

## **PREAMBLE**

This Contract made between the State of New Jersey (hereinafter referred to as the "State") and Council No. 1, American Federation of State, County, and Municipal Employees, AFL-CIO, and its appropriate affiliated locals and councils (hereinafter referred to as the "Union") covering employees in the Health, Care and Rehabilitation Services Unit has as its intent and purpose the promotion of harmonious employee relations between the State and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and determination of wages, hours of work and other terms and conditions of employment.

## **ARTICLE 1**

### **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 and the administration of grievances arising thereunder for all its employees in the State-wide Health, Care and Rehabilitation Services Unit.

2. a. Included are all full-time permanent career service (including probationary) and provisional employees of the State of New Jersey 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 II (inclusive of those in the State College system).

b. Whenever new classifications or changes in classifications are contemplated for positions that will be or currently are assigned to this unit or titles which may be contiguous to titles in this Unit, the State will notify the Union and if requested will meet with the Union to discuss those matters prior to submitting them to the Civil Service Commission for implementation. In the event the parties cannot reach agreement as to unit designation following such, the dispute may only be submitted to the Public Employment Relations Commission for resolution.

c. In the event that a bargaining unit employee is reclassified, promoted or otherwise moved to an excluded classification as designated in Article 1, A, Section 3, the State will notify the Union in writing and 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. All other employees of the State of New Jersey not included within the State-wide Health, Care and Rehabilitation Services Unit.

4. During the first two (2) years after the agreement is signed, the State agrees to discuss with the Union whether a need exists to convert part-time intermittent, hourly, special services, per diem and TES employees and/or positions to permanent full-time positions. Conversion will occur during the first two years of the contract on an on-going

basis as the parties identify appropriate positions for conversion. The State retains the right to determine the need and feasibility of additional full-time employees.

**B. Special Circumstances**

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

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 part-time employees in this unit as described in A. 2. a. above are entitled to the rights and protections that are provided in this Contract to the extent that the rules and regulations of any State programs relating to terms and conditions of employment allow them to be eligible. Where such part-time employees are eligible for State fringe benefits coverage under provisions of this Contract, appropriate prorations will be made in accord with their part-time status.

**C. Notification to Union**

1. It is understood that it serves the interests of both the Union and the State to keep the lines of communications between the parties as open as possible.

2. The State will inform the Union by notification to the Council #1 Executive Director of any executive and/or departmental policy decisions concerning hiring freezes, maintaining vacant positions or other actions that have major impact on the positions in this bargaining group.

3. The appointing authority shall provide the Local Union President on a bi-weekly basis with the names, date of hire, and classification of newly hired employees and the names, date of resignation, and classification of recent resignations of any employees included in this unit as described in A.2.a, and who are employees hired under JTPA or other comparably funded employment programs. Additionally, the Union shall be provided with the names of employees filling "X" or "Y" positions when such assignments are made.

**ARTICLE 2**

**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 3**

#### **MERIT SYSTEM REGULATIONS**

A. The administrative and procedural provisions 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.

B. Where the terms of this Contract specifically indicate an understanding contrary to, or in conflict with any statutory provisions or controls, the parties agree that the provisions and controls contained in such Laws shall govern. Nothing herein shall be construed to deny any individual employee his rights under the Civil Service Law or Regulations.

### **ARTICLE 4**

#### **NON-DISCRIMINATION**

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

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.

E. The Union shall receive written notification of any changes in B.F.O.Q.s that affect bargaining unit titles prior to implementation.

### **ARTICLE 5**

#### **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. 1. 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. A maximum of five (5) employee representatives of the Union may attend

such quarterly meetings.

2. Said committee meetings shall be some time during the months of March, June, September and December. The goal of the Committee will be to ensure that the Collective Negotiations Agreement is complied with throughout all of the Departments covered by this Agreement. 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 employee relations through communications between the parties.

3. 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.

4. Upon request of the Union Local, Institutional Management shall schedule a Labor Management meeting sometime during the months of March, June, September and December. These quarterly meetings are to discuss local contract administration problems and improve communications. The Local President or his or her designee, a Council representative and up to four (4) other Local Union officials may attend such meetings. Management shall provide a short written summary of the meetings to the Union's Local President.

5. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. If any employee representative who attends the meeting is scheduled to work on another shift on the date of said meeting or attends the meeting on his/her normal day off he/she shall be granted compensatory time for the time spent at the meeting.

E. The State and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

F. The State is committed to a workplace environment which is free from sexual harassment. Policies concerning this matter which include instruction to employees who wish to bring complaints have been promulgated by all departments. Each employee in this bargaining unit shall be provided with a copy of those policies.

## **ARTICLE 6**

### **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 two (2) 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, and employees shall be eligible to

withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely between May 20 and June 20 with the responsible payroll clerk.

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.

An employee on a leave of absence without pay or on suspension, who has previously signed a dues deduction card and has not timely withdrawn authorization, will have dues deducted from his/her paycheck in the following full pay period upon return to active employment at his/her previous position.

Discharged employees who are reinstated as the result of an appeal shall be given upon reinstatement the opportunity to complete the necessary forms and applications to reinstate them in the various benefit plans and Union dues deductions in which they were enrolled immediately prior to their discharge. Backpay awards to such employees shall be reduced by union dues in accordance with Civil Service Commission Regulations 4A:2-2.10 (a) 2. Such dues shall be transmitted in accordance with paragraph A.3. of this Article.

#### **B. REPRESENTATION FEE (Agency Shop)**

##### 1. Purpose of Fee

Subject to the conditions set forth in 6. below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

##### 2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the State in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with A.4. above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

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

After verification by the State that an employee must pay the representation fee, the State will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the

transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The State shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status.

The State shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

#### 4. Demand and Return System

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

The burden of proof under this system is on the Union.

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

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

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

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

#### 5. State Held Harmless

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the State in accordance with this provision. The State shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the State as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

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

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

with proper notice to affected employees.

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

#### 7. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

#### **C. Notifications Concerning 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, work location, home address and membership status 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. The State will notify all employees whose titles are listed in Appendix II of this Contract that AFSCME is the only employee organization that can represent them in matters pertaining to wages, hours of work, and other terms and conditions of employment. The State shall provide the Union with a list of departmental payroll codes in order to identify the Department name on the above- mentioned listing. Notification of all corrective actions shall be given to the Union.

#### **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 may post any appropriate material pertaining to Union matters such as appointments, meeting announcements, social and recreational events, achievements, Union election results and information, but excluding election campaign material, as long as none of these contain anything profane, obscene or defamatory of any individual or the State. 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 Two 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. The State will provide a thirty (30) minute period during the new employee's training period to allow an AFSCME Council representative of the Union to meet and explain the Union's responsibilities. If the Council representative cannot be present during such training period, the Local President or designee will be allowed to make such a presentation to a maximum of twelve (12) times per year.

**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 6, 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 include the State Seal and the Union Insignia. The cost of printing of this Contract shall be shared equally between the parties.

**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. Telephone calls from AFSCME Council to Union Officers, Executive Board Members or shop stewards will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Official as soon as possible.

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 interoffice mail system will be made available to deliver such mail within any institution or building 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 (1) week in advance of the proposed date of use and that liability or 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. The Local Presidents may request a separate Union office at the work site for use as an office or 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 not incur any liability for loss or damage that may occur. Further, the Union may be permitted to furnish file cabinets or other equipment 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 eighteen (18) 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.

3. Upon designation of a new Union President, institutional management and the Union representatives shall meet and discuss mutual cooperation so that said Union President may reasonably discharge his/her newly assigned representational duties.

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

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

The Union has the sole right and discretion to designate stewards and chief shop 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, chief 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.

**L. 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.

3. It is agreed that the maximum number of Union officers referred to in Paragraph 1. and 2. above is three for each Local of the Union and the Union shall identify those Officers to the State at the beginning of the contract year and in the event of a change in one or more of the Officers involved.

**ARTICLE 7**

**GRIEVANCE PROCEDURE**

**A. Definition of Grievance**

A "grievance" is:

1. a claimed breach, misinterpretation, or improper application of the terms of this Contract expressed herein (hereafter referred to as contractual); or

2. a claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, administrative orders, or laws applicable to the Agency or Department which employs the grievant affecting the terms and conditions of employment which are not included in A.1. above (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 the 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 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.

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. The appropriate shop steward, Local President and Union Council representative shall be notified of the scheduling and/or cancelling of any grievance hearing as far in advance as possible.

5. 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.

6. The Union, through the Local President or the Council Representative or their designee, may initiate an A.1. grievance at Step One of this procedure.

7. 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 One and Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the Office of Employee Relations and the 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 thirty (30) days provided in G.I. except that payroll errors and related matters shall be corrected to date of error.

6. At Steps One and beyond in the grievance procedure, witnesses may be heard and pertinent records received. Where the Union requests employee witnesses, permission for a reasonable number of such witnesses required during the grievance procedure will be granted. It is the Union's responsibility to obtain a witness' agreement to appear for the Union. Copies of documents to be submitted by management as evidence at grievance hearings shall be given to the union representative upon written request no less than seven (7) days prior to the grievance hearing. Copies of documents to be submitted by the Union as evidence at grievance hearings shall be given to management upon written request no less than seven (7) days prior to the grievance hearing. In the event additional documents are thereafter discovered, its use shall not be precluded so long as the documents are disclosed not later than three (3) days prior to the arbitration hearing.

7. Hearing officers will take steps to insure the availability of all parties several days prior to each hearing in an effort to eliminate last minute cancellation of hearings.

8. In a hearing, in addition to the hearing officer, one person shall act as spokesperson for the grievant and one person shall act as spokesperson for the management.

#### **E. Scope of Grievance Procedure**

1. It is understood by the parties that this grievance procedure represents the exclusive process for the resolution of disputed matters arising out of the Grievance Definition, A.1. and A.2., above, except for those specific matters listed below:

a. Appeals of matters in dispute with regard to the subjects listed in (1) through (7) below shall be made directly to the Civil Service Commission subsequent to proper notification to the responsible local management officials. The local management

will notify the Local Union representative of any disputes in these matters which are brought to its attention and the management will attempt to settle the dispute if requested by the Union prior to its submission to the Merit System Board.

- (1) Out-of-title work
- (2) Position classification review
- (3) Reevaluation review
- (4) Layoff and recall rights
- (5) Merit System examination procedures for which an appeal exists
- (6) Removal at or before completion of working test period
- (7) Sick Leave Injury

b. (1) A claim of improper and unjust discipline against an employee shall be processed in accordance with Article 8 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.

#### **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 a grievance may be filed 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 facts of the grievance 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 Step One. The presentation of such group grievance will be by the appropriate Union representative(s) and one of the affected grievants designated by the Union. If the group contains more than ten (10) grievants, the Union may designate two (2) of the affected grievants for the presentation of the grievance. 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. Requests by the Union to initiate a grievance at the second step will not be unreasonably denied.

d. A summary statement may be presented by one Union Official other than the one who represented the grievant at the end of the grievance hearing. Such statement will be subject to rebuttal by the management representative.

e. Grievance Steps

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

Step One

If the grievance is not satisfactorily resolved informally, a grievance may be filed with the highest operational management representative. He or his designee shall hear the grievance. The grievant may be represented by the Union's Local Steward and/or Local President and/or the Council Representative or their designee. 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 Department head or his designee. The appeal shall be accompanied by the decision at the preceding level and any written record that has been part of the preceding hearing. The grievant may be represented by the Union's Local Steward and the Local President and/or the Council Representative or their designee.

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.

Step Three-Arbitration

a. In the event that the grievance has not been satisfactorily resolved at Step Two, 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 Two 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 for the purpose of attempting to settle the matter and/or to frame the issue or issues absent a settlement. Neither party will unreasonably deny the request of the other party for such a conference. 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.

b. 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. All panel arbitrators must agree, in writing and in advance as a condition for being placed on the panel, to accept a fee of no more than \$1,000 per day, and to impose a fee of no more than \$500 for a cancellation by either party without good cause.

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 2, 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 determinations. 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 shall be divided equally between the parties. The parties may agree to make a verbatim record through a certified transcriber, with the attendance fee of the court reporter shared between the parties. Absent agreement, either party may request a verbatim record through a certified transcriber, with the attendance fee of the court reporter to be paid by the requesting party. In either case, each party will bear the cost of any transcript it orders. In the event the arbitrator requests a transcript, the cost of the transcript, including any attendance fee, shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring this cost, except as provided in J.

c. 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 thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or thirty (30) 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 One and fifteen (15) days after the conclusion of the hearing at Step Two, whichever is later:

a. at Step One within ten (10) days of the receipt of the grievance;  
b. at Step Two within fifteen (15) days of the receipt of the appeal from the Step One 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. At Step One when the response is not rendered within the time limits, the Union has the option to move the grievance to the next step. If a tardy response is rendered prior to the hearing date of the next step, the Union must then notify the State of its desire to maintain the Step Two hearing as scheduled or alternatively the grievance will be considered closed and the decision of the last step will be final.

**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 (2) 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. In certain limited situations, when specifically requested by the Local Union President, or in his absence his designee, and authorized by the appointing authority or his designee, it may be advantageous to investigate an alleged contractual grievance prior to the formal submission of the grievance, and permission for such investigation, within the time constraints provided above, shall not be unreasonably withheld.

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 an 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. Should the hearing take place during the witness's normal day off or on a different shift than his/her work shift, the witness shall receive compensatory time on an

hour-for-hour basis and that time shall not be used in the accumulation for determination of overtime.

## **ARTICLE 8**

### **DISCIPLINE**

**A.** The terms of this Article shall apply to permanent career service employees and those serving in a working test period. Unclassified and provisional employees shall only be covered where such is specifically provided for.

**B.** 1. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official written reprimand, fine, suspension without pay, record suspensions, 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.

2. A disciplinary dispute may be settled by a “record” suspension, with no loss in pay, at any stage of the disciplinary appeal process. Such “record” suspension will have the same weight as a suspension without pay for purposes of progressive discipline. A “record” suspension must be agreed to by the Executive Director of Council #1 or her designee and the employee, and may not be recommended or imposed by way of a Preliminary Notice of Discipline.

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

**D.** Where an appointing authority, or his/her designee, imposes discipline pursuant to paragraph C, written notice of such discipline shall be mailed to or served upon the local union office at the same time it is mailed to or served upon 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 Union Shop Steward, representing the involved employee, may undertake informal discussion with the appropriate level of management prior to the hearing provided in the Section F. below.

**F.** Any appeal relating to the involved disciplinary matter must be filed by the employee within seventeen (17) 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 will simultaneously serve the local Union and the employee with 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 and/or the Local President, if necessary, and/or the Executive Director of the Union or their 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 Commission 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:

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

c. Demotion;  
d. Discharge;

then,

(1) The Union may initially appeal the disciplinary action through the advisory disciplinary arbitration process as herein provided; or

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

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

b. The Union may elect to appeal the matter to advisory 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.

c. All such 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 advisory disciplinary arbitration may be brought only by the Union, through its Executive Director, by mailing a written request for advisory disciplinary arbitration by certified or registered mail to the Director of the Office of Employee Relations, which must be postmarked within eighteen (18) calendar days from the decision rendered in paragraph F. A request for advisory 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 decision 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. All panel arbitrators must agree, in writing and in advance as a condition for being placed on the panel, to accept a fee of no more than \$1,000 per day, and to impose a fee of no more than \$500 for a cancellation by either party without good

cause.

**J.** Arbitrators in disciplinary matters shall confine themselves to advisory opinions 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 advisory only. In the event the arbitrator finds the employee guilty he may recommend the penalty imposed or suggest 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 suggest reinstatement with backpay 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 recommendation provide reinstatement with backpay, 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 thirty five (35) or forty (40) hours per week or seven (7) or eight (8) hours per day, as the case may be, less any deductions required by law, or other offsetting income for the back pay period specified by the arbitrator. The arbitrator's recommendation 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 N, 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. It is agreed that this process is not to be utilized as a device to suggest more severe suspensions than would normally be imposed.

The fees and expenses of the arbitrator shall be divided equally between the parties. The parties may agree to make a verbatim record through a certified transcriber, with the attendance fee of the court reporter shared between the parties. Absent agreement, either party may request a verbatim record through a certified transcriber, with the attendance fee of the court reporter to be paid by the requesting party. In either case, each party will bear the cost of any transcript it orders. In the event the arbitrator requests a transcript, the cost of the transcript, including any attendance fee, shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost, except as provided in N.

#### **K. General Provisions**

1. The burden of proof in disciplinary proceedings shall be upon the State.
2. If an employee reasonably believes he or she may be disciplined, he/she may request Union representation. The employee has the right to be accompanied by his/her Union representative during an investigatory interview. The union representative has the right to provide advice and counsel to the employee. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. If management determines to record the procedure the Union may, at its option, do its own recording. The employee, the appointing authority 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, to provide advice and counsel 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. The employee who is the subject of an investigation shall be notified in writing that the investigation is complete. A copy of the notice will be sent to the Union. If an investigation of alleged employee misconduct does not lead to discipline, the investigation shall be closed and further will not become part of the employee's permanent file.

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. 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 proceedings.

6. Whenever a disciplinary action is initiated, the employee or Union representative may request in writing and shall be provided with copies of any written documents in management's possession concerning the discipline to which the employee or union has a legal entitlement. Such documents including copies of any documents that management intends to use at the hearing shall be normally provided not less than seven (7) days prior to the hearing date. Management also may request in writing and shall be provided with copies of any written documents in the Union's possession concerning the discipline to which management has a legal entitlement. Such documents including copies of any documents that the Union intends to use at the hearing normally shall be provided not less than seven (7) days prior to the hearing. In the event additional documents are thereafter discovered, its use shall not be precluded so long as the documents are disclosed not later than three (3) days prior to the arbitration hearing.

7. When any permanent employee in this unit is given written notice of removal for disciplinary reasons and where the Union Steward or other Representative Officer requests time to investigate such action 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 that there is no disruption of work.

8. Before a permanent career service employee is suspended without pay pending dismissal she/he shall promptly be given an opportunity for an informal discussion at which the employee will be informed of the charges made and a synopsis of the evidence on which the State intends to rely. The employee shall have an opportunity to respond and/or refute.

9. Employees who are discharged for cause and who are subsequently completely exonerated by the Merit System Board process and ordered to be reinstated with full back pay will be reemployed on a work schedule which is the same shift and

with the same days off as when they were discharged and shall not be denied promotional opportunities. Employees may request to return to their former specific job assignment. Such requests shall not be unreasonably denied. Any reassignment of another bargaining unit member which is required to accommodate the above will be considered as a reassignment as described in paragraph B under Reassignment in Appendix I of this contract.

**L. Cooling Off Period**

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. Additionally, the implementation of suspensions of five (5) days or less that are subject to the cooling off period will be delayed until after the departmental hearing described in paragraph (F) if an appeal for the hearing is made within twenty-four (24) hours (excluding holidays and weekends) of the receipt of Notice of Discipline and the scheduled hearing is not postponed by request of the Union.

**M.** 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 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 Head, or his designee, to discuss the matter. The Department Head, or his designee, may conduct an administrative investigation of the matter.

3. In disciplinary matters involving dismissal from service for provisional employees who have been employed in such capacity for a minimum of seven (7) months, such employees shall be entitled to a hearing by the Department Head or his/her designee if such employee files an appeal within fourteen (14) days of the notice of dismissal. In exception to the provision in paragraph K.1. of this Article, the burden of proof in the proceeding set forth herein shall be on the employee, and the decision of the hearing officer shall be final and no further appeal is available.

4. In no event shall the provision of this Article apply where the employee is being removed as a result of the certification of a Merit System eligible list.

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

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

1. The parties agree to continue a Joint Union Management Panel consisting of one (1) person selected by the State and one (1) 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.

Review of an Official Reprimand will not be submittable to arbitration.

2. Official written reprimands may not be appealed beyond the departmental hearing. After a period of one year from the date of the issuance of a final notice of an official written reprimand, the official written reprimands cannot be used to establish progressive discipline and shall be expunged from an employee's personnel file if requested in writing by the employee, provided the employee is not served with a preliminary notice of discipline charging the employee with misconduct of any nature prior to the expiration of the one-year period. The sunset provision identified above, including expungement, does not apply to OWR's issued for incidents of workplace violations of the New Jersey State Policy Prohibiting Discrimination in the Workplace and findings of violations of State or Agency Codes of Ethics by the State Ethics Commission.

3. 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.

4. 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.

5. The panel considerations shall be based upon the Department Head's or designee's decision and any documents that have been made a part of the record of the matter before such Department Head or designee. The State and 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 do not agree as to the disposition of the appeal, the neutral panel member may suggest that the matter raises issues which may warrant submission to arbitration.

6. 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.

7. In the event the neutral suggests that a matter raises issues which may warrant submission to arbitration, the Union may elect to appeal the matter to disciplinary arbitration pursuant to paragraphs H, I and J above. In such case the eighteen (18) 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.

8. The parties agree to share the cost of the panel participation of the neutral

member. Unless the parties mutually agree to the contrary, there will be no panel meeting with less than ten (10) cases on agenda. All panel arbitrators must agree, in advance and in writing as a condition for being placed on the panel, to accept a fee of no more than \$1,000 per day, and to impose a fee of no more than \$500 for a cancellation by either party without good cause shown.

9. 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 provision of paragraphs H, I and J, without panel consideration.

## **ARTICLE 9**

### **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) or more consecutive business days or failure to return from any leave of absence for five (5) or more consecutive business days shall be considered a resignation not in good standing.

**E.** In the case where an employee is promoted, but does not successfully complete the probationary period, he may return 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. 11A:4-13b. 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 (1) 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 the Civil Service Commission, such as layoff and promotional rights. In such circumstances seniority determinations and applications shall be determined by the Civil Service Commission. The terms and conditions of seniority pertaining to layoff and promotions are fully set forth in statutes and in the Merit System 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 10 SALARY PROGRAM**

### **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. If the State makes major changes in the Compensation Plan or changes which have a negative effect on the earnings of employees, it is understood that the impact of these changes will be negotiated with the Union and such negotiations shall commence within thirty (30) days of the date upon which the Union requests negotiations of the matter.

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

It is agreed that during the term of this Contract, July 1, 2011 - June 30, 2015 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.

Subject to the State Legislature enacting appropriations for these specific purposes, the State agrees to provide the following benefits effective at the time stated herein.

1. a. Effective the first full pay period after July 1, 2013, each employee covered by this Agreement shall be entitled to a one percent (1%) across-the-board increase applied to the employee's current base salary. Full-time employees on the active payroll as of July 1, 2013 who earn less than \$39,900 in base salary as of the day before that date shall receive a cash bonus not included in base salary of the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$39,900. This bonus shall be paid on or about July 31, 2013. Example: employee with a base salary of \$25,000 as of the first full pay period after July 1, 2013 receives a one (1%) percent across-the-board or a \$250 increase to base salary. Employee receives a \$149 bonus. (1% of \$39,900 = \$399 - \$250 = \$149.00).

b. Effective the first full pay period after July 1, 2014, each employee covered by this Agreement shall be entitled to a one and three-quarters (1.75%) percent across-the-board increase applied to the employee's current base salary. Full-time employees on the active payroll as of July 1, 2014 who earn less than \$39,900 in base salary as of the day before that date shall receive a cash bonus not included in base salary of the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$39,900. This bonus shall be paid on or about July 31, 2014. Example: employee with a base salary of \$25,000 as of the first full pay period after July 1, 2014 receives a one and three-quarters (1.75%)

percent across-the-board or a \$437.50 increase to base salary. Employee receives a \$260.75 bonus. (1.75% of \$39,900 = \$698.25 - \$437.50 = \$260.75).

c. Permanent part-time employees who are regularly scheduled to work 20 hours or more per week, and who are included in the classifications listed in the Appendix will receive the wage increases in B.1.a. and b. above on a pro rata basis.

d. For ten (10) month employees, the foregoing increases that are effective the first full pay period in July of 2013 and July of 2014 for twelve (12) month employees, shall be applied to the base salary of ten (10) month employees effective the first full pay period in September 2013 and September 2014.

e. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

f. Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Contract. No step increments shall be paid after June 30, 2015.

g. Employees who are not eligible for increments during the period of July 1, 2011 through June 30, 2013 shall receive a cash bonus of \$450 on or about July 31, 2013, not included in base salary. The prior sentence shall not apply to employees hired after July 1, 2011.

2. a. i. Subject to sections (ii) – (v) below, a clothing maintenance allowance shall be paid to those full-time employees: (a) whose jobs require them to regularly come into contact with contaminants, chemicals, dyes, dirt, blood or other bodily fluids, parasites or other materials that ruin or soil clothing; or (b) who are required to wear a uniform or specialized clothing.

ii. Except as set forth in Paragraph (v) below, a clothing maintenance allowance shall be paid to those employees earning \$55,000 or less per annum who are required to wear a uniform or specialized clothing.

iii. A clothing maintenance allowance shall not be paid to those employees earning more than \$55,000 per annum who receive a uniform or specialized clothing provided or paid for by the State regardless of the criteria set forth in Paragraph (a)(i) above.

iv. A clothing maintenance allowance shall not be paid to those employees earning more than \$55,000 per annum for whom the State pays the cost of cleaning or cleans the clothing worn by the employees on the job regardless of the criteria set forth in Paragraph (a)(i) above.

v. A clothing maintenance allowance shall not be paid to any employee for whom the State provides a uniform, launders the uniform and provides replacement uniforms regardless of that employee's annual earnings or the criteria set forth in Paragraph (a)(i) above.

b. On or before 60 days from ratification, the Office of Employee Relations will provide a list to the Union of all full-time employees by department it believes are eligible for a clothing maintenance allowance under the criteria in Paragraph B(2)(a) above. Within thirty (30) days thereof, the Union may identify those employees not on said list who it contends are eligible for a clothing maintenance allowance. Within thirty (30) days of OER's receipt of any such list, the parties agree to meet in an effort to



resolve any disputes. At the written request of the Union, any disputes not resolved between the parties will be submitted directly to binding arbitration before a single arbitrator selected by the parties. To the extent the parties cannot agree on an arbitrator to hear such disputes, an arbitrator will be selected pursuant to the selection procedures of the Public Employment Relations Commission.

c. Each full-time employee who is eligible for a clothing maintenance allowance under the criteria in Paragraph 2(a) above, and who has completed one (1) full year of service on or before July 1, 2011, or on or before July 1 of 2012, 2013 or 2014, and who is in pay status on the date of payment, shall receive a cash clothing maintenance allowance for each year of the contract of \$550. No clothing allowance will be paid after June 30, 2015.

d. Each full-time employee eligible for a clothing maintenance allowance under the criteria in Paragraph 2(a) above, who will have completed six (6) months of service on or before July 1, 2011, or on or before July 1 of 2012, 2013 or 2014, and who is in pay status on the date of payment, shall receive a cash clothing maintenance allowance for each year of the contract of \$275. No clothing allowance will be paid after June 30, 2015.

e. Permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week and who meet the eligibility requirements shown above will receive the clothing allowance on a pro rata basis.

f. The clothing maintenance allowance referred to above shall not constitute an addition to the base salary of employees affected, nor shall it be construed to be a modification of the State Compensation Plan.

3. a. Full-time employees earning less than \$55,000 per annum or permanent part-time employees earning the same pro rata share of \$55,000 per annum covered by this Contract who work the evening shifts or night shifts shall be paid a shift differential of \$.25 per hour.

b. Eligible employees assigned to either shift or split shifts (as defined below) for the evening or night shifts, as their regular shift shall receive the shift differential for all paid leave and for any shift they do work. Employees scheduled to work split shifts shall receive the shift differential for all shifts worked if the majority (60%) of the shifts are scheduled for the evening or night shifts in the normal pay period.

c. Permanent part-time employees who work at least half time and who meet the eligibility requirements set forth above and work a five (5) day week will receive the shift bonus of \$.25 per hour.

4. Employees who have been at the eighth step of the same range for eighteen (18) months or longer shall be eligible for movement to the ninth step providing their performance warrants the salary adjustment. Employees who have been at the ninth step of the same range for twenty-four (24) months or longer shall be eligible for movement to the tenth step providing their performance warrants the salary.

5. Employees serving in the title of Senior Food Service Worker with at least one year of service in that title shall be promoted to Senior Food Service Handler.

### **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.

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

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

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

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

It is further understood that the maximum amount of deferrable income under this plan shall be consistent with the Plan document.

#### **E. Co-Operative Effort**

The parties to the Contract understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort particularly during any period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvements which may assist in realizing that objective.

### **ARTICLE 11**

#### **PERFORMANCE ASSESSMENT REVIEW**

Employees covered by this Contract shall be evaluated pursuant to the Performance Assessment Review procedures set forth in the Rules and Regulations of the Civil Service Commission, as may be amended from time to time. Current provisions, for informational purposes only and not subject to Article 7 of this Agreement, are as follows:

#### **GENERAL PROVISIONS**

(a) In State service, a Performance Assessment Review (PAR) program shall apply to all employees in the career service, and those in unclassified titles as designated by particular departments or agencies.

1. While not mandated, departments and agencies are encouraged to include all unclassified titles in the PAR program.

2. The PAR program shall use standardized forms and rating scales for different performance appraisal models to be designated by the Civil Service Commission and a three-level rating scale to include the following ratings:

i. Exceptional;

ii. Commendable; and

iii. Unsatisfactory.

3. Each appointing authority shall establish standardized rating cycles with a duration of one year. Within a particular standardized rating cycle, employees shall be rated at the same time, twice a year, with the interim and final ratings being six months apart.

(b) Each appointing authority shall maintain an employee's PAR evaluations in his or her personnel records and shall submit reports to the Civil Service Commission on all final PAR ratings of its employees in a form prescribed by the Department.

(c) The Commissioner may modify the PAR program based on specific employee or agency needs.

### **PAR PROCEDURE: STATE SERVICE**

(a) An employee and his or her supervisor shall jointly develop a job performance plan consisting of work assignments together with measurable performance standards. The employee shall be provided with a copy of the performance plan once established. If an employee disagrees with the established performance plan, he or she may note such disagreement.

(b) At the end of six months and at the end of one year, the employee and the supervisor shall review the employee's performance. The supervisor shall designate an interim performance rating at the end of six months and a final rating at the end of one year.

1. When there is a change either in job assignment or supervisor during the evaluation period, the old performance plan shall be closed out. The employee's performance during the portion of the rating period under the old performance plan shall be rated and a new performance plan shall be prepared. The final rating shall be a proration of all ratings received during the review period.

2. When there is a change in job title during the evaluation period, the former supervisor shall assign a final rating for the former performance plan and title. A performance plan for the new title shall be developed.

3. When appropriate, performance improvement plans shall be set at each review.

4. The employee shall be entitled to a copy of the rating.

(c) When a rating below the Commendable level is received, a performance conference shall be conducted after three months or such shorter period of time as determined by the supervisor.

(d) A performance plan for each rating period shall be established within a reasonable time after completion of the previous rating period. New employees shall receive a performance plan within a reasonable time after appointment.

1. The supervisor shall prepare a job performance plan prior to the commencement of the working test period which shall identify the job assignment, include the essential criteria for successful job performance, and emphasize training and development.

(e) A supervisor's own PAR shall provide that the supervisor shall complete the PAR of his or her subordinates. A supervisor who fails to timely complete the final ratings of his or her subordinates, or who is responsible for another employee's failure to timely complete a final PAR rating, shall receive a rating of Unsatisfactory, and may be subject to discipline.

(f) The Civil Service Commission may require additional reports, information or audits of an appointing authority's PAR program.

(g) A complaint that an entire agency or unit is in violation of N.J.A.C. 4A:6-5.2 shall be presented to the PAR coordinator within the personnel office for the subject department. The PAR coordinator shall, within 30 days, investigate the complaint, respond in writing to the individual(s) presenting the complaint and implement remedial action as appropriate. If the individual(s) is (are) dissatisfied with the response of the PAR coordinator, or if no action has been taken within 30 days of the complaint, the individual(s) may appeal the matter to the PAR Program Coordinator, Civil Service Commission.

(h) Complaints concerning an individual's final PAR rating or performance standards shall be addressed through procedures set forth in N.J.A.C. 4A:6-5.3(b) through (d).

### **PAR USE AND REVIEW: STATE SERVICE**

(a) An employee receiving an annual PAR rating below the Commendable level shall be denied an anniversary date increment.

1. An appointing authority may request an anniversary date increment for an employee who was denied an increment because of receiving an Unsatisfactory rating but whose performance has subsequently improved. If approved by the Civil Service Commission, such increment shall not be effective until a pay period beginning at least 90 days after the employee's anniversary date.

2. An employee who receives an annual rating below the Commendable level should be referred by the appointing authority to the Employee Advisory Service. See N.J.A.C. 4A:6-4.10.

(b) Employees who are not represented by a collective negotiations unit may appeal performance standards or a final PAR rating of Unsatisfactory or Commendable through noncontractual grievance procedures. See N.J.A.C. 4A:2-3.1. In addition to the grievance procedure requirements, all appeals shall be accompanied by a copy of the PAR evaluation.

(c) Employees who are represented by a collective negotiations unit may appeal performance standards or a final PAR rating of Unsatisfactory or Commendable as a noncontractual grievance in accordance with the following procedures:

1. Step One grievance procedures shall be conducted as set forth in N.J.A.C. 4A:2-3.4.

2. A grievant may appeal a Step One grievance decision to the PAR Joint Union Management Panel within 10 calendar days of receipt of the written decision at Step One, or a lack of timely response by the appointing authority. The appeal shall be accompanied by material presented at Step One and any written records or decisions from Step One.

i. The Joint Union Management Panel shall consist of one individual selected by the appointing authority, one individual selected by the affected negotiations representative and one neutral individual jointly selected by the appointing authority and the affected negotiations representative.

ii. The panel shall meet, provided there are at least four Second Step appeals to be heard. The panel shall meet one additional day each month for every four additional appeals to be heard. When in any month there is no meeting because there are fewer than four appeals to be heard, there shall be a meeting the following month, so long as there are any cases to be heard.

iii. The appointing authority and union panel members shall discuss each appeal on the agenda and, with the assistance of the neutral panel member, attempt to jointly resolve the appeal.

iv. If the appointing authority and union cannot come to a joint resolution, the appeal shall be heard by the full panel. At any Second Step appeal hearing, the employee may be represented by a union steward, local union officer and/or local union staff representative.

v. The parties may call witnesses and present evidence at the Second Step appeal hearing. However, each hearing shall conclude within approximately four hours. The neutral panel member shall control the admission of testimony and evidence to ensure adherence to this time frame.

vi. The panel shall issue a written decision within 10 days of the hearing. Each panel member shall have one vote.

3. Appeals from decisions of the Joint Union Management Panel may be made to the Civil Service Commission in accordance with N.J.A.C. 4A:2-3.7(b).

(d) An employee may appeal the final departmental decision to the Merit System Board within 20 days of receipt of the decision.

1. The appeal shall be in writing and include a copy of the written departmental decision and the basis for the appeal.

2. The employee shall have the burden of proof to establish that the actions of the supervisor in assigning the rating were arbitrary, unreasonable or induced by improper motives.

3. The Board shall render a final administrative decision upon the written record or such other proceeding as it deems appropriate. See N.J.A.C. 4A:2-1.1.

(e) A rating of Unsatisfactory shall constitute evidence of incompetency, inefficiency or failure to perform duties. In a disciplinary action, an employee may challenge the basis of any rating that is an issue in the proceeding.

(f) Performance ratings may be used as a factor in promotion (See N.J.A.C. 4A:4-2.15) and layoff (N.J.A.C. 4A:8-2.2(c)4)

## **ARTICLE 12**

### **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 or permanent supplementary personnel file known as a unit or cottage file. 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. Any records concerning the performance or conduct of an employee that are passed from one (1) supervisor to another upon the transfer of an employee or his/her supervisor will be available for review by the employee upon request. The requests for review as outlined in this paragraph shall be honored in an expeditious fashion.

**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 therein.

**C.** No document of anonymous origin shall be used against any employee. A document without a date shall be date-stamped as of the day it is placed in the file.

**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 PAR Program will be given to the employee upon his request.

## ARTICLE 13

### 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 (a) emergencies, (b) observation of religious or other days of celebration but not holidays, (c) personal business or (d) other personal affairs.

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

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 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 (1/2) 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. Where an employee has an earned administrative leave balance which has not been previously scheduled as of October 1, the supervisor will meet with the employee to determine a schedule of such administrative leave time so that no accrued administrative leave time will be lost.

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 (1 1/2) days per calendar year. Newly hired part-time employees shall be granted one-half (1/2) day of administrative leave after each second full calendar month of employment to a maximum of one and one-half (1 1/2) days during the remainder of the calendar year in which they are employed. Such leave shall be granted in multiples of one-half (1/2) day only.

#### B. Leave of Absence Due to Injury

1. An employee covered by this Contract who is temporarily disabled because of a job-related injury or disease may be granted temporary disability benefits under the New Jersey Workers Compensation Act ("WCA").

2. Such employee may also be able to utilize earned sick leave or vacation leave in order to maintain full salary to the extent of such leave balances, subject to applicable provisions of this Contract and rules and regulations concerning the utilization of sick leave and vacation leave.

3. An employee is eligible for temporary disability benefits under the WCA if he is unable to work, and is under active medical care due to an injury arising out of and in the course of employment, and is disabled for a period of more than 7 days.

4. General procedures for getting Temporary Disability Benefits under the WCA are:

- a. Employee gets injured on the job.
- b. Employee reports the injury to the Employer.
- c. Employer reports the employee's injury to its Workers Compensation Insurance carrier, which investigates the incident.
- d. Employee is sent for treatment by a Doctor.
- e. If the employee is found to be unable to return to work because of an injury occurring at or arising out of his employment and the 7 day waiting period has passed, the employee is eligible for temporary disability benefits on the eighth day of not being able to work at a rate of 70% of their average weekly wage rate (subject to the maximum rate, which is \$792 for 2011).
- f. The employee continues to collect temporary disability benefits during the period in which the employee is unable to work and is under active medical care/treatment.
- g. If the doctor returns the employee to work with a light duty restriction while the employee continues to receive medical treatment, and such light duty work is available, the employee may not receive temporary disability benefits; if the employer has no light duty work available, the employee may remain on temporary disability benefits while continuing treatment.
- h. Benefits are also cut off when the employee reaches the maximum medical improvement.
- i. If the employer/insurance carrier denies temporary disability benefits and/or medical benefits, the employee can file a motion for temporary disability benefits.

5. For temporary disability benefits, no compensation other than medical aid shall accrue and be payable until the employee has been disabled 7 days, whether the days of disability immediately follows the accident, or whether they be consecutive or not. These days shall be termed the waiting period. Should the total period of disability extend beyond 7 days, additional compensation shall become payable covering the above prescribed waiting period.

6. This provision is included for informational purposes only. Further, in the event any provision of this Article is inconsistent with, or adds to, or subtracts from the present or any amended WCA, the provisions of the WCA shall control, including eligibility provisions.

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

1. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities. A total of 900 days of such leave may be used in the first year of the agreement. Effective July 1, 2012, a total of 762 days of union leave may be used in the remaining years of the agreement.

2. a. This leave is to be used for participating in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated and for training programs or other Union activities for which appropriate approval by the State is required, and which approval shall not be unreasonably withheld.

b. Application for the use of such leave on behalf of designees of the Union shall be made in writing at least ten (10) days in advance by the Executive



Director, Council 1, to the Office of Employee Relations.

3. Leave will be granted to individuals authorized by the Executive Director of the Union, subject to the limitations set forth above. Authorized leaves granted to an individual shall not exceed a maximum of thirty (30) days in a year and ten (10) days of paid leave for any single activity where special approval of an exception may be granted by the Governor's Office of Employee Relations. Approval for such leave shall not be unreasonably withheld.

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

5. The State agrees to provide leave of absence without pay for designees of the Union to attend Union activities approved by the State. A total of 900 days of such leave of absence without pay may be used during the first year of the agreement. Effective July 1, 2012, a total of 762 days of union leave may be used in the remaining years of the agreement. 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. Pregnancy - Disability Leave (Maternity Leave)**

1. Permanent employees covered by this contract shall be entitled to pregnancy-disability leave as hereinafter set forth and consistent with Merit System Regulations.

2. Pregnancy-disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the employee in writing to the Personnel Department.

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

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

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

#### **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 (January 1 to December 31) 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 (January 1 to December 31) 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 (1) hour before his usual reporting time. In exception to the foregoing where an employee becomes ill or injured due to unforeseen circumstances less than one (1) hour prior to his/her usual reporting time, that employee may be granted sick leave subject to the provisions of this Article as long as he/she notifies his or her supervisor at the earliest possible opportunity. 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 Merit System Regulations, the following shall apply:

In all cases where a medical diagnosis is required, that diagnosis shall be reviewed by a physician or a qualified medical practitioner if a physician is not available. For those locations that do not have a physician or a qualified medical practitioner available, the State will designate an individual or individuals to be identified as responsible for accepting medical diagnosis. The Union will be notified of such designation. Said individual or individuals will be trained in confidentiality and will receive a notice in writing indicating their confidential responsibility.

a. Verification of illness by a physician may be required where there is a reason to believe that an employee is abusing sick leave.

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.

d. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in any twelve month period consisting of periods of less than five (5) days may have his or her sick leave record reviewed by the respective appointing

authority and thereafter may be required in the sole discretion of the State to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one (1) day or less, only (1) submission of such proof shall be necessary for a period of six (6) months.

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 five (5) days upon his request to the appointing authority. In exceptional situations, the time may be extended at the discretion of the appointing authority. This does not preclude the use of any paid leave balances for death in the family when sick leave balances have not been exhausted.

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

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

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. 12A:6-16 and Rules and Regulations promulgated thereunder, as may be amended from time to time, 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 (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$15,000. This supplemental compensation shall be paid in a lump sum after the effective

date of retirement or 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 (1) 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 14**

### **LEAVE OF ABSENCE WITHOUT PAY**

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

**B.** The appointing authority shall request approval from the Civil Service

Commission for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with 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. Employees holding full time elected or appointed positions with the Union shall be permitted to remain on leaves of absence without pay for the duration of this collective negotiations agreement or any extension thereof. Each such renewal is subject to approval by the Civil Service Commission.

**C.** Leaves without pay for educational purposes may be granted to employees in this unit in accordance with current Merit System Regulations (N.J.A.C. 4A:6-1.14).

**D.** Requests for more than one leave without pay in any calendar year will be given consideration.

**E.** Leaves of absence without pay will not be unreasonably denied.

## **ARTICLE 15**

### **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 (3rd Monday in January)

President's Day (3rd Monday in February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day

Veteran's Day (November 11)

Thanksgiving Day

Christmas Day

The foregoing list of holidays is illustrative – actual holidays recognized in this contract are set by statute, including any amendments thereto.

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

2. In addition to the aforementioned holidays, the State will grant a paid day off when the Governor declares a paid day off by Executive Order.

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

1. During the month of March, 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 March may be considered if the scheduling needs of the work unit are satisfied.

3. Requests for personal preference days in lieu of holidays that fall between January 1 and March 31 may be submitted on December 1 of the preceding year.

## **ARTICLE 16**

### **SPECIAL TIME OFF**

#### **A. Emergency or Special Observations**

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 Article 17, Hours of Work, and Article 18, Overtime.

#### **B. Other**

Whenever the Governor may declare time off for all employees (such as a day preceding or following an existing holiday) those who are required to work on that day shall be compensated for such hours worked by being granted equivalent time off at other times in accordance with the Governor's proclamation, or as provided by the appointing authority and, if operationally feasible as requested by the employee. If the time off occurs on a seven (7) day operation employee's regular day off, he/she shall be granted equivalent time off in accordance with the above provision.

## **ARTICLE 17**

### **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. When work schedules are prepared, an objective shall be that all employees be assigned five (5) consecutive work days whenever practicable. Work schedules will be posted within each work unit where employees sign in and off the shift.

**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 seven (7) days notice of any stated starting and quitting time change, except in an emergency. The work shift will consist of eight (8) consecutive hours interrupted by a meal period unless the nature of a particular operation makes it unfeasible to do so.

**C.** An employee whose scheduled days off are changed shall be given maximum

advance notice, which will be at least five (5) days, 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 five (5) days shall not be abused. Work schedules that are used to indicate changes in days off, shift changes, etc., will be posted at the same location in the work unit where employees sign in and off the shift.

**D.** Work schedules shall provide for a fifteen (15) minute rest period during each one-half (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 four (4) hours compensation whether or not the four (4) 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 Sections 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. Cases of inclement weather shall be handled in accordance with the State's inclement weather policy most recently promulgated on or about February 17, 2011. This provision shall not be argued by the State to constitute a waiver of the right to demand negotiations concerning any matter negotiable as a matter of law.

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.

**I.** Employees who are scheduled to work a second full shift contiguous to their normal scheduled shift shall be granted a fifteen (15) minute rest period without loss of



pay during the period of overlap when such is available provided that in the judgement of supervision coverage is available to satisfy operational needs. The rest period described herein is in addition to the rest periods described in paragraph D of this Article.

## ARTICLE 18

### OVERTIME

**A.** 1. Overtime will accrue and compensation will be made in compliance with the Merit System Rules and Regulations. Employees will be compensated at the rate of time and one-half (1 1/2) for overtime hours accrued in excess of the designated work week and for all time worked where an employee did not have a duty free lunch break. All time paid for, including hours of participation in job related training that is required by management, shall be regarded as hours worked for the computation of overtime. These compensation credits shall be taken in cash or in compensatory time. The State's intention is to pay overtime credits in cash as often as possible. Employee requests for specific compensatory time off in lieu of cash may be granted if it is operationally practicable to schedule and grant that time off and the employee's compensatory time balance is within the maximums set by the Fair Labor Standards Act.

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 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 (1) day to the next, it is considered to be on the day in which the larger portion of the hours are scheduled and all hours of the scheduled shift are considered to be on that day.

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

3. Where incidental overtime assignments are made, records of such time worked shall be kept and may be scheduled as compensatory time on an hour-for-hour basis unless the total hours worked in the pay week in which they occur require compensation at time and one half in accordance with the Fair Labor Standards Act.

## **ARTICLE 19**

### **SCHEDULING OF OVERTIME**

**A.** It is agreed that overtime work shall be shared by all employees in the appropriate job 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.

**E.** Employees in titles not included in Appendix II will not be utilized to work overtime assignments except when no Health, Care and Rehabilitation Services Unit employees who are capable of performing the work or who have the proper license that is needed are available to work such assignment.

## **ARTICLE 20**

### **COMPENSATORY TIME OFF**

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

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

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

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

**C.** 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 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.

2. An employee may be required to take compensatory time off. Such request will not be made in an arbitrary fashion.

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

## **ARTICLE 21**

### **TRANSFER**

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.

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 lose leave benefits.

## **ARTICLE 22**

### **REASSIGNMENT AND SHIFT CHANGE**

**A.** An employee may have two (2) requests for reassignment on record at any one (1) time.

**B.** An employee whose shift is changed shall be given maximum advance notice which normally will be at least seven (7) days, 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 workweek. The use of a notification period of less than seven (7) days shall not be abused.

## **ARTICLE 23**

### **FACILITIES PHASE OUT/CONSOLIDATION OF SERVICES**

Whenever the State determines that one or more sections of an Institution are to be phased out or combined with other sections, the result of which will be the movement of some or all employees in that section to another job assignment, it is agreed that the State will meet with the local Union representatives and describe the circumstances and the movement plans prior to implementation and before bulletin board announcement of such plan is made.

## **ARTICLE 24**

### **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, current scheduled days off, 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 and Council.

**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 25**

### **PROMOTION**

Promotion qualifications and procedures for permanent career service employees are governed by the Civil Service Commission pursuant to Merit System Statutes and Rules.

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

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

**B.** Upon promotion, an employee shall be informed of his new rate of compensation one (1) week in advance of the effective date.

**C.** 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.

**F.** When provisional appointments are to be made within a work unit, employees who meet the minimum qualifications and are capable of performing the work shall be considered for such appointment. No employee not fully qualified shall be considered unless there are no qualified and capable employees available and willing to accept the position.

## **ARTICLE 26**

### **CIVIL SERVICE COMMISSION EXAMINATIONS**

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

## **ARTICLE 27**

### **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 three (3) 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 Commission 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 Two.

## **ARTICLE 28**

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

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

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

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

## **ARTICLE 29**

### **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 Civil Service Commission shall be observed.

**B.** Permanent employees within an organizational unit will not be laid off before any emergency appointment, temporary appointments to temporary extra positions, or provisional appointments to permanent positions 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 or employees serving in a working test period 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 reemployment list in accordance with their seniority credits. Notice of recall will be made in writing by mail to the employee's home address of record.

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

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

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

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

**K.** It is recognized that the provisions of paragraphs A. through J. above are illustrative portions of the layoff and recall rights established under the Merit System Statutes and Regulations and that the overall system is administered by the Civil Service Commission. If new rules are promulgated by the Merit System Board during the term of this contract they will supercede those cited in A. through J. above.

**L.** 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.

**M.** The State agrees to meet with the Union prior to any layoff notification to discuss all incidences of contracting or subcontracting that are based solely on fiscal considerations whenever it becomes apparent that a layoff or job displacement will result.

## ARTICLE 30

### SAFETY AND HEALTH

#### **A. 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.

#### **B. Employee Safety**

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

Employees will be instructed in the proper and safe operation of patient lifts or other devices that are used in the performance of their normal duties. Other safety and health training will be provided as deemed necessary and practical by the Department Head or designee.

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. Additionally, return transportation will be arranged if the employee is not admitted to the medical facility as an inpatient.

In the event an employee becomes seriously ill while on duty and is incapable of seeking medical attention on his/her own, the State will expedite medical attention by the best available means.

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

## ARTICLE 31

### RETIREMENT BENEFITS

#### **Pensions**

The State is a participant in the Public Employees Retirement System ("PERS"). 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.

#### **Health Benefits**

Those employees who have 20 or more years of creditable service on the effective date of P.L. 2011, c. 78, who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post retirement medical benefits as is required by law. In

accordance with P.L. 2011, c. 78, the Retiree Wellness Program no longer applies. The provisions of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article 7.

## **ARTICLE 32**

### **HEALTH BENEFITS**

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

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

3. Medicare Reimbursement - Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

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

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

- a) from implementation through June 30, 2012, one-fourth of the amount of contribution;
- b) from July 1, 2012 through June 30, 2013, one-half of the amount of contribution;



- c) from July 1, 2013 through June 30, 2014, three-fourths of the amount of contribution; and
- d) from July 1, 2014, the full amount of contribution,

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

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

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

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

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

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

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

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

### **C. Dental Care Plan**

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

discretion to determine the plan design, plan components and coverage levels under the program.

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

3. A member handbook describing the details of the Program, enrollment information and the required enrollment forms are available on the Division of Pensions and Benefits' website.

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

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

1. It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall be \$40 for regular prescription lenses and \$45 for bifocal lenses or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

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

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

**E.** The provisions of Sections (A) and (B) of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article 7.

### **ARTICLE 33**

#### **UNEMPLOYMENT COMPENSATION AND DISABILITY**

**A.** All employees in this unit are covered under the State Unemployment Compensation Plan under the current Laws of the State of New Jersey.

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

### **ARTICLE 34**

#### **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 picture, title, and affiliation with the Union.

## **ARTICLE 35**

### **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 36**

### **LIABILITY CLAIMS INDEMNIFICATION**

**A.** Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq.

**B.** For informational purposes only, the following paragraphs generally describe the provisions presently contained in the aforesaid.

#### **1. Defense of Employees**

a. Except as provided in paragraph 2 below, the Attorney General shall, upon the request of an employee, provide for the defense of any action brought against the employee on account of an act or omission in the scope of his employment. The Attorney General's duty to defend shall extend to a cross-action, counterclaim or cross-complaint against an employee.

b. The Attorney General must provide for the defense of an action unless it is more probable than not that one of the following three exceptions applies:

1. the act or omission was not within the scope of employment;
2. the act or failure to act was because of actual fraud, willful misconduct or actual malice; or
3. the defense of an action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.

c. In the event the Attorney General determines that the defense of an action would create a conflict of interest, but that the act or omission was within the scope of employment and did not involve actual fraud, willful misconduct or actual malice, the Attorney General may in his/her discretion retain outside counsel to represent the employee. If the State provides a defense, the cost of counsel shall be borne by the State.

d. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he concludes that such representation is in the best interest of the State.

e. Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.

f. The Attorney General may provide for a defense by an attorney from his own staff or by employing other counsel for this purpose or by asserting the State's right under any appropriate insurance policy, which requires the insurer to provide the defense.

## **2. Indemnification**

a. If the Attorney General provides for the defense of an employee, the State shall provide indemnification for the employee. Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

b. If the Attorney General refuses to provide for the defense of a State employee, the employee shall be entitled to indemnification if he establishes that the act or omission upon which the claim or judgment was based occurred within the scope of his employment as an employee of the State and the State fails to establish that he acted or failed to act because of actual fraud, actual malice or willful misconduct. If the employee establishes that he was entitled to a defense, the State shall pay or reimburse him for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse him for any judgments entered against the employee, and shall pay or reimburse him for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

## **3. Procedure for Requesting Legal Representation and Indemnification**

a. Any employee requesting legal representation from the Attorney General and indemnification shall first make such request to their appointing authority within ten (10) calendar days of the time he/she is served with any summons, complaint, process, notice, demand or pleading. Within a reasonable time from receipt of the summons, complaint, process, notice, demand or pleading from the employee, the appointing authority shall deliver to the Attorney General their recommendation and a copy of the summons and complaint, process, notice, demand or pleading. Upon such delivery the Attorney General may assume exclusive control of the employee's representation and such employee shall cooperate fully with the Attorney General's defense.

b. After receiving the agency's recommendation, the Attorney General will review said recommendation and in a timely manner will inform the employee in writing whether the Attorney General will provide representation, or if there is a conflict whether the Attorney General will retain outside counsel to represent the employee. In the event that the Attorney General determines that it will not provide for legal representation and/or will not indemnify the employee, the Attorney General shall provide the employee with a written statement of reasons justifying the denial.

## **4. Dispute Resolution Process**

The denial of a request for representation and/or indemnification under this article is a final administrative action, which may be appealed directly to the Superior Court, Appellate Division. If the employee appeals the denial of a request for representation and/or indemnification and requests that the Appellate Division accelerate the appeal, the Attorney General will not oppose such a request.

C. This provision of this Article shall not be subject to the Grievance Procedure as set forth in Article 7.

## **ARTICLE 37**

### **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.

The Union and the State will meet periodically to review the program as to its quality and methods of operation.

## **ARTICLE 38**

### **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 (1) 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 (2) weeks or longer may upon one (1) 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 (1) 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.

**D.** Facilities convenient to work stations will be provided at each institution for employees to hang coats and hats and to place overshoes while they are on duty.

## **ARTICLE 39**

### **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 as provided by law. The State requires each individual accepting such authorization to maintain insurance for personal liability in the amounts of \$25,000 for each person and \$50,000 for each accident and \$10,000 property damage for each

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

## **ARTICLE 40**

### **EDUCATION BENEFITS**

#### **A. Tuition Aid Program, Scholarships, and Financial Assistance**

1. The Tuition Aid Program shall be continued with tuition for approved job related training paid by the State.

2. Scholarships and financial assistance which may include paid leaves of absence in certain job related educational areas will be offered by the State on a continuing basis, and within the limits of available funding.

3. Information including application details, requirements and methods of selection shall be provided to the Union for the above programs.

#### **B. In-service Training**

1. In-service Training appropriate to employees in this unit shall be offered.

2. Employees eligible for participation shall be advised, at the earliest possible date, of the details of the training.

3. Employees shall be given written confirmation of the completion of in-service training when such training occurs. Upon request employees may receive copies of the records of in-service training that are contained in their personnel file or in the training office file.

#### **C. GED**

General Education Development instruction and tests shall be offered to employees on a regular and continuing basis at locations in proximity to the various worksites in accordance with the Department of Education's program.

#### **D. Education Review Committee**

A committee consisting of three (3) representatives from the State and three (3) representatives of the Union shall meet twice a year if requested in writing by the Union to review all Education programs offered to employees in this Unit. At least two weeks prior to any such meeting, the Union must submit to the Office of Employee Relations a written agenda of all items to be discussed.

#### **E. Special Training**

The State will join with the Union to provide a program of training in order to prepare employees for upgrading to the positions of Human Services Technician and Cottage Training Technician.

F. Employees' request for a change in work shift in order to pursue an education to qualify for a higher position will be considered.

## **ARTICLE 41**

### **OUTSIDE WORK**

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 42**

### **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 43**

### **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 post such changes 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 44**

### **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 45**

### **TERM OF CONTRACT AND NEGOTIATIONS PROCEDURES**

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

This Contract shall become effective on July 1, 2011 and shall remain in full force and effect until June 30, 2015.

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 February 1, 2015, or February 1 of any succeeding year.

#### **B. Negotiations Procedures**

1. The parties agree to enter into collective negotiations concerning a successor Contract to become effective on or after July 1, 2015, 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 in an effort to resolve such impasse.

## **ARTICLE 46**

### **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 47**

### **NOTICES**

For the purpose of giving notice as provided in Article 45, Term of Contract, the State may be notified through the Director, Office of Employee Relations, Governor's Office, PO 228, Trenton, New Jersey 08625; and the Union through the Executive Director, Council No. 1, American Federation of State, County, and Municipal Employees, 2930 South Broad Street, Trenton, New Jersey 08610.

IN WITNESS WHEREOF, the State and the Union have caused this Contract to be signed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_ 2012.

FOR THE STATE OF NEW JERSEY:

FOR THE AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO, COUNCIL NO. 1:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE DEPARTMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **MEMORANDUM OF UNDERSTANDING 1**

The parties agree that the hearings provided for in Article 8 of the Contract shall be conducted in accordance with the following guidelines:

**1.** All hearings shall be conducted in an informal manner, without reference to formal rules of evidence, but subject to the following principles:

a. The hearing officer shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant, or unduly cumulative testimony.

b. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered. The hearing officer may determine that witnesses be sequestered without a request from either party.

c. The petitioning employee shall not be required to testify, but if he/she does testify voluntarily, he/she may be cross-examined upon any matter relevant to the hearing.

d. Whenever written eyewitness accounts of incidents are used as evidence in cases involving removal or suspension, the employee who prepared and/or signed such document shall be available for cross-examination unless such appearance presents an undue hardship. Hearings shall be scheduled in keeping with this provision.

e. The decision shall include:

(1) A short statement of the nature of the proceedings;

(2) Discussion of testimony or evidence;

(3) Specific findings of fact;

(4) Conclusion and decision based on findings of fact and applicable laws

and rules.

**2.** Provisions of this Memorandum of Understanding are not grievable, however, instances of non-adherence to the above guidelines when reported by the Union to the Office of Employee Relations shall be investigated and corrected.

### **MEMORANDUM OF UNDERSTANDING 2**

The parties agree that the provision concerning the promotion of Senior Food Service Workers contained in Article 10 will continue in future years so that when employees who complete one year of service in the title of Senior Food Service Worker shall be promoted to the title of Senior Food Service Handler.

### **MEMORANDUM OF UNDERSTANDING 3**

#### **COMPENSATORY TIME**

The State and the Union agree to meet within sixty (60) days after this agreement is signed to discuss issues related to the requests for use of compensatory time and the repeated use of mandatory overtime assignments.

## MEMORANDUM OF UNDERSTANDING 4

### JOB SECURITY

**A.** This side letter will confirm the understanding between the parties regarding some of the efforts the State of New Jersey (State) will undertake to lessen the impact of future privatization or the closing of State facilities primarily for fiscal reasons that occur during the period from ratification of this contract through June 30, 2015, and which impact on employees in the AFSCME Health Care Unit. This letter refers to negotiation unit employees who are ultimately laid off at the conclusion of the State's layoff procedures, but the layoff would have to be the result of the State's decision to privatize a function or to close a facility primarily for fiscal reasons. This Side Letter applies only in those situations involving privatization or closure of a facility primarily for fiscal reasons.

**B.** In the event the State seriously considers privatization or closure of a facility or function that could result in the layoff or displacement of bargaining unit employees, the State agrees to give the union reasonable advance notice, but no less than 90 days prior to awarding a privatization contract to perform the work or closure of a facility.

**C.** The State agrees to provide, upon written request by the Union, relevant cost information available to the public, including public documents involving the RFP (Request for Proposal), once issued and copies of all bid notices for proposals and shall meet with the Union following the issuance of the RFP. It is understood that in any event, the decision to privatize is a managerial prerogative that may not be subject to the negotiation process.

**D.** If there is a pending or proposed general layoff, the State may review existing private contracts for work similar to that of the employees considered for layoff or dislocation.

**E.** The State agrees to comply with all Civil Service regulations to lessen the possibility of the layoff or demotion-in-lieu-of layoff of employees in the negotiation unit.

Consistent with Civil Service regulations, the State will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes;
2. Separation of non-permanent employees;
3. Returning provisional employees to their permanent titles;
4. Securing of transfers and reassignment to other employment;
5. Filling of existing vacancies; and
6. Voluntary reduced work time and voluntary layoff or demotion.

**F.** The State will provide reasonable training for qualified employees to the extent there are openings and laid off employees require training to fill them.

**G.** This Side Letter is for informational purposes only.

**MEMORANDUM OF UNDERSTANDING 5**

**TASK FORCE ON HUMAN SERVICE TECHNICIANS  
AND  
COTTAGE TRAINING TECHNICIANS AND TITLE UPGRADE REVIEW**

The State of New Jersey and AFSCME Council #1 agree to form a task force to focus on the Senior Human Services Technician and/or Senior Cottage Training Technician titles. The State agrees that it will notify AFSCME Council #1 of any decision to reduce the number of positions, and if requested, will meet with the Union to discuss matters relating to any reduction in the number of positions. The parties agree the decision to reduce the number of such positions remains a managerial prerogative.

The task force will consist of no more than three representatives of AFSCME Council #1 and representatives of the Governor's Office of Employee Relations and the Departments of Human Services and/or Military and Veteran's Affairs and Personnel.

**SIDE LETTER OF AGREEMENT 1**  
**USE OF E-MAIL**

The parties agree that the provisions of this Side Letter are not intended to expand the e-mail or computer access currently provided to AFSCME members that do currently have such access, unless the AFSCME member's job requires such access.

The following provisions apply to the use of the State's email system to communicate about union related matters:

**1.** In recognition of the Union's need to communicate with its stewards and members to fulfill its legal obligations as the exclusive majority representative for employees in the Health, Care and Rehabilitation Services unit and in recognition of the State's need to effectively and efficiently manage its operations, the parties agree to provide AFSCME with access to the State's email system subject to the conditions set forth in the following paragraphs.

**2.** AFSCME Local staff representatives and officers may utilize the State's e-mail system to communicate with Union stewards and members pursuant to the terms of this side letter. The Union may transmit information via the State's e-mail system to Union shop stewards and members concerning one or more of the following subjects:

- a. Union elections and results thereof;
- b. Union appointments;
- c. Union meetings;
- d. Contract administration and enforcement.

Nothing in this E-Mail Policy shall be construed to permit the use of the State's E-Mail System for the purpose of providing notification of Union rallies, demonstrations or similar gatherings.

E-mail communications from AFSCME Local staff representatives or officers to Union stewards may be individual or group communications, but group communications shall be limited to a Local's designated stewards within a single department. In no event shall a single e-mail be sent to more than eighty (80) recipients in one transmission; however, an e-mail intended for more than eighty (80) recipients may be sent to all intended recipients by multiple transmission of the same e-mail. AFSCME Local staff representatives or officers may communicate with bargaining unit members by way of individual, single transmission e-mails, which may be copied to no more than four (4) other persons. With notice to the appointing authority, the Local may also create e-mail groups relating to a specific workplace issue or project, subject to the requirements and limitations of this paragraph. Such groups shall cease in operation and effect upon completion of the project or resolution of the issue for which the group was created. E-mail communications relating to subjects not specifically identified in this paragraph are not permitted. Local staff representatives and officers who use the State's e-mail system will provide the State with the e-mail addresses from which they will send e-mail to stewards and unit members pursuant to the terms of this agreement. All group e-mails sent under this paragraph must be copied to OER at [goer@gov.state.nj.us](mailto:goer@gov.state.nj.us) simultaneous with sending of the e-mail.

**3.** AFSCME stewards may utilize the State's e-mail system to transmit information to bargaining unit employees within their jurisdiction subject to the requirements and limitations of paragraph two (2) above. E-mail communications from AFSCME stewards to employees may be individual or group communications, but group communications shall be limited to the employees within the steward's jurisdiction. In no event shall a single e-mail be sent to more than eighty (80) recipients in one

transmission; however, an e-mail intended for more than eighty (80) recipients may be sent to all intended recipients by multiple transmission of the same e-mail. All group e-mails sent under this paragraph must be copied to OER at [goer@gov.state.nj.us](mailto:goer@gov.state.nj.us) simultaneous with sending of the e-mail.

**4.** AFSCME stewards and bargaining unit members employed by the State may utilize the State's e-mail system to communicate with local representatives and other members, including stewards, subject to the requirements and limitations of paragraph two (2) above. However, e-mail communications provided by this paragraph shall be limited to individual communications only, and shall not include group communications. For the purpose of this paragraph, a group communication is a single e-mail sent to multiple recipients in a single or multiple transmissions.

**5.** E-mail communications permitted by this side letter are limited to text and clip art only. Attachments to e-mail communications are limited to clip art, text documents, PDF files and HTML links to the National Union's and local unions' web sites. The total size of all attachments to any single e-mail may not exceed one megabyte. All other attachments are prohibited, including but not limited to those attachments specifically set forth in Attachment A, attached hereto.

**6.** All e-mails, other than individual e-mails to a member or steward about a specific disciplinary action, grievance, appeal or contractual matter, permitted pursuant to ¶ 2 of the Side Letter, shall be identified as union business, and shall contain the identifier "Union Business" in the subject line of the e-mail. All e-mails shall be of reasonable length; notice will be provided to those union staff, officers, stewards and members whose e-mails are consistently excessive in length. All e-mails shall be from an e-mail address that identifies the responsible sender and not a common or shared address. The Union recognizes that such emails are not confidential and the State does not waive its right to review them.

**7.** State employees covered by this side letter, including shop stewards, shall not open, read, review, forward, draft a response to or send a response to an e-mail permitted by this agreement during work time. State employees covered by this side letter shall be notified of this restriction by the respective appointing authority.

**8.** The content of all e-mails permitted by this side letter are subject to such restrictions and limitations as may be provided by law, regulation, contract or existing work rules and policies, including but not limited to Article 6, Section D of the collective negotiations agreement, N.J.S.A. 4A: 10-1.2 (concerning political activity in the workplace) and such anti-harassment and anti-discrimination policies presently maintained by the State.

Specifically, no e-mail permitted by this side letter shall contain material or content that is profane, obscene, or defamatory of the State, its representatives and employees, nor anything constituting campaign material or political solicitation. In accordance with Article 5, Section E of the parties' collective negotiations agreement, the use of the State's e-mail system by Local union staff representatives, officers, stewards and members shall be characterized by mutual respect and common dignity for all employees, including managerial employees. It is understood that the State has a right to review e-mail communications between the locals, stewards, and unit members to ensure compliance with the terms of this side letter.

**9.** To ensure the prompt resolution of disputes arising from this side letter, the State and the AFSCME shall mutually select an arbitrator, who shall retain jurisdiction over the interpretation and enforcement of this agreement for its duration. Where an e-mail sent by a Local staff representative or officer is believed to have violated the terms of this side letter,

he/she shall have his/her e-mail privileges immediately suspended. The e-mail believed to have violated the agreement shall be forwarded, via e-mail, to the arbitrator, who shall make an expedited ruling as to whether the side letter was violated. In the event a violation is found, the users' e-mail privilege shall be suspended for a period of time and/or revoked, as determined by the arbitrator.

In the event no violation is found, the users' e-mail privilege will be immediately restored. The review of the arbitrator shall take place without hearing, testimony or argument from either party, and the parties anticipate a decision from the arbitrator, to be communicated by e-mail, within 72 hours of submission. The costs for this process shall be equally shared between the parties. The expedited review process set forth herein is limited to the application and enforcement of this agreement as to non-State employees, and shall not diminish or otherwise restrict the State in the exercise of its inherent managerial prerogatives with respect to State workers.

**10.** The AFSCME shall indemnify and hold the State harmless against any claims, suits, grievances or other liabilities arising from the Union's use of the State's e-mail system as provided by this side letter.

**11.** AFSCME will designate National and Local Staff and Officers who will be sending out group and individual emails to shop stewards and members pursuant to this Article. AFSCME will provide these designees with training as to this Article and will provide the Office of Employee Relations with a list of the designees who have completed this training and the email addresses these designees will be using when sending out email in accordance with this article.

**12.** This side letter shall remain in effect through June 30, 2015. The parties may meet quarterly to discuss any issues, problems or concerns pertaining to the implementation, operation or compliance with this side letter.

**13.** On or before June 30, 2015, the parties may, by mutual agreement, extend or amend this side letter.

**14.** Either party may elect to terminate this side letter at the conclusion of the term of this Agreement, or within thirty (30) days thereafter, with thirty (30) days notice to the other party. In the event such notice is given, the party giving such notice will, at the request of the party receiving such notice, meet and discuss the termination of the side letter.

**15.** In the event neither party provides notice to terminate this side letter, the side letter shall continue in operation and effect until such time as notice to terminate is provided as set forth in paragraph fourteen (14) above.

**16.** This side letter shall not apply to State Colleges and Universities, each of which utilize an e-mail system separate and distinct from the State system.

**Attachment A**

Pursuant to paragraph five, the following are examples of prohibited attachments to any e-mail covered by this Agreement:

- database files
- log files
- Mail message
- Spreadsheets
- windows clipboard files
- Dynamic Link library files
- graphics



PowerPoint presentations  
images  
photographs  
music files  
MIDI files  
Sound files  
multimedia files  
animation  
streaming video  
movie files  
HTML files  
Cursor files  
compressed files  
HTML links (other than to the union website)

**SIDE LETTER OF AGREEMENT 2**  
**ESSENTIAL EMPLOYEE DESIGNATIONS**  
**(AT 24/7 FACILITIES)**

The parties agree that this Side Letter of Agreement covers only inclement weather situations lasting two days or less in the developmental centers and state hospitals that are operated by the Department of Human Services and at other facilities operated on a 24/7 basis ("24/7 facilities").

1. The parties agree that the designation of essential requires employees at these 24/7 facilities to be present due to inclement weather situations. It is understood that all direct care employees shall be required to be present during such conditions to sustain such operations.

2. The parties agree that the need to designate non-direct care employees as essential during inclement weather situations may vary according to the operational needs of the 24/7 facilities.

3. By July 1 of each year, departments will determine which non-direct care employees at these 24/7 facilities will be designated as essential and shall notify the employee and the Union of such designation. The Union and the employee shall be informed of any changes to such essential designation.

4. At the request of AFSCME the Union and management representatives at 24/7 facilities shall meet and discuss the designation of non-direct care employees as essential. OER shall participate in such discussion(s).

5. Non-direct care employees designated as essential will not be unreasonably assigned patient care duties that are outside the scope of their skills and training.

6. When essential employees are required to work four or more hours beyond their regularly scheduled shifts or schedules, the State will make their best effort to provide them with meals, suitable accommodations for hygiene, rest periods and means to communicate with their families.

7. If the Union continues to dispute the essential designation of an employee or employees following a meeting with management representatives at 24/7 facilities, it may present the issue for review to the department. The dispute shall be heard by the department as a Step 2 grievance pursuant to Article 7 of this Agreement. The department shall issue a written decision within twenty (20) days from the date the dispute is heard.

8. In the event that the matter has not been satisfactorily resolved at the department level, within 30 days of receipt of the department's decision, the Union may appeal the decision to the Director of OER. The Director shall convene a meeting to address the dispute at which a department representative shall be present. The Director of OER shall render a final determination within thirty (30) days of the meeting.

9. Within ninety (90) days of the ratification of this Agreement, essential employees shall be given a permanent identification badge identifying them as essential.

**SIDE LETTER OF AGREEMENT 3**  
**ESSENTIAL EMPLOYEES (NON 24/7 FACILITIES)**

1. By July 1 of each year, departments will determine which employees will be designated as essential and shall notify the employee and the Union of such designation. The Union and the employee shall be informed of any changes to such essential designation.

2. If the Union disputes the essential designation of an employee or employees, it may present the issue for review, which shall initially be heard by the department under Step 2 of the grievance article of this Agreement. This does not preclude the parties from attempting to resolve this matter informally. The Union shall present such issue for review to the appropriate department within sixty (60) days of the notification of essential employee designation. Employees designated as essential will continue in that status during any review.

3. In the event that the matter has not been satisfactorily resolved at the department level, the Union may, within thirty (30) days of the department's decision appeal the disputed issue as a non-contractual grievance for final determination by the Director of the Office of Employee Relations (OER). The Director of OER shall render a final determination within thirty (30) days of the meeting.

4. Within ninety (90) days of the ratification of this agreement essential employees shall be given a permanent identification badge identifying them as essential.

5. This Side Letter of Agreement applies only to the designation of the employee as essential. This provision does not apply to the category of the essential designation.

**SIDE LETTER OF AGREEMENT 4**  
**UNION LEAVE DAYS**

**A.** The State will provide on a one-time basis a total of one hundred and thirty-eight (138) Union Leave days, not chargeable to the amounts of Union Leave days set forth in the Contract, in order to inform the employees of the terms and procedures of the Contract to assist in ratification efforts. The utilization of the Union Leave under this Letter of Agreement and the arrangement of the meetings with employees shall be subject to the conditions for such matters set forth in the Contract with the following exceptions:

1. This leave shall be made available only to the Union's President, Local Union Officers and stewards;

2. Each of the individuals mentioned in number 1 above may use no more than three (3) days of such leave; and

3. The use of this special leave shall not be included within the twenty (20) day per person limit provided in the body of the contract.

**B.** After the Contract is ratified, AFSCME Executive Board Members shall receive one (1) paid day each to attend training sessions on new contract language, provided that such days are available within the 138 days in A above.

**FOR THE DEPARTMENTS:**

**APPENDIX I**

The following provision(s) are set forth herein for informational purposes only. These matters as they apply to individual employees affected shall be grievable within the provisions of the Grievance Procedure in the Contract as defined in Article 7, Section A.2.

**TRANSFER**

**A. Definition:**

Transfer is the movement of a permanent employee within his job classification from one (1) organizational unit or Department to another organizational unit or Department.

When accepted for transfer, the request for transfer shall not be unreasonably withheld by the institution wherein he is employed.

**REASSIGNMENT**

**A. Definition**

Reassignment is the movement of an employee from one (1) 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. Conflicts in job class seniority shall be resolved on the basis of State seniority.

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 (1) additional reassignment under the provisions of Section C.1. above, within the succeeding twelve (12) month period.

**D. Shift Change**

For purposes of this Contract, shift changes shall be considered as reassignments.

## **FACILITIES PHASE OUT/CONSOLIDATION OF SERVICES**

It is further agreed that, in such situations, the movement of the employees will be in accordance with the following procedure. Initially, the affected employees will be moved on their same shift, to other work units as determined by the State. If, after the initial move, it is the view of the State that an imbalance of numbers of employees on the various shifts exists in the work units that received employees from the phased out section, the State shall post the open assignments for a maximum of five (5) days. If the assignments are not filled from the postings, they shall be filled by reassigning, using the procedure described in Reassignment, Paragraphs B. and C.1. and C.2. It is further agreed, however, that the posting and/or subsequent reassignments described above will be confined to the individual work unit or units that were affected by the initial movement.

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

<b>Range</b>	<b>Title Code</b>	<b>Title</b>
11	62523	Aide Commission for the Blind and Visually Impaired
12	44623	Baker
	44622	Baker 10 Months
12	40942	Barber
12	44633	Butcher
13	64844	Community Employment Service Worker
07	44642	Cook 10 Months
10	44643	Cook 12 Months
12	04143	Cottage Training Technician
08	60942	Day Care Aide
12	60944	Day Care Center Technician
99	60931	Day Care Center Worker Trainee, Youth and Family Services
	60932	Day Care Center Worker, Youth and Family Services
06	01031	Dental Aide
13	01035	Dental Assistant I
08	01032	Dental Assistant II
14	01035	Dental Assistant I Effective July 1, 2004
9	01032	Dental Assistant II Effective July 1, 2004
19	01053	Dental Hygienist I
16	01052	Dental Hygienist II
16	01044	Dental Mechanic
10	44704	Dining Halls Supervisor
15	00903	Emergency Medical Services Technician
03	44700	Food Service Worker 10 Months
06	44701	Food Service Worker 12 Months
12	40923	Hairdresser
09	62843	Health Aide
08	04112	Human Services Assistant
12	04116	Human Services Technician
11	62051	Income Maintenance Technician
19	40623	Institutional Trade Instructor I
17	40624	Institutional Trade Instructor II
99	32680	Medical Security Officer Recruit
15	03669	Occupational Therapy Assistant
15	03690	Physical Therapy Assistant
15	03844	Practical Nurse
16	03844	Practical Nurse Effective October 1, 2003
11	44713	Principal Homemaker Service Worker
11	62134	Principal Social Service Aide
05	04122	Program Aide A. Harry Moore School 10 Months
15	62031	Quality Control Reviewer

<b>Range</b>	<b>Title Code</b>	<b>Title</b>
09	03541	Recreation Aide
11	03542	Recreation Assistant
	03550	Recreation Trainee
15	65340	Rehabilitation Aide
14	04138	Residential Living Specialist
14	04172	Residential Services Supervisor 1-10 Months
11	04171	Residential Services Supervisor 2-10 Months
16	03845	Respiratory Therapy Technician
13		Senior Cottage Training Technician Effective July 1, 2004
11	60933	Senior Day Care Center Worker Youth and Family Services
06	44640	Senior Food Service Handler 10 Months
09	44641	Senior Food Service Handler 12 Months
05	44703	Senior Food Service Worker 10 Months
08	44702	Senior Food Service Worker 12 Months
13		Senior Human Services Technician Effective July 1, 2004
18	32687	Senior Medical Security Officer
17		Senior Practical Nurse Effective July 1, 2004
09	62133	Senior Social Service Aide
14	03643	Senior Therapy Program Assistant
14	66000	Senior Youth Worker
09	64833	Services Aide Labor
	62130	Social Service Aide Trainee
06	62132	Social Service Aide
15	63113	Substance Abuse Assistant
13	03850	Surgical Technician
09	03640	Therapy Aide
11	03642	Therapy Program Assistant
14	63613	Training Assistant
16	63614	Training Assistant
98	40815	Transitional Worker Direct Care
13	62544	Vocational Assistant Commission for Blind and Visually Impaired
12	18043	X- Ray Technician
12	66002	Youth Work