AGREEMENT

STATE OF NEW JERSEY

LOCAL NO. 195, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO
REPRESENTING OPERATIONS, MAINTENANCE AND SERVICES AND CRAFTS UNITS

LOCAL NO. 195, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO

AND

LOCAL NO. 32BJ, NEW JERSEY STATE MOTOR VEHICLE EMPLOYEES UNION, SEIU—AFL-CIO
REPRESENTING INSPECTION AND SECURITY UNIT

July 1, 2015 - June 30, 2019

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OPERATIONS, MAINTENANCE AND SERVICES
AND CRAFTS UNIT
AND INSPECTION AND SECURITY UNIT

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PREAMBLE

This Contract is made between the State of New Jersey and Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, covering all employees in the Operations, Maintenance and Services and Crafts Unit; and Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, and Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, covering all employees in the Inspection and Security Unit. This Contract has as its purpose the promotion of harmonious employee relations between the State and its employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of the wages, hours of work and other terms and conditions of employment. Further, 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.

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

ARTICLE 1
RECOGNITION

A. 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 Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, as the sole collective negotiating agent with respect to wages, hours of work and other terms and conditions of employment for all its employees in the state-wide Operations, Maintenance and Services and Crafts Unit.

2. The State hereby recognizes Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, and Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, as the sole collective negotiating agent with respect to wages, hours of work and other terms and conditions of employment for all its employees in the state-wide Inspection and Security Unit.

3. The State will not negotiate with nor grant rights solely afforded under the terms or provisions of this Contract to any other employee organization in connection with the employees in this unit as long as said Unions described above are the certified majority representative.

B. 1. Included in this unit are all full-time permanent (including probationary) provisional and unclassified employees of the State of New Jersey listed in Appendix III A, B and C and all permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week for forty (40) hour fixed work week titles and seventeen and one-half (17.5) hours per week for thirty-five (35) hour fixed work week titles and who are included in the classifications listed in Appendix III A, B and C, and Intermittent employees whose titles are listed in Appendix III A, B and C, and who meet the hourly requirements set forth in Letter of Agreement #3.

2. a. The State shall provide the Union with notice of all newly created classifications in State Service.

b. The State, after thirty (30) days, may make a final assignment of any new classification to a negotiating unit or decide that such classification is not included in any negotiating unit.

c. Within thirty (30) days of notification of a newly created classification, the Union shall notify the State in writing, if it contends that such new classification should be assigned to this negotiating unit. Where such written notification from the Union has been received, the State shall notify the Union as to what assignment, if any, has been made in connection with such new classification.

d. Disputes concerning the assignment of classifications may only be resolved through the processes of the Public Employment Relations Commission.

C. 1. Excluded from the Operations, Maintenance and Services and Crafts Unit are:

a. Managerial Executives
b. Supervisors
c. Policemen
d. Employees represented in other certified negotiations units
e. All other employees of the State of New Jersey not included within the statewide Operations, Maintenance and Services and Crafts Unit

2. Excluded from the Inspection and Security Unit are:

a. Managerial Executives
b. Supervisors
c. Policemen
d. Employees represented in other certified negotiations units
e. All other employees of the State of New Jersey not included within the statewide Inspection and Security Unit

D. Part-Time Employees

The inclusion of certain part-time employees within the negotiating unit and under this Contract shall not be construed to expand the coverage of any State program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provision of this Contract unless the substance of the provision describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Contract. Where such part-time employees are eligible for State programs or coverage under provisions of this Contract, appropriate pro-rations will be made in accordance with their part-time status.

E. Job Training Partnership Act

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

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 section A.2. of Article 7, Grievance

Procedure, or if relating to any item as set forth in Article 7, Grievance Procedure, C.l, then directly to the Civil Service Commission.

F. Intermittent Employees

The designation "intermittent" shall be used for those career service titles where work responsibilities are characterized by unpredictable work schedules and which do not meet the normal criteria for regular, year round, full-time or part-time assignments. The intent of this language shall not be abused. Upon request, the Union and State shall meet to discuss and rectify any suspected abuses of this provision.

G. Confidential Employees

If the State determines that an employee in a position currently represented by the Union is performing confidential duties as defined by Section 3 of the New Jersey Employer-Employee Relations Act (EERA), the State will notify the Union and provide the Union with the basis upon which it maintains that the employee is a confidential. If the Union objects to the designation of an employee as confidential prior to the removal of the employee from the unit, OER and the Union will meet to review the basis for the confidential designation. If after such review the Union continues to object, the employee may be removed from the unit as a confidential. The Union may pursue its objection in an appropriate forum.

ARTICLE 2
MANAGEMENT RIGHTS

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

B. Except as specifically abridged, limited or modified by the terms of this 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. The State shall notify Local 195 and Local 32BJ of any proposed changes in employee Code of Ethics, employee guidelines or any rules governing employee conduct prior to implementation and the Unions shall have the opportunity to discuss proposed changes with the State.

ARTICLE 3
MERIT SYSTEM LAWS, RULES AND REGULATIONS

A. The administrative and procedural provisions and controls of Civil Service law and Rules and Regulations established by law (for example, those of the Civil Service Commission) are to be observed in the administration of this Contract except 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 such provisions and 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.

C. This Article does not apply to employees in the unclassified service.

ARTICLE 4
NON-DISCRIMINATION

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

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 negotiations agent and agrees to represent all employees in the negotiating unit without discrimination or interference.

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

ARTICLE 5
POLICY AGREEMENTS

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

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

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

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

ARTICLE 6
DUES DEDUCTION, REPRESENTATION FEE AND UNION POLITICAL ACTION COMMITTEE

A. Dues Deduction

1. The State agrees to deduct from the regular paycheck of any employee in the Operations, Maintenance and Services and Crafts Unit, the dues of Local No. 195, International Federation of Professional and Technical Engineers, AFL-CIO, and from the pay of any employee in the Inspection and Security Unit the dues of Local No. 195, International Federation of Professional and Technical Engineers, AFL-CIO, or the Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, provided the employee submits an authorization for dues deduction in writing and in proper form 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 deduction 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 otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the State, the State will review the matter and make best efforts to resolve the problem within two pay periods.

2. Dues so deducted by the State shall be transmitted to Local No. l95, International Federation of Professional and Technical Engineers, AFL-CIO or to the Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, as may be appropriate.

3. 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 receipt of the request.

4. Where an employee's dues deduction is discontinued, the Union shall be provided with the State's reason for the discontinuance on a quarterly basis. Unless an employee withdraws authorization for the deduction of Union dues, the State will continue to deduct dues. The movement of an employee from one title to another title and/or from one unit to another unit will not affect dues deduction, unless the new title or unit is not represented by the Union. It is understood that a transfer from IFPTE to SEIU or from SEIU to IFPTE is not considered a transfer from one unit to another.

5. Dues deductions for any employee in this negotiating unit shall be limited to the exclusive majority representative. Employees shall be eligible to withdraw such authorization only as of July l of each year provided the notice of withdrawal is filed timely between May 20 and June 20 with the responsible payroll clerk.

6. The State will provide the Union with the following information on computer tape or disk provided by the Union: (1) employee's name, (2) address, (3) employee identification number, (4) check distribution number, (5) payroll number, (6) dues or agency shop fee amount, (7) negotiations unit, (8) sex, (9) title, (10) anniversary date, (11) range and salary step, (12) pay period [and] (13) location code and current key. Employee paychecks will separately identify Union dues and representation fees.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

a. Subject to the conditions set forth in section 1.b. 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 until June 30, 2019. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

b. It is understood that the continuation 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.

c. If at the signing of this Contract 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 l, April l, July l or October l, the agency fee plan shall be reinstated, with proper notice to affected employees.

d. In each year of the Contract on July l, 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.

2. Amount of Fee

a. 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 paragraph A. above.

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

3. Deduction and Transmission of Fee

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

b. 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.

c. 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 non-member status.

d. 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 the State's agreement to make deductions in accordance with this provision. The State shall not be liable to the Union or employee 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. Legal Requirements

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

C. Union Political Action Committee

Pursuant to legislation, the State shall upon presentation of a proper and duly authorized form, deduct from the salary of each employee in the negotiations unit a sum specified by the Union and not to exceed the limits prescribed by law, for the purpose of contributing to an appropriate Union Political Action Committee.

This provision applies to present and future members and non-member employees in the negotiations units.

The fee deduction referred to above shall be forwarded to the Union promptly and in accordance with the provisions of applicable law.

ARTICLE 7
GRIEVANCE PROCEDURE

A. Grievance Definition

A "grievance" is:

l. A claimed breach, misinterpretation or improper application of the terms of this Contract (contractual grievance); or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policies, agreements, administrative decisions, or laws, applicable to the agency or department which employs the grievant which establish terms and conditions of employment (non-contractual grievance). For purposes of this Contract, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered hereunder and on which the negotiated agreement will not significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy.

B. Purpose and Employee and Union Rights

l. The purpose of this procedure is to provide the exclusive vehicle for prompt and equitable solutions and settlements of individual employee grievances and Union grievances arising from the administration of this Contract and/or other conditions of employment.

2. It is agreed that the individual employee is entitled to use this grievance procedure in conjunction with the Union in accordance with the provisions hereof.

3. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

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

C. Scope of the Grievance Procedure

l. 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, sections A.l. and 2. above, except for those specific matters listed below:

a. The following matters may only be appealed directly to the Civil Service Commission subsequent to proper notification to the responsible local management officials:

l. Out-of-title-work
2. Position Classification and re-evaluation review
3. Layoff and recall rights
4. Merit System examination procedures for which an appeal exists
5. Removal at completion of working test period
6. Leave of absence due to job-related injury or disease

b. A claim of improper and unjust discipline against an employee shall be processed in accordance with Article 8, Discipline, of this Contract.

2. A claimed breach, misinterpretation or improper application of Article 3, Merit System Laws, Rules and Regulations of this Contract is grievable only as an A.2. grievance.

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

D. Filing of the Grievance

l. Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis prior to filing a formal grievance at Step One.

2. In the event that the grievance has not been satisfactorily resolved on an informal basis then the grievance may be reduced to writing on a grievance form to be provided for such purpose. The grievance form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Contract, and/or policies, which the grievant claims to have been violated.

3. All such grievances shall be given in writing to the designated representative of the party against whom it is made on "grievance forms" to be provided by the

State. If forms are not made reasonably available to employees, a grievance may be filed in writing without a form provided that such grievance adequately sets forth the nature of the grievance and describes the policies and/or articles of the Contract that are alleged to have been violated. 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.

4. When a grievance is initiated, the original forms shall be forwarded to the Personnel Officer of the appropriate operating agency and to the appropriate Union office: Local 195 at Union Headquarters, 186 North Main Street, Milltown, NJ, 08850, or to the Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, to Nicholas Minutillo, 397 Passaic Avenue, Lodi, New Jersey 07644; and the employee representative copy shall be forwarded to the appropriate Union representative. After the grievance is resolved, the copies shall be distributed as designated on the grievance form.

5. Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure, prior to arbitration without hearing at a lower step.

6. Where a grievance directly concerns and is shared by more than one (l) grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants. The presentation of such group grievance will be by the appropriate Union representative and one (l) of the grievants, designated by the Union. Where the group contains more than ten (10) grievants and where because of the unique circumstances of the case more than one grievant is necessary the Union may be permitted to designate two (2) of the affected grievants for the presentation of the grievance. A group grievance may only be initiated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the State to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected and the Union shall be notified of this action.

E. Grievance Time Limits and Time Limits for Management Responses

l. 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 unless otherwise indicated are working days of the party to which they apply.

2. Final decision after a scheduled hearing shall be rendered in writing to the grievant and to either Local No. 195 at Union Headquarters, 186 North Main Street, Milltown, NJ, 08850, or to the BJ Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC,, to Nicholas Minutillo, 397 Passaic Avenue, Lodi, New Jersey 07644, within the following time limits or within fifteen (l5) calendar days after the conclusion of the meeting at Step One or hearing at Step Two, and twenty-five (25) calendar days after the conclusion of the hearing at Step Three, whichever is later.

a. At Step One, within ten (10) calendar days of the receipt of the grievance, a meeting shall be scheduled.

b. At Step Two, within fifteen (15) calendar days of the receipt of the appeal from the Step One decision, a hearing shall be scheduled.

c. At Step Three, within twenty-five (25) calendar days of the receipt of the appeal from the Step Two decision, a hearing shall be scheduled.

3. 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 ten (10) calendar days to the next step. The lack of response to a grievance by the State within prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

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

5. All of the time limits contained in this Article may be extended only by mutual agreement of the parties and shall be confirmed in writing, and the involved management representative will undertake such written confirmation.

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

7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the thirty (30) calendar days provided in section E.l. above except that payroll errors shall be corrected to date of error.

F. Grievance Steps and Arbitration (Grievance Steps and Arbitration for Employees at State Colleges and Universities are set forth in G. below)

l. Step One

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the first level of supervision designated to consider the matter. If a worker files a formal grievance, the Union will be provided with a copy of the grievance within five (5) days from the date of filing. Management shall either decide to have the designated supervisor consider the grievance or directly forward the grievance to be processed in accordance with Step Two. In the event management decides to move the grievance to Step Two, management will notify the grievant in writing within eight (8) calendar days of the receipt of the grievance. If management decides to have its designated supervisor consider the matter with the grievant, the designated supervisor shall render a determination in writing and in keeping with the time limits set forth in paragraph E. above of this Article. The appropriate Union representative shall be an employee (see paragraph J. below).

2. Step Two

If the grievant is not satisfied with the disposition of the grievance at Step One, he may appeal to the highest management representative or other designated individual. If a worker files a formal grievance, the Union will be provided with a copy of the grievance within five (5) days from the date of filing. The management representative or his designee shall conduct a hearing. The appeal shall be accompanied by the decisions at the preceding level and any written record that may have been made a part of the preceding hearing. In the event the grievance has been moved directly to Step Two pursuant to management's option set forth in Step One, then the time limits established under paragraph E. above for Step Two shall be applied from the date such grievance was received by the highest operational management representative. The employee shall be notified of such movement to

Step Two. The appropriate Union representative shall be an employee (see paragraph J. below).

3. Step Three

a. In the event that the grievance has not been satisfactorily resolved at Step Two, then an appeal to the Department or Agency Head or his designee may be made in writing. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made a part of the proceedings. The Department or Agency Head, or his designee, shall hear the grievance and shall thereafter issue a written decision to the grievant, a copy of which shall be sent by mail to either Local No. 195 at Union Headquarters, 186 North Main Street, Milltown, NJ, 08850, or to the Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, to Nicholas Minutillo, 397 Passaic Avenue, Lodi, New Jersey 07644. The Union Representative shall be an appropriate Union official who is not an employee of the State and/or another appropriate Union Representative who is an employee (see paragraph K. below).

b. If the decision involves a non-contractual grievance as defined in A.2. above the decision of the Department Head or his designee shall be final, except as provided below.

c. For any contractual grievance defined in A.1 above for which a hearing was held at Step Two, the Department or Agency Head, in his or her sole discretion, may elect to waive a second hearing at Step Three. In the event the Department or Agency Head chooses to waive a hearing at Step Three, it must notify the Union in writing within the time set forth in Paragraph E. Within twenty-two (22) calendar days of said notice, the Union may request arbitration in accordance with Paragraph 5 below.

4. Appeal to the Governor's Office of Employee Relations

a. In the event the grievance has not been satisfactorily resolved at Step Three and it is a non-contractual grievance as defined in A.2. above or an alleged violation of Article 4, Non-Discrimination, of the Contract, which is not legally arbitrable under the Contract, the Union may submit the grievance to the Governor's Office of Employee Relations within fourteen (14) calendar days of receipt of the decision at Step Three.

b. If an appeal is not made in a timely fashion the decision of the Department Head or designee shall be final.

c. The Governor's Office of Employee Relations shall schedule grievance meetings on a quarterly basis with the Union so that the Union may present its position on the grievances submitted to the Governor's Office of Employee Relations during that quarter for consideration. The parties may mutually agree to schedule additional meetings. The appropriate Union representatives shall be an appropriate non-employee representative and no more than two (2) other appropriate Union officers who shall be employees of the State but not employed by the same Department of State government. The Governor's Office of Employee Relations shall render a decision on each grievance within thirty (30) days of the grievance meeting.

d. The Union agrees that such grievances will be screened through its internal mechanisms prior to submission to the Governor's Office of Employee Relations under this procedure. It is understood and agreed that the maximum

number of grievances that may be appealed to the Governor's Office of Employee Relations during any contractual year is ten (10).

5. Arbitration

a. In the event that the grievance has not been satisfactorily resolved at Step Three, or the Step Three hearing is waived pursuant to Paragraph 3.C above, and the grievance involves an alleged violation of the Contract as described in the definition of a grievance in A.l. above, then a request for arbitration may be brought only by the Union, through its President or one of the Business Agents or Attorney within twenty-two (22) calendar days from the day the Union received the Step Three decision by mailing a written request for arbitration by certified or registered mail to the Director of the Governor's Office of Employee Relations. All communications concerning appeals and decisions at this step shall be made in writing. A request for arbitration shall contain the names of the Department or Agency and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure. If mutually agreed a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement. Neither party will unreasonably deny the request of the other party for such a conference.

b. Within thirty (30) days of the execution of this 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 that 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. Each member of the panel of arbitrators and the neutral on the Joint Union/Management Panel serves by mutual agreement of the State and the Union. If, during the term of the agreement, either side finds an arbitrator or the neutral to be unacceptable the parties will meet and attempt to resolve the problem. The arbitrator or neutral will be removed if the parties are unable to reach agreement regarding his continuation. A new arbitrator or neutral will be selected to replace the discontinued panel member. If the parties are unable to agree on such new panel member, an ad hoc replacement arbitrator or neutral shall be selected on a case-by-case basis under the selection procedure of PERC.

c. 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 policy of the State or sub-division thereof 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 essential in reaching the determination. Unless designated as advisory pursuant to any other Article of this Contract, 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. If the arbitrator renders a back pay award, then in accordance with State policy, appropriate benefits will be restored to the employee for the period of time covered by the back pay award. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Contract. 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.

d. The arbitrator shall hold a hearing at a time and place convenient to the parties within thirty (30) days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing.

G. Modified Grievance Steps for Employees at State Colleges and Universities

1. Step One

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the office or individual designated by the College/University to process the matter. Management shall schedule a grievance meeting unless the parties mutually agree to conduct a hearing. At the meeting one person shall act as spokesperson for the grievant and one person shall act as spokesperson for management. A reasonable number of resource people shall be allowed to attend the grievance meeting if mutually agreed to by the parties. A resource person is an individual in the active employ of the State who possesses direct information important to the clarification of the matter. The appropriate Union representative is set forth in Article 7, K.1.c. When a meeting is conducted and no resolution is reached, management shall put forth a statement stating the issue(s) grieved, the contract articles cited in the grievance, a summary of each parties presentation and a conclusion that no agreement between the parties has been reached and why such resolution has not been reached. Such written statement shall be rendered within the time frameworks outlined in Article 7, E.2.b. The statement issued at Step One shall be construed as management's Step One decision.

2. Step Two

a. In the event that the grievance has not been satisfactorily resolved at Step One, then an appeal to the President or his/her designee may be made in writing within time limits established in Article 7, E.3. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made a part of the proceedings. The President, or his/her designee, shall hear the grievance and shall thereafter issue a written decision to the grievant, a copy of which shall be sent

by mail to the Union Headquarters, 186 North Main Street, Milltown, NJ, 08850. The appropriate Union representative is set forth in Article 7, K.1.d. The time limits established under Article 7, E.2.c. shall apply.

b. If the decision involves a non-contractual grievance as defined in Article 7, A.2. the decision of the President or his/her designee shall be final, except as provided below.

3. Appeal to the Governor's Office of Employee Relations

See Article 7, F.4.a. through d. except that the reference in section F.4.a. to "Step Three" is changed to "Step Two".

4. Arbitration

See Article 7, F.5.a. through d. except that the reference in section F.5.a. to "Step Three" is changed to "Step Two."

H. Grievance Investigation-Time Off

l. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward will be granted permission and reasonable time, to a limit of two (2) hours, 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. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separate work locations and where the circumstances require it, a supervisor may authorize a maximum of four (4) hours for any appropriate investigation of grievances.

2. 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.

I. Time Off For Grievance Hearings

l. 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.

2. If the hearing extends beyond the employee's normal working hours or is held other than during his 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.

3. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal scheduled working hours. If such appearance is permitted during other than the employee's normal working hours, or extends beyond the employee's normal working hours, compensatory time equal to the additional time required shall be granted but such time shall not be considered time worked for computation of overtime.

J. General Rules and Procedures

1. 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 Governor's Office of Employee Relations with the Union President or one of the Business Agents.

2. Where an individual grievant initiates a grievance, such grievance shall only be processed through Union representation.

3. The Union, through its stewards or other authorized Union representative may initiate an A.l. grievance at Step Two of this procedure.

4. Relevant and necessary public information material and documents concerning any grievance will be provided by the Union and the State upon request to the other. If there is a dispute between the Union and management regarding entitlement to information under this provision, the Governor's Office of Employee Relations will resolve the matter.

5. Copies of any written documents which are introduced into evidence by the State and relied upon by the State hearing officer during any disciplinary or grievance hearings will be given to the Union if they have not been previously transmitted to the Union.

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

7. At Steps Two and beyond in the grievance procedure, if a hearing is held witnesses may be heard and pertinent records received.

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

9. The State, upon request, will make available to the Union relevant documents in its possession necessary to the processing of grievances through arbitration. Management will provide the requested documents within seven (7) calendar days from receipt of the request. In the event additional documents are thereafter discovered, the use of such documents shall not be precluded so long as the documents are disclosed not later than three (3) days prior to the arbitration hearing. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of that term in New Jersey Court Rule 4:18-1(a).

10. The Union, upon request, will make available to the State relevant documents in its possession necessary to the processing of grievances through arbitration. The Union will provide the requested documents within seven (7) calendar days from receipt of the request. In the event additional documents are thereafter discovered, the use of such documents shall not be precluded so long as the documents are disclosed not later than three (3) days prior to the arbitration hearing. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of that term in New Jersey Court Rule 4:18-1(a).

11. The Union may undertake to amend the grievance during the initial step at which such grievance is filed. By mutual agreement the Union may amend the grievance up to Step Three. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

12. A “steward” is an employee of the State serving as the designated union representative in the grievance district pursuant to Article 33 Section D.2. An

"executive board member" is an employee of the State, who sits on the executive board of a Union local. A local executive board member will have all the privileges of a steward and may represent any employee in the grievance district, regardless of the employee's negotiations unit. Time off for an executive board member is governed by Section I of this article. The parties will mutually designate the grievance district within the jurisdiction of an executive board member.

K. Appropriate Union Representatives and Grievance Districts

l. a. Each State institution or facility at which more than twenty-five (25) employees are assigned shall constitute one or more grievance districts. Where there are more than fifty (50) employees assigned to any such institution or facility, the involved Department or Agency Head or his designee may require that such institution or facility be structured into additional grievance districts provided that grievance districts encompassing fewer than fifty (50) employees may not be required.

b. Step One

The appropriate representative at Step One shall be the recognized Union Steward, who shall be an employee within the grievance district. In the event the grievance district does not have a designated and duly authorized steward, the Union may request of the involved Department or Agency that the Union's Business Agent or other appropriate non-employee Union representative be permitted to represent the grievant, or the involved Department or Agency may move the matter to the next higher step for hearing. Such request shall not be unreasonably denied. It is understood that the Union will make every effort to appoint appropriate stewards in each grievance district and the above privilege will not be abused by the Union.

c. Step Two

The appropriate representative at Step Two shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or districts encompassed by an institution or facility. In the event the grievance district does not have a designated and duly authorized steward, the Union may request of the involved Department or Agency that one of the Union's Business Agents or other appropriate non-employee Union representative be permitted to represent the grievant, or the involved Department or Agency may move the matter to the next higher step for hearing. Such request shall not be unreasonably denied. It is understood that the Union will make every effort to appoint appropriate stewards in each grievance district and the above privilege will not be abused by the Union.

d. Step Three and Arbitration

The appropriate representative at Steps Three and Arbitration shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or districts encompassed by the institution or facility and/or an appropriate Union Official who is not an employee of the State. That designated person shall serve as the spokesperson for the employee. The State and the union shall each have only one designated spokesperson.

2. a. Departments or Agencies having employees not encompassed within grievance districts by the terms of K.l.a. above, shall meet with the Union to establish mutually agreed upon grievance districts consistent with the operational needs of the Department or Agency and with the Union's representational responsibilities. This

may be accomplished by adding groupings of employees to grievance districts with the same Department or Agency established under section K.l.a. above, and/or by establishing mutually agreed upon separate grievance districts, within Departments or Agencies, encompassing ten (l0) or more employees.

b. Where appropriate, mutually agreed upon grievance areas within Department or Agencies encompassing five (5) or more grievance districts, may be separately established pursuant to subparagraph a. above.

c. Step One

The appropriate representative at Step One shall be the recognized Union Steward, who shall be an employee within the grievance district.

d. Step Two

The appropriate representative at Step Two shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or any established grievance area encompassing the involved grievance district.

e. Step Three and Arbitration

The appropriate representative at Step Three and Arbitration shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or any established grievance area encompassing the involved grievance district and/or an appropriate Union Official who is not an employee of the State. That designated person shall serve as the spokesperson for the employee. The State and the union shall each have only one designated spokesperson.

3. The Union may designate an alternate Union Steward from within a grievance district, to serve where the Union Steward is unavailable, except that in any grievance district encompassing fifty (50) or more employees the Union must designate an alternate Union Steward. Further, where the Union plans to designate representatives other than Union Stewards to serve as Step One and Step Two representatives, the Union must also designate alternate representatives, under the same conditions as apply to such other representatives, to serve when such other representatives are not available.

4. Where a Department or Agency cannot agree upon a grievance district plan, either the Department or Agency or the Union may bring the matter to the attention of the Office of Employee Relations, and the matter will then be discussed at that level.

5. Grievance district plans shall be reviewed periodically and revised where necessary.

6. Within thirty (30) days of the execution of this Contract, each Department or Agency shall supply the Union with a geographic breakdown of the number of unit employees at each work location.

7. A claim of improper and unjust discipline and/or disciplinary procedures against an employee shall be processed in accordance with Article 8 of the Agreement.

8. The State and the union agree that appeals to arbitration that are not scheduled for hearing within one year after a Step Two decision is rendered will be considered withdrawn unless: (1) the parties mutually agree in writing to extend the matter; or (2) the delay is the result of the State's unavailability or failure to schedule the arbitration within the one-year period.

ARTICLE 8
DISCIPLINE

A. The terms of this Article shall apply to permanent career service employees and probationary employees disciplined during their working test period. Unclassified and provisional employees shall only be covered where such is specifically provided.

B. 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. Suspensions may take the form of a suspension without pay, record suspension, or a combination of a suspension without pay or a record suspension. A record suspension is defined pursuant to N.J.A.C. 4A:1-1.3 and 4A:2-2.4(e). Record Suspensions will have the same weight as a suspension without pay for purposes of progressive discipline.

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

D. The burden of proof in disciplinary procedures shall be upon the State, except as otherwise provided.

E. Where an appointing authority or his designee imposes or intends to impose discipline pursuant to paragraph C. above, written notice of such discipline shall be given to the employee. Such notice shall contain a 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.

F. 1. The name of any employee who is notified of suspension or dismissal pursuant to paragraph E. above shall be transmitted to the Union as soon as is feasible and not to exceed seventy-two (72) hours after such notice. The notice shall specify the imposed or anticipated penalty.

2. The Union shall be notified within seventy-two (72) hours of notification to the employee that he has been dismissed at the end of the working test period.

G. Departmental Hearing Procedures for Permanent Career Service Employees and Probationary Employees Disciplined During Their Working Test Period

1. Any appeal relating to the involved disciplinary matter must be filed by the employee within fourteen (14) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal. The designee of the Department or Agency Head shall not be an individual who was personally involved in the facts of the dispute. The Department or Agency Head, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the appropriate Union representative who is an employee and/or a non-employee Union representative consistent with the representation provisions for Step Three in K.1.d. of Article 7, Grievance Procedure. Witness rights and procedural hearing requirements shall be as set forth in Article 7.

2. a. The decision rendered at the departmental hearing shall be final as to official written reprimands ("OWRs").

b. After a period of two years from the date of the issuance of a final notice of an OWR, the OWR shall be expunged from an employee's personnel file if requested in writing by the employee, provided the employee is not served with a notice of discipline charging the employee with misconduct or any nature prior to the expiration of the two-year period. This sunset provision, including expungement, does not apply to OWRs issued for incidents of workplace violence, 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.

c. When the OWR is the result of a settlement agreement, the terms of the settlement will govern with respect to expungement, if any.

d. The provisions of this article regarding expungement after two years apply only to OWRs that were issued after the ratification of this agreement.

3. Management and the Union are encouraged to resolve disputes over the proposed disciplinary action at the meeting/hearing. A disciplinary dispute may be settled by a "record" suspension, with no loss in pay, at any stage of the disciplinary review process. Such "record" suspensions will have the same weight as a suspension without pay for purposes of progressive discipline. A "record" suspension must be agreed to by the Union and the employee, and may not be recommended or imposed by way of a Preliminary Notice of Discipline.

H. Probationary Employees Disciplined During Their Working Test Period and Permanent Career Service Employees' Appeal Procedures Beyond the Departmental Hearing for Major Discipline

1. Major disciplinary penalties may be appealed to the Merit System Board, pursuant to Merit System Board Rules. Such appeal must be received by the Merit System Board within twenty (20) days after the date of receipt of the decision rendered in paragraph G. The Merit System Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

2. Major disciplinary penalties are as follows:

a. Suspension or fine of more than five (5) days at one time;

b. Suspension or fine for five (5) working days or less where the aggregate number of days suspended or fined in any one calendar year is fifteen (15) working days or more. The last suspension or fine where an employee receives more than three (3) suspensions or fines of five (5) working days or less in a calendar year;

c. Demotion;

d. Discharge.

I. Permanent Career Service Appeal Procedures Beyond the Departmental Hearing for Suspensions of One Through Five Days

l. There is hereby established a Joint Union/Management Panel consisting of two (2) individuals selected by the State and two (2) individuals selected by the Union and a third party neutral mutually selected by the parties. The purpose of this panel is to review appeals from Departmental determinations upholding disciplinary suspensions of one (1) through five (5) days. All panel neutrals must agree, in advance as a condition for being selected for inclusion on a panel, to accept a fee of no more than $1,000 per day, and to impose a fee of no more than $500 for a cancellation by either party without good cause.

2. In order for a disciplinary appeal to be considered by the panel, the involved employee must be a permanent career service employee, except as otherwise provided under paragraph K. below. The involved employee must file a written notice of appeal 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 Union, together with a copy of the decision and any other documents that have been made a part of the record of the matter.

3. Within ten (10) days of receipt of the Notice of Appeal, the Union President or Union's Business Agent shall notify the Governor's Office of Employee Relations in writing, whether it wishes to have such matter reviewed by the panel.

4. The panel shall meet once each month providing that there are at least ten (10) matters to be considered. If in any month there is no meeting because there are fewer than ten (10) cases on the agenda, there will be a meeting the following month if there are any cases to be heard. 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 considerations provided that the request is received at least seven (7) calendar days prior to the scheduled date of the panel meeting.

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

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 determines that a case raises issues which may warrant submission to arbitration, the Union may elect to appeal to disciplinary arbitration as provided herein. The neutral panel member may not serve as the arbitrator for any matter which has been submitted to the panel.

8. The fees of the neutral panel member will be shared equally by the parties.

9. Only minor disciplinary cases determined by the neutral panel member to warrant submission to arbitration, may be appealed to arbitration.

J. Arbitration

1. An appeal of a minor discipline to disciplinary arbitration may be brought only by the Union through the President, Business Agent or Attorney, by mailing a written request for disciplinary arbitration to the Director of the Governor's Office of Employee Relations, which must be postmarked within eighteen (18) calendar days

from the receipt of the decision rendered in section I.6. above. A request for disciplinary arbitration shall contain the name of the Department or Agency and the employee involved, a copy of the original grievance, the notice of discipline and any written decisions rendered concerning the matter.

2. a. The only matters that may be arbitrated are cases properly appealed from the minor disciplinary panel. The sole determination to be made by the arbitrator shall be the guilt or innocence of the employee and he shall, therefore, sustain the penalty imposed or vacate it by his opinion and award, however, the arbitration decision rendered shall be complete. He shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award.

b. The arbitrator's opinion shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions based on the facts. In addition, the arbitrator's opinion shall discuss any of the testimony, evidence or position of the parties which merit special analysis or explanation.

3. The fees and expenses of the arbitrator and the recording of the procedure 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.

4. Should the arbitrator decide to vacate the penalty, the award of back pay for the period of suspension shall be for hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding thirty-five (35), thirty-seven and one-half (37.5), or forty (40) hours per week or seven (7), seven and one-half (7.5), or eight (8) hours per day, as the case may be, less any deductions required by law or other offsetting income.

5. Within thirty (30) days of the execution of the 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. The arbitrator shall issue his decision within thirty (30) days after the close of the hearing.

K. Unclassified and Provisional Employees Discipline Procedures

1. 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. Upon request of the employee, the employee may be represented by the Steward, or a non-State employee representative of the Union

consistent with the representation provisions of this Article through the departmental hearing level.

2. In all disciplinary matters except dismissal from service such employees shall be entitled to utilize the provision of this Article through the Departmental hearing level. Suspensions of one through five days may be appealed to the minor panel pursuant to section I.

3. In the event an unclassified or provisional employee is dismissed from State employment without receiving specific written reasons and such dismissal is not related to fiscal problems or programmatic changes and in the judgment of the State such dismissal is not of a nature whereby the employee must be immediately removed from the work location, the State shall provide the employee with at least ten (10) calendar days' notice in advance of the dismissal.

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

4. It is understood that nothing herein shall be construed as limiting the State from exercising its inherent discretion to terminate employees who serve at the pleasure of the Department or Agency head, (i.e., unclassified employees) without stating the reasons therefore. Dismissal related to job performance shall not fall within the purview of this Article. Grievances concerning the interpretation of this Article shall be processed as non-contractual Article 7, A.2. grievances.

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

b. Nothing in this Article shall be construed as a waiver of any rights any employee may have under any Statute or Merit System Board regulation.

6. Unclassified employees not covered by a statutory disciplinary procedure, who have served in unclassified titles for a minimum of four (4) consecutive years, may appeal a Departmental level decision involving major discipline, for just cause, as defined under sections H.2.a. through d. of this Article, to the Governor's Office of Employee Relations.

7. An appeal to the Governor's Office of Employee Relations may be brought by the employee through the Union by mailing a written request for review of the Departmental decision to the Governor's Office of Employee Relations by certified or registered mail. Such request for review must be postmarked within fifteen (15) calendar days from receipt of the decision rendered by the Department. The request shall contain the name of the Department or Agency and the employee involved, a copy of the original appeal, the notice of discipline and the written decision rendered.

8. The Governor's Office of Employee Relations will meet with the Union to review the record of the discipline within thirty (30) days of receipt of the appeal from the Union. If the discipline appeal is not resolved at that meeting it shall be so noted in writing. The Union may elect to appeal the discipline to binding arbitration. The appeal shall be sent to the Governor's Office of Employee Relations (by registered or certified mail) and postmarked within eighteen (18) calendar days from the GOER/Union written determination.

9. The arbitrators hearing these appeals shall come from the panel selected to hear minor discipline appeals from the Joint Union Management Panel. The 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.

10. The arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the employee guilty, the arbitrator may approve the penalty sought or imposed, or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph B. of this Article. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty, he may order reinstatement with back pay for all or part of a period of an imposed suspension or reduction in grade or period that the employee was dismissed from service in determining the penalty to be imposed.

11. Should the arbitrator's award provide for reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled workweek at his normal rate of pay but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income for the back pay period specified by the arbitrator.

12. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis or explanation. The arbitrator shall not substitute a more severe penalty than has been imposed by the State.

13. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

L. General Provisions

1. In the event a formal charge of misconduct is made by the State against an employee and, if he so requests, he shall be entitled to a representative of the Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of such recording. Where an employee is interrogated during the course of an investigation and when there is 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 so requests, be entitled to a representative of the Union, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

2. A permanent career service employee must be served with a Preliminary Notice of Disciplinary Action setting forth the charges and afforded the opportunity for a hearing prior to imposition of major discipline, except:

a. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or the immediate suspension is necessary to maintain the health, safety, order or effective direction of public services.

b. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job.

c. Where a suspension is immediate under section 2.a. or 2.b. of this paragraph, and is without pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The employee may be represented by an authorized union representative. The response may be oral or, in writing, at the discretion of the appointing authority.

3. a. Nothing in this Article of the Contract shall be construed to limit the right of the State to implement any disciplinary action notwithstanding the pendency of any appeal proceeding. Where a fine is imposed as a disciplinary measure and the matter is appealed within the disciplinary procedure provided in this Contract and where the fine is $l00 or more, the enforcement of the fine will be withheld upon request of the employee being fined pending hearings and final disposition of the appeal as provided herein, provided the grievant continues in his employment with the State.

b. Notwithstanding the time limits set forth above, where a suspension or discharge disciplinary action is implemented prior to Departmental or Agency hearing, every effort will be made to hold the hearing and issue a decision within ten (10) calendar days of the filing of the appeal (excluding holidays and weekends) provided that the involved employee files the appeal within five (5) calendar days of notice of discipline (excluding holidays and weekends).

4. Where the implemented penalty involves a suspension of not more than five (5) days and the expedited hearing and decision provisions of section 3.b. above of this paragraph are not met, then the employee's salary shall be paid as if the suspension had not been implemented until such time as the matter is finally resolved. If the final resolution upholds the discipline, the salary for the days on which the employee was suspended will be deducted from his current salary at the rate which was in effect at the time of the suspension. This provision shall not apply where any delay in the Departmental hearing is contributed to by the Union or the grievant.

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

6. An employee shall not be disciplined for acts which occurred more than one (l) year prior to the service of the Preliminary Notice of Discipline, except for those acts which would constitute a crime or involve alleged violations of the New Jersey Policy Prohibiting Discrimination in the Workplace (“State Policy”). The employee's

whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed. Charges involving alleged violations of the State Policy must be brought within sixty (60) days of notification to the Appointing Authority of the EEO Investigative Determination.

7. When any permanent employee files an appeal of a preliminary written notice of removal for disciplinary reasons and when the appropriate Union representative designated to handle the case requests time off to investigate such action in order to achieve an understanding of the specific work problem the appropriate Union representative will be granted permission and reasonable time, to a limit of two (2) hours to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the appropriate Union representative and of any involved employee are adequately covered and providing further that there is no disruption of work. Such time release shall not be unreasonably withheld and upon request may be extended beyond the two (2) hour limit for specified reasons, if in the judgment of the supervisor, 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 separate work locations and where the circumstances require it, a supervisor may authorize a maximum of four (4) hours for any appropriate investigation.

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

8. The State, upon request, will make available to the Union relevant documents in its possession necessary to the processing of grievances through arbitration. Management shall provide the requested documents within seven (7) calendar days from receipt of the request. 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. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term in New Jersey Court Rule 4:18-1(a).

9. The Union, upon request, will make available to the State relevant documents in its possession necessary to the processing of grievances through arbitration. The Union shall provide the requested documents within seven (7) calendar days from receipt of the request. 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. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term in New Jersey Court Rule 4:18-1(a).

ARTICLE 9
SENIORITY

A. Permanent Employees

l. Employees shall be considered to have State seniority upon successful completion of the probationary period (working test period) for any permanent position, effective on the first day worked following such successful completion but computed from the date of initial hire. Such State seniority is accumulable unless

there is or has been a break in service as set forth below or during such time an employee serves a disciplinary suspension.

2. Employees shall be considered to have job classification seniority upon successful completion of the probationary period (working test period) for the job classification effective on the first day worked following such successful completion but computed from the date of initial hire or promotion to the particular job classification. Such classification seniority is accumulable unless there is or has been a break in services as set forth below or during such time an employee serves a disciplinary suspension.

3. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off; however, employee State and job classification seniority accrued prior to layoff shall be continued upon recall and reemployment, and the provisions of Article 38 shall apply.

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

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

6. 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 Board 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.

B. Provisional and Probationary Employees

1. Provisional and probationary employees (serving working test period), who have accrued State seniority under paragraph A. of this Article, shall continue to be considered to have the State seniority accumulated and shall continue to accumulate such seniority as long as such permanent status is maintained, subject to any break in service.

2. Except as provided in B.l. above, provisional and probationary employees (serving working test period) shall be considered to be without seniority. The absence of seniority shall not be construed to diminish the assignability of any employees to overtime or emergency work.

C. This Article shall not apply to employees in the unclassified service.

ARTICLE 10
HOURS OF WORK

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

B. l. All employees shall be scheduled to work on a regular shift as determined by the appointing authority which work shift shall have stated starting and quitting times. The specific work shifts shall be posted within the work unit.

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

C. An employee whose shift is changed shall be given adequate advance notice which normally will be at least two (2) weeks and which shall not be less than one (1) week, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled work week.

D. 1. Work schedules shall provide for a fifteen (l5) minute rest period during each one-half shift (except for employees of the Motor Vehicle Division within the Inspection and Security Unit where the present practice and procedure concerning work breaks will be observed).

2. Employees who are required to work beyond their regular quitting time into the next shift shall receive a fifteen (l5) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

E. When an employee is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

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

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

H. If there are any changes in the core hours of the department, the department shall notify the Union as well as the Civil Service Commission before any action is taken.

ARTICLE 11
COMPENSATORY TIME BALANCES

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. Where operational needs permit, employee requests for use of compensatory time balances shall be honored. Priorities in honoring requests for use of compensatory time balances will be given to employees:

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

C. Employees are required to give reasonable advance notice of their desire to use compensatory time off.

D. Ordinarily, a maximum of eighty (80) hours of compensatory time may be carried by an employee. Where the balance exceeds eighty (80) hours, the employee and the supervisor shall meet to amicably schedule such compensatory time off.

E. An employee may be required to schedule compensatory time off in keeping with the needs of the work unit or department. Such a request will not be made in an arbitrary fashion.

ARTICLE 12
OVERTIME

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

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

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

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

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

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

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

8. Those employees who have pre-authorization for sick-time (doctor's appointment, physical therapy, etc.) and are capable of performing the job duties of the overtime, shall not be restricted from working overtime because of the scheduled sick-time use. In order to be eligible under the provision, the employee must affirmatively inform their supervisor in advance that they are available for overtime.

9. When an employee is required to work hours outside of the employee's normal work day or workweek, the State will not avoid paying overtime by changing the employee's hours of work within the work day or workweek that such hours were worked. This provision shall not impair the State's rights under Article 10. The arbitration in the matter of State of New Jersey, DEP and CWA, Local 1037, OER No. 9901, shall not be used to interpret the language of this subsection.

B. 1. Overtime shall be scheduled and distributed by seniority on a rotational basis by occupational classifications within each functional work unit without discrimination provided it does not impair operations. Employees within their functional work unit who are qualified and capable of performing the work without additional training shall be called upon to perform such overtime work. To the extent that it is practical and reasonable to foresee, the State shall give the employee as much advance notice as possible relative to the scheduling of overtime work.

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

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

minimally in units of two (2) hours and in hourly or half-hourly increments thereafter.

4. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work and will be assigned overtime thereafter in one-half (1/2) hour increments. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours work except when the end of the call-in period coincides with the beginning of his regularly scheduled shift.

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

C. It is understood that each employee is expected to be available for a reasonable amount of overtime work. The existence of an emergency situation as defined by Article 14 shall be considered in determining the reasonableness of the amount of overtime work. An employee who refuses an overtime assignment because of a reasonable excuse shall be considered to have worked for the purpose of determining equal distribution of overtime and will not be subjected to disciplinary action, except where there is evidence of neglect. An employee's use of the same excuse multiple times will be considered when determining the "reasonableness" of his/her refusal of overtime assignments so that an excuse, which may have been reasonable on one or more occasions, may be unreasonable if used repeatedly, unless supported by medical documentation. Once an employee is scheduled and accepts an overtime assignment, he shall be subject to all State or Department rules and regulations and the appropriate provisions of this Agreement.

D. l. 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 reflect the approximate equalization of overtime for each employee in the work unit by job classification.

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

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

E. 1. The provisions above concerning overtime do not apply to employees designated as "NL" or "N4".

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

F. Departments which have an ongoing operational need, on a regular basis, to assign employees' schedules which do not provide for five (5) consecutive workdays, will at the request of the Union, discuss such general scheduling needs with the Union.

ARTICLE 13
EQUALIZATION OF EMERGENCY OVERTIME FOR SNOW AND ICE CONTROL

A. The opportunity to work emergency overtime for snow and ice control shall be extended to each employee eligible for such assignment on a rotational basis provided the employee is capable of performing the work. Such work shall be shared by all employees involved in the performance of this work without discrimination. Each employee is expected to be available for such emergency overtime work. An employee who refuses an assignment with a reasonable excuse will not be subject to disciplinary action; however, this provision may not be abused.

B. The distribution of such emergency overtime assignments shall reflect the approximate equalization of overtime for each employee in the work unit. For the purpose of determining approximate equalization of such emergency overtime, any assignment offered, whether or not worked, will be considered as if it were worked.

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

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

E. Employees eligible for special emergency rates will receive either the special emergency rate or the employees' regular overtime rate when entitled to overtime under the Fair Labor Standards Act, whichever is greater.

ARTICLE 14
EMERGENCY WORK

A. Unit employees (except those employed in the Department of Transportation where the current approved program will continue) shall be eligible for the special emergency rates or the employee's regular overtime rate when entitled to overtime under the Fair Labor Standards Act, whichever is greater, if called in to work under the following special circumstances:

1. Employees in the unit must be called in outside of scheduled work shifts; and
2. The work involved must be for emergency maintenance, replacement or repair of equipment or mechanical devices which are vital to the operation of an institution, agency or other function of the State; and
3. Such work must be necessitated by damage or failure resulting from storm, flood, explosion, sudden unexpected catastrophe or like causes; and
4. Such conditions must constitute unreasonable safety hazard to the public, employees or other persons or property of the State.

B. It is clearly understood that all of the foregoing elements or criteria must be met except as provided in paragraph G. below for an employee to be entitled to payment at the emergency rate. The following special project pay rates shall apply:

1. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., will be paid Group VI Emergency Rate (Code 6).

2. Employees who perform semi-skilled work including the operation of mechanized equipment such as trucks, plows, light-graders, backhoes, etc., will be paid Group V Emergency Rate (Code 5).

3. Employees who perform skilled work including the operation of heavy equipment or those employees who are assigned to be in charge of or supervise either semi-skilled or unskilled workers or both, will be paid Group IV Emergency Rate (Code 4).

4. Employees who perform emergency work in excess of the normal work hours related to winter weather conditions, such as snow removal and ice control will be paid Codes D and E. Code Rate D is for employees who operate heavy duty equipment, such as truck/front end loader mounted snow blowers; perform mechanical repair work; supervise the distribution of inventory parts for emergency operations; perform skilled labor involved in the repair of equipment; or act as Department representative assigned to snow removal activities. Code Rate E is for employees who operate "walk behind" snow blowers, graders, front end loaders, trucks, snow plows, material spreaders, compressors, and other mechanized equipment; make or assist in making occasional mechanical or electrical repairs; distribute or assist in the distribution of inventory parts for emergency operations; handle radio communications consoles at base radio stations or assist in State or district control center operations.

5. The State, IFPTE, Department of Transportation and the Civil Service Commission agree to form a committee to review the classification of equipment for snow removal and ice control set forth in Codes D and E to ensure that such codes accurately reflect the equipment utilized for such purposes.

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

D. When an employee is called in and reports for an emergency work assignment, he shall be paid for all hours actually worked outside his normal scheduled work shift and shall be entitled to a minimum of two (2) hours pay at the appropriate rate, whether or not such two (2) hours are actually worked, providing the employee remains available for any work assigned. No emergency hours compensated at special project rates, which are agreed to be equivalent to premium rates, shall be counted as hours worked for the purpose of computing normal overtime.

E. Lists showing the rotational order of each employee and the total hours 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.

F. An emergency overtime assignment is subject to all appropriate rules and regulations of the State and the Department.

G. In exception to the requirements that employees be called in outside of regular work shifts, employees assigned to Snow and Ice Control Emergency Overtime will receive the appropriate special project rate or the employees regular overtime rate when entitled to overtime under the Fair Labor Standards Act, whichever is greater, after the end of the employee's regular work shift and during the time prior to the next regular work shift.

H. When an employee of the New Jersey Water Supply Authority in the Operations, Maintenance and Services and Crafts and Inspection and Security Units is called out for emergency work under this Article of the contract, he shall be paid portal to portal travel time for the actual time required, but not to exceed a maximum of forty (40) minutes in each direction except when the emergency work conditions is contiguous with the assigned work shift. In this instance, the employee shall be compensated only for the time worked.

ARTICLE 15
SALARY, SPECIAL PAYMENT AND FRINGE BENEFIT 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:

l. 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, 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. Salary, Special Payment and Fringe Benefit Program

It is agreed that during the term of this Contract, July l, 2015 - June 30, 2019, 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 appropriation and allocation of full funding for these specific purposes, the State agrees to provide the following benefits effective at the time stated here or, if later, within a reasonable time after enactment of the appropriation. In the event the full funding for the specific purposes set forth below is not allocated and appropriated, the State shall have no obligation to provide said benefits, and payments for any such benefits shall be at the sole discretion of the State. In the event the State provides any of the benefits set forth below in any fiscal year when full funding has not been appropriated, such provision shall not be construed or interpreted to indicate the State has waived its right to withhold payment in the future if full funding is not appropriated.

1. a. Effective the first full pay period after July 1, 2015, the base salary of each employee covered by this Agreement shall not change, and such base salary shall remain in effect until June 30, 2017.

b. Effective the first full pay period after July 1, 2017, 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 the first full pay period after July 1, 2017, 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 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, 2017. Example: employee with a base salary of $25,000 as of the first full pay period after July 1, 2013 receives a one and three quarters (1.75%) percent across-the-board ($437.50) increase to base salary. Employee receives a $260.75 bonus. (1.75% of $39,900 = $698.25 - $437.50 = $260.75).

c. Effective the first full pay period after July 1, 2018, each employee covered by this agreement shall be entitled to a one and one half (1.50%) percent across-the-board increase applied to the employee's current base salary. Full-time employees on the active payroll as of the first full pay period after July 1, 2018, 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, 2018, and shall be calculated as set forth in Section B.1.b of this article above.

2. For ten (10) month employees, the foregoing increases that are effective in the first full pay period of July 2017 and July of 2018 for twelve (12) month employees, shall be applied to the base salary of ten (10) month employees effective the first full pay period of September 2017 and September of 2018.

3. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increases above 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.

4. a. 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. Any employee with an anniversary date falling between July 1, 2015 through the date of ratification who was eligible to receive an increment within the policies of the State Compensation Plan but did not due to the increment freeze, shall receive that increment effective the anniversary date said increment would otherwise have been due. Any salary adjustment under this Paragraph and any retroactive payments associated therewith, shall be paid as soon as administratively practicable.

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

Employees who are not eligible for increments during the period of July 1, 2015 through June 30, 2017, shall receive a cash bonus of $450 on or about July 31, 2017, not included in base salary. The prior sentence shall not apply to employees hired after July 1, 2015.

5. 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 come into contact with contaminants, chemicals, dyes, dirt 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 $65,000 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 $65,000 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 $65,000 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 after 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(5)(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 B(5)(a) above, and who has completed one (1) full year of service on or before July 1, 2015, or on or before July 1 of 2016, 2017 or 2018, shall receive a cash clothing maintenance allowance for each year of the contract of $550. No clothing maintenance award will be paid after June 30, 2019.

d. Each full-time employee who will have completed six (6) months of service on or before July 1, 2015, or on or before July 1 of 2016, 2017 or 2018, shall receive a cash clothing maintenance allowance for each year of the contract of $275. No clothing maintenance award will be paid after June 30, 2019.

e. In each of the four years of the Contract, permanent part time employees in the unit who satisfy the eligibility requirements will receive a pro rata share of the clothing allowance payment based on their scheduled hours of work.

f. Intermittent employees who are in the Unit for the entire period of eligibility and who meet the other requirements will receive a pro rata share of the clothing allowance payment based upon their scheduled hours of work.

g. In order to be eligible to receive the clothing maintenance allowance the employee must be in pay status on the date of payment. When an employee returns to pay status, he or she shall receive payment.

h. Payment of the clothing allowance to eligible employees whose entitlement to such allowance under the criteria above is not in dispute for Fiscal

Years 2016 and 2017, shall be made by the State within thirty (30) days of ratification or as soon thereafter as administratively practicable. Payment of the clothing allowance to eligible employees whose entitlement to such allowance under the criteria above is not in dispute for Fiscal Years 2018 and 2019, shall be made by the State on or before the first full pay period after August 1, in each fiscal year, respectively.

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

6. The shift bonus for full-time employee earning less than $55,000 per annum and permanent part-time employees earning the same pro rata share of $55,000 per annum on the second (2nd) and third (3rd) shifts which are commonly known as the afternoon or evening shift and the night or midnight shift will be $.25 per hour. Employees assigned to the second (2nd) and (3rd) shifts shall receive the shift differential for all paid leave.

7. Employees who work three (3) or more consecutive hours outside their regular work shift and who are compensated under the Emergency Work provisions of the Contract (Article 14) shall be eligible for the appropriate meal allowance payment provided that such employees receive an unpaid meal period of at least one-half (1/2) hour and incur a verified meal expense.

8. The current emergency rates, Groups 4, 5, 6, D and E, shall be adjusted by one and three quarters (1.75%) percent on or about July 1, 2017. The emergency rates in effect on June 30, 2018 shall be adjusted by one and one half (1.50%) percent on or about July 1, 2018.

9. Subject to the conditions set forth in this Article and Article 17, Personnel Practices, C.7, the tool allowance shall be paid on or about December 15 of each year to each employee who has completed a calendar year of employment. The maximum tool allowance for the duration of the contract shall be $265.

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

C. Deferred Compensation Plan

1. 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.

2. 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.

3. 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.

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

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

D. Special Training

The State will join with the Union to provide a special training program which will be available to employees in the Operations, Maintenance and Services and Crafts, and Inspection and Security Units. The program will be financed equally by the State and the Union, each paying up to a maximum of $5,000 in each year of the Contract. The formulation and content of the special training program shall be decided by mutual agreement between the Governor's Office of Employee Relations and the Union. All funds for this program shall be disbursed proportionately directly to the outside agency that provides services under this program.

E. Cooperative 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 this period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvements which may assist in realizing that objective.

ARTICLE 16
ACCESS TO PERSONNEL FILE

A. With reasonable notice, and at a time convenient to management, an employee shall have the opportunity to review and examine pertinent documents such as those related to performance evaluation and conduct in his personnel history file or in any permanent supplementary personnel file. The State shall honor any reasonable request of such employee to review his file and for copies of documents in the file. The State shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee.

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

C. Copies of any written documents specifically related to discipline or the work performance of an employee which are introduced into evidence by the State during any disciplinary proceedings, or grievance hearing, or used in any final evaluation report rendered under the PAR Program will be given to the employee upon his request.

ARTICLE 17
PERSONNEL PRACTICES

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

2. An appointment from an open competitive list shall have a working test period of four (4) months unless extended to six (6) months by the appointing authority.

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

B. 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, except where there is evidence of repetition or neglect, he shall not be disciplined. A record of such lateness shall be maintained and may be charged against any compensatory time accrual.

When an employee is late for work due to dependent care problems, it is the position of the State that the employee and the Supervisor/Manager at the employee's work site, will meet to try to resolve the lateness problem. The employee will have the right to Union representation during the meeting. This meeting will be held prior to any disciplinary action being taken against the employee as a result of the lateness. However, once such a meeting is held, the State reserves its right to implement disciplinary action if the employee continues to come in late for work.

2. When an employee makes a reasonable effort and is unable to get to work due to adverse weather conditions he is required to contact his supervisor, and if the supervisor is unable to reassign him to a location where he can get to work, his absence will be compensated if he has sufficient compensatory time balances, or if none is available, a charge may be made against vacation balance or administrative leave balance if requested by the employee. Such absence will be alternatively authorized without pay.

Employees late for duty due to delays caused by adverse weather conditions and who make a reasonable effort to report may be given credit for such late time by the appointing authority.

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

4. Absence without notice and approval 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 recorded as a resignation not in good standing.

C. 1. Employees in titles designated by the State in the Department of Transportation, the Department of Treasury and the Motor Vehicle Commission only who, as a condition of employment, are required to maintain an inventory of personally owned tools to be used in the performance of their job assignments shall be afforded insurance protection to cover the replacement cost of the tools that are listed on the approved mandatory and optional lists for each of the affected employees. This insurance is to cover loss of such tools and toolbox by theft or damage from fire, explosion or like traumatic incident wherein the tools are damaged to such an extent that they are unusable.

2. Payment will be made to the employee under the above program if he sustains a loss as described above and if such loss is not due to any fault of the employee.

3. The value for insurance purposes will be the replacement cost of the tools.

4. The only exception is in regard to the toolbox where the value is set at $1,000 dollars or the actual cost to replace the toolbox with one of similar quality as determined by the State whichever is less.

5. Each employee will be provided a securely locked place at the garage or maintenance shop where he is assigned to store his tool chest when not in use.

6. Optional personal tools are those tools that are not required but that employees may voluntarily use on the job with the agreement of the designated supervisor. Employees may be permitted to use optional tools in addition to those listed on the approved master optional lists in the performance of their jobs. All tools must be made part of the inventory of tools described in section C.7. below and must be agreed to by the designated supervisor. Only tools included in the employee's inventory and permitted to be used on the job will be covered under the insurance provisions of this Article.

7. Each employee will be required to list all of the tools intended to be used with a description of each tool which shall be attested and agreed to by a designated supervisory employee and to provide any other information required by the State and further to comply with any condition contained in the State's policy and claims procedure provided thereunder.

The State will supply a master list of tools deemed adequate for the performance of work assignments by each employee.

Each employee who is required to use his personally owned tools in section C.l. above shall on or about December 15 of each year and upon completion of a calendar year of employment in such capacity be granted a tool allowance. (See Article 15, Salary Program, B.9.)

8. The State will review the possibility of expanding the tool allowance and tool insurance provisions referred to in this Article to employees in the Operations, Maintenance and Services and Crafts Unit in addition to the Mechanics and Mechanic Trainees and employees in other titles currently receiving a tool allowance and covered under this Article provided that such additional employees are required to provide tools at their own expense as a condition of their employment. The application of the program to such additional employees shall be on a pro-rata basis, with the maximum benefits being those stated above. The addition of eligible titles and the conditions thereof will be determined by the State after discussion with the Union. Payments to any newly eligible employees will take effect the first December the employee meets the eligibility requirements.

9. The State agrees to discuss with the Union the necessity of any decision to increase the mandatory tool requirement prior to implementing the change.

If additional tools are added to the mandatory list during the term of this contract the Union may request negotiations on the impact of this change.

D. For those work locations that currently provide free parking or parking at a nominal cost, the parties agree that the cost of such parking will not be changed without good faith negotiations.

E. Effective July 1, 2007 the State will reimburse employees the fee directly associated with the fingerprinting requirements on currently held CDL licenses where such fingerprinting is required by the Department of Homeland Security. Only

employees required by the appointing authority to have a Hazmat and/or "S" endorsement as part of their job requirement will be eligible.

This provision does not provide for reimbursement of any fees incurred prior to July 1, 2007. Renewals occurring after July 1, 2007 are subject to this provision, which applies to current and new hires. The reimbursement under this provision is limited to up to $94 for any eligible employee during the term of this contract.

ARTICLE 18
VACATION LEAVE - CAREER SERVICE

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

1. One (1) working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve (12) working days of vacation from one (1) through five (5) years of service.
3. Fifteen (15) working days of vacation beginning with the sixth (6) year through twelve (12) years of service.
4. Twenty (20) working days of vacation beginning with the thirteenth (13) year through twenty (20) years of service.
5. Twenty-five (25) working days of vacation after the twentieth (20) year of service.

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

B. 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 that 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. Only one year of earned vacation allowance may be carried forward into the next succeeding year.

When 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 will be lost.

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

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

E. 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.

F. This Article does not apply to employees in the unclassified service.

ARTICLE 19
ADMINISTRATIVE LEAVE - CAREER SERVICE

A. Classified 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 emergencies, personal business or other personal affairs, or the observation of religious or other days of celebration but not holidays under this Contract.

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

C. 1. Administrative leave shall be granted by the appointing authority upon request of the employee and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved. Such requests will not be unreasonably denied. When an employee has an earned administrative leave balance which has not been previously scheduled as of October 1st, the supervisor will meet with the employee to determine a schedule of such administrative leave time so that no accrued leave time will be lost.

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

D. Such leave credit shall not accumulate. Unused balances in any year shall be cancelled. Unused leave balances shall not be compensated for in the event of layoff, retirement, resignation or death.

E. Administrative leave days may be added on to vacation leave, if scheduled in accord with the requirements of Article 20, Vacation Leave, and provided such leave is taken in the year.

F. This Article does not apply to employees in the unclassified service.

ARTICLE 20
VACATION LEAVE AND ADMINISTRATIVE LEAVE FOR UNCLASSIFIED EMPLOYEES

A. In accordance with applicable rules, regulations, and policies, employees serving in the unclassified service shall have an option of selecting a policy of vacation leave and administrative leave as prescribed by the State for employees in the career service or the policy of vacation leave and administrative leave for unclassified employees as determined to be appropriate by the Department Head. This option may be exercised not more than once on forms furnished by the respective employee's Personnel Officer. The department policy in effect on the date of the signing of the Agreement shall not be changed without prior notice to and negotiations with the Union, to the extent the matter is mandatorily negotiable.

B. A program to schedule vacation time at each institution or agency will be established by the appropriate management official. Conflicts concerning the choice of dates when scheduling vacation will be resolved within the work unit on the basis of State seniority. For purposes of this Article, an unclassified employee shall begin to accumulate State seniority from the date of initial hire which shall continue until there is a break in service. A break in continued State service occurs when an employee resigns, is discharged for cause, retires or is laid off; however, employee State seniority accrued prior to lay off shall be continued upon recall and reemployment.

ARTICLE 21
HOLIDAYS

A. 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)
Presidents' 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.

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

C. In the event any of the above legal holidays fall on a Saturday they will be celebrated on the preceding Friday.

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

E. Personal Preference Days - During the month of January employees may submit requests for alternate holidays to those specified to be celebrated within the calendar year, which shall be dates of personal preference such as religious holidays, employee's birthday, employee anniversary or like days of celebration provided:

1. The agency employing the individual agrees and schedules the alternate day off in lieu of the holiday specified and the employing agency and employee's function is scheduled to operate on the specified holiday;

2. The employee shall be paid on the holiday worked and deferred at this regular daily rate of pay;

3. The commitment to schedule the personal preference day off shall be irrevocable;

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

Where more requests for personal preference days are made than can be accommodated 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. The State shall respond to all requested within thirty (30) calendar days.

F. This Article does not apply to employees in the unclassified service.

ARTICLE 22
SPECIAL TIME OFF

A. Emergency or Special Observations

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

B. Inclement Weather

The release of employees by Executive Order or otherwise from the workplace due to inclement weather shall not result in a loss of earnings for the hours of release time, however, employees on leave at the time shall not have their leave credit adjusted. Cases of inclement weather shall be handled in accordance with the State's inclement weather policy.

ARTICLE 23
RETIREMENT BENEFITS

Pensions

1. 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 appropriate personnel office, the Union and any employee in this negotiating unit shall be provided with a written description of the PERS Program as outlined by the Division of Pensions.

ARTICLE 24
HEALTH BENEFITS PROGRAM, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM AND EYE CARE PROGRAM

A. State Health Benefits Program

1. The State Health Benefits Program is applicable to employees covered by this Contract. It is agreed that, as part of that program, the State shall continue the Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each

year thereafter). 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. The premium rate for each plan is then established by the State Health Benefits Commission.

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. 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 at the level established by the grid pursuant to section 39 of P.L. 2011, c. 78, for the duration of this contract and/or until such time as different contribution levels are mandated through legislation or negotiated by the parties after the expiration of this contract.

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 contributions 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. 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.

6. 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.

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

C. Dental Care Program

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement. The Dental Care Program may be modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each year thereafter). 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 Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected; e.g., individual employee only, husband and wife, parent and child or family coverage.

3. Each employee shall have electronic access through the Division of Pensions and Benefits web site to a brochure describing the details of the Plans and enrollment information and the required forms.

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

D. Eye Care Program

1. It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a $40.00 payment for regular prescription lens or $45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and 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 non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

3. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period of July l, 2015 to June 30, 2017 and one payment for glasses and one payment for examination during the period of July 1, 2017 to June 30, 2019. This program ends on June 30, 2019. 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 25
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 26
SAFETY

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The State will carry out its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertains to health and safety matters. The State will continue to provide appropriate safety devices and equipment for their protection and to provide a reasonably safe and healthful place of employment. Any grievance claiming a violation of this Paragraph only may be filed pursuant to Article 7, Section A.2.

B. The State agrees to provide adequate and regularly maintained sanitary facilities for employee use.

C. An employee must report incidents of unsafe or unhealthful conditions to his supervisor immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within established safety guidelines providing necessary resources are available.

D. Employees shall not be required to work under conditions which are determined to present an imminent hazard to safety or health. An employee, whose work is temporarily eliminated as a result of the foregoing, at the State's discretion, may be granted an extra rest period due to weather conditions of extreme temperatures or may be assigned on an interim basis to other work which the employee is deemed to be qualified to perform.

E. As soon as practicable, upon request of the Union, each Department, Agency, Institution or College or University employing employees covered by this Contract, shall arrange for participation by a designee of the Union, on any Departmental, Agency, Institutional or College or University Safety Committee, that deals with issues affecting employees covered by this Contract. This aforementioned right does not apply to Safety Committees created pursuant to other negotiated agreements.

F. In the event of an on-the-job injury requiring professional medical attention, the State will expedite such medical attention by calling for an ambulance if required, or, if the injured employee can be moved, arranging transportation where necessary to the nearest competent medical facility. Additionally, return transportation will be arranged if the employee is not admitted to the medical facility as an inpatient. The employee's statement as to the extent of his injuries shall be taken into consideration in determining whether the nearest competent medical facility shall be utilized.

G. It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks reasonably associable with the performance of an employee's assigned duties.

H. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the nature of the employee's work.

ARTICLE 27
LEAVES OF ABSENCE WITHOUT PAY

A. All employees covered by this Contract upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (l) 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. **Leave of Absence Without Pay for Employees in Full-Time Union Positions**

1. Leaves for Six Months or More

Upon request of the Union, the Governor's Office of Employee Relations will approve an unpaid leave of absence for six (6) months or more for an employee elected or appointed to a full-time position with the Union. The leave of absence will continue for the duration of the employee's term in office or appointment or until the Union requests to terminate the leave.

2. Leaves for Less than Six Months

The Union may request a leave of absence for an employee appointed or elected to a full-time position with the Union for less than six (6) months. Such request will be made directly to the Office of Employee Relations and will not be unreasonably denied. Requests to extend leaves of absence for less than six months will be made directly to the Office of Employee Relations and only will be granted in exceptional circumstances. Requests to extend leaves of less than six months will not be unreasonably denied.

3. Right to Return to Previously Held Title

An employee on leave pursuant to Section B of this Article, will have the right to return to his or her previously held title in the department in which the employee was employed immediately prior to the leave. The State will be notified of such return ten (10) days in advance.

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

ARTICLE 28
MILITARY LEAVE

A. A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three (3) months thereafter.

1. In the case of service-connected illness or wound which prevents him from returning to his employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.

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

B. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of l955 (Reserve Enlistment

Program) shall be granted a leave of absence for such period of training. Such leave is not considered military leave.

C. An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of l955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned.

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

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

F. This article is included for informational purposes only and is controlled by federal and State statutes and regulations.

ARTICLE 29
LEAVES OF ABSENCE DUE TO JOB-RELATED INJURY OR DISEASE

A. All employees covered by this Contract who are temporarily disabled because of a job related injury or disease may, be granted temporary disability benefits under the New Jersey Workers Compensation Act ("WCA").

B. 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

C. 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.

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

1. Employee gets injured on the job.
2. Employee reports the injury to the Employer.
3. Employer reports the employee's injury to its Workers Compensation Insurance carrier, which investigates the incident.
4. Employee is sent for treatment by a Doctor.
5. 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).
6. 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.

7. 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.

8. Benefits are also cut off when the employee reaches the maximum medical improvement.

9. If the employer/insurance carrier denies temporary disability benefits and/or medical benefits, the employee can file a motion for temporary disability benefits.

E. 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.

F. This article 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.

ARTICLE 30
PREGNANCY-DISABILITY
LEAVE AND CHILD CARE LEAVE

A. Pregnancy-Disability Leave

1. Employees covered by this Contract who are entitled to pregnancy-disability leave will be granted such leave upon request. Request for such leave will be made in writing to the Personnel Office. Notification of the pregnancy shall be given to the Personnel Office not later than the end of the fourth month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefore.

2. During the pregnancy-disability leave, earned sick leave, earned and accumulated vacation time, earned administrative leave time, earned compensatory time, and leave without pay, may be utilized during the period in which the employee is disabled.

3. Leaves of absence may be granted by the appointing authority with approval of the Civil Service Commission for a period or periods not to exceed a total of one (1) year from the initial date of pregnancy-disability leave upon written request when accompanied by a doctor's certificate setting forth the need therefore.

4. Pregnancy-disability leave shall not be granted beyond one (1) year.

5. Any female covered under this contract who, as a direct result of a pregnancy, is unable to wear the uniform supplied by the State, will be supplied with a maternity uniform. If a maternity uniform is not supplied, the employee will be permitted to wear appropriate uniform like personal clothing approved by the State or a larger size uniform.

B. Child Care Leave

Child care leave may be granted by the appointing authority under the same terms and conditions as all other leaves without pay.

ARTICLE 31
SPECIAL LEAVE

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

B. When an employee is summoned to appear as a witness before a court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an employee, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty.

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

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

ARTICLE 32
SICK LEAVE

A. All classified employees covered by this Contract and eligible for sick leave with pay shall be entitled to the use of sick leave as provided herein. The State will comply with all requirements of the Federal Family Medical Leave Act (FMLA), as well as the New Jersey Family Leave Act (NJFLA), in administering this Article and will notify all employees covered by this Agreement of their rights under the FMLA and NJFLA. The prior sentence is for informational purposes only.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick

leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill in accordance with the NJFLA and FMLA to the extent such leave is consistent with Civil Service Regulations.

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

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

D. 1. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time, or other time as required. If the duration of absence is three (3) days or more, then it will be necessary to report on every third day thereafter unless other arrangements are made by the appropriate supervisor. Failure to report absences or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

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

E. All sick leave is subject to approval by the appointing authority and, where appropriate, to approval by the Civil Service Commission. A physician's certificate or other acceptable medical evidence to verify the need for such sick leave may be required for such approval which will not be unreasonably withheld. When a medical diagnosis is required, that diagnosis shall be reviewed by a physician or a qualified medical practitioner if available at the work facility.

F. 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 for the attendance of the employee upon a member of his/her immediate family who is seriously ill 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 (l) day of sick leave for employees serving in a No Limit (NL) category and eight (8) hours is equal to one (l) day of sick leave for those employees serving in a N4 category. Where an NL or N4 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.

G. 1. Subject to the provisions of N.J.S.A. 11A:6-16 and regulations promulgated thereunder, whenever a permanent employee enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave he shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

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

H. If an employee has been approved for sick leave but has no sick leave balance, he may substitute earned paid leave time if available or alternatively leave without pay. Additionally, with the approval of the appointing authority, use of vacation time accrued but not earned may be authorized in anticipation of continued employment.

I. This Article does not apply to employees in the unclassified service.

ARTICLE 33
UNION RIGHTS AND REPRESENTATIVES

A. Access To Premises

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

Request for such visits shall be directed to designated State officials and include the purpose of the visit, proposed time and date and specific work area involved. Requests for permission shall be promptly acted upon and permission for such visits shall not be unreasonably withheld.

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

B. Leave of Absence for Union Activity

1. Leave of Absence with Pay

a. Operations, Maintenance and Services and Craft Unit

The State agrees to provide leaves of absence with pay for delegates of the Union to attend Union activities. A total of four hundred and sixty (460) days of such leave of absence may be used in the year July 1, 2015 to June 30, 2016, four hundred and sixty (460) days during the period July 1, 2016 to June 30, 2017, four hundred and sixty (460) days during the period of July 1, 2017 to June 30, 2018, and four hundred and sixty (460) days during the period of July 1, 2018 to June 30, 2019. This leave is to be used exclusively for participating in the State-wide IFPTE Annual Convention, the State AFL-CIO Annual Convention, and the Tri-Annual IFPTE National Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the State is required. A maximum of one hundred and forty-seven (147) of the days available in

each year may be utilized for other appropriate affairs of the Union with the approval of the State concerning the activity involved. Upon written request by the Union, the State may approve exceptions to the one hundred and forty seven (147) day limit.

b. Inspection and Security Unit

The State agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of one hundred and sixty-five (165) days of such leave may be used in the year July 1, 2015 to June 30, 2016, one hundred and sixty-five (165) days during the period July 1, 2016 to June 30, 2017, one hundred and sixty-five (165) days during the period July 1, 2017 to June 30, 2018, and one hundred and sixty-five (165) days during the period July 1, 2018 to June 30, 2019. This leave is to be used exclusively for participating in the State-wide IFPTE Annual Convention, the State AFL-CIO Annual Convention, the SEIU Annual Convention, and the Tri-Annual IFPTE National Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the State is required. A maximum of eighty-three (83) of the days available in each year may be utilized for other appropriate affairs of the Union with the approval of the State concerning the activity involved. Upon written request by the Union, the State may approve exceptions to the eighty-three (83) day limit.

c. Written notice from the Union of the authorization of an individual to utilize such leave time shall be given to the appointing authority where the individual is employed at least ten (10) days in advance of the date or dates of such meetings unless special approval is given by the State for shorter notice. It is understood that the Union authorization for use of this leave is intended to be fairly distributed within departments and institutions of the State. Leave will be granted to individuals authorized by the President of the Union, but shall be limited to a maximum of twenty (20) days of paid leave in a year and seven (7) days of paid leave for any single conference or convention or for any individual employee. Upon written request by the Union, the State may approve exceptions to the twenty (20) day limit.

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

2. Leaves of Absence Without Pay

a. Operations, Maintenance and Services and Craft Unit

In addition, The State agrees to provide leaves of absence without pay for delegates of the Union to attend Union activities approved by the State. A total of four hundred (400) days of such leave of absence may be used in the year July 1, 2015 to June 30, 2016, four hundred (400) days during the period July 1, 2016 to June 30, 2017, four hundred (400) days during the period of July 1, 2017 to June 30, 2018, and four hundred (400) days during the period of July 1, 2018 to June 30, 2019.

b. Inspection and Security Unit

In addition, The State agrees to provide leaves of absence without pay for delegates of the Union to attend Union activities approved by the State. A total of two hundred (200) days of such leave of absence may be used in the year July 1,

2015 to June 30, 2016, two hundred (200) days during the period July 1, 2016 to June 30, 2017, two hundred (200) days during the period of July 1, 2017 to June 30, 2018, and two hundred (200) days during the period of July 1, 2018 to June 30, 2019.

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

C. Bulletin Boards

1. The State agrees to furnish a suitable share of existing centrally located bulletin boards to be used exclusively by the Union. The space provided shall be approximately 30 x 30 inches.

2. The Union shall limit its postings to notices, bulletins, reports and similar materials which shall not contain any profane or obscene matter or be defamatory of any individual or the State. The Union shall not post election campaign materials. Postings shall be signed by an authorized representative of the Union.

3. The State will provide space in central locations and areas frequented by employees in the unit where Union newspapers, circulars and literature may be placed so that employees may pick up copies during non-work time provided that such material for distribution is consistent with section C.2. above. It is further agreed that the Union will assure that all undistributed literature is removed from the distribution points after a reasonable time.

4. Any material which an authorized representative of the Governor's 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 Three grievance for resolution.

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

6. The Union will be permitted to post notices on other than Union designated bulletin boards where available in field locations not within institutions or offices of the State, if no Union designated board is available, provided such postings are consistent with the conditions agreed to above. Requests for permission for such postings shall be made to the Departmental or appropriate level of management. Where it is operationally appropriate, each Department will endeavor to appoint a management representative at each such field location for the purpose of reviewing requests under this paragraph.

D. Union Stewards and Other Representatives

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

2. A process will be undertaken to mutually identify agreed upon grievance districts within each Department.

E. Union Privileges

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

1. When telephone messages for Union Stewards are received, the message will be delivered to the Steward at the earliest possible time.

2. Where there are public address systems in the work areas, the Union may submit notices of meetings which will be announced, except where the broadcast system is open to the public or to persons in the care or custody of the State.

3. Where the Union has mail to be delivered to its Officers 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 during hours when the facility is open; requests are made and approved at least one (1) week in advance of the proposed date of use; and that liability for the damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off-duty hours.

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

6. Chapter Presidents may request use of available space for storage of papers and files. Provision of such space shall not be unreasonably withheld when available; however, the provision of space shall not take priority over essential operational uses and the State shall incur no responsibility for the security or safety of any union materials nor any liability for loss or damages which occur.

F. Union Lists

The State will provide the Union with an up-to-date list of the names and addresses of the employees included in the negotiating unit by no later than the month of January and July of each year of this Contract.

G. Privileges for Union Stewards and Union Officers

1. The State and the Union recognize that officers of Local 518 and 195 have in their relationship to their jobs a need for continuity in the assigned shift and grievance district which exceeds that of other fellow employees. It is agreed, therefore, that these local Union Officers and Stewards will not be routinely moved from one shift to another or from one grievance district to another.

2. The State and the Union recognize the need to utilize all personnel to meet operational requirements effectively and in conformity with the commitment in section G. 1. above; movement of such local Union Officers and Stewards shall occur only when necessary and appropriate. In the event such movement is necessary and appropriate, the State will give the employee and the Union maximum prior notice wherever possible.

H. Orientation Sessions

1. The following understanding shall apply to all Appointing Authorities except the institutional facilities at the Department of Corrections, the Department of Military and Veterans Affairs, the Water Authority and the Department of Human Services.

When a Department, Division or Motor Vehicle Commission plans to hold an orientation session for new employees, the Union shall be so notified in advance if a reasonable number of the new employees attending the session are in titles covered by the Contract.

The Department, Division or Motor Vehicle Commission holding the orientation will provide the Union with a thirty (30) minute period in which to meet with new employees whose titles are covered under this contract, if so requested by the Union. The thirty (30) minute period shall be within the employee's workday but may not be during lunch or break time. The representative of the Union shall be a local Union representative. If a non-State employee Union representative cannot be present during an orientation session, a unit employee designated by the Union will be allowed to make such presentation.

2. At State institutions in the Department of Human Services, the Department of Corrections, the Department of Military and Veterans Affairs and the Water Authority, the State will provide a thirty (30) minute period during the new employee's orientation period to allow a non-State employee representative of the Union to meet and explain the Union's responsibilities. The thirty (30) minute period shall be within the employee's work day but shall not be during lunch or break time. If the non-State employee representative of the Union cannot be present during such orientation period one (1) unit employee of the institution designated by the Union may be allowed to make such presentation to a maximum of twelve (12) times per year. Any employee released pursuant to this paragraph for the purpose of addressing employees during orientation shall only address employees whose titles are contained in the same negotiating unit as the employee making the presentation.

4. The State shall make best efforts to notify the Union in writing fourteen (14) calendar days of said orientation sessions.

ARTICLE 34
PROMOTION

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

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

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

C. Where an examination is required for appointment to a competitive or non-competitive position within the negotiating unit, appointments shall be based upon the results of such examinations.

D. 1. In appointments to non-competitive positions within the negotiating unit for which examinations are not required, the appointing authority will make such appointments on the basis of employee job classification seniority of those employees who are most qualified, providing that there are qualified employees. The usual scope of eligibility situation shall apply.

2. Where no employee is fully qualified for appointment under D. 1. above, contingent appointments may be made to employees most nearly qualified and who may fully qualify with a minimum of additional training (up to two (2) weeks on the

job). Where there are more employees in the most nearly qualified group than can be granted contingent appointment, the selection will be made on the basis of State seniority. Employees who fail to qualify after such training will be returned to their previous position.

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

F. The appointing authority shall post the name of any employee promoted to another position in the negotiating unit.

G. This Article does not apply to employees in the unclassified service.

ARTICLE 35
JOB POSTING AND ANNOUNCEMENTS - CAREER SERVICE

A. Promotional opportunities within the organizational unit in the competitive division 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, and the procedure to be followed by employees interested in applying.

B. A promotional opportunity in the noncompetitive division or a job vacancy to be filled provisionally shall be posted at the work location where the vacancy exists if it constitutes an advancement opportunity for an employee at that work location. A broader posting may be made at the discretion of the appointing authority. The appointing authority may simultaneously advertise the position externally from the State. The notice shall be posted for seven (7) calendar days and shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, and the procedure to be followed by employees interested in applying.

C. A copy of each notice shall be forwarded to the appropriate Union office: for Local No. 195 at 186 North Main Street, Milltown, NJ, 08850, or for the Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, to Nicholas Minutillo, 397 Passaic Avenue, Lodi, New Jersey 07644, at the time of or prior to general posting.

D. Where a promotion is consummated as a result of the job posting procedure, the appointing authority will post the name of the individual appointed for seven (7) calendar days and will forward a copy to the appropriate Union office.

E. The Union may inquire as to the status (provisional or permanent) of a position incumbent and such inquiry shall be answered by the appointing authority involved.

F. It is agreed that eligible employees who are fully qualified and apply for any position in the noncompetitive division in the negotiations unit or a position to be filled provisionally in the negotiations unit will be given preferential consideration over any non-employee applicant.

G. This Article does not apply to employees in the unclassified service

ARTICLE 36
JOB VACANCY ANNOUNCEMENTS FOR UNCLASSIFIED EMPLOYEES

A. In situations where a vacancy in a specific job classification series arises, job vacancy announcements should be posted in order to inform unit employees serving

in appropriate titles of a promotional possibility. Such job vacancy announcement shall be prominently posted within an organizational scope as determined by management for five (5) days. The announcement shall include a description of the job, any required qualifications, the location of the vacancy, the salary range, the hours of work and the procedure to be followed by employees interested in making an application.

B. A copy of each notice will be forwarded to the Union office of Local No. 195 at 186 North Main Street, Milltown, NJ, 08850.

C. It is understood that the job vacancy announcement process described above shall not hinder the appointing authority in filling the vacancy at the earliest time and is for informational purposes only.

ARTICLE 37
MERIT SYSTEM EXAMINATIONS

A. Employees who are scheduled to take open competitive examinations for the positions in which they are provisional 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 regular pay to take such examinations and for travel time to the extent they are scheduled during the actual work shift of the employee.

B. Additionally, employees in the noncompetitive service who are scheduled by the Civil Service Commission of the State of New Jersey to take open competitive examinations for the next higher title in their work unit which is in the competitive division of the career service shall be granted time off with regular pay to take such examinations and for travel time to the extent they are scheduled during the actual work shift of the employee.

C. Disputes as to which is the next higher title in the work unit are grievable only as an Article 7, A.2. grievance (non-contractual).

D. When an employee has been certified for promotion and is scheduled to be interviewed by the agency to which he may be promoted, he shall suffer no loss of regular pay to attend the scheduled interview including travel time to the extent it occurs during his actual work shift.

E. The above privileges will not be abused.

F. This Article does not apply to employees in the unclassified service.

ARTICLE 38
LAYOFF AND RECALL - CAREER SERVICE

A. In the event it is necessary to layoff employees the Union will be given notice of impending general layoff at once, in accordance with the civil service rules and regulations.

If prompt request is made, the layoff and procedures will be discussed with the Union and a list of titles affected will be provided. In addition, the Union will be provided with a list of the names of employees in the unit whose positions will be initially vacated or abolished, when such is available. It is recognized that the provisions set forth below are illustrative of portions of the layoff and recall rights established under Merit System Statutes and Regulations and that the overall system is administered by the Civil Service Commission.

B. Permanent employees within an organization unit will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods, within the classification affected.

C. As required by the Civil Service Commission, the State will provide notice of layoff to any permanent employee to be affected.

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

E. 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, statewide within the Department in which they are employed, 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 and he will be given absolute preference over any other applicant for recall to the job classification in which he had been employed and to equated job classifications provided such employee is capable of the work. No new employee shall be hired until all such eligible employees on layoff status desiring to return to work shall have been recalled.

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 or equated job classification must report for reinstatement or be considered to have abandoned his recall rights.

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

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

K. The representative Union shall be notified of the State's intent to recall any employee.

L. This Article does not apply to employees in the unclassified service.

ARTICLE 39
LAYOFF AND RECALL FOR UNCLASSIFIED EMPLOYEES

A. In the event management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect unclassified employees the following procedure shall be observed, except for Armorer III and IV and the unclassified employees at the New Jersey Water Supply Authority:

1. The Union shall be notified of the layoff as far in advance as possible.

2. Affected employees shall be given a generalized notice of layoff at least forty-five (45) calendar days prior to the reduction in force.

3. The State will supply the Union with relevant data concerning the layoff.

4. Employees serving in the same job classifications within the work unit affected who, in the judgment of management, have performed unsatisfactorily; or are lacking with respect to having achieved or maintained necessary and/or expected certifications, degrees, or like qualifications; or in the judgment of management are not as capable as others to perform current or future work assignments shall at the option of management be laid off first. Due consideration shall be given to the concepts of affirmative action.

5. Where, in the judgment of management, the elements set forth in section A.4. above, do not distinguish employees affected by the reduction in force such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority. For purposes of this Article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the employee's initial appointment to the particular job classification to which he is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority accrued prior to a layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the same job title in which he had been serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leaves of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper application of this Article shall not suffer any loss of seniority accrual.

6. Nothing herein shall convey any bumping rights to employees covered by this article. Failure to comply with any element of this article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.

7. The various appointing authorities shall create and maintain a recall list by title composed of those employees who were laid off. The list shall continue in existence for nine (9) months following the date of layoff. Employees who are fully qualified, possessing credentials deemed necessary, whose performance has been satisfactory and who are capable of performing the work to be assigned shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to section A.4. above, however, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

8. The term job classifications as used in this article shall encompass all titles within a title series. Hence, layoff will be based upon total seniority within a title series when applicable.

B. Procedure: The appointing authority shall simultaneously notify by regular mail or phone at least three (3) eligible employees of a vacancy in their particular

title and a copy of such notice shall be forwarded to the Union. The most senior capable employee affirmatively and timely responding to the notice shall fill the position. The employee must respond within five (5) working days of the receipt of the notice or within ten (10) working days after the mailing. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond in a timely manner may be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of their current address and phone number. The employee must report to work within a reasonably prompt period of time which in no case shall exceed twenty (20) calendar days. Failure to report within the time frame set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.

ARTICLE 40
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 other than an incidental 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. The entire three-month phase out period will only be used where the operational needs are such that the work cannot be phased out sooner. The three-month phase out period will not be abused. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to the Civil Service Commission where the matter will be heard within twenty-one (21) days and a decision rendered within ten (10) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure, initiated at Step Three.

This Article does not apply to employees in the unclassified service.

ARTICLE 41
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 local service, an appointing authority may establish an employee performance evaluation program. A performance evaluation system must be reviewed and approved by the Civil Service Commission in order to be used in promotions or layoff.

(b) 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 agency 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.

(c) 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 Chairperson or designee.

(d) The Chairperson of the CSC or designee may modify the PAR program based on specific employee or agency needs and implement for State appointing authorities, unless precluded by a collective negotiations agreement, a five level rating scale to include the following ratings:

1. Five – Exceptional Performance;
2. Four – Commendable Performance;
3. Three – Successful Performance
4. Two – Needs Improvement
5. One – Unsatisfactory Performance

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 agency's PAR program.

(g) A complaint that an entire agency or unit is in violation of this subchapter 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 Chairperson of the CSC or designee, such increment shall not be effective until a pay period beginning at least 90 days after the employee's anniversary date. In the case of a five-level rating scale, if an employee who had received a rating of "Two – Needs Improvement/Development" demonstrates an improved performance within 90 days following the rating, the increment shall be restored to the employee retroactively.

2. An employee who receives an annual rating below the Successful level in a three-level rating scale or an annual rating of "One – Unsatisfactory Performance" in a five-level rating scale 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 or who are so represented but whose contract does not specify an appeal procedure, may appeal performance standards or a final PAR rating of Unsatisfactory in a three-level rating scale or a final PAR rating of "One – Unsatisfactory" or "Two – Needs Improvement/Development" in a five-level rating scale 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, where the contract so provides, file an appeal utilizing the procedures set forth in (d) below, regarding the following PAR ratings and issues:

1. In the case of a three-level rating scale, a final PAR rating of Unsatisfactory, or, where specifically provided in the contract, a final PAR rating of Successful;

2. In the case of a five-level PAR rating scale, a final PAR rating of "One – Unsatisfactory Performance" or "Two – Needs Improvement/Development; and

3. Performance standards, regardless of the number of levels in the rating scale.

(d) The following are the procedures that shall be utilized where the requirements of (c) above are met:

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).

(e) An employee may appeal the final departmental decision to the Civil Service Commission 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 Commission 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.

(f) A rating of Unsatisfactory in a three-level rating scale or a rating of "One – Unsatisfactory performance" in a five-level rating scale 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.

(g) 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(d) 5 and 2.4(h)).

ARTICLE 42
TUITION AID PROGRAM

A. Where a department or appointing authority of the State has established a tuition aid program, the Union shall be provided with a published description of the program, if available. Applications for tuition aid and determinations concerning the approval and conditions for payment shall be in accordance with the Merit System Rules (N.J.A.C. 4A:6-4.6).

B. The State Colleges/Universities Tuition Waiver Program is described in Letter of Agreement #9 in the back of this Contract.

ARTICLE 43
SUBCONTRACTING OF WORK

A. The State will discuss with the Union any decision to subcontract work based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.

B. If, during the term of this contract, the State contracts out or subcontracts out work normally performed by employees covered by this Contract and such action results in layoff or demotion, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to layoff or demotion. Any employee thus affected will be protected by the layoff and recall provisions of the Contract and by any relevant laws, rules and regulations.

C. The State shall forward a copy of all bid notices for requests for proposals to the Union. Upon request of the Union, the State will forward a copy of the Request for Proposal to the Union.

D. The State and the Union will meet and discuss the continuation and potential expansion of apprenticeship programs.

ARTICLE 44
PRESENTATION OF CONTRACT TO EMPLOYEES

A. Printing of Contract

The State will reproduce this Contract in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus additional reserve copies

for distribution to employees hired during the term of the Contract. The cover of the Contract will include the seal of the State of New Jersey and the Union insignia. The Union will be supplied with a reasonable number of reserve copies for its use. The expense of printing the Agreement shall be borne equally between the Union and the State.

B. Membership Packets

The Union may supply the State with membership packets which contain information for distribution to employees in the unit, which may include a membership application and a description of the role of the Union as employee representative and any other mutually agreed upon material, and the State will distribute such packet to employees in the unit along with the distribution of a copy of the Contract.

ARTICLE 45
EFFECT OF LAW

A. Legislative Action

1. If provisions of this Contract require legislative action or require adoption or modification of the rules and regulations of the Civil Service Commission to become effective, or require the appropriation of funds or other legislative action 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 wages and 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

l. 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.

2. Upon request of either party, the State and the Union agree to meet and renegotiate any provision so affected, as permitted by law.

ARTICLE 46
ADMINISTRATION OF CONTRACT MEETINGS

A. l. Should it appear necessary or appropriate, the State and the Union representatives will meet quarterly to discuss problems relating to the administration of this Contract.

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

B. A maximum of three (3) members of the Unit may attend such meetings and if on duty, shall be granted time off to attend, not to be deducted from the time provided in Article 33 Union Rights and Representation.

ARTICLE 47
MAINTENANCE OF BENEFITS, EFFECT OF CONTRACT AND COMPLETE 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, changed pursuant to statutory authority or modified by subsequent agreement of the parties. This provision shall not apply to employees in the unclassified service.

B. Effect of Contract

Regulatory policies initiated by the various managers of individual institutions or work locations where these employees are working which have the effect of rules governing working conditions within the individual institution or work location and which conflict with any provision of this Contract shall be considered to be modified consistent with the term of this Contract, provided that if the State changes or intends to make changes which have the effect of eliminating such rules, the State will notify the appropriate Union in writing: Local No. 195 at the Union Headquarters, 186 North Main Street, Milltown, NJ, 08850, or to the Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, to Nicholas Minutillo, 397 Passaic Avenue, Lodi, New Jersey 07644. If a request to negotiate is made by the Union to the Governor's Office of Employee Relations 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 enter negotiations with the Union within twenty (20) days of such request on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the New Jersey 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. The State will negotiate with the Union before changing or establishing any mandatorily negotiable terms and conditions of employment.

C. 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 proposed new rules or modifications of existing rules governing working conditions shall be presented to the appropriate Union in writing at either: Local No. 195 at Union Headquarters, 186 North Main Street, Milltown, NJ, 08850, or to Nicholas Minutillo, Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, at 397 Passaic

Avenue, Lodi, New Jersey 07644, and negotiated upon the request of the Union to the Governor's Office of Employee Relations, as may be required pursuant to the New Jersey Employer-Employee Relations Act as amended. Disputes concerning the application or interpretation of this law may only be resolved by submission to the Public Employment Relations Commission under the appropriate scope of negotiations or unfair practice procedures.

ARTICLE 48
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 49
NOTICES

For the purpose of giving notice as provided in Article 50, Term of Contract, the State may be notified through the Director, Governor's Office of Employee Relations, State House, 4th Floor, PO Box 228, Trenton, New Jersey 08625; and the Union through the President, Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, 186 North Main Street, Milltown, NJ, 08850, or through the President of the Motor Vehicle Inspection Division of Local 32 BJ, SEIU, CTW, CLC, 397 Passaic Avenue, Lodi, New Jersey 07644.

ARTICLE 50
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. 50:10A-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 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 resulting from the commission of a crime.

3. Procedures 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.

The provisions of this Article shall not be subject to the Grievance Procedure set forth in Article 7.

ARTICLE 51
TERM OF CONTRACT, REOPENING, SUCCESSOR CONTRACT AND NEGOTIATION PROCEDURES

A. Term of Contract

This Contract shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 2019. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Contract.

B. Successor Contract

The Contract shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Contract. Such notice shall be by certified or electronic mail sent prior to February 1, 2019, or February 1, of any succeeding year for which the Contract has been renewed. The parties agree to enter into collective negotiations concerning a successor Contract to become effective on or after July 1, 2019 subject to the provision above.

C. Negotiations Procedures

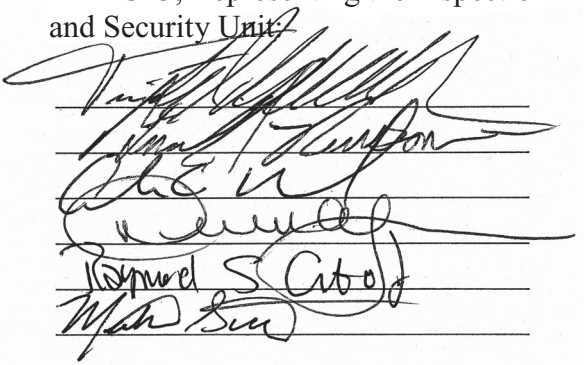
The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized in an effort to resolve such impasse.

IN WITNESS WHEREOF, the State and the Union have caused this Contract to be signed by their duly authorized representatives as of this 18th day of August, 2016.

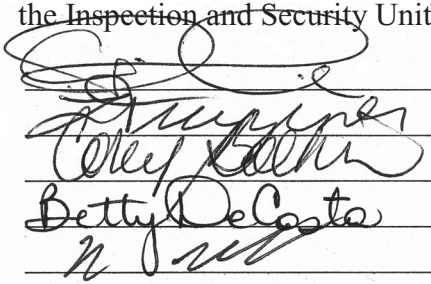
FOR THE STATE OF NEW JERSEY:

For LOCAL 195, International Federation of Technical Engineers, AFL-CIO, representing the Operations, Maintenance and Services and Crafts Unit:

For LOCAL 195, International Federal of Professional and Technical Engineers, AFL-CIO, Representing the Inspection and Security Unit:



For Motor Vehicle Inspector Division of Local 32 BJ, SEIU, CTW, CLC, Representing the ~~Inspection and Security~~ Unit:



NOTES

APPENDIX 1

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. except for the provisions below that are underlined which are grievable under Article 7, Section A.l.

TRANSFER, REASSIGNMENT AND SHIFT OR SCHEDULE CHANGES

A. Transfer

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

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

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

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

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

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

e. Transfer shall not affect the accumulation of an employee's State or job classification seniority.

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

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

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

B. Reassignment, Shift or Schedule Changes

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

2. Reassignments of employees may be made in accordance with the fiscal responsibilities of the appointing authority; to improve or maintain operational effectiveness; or to provide employee development and job training or a balance of employee experience in any work area. Where such reassignments are not mutually

agreed to, the appointing authority will make reassignments in the inverse order of the job classification seniority of the employees affected, providing the employees are capable of doing the work, and the objectives stated above are met. Individual shift or schedule changes will be considered to be covered under this provision and paragraphs below.

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

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

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

D. 1. When personnel changes in a work unit provide opportunities for shift or schedule changes, interested employees may apply for desired assignments to the work unit supervisor. When there are vacancies available on the day shift, which could be filled through lateral reassignments from workers on the evening or night shift, such vacancies shall be posted prior to the posting of job vacancies so that evening and night shift workers can apply for such lateral reassignments. Such changes in assignment will be made on the basis of the job classification seniority of employees requesting the change, except that priority is given to the assignment of individual employees as provided in paragraph B. 2. above.

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

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

F. When an employee is granted a voluntary reassignment under provisions of paragraphs C. or D. above, he shall then be eligible for only one (1) additional voluntary reassignment in the succeeding twelve (12)-month period. Consideration will be given to a request for additional reassignment where special circumstances exist.

APPENDIX 2
LETTER OF AGREEMENT #1
Access to Personnel File

When a dispute arises regarding access of an employee to his personnel file under the Access to Personnel File Article of the Contract the matter may be submitted by the Union within thirty (30) days of the occurrence to the Governor's Office of Employee Relations for resolution. The Governor's Office of Employee Relations will resolve this matter through discussion with the Union. The decision of the Governor's Office of Employee Relations shall be final without any further right of appeal. This process constitutes a replacement for the grievance procedure on this issue.

LETTER OF AGREEMENT #2
Union Rights and Representatives

During the time prior to ratification of this Contract, the Union may request access to premises in accordance with the Access to Premises provision of the Contract in order to explain the negotiated Contract. A meeting may be conducted for up to thirty (30) minutes at each work site, and employees may attend such meeting by combining their fore and afternoon breaks. Management, where operationally feasible, shall attempt to accommodate employees who wish to attend such meetings by permitting them to combine their breaks. Employees who are unable to attend such a meeting due to the need to maintain coverage shall be allowed to combine their breaks, where operationally feasible, should subsequent pre-ratification meetings being conducted by the Union at that location. No employee may attend a thirty (30) minute meeting more than once.

LETTER OF AGREEMENT #3
Unit Eligibility for Intermittent Employees

A. Employees Presently Included in the Unit

An Intermittent employee shall be in the unit if the employee works at least the stipulated number of hours during each payroll quarter within the calendar year. An employee must work 208 hours during the payroll quarters beginning nearest January 1 and July 1 and 242 hours during the payroll quarters beginning nearest April 1 and October 1.

1. If an employee fails to work the required hours within a calendar year quarter, that employee shall be removed from the unit at the beginning of the next quarter, unless the provisions of C. below are applicable.

2. An employee removed from the unit due to not meeting the quarterly hours requirement, shall be reinstated to the unit by working 69 hours during a period consisting of two consecutive biweekly pay periods and continuing to work 69 hours in each subsequent two biweekly payroll periods until the next quarter begins. The employee would be readmitted into the unit the first biweekly pay period subsequent to qualifying as above. When the employee reenters the quarterly rotation, the employee shall be expected to continue to work the required hours to remain in the unit.

B. New Employees

1. New employees shall enter the unit after having worked 208 hours during six (6) consecutive pay periods and must continue to work at least 69 hours for each subsequent two biweekly payroll periods preceding the start of a calendar year quarter.

2. After entering the quarterly calendar cycle, employees must work the required hours a quarter.

3. Failure to work the required hours a quarter would trigger the provision outlined in subsections A.l. and 2. above, unless the provisions of section C. below are applicable.

C. Furloughed Employees

1. Employees who were in the unit but were furloughed due to operational requirements shall automatically be placed back in the unit upon their return from furlough.

2. Such employees would be expected to work 69 hours for each two consecutive biweekly pay periods during the time prior to the start of a quarterly cycle.

3. The employees must continue to work the required hours each calendar year quarter to continue in the unit.

4. Employees who work less than the required hours in a calendar year quarter would trigger the provision outlined in A.l. and 2. above.

5. The period of furlough shall be removed from the computation of hours worked in any period and the requirement prorated.

LETTER OF AGREEMENT #4
Intermittent Employees

A. The inclusion of certain intermittent employees within the negotiating unit and under this Contract shall not be construed to expand the coverage of any State program relating to terms and conditions of employment for which such intermittent employees were not previously deemed to be eligible, or to include such intermittent employees under the coverage of any provision of this Contract unless the substance of the provision describes a type of program for which such intermittent employees were generally eligible prior to inclusion under the Contract. Where such intermittent employees are eligible for State programs or coverage under provisions of this Contract, appropriate pro-rations will be made in accord with their intermittent status.

B. Disputes concerning whether intermittent employees are eligible for coverage under any provisions of the Contract between the parties or terms and conditions of the coverage shall be processed as Article 7 A.2. grievance (non-contractual) with the final step being the Governor's Office of Employee Relations.

LETTER OF AGREEMENT #5
Layoff and Recall Armorer III and IV

A. The unclassified titles Armorer III and IV, utilized by the Department of Military and Veterans Affairs are included in the Operations, Maintenance and Services and Crafts Unit. Employees in those titles are represented by Local 195, IFPTE, AFL-CIO.

B. In the event the Department of Military and Veterans Affairs determines that a layoff of employees in these titles is necessary, the Department will follow to the

extent feasible the system of protections and procedures utilized and developed by the Civil Service Commission for the career service for layoff and recall. The Department retains the prerogative to limit bumping rights to something other than Department wide. The language of Article 38 is illustrative of the system. Seniority of involved individuals will be computed in accord with Article 39.

C. Since possession of the "Black Seal" low pressure boiler operator license is a requirement for various job assignments in the Department of Military and Veterans Affairs, individuals not holding a "Black Seal" license may be restricted in their bumping rights due to lack of qualification. The Department retains the prerogative to allow employees full "bumping" rights even if they do not possess the "Black Seal" license. In those circumstances, continued employment will normally be contingent upon attainment of the "Black Seal" license within six (6) months. Exceptions will be discussed with the Union if timely request is made. The Department will attempt to place all persons with greater seniority, but who do not possess the "Black Seal" license in job assignments where the "Black Seal" license is not a mandatory requirement. It is understood that operational effectiveness must be maintained.

D. The Civil Service Commission will aid the Department of Military and Veterans Affairs in making technical determinations and will assign an individual to discuss any technical determinations concerning bumping rights with the Union or involved employee.

E. It is recognized that the Department of Military and Veterans Affairs maintains the prerogative to coordinate the layoff and recall system set forth herein so that individuals holding the title Armorer I may be integrated into the overall system.

F. Armorers shall be provided with a general layoff notice of at least forty-five (45) days. The Union will be provided with notice of the layoff at the same time notice is given to the employees. If prompt request is made, the Union will be provided with a list of employees to be affected and layoff procedures will be discussed with the Union.

G. Union Stewards will enjoy those privileges pertaining to continuity of job assignment set forth in the body of the Contract.

LETTER OF AGREEMENT #6
Union Leave Days

A. In regard to the Operations, Maintenance and Services and Crafts and the Inspection and Security Units, the State will provide on a one-time basis a total of three-hundred and twenty-two (322) 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:

l. 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 l above may use no more than three (3) days of such leave.

3. The use of this special leave time 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, Local 195 and 32BJ Executive Board Members shall receive one (1) paid day each to attend training sessions on new contract language, for a total of forty-five (45) days, not chargeable to the amount of Union Leave Days set forth in the Contract; forty-one (41) days to Local 195 and four (4) days to Local 32BJ.

LETTER OF AGREEMENT #7
Snow Representative

In regard to the Department of Transportation Emergency Work Program for Snow and Ice Control, employees in the negotiating unit who are assigned to be the Department of Transportation's "Snow Representative" will receive a special project rate and will be subject to all other requirements of the program.

LETTER OF AGREEMENT #8
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 impacts on employees in IFPTE Local 195 and Local 32BJ SEIU negotiation units. 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 for any reason, 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, once issued, and copies of all bid notices for proposals and shall meet with the Union following 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 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 not subject to the grievance/arbitration procedure of the Agreement.

LETTER OF AGREEMENT #9
State Colleges/Universities Tuition Waiver Program

The terms of any Tuition Waiver Program will be determined by local negotiations whenever such an obligation arises. The Tuition Waiver Programs currently in place at the State Colleges and Universities will remain in place unless changes are negotiated on the local level.

LETTER OF AGREEMENT #10
Unclassified Employees

A. Under Title 11A the Civil Service Commission has the responsibility to determine the status of employees placed in an unclassified title. The IFPTE and the MVI may request that the Civil Service Commission undertake a review of the status of those titles placed in the unclassified service and represented by the Union.

B. The Union may meet and discuss the status of unclassified titles they represent with the Governor's Office of Employee Relations.

C. It is further agreed that the Union may make recommendations to the Civil Service Commission as to the status of unclassified titles they represent.

LETTER OF AGREEMENT #11
Representation Fee

The following provision is set forth herein for informational purposes. The State and the Union are contracting parties in an agreement concerning wages and terms and conditions of employment for the period July 1, 2015 through June 30, 2019. One article of that agreement embodies a condition whereby employees are required to pay a representation fee to the Union. As a condition of the continuance of that requirement, it is understood that the Union will provide relevant financial information to employees and maintain its demand and return system in such manner as to be in accord with the then current law and determinations by the U.S. Supreme Court in all related matters but specifically with regard to expeditious response, provision of required information and the preservation of individual's constitutional rights; and further, it is understood that any rules or regulations promulgated by the New Jersey Public Employment Relations Commission concerning this matter will be abided by in the administration of the program.

LETTER OF AGREEMENT #12
Safety Specialist 1, 2, Trainee/Pass or Rejection Punch

A. Safety Specialist 1, Safety Specialist 2 and Safety Specialist Trainee in the Division of Motor Vehicles shall not be required to pay for loss of the "Pass or

Rejection Punch" by theft or damage from explosion, fire or like traumatic incident wherein the "Pass or Rejection Punch" is damaged to such an extent that it is unusable and the theft or damage is not due to any fault of the employee.

B. In such cases the State will replace the "Pass or Rejection Punch" with no cost to the employee. The employee may be required to provide information to substantiate that the loss or damage was not his/her fault.

LETTER OF AGREEMENT #13

Promotional Procedures, New Jersey Water Supply Authority

A. The Executive Director of the New Jersey Water Supply Authority or his designee will advise employees in the Operations, Maintenance and Services and Crafts and Inspection and Security Units if a vacancy in such units may be filled through the promotional process. For purposes of this section, a promotion means the advancement of an employee to a job classification at a higher salary range.

B. The Executive Director or designee will also indicate whether applicants for the vacancy will be recruited only internally or whether there will be simultaneous internal/external recruitment. An initial decision that applicants will be recruited only internally shall not later preclude the New Jersey Water Supply Authority, after reviewing the internal applicants, from advertising the position externally.

C. The announcement of the promotional opportunity will be posted for a period of at least 7 days and will include, in addition to the information required above, a description of the job, salary range, any required qualifications, shift assignment and procedures to be followed by employees interested in applying. A copy of the posting will be sent to the Union Headquarters.

D. Employees in the above mentioned units at New Jersey Water Supply Authority who meet the minimum qualifications for the position may apply. The New Jersey Water Supply Authority will consider education, experience, licenses, knowledge, skills and abilities in deciding who will be promoted. Where all factors are equal, seniority will be considered.

E. Each internal candidate will be notified in writing of the Executive Director or designee's decision with respect to his candidacy. This decision will indicate: 1) that the applicant has been offered the position, or 2) that the applicant has not been offered the position, or 3) that the position will now be advertised externally and he will continue to be considered for the position together with external candidates.

F. Where a promotion is consummated as a result of this procedure, the appointing authority will post the name of the individual promoted for seven (7) calendar days and will forward a copy to the Union Headquarters. If an external candidate is hired to fill the position, the name of the individual will be provided to the Chapter President and the Union Headquarters.

LETTER OF AGREEMENT #14

Layoff and Recall Procedures for the New Jersey Water Supply Authority

A. In the event the New Jersey Water Supply Authority determines that a layoff of employees is necessary, the New Jersey Water Supply Authority will follow, to the extent feasible, the system of protections and procedures agreed to by the parties. The New Jersey Water Supply Authority retains the prerogative to limit bumping rights to something other than Agency-wide. The language of Article 38, Layoff and

Recall-Career Service, of the Contract is illustrative of the system. Seniority of involved individuals will be computed in accord with Article 39, Layoff and Recall for Unclassified Employees.

B. Since possession of the "Black Seal" low pressure boiler operator license or Commercial Driver's License is a requirement for various job assignments in the Agency, individuals not holding a "Black Seal" license or Commercial Driver's License may be restricted in their bumping rights due to lack of qualification. However, the agency retains the prerogative to allow employees full bumping rights even if they do not possess the “Black seal” license or Commercial Driver’s License. In those circumstances continued employment will normally be contingent upon attainment of the “Black Seal” license or Commercial Driver’s License within six (6) months. Exceptions will be discussed with the Union if timely request is made. If the Agency does not permit full bumping rights, it will attempt to place all persons with greater seniority, but who do not possess the "Black Seal" license or Commercial Driver's License in job assignments where the "Black Seal" license or Commercial Driver's License is not a mandatory requirement. It is understood that operational effectiveness must be maintained.

C. Employees shall be provided with a generalized layoff notice of forty-five (45) days. The Union will be provided with notice of the layoff at the same time notice is given to the employees. The New Jersey Water Supply Authority will meet with the Union, if requested in writing, to discuss alternatives to the layoff and, if requested in writing, provide the Union with a list of the names of the employees at the New Jersey Water Supply Authority whose positions will be vacated or abolished.

D. This letter of agreement shall be grievable pursuant to the provisions of Article 7, Grievance Procedure, section A.1. (contractual grievance).

LETTER OF AGREEMENT #15
Administration of Contract Meetings for the New Jersey Water Supply Authority

A. 1. Should it appear necessary or appropriate, the New Jersey Water Supply Authority and the Union representatives will meet quarterly to discuss problems relating to the administration of this Contract.

2. Such representatives of the New Jersey Water Supply Authority and the Union shall meet some time during the second week of July, October, January and April, or whenever the parties mutually deem it necessary. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings, but are intended as a means of fostering good employment 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 meetings.

B. A maximum of three (3) members of the Unit may attend such meetings and if on duty, shall be granted time off to attend, not to be deducted from the time provided in Article 33, Union Rights and Representatives.

C. Additional meetings as described above may be held at the request of either party at a mutually agreeable time.

LETTER OF AGREEMENT #16
Health Insurance in Retirement

Those employees who have 20 or more years of creditable service on June 28, 2011 and, who accrue 25 years of pension credit and retire or retire on a disability retirement on or after July 1, 2011 will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required under law. In accordance with P.L. 2011, c.78, the Retiree Wellness Program no longer applies. For the duration of this contract and/or until such time as different contribution levels are mandated through legislation or negotiated between the parties after the expiration of this contract, if any, those employees who have fewer than 20 years of creditable service on June 28, 2011 and who accrue 25 or more years of pension credit and retire on a disability retirement on or after July 1, 2011, will, for the duration of their retirement, contribute in retirement toward the cost of post-retirement medical benefits in accordance with the grid established by P.L. 2011, c.78. The provisions of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article 7.

LETTER OF AGREEMENT #17
TES Employees

Within sixty (60) days of the execution of the collective negotiations agreement, the State and the Union will constitute a labor-management committee for the purpose of reviewing the status of TES employees performing the same or similar duties as employees included in the OMS&C and I&S Units. A representative from Civil Service Commission may participate on the committee. The committee shall be comprised of equal numbers of Union and management representatives and will develop standards to determine which TES employees, not presently included in the OMS&C and I&S Units, should be included.

LETTER OF AGREEMENT #18
Positions

The state and the Union agree that employees should have the opportunity to apply for available positions. The parties agree to explore ways to accomplish that goal.

LETTER OF AGREEMENT #19
Office Space

The State and the Union agree to form a committee to review the availability of suitable space for Chapter Presidents in order to comply with Article 33, Section E6.

LETTER OF AGREEMENT #20
State Colleges and Universities

The State recognizes Local 195, IFPTE and the State Colleges and Universities have a common interest in ongoing dialogue and discussions to attempt to resolve certain issues that are of common concern and importance at the various institutions, which comprise the nine (9) State Colleges/Universities. They recognize the advantage of joint meetings between Local 195 and the Colleges/Universities. Therefore, the parties agree to establish a Committee of State and Local 195

representatives. The State will designate representatives from the various Colleges/Universities which it deems necessary to accomplish the goals of the committee, and one representative from the Governor's Office of Employee Relations. Local 195 will designate one representative for each of the nine (9) State College/University Chapters, and one representative from the local union. They will meet twice per year to discuss these issues of common concern. The goal of the committee will be to ensure that there is an ongoing and continuing dialogue among and between Local 195 and the Colleges/Universities as to these issues of common concern. The parties recognize the importance of discussion and dialogue, and that the purpose of these committee meetings is not to resolve grievances or to negotiate, but to discuss issues of concern relating to the work force. Local 195, IFPTE will submit an agenda to the Governor's Office of Employee Relations at least two weeks prior to the meeting consistent with the purpose of the Committee as set forth above.

LETTER OF AGREEMENT #21
Essential Employees (Non 24/7 Facilities)

The parties agree that this Side Letter Agreement covers only 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 the 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 (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) or his/her designee. The Director of OER or designee 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 applies only to the designation of the employee as essential. This provision does not apply to the category of the essential designation.

LETTER OF AGREEMENT #22
Essential Employees 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 operated by the Department of Human Services (DHS) 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.
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 Local 195, the Union and management representatives at the 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 best efforts 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 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 thirty (30) days of receipt of the Department's decision, the Union may appeal the decision to the Director of OER. The Director of OER, or his/her designee, shall convene a meeting to address the dispute at which a Department representative shall be present. The Director of OER or designee 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.

NEW SALARY SCHEDULES ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY.

APPENDIX 3-A
Operators, Maintenance and Service Titles

ERG	RANGE	TITLE CODE	TITLE NAME
O	12	34122	ARMORER 3
O	10	34121	ARMORER 4
O	17	42053	ASSISTANT CREWFOREMAN BUILDING AND GROUNDS
O	07	45512	ASSISTANT GREENHOUSE WORKER
O	16	02670	ASSISTANT GREENSKEEPER
O	07	42743	ASSISTANT GROUNDS WORKER
O	08	43323	BOAT ATTENDANT
O	14	40350	BRIDGE OPERATOR
O	10	40349	BRIDGE OPERATOR TRAINEE
O	09	20145	BUS DRIVER
O	10	44213	CARETAKER ENVIRONMENTAL PROTECTION
O	12	00983	CEMETERY CARETAKER
O	11	32400	CHANNEL MARKER/BOAT ATTENDANT
O	15	21802	COMMUNICATIONSOPERATOR
O	15	21802C	COMMUNICATIONSOPERATOR ENVIRONMENTAL PROTECTION
O	15	40805	COMMUNICATIONSOPERATOR SECURED FACILITIES
O	11	81641	COORDINATOR ATHLETIC EQUIPMENT AND FACILITIES
O	11	45743	DAIRY WORKER
O	15	46704	DISPATCHER REPAIRER
O	12	42022	EQUIPMENT OPERATOR
O	12	42013	EQUIPMENT OPERATOR HIGHWAY
O	10	45323	FARMER
O	17	02647	FOREST FIRE EQUIPMENT MAINTENANCE SPECIALIST 1
O	15	02646	FOREST FIRE EQUIPMENT MAINTENANCE SPECIALIST 2
O	13	32141	FOREST FIRE OBSERVER
O	16	02643	FORESTRY TECHNICIAN
O	07	40012	GARAGE ATTENDANT
O	10	45533	GARDENER
O	10	45513	GREENHOUSE WORKER
O	10	42744	GROUNDS WORKER
O	05	59968	HELPER
O	08	42431	HELPER
O	14	42238	HIGHWAY DRILLING OPERATOR
O	11	41937	HIGHWAY OPERATIONS TECHNICIAN 1
O	13	42050	HIGHWAY OPERATIONS TECHNICIAN 2
O	15	42051	HIGHWAY OPERATIONS TECHNICIAN 3
O	95	42049	HIGHWAY OPERATIONS TECHNICIAN TRAINEE
O	06	44102	HOUSEKEEPER 1
O	08	55822	INDUSTRIAL ASSISTANT
O	13	15847	INTERMITTENT FOREST FIRE OBSERVER
O	10	30552	INTERMITTENT GREENHOUSE WORKER
O	10	30551	INTERMITTENT GROUNDS WORKER
O	10	30550	INTERMITTENT MAINTENANCE WORKER 1
O	08	01943	LABORATORY ASSISTANT
O	10	01946	LABORATORY ASSISTANT
O	08	01933	LABORATORY SERVICE WORKER 1
O	10	43033	MAINTENANCE WORKER 1
O	10	43143	MAINTENANCE WORKER 1 P I P
O	10	42112	MAINTENANCE WORKER 1 TRANSPORTATION
O	08	43032	MAINTENANCE WORKER 2
O	11	03349	MAINTENANCE WORKER 2 GROUNDS
O	10	43042	MAINTENANCE WORKER/DRIVER
O	08	43342	MAINTENANCE WORKER-BOAT OPERATOR

APPENDIX 3-A
Operators, Maintenance and Service Titles

O	09	43731	MECHANIC HELPER
O	12	43730	MECHANIC TRAINEE
O	10	40022	MECHANICAL STORES CLERK
O	12	46750	MOTOR VEHICLE OPERATOR 1
O	09	46738	MOTOR VEHICLE OPERATOR 1-10 MONTHS
O	09	46734	MOTOR VEHICLE OPERATOR 2
O	19	40335	OPERATOR SEWAGE AND WATER TREATMENT PLANTS
O	04	02614	PARKING ATTENDANT
O	16	43041	PARKS MAINTENANCE SPECIALIST 1
O	16	43041C	PARKS MAINTENANCE SPECIALIST 1 BOTANICAL GARDENS
O	14	43040	PARKS MAINTENANCE SPECIALIST 2
O	14	43040C	PARKS MAINTENANCE SPECIALIST 2 BOTANICAL GARDENS
O	16	01297	PUBLIC SAFETY TELECOMMUNICATOR
O	16	01297C	PUBLIC SAFETY TELECOMMUNICATOR STATE POLICE
O	99	06229	PUBLIC SAFETY TELECOMMUNICATOR TRAINEE
O	13	46703	RADIO DISPATCHER
O	11	41242	REPAIRER
O	11	43721	REPAIRER MECHANICAL
O	08	04142	RESIDENTIAL SERVICES WORKER
O	12	10316	SAFETY SERVICEPATROL APPRENTICE
O	14	10317	SAFETY SERVICEPATROL OPERATOR
O	08	44133	SENIOR BUILDING MAINTENANCE WORKER
O	10	40013	SENIOR GARAGE ATTENDANT
O	11	55823	SENIOR INDUSTRIAL ASSISTANT
O	08	44423	SENIOR LAUNDRYWORKER
O	12	40023	SENIOR MECHANICAL STORES CLERK
O	19	05865	SENIOR PUBLIC SAFETY TELECOMMUNICATOR
O	19	05865C	SENIOR PUBLIC SAFETY TELECOMMUNICATOR STATE POLICE
O	12	59991	SENIOR REPAIRER
O	14	41243	SENIOR REPAIRER
O	11	45613	SENIOR WILDLIFE WORKER
O	11	40842	SEWING WORKER
O	12	43868	SUPPLY SUPPORTTECHNICIAN 2
O	13	43873	SUPPLY SUPPORTTECHNICIAN 2
O	09	43866	SUPPLY SUPPORTTECHNICIAN 3
O	10	43872	SUPPLY SUPPORTTECHNICIAN 3
O	15	42149	TRANSPORT HAULER
O	11	42132	TRUCK DRIVER SINGLE AXLE
O	12	42128	TRUCK DRIVER TANDEM AXLE
O	09	45612	WILDLIFE WORKER

APPENDIX 3-B
Craft Titles

ERG	RANGE	TITLE CODE	TITLE NAME
C	17	43723	AUTOMOBILE TRIMMER
C	17	43724	AUTOMOTIVE MECHANIC
C	22	43713	AVIATION MECHANIC
C	17	43722	BODY AND FENDER MECHANIC
C	12	00880	BOILER OPERATOR
C	13	70205	BOILER OPERATOR REPAIRER
C	16	41122	CARPENTER
C	18	43653	COMMUNICATIONSSYSTEMS TECHNICIAN 1
C	16	43652	COMMUNICATIONSSYSTEMS TECHNICIAN 1
C	20	43650	COMMUNICATIONSSYSTEMS TECHNICIAN 2
C	18	43651	COMMUNICATIONSSYSTEMS TECHNICIAN 2
C	16	43643	ELECTRICAL MECHANIC
C	14	59948	ELECTRICIAN
C	16	41343	ELECTRICIAN
C	16	42023	HEAVY EQUIPMENT OPERATOR
C	16	42023C	HEAVY EQUIPMENT OPERATOR HIGHWAY MARKING
C	16	41938	HIGHWAY CONSTRUCTION & BRIDGE REPAIRER 1
C	17	82414	LABORATORY MECHANIC STATE COLLEGES
C	15	42133	LANDSCAPE TECHNICIAN
C	16	41633	LOCKSMITH
C	16	43943	MACHINIST
C	17	43702	MARINE MECHANIC
C	16	41543	MASON AND PLASTERER
C	26	43715	MASTER AVIATION MECHANIC
C	16	43732	MECHANIC NON-AUTOMOTIVE
C	18	40434	MECHANICAL EQUIPMENT SPECIALIST
C	18	16676	MICRO-ELECTRONIC SYSTEMS TECHNICIAN
C	16	41142	MODEL MAKER 1
C	19	41143	MODEL MAKER 2
C	16	40423	OPERATING ENGINEER 1
C	13	40422	OPERATING ENGINEER 2
C	18	40433	OPERATING ENGINEER HEATING AND AIR CONDITIONING
C	16	40420	OPERATING ENGINEER HEATING AND AIR CONDITIONING APPRENTIC E
C	13	40432	OPERATING ENGINEER REPAIRER
C	16	40302	OPERATOR REFRIGERATION SERVICES
C	16	40301	OPERATOR SEWAGE DISPOSAL PLANT
C	14	51664	PAINTER
C	16	41513	PAINTER
C	16	41313	PLUMBER AND STEAMFITTER
C	20	74005	PRODUCTION ENGINEER/TECHNICIAN LIBRARY FOR THE BLIND AND HANDICAPPED
C	16	43532	RADIO TECHNICIAN
C	16	41114	RESILIENT FLOORING INSTALLER
C	16	41123	ROOFER
C	16	41643	SHEET METAL WORKER
C	12	03706	SIGN MAKER 1
C	14	03705	SIGN MAKER 2
C	12	41842	SIGN TECHNICIAN 1
C	14	41841	SIGN TECHNICIAN 2
C	16	41843	SIGN TECHNICIAN 3
C	95	42052	SIGN TECHNICIAN TRAINEE
C	19	81082	TECHNICIAN ENVIRONMENTAL SYSTEMS
C	16	41632	WELDER

APPENDIX 3-C
Inspection and Security Titles

ERG	RANGE	TITLE CODE	TITLE NAME
I	16	33892	AGRICULTURAL PRODUCTS AGENT 1
I	19	33893	AGRICULTURAL PRODUCTS AGENT 2
I	99	33890	AGRICULTURAL PRODUCTS AGENT TRAINEE
I	16	55472	APPRENTICE INSPECTOR MULTIPLE DWELLINGS
I	08	59923	ASSISTANT ENVIRONMENTAL TECHNICIAN
I	98	53708	ASSISTANT INSPECTOR
I	17	32193	ASSISTANT INSTITUTION FIRE CHIEF
I	19	64407	BOARDING HOME EVALUATOR FACILITIES
I	20	56497	COMPLIANCE OFFICER 1 MVC
I	22	15112	COMPLIANCE OFFICER 2 CODE ENFORCEMENT
I	22	56499	COMPLIANCE OFFICER 2 MVC
I	18	56539	COMPLIANCE OFFICER APPRENTICE MVC
I	17	10129	CONSTRUCTION AND MAINTENANCE TECHNICIAN 3
I	15	10128	CONSTRUCTION AND MAINTENANCE TECHNICIAN 4
I	11	10126	CONSTRUCTION AND MAINTENANCE TECHNICIAN 5
I	23	55354C	CONSTRUCTION CODE INSPECTOR NEW HOME WARRANTY PROGRAM
I	23	55354	CONSTRUCTION CODE INSPECTOR 1
I	23	55354F	CONSTRUCTION CODE INSPECTOR 1 BOILER PRESSURE VESSEL & REFRIGERATION
I	23	55354D	CONSTRUCTION CODE INSPECTOR 1 EXPLOSIVES
I	24	55356	CONSTRUCTION CODE INSPECTOR 2
I	24	55356D	CONSTRUCTION CODE INSPECTOR 2 BOILER PRESSURE VESSEL & REFRIGERATION
I	24	55356C	CONSTRUCTION CODE INSPECTOR 2 MINING
I	19	16289	ENVIRONMENTAL COMPLIANCE INSPECTOR 2
I	12	59961	ENVIRONMENTAL TECHNICIAN
I	17	11633	EQUIPMENT INSPECTOR TRANSPORTATION
I	25	64469	FIRE CODE ASSISTANCE REPRESENTATIVE 1
I	22	64467	FIRE CODE ASSISTANCE REPRESENTATIVE 2
I	15	32183	FIRE PREVENTION AND SAFETY OFFICER STATE COLLEGES
I	09	32312	GUARD
I	18	02451	HORTICULTURIST
I	22	32203	INSPECTOR 2 MULTIPLE DWELLINGS
I	16	53702	INSPECTOR 2 N J RACING COMMISSION
I	19	55473	INSPECTOR 3 MULTIPLE DWELLINGS
I	11	00832	INSPECTOR ANIMAL HEALTH
I	15	02418	INSPECTOR BEE CULTURE
I	14	15642	INSPECTOR BULKHEADS AND DREDGINGS
I	16	14012	INSPECTOR CONSTRUCTION
I	15	14022	INSPECTOR CONSTRUCTION
I	19	32194	INSPECTOR FIRESAFETY
I	13	02401	INSPECTOR PLANT INDUSTRY
I	13	02401C	INSPECTOR PLANT INDUSTRY BIOLOGICAL CONTROL
I	95	53707	INSPECTOR TRAINEE
I	09	32323	INTERMITTENT GUARD
I	18	56447	INTERMITTENT SAFETY SPECIALIST 1 MVC
I	13	15851	INTERMITTENT TECHNICIAN 2 FISH GAME AND WILDLIFE
I	10	15845	INTERMITTENT VISITOR SERVICE ASSISTANT
I	23	10310	INVESTIGATOR 1CHILD PROTECTION
I	23	40003	INVESTIGATOR 1NJ MOTOR VEHICLE COMMISSION
I	22	56783	INVESTIGATOR 2
I	25	10311	INVESTIGATOR 2CHILD PROTECTION
I	19	56782	INVESTIGATOR 3
I	12	00822	RABIES CONTROLTECHNICIAN
I	20	34792	RADIOLOGICAL SERVICE REPRESENTATIVE
I	16	17242	SAFETY INSPECTOR
I	15	56444	SAFETY SPECIALIST 1 MVC
I	18	56445	SAFETY SPECIALIST 2 MVC
I	99	56404	SAFETY SPECIALIST TRAINEE MVC
I	13	32261	SECURITY OFFICER

APPENDIX 3-C
Inspection and Security Titles

I	21	64408	SENIOR BOARDING HOME EVALUATOR FACILITIES
I	15	59988	SENIOR ENVIRONMENTAL TECHNICIAN
I	15	59988F	SENIOR ENVIRONMENTAL TECHNICIAN WATER RESOURCES
I	18	15643	SENIOR INSPECTOR BULKHEADS AND DREDGINGS
I	18	14013	SENIOR INSPECTOR CONSTRUCTION
I	21	32200	SENIOR INSPECTOR FIRE SAFETY
I	15	02402	SENIOR INSPECTOR PLANT INDUSTRY
I	15	02402C	SENIOR INSPECTOR PLANT INDUSTRY BIOLOGICAL CONTROL
I	15	00823	SENIOR RABIES CONTROL TECHNICIAN
I	17	14843	SENIOR RAILROAD INSPECTOR
I	18	17243	SENIOR SAFETY INSPECTOR
I	16	17203	SENIOR SAFETY INSPECTOR TRANSPORTATION
I	15	32262	SENIOR SECURITY OFFICER
I	16	11233	SENIOR TRAFFICINVESTIGATOR
I	16	03190	TECHNICIAN 1 FISH GAME AND WILDLIFE
I	13	03189	TECHNICIAN 2 FISH GAME AND WILDLIFE
I	99	56556	TECHNICIAN TRAINEE MVC
I	99	56559	TECHNICIAN TRAINEE MVC
I	14	11231	TRAFFIC INVESTIGATOR
I	10	32079	VISITOR SERVICE ASSISTANT
I	18	04304	WEIGHMASTER

SALARY SCHEDULE ♦ FY 16
12 Month Employees Effective: July 11, 2015
10 Month Employees Effective: September 5, 2015
Covering Employee Relations Groups: C ♦ I ♦ O

Range :	04	05	06	07	08	09
Increment :	1,024.93	1,077.36	1,133.82	1,190.06	1,250.14	1,310.17
Step 1 :	24,445.78	25,470.71	26,548.07	27,681.90	28,871.95	30,122.09
Step 2 :	25,470.71	26,548.07	27,681.90	28,871.95	30,122.09	31,432.26
Step 3 :	26,495.64	27,625.44	28,815.72	30,062.01	31,372.23	32,742.43
Step 4 :	27,520.57	28,702.80	29,949.54	31,252.07	32,622.36	34,052.61
Step 5 :	28,545.50	29,780.16	31,083.37	32,442.13	33,872.50	35,362.78
Step 6 :	29,570.43	30,857.52	32,217.19	33,632.19	35,122.63	36,672.95
Step 7 :	30,595.36	31,934.89	33,351.01	34,822.24	36,372.77	37,983.12
Step 8 :	31,620.30	33,012.25	34,484.84	36,012.30	37,622.90	39,293.30
Step 9 :	32,645.23	34,089.61	35,618.66	37,202.36	38,873.04	40,603.47
Step 10 :	33,670.16	35,166.98	36,752.48	38,392.42	40,123.18	41,913.64

Range :	10	11	12	13	14	15
Increment :	1,374.05	1,441.60	1,512.87	1,591.79	1,670.56	1,753.20
Step 1 :	31,432.26	32,806.31	34,247.92	35,760.79	37,352.57	39,023.13
Step 2 :	32,806.31	34,247.92	35,760.79	37,352.57	39,023.13	40,776.34
Step 3 :	34,180.37	35,689.52	37,273.66	38,944.36	40,693.69	42,529.54
Step 4 :	35,554.42	37,131.12	38,786.53	40,536.15	42,364.25	44,282.74
Step 5 :	36,928.47	38,572.72	40,299.40	42,127.93	44,034.80	46,035.95
Step 6 :	38,302.53	40,014.32	41,812.27	43,719.72	45,705.36	47,789.15
Step 7 :	39,676.58	41,455.93	43,325.14	45,311.51	47,375.92	49,542.35
Step 8 :	41,050.63	42,897.53	44,838.02	46,903.29	49,046.48	51,295.55
Step 9 :	42,424.68	44,339.13	46,350.89	48,495.08	50,717.04	53,048.76
Step 10 :	43,798.74	45,780.73	47,863.76	50,086.87	52,387.59	54,801.96

Range :	16	17	18	19	20	21
Increment :	1,843.30	1,937.18	2,030.91	2,132.37	2,241.24	2,353.88
Step 1 :	40,776.34	42,619.63	44,556.81	46,587.72	48,720.10	50,961.33
Step 2 :	42,619.63	44,556.81	46,587.72	48,720.10	50,961.33	53,315.21
Step 3 :	44,462.93	46,493.99	48,618.64	50,852.47	53,202.57	55,669.09
Step 4 :	46,306.23	48,431.17	50,649.55	52,984.85	55,443.81	58,022.97
Step 5 :	48,149.53	50,368.35	52,680.46	55,117.22	57,685.04	60,376.85
Step 6 :	49,992.83	52,305.52	54,711.37	57,249.60	59,926.28	62,730.73
Step 7 :	51,836.13	54,242.70	56,742.28	59,381.97	62,167.51	65,084.61
Step 8 :	53,679.43	56,179.88	58,773.20	61,514.34	64,408.75	67,438.49
Step 9 :	55,522.73	58,117.06	60,804.11	63,646.72	66,649.99	69,792.37
Step 10 :	57,366.03	60,054.23	62,835.02	65,779.09	68,891.22	72,146.25

Range :	22	23	24	25	26
Increment :	2,470.23	2,594.08	2,721.76	2,860.67	3,003.35
Step 1 :	53,315.21	55,785.45	58,379.52	61,101.28	63,961.95
Step 2 :	55,785.45	58,379.52	61,101.28	63,961.95	66,965.30
Step 3 :	58,255.68	60,973.60	63,823.04	66,822.61	69,968.65
Step 4 :	60,725.91	63,567.68	66,544.79	69,683.28	72,972.00
Step 5 :	63,196.14	66,161.76	69,266.55	72,543.95	75,975.34
Step 6 :	65,666.38	68,755.84	71,988.30	75,404.62	78,978.69
Step 7 :	68,136.61	71,349.91	74,710.06	78,265.28	81,982.04
Step 8 :	70,606.84	73,943.99	77,431.82	81,125.95	84,985.39
Step 9 :	73,077.08	76,538.07	80,153.57	83,986.62	87,988.74
Step 10 :	75,547.31	79,132.15	82,875.33	86,847.28	90,992.09

SALARY SCHEDULE ♦ FY 17
12 Month Employees Effective: July 9, 2016
10 Month Employees Effective: September 3, 2016
Covering Employee Relations Groups: C ♦ I ♦ O

Range :	04	05	06	07	08	09
Increment :	1,024.93	1,077.36	1,133.82	1,190.06	1,250.14	1,310.17
Step 1 :	24,445.78	25,470.71	26,548.07	27,681.90	28,871.95	30,122.09
Step 2 :	25,470.71	26,548.07	27,681.90	28,871.95	30,122.09	31,432.26
Step 3 :	26,495.64	27,625.44	28,815.72	30,062.01	31,372.23	32,742.43
Step 4 :	27,520.57	28,702.80	29,949.54	31,252.07	32,622.36	34,052.61
Step 5 :	28,545.50	29,780.16	31,083.37	32,442.13	33,872.50	35,362.78
Step 6 :	29,570.43	30,857.52	32,217.19	33,632.19	35,122.63	36,672.95
Step 7 :	30,595.36	31,934.89	33,351.01	34,822.24	36,372.77	37,983.12
Step 8 :	31,620.30	33,012.25	34,484.84	36,012.30	37,622.90	39,293.30
Step 9 :	32,645.23	34,089.61	35,618.66	37,202.36	38,873.04	40,603.47
Step 10 :	33,670.16	35,166.98	36,752.48	38,392.42	40,123.18	41,913.64

Range :	10	11	12	13	14	15
Increment :	1,374.05	1,441.60	1,512.87	1,591.79	1,670.56	1,753.20
Step 1 :	31,432.26	32,806.31	34,247.92	35,760.79	37,352.57	39,023.13
Step 2 :	32,806.31	34,247.92	35,760.79	37,352.57	39,023.13	40,776.34
Step 3 :	34,180.37	35,689.52	37,273.66	38,944.36	40,693.69	42,529.54
Step 4 :	35,554.42	37,131.12	38,786.53	40,536.15	42,364.25	44,282.74
Step 5 :	36,928.47	38,572.72	40,299.40	42,127.93	44,034.80	46,035.95
Step 6 :	38,302.53	40,014.32	41,812.27	43,719.72	45,705.36	47,789.15
Step 7 :	39,676.58	41,455.93	43,325.14	45,311.51	47,375.92	49,542.35
Step 8 :	41,050.63	42,897.53	44,838.02	46,903.29	49,046.48	51,295.55
Step 9 :	42,424.68	44,339.13	46,350.89	48,495.08	50,717.04	53,048.76
Step 10 :	43,798.74	45,780.73	47,863.76	50,086.87	52,387.59	54,801.96

Range :	16	17	18	19	20	21
Increment :	1,843.30	1,937.18	2,030.91	2,132.37	2,241.24	2,353.88
Step 1 :	40,776.34	42,619.63	44,556.81	46,587.72	48,720.10	50,961.33
Step 2 :	42,619.63	44,556.81	46,587.72	48,720.10	50,961.33	53,315.21
Step 3 :	44,462.93	46,493.99	48,618.64	50,852.47	53,202.57	55,669.09
Step 4 :	46,306.23	48,431.17	50,649.55	52,984.85	55,443.81	58,022.97
Step 5 :	48,149.53	50,368.35	52,680.46	55,117.22	57,685.04	60,376.85
Step 6 :	49,992.83	52,305.52	54,711.37	57,249.60	59,926.28	62,730.73
Step 7 :	51,836.13	54,242.70	56,742.28	59,381.97	62,167.51	65,084.61
Step 8 :	53,679.43	56,179.88	58,773.20	61,514.34	64,408.75	67,438.49
Step 9 :	55,522.73	58,117.06	60,804.11	63,646.72	66,649.99	69,792.37
Step 10 :	57,366.03	60,054.23	62,835.02	65,779.09	68,891.22	72,146.25

Range :	22	23	24	25	26
Increment :	2,470.23	2,594.08	2,721.76	2,860.67	3,003.35
Step 1 :	53,315.21	55,785.45	58,379.52	61,101.28	63,961.95
Step 2 :	55,785.45	58,379.52	61,101.28	63,961.95	66,965.30
Step 3 :	58,255.68	60,973.60	63,823.04	66,822.61	69,968.65
Step 4 :	60,725.91	63,567.68	66,544.79	69,683.28	72,972.00
Step 5 :	63,196.14	66,161.76	69,266.55	72,543.95	75,975.34
Step 6 :	65,666.38	68,755.84	71,988.30	75,404.62	78,978.69
Step 7 :	68,136.61	71,349.91	74,710.06	78,265.28	81,982.04
Step 8 :	70,606.84	73,943.99	77,431.82	81,125.95	84,985.39
Step 9 :	73,077.08	76,538.07	80,153.57	83,986.62	87,988.74
Step 10 :	75,547.31	79,132.15	82,875.33	86,847.28	90,992.09

SALARY SCHEDULE ♦ FY 18
12 Month Employees Effective: July 8, 2017
10 Month Employees Effective: September 2, 2017
Covering Employee Relations Groups: C ♦ I ♦ O

Range :	4	5	6	7	8	9
Increment:	1,042.88	1,096.21	1,153.66	1,210.89	1,272.02	1,333.09
Step 1 :	24,873.57	25,916.45	27,012.66	28,166.32	29,377.21	30,649.23
Step 2 :	25,916.45	27,012.66	28,166.32	29,377.21	30,649.23	31,982.32
Step 3 :	26,959.33	28,108.87	29,319.98	30,588.10	31,921.25	33,315.41
Step 4 :	28,002.21	29,205.08	30,473.64	31,798.99	33,193.27	34,648.50
Step 5 :	29,045.09	30,301.29	31,627.30	33,009.88	34,465.29	35,981.59
Step 6 :	30,087.97	31,397.50	32,780.96	34,220.77	35,737.31	37,314.68
Step 7 :	31,130.85	32,493.71	33,934.62	35,431.66	37,009.33	38,647.77
Step 8 :	32,173.73	33,589.92	35,088.28	36,642.55	38,281.35	39,980.86
Step 9 :	33,216.61	34,686.13	36,241.94	37,853.44	39,553.37	41,313.95
Step 10 :	34,259.49	35,782.34	37,395.60	39,064.33	40,825.39	42,647.04

Range :	10	11	12	13	14	15
Increment:	1,398.11	1,466.83	1,539.34	1,619.65	1,699.78	1,783.89
Step 1 :	31,982.32	33,380.43	34,847.26	36,386.60	38,006.25	39,706.03
Step 2 :	33,380.43	34,847.26	36,386.60	38,006.25	39,706.03	41,489.92
Step 3 :	34,778.54	36,314.09	37,925.94	39,625.90	41,405.81	43,273.81
Step 4 :	36,176.65	37,780.92	39,465.28	41,245.55	43,105.59	45,057.70
Step 5 :	37,574.76	39,247.75	41,004.62	42,865.20	44,805.37	46,841.59
Step 6 :	38,972.87	40,714.58	42,543.96	44,484.85	46,505.15	48,625.48
Step 7 :	40,370.98	42,181.41	44,083.30	46,104.50	48,204.93	50,409.37
Step 8 :	41,769.09	43,648.24	45,622.64	47,724.15	49,904.71	52,193.26
Step 9 :	43,167.20	45,115.07	47,161.98	49,343.80	51,604.49	53,977.15
Step 10 :	44,565.31	46,581.90	48,701.32	50,963.45	53,304.27	55,761.04

Range :	16	17	18	19	20	21
Increment:	1,875.56	1,971.07	2,066.46	2,169.69	2,280.45	2,395.08
Step 1 :	41,489.92	43,365.48	45,336.55	47,403.01	49,572.70	51,853.15
Step 2 :	43,365.48	45,336.55	47,403.01	49,572.70	51,853.15	54,248.23
Step 3 :	45,241.04	47,307.62	49,469.47	51,742.39	54,133.60	56,643.31
Step 4 :	47,116.60	49,278.69	51,535.93	53,912.08	56,414.05	59,038.39
Step 5 :	48,992.16	51,249.76	53,602.39	56,081.77	58,694.50	61,433.47
Step 6 :	50,867.72	53,220.83	55,668.85	58,251.46	60,974.95	63,828.55
Step 7 :	52,743.28	55,191.90	57,735.31	60,421.15	63,255.40	66,223.63
Step 8 :	54,618.84	57,162.97	59,801.77	62,590.84	65,535.85	68,618.71
Step 9 :	56,494.40	59,134.04	61,868.23	64,760.53	67,816.30	71,013.79
Step 10 :	58,369.96	61,105.11	63,934.69	66,930.22	70,096.75	73,408.87

Range :	22	23	24	25	26
Increment:	2,513.46	2,639.47	2,769.39	2,910.72	3,055.92
Step 1 :	54,248.23	56,761.69	59,401.16	62,170.55	65,081.27
Step 2 :	56,761.69	59,401.16	62,170.55	65,081.27	68,137.19
Step 3 :	59,275.15	62,040.63	64,939.94	67,991.99	71,193.11
Step 4 :	61,788.61	64,680.10	67,709.33	70,902.71	74,249.03
Step 5 :	64,302.07	67,319.57	70,478.72	73,813.43	77,304.95
Step 6 :	66,815.53	69,959.04	73,248.11	76,724.15	80,360.87
Step 7 :	69,328.99	72,598.51	76,017.50	79,634.87	83,416.79
Step 8 :	71,842.45	75,237.98	78,786.89	82,545.59	86,472.71
Step 9 :	74,355.91	77,877.45	81,556.28	85,456.31	89,528.63
Step 10 :	76,869.37	80,516.92	84,325.67	88,367.03	92,584.55

SALARY SCHEDULE ♦ FY 19
12 Month Employees Effective: July 7, 2018
10 Month Employees Effective: September 1, 2018
Covering Employee Relations Groups: C ♦ I ♦ O

Range :	4	5	6	7	8	9
Increment :	1,058.53	1,112.65	1,170.96	1,229.06	1,291.10	1,353.08
Step 1 :	25,246.67	26,305.20	27,417.85	28,588.81	29,817.87	31,108.97
Step 2 :	26,305.20	27,417.85	28,588.81	29,817.87	31,108.97	32,462.05
Step 3 :	27,363.73	28,530.50	29,759.77	31,046.93	32,400.07	33,815.13
Step 4 :	28,422.26	29,643.15	30,930.73	32,275.99	33,691.17	35,168.21
Step 5 :	29,480.79	30,755.80	32,101.69	33,505.05	34,982.27	36,521.29
Step 6 :	30,539.32	31,868.45	33,272.65	34,734.11	36,273.37	37,874.37
Step 7 :	31,597.85	32,981.10	34,443.61	35,963.17	37,564.47	39,227.45
Step 8 :	32,656.38	34,093.75	35,614.57	37,192.23	38,855.57	40,580.53
Step 9 :	33,714.91	35,206.40	36,785.53	38,421.29	40,146.67	41,933.61
Step 10 :	34,773.44	36,319.05	37,956.49	39,650.35	41,437.77	43,286.69

Range :	10	11	12	13	14	15
Increment :	1,419.09	1,488.83	1,562.43	1,643.94	1,725.28	1,810.65
Step 1 :	32,462.05	33,881.14	35,369.97	36,932.40	38,576.34	40,301.62
Step 2 :	33,881.14	35,369.97	36,932.40	38,576.34	40,301.62	42,112.27
Step 3 :	35,300.23	36,858.80	38,494.83	40,220.28	42,026.90	43,922.92
Step 4 :	36,719.32	38,347.63	40,057.26	41,864.22	43,752.18	45,733.57
Step 5 :	38,138.41	39,836.46	41,619.69	43,508.16	45,477.46	47,544.22
Step 6 :	39,557.50	41,325.29	43,182.12	45,152.10	47,202.74	49,354.87
Step 7 :	40,976.59	42,814.12	44,744.55	46,796.04	48,928.02	51,165.52
Step 8 :	42,395.68	44,302.95	46,306.98	48,439.98	50,653.30	52,976.17
Step 9 :	43,814.77	45,791.78	47,869.41	50,083.92	52,378.58	54,786.82
Step 10 :	45,233.86	47,280.61	49,431.84	51,727.86	54,103.86	56,597.47

Range :	16	17	18	19	20	21
Increment :	1,903.69	2,000.64	2,097.46	2,202.23	2,314.66	2,431.00
Step 1 :	42,112.27	44,015.96	46,016.60	48,114.06	50,316.29	52,630.95
Step 2 :	44,015.96	46,016.60	48,114.06	50,316.29	52,630.95	55,061.95
Step 3 :	45,919.65	48,017.24	50,211.52	52,518.52	54,945.61	57,492.95
Step 4 :	47,823.34	50,017.88	52,308.98	54,720.75	57,260.27	59,923.95
Step 5 :	49,727.03	52,018.52	54,406.44	56,922.98	59,574.93	62,354.95
Step 6 :	51,630.72	54,019.16	56,503.90	59,125.21	61,889.59	64,785.95
Step 7 :	53,534.41	56,019.80	58,601.36	61,327.44	64,204.25	67,216.95
Step 8 :	55,438.10	58,020.44	60,698.82	63,529.67	66,518.91	69,647.95
Step 9 :	57,341.79	60,021.08	62,796.28	65,731.90	68,833.57	72,078.95
Step 10 :	59,245.48	62,021.72	64,893.74	67,934.13	71,148.23	74,509.95

Range :	22	23	24	25	26
Increment :	2,551.17	2,679.06	2,810.93	2,954.38	3,101.76
Step 1 :	55,061.95	57,613.12	60,292.18	63,103.11	66,057.49
Step 2 :	57,613.12	60,292.18	63,103.11	66,057.49	69,159.25
Step 3 :	60,164.29	62,971.24	65,914.04	69,011.87	72,261.01
Step 4 :	62,715.46	65,650.30	68,724.97	71,966.25	75,362.77
Step 5 :	65,266.63	68,329.36	71,535.90	74,920.63	78,464.53
Step 6 :	67,817.80	71,008.42	74,346.83	77,875.01	81,566.29
Step 7 :	70,368.97	73,687.48	77,157.76	80,829.39	84,668.05
Step 8 :	72,920.14	76,366.54	79,968.69	83,783.77	87,769.81
Step 9 :	75,471.31	79,045.60	82,779.62	86,738.15	90,871.57
Step 10 :	78,022.48	81,724.66	85,590.55	89,692.53	93,973.33

INSIDE BACK COVER
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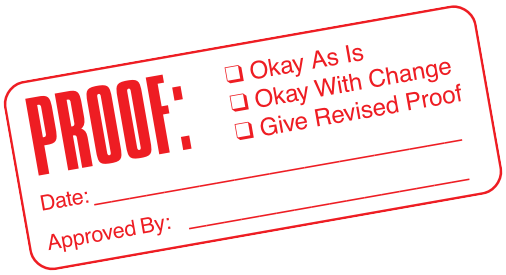

BACK COVER
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