MEMORANDUM OF AGREEMENT

THE STATE OF NEW JERSEY

AND

NEW JERSEY LAW ENFORCEMENT SUPERVISORS ASSOCIATION.

STATE OF NEW JERSEY ("State" or "Employer") and the NEW JERSEY LAW ENFORCEMENT SUPERVISORS ASSOCIATION, PRIMARY LEVEL SUPERVISORY LAW ENFORCEMENT UNIT ("Association"), having engaged in negotiations for an agreement to succeed the current Collective Negotiations Agreement ("Agreement") between the State and the Association that expired on June 30, 2019, hereby agree to the following amendments to the Agreement as set forth below.

This Memorandum of Agreement ("MOA") represents a complete package, and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package set forth herein. Therefore, the parties hereby agree to amend the Agreement as follows:

1. **Term of Agreement**: July 1, 2019 through June 30, 2023 (4-year Agreement)

2. **Article XIII, Section B. Salary Increases**: Across-the-board salary increases that have retroactive effect will be paid in accordance with N.J.A.C. 4A: 3 - 4.20. (see revised language in Attachment 1).

3. **Article XI Discipline**: Revise Section D as set forth in Attachment 2.
4. **Article XV, Holidays**: Revise Section A to add Juneteenth to the list of holidays.

5. **Article XIX, Compensatory Time Off**: Revise Section D to state as follows:

   Ordinarily, a maximum of two hundred (200) hours of compensatory time may be carried by any employee. Where the balance exceeds two hundred (200) hours, the employee and the supervisor will meet to amicably schedule such compensatory time off. If the employee and supervisor cannot agree on the scheduling, the supervisor shall have the discretion to schedule the compensatory time off.

6. **Article XXIV, Leave for Association Activity**:
   a. Section A: Increase leave of absence with pay for delegates of the Association to attend Association activities from 175 to 195 days in the final two years of this Agreement (July 1, 2021-June 30, 2022 and July 1, 2022-June 30, 2023).
   b. Section B: Add the following to the end of Section C(2):

      Effective July 1, 2021, for the quarterly Employee Relations Meeting or Joint Safety and Health Committee Meetings that occur at the departmental level, to the extent they are required by the department, up to two Association representatives may attend these meetings without being required to utilize days of leave of Association activity provided in Paragraph A above.
   c. Section C: Revise first sentence of subsection 4 as follows:

      The State agrees that during working hours, on its premises and without loss of pay, Association Representatives properly designated by the Union President shall be allowed to...

7. **Article XXXIV, Health Insurance and Fringe Benefits**, Delete current Article and Replace with revised Article XXXIV as set forth in Attachment 3.

8. **Article XXXV, Uniform Allowance**: Delete current Article and Replace with revised Article XXXV as set forth in Attachment 4.
9. **Tentative Agreements:** The parties have reached tentative agreements on the following subjects, all of which shall be deemed part of this MOA, and copies of which are attached hereto:
   a. Article IV, Non-Discrimination
   b. Article V, Section A, No Strike Clause
   c. Article VI, Dues Deduction
   d. Article VII, Association Rights
   e. Article VIII, Access to Personnel Folders and Evaluations
   f. Article X, Section H, Arbitration
   g. Article XIV, Section B, Vacation Schedule
   h. Article XXIII, Leave of Absence Without Pay
   i. Article XXIV, Section F, Leave for Association Activity
   j. Article XLIII, Section A, Successor Agreement
   k. Side Letter of Agreement #4, Reciprocal Procedure

10. **Ratification by Union:** This Memorandum of Agreement is subject to ratification by the employee members of the Association and shall not be effective absent ratification. Until such ratification, the terms and conditions of employment of members of this unit shall be governed by the prior collective negotiations agreement.

11. **Recommendation:** The NJLESA Executive Board agrees that it will recommend ratification in accordance with the terms specified herein to its members of the Bargaining Unit.

12. **Preparation of Agreement:** The State of New Jersey, upon ratification, will commence the process of preparing a successor collective negotiations agreement setting forth the terms and conditions of employment for the applicable term.

13. **Complete Agreement:** This Memorandum of Agreement represents the entire understanding of the parties. Any proposal or counter-proposal, whether written or oral, not contained herein is deemed waived and withdrawn.

14. **Binding Agreement:** The State of New Jersey, through the Governor’s Office of Employee Relations, represents that the foregoing has been approved by the State of New Jersey and that upon ratification, the parties will have entered into a binding collective negotiations agreement for the term set forth herein.

15. **Separation and Severability:** If any provision of this agreement is deemed unenforceable as a matter of law, the parties agree that the remainder of the agreement shall be deemed binding and enforceable. With respect to any provision deemed unenforceable, the parties will continue negotiations to bring said provision in compliance with applicable law.
This Memorandum of Agreement is hereby executed this 29th day of September 2021, by duly authorized representatives of the State of New Jersey and the Association.

For the State:  
Kristina Chubenko  
Director, Governor's Office  
Office of Employee Relations

For the Association:  
William Lanzo  
President, NJLESA
ATTACHMENT 1

ARTICLE XIII. SECTION B. COMPENSATION ADJUSTMENT

Revise Section B as follows:

B. Compensation Adjustment

It is agreed that during the term of this Agreement for the period July 1, 2019 - June 30, 2023, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

Effective for retroactive to the first full pay period after July-October 1, 2019, there shall be a two percent (2.00%) increase applied to all steps of the salary guides for unit employees in effect as of June 30, 2019. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment.

Effective retroactive to the first full pay period after July 1, 2021, there shall be a two percent (2.00%) increase applied to all steps of the salary guides for unit employees in effect as of June 30, 2021. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for all steps of each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment.

Effective the first full pay period after December 1, 2021, there shall be a two percent (2.00%) increase applied to all steps of the salary guides for unit employees in effect as of November 30, 2021. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for all steps of each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment.

Effective the first full pay period after July 1, 2022, there shall be a two percent (2.00%) increase applied to all steps of the salary guides for unit employees in effect as of June 30, 2022. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for all steps of each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment.
2. **Salary Increments**: Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Agreement as follows:

a. Where the normal increment has been denied due to an unsatisfactory performance rating, and if subsequent performance of the employee is determined by the supervisor to have improved to the point which then warrants granting a merit increment, such increment may be granted effective on any of the three (3) quarterly action dates which follow the anniversary date of the employee, and subsequent to the improved performance and rating which justifies such action. The normal anniversary date of such employee shall not be affected by this action.

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.

c. 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.

d. Increments for those not at top step shall continue to be provided on their anniversary dates to eligible employees in accordance with the within the policies of the State Compensation Plan after expiration of the Agreement.

3. **Salary Upon Promotion**: Effective as soon as practicable following the issuance of the Interest Arbitration Award, the effective date of this Agreement, any employee who is promoted to any job title represented by NJLESA shall receive a salary increase in accordance with N.J.A.C. 4A:3-4.9. The parties recognize that this will create an inequity for employees that were promoted prior to ratification, but nevertheless, the parties agree that only those promoted following ratification shall receive salary increases in accordance with N.J.A.C. 4A:3-4.9 by receiving the amount necessary to place them on the appropriate salary guide (Employee Relations Group “E” or “K”) on the lowest step that provides them with an increase in salary from the salary that they were receiving at the time of the promotion. Notwithstanding any regulation or authority to the contrary, no employee shall receive any salary increase greater than the increase provided for above, upon promotion to any job title represented by NJLESA. By way of illustration, a Senior Corrections Officer (“SCO”) is currently in Employee Relations Group “2”, Range 18. If such SCO is at Step 9 as of the date of the higher promotion and therefore earning a salary of $78,444.67 as shown on the salary guide effective 07/12/2014, such employee, upon promotion to Corrections Sergeant (Employee Relations Group “2”, Range 21) would move to Step 6 at $80,241.10 as this is the lowest salary on the Group “2”, Range 21 salary scale effective 07/12/2014 that is above the promoted employee’s salary as of the date of promotion. (It is understood that the foregoing example is for illustration purposes only and is based upon the salary guide effective as of 07/12/2014 and that the salary at each step of the guide is subject to change as per the across the board salary increases that are set forth in this Agreement.)

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ATTACHMENT 2

ARTICLE XI-DISCIPLINE

Section D. Where an appointing authority or his designee imposes discipline pursuant to paragraph C, written notice of such discipline shall be given to the employee. Notice to the Union shall not constitute service of disciplinary charges. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. Suspensions will not be implemented before the expiration of a period of seventy-two (72) hours from the beginning of the work shift during which the notice of suspension was given except in cases where, in the judgment of management, the suspension is directed at an immediate need to maintain safety, order or effective direction of work assignments.
ATTACHMENT 3

ARTICLE XXXIV – HEALTH INSURANCE AND FRINGE BENEFITS

Fringe Benefits

A. State Health Benefits Program

As with any provisions of this Agreement that reflect statutory or regulatory mandates, the provisions of paragraphs (A)(B)(C) and (G) of this Article, are for informational purposes only and provide an explanation which is subject to change due to legislative action.

1. The State Health Benefits Program is applicable to employees covered by this Contract. It is agreed that, as part of that program, the State shall continue the Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78. 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 participants’ costs for all plans in the program and has the sole discretion to determine the plan offering and coverage levels under the program.

2. Effective July 1, 2003, the Traditional Plan shall be closed as to all current and future members of this bargaining unit, including unit members retiring after said date. The Traditional Plan and the NJ Plus POS Plan have been abolished. Effective immediately, no new hires shall be enrolled in the Traditional Plan.

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.

4. As soon as practical after ratification, the new NJ Direct plan (available to employees hired prior to July 1, 2019) and NJ Direct 2019 plan (available employees hired on or after July 1, 2019) will be the only PPO Plan available to active negotiations unit members.
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 the health care benefits coverage for the employee and any dependent provided under NJ Direct and NJ Direct 2019 through the State Health Benefits Program in an amount that is a percent of salary to the cost of the premium.

- Active members participating in an HMO plan or High Deductible Plan (HDHP) will contribute a percentage of premium.

- Active members participating in a Tiered Network plan shall contribute at a rate that is equal to 75% of the new PPO plan contribution rate.

- The contribution rates for available plans may be found on the Division of Pension and Benefits website.

2. Effective for benefits plan year starting January 1, 2021, the employee contribution amounts are subject to the agreed upon opener provisions as set forth in Appendix IV. The parties recognize that any agreements by the parties reached during the opener discussions regarding plan design are subject to the approval of an implementation by the Plan Design Committee.

3. The amount payable by any employee, pursuant to N.J.S.A. 52:14-17.28(c)(2) (added by L. 2010, c.2) shall not under any circumstance be less than the 1.5 percent of the base salary. No employee shall contribute more than the employee would have contributed under section 39 of P.L. 2011 c.78 (C. 52:14-17.28c)

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

5. 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.

6. 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.

7. Eligible negotiations unit employees and their spouses who complete the NJ Well Program shall each receive a $250 incentive payment.
C. Dental Care Program

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78. Through December 31, 2011, active eligible employees are able to participate in the Dental Care Program as described in the parties’ July 1, 2007 – June 30, 2011 collective negotiations agreement. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has 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 offering 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 bi-weekly salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child or family coverage.

3. Each employee shall be provided with a brochure describing the details of the Program, 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.

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

D. Eye Care Program

1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a $40 payment for prescription eyeglasses with regular lenses and a $45 payment for such glasses with bifocal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2021 and only one payment during the two (2) year period commencing July 1, 2021. 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. Eligible dependents of full-time employees shall be eligible for a maximum payment of $35 or the non-reimbursed cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2021 and only one payment during the two (2) year period commencing July 1, 2021.

3. Proper affidavits or forms and submissions of receipts are required of the member in order to receive payment.
E. Insurance Savings Program

Subject to any condition imposed by the insurer, all employees shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis. The policy costs are to be borne entirely by the employee selecting insurance coverage provided in the program. The State will provide a payroll deduction procedure whereby authorized monies may be withheld from the earned salary of such employees and remitted to the insurance company. The insurance company will provide information concerning risk covered, service offered, and all other aspects of the program to each interests employee.

F. Health Insurance For Retirees

Those employees who have 20 or more years of creditable service on the effective date of P.L. 2011, c. 78 who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011 will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required under law. In accordance with P.L. 2011, c. 78 the Retiree Wellness Program no longer applies.

Upon retirement, an active employee who is not Medicare eligible and who retires with 25 years of pensionable service after the enrollment date established in accordance with Section A4 of this Article shall be offered the option to enroll in the NJ Direct/NJ Direct 2019 plan at the time of retirement.

a. Current retirees and active employees who have accrued 25 years of pensionable service prior to the enrollment date established in accordance with Section A4 of this Article shall be offered the same plans in retirement as available at the time s/he acquired 25 years of pensionable service, as required by law and shall also be offered the option to enroll in the NJ Direct/NJ Direct 19 PPO plan based on the contribution rate required at the time s/he reached 25 years of service.

b. If an employee acquires 25 years of pensionable service after the enrollment date established in accordance with Section A4 of this Article, that employee shall contribute to the cost of health benefits in retirement based on the contribution rates of active employees, as established by this agreement, at the time of the retirement. Such employee shall have access to the plans available at the time s/he acquired 25 years of pensionable service.

The provisions of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article XI.
APPENDIX - Health Care Reopener

1. The actual premium cost for the new PPO plans, inclusive of medical and prescription costs, will be tracked each plan year following the plan's initial offering in plan year 2019.

2. In addition, the new PPO premium cost increases will be monitored and compared to the national, regional and state trending of healthcare costs.

3. Calculations:
   a. If the projected blended premium for the new PPO in a plan year exceeds the "Baseline Premium", the Union and the State shall enter into negotiations to lower the premium and/or reduce the rate of premium increases. Such negotiations will commence upon receipt of the SHBP actuary's rate renewal recommendation premium for the upcoming plan year, in or about the preceding July.
   b. The Union and the State shall also calculate the "Adjusted Premium Increase" ("API"). The API shall be calculated by (a) subtracting the aggregate percent of across-the-board salary increases received by represented State employees covered by this contract, not compounded, from (b) the percent by which the 2019 PPO premium exceeds the Preliminary Baseline Premium.
   c. Commencing in Plan Year 2019, the preliminary baseline premium rates shall be the following blended premiums – Single coverage - $9570; Parent/Child coverage - $19,140; Employee/Spouse - $17,800; and Family $27,370 – plus 3% ("Preliminary Baseline Premium").

Plan Year 2021:

a. If the projected blended premium for the new PPO plans in plan year 2021 exceeds the Preliminary Baseline Premium from plan year 2019, the Union and the State shall enter into negotiations to address such premium increases.

b. The API for Plan Year 2021 shall be calculated by (a) subtracting the aggregate percent of across-the-board salary increases received by represented State employees covered by this contract, between July 1, 2019 and December 31, 2020, not compounded, from (b) the percent by which the new PPO premium exceeds the Preliminary Baseline Premium. For example, if the 2021 PPO premium is 8% more than the Preliminary Baseline Premium and if employees have received an aggregate of 6%, non-compounded, across-the-board salary increases since July 1, 2019, the API is 2%.

c. If the Union and the State cannot agree upon plan design changes or other cost-saving measures that would reduce the API to at least a 0% increase over the Preliminary Baseline Premium by the September 1 preceding the start of the 2021 plan year, then an
Escalator shall be applied to employee contribution rates. The Escalator to be applied to employee contribution rates shall be the percentage by which the API exceeds the Preliminary Baseline Premium. For example, if the API is 2%, then the Escalator is also 2%, which is applied to the employee’s contribution rate. If an employee’s contribution rate is 5% of base salary, then by applying the Escalator, the contribution rate will increase to 5.1% of base salary. Any increase in employee contributions will be effective the first pay period of the 2021 plan year.

d. If the 2021 premium is below the Preliminary Baseline Premium by 6% or more, the Union and the State shall discuss options to share the savings in reduced costs or to improve the quality of the new PPO plans through design changes or other measures. If the Union and the State do not agree to either reduce costs or improve the quality of the new PPO plans or agree upon a reduction in the employee contribution rates by September 1 preceding the start of the plan year then contribution rates shall be reduced by the application of a De-escalator. The De-escalator shall be the amount of the decrease in the new PPO 2020 premium below 6% of the Preliminary Baseline Premium. For example, if the 2021 premium is 6.5% below the Preliminary Baseline Premium, employee contribution rates shall be reduced by 0.5%. If an employee’s contribution rate is 5% of base salary, then by applying the De-escalator the employee’s new contribution rate shall be 4.975%. Any decrease in employee contributions will be effective the first pay period of the 2021 plan year.

**Plan Year 2022**

a. The Baseline Premium for 2022 plan year shall be the baseline premium is the PPO Plan’s premium cost in plan year 2021 plus 1%.

b. If the projected blended premium for the PPO in plan year 2022 exceeds the new Baseline Premium, the Union and the State shall enter into negotiations to address such premium increases.

c. The API shall be calculated by (a) subtracting the aggregate percent of across-the-board salary increases received by represented State employees covered by this contract, between July 1, 2021 and December 31, 2021, not compounded, from (b) the percent by which the PPO premium exceeds the 2022 Baseline Premium.

d. If the Union and the State cannot agree upon plan design changes or other cost-saving measures that would reduce the API to at least a 0% increase over the Preliminary Baseline Premium by the September 1 preceding the start of the 2022 plan year, then an Escalator shall be applied to employee contribution rates. The Escalator to be applied to employee contribution rates shall be the percentage by which the API exceeds the Preliminary Baseline Premium. Any increase in employee contributions will be effective the first pay period of the 2022 plan year.

e. Each subsequent plan year’s PPO Plan’s premium cost will be compared with previous year’s PPO Plan’s premium cost which will become the new Baseline Premium. The
same process and methodology shall be used to review, and if necessary adjust, employee contributions rates, every year thereafter.
ATTACHMENT 4

ARTICLE XXXV - UNIFORM ALLOWANCE

The State agrees to continue its practice of making initial issue of uniforms to all new employees. It is understood that employees who are promoted to any of the titles in this unit and who had been issued a uniform at another rank which is still the appropriate uniform, are not considered as "new" employees in the context of this Article and they will be issued only new insignia and/or badge as required by the appointing authority.

Non-Corrections Sergeants: For all employees in the bargaining unit outside of the Department of Corrections ("Non-Corrections Sergeants"), the State agrees to a uniform maintenance allowance for the affected employees as follows:

- Between January 1, 2019 and December 31, 2019, each employee shall receive $1,535 in January 2020.
- Between January 1, 2020 and December 31, 2020, each employee shall receive $1,535.00 in January 2021.
- Between January 1, 2021 and December 31, 2021, each employee shall receive $1,700.00 in January 2022.
- Between January 1, 2022 and December 30, 2022 each employee shall receive $1,840.00 in January 2023.

Corrections Police Sergeants: Correctional Police Sergeant will be granted, in lieu of any uniform allowances other than the initial issues, the following payments:

- $917.50 in July 2019;
- $1,100.00 in January 2020;
- $1,100.00 in July 2020;
- $1,100.00 in January 2021;
- $1,100.00 in July 2021;
- $1,100.00 in January 2022;
- $1,100.00 in July 2022; and
- $1,100.00 in January 2023.

Effective for the Uniform Allowance payable in January 2022 and each January thereafter, employees who did not report to work for more than six full pay periods during the
first thirteen pay periods of the Fiscal Year shall not receive a Uniform Allowance payment in January. Effective for the Uniform Allowance payable in July 2021 and each July thereafter, employees who did not report to work for more than six full pay periods during the second thirteen pay periods of the Fiscal Year shall not receive a Uniform Allowance payment in July. Notwithstanding the foregoing, for any full pay period during which an employee was unable to report to work due to: (a) having tested positive for COVID-19, (b) due to the need to quarantine because of having close contact with someone that tested positive for COVID-19, or (c) being on a leave of absence while receiving Workers Compensation benefits due to a work-related injury or illness, said time away from work shall not count against the employee for purposes of determining eligibility for the Uniform Allowance set forth above. Instead, the employee will be deemed to have reported to work during that pay period.

The State shall make retroactive payments to those eligible for the uniform allowance payable for July 2019, January 2020, July 2020, and January 2021 in accordance with N.J.A.C. 4A:3-4.20. The remaining uniform allowance payments for July 2021, January 2022, July 2022, and January 2023 shall be made during the timeframes indicated.

It is understood that the above payments are to be used for items of uniform or their maintenance and that all employees in the unit are expected to meet prescribed standards and regulations concerning individual items of uniform which are required and the reasonable standards of maintenance of such uniforms.

All employees are expected to meet the prescribed standards and regulations concerning individual items of uniform which are required and the reasonable standards of maintenance of such uniforms.
ARTICLE IV

NON-DISCRIMINATION

Revise Article IV to state:

The provisions of this Agreement shall be applied equally to all employees. The Association and the State agree that 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, mental or physical disability, including perceived disability and AIDS and HIV status, domestic partnership, political affiliation, Association membership, lawful membership activities or activities provided in this agreement, pregnancy or breastfeeding, gender identity or expression, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer.
ARTICLE V, SECTION A

NO STRIKE CLAUSE

Revise subsection 1 to state as follows:

During the term of this Agreement, or any extension thereof, the parties agree that neither the Association, nor any employee represented by it, shall will engage in or support any strike, work stoppage, slowdown, sit-down, sit-in, cessation—interruption of work, sympathy strike, boycott, picketing, hand billing, bannering, the display of an inflatable rat or similar symbol, or other interference with the operations of the Employer or any job action.
05-30-19 State Revised Counterproposal to Proposal #2

ARTICLE VI

DUES DEDUCTION

Section A: Membership Dues

Paragraph 5: Add new Paragraph 5 stating as follows:

Within 10 calendar days from the date of hire of negotiations unit employees, the Employer shall provide the following contact information to the Association in a digital format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, and work email address and any personal email address on file with the Employer. Every 120 calendar days beginning on January 1, 2019, the Employer shall provide the Association the same information for all unit employees in a digital format agreed to by the Union.

Paragraph 6: Add new Paragraph 6 stating as follows:

Notice of Dues and Fees: Prior to the beginning of each agreement year, the Association will notify the State in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that agreement year.

Paragraph 7: Add new paragraph 7 stating:

Indemnification: The Association hereby agrees that it will indemnify and hold the State harmless from any claims, actions, or proceedings brought by
any employee in the negotiations unit, which arises from deductions made by the State in accordance with this provision.

Paragraph 8: Add paragraph 8 stating:

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

Paragraph 9: Add new paragraph 9 stating:

Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the employee organization of an employee’s revocation of such authorization.

Paragraph 10: Add new paragraph 10 stating:

If, after the State receives a proper notice from an employee revoking dues authorization, the State mistakenly deducts union dues from the employee and transmits dues to the Association, the Association shall be solely responsible for returning to the employee the dues it received.

Paragraph B: Delete in its entirety
ARTICLE VII

ASSOCIATION RIGHTS

Section A: Add subsection 5 stating:

The State will provide a thirty (30) minute period during a new employee's training period to allow the local Association representative to meet and explain the Association's responsibilities, without charge to the pay or leave time of the new employee. This thirty (30) minute period may be provided during the new employee's orientation period or, if the State does not conduct new employee orientations at individual or group meetings.

Subsection B: Replace "Six Association Executive Board Members" with "Seven (7) Association Executive Board Members".

Subsection D: Add subsection 8:

The State authorizes the Association the right to use the public employer email systems to communicate with their members regarding negotiations and administration of collective negotiations agreements, grievances and other workplace-related complaints and issues, and internal organization matters.

1. No email permitted by this Agreement shall contain material or content constituting campaign material or political solicitation (see N.J.A.C. 4A:10-1.2).

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2. The content of emails permitted by this Agreement shall conform to the terms of this Article, and with all applicable laws and regulations, and with existing work rules and policies, including as contained in this Agreement, such as anti-harassment and anti-discrimination policies presently maintained by the State. Specifically, no e-mail permitted by this Agreement shall contain material or content that is profane, obscene, or defamatory of the State, its representatives and employees.

3. Use of the email system shall not impair the operation of the State email system. Attachments to emails are limited to clip art, text documents, PDF files, and HTML links to the Association's websites. The total size of all attachments to any single email may not exceed one megabyte. All emails shall be from an e-mail address that identifies the responsible sender and not a common or shared address. The Association recognizes that such emails are not confidential and the State does not waive its rights to review them.

4. Use of the State's email system by union employees shall be during non-work time and shall be consistent with their rights under this Agreement, including the right of stewards to investigate grievances, represent employees in various proceedings and participate in workplace meetings.

5. The Association agrees that the State shall not be responsible for the Association's use of the State's email system.

6. [Deleted: The Association shall indemnify and hold the State harmless against any claims, suits, grievances, or other liabilities arising from the Union's use of the State's email system as provided by this Agreement.]

7. [Deleted: 16654887v1 (23492-010)]

8. [Deleted: 1472493v1 (23492-010)]
04-08-19 State Counterproposal to Proposal #4

ARTICLE VIII

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

Section A: Change “working days” to “calendar days.”
ARTICLE X, SECTION H

ARBITRATION

Add the following sentences to the end of Paragraph 1 of Step 3:

No arbitrator shall have any authority or jurisdiction to rule upon the merits of a grievance that was not initially timely filed in accordance with this Section. Moreover, if either the Union’s appeal to Step Two or the request for arbitration at Step Three is not timely filed in accordance with this Section, then the decision made at the prior step shall be deemed final and binding and shall not thereafter be deemed subject to arbitration. Where the State asserts that the grievance was either: (i) not initially timely filed, (ii) not timely appealed at Step Two, or (iii) not timely submitted to arbitration at Step Three, the Arbitrator shall first decide the timeliness issue(s) before making any ruling on the merits. No arbitrator shall have any authority or jurisdiction whatsoever over the merits of any grievance that was not initially timely filed, or where a Step Two appeal or submission to arbitration at Step Three was not timely filed. If the State asserts a timeliness argument to the Arbitrator, then only after a finding that the grievance was timely filed, appealed, and submitted to arbitration does the Arbitrator have any authority or jurisdiction to rule upon the merits of the grievance. The foregoing language is not intended to either require or preclude an Arbitrator from bifurcating the procedural issue from the issue on the merits.
ARTICLE XIV, SECTION B

VACATION SCHEDULE

Sub-Section 2: Add new paragraph (i) stating:

Single vacation days may be granted if requested no less than 24 hours in advance, except where the request cannot be accommodated based on operational circumstances.
ARTICLE XXIII

LEAVE OF ABSENCE WITHOUT PAY

Section A: Revise to State:

A permanent employee, upon written application setting forth the reason, may be granted a leave of absence without pay in accordance with N.J.A.C. 4A:6-1.10 for up to a maximum total of one (1) year (either consecutive or intermittent) for all leave that is related to the reasons set forth in the written application. In exceptional circumstances, an employee that has utilized the maximum amount of leave set forth above may request additional leave, which may be granted where it is in the public interest.
ARTICLE XXIV, SECTION F

LEAVE FOR ASSOCIATION ACTIVITY

Revise Section F to reflect Fiscal Years 2019 through 2023.
04-08-19 State Offer

ARTICLE XLIII, SECTION A

SUCCESSOR AGREEMENT

Change date that successor Agreement will become effective to July 1, 2023.
05-09-19 State Counterproposal to Proposal #20

SIDE LETTER OF AGREEMENT #4

RECIPROCAL PROCEDURE

Create Side Letter of Agreement #4 stating

The Parties acknowledge that the Department of Corrections will extend Internal Management Procedure CUS.001.RDR.01, titled Reciprocal/Double Reciprocal Procedure, for an additional year, so that it will remain effective from June 15, 2019 through June 14, 2020.