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REPRESENTING OPERATIONS, MAINTENANCE AND SERVICES AND CRAFTS UNITS

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AND

A .32, A A A A A A A A  
REPRESENTING INSPECTION AND SECURITY UNIT

1, 2019 - NY 30, 2023





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**RTGCODNG**

This Contract is made between the State of New Jersey and Local No. 195,  
the International Federation of Professional and Technical Engineers of

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i. The names and job titles of all designated Temporary Employment Services (TES) employees and the number of hours per week worked from January 1, 2019 through the date the list is provided.

ii. To the extent possible, the names and job titles of all part-time employees performing unit work, but who were excluded from of 1, \$



e. All other employees of

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**C0** 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.

**D0** 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.

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**C0** 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

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The fee deduction referred to above



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1. A grievance must be filed initially within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or thirty (30) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this process 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 Local 32 BJ, SEIU MVI Div. 356 New Brunswick Ave Fords NJ 08863, within the following time limits or within fifteen (15) 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.1. above except that payroll errors shall be corrected to date of error.

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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 from management provided a copy

The day



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)

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.

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."

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1. 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

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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.

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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 initiate 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.I. 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 m. thi a ml



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 withi

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7. A claim of improper and unjust discipline and/or disciplinary procedures against an employee shall be





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.

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1. 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

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.

In the event the parties are unable to agree upon a

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. a p Â

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 to no is presumption required the employee

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. The parties agree that discipline charges should be timely filed, and investigations shall not be unreasonably delayed. An employee shall not be disciplined for acts which occurred more than one year before the date on which the preliminary notice of disciplinary action is filed except if 1) the acts that are the subject of discipline would constitute a crime; 2) involve alleged violations of the New Jersey Policy Prohibiting Discrimination in the Workplace ("State Policy"); or 3) the person filing the preliminary notice of disciplinary action did not have sufficient information to file the notice prior to one year from the date of occurrence. 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 provide r \_

synonymous in meaning and equal in scope to the usage of this term in New Jersey Court Rule 4:18-1(a).

10. In accordance with N.J.A.C. ~~scope~~ s ~~scope~~ 4A in wi ~~Bar~~

such seniority as long as such permanent status is maintained, subject to any break in service.

2. Except as provided in B.1. above, provisional and probationary employees (serving working test period) shall be without seniority. The absence of seniority shall not be construed to diminish the assignability of any employees to overtime or emergency work.

**E0** This Article shall not apply to employees in the unclassified service.

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**C0** The work week for each job classification within the unit shall be consistent with its designation in the State Compensation Plan.

**D0** 1. 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.

**E0** 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 givenpt





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 ~~ti~~ ~~the~~ ~~withd~~ ~~of~~ ~~the~~ ~~State~~ ~~shall~~

F0 1. 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 assignments shall be based on the

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, food, 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.

**D0** 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

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.

**G0** 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.

**H0** An emergency overtime assignment is subject to all appropriate rules and regulations of the State and the Department.

**I0** 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.

**J0** 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.

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

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

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It is agreed that during the term of this Contract, 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. 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. Across-the-Board Increases to Base Salary

a. Effective the first full pay period after October 1, 2019 the base salaries of all Union negotiations unit members shall be increased by 2%. Full time employees on the active payroll who earn less than \$41,400 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 \$41,400. This bonus shall be paid on or about October 31, 2019. Example: employee with a base salary of \$30,000 as of the first full pay period after October 1, 2019 receives a two (2%) percent across-the-board increase (\$600.00) to base salary. Employee receives a \$228.00 bonus. (2% of \$41,400. = \$828. - \$600. = \$228.00).

b. Effective the first full pay period after July 1, 2020 and July 1, 2021, the base salaries of all Union negotiations unit members shall be first increased by 2%. Full time employees on the active payroll who earn less than \$41,400 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 \$41,400. This bonus shall be paid on or about July 31, 2020 and July 31, 2021. Example: employee with a base salary of \$30,000 as of the first full pay period after July 1, 2020 receives two (2%) percent across-the-board increase (\$600.00) to base salary. Employee receives a \$228.00 bonus. (2% of \$41,400. = \$828. - \$600. = \$.228.00).

c. Effective the first full pay period after April 1, 2022, the base salaries of all Union negotiations unit members shall be first increased by 2%. Full time employees on the active payroll who earn less than \$41,400 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 \$41,400. This bonus shall be paid on or about April 30, 2022. Example: employee with a base salary of \$30,000 as of the first full pay period after April 1, 2022 receives a two (2%) percent across-the-board increase (\$600.00) to base salary. Employee receives a \$228.00 bonus. (2% of \$41,400. = \$828.-\$600. = \$228.00).

d. All salaryt

salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

4. Increments

a. Normal increments shall be paid to all employees eligible for such increments on their anniversary dates and increments shall continue to be paid to eligible employees on their anniversary dates after the expiration of this Agreement.

b. Off-Base Payments to Employees at Step 10

i. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the 9th step provided 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 provided their performance warrants this salary adjustment.

ii. All employees, who have completed at least 24 months of service, but less than 36 months on step 10, in title/range, on or before October 1, 2021, and who are in that title/range on October 1, 2021, shall receive an off-base bonus payment in the amount of \$750.

iii. All employees, who have completed at least 36 months of service on step 10, in title/range, on or before October 1, 2021, and who are in that title/range on October 1, 2021, shall receive the off-base payment set forth in b ii above and an additional \$250.

iv. All employees, who have completed at least 24 months of service on step 10, in title/range, on or before October 1, 2022, and who are in that title/range on October 1, 2022, shall receive an off-base bonus payment in the amount of \$750.

5. Clothing Maintenance Allowance

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 \$75,000 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 \$75,000 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 \$75,000 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

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raises as set forth in Article 15 of this Agreement.

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 e = this



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 if th by admi na if e

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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.

**D0** 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

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.

F0 Su t r e p a and an

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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 Rules



State Health Benefits Program in an amount that is a percent of salary. Contribution rates for the available plan may be found on the official website of the State of New Jersey, Department of Treasury, Division of Pensions and Benefits. The homepage is available at <https://www.state.nj.us/treasury/pensions> (“Department website”).

Effective November 1, 2019, or as soon thereafter as practicable, members participating in an HMO plan or HDHP will contribute a percentage of premium consistent with the rates set forth on the Department website.

2. Effective November 1, 2019, or as soon thereafter as practicable, members participating in a Tiered Network plan shall contribute at a rate that is equal to 75% of the new PPO plan contributions rates consistent with the rates set forth on the Department website.

3. Effective July 1, 2021, the employee contribution amounts are subject to the agreed-upon reopener provisions set forth in Appendix 4. The parties recognize that any agreements by the parties reached during the reopener discussions required by this Agreement are subject to the approval of and implementation by the PDC.

4. 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).

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

6. 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.

7. 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.

8. 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.

9. 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.

**E) 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 Design Committee, in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each year thereafter). Through June 30, 2023, 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 the sole discretion to

all plans in the program

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.

**D0** The State agrees to provide adequate and regularly maintained sanitary facilities for employee use.

**E0** 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.

**F0** 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.

**G0** 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.

**H0** 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.

**I0** 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.

**J0** Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the nature of the employee's work.

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**C0** 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 (1) year by the appointing authority with the approval of the Civil Service Commission. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Civil Service Commission, where it is in the public interest.

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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 ~~will employ~~ ~~return~~ in

granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

**G** 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.

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

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G0 For temporary

to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the

time but in no event less than



**J0** 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.

**K0** This Article does not apply to employees in the unclassified service.

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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.

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**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, 2019 to June 30, 2020, four hundred and sixty (460) days during the period July 1, 2020 to June 30, 2021, four hundred and sixty (460) days during the period of July 1, 2021 to June 30, 2022, and four hundred and sixty (460) days during the period of July 1, 2022 to June 30, 2023. 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, 2019 to June 30, 2020, one hundred and sixty-five (165) days during the period July 1, 2020 to June 30, 2021, one hundred and sixty-five (165) days during the period July 1, 2021 to June 30, 2022, and one hundred and sixty-five (165) days during the period July 1, 2022 to June 30, 2023. 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



3. The State will provide space in central locations and

and issues, and internal union matters involving the governance or business of the union.

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

ii. 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.

b. 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 Union'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 Union recognizes that such emails are not confidential, and the State does not waive its right to review them.

c. The Union 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.

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.

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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.

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1. The State and the Union recognize that officers of Local 32BJ and I95 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 agrb Local a thœ

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.

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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 new employee(s) attending the session are in titles covered by the Contract. In the event of low expected attendance, the parties may ~~theadvise~~ pl lownewtitles ma

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**H** 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.

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

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**C0** In the event it is necessary to lay off 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.

**D0** 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 tes



M0 The representative Union shall be notified of the State's intent to recall any employee.

N0 This Article does not apply to employees in the unclassified service.

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C0 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

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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.

**D" Rtqegfwtg<** 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.

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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 th

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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).

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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

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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

F0 The State and the Union will meet and discuss the continuation and potential expansion of apprenticeship programs.

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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.

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C0 1. 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

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The State and the Union acknowledge this to be their complete Contract, except as may be added hereto by particular reference in

- 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 provide

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 the ~~Attorney~~ <sup>2A</sup> = Requesting

parties agree to enter into collective negotiations concerning a successor Contract to become effective on or after July 1, 2023 subject to the provision above.

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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 27th day of September 2019.

FOR THE STATE OF NEW  
JERSEY:

For LOCAL 195, International  
Federation of Technical Engineers,

Operations, Maintenance and  
Services and Crafts Unit:

Kristina Chubenko  
[Signature]  
Rocky D Thomas  
Kenneth Heinz  
Allen de Luna

[Signature]  
Donald Worsome  
Diane Moore  
[Signature]  
[Signature]

For LOCAL 195, International Federal  
of Professional and Technical Engineers

AFL-CIO, Representing the Inspection  
and Security Unit

*[Handwritten signature]*  
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Duane Moore, Jr.

**PQVGU**





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C0 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

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the State Colleges and Universities will remain in place unless changes are negotiated on the local level.

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**C0** 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.

**D0** The Union may meet and discuss the status of unclassified titles they represent with the Governor's Office of Employee Relations.

**E0** It is further agreed that the Union may make recommendations to the Civil Service Commission as to the status of unclassified titles they represent.

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**C0** 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.

**D0** 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.





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.

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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.

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The Governor's Office of Employee Relations agrees it will indicate support for an evaluation once submitted to the Civil Service Commission.

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- a. 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.
- b. In addition, the new PPO premium cost increases will be monitored and compared to the national, regional and state trending of healthcare costs.
- c. Calculations:
  - i. If the projected blended premium for the new PPO in a plan year exceeds the "Baseline Premium", the Union and the State shall ~~share hit obligations to pay for the premium and to reduce the~~ **share hit obligations to pay for the premium and to reduce the** costs

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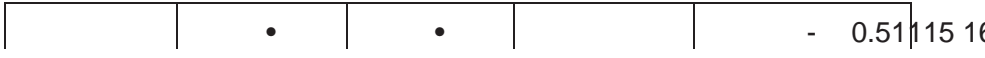
Baseline Premium. Any increase in employee contributions will be effective the first pay period of the **4244** plan year.

- v. 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.

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