

**PREAMBLE**

This Contract made between the State of New Jersey (hereinafter referred to as the "State") and Council No. 1, American Federation of State, County, and Municipal Employees, AFL-

basis as the parties identify appropriat



such quarterly meetings.



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properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or the damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours.

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

6. The Local Presidents may request a separate Union office at the work site for use as an office or for the storage of papers and files of the AFSCME Local.



representation, then to the designated Union representative.

6. The Union, through the Local President or the Council Representative or

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

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

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

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

#### **F. Procedure**

##### 1. Informal Discussion

Any member of the collective bargaining unit may orally present and discuss his complaint with his immediate supervisor on an informal and an individual basis. In the event that the complaint has not been satisfactorily resolved on an informal basis, then a grievance may be filed on the Grievance Form specified herein.

##### 2. Presentation Guidelines

a. All grievances shall be presented in writing to the designated representative of the party against whom it is made on "Grievance Forms" to be provided by the State. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken in handling and disposing of the grievance at each step of the grievance procedure. The form shall contain a general description of the facts of the grievance and references to the sections of the Contract, if any, which the grievant claims have been violated. A group grievance initiated by the Union may be presented on the above form, or where appropriate, in another format provided by the Union provided that the grievance is fully se(u)0q9s



modify the provisions of this Contract or laws of the State or any written policy of State or sub-division thereof consistent with this Contract or to determine any dispute involving the exercise of a management function which is within the authority of the State, as set forth in Article 2, Management Rights, and shall confine his decision solely to the interpretation and application of this Contract. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not relevant in reaching the determinations. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Contract. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Contract, provided such remedy is permitted by law and is consistent with the terms of this Contract. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Contract. Rules, regulations, formal policies or orders of the State shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator shall be divided equally between the parties. The parties may agree to make a verbatim record through a certified transcriber, with the attendance fee of the court reporter shared between the parties. Absent agreement, either party may request a verbatim record through a certified transcriber, with the attendance fee of the court reporter to be paid by the requesting party. In either case, each party will bear the cost of any transcript it orders. In the event the arbitrator requests a transcript, the cost of the transcript, including any attendance fee, shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring this cost, except as provided in J.

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

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

1. A grievance must be filed initially within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or thirty (30)



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

## **ARTICLE 8**

### **DISCIPLINE**

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

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



**G.**

cause.

**J.** Arbitrators in disciplinary matters shall confine themselves to advisory opinions of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be advisory only. In the event the arbitrator finds the employee guilty he may recommend the penalty imposed or suggest such penalty as appropriate to the circumstances, in accordance with this Contract; however, removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty he may suggest reinstatement with backpay for any or part of an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's recommendation provide reinstatement with backpay, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding thirty five (35) or forty (40) hours per week or seven (7) or eight (8) hours per day, as the case may be, less any deductions required by law, or other offsetting income for the back pay period specified by the arbitrator. The arbitrator's recommendation shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

In exception to these provisions, in a disciplinary arbitration concerning a penalty as set forth in paragraph N, the sole issue to be determined by the arbitrator shall be the guilt or innocence of the employee and he shall therefore sustain the penalty imposed or vacate it. It is agreed that this process is not to be utilized as a device to suggest more severe suspensions than would normally be imposed.

The fees and expenses of the arbitrator shall be divided equally between the parties. The parties shall pay the arbitrator's fee and expenses in advance of the arbitration proceedings.





determinations upholding disciplinary suspensions of one (1) through five (5) days  
excepting unclassified, p

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

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

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## ARTICLE 9

### SENIORITY

**A.** A newly appointed employee shall be considered probationary and without seniority.

**B.** Permanent employees shall, on the day worked immediately following the successful completion of the probationary period, be considered to have State seniority as of the date of employment. Such State seniority shall accumulate until there is a break in service. State seniority of an employee who is reinstated after a period of layoff shall be continued retroactively exclusive of the period of layoff.

**C.** An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job as of the date of employment or permanent promotion to that job. Job classification seniority shall accumulate until there is a break in service.

**D.** 1. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off.

2. Absence without leave for five (5) or more consecutive business days or failure to return from any leave of absence for five (5) or more consecutive business days shall be considered a resignation not in good standing.

**E.** In the case where an employee is promoted, but does not successfully complete the probationary period, he may return to his previous job classification. His job classification seniority and State seniority continue to accumulate during such period.

**F.** Provisional appointments will not be made except in the case of an emergency as provided in N.J.S.A. 11A:4-13b. Where an examination is required, such will be scheduled at the earliest possible time.

**G.** Every six (6) months

application of the seniority provisions under rule or law as they pertain to layoff and promotional matters.

## **ARTICLE 10 SALARY PROGRAM**

### **A. Salary Program-Administration**

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

1. A system of position classifications with appropriate position descriptions.
2. A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.
3. The authority, method and procedures to effect modification as such are required. However, within any classification, the annual salary rate of employees shall not be reduced as a result of the exercise of this authority. If the State makes major changes in the Compensation Plan or changes which have a negative effect on the earnings of employees, it is understood that the impact of these changes will be negotiated with the Union and such negotiations shall commence within thirty (30) days of the date upon which the Union requests negotiations of the matter.

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

It is agreed that during the term of this Contract, July 1, 2011 - June 30, 2015 the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

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

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





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

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

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

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

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

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

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

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

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

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

### **C. Pay Practices**

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



iii. Unsatisfactory.

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

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

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

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

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

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

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

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





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

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

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

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

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

## **ARTICLE 13**

### **LEAVES OF ABSENCE**

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

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

Administrative leave may be used for (a) emergencies, (b) observation of

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

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

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

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

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

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

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

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



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

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

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

5. The State agrees to provide leave of absence without pay for designees of the Union to attend Union activities approved by the State. A total of 900 days of such leave of absence without pay may be used during the first year of the agreement. Effective July 1, 2012, a total of 762 days of union leave may be used in the remaining years of the agreement. This additional leave of absence without pay is to be used under the same conditions and restrictions specified in connection with the leaves of absence with pay.

#### **D. Pregnancy - Disability Leave (Maternity Leave)**

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

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

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

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

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

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

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

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

leave may also be used for short periods because of death in employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill, or whose spouse is hospitalized due to pregnancy.

3. a. During the remainder of the calendar year (January 1 to December 31) in which a full-time employee is first appointed, he will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

b. In each full calendar year (January 1 to December 31) thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance on January first at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established State policy. Such leave not utilized shall be accumulated.

4. a. In all cases of illness, whether of short or long term, the employee is required to notify his supervisor of the reason for absence at the earliest possible time but in no event less than one (1) hour before his usual reporting time. In exception to the foregoing where an employee becomes ill or injured due to unforeseen circumstances less than one (1) hour prior to his/her usual reporting time, that employee may be granted sick leave subject to the provisions of this Article as long as he/she notifies his or her supervisor at the earliest possible opportunity. If special circumstances require any other notification time, management and the Union will work the problem out and establish the notification time. Failure to report absences in accordance with 4.a. or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

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

5. To the extent that the following is consistent with Merit System Regulations, the following shall apply:

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

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

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

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

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

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

6. Death in Family

If there is a death in the family, as defined in the State Sick Leave Program, and an employee has exhausted his sick leave balance, he shall be granted leave without pay or may charge leave against vacation or administrative leave or compensatory time balances for up to five (5) days upon his request to the appointing authority. In exceptional situations, the time may be extended at the discretion of the appointing authority. This does not preclude the use of any paid leave balances for death in the family when sick leave balances have not been exhausted.

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

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

date of retirement or as may be elected by the employee deferred for one (1) year.

**G. Special Leave**

1. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed and required by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

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

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

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

**H. Vacation Leave**

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

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

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

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

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

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

2. a. It is understood that the current program to schedule vacation time in effect at each institution or agency will be continued. Each program shall provide for each employee to submit vacation requests for the current calendar year between March 1 and March 15 of each year. Each employee shall be notified whether the request has been granted no later than April 15 of each year. However, requests for vacation to be taken prior to April 15 will be submitted on December 1 of the preceding year. An employee shall be given a response as soon as possible but no later than within three (3) weeks. Conflicts concerning choice of dates when scheduling vacations will be resolved within the work unit on the basis of State seniority. If the State intends to make changes it



Commission for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the International Union, the Local Union, or the AFL-CIO. Such leave may be r-, c -0 mappoi6( )-10(I)252 te 52e A14 Tw -5.3827-

his regular daily rate of pay;  
c. the commitme

advance notice, which will be at least five (5) days, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his work week. The use of a notification period of less than five (5) days shall not be abused. Work schedules that are used to indicate changes in days off, shift changes, etc., will be posted at the same location in the work unit where employees sign in and off the shift.

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

**E.** Generally, when an employee is called into work outside his regular shift, he will be provided a full work shift or the balance of the shift to which he is called. When an employee is called into work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of four (4) hours compensation whether or not the four (4) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

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

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

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

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

3. When an employee is unable to get to his assigned work because of weather conditions, his absence may be compensated if he has a sufficient compensatory time balance or, if none is available, a charge may be made against vacation balance or administrative leave balance if requested by the employee. Such excused absence will alternatively be without pay. Cases of inclement weather shall be handled in accordance with the State's inclement weather policy most recently promulgated on or about February 17, 2011. This provision shall not be argued by the State to constitute a waiver of the right to demand negotiations concerning any matter negotiable as a matter of law.

4. Employees late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of the appointing authority.

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







be scheduled with the immediate supervisor in keeping with the needs within the work unit.

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

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

## **ARTICLE 21**

### **TRANSFER**

An employee may submit a request for transfer through his personnel office to the personnel office of the institution or agency to which the employee desires to be transferred.

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

## **ARTICLE 22**

### **REASSIGNMENT AND SHIFT CHANGE**

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

**B.** An employee whose shift is changed shall be given maximum advance notice which normally will be at least seven (7) days, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his workweek. The use of a notification period of less than seven (7) days shall not be abused.

## **ARTICLE 23**

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

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

## **ARTICLE 24**

### **JOB POSTING**

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

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

**C.** The appointing authority will post prominently for seven (7) calendar days the

name of the individual selected under the above procedure for the promotion and reassignment.

## **ARTICLE 25**

### **PROMOTION**

Promotion qualifications and procedures for permanent career service employees are governed by the Civil Service Commission





## **ARTICLE 30**

### **SAFETY AND HEALTH**

#### **A. Local Safety Committee**

A safety committee shall function at each institution. The Union shall appoint three (3) members to the committee. This committee shall meet regularly as required to discuss safety and health problems or hazards and programs of accident prevention and safety information programs.

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

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

Employees will be instructed in the proper and safe operation of patient lifts or other devices that are used in the performance of their







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

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

information describing him, his picture, title, and affiliation with the Union.

## **ARTICLE 35**

### **CLAIMS ADJUSTMENT**

Where a loss or damage to personal property is sustained as a result of an action taken in the performance of the assigned duty of an employee, such loss will be adjusted. A claim for such loss must be filed within thirty (30) days of the time when the loss occurred. The claim must be filled out on the forms provided, including the requested adjustment, and submitted to the State for this action. The State shall provide the forms and any instructions which may be necessary for the completion or processing of the forms.

## **ARTICLE 36**

### **LIABILITY CLAIMS INDEMNIFICATION**

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

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

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

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

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

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

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

d. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he concludes th-2(he)-6( (be)4( )60 Tc C

**2. Indemnification**

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

b. If the Attorney General refuses to provide for the defense of a State employee, the employee shall be entitled to indemnification if he establishes that the act or omission upon which the claim or judgment was based occurred within the scope of his





**OUTSIDE WORK**

**ARTICLE 41**





## **ARTICLE 47**

### **NOTICES**

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

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

FOR THE STATE OF NEW JERSEY:

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

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FOR THE DEPARTMENTS:

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### **MEMORANDUM OF UNDERSTANDING 1**

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

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

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

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

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

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

e. The decision shall include:

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

(2) Discussion of testimony or evidence;

(3) Specific findings of fact;

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

and rules.

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

### **MEMORANDUM OF UNDERSTANDING 2**

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

### **MEMORANDUM OF UNDERSTANDING 3**

#### **COMPENSATORY TIME**

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

## MEMORANDUM OF UNDERSTANDING 4

### JOB SECURITY

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

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

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

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

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

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

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

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

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





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

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

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

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

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

**8.** The content of all e-

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

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

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

**11.**



PowerPoint presentations  
images  
photographs  
music files  
MIDI files  
Sound files  
multimedia files  
animation  
streaming video  
movie files  
HTML files  
Cursor files  
compressed files

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

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

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

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

3. By July 1 of each year, departments will determine which non-direct care employees at these



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

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

1. This leave shall be made available only to the Union's President, Local Union Officers and stewards;
2. Each of the individuals mentioned in number 1 above may use no more than three (3) days of such leave; and
3. The use of this special leave shall not be included within the twenty (20) day per person limit provided in the body of the contract.

**B.**



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

It is further agreed that, in such situations, the movement of the employees will be in accordance with the following procedure. Initially, the affected employees will be moved on their same shift, to other work units as determined by the State. If, after the initial move, it is the view

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

<b>Range</b>	<b>Title Code</b>	<b>Title</b>
11	62523	

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