AGREEMENT

State of New Jersey

AND

LOCAL UNION 30

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), AFL-CIO STATE GOVERNMENT MANAGERS' UNIT

July 1, 2023 – June 30, 2027

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	1
I	RECOGNITION AND REPRESENTATION	1
	A. Recognition of Union and Unit	1
	B. Management Rights	2
II	STATE-UNION RELATIONSHIP	2
	A. Appointment and Authority of Stewards	2
	B. Administration of Agreement	3
III	CIVIL SERVICE COMMISSION RULES	3
IV	ORGANIZATIONAL STAFFING AND PERFORMANCE ASSESSMENT REVIEW	3
	A. Supervisory Vacancies	3
	B. Classification Review	4
	C. Performance Assessment Review	4
	D. General Provisions	4
	E. PAR Performance Plans	4
	F. Evaluation Procedure	4
	G. Unsatisfactory Ratings	5
	H. Appeals of Performance Standards and Ratings	5
	I. Use of PAR Ratings	5
	J. Deputy Attorneys General 2 serving as Assistant Section Chiefs	5
V	GRIEVANCE PROCEDURE	6
	A. Purpose	6
	B. Definitions	6
	C. Grievance Steps and Time Frames	7
	D. Union Rights	9
	E. General Procedures	11
VI	DISCIPLINARY ACTIONS	13
	A.	13
	B.	13
	C.	13
	D.	13
	E. Time Limitations	13
	F. General Procedures	13
	G. Disciplinary Penalties	14
	H. Procedures for Disciplinary Appeals	14
	I. Unclassified and Provisional Discipline Procedures	14
	J. Discipline for Assistant Section Chiefs	15
	K. General Provisions	16
	L. Limitations on Suspensions and Fines	18
	M.	18
VII	WAGES AND COMPENSATION	19
VIII	UNION DUES AND NON-MEMBERS	20
	A. Dues Deduction	20
	B. State Held Harmless	21
	C. Legal Requirement	21

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
IX	WORKING CONDITIONS	21
	A. Outside Employment	21
	B. Flexible Work Week	21
	C. Access to Personnel File	21
	D. Transportation Allowance	22
	E. Hours and Compensation Time	23
X	PROMOTIONS AND JOB POSTINGS FOR CLASSIFIED MANAGERS	23
	A. Promotions	23
	B. Job Posting	24
XI	TRANSFER, REASSIGNMENT, AND OUT OF TITLE WORK	25
	A. Transfer	25
	B. Reassignment	26
	C. Special Requests	26
	D. Reassignment for Union Officers and Stewards	26
	E. Out-of-Title Work	27
XII	LEAVES OF ABSENCE	27
	A. Unpaid Leave	27
	B. Leaves of Absence Without Pay for Managers in Full-Time Union Positions	27
	C. Voluntary Furlough	28
	D. Administrative Leave	28
	E. Military Leave	29
	F. Jury Duty and Witness Leave	29
	G. Pregnancy Disability Leave	29
	H. Sick Leave	29
	I. Unused Leave at Retirement	30
	J. Special Time Off	30
XIII	LIABILITY CLAIMS INDEMNIFICATION	32
	A. Procedure for Requesting Legal Representation and Indemnification	32
XIV	SENIORITY	32
	A. Definitions	32
	B. Permanent managers (Career Service Employees)	32
	C. Provisional and Probationary Managers (Career Service Employees)	33
XV	HOLIDAYS	33
XVI	VACATIONS	34
	A. Vacation Leave – Career Service Program	34
	B. Vacation Leave – Unclassified Service	35
XVII	UNION RIGHTS AND REPRESENTATIVES	35
	A. Access to Premises	35
	B. Leave of Absence for Union Activity	36
	C. Bulletin Boards	36
	D. Union Representation Lists	37
	E. Orientation Sessions	38
XVIII	HEALTH AND SAFETY	38
XIX	HEALTH BENEFITS PROGRAM and PRESCRIPTION DRUG PROGRAM	39

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	A. State Health Benefits Program	39
	B. Contributions Towards Health and Prescription Benefits	39
	C. Dental Care Plan	40
	D. Eye Care Program	41
	E.	41
XX	HEALTH INSURANCE IN RETIREMENT	41
XXI	CONTINUED BENEFITS	42
XXII	MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT	42
XXIII	LAYOFFS AND RECALL	43
	A. Definitions	43
	B. Layoffs and Recall	43
XXIV	NO STRIKES, NO LOCKOUTS	43
XXV	COMPLETE AGREEMENT	43
XXVI	TERM OF AGREEMENT	44
XXVII	NEGOTIATIONS PROCEDURE	44
XXVIII	PRINTING OF AGREEMENT	44
	SIGNATURE PAGE	45
	SIDE LETTER 1 – COMPRESSION	46
APPENDIX 1	HEALTHCARE REOPENER	47
	SALARY SCHEDULES	49

PREAMBLE

This Agreement made between the State of New Jersey, hereinafter referred to as the "State" and the International Brotherhood of Electrical Workers (IBEW) Local 30 hereinafter referred to as the "Union" covering classified and unclassified Managers in the Managers Unit, in the "&" Employees Relations Group Titles, hereinafter referred to as "Managers", has as its purpose the improvement and promotion of harmonious Manager relations between the State and its Managers represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and determination of the wages, hours of work and other terms and conditions of employment.

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

ARTICLE I
RECOGNITION AND REPRESENTATION

A. Recognition of Union and Unit

1. The Union, having been certified by the State of New Jersey Public Employment Relations Commission (PERC), on December 8, 2010, under Case Docket No. RO-2010-068 is now the exclusive representative of all Managers listed below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to Manager Organization Membership.

i. Included: All Managers employed by the State of New Jersey with "&" Employee Relations Group titles and Deputy Attorneys General 2 serving as assistant section chiefs.

ii. Excluded: Managerial executives, confidential employees within the meaning of the Act; "M" employees who supervise other "M" or "&" employees within the meaning of the Act; non-professional employees, craft employees, police, casual employees; "M" employees in the Department of Law and Public Safety, Division of Criminal Justice; "M" employees in the Department of Law and Public Safety, Division of Gaming Enforcement; "M" employees of the Civil Service Commission; "M" employees in the office of the State Comptroller; unclassified "M" employees in the Department of Law and Public Safety, Juvenile Justice Commission, as set forth in N.J.S.A. 52:17B-170(e); employees who are Assistant Attorneys General in the Department of Law and Public Safety; "M" employees classified by the Civil Service Commission as Senior Executive Service; "M" employees designated within the New Jersey Law Enforcement Commanding Officers Association/Chiefs Sub Unit; employees with the title Supervisor Technical Services Taxation in the Treasury Department; employees with the title Assistant Superintendent in the Department of Corrections; employees with the title Deputy Director in the Office of Management and Budget, Treasury Department; employees with the title Supervisor 3 in the Office of Management and Budget, Treasury Department; employees with the title Manager 1, Information Processing, in the Office of Risk Management; Deputy Attorneys

General 2 on leave to serve the Office of the Governor; Deputy Attorneys General 2 assigned to the Department of Law and Public Safety, Division of Administration, Office of Equal Employment Opportunity; Deputy Attorneys General 2 assigned to the Department of Law and Public Safety, Division of Administration, Office of General Counsel; Deputy Attorneys General 2 assigned to the Office of Attorney General; employees in other bargaining units; and all other employees of the State of New Jersey.

2. The State by the Office of Employee Relations in the Governor's Office hereby recognizes the Union as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all Managers in the above-described unit. The State will not negotiate with any other organization in connection with terms and conditions of employment for the Managers in the unit covered by this Agreement.

3. When the State re-assigns duties or transfers a Manager to a section or position that causes him or her to be excluded from the Union, the State will advise the Union of the reassignment or transfer and provide the Union with the basis upon which it maintains that the Manager should be excluded. If the Union objects to the Manager's exclusion from the Union, OER and the Union will meet to review the basis for the exclusion. If after such review the Union continues to object, the Union may pursue its objection in an appropriate forum.

4. The State shall not discriminate against, coerce or penalize any Manager because such Manager exercises any right, benefit or privilege provided in this Agreement.

B. Management Rights

1. 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.

2. Except as specifically abridged, limited or modified by the terms of this Agreement between the State and the Union, all such rights, power, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of Managers are retained by the State.

ARTICLE II
STATE-UNION RELATIONSHIP

A. Appointment and Authority of Stewards

The Union shall be allowed to appoint a reasonable number of stewards. These individuals shall attempt to adjust disputes or differences referred to them by any of the Employees they have been designated to represent and to participate in the processing of grievances as provided in this Agreement. The Union shall provide the names of such individuals, in writing, to the Governor's Office of Employee Relations. Thereafter, the State shall be within its right to rely on the voluntary actions and commitments of such individuals as agents of the Union.

B. Administration of Agreement

1. A committee consisting of State and Union representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems, which may arise there from.

2. If a meeting is requested, in writing, said committee meetings shall be scheduled at a time mutually agreeable to the parties. For the purpose of this Agreement, these meetings are not intended to bypass the grievance procedure nor to be considered collective negotiation meetings but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

3. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

4. A maximum of five (5) employee representatives of the Union may attend such meetings, which shall not exceed six (6) per calendar year and shall be held during regular work hours. Union representatives shall be granted time to attend without loss of pay.

ARTICLE III
CIVIL SERVICE COMMISSION RULES

The administrative and procedural provisions and controls of Civil Service Laws, as well as the Rules and Regulations promulgated thereunder, are to be observed in the administration of this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to, or in conflict with such provisions and controls and deviation from such rule or control is statutorily permitted. Nothing herein shall be construed to deny any individual Manager his or her rights under the Civil Service Laws or Regulations.

ARTICLE IV
ORGANIZATIONAL STAFFING AND PERFORMANCE ASSESSMENT REVIEW

The following provision(s) are set forth for the purpose of augmenting organizational structures and to insure all supervisory and management duties are assigned under the principles of equity. The enumeration of these rights is being made here in order to achieve the goals of work units and organizations throughout state government.

A. Supervisory Vacancies

For the purposes of this article, Supervisory Positions are defined as those positions promulgated by the Civil Service Commission (CSC) or Appointing Authority as necessary for the effective and efficient running of any and all work units as they exist throughout any Department in State Service.

B. Classification Review

In accordance with N.J.A.C. 4A:3-3.5(b) of the New Jersey Civil Service Regulations, Managers in this negotiation unit may initiate requests for position classification/reclassification in accordance with N.J.A.C. 4A:3-3.9(b) of the New Jersey Civil Service Regulations, as may be amended from time to time.

C. Performance Assessment Review

All managers covered by this Contract shall be evaluated pursuant to the Performance Assessment Review (PAR) procedures set forth in the Rules and Regulations of the Civil Service Commission, as may be amended from time to time.

D. General Provisions

1. The PAR program shall use standardized forms and rating scales to be designated by the Civil Service Commission.

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

3. Each Appointing Authority shall maintain a Manager's PAR evaluations in his or her personnel records.

E. PAR Performance Plans

1. A Manager and his or her supervisor shall discuss a job performance plan consisting of work assignments together with measurable performance standards and the job performance plan shall be provided to the Manager within a reasonable period of time following the PAR meeting. If a Manager disagrees with the established performance plan, he or she may note such disagreement.

2. A performance plan for each rating period shall be established within a reasonable time after completion of the previous rating period. New Managers shall receive a performance plan within a reasonable time after appointment, which shall include the job assignment, the essential criteria for successful job performance, and emphasize training and development.

F. Evaluation Procedure

1. At the end of six months and at the end of one year, the Manager and his or her supervisor shall review the Manager'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.

2. Where the performance of a Manager is unsatisfactory, the designated supervisor will confer with such employee at least once every three (3) months and shall set forth the deficiencies and improvement goals required to achieve a satisfactory level of performance.

3. A record of conferences, referred to in paragraph C. 2, shall be made and a copy given to the Manager within two (2) weeks of the conference.

4. When there is a change in the job title, major job assignment, or supervisor during the evaluation period, the old performance plan shall be closed out. The Manager'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.

5. When appropriate, performance improvement plans shall be set at each review and the form will be placed in the Manager's personnel file.

6. The Manager shall be entitled to a copy of the rating and the form will be placed in the Manager's personnel file.

G. Unsatisfactory Ratings

1. A Manager receiving an unsatisfactory rating on his or her annual PAR shall be denied an anniversary date increment.

2. An Appointing Authority may request an anniversary date increment, for a Manager who was denied an increment because of receiving an unsatisfactory rating, but whose performance has significantly improved, as determined by the Appointing Authority. If approved by the Civil Service Commission, such increment shall not be effective until a pay period beginning at least 90 days after the Manager's anniversary date.

H. Appeals of Performance Standards and Ratings

Appeals of Unsatisfactory PAR ratings shall be in accordance with N.J.A.C. 4A:6-5.3(c), as may be amended from time to time.

I. Use of PAR Ratings

1. A rating of Unsatisfactory shall constitute evidence of incompetency, inefficiency or failure to perform duties. In a disciplinary action, a Manager may challenge the basis of the rating that is at issue in the proceeding.

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

J. Deputy Attorneys General 2 serving as Assistant Section Chiefs

Deputy attorneys general 2 employed as assistant section chiefs by the Attorney General are not subject to the PAR procedures set forth in this article and are subject to the Division of Law Deputy Evaluation System ("DES") established by the Office of the Attorney General. The following provisions apply:

1. The DES shall use standardized forms and rating scales to be designated by the Office of the Attorney General. The current ratings are as follows:

a. 10-exceeds High Expectations

b. 7-Above High Expectations

c. 5-Meets High Expectations

d. 2-Below Expectations

e. 0-Needs substantial improvement

2. Assistant section chiefs who have been in that position for at least six (6) months shall be evaluated annually, with an evaluation period of January 1 to December 31. By January 7, each year, assistant section chiefs may provide a memorandum to the assistant attorney general in charge of the Practice Group and/or section chief that sets forth their achievements during the prior evaluation period. The Office of the Attorney General shall provide an evaluation to each assistant section chief, subject to an evaluation, no later than March 1 of the year after the end of the evaluation period.

3. The assistant attorney general in charge of the Practice Group and/or section chief shall schedule and meet with an assistant section chief to review his or her evaluation upon a request from the assistant section chief. Should an assistant section chief receive an evaluation that he/she did not "Meet High Expectations," the evaluation shall identify three (3) professional development goals, and the assistant attorney general in charge of the Practice Group and/or section chief shall meet with the assistant section chief at least once every three (3) months during the next evaluation period to discuss the professional development goals. The Union or the assistant section chief may file a non-contractual grievance, in accordance with Article V, for an evaluation that contains a rating of a "2" or "0."

ARTICLE V
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to resolve grievances and to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment by providing the exclusive vehicle set forth in this article for the settlement of grievances. A Manager is entitled to use this grievance procedure and to be represented by the Union upon his or her request in accordance with the provisions of this article. A Manager shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and/or Union. In the event that a grievance form is unavailable the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected Managers; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; (d) designation of the grievance as contractual or non-contractual and if contractual the Article and paragraph (section) of the Agreement which the grievant claims has been violated; and (e) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

B. Definitions

1. A "Grievance" means:

a. A claimed breach, misinterpretation or improper application of the terms of this Agreement (contractual); or

b. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, orders, letters of memoranda or agreement, administrative decisions, or laws, applicable to the state agency or department regarding the terms and conditions of

employment which are not included in (a) above (non-contractual).

2. **Union Stewards and Representatives:**

a. A "steward" is a Manager of the State serving as the designated representative of the local Union pursuant to Article II.

b. A "representative" is an officer in the active employ of the Union or designee of the Union serving as a duly authorized representative of the local Union who is an employee of the State.

3. **Resource Person:**

A resource person is an individual, employed by the State, who is not a witness and who has particular expertise as to the subject matter of the grievance and shall be treated in accordance with the time off procedure below.

C. Grievance Steps and Time Frames

1. **General**

a. A grievance must be filed on the official grievance form initially within thirty (30) days from any date on which the act which is the subject of the grievance occurred or thirty (30) days from the date on which the grievant should reasonably have known of its occurrence. All references to days in this article are calendar days.

b. Time limits under this article may be modified by mutual agreement in writing between the applicable State agencies or department and the Union and consent to extend time limits will not be unreasonably withheld.

c. The Grievant Manager may orally present and discuss a complaint with his or her immediate supervisor or other appropriate supervisor on an informal basis prior to filing a grievance. Nothing in this paragraph shall prohibit a union representative from making a request for a meeting with the Grievant Manager and the appropriate labor relations representative prior to filing a formal grievance.

d. Contractual grievances shall only be processed through representatives designated by the Union.

e. During the Step One and Step Two process the grievant may be represented by a steward or other representative designated by the Union. One person shall act as a spokesperson for the grievant and one person shall act as the spokesperson for management.

f. Should the grievant elect to process a non-contractual grievance without Union representation, he or she shall so indicate on the grievance form. The Union shall be sent a copy of the non-contractual grievance upon receipt of the grievance by the personnel/labor relations office of the applicable Appointing Authority agency or department. A steward or other duly authorized representative designated by the Union will be notified of all non-contractual grievance meetings or hearings.

g. The Union shall be given a copy of the final disposition of all grievances. A copy of the decision of the State at each step shall be provided to the grievant and the Union representative involved within ten (10) days of the decision.

2. **Step One**

a. In the event the matter is not resolved informally, the Union may submit the grievance in writing to the office or individual designated by the Department or agency of the Manager.

b. A grievance meeting shall be scheduled within ten (10) days of the filing of the grievance unless the parties mutually agree otherwise.

c. A written decision will be provided to the Union by management within ten (10) days of the grievance meeting.

3. **Step Two**

a. If the grievant or the Union is not satisfied with the Step One disposition, the grievance may be appealed to the Department's designee. The appeal shall be accompanied by the decision at the preceding levels and any written record from the earlier proceeding. The appeal must be filed within ten (10) days from receipt of the step one decision or sixty (60) days after the step one decision was due.

b. The Union will specify whether the step two proceeding will be a meeting or a hearing. If the Union requests a hearing, a hearing officer appointed by management will preside. Both parties will be permitted to introduce testimony and exhibits. Either party may make a verbatim record of the hearing. The party making the record will bear the expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties.

c. The Step Two meeting or hearing will be scheduled within ten (10) days of the receipt of the appeal of the Step One decision. A written decision will be rendered by management within twenty (20) days of the grievance meeting or hearing.

4. **Step Three –Arbitration**

a. In the event that the grievance has not been satisfactorily resolved at Step Two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in B.1.a above, then arbitration may be brought only by the Union, through its designee within thirty-five (35) calendar days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of Employee Relations. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the names of the department or agency and Manager involved, a copy of the grievance form and the Step Two decision, if available.

b. The parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel.

c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or subdivision thereof not inconsistent with this Agreement, 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 1.C., Management Rights, and shall confine his or her decision solely to the interpretation and application of this Agreement. He or she shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her, nor shall he or she submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. 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 Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. Any remedy ordered by an arbitrator will not have retroactive affect beyond thirty (30) days from the date the grievance was filed, except that payroll errors and related matters shall be corrected to the date of error. The fees and expenses of the arbitrator shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber. Such a record is to be made at the requesting parties' expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy thereof) requested by the Arbitrator shall be shared equally between the parties. Any other cost of this proceeding including the cost of recording shall be borne by the party incurring the cost.

d. 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 or her decision within thirty (30) days after the close of the hearing.

e. Whenever a grievance which is to be resolved at Step Three, Arbitration, is based on a provision of this Agreement in which the power or authority of the arbitrator is specifically limited to an advisory award, that limit shall be observed and all the provisions of paragraphs b, c and d above shall be operable except that the award and opinion shall be advisory and not binding on the parties. However, absent a particular exception the provisions of the grievance procedure above shall be operable.

f. Representatives of the Governor's Office of Employee Relations, the applicable state department or agency and the Union may meet to resolve grievances that are appealed to arbitration. Local Union representatives and department representatives may participate in the meetings.

D. Union Rights

1. <u>Time Off</u>

This section does not apply to matters subject to Article VI, Disciplinary Actions.

a. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the recognized Union Steward or Representative, as designated by the Union, pursuant to Article XVII D, requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or 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 Steward and of any involved Manager are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld. Where a recognized Union Steward or Representative serves two (2) or more grievance districts, and where the circumstances require it, a supervisor may authorize a maximum of four (4) hours for any appropriate investigation of grievances. Such time release shall not be unreasonably withheld and shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing or meeting.

b. A Grievant Manager and his or her recognized designated Union representative will be granted time off without loss of pay to attend Step One meetings, Step Two meetings or hearings and arbitration hearings and to travel to and from such meetings and hearings.

c. A reasonable number of witnesses and resource persons employed by the State upon three (3) working days written notice, will be granted time off without loss of pay to attend Step One meetings, Step Two meetings or hearings and arbitration hearings and travel to and from such meetings and hearings.

2. <u>Information</u>

a. The State will upon request, make available to the Union information in its possession to which the Union is entitled, to properly represent the grievant. Management shall provide the requested information within seven (7) days from receipt of the request.

b. The Union, upon request, will make available to the State requested information and documents in its possession necessary for management to respond to the grievance. The Union shall provide the requested information within seven (7) days from receipt of the request.

c. Nothing herein shall be construed to permit either party to serve interrogatories.

d. In the event information and/or documents responsive to a party's request are discovered after the expiration of the seven-day response period set forth in paragraph a. above, such information shall not be excluded from use in arbitration so long as such information or documents are provided to the requesting parties at least three (3) days prior to the opening of the arbitrations hearing.

e. Each party has a continuing obligation to provide information responsive to the other party's request.

f. The parties shall make a good faith effort to informally resolve disputes, which arise as to information requests. However, if the parties are unable to agree upon the nature of the information to be provided by the applicable state department or agency, a dispute may be submitted to the GOER for resolution. If after submission to GOER the dispute is not resolved, the parties may seek resolution of the dispute in an administrative or judicial forum or through arbitration.

3. **Group Grievances**

a. Where a grievance affects more than one Manager, the Union may file a group grievance at the first level of supervision common to the affected Managers.

b. Where a group grievance affects Managers in two or more departments, the Union may submit the grievance directly to the Governor's Office of Employee Relations. The grievance will be processed as a Step Two grievance.

c. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the State to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected and the union shall be notified of this action.

4. **Bypassing Steps**

A grievance may be initiated at or moved to any step of the procedure without a hearing at a lower step by mutual agreement of the parties. Consent to skip steps of the grievance procedure will not be withheld unreasonably.

5. **The Right to Amend**

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

6. **Appropriate Union Representative and Grievance Districts**

a. Each State department, institution or facility shall come to a mutual agreement on grievance districts within the department, institution or facility, as soon as practicable consistent with the operational needs of the department.

b. State Grievances and Arbitrations

The appropriate representative at Step One, Step Two and Step Three-Arbitration shall be the recognized Union Steward as designated by the Union and who is an employee within the grievance district. It is understood that the Union will make every effort to appoint appropriate Stewards or Representatives in each grievance district and the above privilege will not be abused by the Union.

c. Stewards or Representatives required to leave their work location on Union matters shall do so with the appropriate approval of the Appointing Authority based on operational needs of the department, institution or facility.

E. General Procedures

1. The lack of response by management within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

2. 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.

3. A reasonable number of resource people shall be allowed to attend a grievance meeting or hearing. The parties will schedule resource people to minimize the impact on operations.

At the meeting or hearing the Union will present its side of the grievance through the grievant, witnesses and resource people. Management will then proceed to present its responses to the Union's presentation.

4. The Union shall be given a copy of the final disposition of all grievances. A copy of the decision of the State at each step shall be provided to the grievant and to the Union representative involved.

5. 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 in writing by the Governor's Office of Employee Relations and the authorized representative of the Union.

6. Unless specifically provided for elsewhere in this Agreement, where the grievance involves an alleged violation of individual rights specified in the Civil Service Regulations promulgated thereunder for which a specific appeal to the Civil Service Commission is available, the individual must present his complaint to the Civil Service Commission directly, provided however, where allegations of violations of other Manager rights which derive from this Agreement occur, it is intended that the provisions of this grievance procedure are to be utilized.

7. A claim of improper and unjust discipline against a Manager shall be processed in accordance with Article VI of this Agreement.

8. The inclusion of or reference by name or title or otherwise in this Agreement 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 Agreement.

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

10. A "B.1.b." grievance may be processed through Step Two of the grievance procedure, but may not be submitted to arbitration.

11. When a Manager formally elects to undertake the resolution of a contractual grievance through any available procedure established by an agency of proper authority outside of those provided herein, such election shall constitute an absolute waiver of the option to appeal the grievance to arbitration unless the parties mutually agree otherwise.

12. If a grievance is appealed to the second step and the Department Head or designee determines that a resolution of the grievance is not within the authority of the department, the grievance will be forwarded to the Governor's Office of Employee Relations for disposition in accordance with Step Two of this procedure. If the grievance involved a non-contractual matter as defined in B. 1 .b. the decision of OER shall be final.

13. The State and the Union agree that appeals to arbitration that are not scheduled for a hearing within eighteen (18) months after a Step Two decision is rendered will be considered withdrawn unless the parties mutually agree to extend the matter.

ARTICLE VI
DISCIPLINARY ACTIONS

A. The terms of this Article apply to permanent career service Managers. Other Managers shall be covered only as specifically provided.

B. Discipline of a Manager shall be imposed only for just cause. Discipline under this Article means official written reprimand, fine, suspension without pay, record suspension, disciplinary demotion or dismissal from service. Dismissal from service or demotion based upon a layoff or other operational judgment of the State shall not be construed to be discipline.

C. Disciplinary action may be initiated for any of the reasons specified in the Civil Service Commission Rules or for any circumstance amounting to sufficient cause.

D. The burden of proof in disciplinary procedures shall be upon the State, except as otherwise provided in I.2.

E. Time Limitations

1. All references to "days" in this Article are to calendar days, unless otherwise specified.

2. A Manager shall not be served with a disciplinary notice more than one (1) year after the date on which the Appointing Authority obtained sufficient information to file the matter upon which the notice is based, except for acts that constitute a crime or where otherwise required by law. The Appointing Authority may commence disciplinary action at any time during the pendency of a criminal proceeding.

F. General Procedures

1. Where an Appointing Authority or his designee imposes or intends to impose discipline, a Manager must be served with a Preliminary Notice of Disciplinary Action or the equivalent thereof. Such notice shall contain (a) charges; (b) the general conduct of the Manager upon which the disciplinary action is based and (c) the disciplinary penalty, which the Appointing Authority seeks to impose.

2. A copy of said Notice shall be transmitted to the Union representative as soon as is feasible but not to exceed three (3) business days after such Notice.

3. Any appeal relating to the involved disciplinary matter must be filed by the Manager within fourteen (14) calendar days of delivery of Preliminary Notice of Disciplinary Action or the equivalent thereof. If no appeal is filed within this time, the departmental hearing may be considered to have been waived and the Appointing Authority may issue a Final Notice of Disciplinary Action. In the event an appeal is timely filed, at the request of either the appointing authority or the Union, the departmental review will be conducted as a hearing. If a hearing is not requested, the review will be conducted as a meeting. The employer representative will contact the Union within seven (7) business days of the request for departmental review to mutually schedule a date and time for the review to be conducted within twenty (20) calendar days after the request. If the parties are unable to agree upon a mutually convenient date within the twenty (20) day

period, the Department shall schedule the hearing, unless the parties mutually agree to extend the twenty (20) day period. The Department shall issue a Final Notice of Disciplinary Action within twenty (20) calendar days after the completion of the review. The Manager may be represented at the hearing/meeting by a steward or an authorized union representative. Only one (1) person shall serve as the spokesperson for the Manager and one (1) person shall serve as spokesperson for the State. In the case of a departmental hearing, the parties shall have the opportunity to present evidence and examine witnesses. Outside attorneys shall not be permitted to be present at departmental hearings or meetings, except where criminal charges are pending, the right of a Manager to representation by an attorney shall not be denied. If either the Union or the Manager appears for the hearing/meeting, the hearing/meeting shall proceed. If neither the Union nor Manager appear for the hearing/meeting, the right to such review shall be deemed waived, and the Department shall issue the Final Notice.

G. Disciplinary Penalties

1. Major disciplinary penalties are:
   - i. Suspension or fine, of more than five (5) days at one time;
   - ii. Disciplinary demotion;
   - iii. Removal.
2. Minor disciplinary penalties are:
   - i. Suspension of one (1) through five (5) days;
   - ii. Fines of up to five (5) days pay;
   - iii. Official Written Reprimands.

H. Procedures for Disciplinary Appeals

Permanent career service Managers (including provisional or probationary Managers with permanent status), may appeal major and minor disciplinary penalties only to the Civil Service Commission, except official written reprimands shall not be appealable beyond the departmental hearing/meeting. Such appeals must be received by the Civil Service Commission within twenty (20) days after the date the Manager receives the Final Notice of Disciplinary Action referred to in paragraph F.3.

I. Unclassified and Provisional Discipline Procedures

1. The following shall constitute the disciplinary appeal procedure rights for unclassified and provisional Managers who have been employed in such capacity for a minimum of six (6) months. Upon request of the Manager, the Manager may be represented by a steward, or an authorized representative of the Union. Outside attorneys shall not be permitted to be present at departmental hearings, except where criminal charges are pending, the right of a Manager to representation by an attorney shall not be denied. In all disciplinary matters, except dismissal from service, such Managers shall be entitled to utilize the provisions of this Article through the departmental hearing level.

2. In the event an unclassified or provisional Manager is dismissed from State employment without receiving specific written reasons, the State shall provide the Manager with at least ten (10) calendar days notice in advance of the dismissal. Unless there are exceptional

circumstances, when such Managers are dismissed from State employment due to misconduct, the Department shall serve the Manager with the specific written reasons relating to the misconduct. The manager may request and shall be granted a hearing by the department or agency head or his designee, whose decision shall be final. Time limits in F.3 shall apply. The burden of proof shall be on the Manager.

3. It is understood that nothing herein shall be construed as limiting the State from exercising its inherent discretion to terminate unclassified Managers who serve at the pleasure of the department or agency head, without stating the reasons therefore. Grievances concerning the interpretation of this article shall be processed in accordance with Article V as a non-contractual (B.1.b.) grievance.

4. In no event shall the provisions of this Article apply where the Manager is being removed as a result of the certification of a Civil Service Commission eligible list.

J. Discipline for Assistant Section Chiefs

1. Discipline under this Article means official written reprimand, fine, suspension without pay, record suspensions, disciplinary demotions or discharge from service. The Department shall impose discipline only for just cause or sufficient cause. Dismissal from service or demotion based upon a layoff or dismissal from service or demotion based upon performance shall not be construed as discipline. Moreover, notwithstanding any provision in this Agreement to the contrary, nothing herein shall limit or be construed as superseding or limiting the Attorney General's authority as exercised at his or her discretion to dismiss a DAG, serving as Assistant Section Chief, at will and without cause. Such action by the Attorney General shall not constitute discipline and this Article shall not apply nor such action be subject to the grievance procedure.

2. Disciplinary action may be initiated for violations of the Law & Public Safety Standard Operating Procedures or for any circumstance amounting to sufficient cause. The burden of proof in disciplinary procedures shall be upon the Department.

When the Department intends to discipline a DAG, serving as Assistant Section Chief, the standards and procedures in this article set forth below shall apply.

3. General Procedures for Assistant Section Chiefs

a. Where an Appointing Authority or his designee imposes or intends to impose discipline, an assistant section chief must be served with a Preliminary Notice of Disciplinary Action or the equivalent thereof. Such notice shall contain (a) charges; (b) the general conduct of the assistant section chief upon which the disciplinary action is based and (c) the disciplinary penalty, which the Appointing Authority seeks to impose.

b. A copy of said Notice shall be transmitted to the local union representative at the same time that it is mailed or served upon the assistant section chief.

c. An assistant section chief shall not be served with a disciplinary notice more than one (1) year after the date on which the appointing authority obtained sufficient information to file the matter upon which the notice is based, except for acts that constitute a crime. The

appointing authority may commence disciplinary action at any time during the pendency of a criminal proceeding.

d. Any appeal relating to the involved disciplinary matter must be filed by the assistant section chief within 20 calendar days of delivery of Preliminary Notice of Disciplinary Action or the equivalent thereof. If no appeal is filed within this time, the departmental hearing may be considered to have been waived and the Appointing Authority may issue a Final Notice of Disciplinary Action. In the event an appeal is timely filed, at the request of either the appointing authority or the Union, the departmental review will be conducted as a hearing. If a hearing is not requested, the review will be conducted as a meeting. The employer representative will contact the Union within seven (7) business days of the request for departmental review to schedule a mutually agreeable date and time for the review to be conducted within forty-five (45) calendar days after the request. If the parties are unable to agree upon a mutually convenient date within the forty-five (45) day period, the Department shall schedule the hearing, unless the parties mutually agree to extend the forty-five (45) day period. The Department shall issue a Final Notice of Disciplinary Action within twenty (20) calendar days after the completion of the review. The assistant section chief may be represented at the hearing/meeting by a steward or an authorized union representative. Only one (1) person shall serve as the spokesperson for the assistant section chief and one (1) person shall serve as spokesperson for the State. In the case of a departmental hearing, the parties shall have the opportunity to present evidence and examine witnesses.

Outside attorneys shall not be permitted to be present at departmental hearings or meetings. If either the Union or the assistant section chief appears for the hearing/meeting, the hearing/meeting shall proceed. If neither the Union nor the assistant section chief appear for the hearing/meeting, the right to such review shall be deemed waived, and the Department shall issue the Final Notice.

e. In addition to the provisions in this subsection "J" of Article VI ("Discipline for Assistant Section Chiefs"), subsections "K" (1), (3), (4), (5), (6); subsection "L"; and subsection "M" apply to the assistant section chiefs. The remaining subsections of Article VI "Disciplinary Actions" do not apply to assistant section chiefs.

K. General Provisions

1. Where a manager is interviewed during the course of a formal investigation and where there is a reasonable likelihood that the individual being questioned may have formal charges preferred against her/him, the manager, if she/he requests, shall be entitled to a representative of the Union. The manager's union representative has the right to provide advice and counsel to the manager provided such participation does not interfere with the investigation or unreasonably delay the process.

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

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

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

c. Where a suspension is immediate under (a) or (b) above, and is without pay, the manager must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and general evidence in support of the charges and afforded an opportunity to respond to the charges before a representative of the Appointing Authority. The manager may be represented by a steward or an authorized Union representative.

d. A manager may be suspended immediately and prior to a hearing where it is determined the manager is in violation of the State residency requirements.

3. **Discovery**

a. The Department will, upon request, provide to the Union information in its possession to which the Union is entitled to properly represent the manager. The Department shall provide discovery to the Union, as soon as practicable, but in no case less than seven (7) calendar days prior to a departmental hearing or meeting, unless the request precludes timely disclosure. Late requests shall not be cause for delay or adjournment. In the event additional documents are thereafter discovered, it use shall not be precluded so long as the documents are disclosed not later than three (3) days prior to the hearing. Discovery shall include, names of the witnesses for the Department, the purpose of their testimony, a copy of every document to be introduced at the hearing, and other information, upon which the Department will rely to prove the charges and the reasonableness of the penalty it seeks to impose. The Union representative, upon request, shall provide discovery to the Department representative as soon as may be reasonably practicable, but in no case less than seven (7) calendar days prior to a departmental hearing, or meeting, unless the request precludes timely disclosure. Late requests shall not be cause for delay or adjournment. In the event additional documents are thereafter discovered, it use shall not be precluded so long as the documents are disclosed not later than three (3) days prior to the hearing. Documents, information and witnesses that have been requested but not provided may not be used during the departmental hearing, unless it was discovered after other discovery was provided, in which case it shall be provided as soon as possible. If the manager does not have Union representation, these discovery obligations shall continue to apply to the parties.

b. The parties shall make a good faith effort to informally resolve disputes that arise as to discovery requests. If the parties are unable to agree upon the information to be provided, a dispute may be submitted to GOER for resolution.

4. **Time Off**

a. The State shall grant the manager and his or her Union representative time off without loss of pay or benefits to attend an investigatory interview, a departmental hearing, or meeting, and to travel to and from such hearings, so long as the individual is scheduled to work during such times.

b. Each party shall be entitled to present a reasonable number of witnesses employed by the Department. The Union shall provide the Department three (3) business days written notice of Department witnesses it wishes released. The witnesses shall be granted time off without loss of pay, during the witnesses regularly scheduled work hours, to attend departmental hearings and to travel to and from such hearings.

5. At Departmental hearings either party may make a verbatim record only through a certified reporter. Such record is to be made at the expense of the party who requests the reporter. However, if both parties want a copy of the transcript, the costs of the transcript and the reporter shall be shared equally.

6. Nothing in this Article or Agreement shall be construed to limit the right of the State to implement any disciplinary action notwithstanding the pendency of any grievance proceeding.

L. Limitations on Suspensions and Fines

1. No suspension or fine shall exceed six months except for suspensions pending criminal complaint or indictment.

2. An Appointing Authority may only impose a fine as follows:

a. As a form of restitution.

b. In lieu of a suspension, when the Appointing Authority establishes that a suspension of the manager would be detrimental to the public health, safety or welfare.

c. Where a manager has agreed to a fine as a disciplinary option.

3. A manager may pay a fine of more than five days salary in a lump sum or through installments. Unless otherwise agreed to by the manager, an installment may not be more than five percent of the gross salary per pay for a fine under $500.00; 10 percent of gross salary per pay period for a fine between $500.00 and $1,000; or 15 percent of gross salary per pay period for a fine over $1,000.

4. An Appointing Authority may impose a suspension on the record when the Appointing Authority and the manager agree in writing that, for purposes of progressive discipline, the manager will receive a suspension on the record and that it will have the same force and effect for purposes of future disciplinary actions as a suspension actually served by the manager.

M. After a period of one-year from the date of the issuance of a final notice of an official written reprimand, the official written reprimand shall be expunged from a manager's personnel file if requested in writing by the manager, provided the manager is not served with a notice of discipline charging the manager with misconduct of any nature prior to the expiration of the one-year period. This sunset provision, including expungement, does not apply to OWRs issued for incidents of workplace violence, violations of the New Jersey State Policy Prohibiting Discrimination in the Workplace and findings of violations of State or Agency Codes of Ethics by the State Ethics Commission.

When the official written reprimand is the result of a settlement agreement, the terms of the settlement will govern with the respect to expungement, if any.

The provisions of this article regarding expungement after one-year apply only to official written reprimands that were issued after the ratification of this agreement.

ARTICLE VII
WAGES AND COMPENSATION

It is agreed that during the term of this Contract, the following salary improvements shall be provided to eligible Managers 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 appropriation of funds for these specific purposes, the State agrees to provide the following increases effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.

1. Effective the first full pay period on or after July 1, 2023, there shall be a three and one half percent (3.5%) across the board increase applied to the employee's base salary in effect as of June 30, 2023, if their salary is less than the cap set forth below. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any employee who is above the top step of the applicable Salary Range will be red circled until the range reaches their salary.

2. Effective the first full pay period on or after July 1, 2024, there shall be a three and one half percent (3.5%) across the board increase applied to the employee's base salary in effect as of June 30, 2024, if their salary is less than the cap set forth below. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any employee who is above the top step of the applicable Salary Range will be red circled until the range reaches their salary.

3. Effective the first full pay period on or after July 1, 2025, there shall be a three and one half percent (3.5%) across the board increase applied to the employee's base salary in effect as of June 30, 2025, if their salary is less than the cap set forth below. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any employee who is above the top step of the applicable Salary Range will be red circled until the range reaches their salary.

4. Effective the first full pay period on or after July 1, 2026, there shall be a three and one half percent (3.5%) across the board increase applied to the employee's base salary in effect as of June 30, 2026, if their salary is less than the cap set forth below. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any employee who is above the top step of the applicable Salary Range will be red circled until the range reaches their salary.

5. Effective the first full pay period on or after July 1, 2024, employees in employee relations group "&98" will receive a $2,000 increase to their base salary in effect at that time prior to application of the across-the-board salary increase referenced in paragraph two above.

6. New step: Effective the first full pay period on or after July 1, 2025, employees who have been at the top step of their salary range for 24 months or longer shall be eligible for

movement to a newly created top step providing their performance warrants this salary adjustment and subject to the salary cap set forth below.

7. During the term of this agreement, normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan and subject to the salary cap set forth below. After expiration of the Agreement, increments for those not at top step shall continue to be provided to eligible employees on their anniversary dates, subject to the salary cap set forth below, and in accordance with the State Compensation Plan.

8. Pursuant to N.J.A.C. 4A:3-4.5 movement from Step 8 to Step 9 will not occur until after the employee has served 39 pay periods on Step 8. To be eligible for the 10th Step, an employee must have been on the 9th step for a period of at least fifty-two (52) pay periods.

9. Effective the first full pay period on or after July 1, 2023, the salary cap for members of this negotiations unit shall increase to $170,000.

ARTICLE VIII

UNION DUES AND NON-MEMBERS

A. Dues Deduction

1. After 30 Days from the effective date of this Agreement the State agrees to deduct from the regular paycheck of any Manager, by automatic payroll deduction, dues of the Union provided the Manager submits an authorization for dues deduction in writing and in proper form to the responsible payroll clerk. On receipt of the form, the payroll clerk shall forward it within five (5) working days to the centralized payroll section, Department of Treasury. Dues deduction will be reflected in the paycheck for the current pay period provided the form is received in centralized payroll at least seven (7) calendar days prior to the end of the pay period otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the State, the State will review the matter and make best efforts to solve the problem within two (2) pay periods.

2. Dues deduction for any employee in this bargaining unit shall be limited to the Union, the duly certified majority representative. The authorization for dues deduction shall remain in full force and effect during the full term an employee's employment, unless properly withdrawn. In order to withdraw from a dues authorization an employee must submit a written request to withdraw from the Union to the responsible payroll clerk for the State within 10 days following each anniversary date of his/her employment. Once the State receives the request, it will notify the Union within five business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date. The movement of a Manager from one title to another title and/or from one section to another section will not affect dues deduction, unless the new title or unit is not represented by the Union.

3. Dues so deducted by the State shall be transmitted to the Financial Secretary of the Union together with a listing of the Managers included.

4. The Union shall certify to the State the amount of Union dues and shall notify the State of any change in the dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after receipt of the request.

B. State Held Harmless

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the State in accordance with this Article. The State shall not be liable to the Union for any retroactive or past due dues for any cause upon the entry or reentry of a Manager into the Union from an excluded position or another unit. The term excluded position shall include but not be limited to confidential, managerial and exempted positions.

C. Legal Requirement

Provisions of this article are further conditioned upon all other requirements set by statute.

ARTICLE IX
WORKING CONDITIONS

A. Outside Employment

Outside employment of the Manager shall be governed by the New Jersey Conflicts of Interest Law, the State Ethics Commission's Uniform Ethics Code, and the Supplementary Code of Ethics detailing the agency-specific conflict provisions of the respective Appointing Authority. Disputes arising under this provision shall be resolved in accordance with procedures contained in those provisions and are not subject to the contractual grievance/arbitration provisions set forth in Article V.

B. Flexible Work Week

The Department or Appointing Authority may provide a flexible work week program for Managers consistent with the provisions of N.J.A.C. 4A:6-2.6, as may be amended from time to time. Disputes arising under this provision are not subject to the contractual grievance/arbitration provisions set forth in Article V.

C. Access to Personnel File

1. Upon request and with reasonable notice, a Manager shall have the opportunity to review and examine every document, including those related to performance evaluation and conduct in his or her personnel file.

2. The Department shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question.

3. The Manager may file a written response of reasonable length to any document in his or her personnel file that the Manager believes is derogatory or inaccurate. Such response shall be appended to the document(s) to which the response replies and both shall be retained together in the same file.

4. No document of anonymous origin shall be maintained in the personnel file.

D. Transportation Allowance

1. Vehicle Use and Insurance

a. Whenever a Manager is authorized and required to use his or her privately-owned vehicle or, as a condition of his or her employment uses such vehicle, the State will be responsible for indemnification pursuant to appropriate legislation for such sanctioned use and shall reimburse the Managers at the applicable rate provided by law for each mile of such use. Authorization for such use is predicated on the individual maintaining basic automobile insurance as specified in the New Jersey Travel Regulations and current registration and licensure.

b. During such authorized use of his or her privately-owned vehicle, the State requires each Manager accepting such authorization to maintain insurance for personal liability in the minimum amounts of $25,000 for each person, $50,000 for each accident and $10,000 property damage for each accident. The State will provide insurance coverage where such privately-owned vehicles are used in the authorized business of the State covering the excess over the valid and collectible private insurance in the amount of $150,000 for each person and $500,000 for each accident for personal liability and $50,000 property damage for each accident unless and until legislation is passed which requires the State to indemnify and hold harmless the Manager for personal injuries and property damage caused by the negligence of said Manager while operating privately-owned vehicles on authorized State business.

c. The requirement to utilize a privately-owned vehicle shall not be imposed when it causes undue hardship on the Manager.

2. Reimbursement for Travel Expenses

a. Managers shall be reimbursed for travel expenses while on authorized State business in accordance with the State of New Jersey Circular, Travel Regulations and any amendments thereto.

b. Expenses incurred for necessary parking and tolls directly related to the authorized use of a vehicle on official State business are allowed and reimbursable by the State. All such expenses require documentation. Expenses that require advanced authorization include travel outside of New Jersey, as set forth in the Circular.

c. Managers shall submit vouchers and supporting documentation on a monthly basis when travel expenses are incurred.

d. Payment where warranted under the Travel Regulations shall be made promptly providing the voucher is complete, accurate, and received within a timely manner. The Department, if it deems appropriate, may request payment of obligations applicable to the prior fiscal year.

e. Expenses such as meals and hotel stays shall be reimbursed in accordance with the Circular.

3. Privately-Owned Vehicle

A Manager who is authorized to use a privately-owned vehicle for State business may elect not to transport other employees of the State except that this election must be

communicated in advance of any travel assignment to provide sufficient notice for planning purposes.

4. Medical Examination

When the State requires a Manager to be medically examined by a State designated doctor or medical facility, travel expenses, not inconsistent with the Travel Regulations of the State, shall be paid in the same manner and under the same conditions as other travel expenses. A Manager attending such examination shall do so without loss of pay for necessary time of such attendance and necessary travel time appropriate thereto if during normal working hours.

5. State Vehicles

a. To provide continuity of scheduled work by a Manager who is regularly authorized to use a privately-owned vehicle for State business and such vehicle is damaged or otherwise inoperable and undergoing major repairs, the Manager may request temporary use of a State-owned vehicle from those in the motor pool servicing the particular function. The request, if endorsed by the appropriate supervisor, shall be presented to the State official in charge of those vehicles for approval and authorization. Such vehicles may be assigned for up to three (3) days and such period may be extended, if required.

b. All such use of State vehicles must conform to the regulations pertaining thereto.

c. Managers authorized to utilize State-owned vehicles shall obtain gasoline and related services and products at State facilities.

d. Managers may request the issuance of State credit cards when circumstances warrant. Such requests, if endorsed by the appropriate supervisor and approved by the State official at the local motor pool will be forwarded to the Central Motor Pool for authorization. The issuance of credit cards shall be within conditions and criteria established by the supervisor of Central Motor Pool.

6. Grievances concerning these matters shall be considered non-contractual.

E. Hours and Compensation Time

In the event that a Manager is required to work beyond his or her workweek designation in a workweek, compensation for such work is determined in accordance with Civil Service Commission rules. Grievances concerning this matter shall be considered non-contractual.

ARTICLE X

PROMOTIONS AND JOB POSTINGS FOR CLASSIFIED MANAGERS

A. Promotions

Promotion qualifications and procedures for Classified Managers are governed by the Civil Service Commission pursuant to Statute and Rules and Regulations promulgated there under.

1. A Promotion means the advancement of a Manager to a title having a higher-class code than his or her current permanent title.

2. Upon appointment to an unclassified Manager title, all sick leave, administrative leave and vacation leave balances, if any exist, shall be retained by the Manager.

3. Upon promotion, a Manager shall be informed of his or her new rate, subject to approval of the Civil Service Commission. No Manager in the negotiation unit will be required to accept a promotion until that Manager is advised of the salary.

4. Provisional promotional appointments shall be made in accordance with Title 4A. If requested by the Union, but not more frequently than semi-annually, the Union will be provided a list of then current provisional appointments for titles within the negotiating unit.

5. When a Manager is appointed on a Provisional basis, his or her permanency in his or her regular permanent job classification shall be continued during such Provisional period and he/she shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.

B. Job Posting

1. To provide promotional opportunities for Managers within a department or organizational unit, existing or planned job vacancies within the unit shall be prominently posted within the promotional examination scope established by the Civil Service Commission for fourteen (14) days. Broader posting may be undertaken by the department at its option. When provisional promotions are to be made within a work unit, Managers who meet the minimum qualifications and are capable of performing the work as determined by management, and file pursuant to this article shall be given consideration for such appointment. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedures to be followed by employees interested in making application.

2. Copies of each notice posted will be forwarded to the Union, unless they are posted on a publicly accessible internet page.

3. Where a provisional or permanent promotion or a reassignment is consummated as a result of the job posting procedure, at the request of the union, the Appointing Authority will inform the union of the name of the individual appointed in writing. In the event a provisional appointment is made, the Appointing Authority will notify the Civil Service Commission of such action so that the Civil Service Commission can activate its process leading to permanent appointment.

4. Notices required by this Article shall be provided to the principal officer of the Union at an address designated by the Union.

5. The Union may inquire as to the status (provision or permanent) of a position incumbent and such inquiry will be answered by the Appointing Authority involved.

ARTICLE XI
TRANSFER, REASSIGNMENT, AND OUT OF TITLE WORK

The following matters as they apply to individual Managers affected shall be grievable within the provisions of the Grievance Procedure in the Agreement as defined in Article V, Section B.1.b, except for the provisions below that are underlined which are grievable under Article V, Section B.1.a.

The provisions of subsections A, B, and C of this article do not apply to assistant section chiefs.

A. Transfer

1. A transfer is the movement of a Manager from one job assignment to another within his or her job classification in another organizational unit.

2. A Manager shall not be transferred without the approval and consent of the Appointing Authority from and to whose unit the transfer is sought, nor without the consent of the Manager, or the approval of the Civil Service Commission, except that:

a. The consent of the Managers shall not be required when the movement of a Manager is the result of a transfer or combining of functions of one unit to or with another;

b. When a temporary transfer is made, the consent of the Manager shall not be required; but if the Manager objects, he or she shall have the right to have the transfer reviewed by the Civil Service Commission.

c. Any special hardship that may result will be given due consideration.

d. The rights of a Manager who has voluntarily transferred shall not be adversely affected, except that he or she shall not retain any rights in the unit from which he or she has transferred.

e. The rights of a Manager who has involuntarily transferred shall not be adversely affected but he or she shall retain no rights in the unit from which he or she has been transferred except that if he or she is on a promotional list, his/her name shall be retained on the promotional eligible list for the unit from which he or she has been transferred until the list has expired. If a Manager remains on the list, it is applicable only in the event the Manager returns to the unit from which he or she transferred. Nothing herein is intended to diminish the rights of Managers resulting from a layoff.

f. When accepted for transfer by an organizational unit or department the request for transfer shall not be unreasonably withheld by the organizational unit or department where the individual is employed.

g. Transfer shall not affect the accumulation of a Manager's State or job classification seniority.

3. Upon receipt of an offer of transfer from another organizational unit, a Manager may request approval through his or her Personnel Officer.

B. Reassignment

1. Reassignment is the movement of a Manager from one job assignment to another within his or her managerial title and within the organizational unit or Department.

2. Reassignments of Managers may be made in accordance with the fiscal responsibilities of the Appointing Authority; to improve or maintain operational effectiveness, or to provide Manager development and job training or a balance of Manager experience in any work area. Where such reassignments are not mutually agreed to, special hardships which may result will be given due consideration. Nothing contained herein shall be construed to enlarge or diminish any right which the Manager may have to appeal the reassignment under CSC rules and regulations.

3. When temporary reassignments (ordinarily of less than six (6) months' duration) are made to achieve any of the objectives in B. 2 above, Managers to be affected will be given maximum possible notice.

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

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

b. A Manager desiring reassignment to any job in his or her organizational unit or Department may submit an application through his or her supervisor in writing to his or her Personnel Officer stating the reasons for the request. Managers who are deemed capable by the Appointing Authority of performing the work and who apply for such reassignments will be considered.

6. When a Manager is granted a voluntary reassignment under provisions of 4 or 5 above, he or she shall then be eligible for only one (1) additional voluntary reassignment in the succeeding twelve (12) month period. Consideration will be given to a request for additional reassignment where special circumstances exist.

7. The following substantive rights shall not be adversely affected by reassignment unless specifically set forth herein: salary and seniority.

C. Special Requests

Requests for transfer or reassignment predicated on extreme personal hardship will be given priority consideration where positions are available for which the Manager is deemed capable by the Appointing Authority of performing the necessary tasks.

D. Reassignment for Union Officers and Stewards

The State and the Union recognize the need to utilize all personnel to meet operational requirements effectively. The State agrees that the movement of Union Officers and Stewards outside of their established jurisdiction may be necessary and appropriate so long as the reassignment of the employee is on the same basis as the reassignment of any other employee.

E. Out-of-Title Work

1. The State and the Union agree that Managers should be assigned work appropriate to and within their job classification. Such duties may be reviewed as part of the Performance Assessment Review (PAR). Should there be any questions concerning Out-of-Title work, the Manager is expected to first attempt to resolve those questions with the Appointing Authority or Department.

2. When instances of Out-of-Title work are identified by the Union and formally brought to the attention of the Appointing Authority, and the Appointing Authority agrees, appropriate steps shall be taken to remedy the situation. If the parties do not agree, a Job Classification Appeal through the process as established by the Civil Service Commission may be filed.

3. The provisions of this subsection "E" are applicable to Deputy Attorneys General 2 employed as assistant section chiefs to the extent permitted by the New Jersey Administrative Code.

ARTICLE XII
LEAVES OF ABSENCE

Managers covered by this Agreement are entitled to leaves both paid and unpaid as set forth herein. Records of Manager leaves of absence and types of leaves shall be maintained by the appointing authorities in the official time and attendance system.

A. Unpaid Leave

1. **Unclassified Managers**: Managers covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period up to one-year, at the discretion of the Appointing Authority. Leaves may be extended in exceptional circumstances as determined at the discretion of the Appointing Authority.

2. **Classified Managers**: Managers covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of up to one year, at the discretion of the Appointing Authority, and the approval of the Civil Service Commission, in accordance with N.J.A.C. 4A:6-1.10. A leave may be extended beyond one year for exceptional situations in accordance with said regulation.

3. Upon expiration of the leave of absence, Managers referred to in paragraphs 1 and 2 above shall be returned to a position in the same title as previously held in the Appointing Authority, unless the Manager's position has been affected by a layoff, separation or a reduction in force, in accordance with Article XXIII, Layoffs and Recall of Career Service Employees.

B. Leaves of Absence without Pay for Managers in Full-Time Union Positions

1. Upon request of the Union, the Office of Employee Relations (OER) will, consistent with the operational needs of the Appointing Authority, approve a leave of absence without pay, for one member from each Appointing Authority, for any elected or appointed full-time position with the Union. For the purposes of this paragraph, the Department of Human

Services shall be considered one Appointing Authority. The leave of absence will continue for the duration of the term in office or appointment or if the Union requests to terminate the leave, but such leave shall not exceed three (3) years. At the discretion of the Appointing Authority, a leave may be extended one time only for a period of up to one (1) year. No manager is entitled to leave under this section until at least two (2) years have passed since the end of any such prior leave.

2. In the event the leave is to be terminated early, the Appointing Authority shall be notified of the Manager's return not less than twenty (20) working days in advance.

3. Health Benefits coverage, while on an unpaid leave of absence, shall continue pursuant to N.J.A.C. 17:9-7.3, as may be amended from time to time.

4. Pension Contributions, while on an unpaid leave of absence, may continue pursuant to N.J.S.A. 43:15A-39.1 as may be amended from time to time.

C. Voluntary Furlough

Voluntary furloughs shall be in accordance with N.J.A.C. 4A:6-1.23, as may be amended from time to time.

D. Administrative Leave

1. Unclassified Managers

a. During the term of this agreement, unclassified Managers shall be granted up to three (3) days of administrative leave in each calendar year. However, those managers in department that have unclassified plans that offer more than 20 days vacation shall not receive administrative leave, unless there is a contrary practice as of the date of execution of this Agreement.

b. Administrative leave may be used for (a) emergencies, (b) personal matters or (c) observation of religious or other days of celebration but not holidays as defined herein.

c. Administrative leave for newly hired managers eligible under a. above will be credited one-half (1/2) day after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he/she is employed.

d. Use of administrative leave must be requested by the Manager and approved by the Appointing Authority, but cannot be unreasonably denied. Except in emergencies, the request must be submitted in advance, pursuant to departmental policy, procedures or practice.

e. Priority in granting such requests shall be (a) emergencies, (b) observation of religious or other days of celebration but not holidays as defined herein, or (c) personal matters.

f. Such leave credit shall not accumulate. Unused balances in any year shall be forfeited. A manager who leaves State service shall not be required to reimburse the State for days already used.

2. Classified Managers

a. Classified Managers shall be granted up to three (3) days of administrative leave in each calendar year.

b. Administrative leave may be used for (a) emergencies, (b) personal matters, or (c) observation of religious or other days of celebration but not holidays as defined herein.

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

d. Use of administrative leave must be requested by the Manager and approved by the Appointing Authority, but cannot be unreasonably denied. Except in emergencies, the request must be submitted in advance, pursuant to departmental policy, procedures or practice.

e. Priority in granting such requests, shall be (a) emergencies, (b) observation of religious or other days of celebration but not holidays as defined herein or (c) personal matters.

f. Such leave credit shall not accumulate. Unused balances in any year shall be forfeited. A manager who leaves State service shall not be required to reimburse the State for days already used.

E. Military Leave

Military leave with pay shall be granted in accordance with applicable statutes and/or regulations as may be amended from time to time. A Manager must provide a copy of the order calling him/her to duty to the Department designee.

F. Jury Duty and Witness Leave

Managers will be granted time off in accordance with N.J.A.C. 4A:6-1.19 and N.J.A.C. 4A:6-1.20, as may be amended from time to time.

G. Pregnancy Disability Leave

Pregnancy Disability Leave shall be granted in accordance with N.J.A.C. 4A:6-1.8, as may be amended from time to time.

H. Sick Leave

1. All Managers are entitled to sick leave with pay as provided herein:

a. New full-time Managers shall receive one working day's credit for the initial month of employment, if they begin work on the 1st through the 8th day of the calendar month. Managers who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day's credit for that month. During the remainder of the calendar year in which a Manager is first hired, he/she will accumulate paid sick leave on the basis of one (1) working day's credit for each month of service.

b. In each full calendar year thereafter, a Manager shall be entitled to fifteen (15) days paid sick leave. The paid sick leave shall be credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established State policy and applicable regulations.

c. Unused sick leave shall accumulate from year to year without limitation.

2. Paid sick leave may be utilized by Managers for illness or injury, exposure to contagious disease or for a death in the Manager's immediate family for a reasonable period of time.

3. Paid sick leave may also be used for a reasonable amount of time for the attendance of a Manager upon a member of his/her immediate family who is seriously ill in accordance with the Federal Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

4. "Immediate family member" is defined as father, mother, legal guardian, mother-in-law, father-in-law, grandfather, grandmother, grandchild, spouse, child, civil union partner, domestic partner, domestic partners' child, legal ward, foster child, sister, or brother of the Manager and/or other relatives residing in the Manager's household. Pursuant to the NJFLA, N.J.A.C. 4A:6-1.21A, the definition of child includes "stepchild."

5. A Manager using sick leave shall notify his/ her Appointing Authority/ supervisor at the earliest possible time but not later than his/her usual reporting times unless extenuating circumstances exist.

6. When it is known in advance that sick leave will be required for more than ten (10) consecutive days, such leave must be requested by the Manager in writing, to the human resources department of the Appointing Authority. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and the anticipated duration of incapacity.

7. The Department may request proof of illness of a Manager on sick leave whenever such requirement appears reasonable. Such requirement shall be consistent with the Civil Service rules and regulations.

8. An Appointing Authority may request proof of illness from any Manager who uses five (5) or more consecutive sick days.

9. The Department may require a Manager who has been absent on sick leave for an aggregate of more than fifteen (15) days in a twelve (12) month period to submit acceptable medical evidence written and signed by a physician.

10. When a Manager is on vacation leave and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave from his/her supervisor. The request may be made by telephone, electronic communication or letter, but if by phone, the Manager should confirm by electronic communication or letter to clearly establish time of request. No such sick leave will be credited unless supporting medical evidence verifying the illness or injury, which would have precluded working, is presented.

11. A Manager shall not be charged for sick leave on a non-working day.

12. A Manager must charge sick leave against his/her accumulated sick leave balance. If the Manager has no sick leave balance, with the approval of the Appointing Authority, he/she may charge time against other accrued paid leave time, if available, or alternatively leave without pay. For purposes of sick leave usage, utilization of any sick leave for less than a full workday, which is defined as seven (7) hours for a thirty-five (35) hour week employee and eight (8) hours for a forty (40) hour week employee, shall be on a half-hour basis.

I. Unused Leave at Retirement

A Manager who enters retirement pursuant to the provisions of a State administered retirement system is eligible for supplemental compensation on retirement as set forth in N.J.S.A. 11A:6-16 and N.J.A.C. 4A:6-3.1 et seq. To the extent legislation is passed during the term of this Agreement amending entitlement to such supplemental compensation, members of the unit shall be subject to those legislative changes in accordance with that legislation.

J. Special Time Off

1. Emergency or Special Observations

a. Whenever the Governor may declare a special emergency or observation of an event of State or national concern and authorizes time off to Managers of the State for the observation of such event, those Managers covered by this Agreement who are required to work during the period of the authorized time off shall be compensated in accordance with law or as otherwise authorized by the Governor.

b. Every Manager designated as essential will receive written notice of such designation each year. Notice of such designations will also be provided to the Union.

c. Managers who are designated essential will be provided a statewide credentials card identifying them as essential personnel, once the State is in a position to issue such cards.

2. Inclement Weather

The release of Managers by executive order or otherwise from the workplace due to inclement weather shall not result in a loss of earning for the hours of release time, however Managers on leave at the time shall not have their leave credit adjusted. Cases of Inclement Weather shall be handled in accordance with State Inclement Weather policy.

3. Education Leave

An Appointing Authority may, with Civil Service Commission approval, grant a Manager educational leave with or without pay for the purpose of obtaining training that is of direct value to the Appointing Authority but is not available through State in-service training programs. See N.J.A.C. 4A:6-1.14, as may be amended from time to time.

4. School Volunteer Leave

School Volunteer Leave shall be in accordance with N.J.A.C. 4A:6-1.24, as may be amended from time to time.

5. Leave for Emergency Civilian Duty

Leave for Emergency Civilian Duty shall be in accordance with N.J.A.C. 4A:6-1.18, as may be amended from time to time.

6. Donated Leave Program

The donated leave program shall be in accordance with N.J.A.C. 4A:6-1.22, as may be amended from time to time.

7. Bereavement Leave

Beginning July 1, 2024, an annual one (1) day bank of time will be established for bereavement leave. Each year thereafter, the one (1) bereavement day per year will be available on January 1. The bereavement day will used before an employee's use of sick leave. The bereavement leave day does not accumulate and unused time will not be carried over or paid out upon separation. Bereavement leave may be used for immediate family members as defined by N.J.A.C. 4A: 1 -1.3. The State may request proof of death. The one (1) day bank of bereavement leave will be created by the Civil Service Commission.

ARTICLE XIII

LIABILITY CLAIMS INDEMNIFICATION

All Managers covered by this Agreement shall be entitled to defense and indemnification as provided by law under N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq. and elsewhere as provided by law, as may be amended from time to time. Disputes arising under this article shall not be subject to the Grievance Procedure as set forth in Article V.

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

A. Procedure for Requesting Legal Representation and Indemnification

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

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

ARTICLE XIV

SENIORITY

A. Definitions

1. State seniority is the accumulated period of service of any permanent Manager of the State as set forth in N.J.A.C. 4A:8-2.4.

2. Job classification seniority is the accumulated period of service of any permanent Manager of the State.

B. Permanent Managers (Career Service Employees)

1. Managers shall have State Seniority as set forth in N.J.A.C. 4A:8-2.4. Such State Seniority is accumulative unless there is or has been a break in service as set forth below.

2. Managers shall be considered to have Job Classification seniority upon successful completion of the probationary period (working test period). Such job classification seniority is accumulative unless there is or has been a break as set forth below.

3. A break in continuous service occurs when a Manager resigns, is discharged for cause, retires or is laid off; however, State and Job classification seniority accrued prior to layoff shall be continued upon recall and reemployment.

4. In the case where a Manager is promoted but does not successfully complete the probationary period (working test period), he or she shall be returned to the previous job classification without loss of job classification seniority.

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

6. This Article shall not apply to the computation or application of seniority in determination of individual rights administered by the Civil Service Commission such as layoff and promotional rights. In such circumstances, seniority determinations and applications shall be determined by the CSC. The terms and conditions of seniority pertaining to layoff and promotions are fully set forth in statutes and in the Merit System Regulations and are intended to be observed in the administration of this Agreement. The provisions above are not intended to vary the application of the seniority provisions under rule or law as they pertain to layoff and promotional matters.

C. Provisional and Probationary Managers (Career Service Employees)

1. Provisional and probationary Managers who have accrued State and Job classification seniority under Section 1 above shall be considered to have the State and Job classification seniority previously accumulated and shall continue to accumulate such State and Job classification seniority as long as such previous permanent status is maintained.

2. Except as provided in paragraph A. above, provisional and probationary Managers shall be considered to be without seniority in their provisional or probationary job classification.

3. Provisional appointments shall be made in accordance with N.J.A.C. 4A:4-1.5 and N.J.S.A. 11A:4-13b. Where an examination is required, such will be scheduled at the earliest possible date.

ARTICLE XV

HOLIDAYS

A. The official paid holidays that are recognized holidays for the purpose of this Agreement are as follow:

New Year's Day
Martin Luther King's Birthday (3rd Monday in Jan.)
President's Day (3rd Monday in Feb.)
Good Friday
Memorial Day (Last Monday in May)
Juneteenth
Independence Day
Labor Day
Columbus Day (2nd Monday in Oct.)
Election Day
Veteran's Day (Nov. 11th)
Thanksgiving Day
Christmas Day

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

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

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

D. The State and the union recognize the need for some Managers to work on Holidays. If a Manager is required to work on a Holiday listed above, he or she may, at the discretion of the Appointing Authority, be granted comparable time off to a maximum of hour for hour for such work in addition to his or her regular rate of compensation.

ARTICLE XVI
VACATIONS

A. Vacation Leave – Career Service Program

1. All career service Managers covered by this Agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein:

a. Full-time Managers new to State service shall receive one working day's credit for the initial month of employment, if they begin work on the 1st through the 8th day of the calendar month. Managers who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day's credit for that month. During the remainder of the calendar year in which a Manager is first hired, he or she will accumulate paid vacation leave on the basis of one working day's credit (1) for each full month of service.

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.

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. Specific requests for vacation utilization, which do not conflict with operational considerations, shall not be unreasonably denied.

2. a. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on 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 that it cannot be taken because of work requirements; except that a Manager may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate Appointing Authority and may be approved for good reason and providing the Manager and his or her supervisor have scheduled the use of such vacation allowance. Such approval and scheduling shall not be unreasonably withheld.

b. Where a Manager has earned vacation in excess of a one (1) year allowance as of October 1, the Manager will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year so that no accrued vacation time will be lost.

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

4. If a Manager dies having earned vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of his or her death shall be calculated and paid to his or her estate.

5. In the event the State of New Jersey enacts legislation granting additional vacation benefits to the Managers of the State, such additional vacation benefit will be made available to Managers covered by this Agreement.

6. When the vacation allowance for a Manager changes based on his or her years of service during any calendar year, the additional annual allowance will be given for the entire year.

B. Vacation Leave – Unclassified Service

Managers in unclassified service shall receive vacation allowance in accordance with the practice of their Appointing Authority in effect as of the effective date of this Agreement.

ARTICLE XVII

UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

Union officials and duly authorized Union representatives shall be admitted to the premises of the State on Union business. Requests for such visits shall be directed with reasonable advance notice in writing to the appropriate State officials and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. On such visits, Union officials and duly authorized Union representatives shall have the opportunity to consult with Managers in the unit during non-working hours, to the extent required by the WDEA, for the purposes of grievance investigation, or discussion or investigation of workplace issues and/or complaints. Unless permission is granted by the employee's supervisor or manager, meetings during the employee's workday for the purposes defined in this paragraph are limited to one (1) hour. The State will designate appropriate places for such meetings at its facilities if available.

The Union shall be allowed to conduct scheduled meetings on State properties, provided that space is available during hours when the facilities are open, and requests are made and approved at least one (1) week in advance of the proposed date of use, unless less notice is acceptable to the Appointing Authority. Liability for the damages to said space and costs which are attendant thereto shall be borne by the Union. Managers may attend such meetings only during non-working hours.

B. Leave of Absence for Union Activity

1. The State agrees to provide leaves of absence without pay for designees of the Union to attend union activities. A reasonable number of such unpaid leave of days, not to exceed sixty (60), will be granted by the State for use during each year of the agreement. In addition, the State agrees to provide leaves of absence with pay for designees of the Union to attend union activities. The number of paid leave days shall not exceed thirty (30), which shall be granted by the State for use during each year of this Agreement. The business manager and president may each use a maximum of 7 paid leave days each year of this Agreement. All other designees may each use up to a maximum 5 paid leave days each year of this Agreement. Paid days may be used in half day increments. After the contract is ratified, all stewards and representatives designated by the Union will receive one (1) day with pay to attend training sessions on new contract language, which shall not be deducted from the thirty (30) paid days allotted in the first year of this agreement.

2. Leave granted in 1 above is to be used for participation in conventions, training programs, or other union activity for which appropriate approval by the State is required and which approval shall not be unreasonably denied.

3. Requests for such leave shall be submitted by the Union in writing, at least ten (10) calendar days in advance by the Business Manager or designee to the Office of Employee Relations to avoid disruption of the workflow. Approval of such requests shall not be unreasonably denied.

4. Any paid 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. The State may approve this request in whole or in part.

5. The State agrees to provide leaves of absence with pay for the President or Business Manager of the Union up to a maximum of eight (8) days during each year of the agreement. Paid days under this only may be used for training, mutually beneficial to the State and Union, which may include the annual IBEW Government Conference. The approval of such paid leave shall be subject to operational needs of the Appointing Authority and a determination by OER of whether the training is mutually beneficial. Such request must be made by the Union in writing, at least ten (10) days in advance, to both OER and the Department. The decision by the State of whether to approve or deny such request for paid leave shall be final. Disputes arising under this provision shall not be subject to the contractual grievance/arbitration provisions set forth in Article V. There shall be no carryover of any unused paid leave days.

6. At no time shall a Manager be permitted to use more than five (5) consecutive days of paid or unpaid union leave, or a combination thereof.

C. Bulletin Boards

1. In central locations and in work areas where there are large numbers of Managers covered by this Agreement, the State will make space available on existing bulletin boards which

space will be for exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Approval of such requests shall conform to State standards and will not be unreasonably withheld by the State.

2. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene or defamatory, of the State or its representatives and employees, nor anything constituting election campaign material. Materials, which violate provisions of the Article, shall not be posted. Material to be posted will consist of the following:

a. Union elections and results thereof;

b. Union appointments;

c. Union meetings;

d. Social and recreational events of the Union;

e. Reports of official Union business and achievements.

3. The Union will be permitted to post notices on designated bulletin boards where available in field locations not within institutions or offices of the State provided such postings are consistent with the conditions agreed to above.

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

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

6. The Union agrees that it will post materials only on the bulletin boards provided and/or approved by the State.

D. Union Representation Lists

1. The Union has the sole right and discretion to designate Managers of the State who are authorized to serve as the Union's representatives, including, stewards.

2. The Union agrees to furnish the State with a list of Union representatives including stewards and their appropriate and mutually agreed upon districts within each individual Department. The Union further agrees to inform the State through the Office of Employee Relations of any changes and to keep such lists current and correct at all times. The State shall recognize a reasonable number of stewards, based upon the mutually agreed upon Districts as representatives of the Union authorized to act on its behalf. Stewards required to leave their work location on Union matters shall do so with appropriate approval of the Appointing Authority which shall not be unreasonably withheld.

3. The State will appoint appropriate representatives for each department who will respond to the Union in Grievance Procedure or other designated functions. The State will provide a list of such management representatives to the Union.

E. Orientation Sessions and Appointment Notification

1. The Union shall have the right to meet with newly hired staff members, without charge to pay or leave time of the staff members, for up to 30 minutes, within 30 calendar days from the date of hire. This meeting shall be during the Department's new staff member orientation. If the Department does not conduct a new staff member orientation for a newly hired staff members, the Union may schedule an individual or group meeting during the workday to meet with a representative designated by the Union for up to 30 minutes so long as the Union provides at least one-week advance written notice to Human Resources and the staff member's manager or immediate supervisor.

2. The Union representative will supply each Manager with a membership packet containing a membership application and a copy of this Agreement as well as other material mutually agreed to by the State and the Union.

3. Each Department shall notify the Union of the hiring of new managers into the bargaining unit. Such notification shall be transmitted electronically to the Union within ten (10) calendar days of hire. Notifications shall include the employee's name, job title, worksite, location, home address, work telephone number and any home or personal cell phone number on file with the State, date of hire, work email address and any personal email address on file with the State.

4. Beginning January 1, 2019, the State shall provide the Union, in electronic format, the following information every 120 days: unit member name; job title; union membership status; full-time or part-time status; worksite location; home address; work, home, and personal cell phone numbers on file with the State; date of hire; work email address and personal email address on file with the State.

ARTICLE XVIII
HEALTH AND SAFETY

The State shall continue to ensure the safety and health of all of its Managers during the hours of their employment. The State will use as its guide the Public Employees Occupational Safety and Health Act (PEOSHA) and all other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters. The State will provide a reasonably safe and healthful place of employment for all Managers. Managers shall comply with established safety and health rules and provisions.

Manager complaints of unsafe or unhealthful conditions shall be reported in accordance with the policies and procedures of the Appointing Authority. These complaints shall be investigated in accordance to the Appointing Authorities policies and procedures.

In Departments where the State and other Unions maintain an established Joint Safety and Health Committee, a representative from Managers covered under this contract shall be included

on such a committee. 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 which are an ordinary characteristic of the work or are reasonably associated with the performance of a Manager's responsibilities and duties. However, this is not intended to eliminate the State's general obligations for the safety and health of such Managers as set forth elsewhere in this Article.

Notice of work site relocations or major renovations shall be provided to the Union.

ARTICLE XIX

HEALTH BENEFITS PROGRAM and PRESCRIPTION DRUG PROGRAM

A. State Health Benefits Program

1. The State Health Benefits Program (SHBP) is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c. 78, section 47, N.J.S.A. 52:14-17.29. It is agreed that, as part of the SHBP, the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Prescription Drug Benefits Program may be modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78. The State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.

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

3. Medicare Reimbursement - Employees hired on or after July 1, 1995 will not receive any reimbursement for Medicare Part B premium payments.

4. Effective August 29, 2020, the new NJ Direct plan (available to employees hired prior to July 1, 2019) and NJ Direct 2019 plan (available to employees hired on or after July 1, 2019) will be the only PPO Plan available to active negotiations unit members.

B. Contributions Towards Health and Prescription Benefits

1. Employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under NJ Direct and NJ Direct 2019 PPO Plan through the State Health Benefits Program in an amount that is a percent of salary to the cost of the premium.

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

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

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

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

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

4. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan ("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.

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

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

7. Eligible negotiations unit employees and their spouses who complete the NJ Well Program shall each receive a $350 incentive.

C. Dental Care Plan

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement. The Dental Care Program may be modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each year thereafter). Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. Full-time employees and eligible dependents shall be eligible for the State-administered Employee Dental Plan(s).

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

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

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

D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a $80.00 payment for regular prescription lens or $90.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of $45.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during the period from July 1, 2023, to June 30, 2025 and one payment for examinations and one payment for glasses during the period from July 1, 2025 to June 30, 2027. This program ends on June 30, 2027. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

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

ARTICLE XX

HEALTH INSURANCE IN RETIREMENT

1. Upon retirement, an active employee who is not Medicare eligible and who retires with 25 years of pensionable service after August 29, 2020 shall be offered the option to enroll in the NJ Direct/NJ Direct 2019 plan at the time of retirement.

2. Current retirees and active employees who have accrued 25 years of pensionable service prior to August 29, 2020 enrollment date under Article XIX (A)(4) shall be offered the same plans in retirement as available at the time the employee acquired 25 years of pensionable service, as required by law, and shall be offered the option to enroll in the NJ Direct/NJ Direct 19 PPO plan based on the contribution rate required at the time the employee reached 25 years of pensionable service.

3. If an employee acquires 25 years of pensionable service on or after August 29, 2020, that employee shall contribute to the cost of health benefits in retirement based on the contribution rates of active employees, as established by this agreement, at the time of the retirement. Such employee shall have access to the plans upon attainment of 25 years of service.

4. Those employees who have 20 or more years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits. as is required under law. Those employees who have fewer than 20 years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire on or after July 1, 2011, will, for the duration of their retirement, contribute toward the

cost of post-retirement medical benefits in accordance with the grid established by P.L. 2011, c. 78, except as provided in 2. above. In accordance with P.L. 2011, c.78, the Retiree Wellness Program no longer applies to employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011.

5. The State agrees to assume, upon retirement, the full cost of the Health Benefits coverage for the State employees and their dependents including the cost of charges under the Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue 25 years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire on disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

6. Employees who accrue 25 years of pension credit service after June 30, 2007, and before June 30, 2011, will be eligible to receive post-retirement medical benefits ("PRM") in accordance with applicable law in effect at that time. Such employees will be eligible to participate in the applicable PPO or HMO and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness Program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program in which the retiree is participating.

7. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.

8. Employees who elect deferred retirement are not entitled to health benefits under this provision

9. Violations of this Article are not subject to the grievance/arbitration procedures of this Agreement. The Union and employees do not waive any other legal rights they have to enforce the provisions of this Article.

ARTICLE XXI
CONTINUED BENEFITS

During any leave of absence with pay, Managers' fringe benefits, as defined shall continue and leave allowances shall continue to accrue consistent with applicable statutes and/or regulations.

ARTICLE XXII
MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT

The fringe benefits which are currently provided to Managers, such as the Health Benefits Program, the Life Insurance Program and their like, shall remain in full force and effect without diminution during the term of this Agreement, unless modified in this Agreement, changed pursuant to statutory authority or by subsequent written agreement of the parties.

ARTICLE XXIII
LAYOFFS AND RECALL

A. Definitions

1. "Layoff" means the separation of a Manager from employment for reasons of economy, efficiency or other related reasons, but not for disciplinary reasons.

2. "Seniority" means the total accumulated period of continuous employment with the State.

B. Layoffs and Recall

Layoffs and recall of career service employees shall be in accordance with the Civil Service Regulations 4A:8-1.1 *et seq.*, as may be amended from time to time.

ARTICLE XXIV
NO STRIKES, NO LOCKOUTS

During the term of this agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by Managers covered by this Agreement. The State agrees that under no circumstances shall there be any Lockout during the term of this is Agreement.

ARTICLE XXV
COMPLETE AGREEMENT

The State and the Union acknowledge this and any Memoranda of Understanding attached hereto to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memorandum of understanding pre-dating the date of signing of the Agreement and except that proposed new rules or modifications of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to the New Jersey Employer-Employee Relations Act.

ARTICLE XXVI
TERM OF AGREEMENT

1. This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 2027. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

2. In the event that a new negotiated agreement is not in place on July 1, 2027, the current contract shall continue in accordance with applicable law.

ARTICLE XXVII
NEGOTIATIONS PROCEDURE

1. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2027, subject to the provisions above.

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

3. The number of State paid Managers designated by the Union to attend negotiations shall not be more than five (5) per negotiation session. The State agrees that during working hours, without loss of pay, the designated Managers shall be allowed to attend negotiation sessions and shall not be required to charge leave time.

ARTICLE XXVIII
PRINTING OF AGREEMENT

The State will provide IBEW Local 30 with a downloadable version of the Agreement.

IN WITNESS WHEREOF, the state of New Jersey and IBEW, Local 30, have caused the Agreement to be signed by their duly authorized representatives on this 18th day December, 2024.

FOR THE STATE OF NEW JERSEY:

Yvonne D. Catley
Yvonne D. Catley, Director, Governor's Office Employee Relations

Camille N. Warner
Camille N. Warner, Deputy Director, Governor's Office of of Employee Relations

Douglas Banks
Douglas Banks, Director, Office of Employee Relations, Department of Children and Families

William Wander
William Wander, Director of Human Resources Office of the Public Defender

Heath Bernstein
Heath Bernstein, Executive Director, Div. of Administrative Services, Office of Human Resources, Department of Education

Rochelle Thomas
Rochelle Thomas, Manager, Office of Employee Compliance & Affairs, Human Resources, Department of Transportation

Pamela Medina
Pamela Medina, Employee Relations Coordinator, DDD Community Services, Department of Human Services

Alexander Yasenchak
Alexander Yasenchak, Personnel Assistant, Office of Labor Relations, Department of Environmental Protection

Sonya Drakeford
Sonya Drakeford, Manager, Employee & Labor Relations Unit, Department of Law & Public Safety

FOR IBEW, LOCAL UNION 30:

Alfred C. Laubsch, Jr. Business Manager

William F. Lowry IV/ President

Fred F. Gmitter / Treasurer

Thomas MacDonald / Financial Secretary

Nancy Hopkins / Executive Board Member

SIDE LETTER 1
COMPRESSION

In the event the State takes any State-wide action that is expressly for the purpose of alleviating wage compression for non-aligned employees in Employee Relations Group 'M' during the term of this contract, the Union may seek to reopen negotiations with respect to the issue of wage compression only. The Union also may submit to the State, for review, a report on their analysis of the compression issue on or after July 1, 2017. This side letter shall expire on June 30, 2019.

APPENDIX I
HEALTHCARE REOPENER

1. Re-opener

a. The actual premium cost for the new PPO, 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. Upon request of the Union, and after the Commission's review of the mid-year report, if any, the Union and the State shall meet annually between March 1 and April 15 to discuss utilization and costs (actual and projected) for plans in which the Union's active and retiree members are enrolled. Such meeting shall include representatives from the Treasury-Division of Pension and Benefits. This meeting will include any interested Union(s).

d. Calculations:

i. The Baseline Premium shall be the blended[1] premium for the current plan year plus 1%. For example, in plan year 2024 the baseline premium shall be the new PPO Plan's blended premium in plan year 2023 plus 1%.

ii. The Union and the State shall annually calculate the "Adjusted Premium Increase" ("API"). The API shall be calculated by (a) subtracting the percent of across-the-board salary increases received by Union-represented State employees, not compounded, between July 1 to December 31 of the preceding year, from (b) the percent by which the new PPO renewal premium exceeds the Baseline Premium. For example, if the 2024 new PPO renewal premium is 6% more than the Baseline Premium and if employees have received a 4%, non-compounded, across-the-board salary increases since July 1, 2023, the API is 2%.

e. Annual Process for Appling the Escalator/De-escalator

i. Every year, the parties will review if the blended renewal premium for the new PPO in a plan year exceeds the "Baseline Premium." If so, the Union and the State shall enter into negotiations to lower the premium and/or reduce the rate of premium increases. Such negotiations will commence upon receipt of the SHBP's actuary's rate renewal recommendation premium for the upcoming plan year in or around the preceding July. The parties agree that the negotiations will involve the Union and any other interested State bargaining unit(s). The initial meeting of the parties may also include representatives from the Division of Pension and Benefits as it relates to the rate renewal recommendation(s). A copy of the actuary's renewal recommendation report, issued in or around July, will be provided to the Union in advance of the meeting. If an agreement is reached, Union(s) and the State shall jointly seek approval from the State Health Benefits Commission or Plan Design Committee, as appropriate, to implement the parties' agreement.

[1] Blended premium includes medical and prescription rates, for all levels of coverage.

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

iii. If the renewal premium is below the Baseline Premium by 6% or more, Union and the State shall discuss options to share the savings in reduced costs. or to improve the quality of the new PPO through design changes or other measures. If Union and the State do not agree-to either reduce costs or improve the quality of the new PPO or agree upon a reduction in the employee contribution rates-by September 1 preceding the start of the plan year, then contribution rates shall be reduced by the application of a De-escalator. The De-escalator shall be the amount of the decrease in new PPO renewal premium below 6% of the Baseline Premium. For example, if the **2024** premium is 6.5% below the Baseline Premium, employee contribution rates shall be reduced by 0.5%. If an employee's contribution rate is 5% of base salary, then by applying the De-escalator the employee's new contribution rate shall be 4.975%. Any decrease in employee contributions will be effective the first pay period of the plan year.

iv. The escalator or de-escalator for each plan year shall be calculated using the above methodology as described in paragraphs e(i) to e(iii) above.

SALARY SCHEDULE
Effective: July 1, 2023
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	24	26	27	28	29	30
Increment	3,208.16	3,540.11	3,717.06	3,902.91	4,097.60	4,301.21
Step 1 :	68,806.17	75,386.19	78,926.30	82,643.36	86,546.27	90,643.87
Step 2 :	72,014.33	78,926.30	82,643.36	86,546.27	90,643.87	94,945.08
Step 3 :	75,222.49	82,466.41	86,360.42	90,449.18	94,741.47	99,246.29
Step 4 :	78,430.65	86,006.52	90,077.48	94,352.09	98,839.07	103,547.50
Step 5 :	81,638.81	89,546.63	93,794.54	98,255.00	102,936.67	107,848.71
Step 6 :	84,846.97	93,086.74	97,511.60	102,157.91	107,034.27	112,149.92
Step 7 :	88,055.13	96,626.85	101,228.66	106,060.82	111,131.87	116,451.13
Step 8 :	91,263.29	100,166.96	104,945.72	109,963.73	115,229.47	120,752.34
Step 9 :	94,471.45	103,707.07	108,662.78	113,866.64	119,327.07	125,053.55
Step 10:	97,679.61	107,247.18	112,379.84	117,769.55	123,424.67	129,354.76

Range :	31	32	33	34	35	36
Increment	4,517.97	4,743.67	4,978.25	5,230.42	5,487.09	5,761.49
Step 1 :	94,945.08	99,463.05	104,206.72	109,184.97	114,415.39	119,902.48
Step 2 :	99,463.05	104,206.72	109,184.97	114,415.39	119,902.48	125,663.97
Step 3 :	103,981.02	108,950.39	114,163.22	119,645.81	125,389.57	131,425.46
Step 4 :	108,498.99	113,694.06	119,141.47	124,876.23	130,876.66	137,186.95
Step 5 :	113,016.96	118,437.73	124,119.72	130,106.65	136,363.75	142,948.44
Step 6 :	117,534.93	123,181.40	129,097.97	135,337.07	141,850.84	148,709.93
Step 7 :	122,052.90	127,925.07	134,076.22	140,567.49	147,337.93	154,471.42
Step 8 :	126,570.87	132,668.74	139,054.47	145,797.91	152,825.02	160,232.91
Step 9 :	131,088.84	137,412.41	144,032.72	151,028.33	158,312.11	165,994.40
Step 10:	135,606.81	142,156.08	149,010.97	156,258.75	163,799.20	0.00

Range :	37	38	39	40	41	42
Increment	6,053.50	6,354.38	6,673.01	7,004.94	7,358.82	7,721.81
Step 1 :	125,663.97	131,717.47	138,071.85	144,744.86	151,749.80	159,108.62
Step 2 :	131,717.47	138,071.85	144,744.86	151,749.80	159,108.62	166,830.43
Step 3 :	137,770.97	144,426.23	151,417.87	158,754.74	166,467.44	174,552.24
Step 4 :	143,824.47	150,780.61	158,090.88	165,759.68	173,826.26	182,274.05
Step 5 :	149,877.97	157,134.99	164,763.89	172,764.62	181,185.08	189,995.86
Step 6 :	155,931.47	163,489.37	171,436.90	179,769.56	188,543.90	197,717.67
Step 7 :	161,984.97	169,843.75	178,109.91	186,774.50	195,902.72	205,439.48
Step 8 :	168,038.47	176,198.13	184,782.92	193,779.44	203,261.54	213,161.29
Step 9 :	174,091.97	182,552.51	191,455.93	200,784.38	210,620.36	220,883.10

SALARY SCHEDULE
Effective: July 1, 2023
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	43	44
Increment :	8,111.18	8,518.30
Step 1 :	166,830.43	174,941.61
Step 2 :	174,941.61	183,459.91
Step 3 :	183,052.79	191,978.21
Step 4 :	191,163.97	200,496.51
Step 5 :	199,275.15	209,014.81
Step 6 :	207,386.33	217,533.11
Step 7 :	215,497.51	226,051.41
Step 8 :	223,608.69	234,569.71
Step 9 :	231,719.87	243,088.01

SALARY SCHEDULE
Effective: July 13, 2024
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	24	26	27	28	29	30
Increment	3,320.44	3,664.01	3,847.16	4,039.51	4,241.02	4,451.75
Step 1 :	71,214.39	78,024.71	81,688.72	85,535.88	89,575.39	93,816.41
Step 2 :	74,534.83	81,688.72	85,535.88	89,575.39	93,816.41	98,268.16
Step 3 :	77,855.27	85,352.73	89,383.04	93,614.90	98,057.43	102,719.91
Step 4 :	81,175.71	89,016.74	93,230.20	97,654.41	102,298.45	107,171.66
Step 5 :	84,496.15	92,680.75	97,077.36	101,693.92	106,539.47	111,623.41
Step 6 :	87,816.59	96,344.76	100,924.52	105,733.43	110,780.49	116,075.16
Step 7 :	91,137.03	100,008.77	104,771.68	109,772.94	115,021.51	120,526.91
Step 8 :	94,457.47	103,672.78	108,618.84	113,812.45	119,262.53	124,978.66
Step 9 :	97,777.91	107,336.79	112,466.00	117,851.96	123,503.55	129,430.41
Step 10:	101,098.35	111,000.80	116,313.16	121,891.47	127,744.57	133,882.16

Range :	31	32	33	34	35	36
Increment	4,676.10	4,909.70	5,152.48	5,413.49	5,679.14	5,963.14
Step 1 :	98,268.16	102,944.26	107,853.96	113,006.44	118,419.93	124,099.07
Step 2 :	102,944.26	107,853.96	113,006.44	118,419.93	124,099.07	130,062.21
Step 3 :	107,620.36	112,763.66	118,158.92	123,833.42	129,778.21	136,025.35
Step 4 :	112,296.46	117,673.36	123,311.40	129,246.91	135,457.35	141,988.49
Step 5 :	116,972.56	122,583.06	128,463.88	134,660.40	141,136.49	147,951.63
Step 6 :	121,648.66	127,492.76	133,616.36	140,073.89	146,815.63	153,914.77
Step 7 :	126,324.76	132,402.46	138,768.84	145,487.38	152,494.77	159,877.91
Step 8 :	131,000.86	137,312.16	143,921.32	150,900.87	158,173.91	165,841.05
Step 9 :	135,676.96	142,221.86	149,073.80	156,314.36	163,853.05	171,804.19
Step 10:	140,353.06	147,131.56	154,226.28	161,727.85	169,532.19	0.00

Range :	37	38	39	40	41	42
Increment	6,265.37	6,576.78	6,906.57	7,250.11	7,616.38	7,992.08
Step 1 :	130,062.21	136,327.58	142,904.36	149,810.93	157,061.04	164,677.42
Step 2 :	136,327.58	142,904.36	149,810.93	157,061.04	164,677.42	172,669.50
Step 3 :	142,592.95	149,481.14	156,717.50	164,311.15	172,293.80	180,661.58
Step 4 :	148,858.32	156,057.92	163,624.07	171,561.26	179,910.18	188,653.66
Step 5 :	155,123.69	162,634.70	170,530.64	178,811.37	187,526.56	196,645.74
Step 6 :	161,389.06	169,211.48	177,437.21	186,061.48	195,142.94	204,637.82
Step 7 :	167,654.43	175,788.26	184,343.78	193,311.59	202,759.32	212,629.90
Step 8 :	173,919.80	182,365.04	191,250.35	200,561.70	210,375.70	220,621.98
Step 9 :	180,185.17	188,941.82	198,156.92	207,811.81	217,992.08	228,614.06

SALARY SCHEDULE
Effective: July 13, 2024
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	43	44
Increment :	8,395.07	8,816.44
Step 1 :	172,669.50	181,064.57
Step 2 :	181,064.57	189,881.01
Step 3 :	189,459.64	198,697.45
Step 4 :	197,854.71	207,513.89
Step 5 :	206,249.78	216,330.33
Step 6 :	214,644.85	225,146.77
Step 7 :	223,039.92	233,963.21
Step 8 :	231,434.99	242,779.65
Step 9 :	239,830.06	251,596.09

SALARY SCHEDULE
Effective: July 12, 2025
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	24	26	27	28	29	30
Increment	3,436.66	3,792.26	3,981.81	4,180.89	4,389.45	4,607.57
Step 1 :	73,706.89	80,755.57	84,547.83	88,529.64	92,710.53	97,099.98
Step 2 :	77,143.55	84,547.83	88,529.64	92,710.53	97,099.98	101,707.55
Step 3 :	80,580.21	88,340.09	92,511.45	96,891.42	101,489.43	106,315.12
Step 4 :	84,016.87	92,132.35	96,493.26	101,072.31	105,878.88	110,922.69
Step 5 :	87,453.53	95,924.61	100,475.07	105,253.20	110,268.33	115,530.26
Step 6 :	90,890.19	99,716.87	104,456.88	109,434.09	114,657.78	120,137.83
Step 7 :	94,326.85	103,509.13	108,438.69	113,614.98	119,047.23	124,745.40
Step 8 :	97,763.51	107,301.39	112,420.50	117,795.87	123,436.68	129,352.97
Step 9 :	101,200.17	111,093.65	116,402.31	121,976.76	127,826.13	133,960.54
Step 10:	104,636.83	114,885.91	120,384.12	126,157.65	132,215.58	138,568.11
Step 11:	108,073.49	118,678.17	124,365.93	130,338.54	136,605.03	143,175.68
Range :	31	32	33	34	35	36
Increment	4,839.76	5,081.54	5,332.82	5,602.96	5,877.91	6,171.85
Step 1 :	101,707.55	106,547.31	111,628.85	116,961.67	122,564.63	128,442.54
Step 2 :	106,547.31	111,628.85	116,961.67	122,564.63	128,442.54	134,614.39
Step 3 :	111,387.07	116,710.39	122,294.49	128,167.59	134,320.45	140,786.24
Step 4 :	116,226.83	121,791.93	127,627.31	133,770.55	140,198.36	146,958.09
Step 5 :	121,066.59	126,873.47	132,960.13	139,373.51	146,076.27	153,129.94
Step 6 :	125,906.35	131,955.01	138,292.95	144,976.47	151,954.18	159,301.79
Step 7 :	130,746.11	137,036.55	143,625.77	150,579.43	157,832.09	165,473.64
Step 8 :	135,585.87	142,118.09	148,958.59	156,182.39	163,710.00	171,645.49
Step 9 :	140,425.63	147,199.63	154,291.41	161,785.35	169,587.91	177,817.34
Step 10:	145,265.39	152,281.17	159,624.23	167,388.31	175,465.82	183,989.19
Step 11:	150,105.15	157,362.71	164,957.05	172,991.27	181,343.73	0.00
Range :	37	38	39	40	41	42
Increment	6,484.66	6,806.96	7,148.30	7,503.87	7,882.95	8,271.80
Step 1 :	134,614.39	141,099.05	147,906.01	155,054.31	162,558.18	170,441.13
Step 2 :	141,099.05	147,906.01	155,054.31	162,558.18	170,441.13	178,712.93
Step 3 :	147,583.71	154,712.97	162,202.61	170,062.05	178,324.08	186,984.73
Step 4 :	154,068.37	161,519.93	169,350.91	177,565.92	186,207.03	195,256.53
Step 5 :	160,553.03	168,326.89	176,499.21	185,069.79	194,089.98	203,528.33
Step 6 :	167,037.69	175,133.85	183,647.51	192,573.66	201,972.93	211,800.13
Step 7 :	173,522.35	181,940.81	190,795.81	200,077.53	209,855.88	220,071.93
Step 8 :	180,007.01	188,747.77	197,944.11	207,581.40	217,738.83	228,343.73
Step 9 :	186,491.67	195,554.73	205,092.41	215,085.27	225,621.78	236,615.53
Step 10 :	192,976.33	202,361.69	212,240.71	222,589.14	233,504.73	244,887.33

SALARY SCHEDULE
Effective: July 12, 2025
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	43	44
Increment :	8,688.90	9,125.02
Step 1 :	178,712.93	187,401.83
Step 2 :	187,401.83	196,526.85
Step 3 :	196,090.73	205,651.87
Step 4 :	204,779.63	214,776.89
Step 5 :	213,468.53	223,901.91
Step 6 :	222,157.43	233,026.93
Step 7 :	230,846.33	242,151.95
Step 8 :	239,535.23	251,276.97
Step 9 :	248,224.13	260,401.99
Step 10 :	256,913.03	269,527.01

SALARY SCHEDULE
Effective: July 11, 2026
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	24	26	27	28	29	30
Increment	3,556.94	3,924.99	4,121.18	4,327.22	4,543.08	4,768.83
Step 1 :	76,286.63	83,582.01	87,507.00	91,628.18	95,955.40	100,498.48
Step 2 :	79,843.57	87,507.00	91,628.18	95,955.40	100,498.48	105,267.31
Step 3 :	83,400.51	91,431.99	95,749.36	100,282.62	105,041.56	110,036.14
Step 4 :	86,957.45	95,356.98	99,870.54	104,609.84	109,584.64	114,804.97
Step 5 :	90,514.39	99,281.97	103,991.72	108,937.06	114,127.72	119,573.80
Step 6 :	94,071.33	103,206.96	108,112.90	113,264.28	118,670.80	124,342.63
Step 7 :	97,628.27	107,131.95	112,234.08	117,591.50	123,213.88	129,111.46
Step 8 :	101,185.21	111,056.94	116,355.26	121,918.72	127,756.96	133,880.29
Step 9 :	104,742.15	114,981.93	120,476.44	126,245.94	132,300.04	138,649.12
Step 10:	108,299.09	118,906.92	124,597.62	130,573.16	136,843.12	143,417.95
Step 11:	111,856.03	122,831.91	128,718.80	134,900.38	141,386.20	148,186.78
Range :	31	32	33	34	35	36
Increment	5,009.16	5,259.39	5,519.47	5,799.06	6,083.64	6,387.86
Step 1 :	105,267.31	110,276.47	115,535.86	121,055.33	126,854.39	132,938.03
Step 2 :	110,276.47	115,535.86	121,055.33	126,854.39	132,938.03	139,325.89
Step 3 :	115,285.63	120,795.25	126,574.80	132,653.45	139,021.67	145,713.75
Step 4 :	120,294.79	126,054.64	132,094.27	138,452.51	145,105.31	152,101.61
Step 5 :	125,303.95	131,314.03	137,613.74	144,251.57	151,188.95	158,489.47
Step 6 :	130,313.11	136,573.42	143,133.21	150,050.63	157,272.59	164,877.33
Step 7 :	135,322.27	141,832.81	148,652.68	155,849.69	163,356.23	171,265.19
Step 8 :	140,331.43	147,092.20	154,172.15	161,648.75	169,439.87	177,653.05
Step 9 :	145,340.59	152,351.59	159,691.62	167,447.81	175,523.51	184,040.91
Step 10:	150,349.75	157,610.98	165,211.09	173,246.87	181,607.15	190,428.77
Step 11:	155,358.91	162,870.37	170,730.56	179,045.93	187,690.79	0.00
Range :	37	38	39	40	41	42
Increment	6,711.63	7,045.20	7,398.49	7,766.51	8,158.85	8,561.31
Step 1 :	139,325.89	146,037.52	153,082.72	160,481.21	168,247.72	176,406.57
Step 2 :	146,037.52	153,082.72	160,481.21	168,247.72	176,406.57	184,967.88
Step 3 :	152,749.15	160,127.92	167,879.70	176,014.23	184,565.42	193,529.19
Step 4 :	159,460.78	167,173.12	175,278.19	183,780.74	192,724.27	202,090.50
Step 5 :	166,172.41	174,218.32	182,676.68	191,547.25	200,883.12	210,651.81
Step 6 :	172,884.04	181,263.52	190,075.17	199,313.76	209,041.97	219,213.12
Step 7 :	179,595.67	188,308.72	197,473.66	207,080.27	217,200.82	227,774.43
Step 8 :	186,307.30	195,353.92	204,872.15	214,846.78	225,359.67	236,335.74
Step 9 :	193,018.93	202,399.12	212,270.64	222,613.29	233,518.52	244,897.05
Step 10 :	199,730.56	209,444.32	219,669.13	230,379.80	241,677.37	253,458.36

SALARY SCHEDULE
Effective: July 11, 2026
Covering Employee Relations Group: & (M Represented)
(For Informational Purposes Only)

Range :	43	44
Increment :	8,993.01	9,444.40
Step 1 :	184,967.88	193,960.89
Step 2 :	193,960.89	203,405.29
Step 3 :	202,953.90	212,849.69
Step 4 :	211,946.91	222,294.09
Step 5 :	220,939.92	231,738.49
Step 6 :	229,932.93	241,182.89
Step 7 :	238,925.94	250,627.29
Step 8 :	247,918.95	260,071.69
Step 9 :	256,911.96	269,516.09
Step 10 :	265,904.97	278,960.49

GRIEVANCE PROCEDURE FORM
STATE OF NEW JERSEY

NOTE: Every item must be completed to avoid delays in processing.

INSTRUCTIONS: This Grievance form is for use only by State employees including State employees who are not covered by a union contract. To initiate the grievance process, complete all items in the **GRIEVANCE INFORMATION** section and, if covered by union contract, submit this form within the timeframes and to the appropriate office as designated by your union contract or, if not covered by union contract, submit to the office or individual designated by your department to process grievances within 30 calendar days from the date on which the alleged act occurred. **NOTE:** Appeals for which Civil Service Commission review mechanisms exist, such as those pertaining to Examination, Classification (including out-of-title work), Sick Leave Injury or Layoff, should proceed through established Civil Service Commission appeal processes.

GRIEVANCE INFORMATION

NAME OF EMPLOYEE: JOB TITLE:

MAILING ADDRESS:

DEPARTMENT: DIVISION, INSTITUTION, OR AGENCY:

DESIGNATION OF GRIEVANCE:

☐ CONTRACTUAL: State article and paragraph (section) of the contract which you claim is violated:_____

☐ NONCONTRACTUAL

EMPLOYEE STATEMENT OF GRIEVANCE *(Attach additional sheets if necessary)*:

TO CORRECT MY GRIEVANCE, THE FOLLOWING SHOULD OCCUR:

☐ I WILL REPRESENT MYSELF (or) ☐ MY REPRESENTATIVE WILL BE:

Name of Representative:_____ Employee Organization:_____

WITNESSES MAY INCLUDE:

Signature of Employee:_____ Date:_____

STEP 1

RECEIVED BY:

Signature of Management Representative:_____ Date:_____

STEP ONE DECISION:

Signature: _____ _____ _____

(Management Representative) *(Date of Hearing)* *(Date Decision Served to Employee and Representative)*

EMPLOYEE:

☐ I acknowledge settlement of my grievance (or) ☐ I appeal to STEP TWO*

Signature of Employee:_____ Date:_____

DPF-251 Front Revised 08-10-09

STEP 2

EMPLOYEE: ☐ I WILL REPRESENT MYSELF (or) ☐ MY REPRESENTATIVE WILL BE:

Name of Representative:_____ Employee Organization:_____

WITNESSES MAY INCLUDE:

RECEIVED BY:

Signature of Management Representative:_____ Date:_____

STEP TWO DECISION:

Signature:_____ _____ _____

(Management Representative) *(Date of Hearing)* *(Date Decision Served to Employee and Representative)*

EMPLOYEE:

☐ I acknowledge settlement of my grievance

☐ I request FINAL REVIEW. This is for employees who are not covered by a union contract and union represented employees with a two step grievance process.
See FINAL REVIEW section below.

☐ I appeal to STEP THREE. applicable to employees represented by Local 195, IFPTE and Local 518, SEIU.

Signature of Employee:_____ Date:_____

STEP 3

EMPLOYEE: ☐ I WILL REPRESENT MYSELF (or) ☐ MY REPRESENTATIVE WILL BE:

Name of Representative:_____ Employee Organization:_____

WITNESSES MAY INCLUDE:

RECEIVED BY:

Signature of Management Representative:_____ Date:_____

STEP THREE DECISION:

Signature:_____ _____ _____

(Management Representative) *(Date of Hearing)* *(Date Decision Served to Employee and Representative)*

EMPLOYEE:

☐ I acknowledge settlement of my grievance ☐ I request FINAL REVIEW.

Signature Of Employee:_____ Date:_____

FINAL REVIEW. CHECK ONE BOX ONLY AND SIGN.

☐ I request that my NONCONTRACTUAL grievance be reviewed by the Civil Service Commission. See N.J.A. C. 4A:2-3.7. Within 20 calendar days of receipt of the decision appealed, send to: **Division of Merit System Practices and Labor Relations, Civil Service Commission, P.O. Box 312, Trenton, New Jersey 08625-0312.**

☐ My grievance is designated as CONTRACTUAL. See the Union Representative who represented you at the last step of the grievance process.

Employee Signature:_____ Date:_____

DPF-251 back 03-10-09