AGREEMENT

STATE OF NEW JERSEY

NEW JERSEY LAW ENFORCEMENT SUPERVISORS ASSOCIATION

PRIMARY LEVEL SUPERVISORY LAW ENFORCEMENT UNIT

July 1, 2023 – June 30, 2027

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PREAMBLE

This Agreement entered into by the State of New Jersey, Office of Employee Relations in the Governor's Office and hereinafter referred to as the "State" and the New Jersey Law Enforcement Supervisors Association, hereinafter referred to as the "Association" has as its purpose the promotion of harmonious employee relations between the State and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

ARTICLE I

Recognition

The State recognizes the Association as the sole and exclusive representative of those employees in the Primary Level Supervisory Law Enforcement Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment.

The State will not negotiate any other or any additional terms and conditions of employment, including those expressed in this Agreement, with any individual or group of employees in this unit.

A. 1. Included are all full-time permanent and provisional employees of the State of New Jersey listed in Appendix II.

2. Whenever new classifications of employees are created, the State shall assign to such classification an appropriate unit designation. The State will notify the Association of such designations to this negotiations unit thirty (30) days prior to the effective date of amending such listing. If requested in writing, the State will discuss any such designation with the Association. In the event no agreement is reached on such amendment after discussion as provided herein, the resolution of the matter shall be by the clarification of unit procedures of the Public Employment Relations Commission.

B. Excluded are:

1. Managerial Executives
2. Professional and Craft Employees
3. Confidential Employees
4. Non-Police Employees
5. Non-Supervisory Police Employees
6. Supervisory and Non-Supervisory State Police Employees
7. Superior Officers Law Enforcement Employees

ARTICLE II

Management Rights

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.

Except as specifically abridged, limited or modified by the terms of the Agreement between the State and the Association and Ch. 303, L. 1968, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the

conduct and the activities of employees are retained by the State.

ARTICLE III

Civil Service Regulations

The administrative and procedural provisions and controls of the Civil Service law and Rules and Regulations promulgated there under are to be observed in the administration of this Agreement.

ARTICLE IV

Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees. The Association and the State agree that there shall not be any discrimination including harassment based on race, creed, color, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, including perceived disability and AIDS and HIV status, domestic partnership, political affiliation, Association membership, or lawful membership activities or activities provided in this agreement, pregnancy or breastfeeding, gender identity or expression, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer.

ARTICLE V

Policy Agreements

A. Employee Relations Policies

1. During the term of this agreement, or any extension thereof, the parties agree that neither the Association, nor any employee represented by it, shall engage in or support any strike, work stoppage, sit-down, sit-in, sympathy strike, boycott, picketing, hand billing, bannering, the display of an inflatable rat or similar symbol, or other interference with the operations of the employer.

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

3. The Association recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

4. These agreements are not intended to limit the freedom of speech of the Association or its members.

B. Quarterly Employee Relations Meetings

1. A committee consisting of State and Association representatives may meet for the purpose of reviewing the administration of this Agreement, and to discuss problems which may arise. Said committee meetings shall be scheduled as necessary. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings but are intended as a means of fostering good employee relations through regular communications between the parties.

2. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting. A request by either party to hold a committee meeting shall not be unreasonably denied. Written response to all agenda items shall be within thirty (30) days of each meeting.

3. A maximum of seven (7) employee representatives of the Association may attend such quarterly meetings.

4. The State shall provide to the Association semi-annually a list of names and addresses of all unit employees.

ARTICLE VI

Dues Deduction

A. Membership Dues

1. The State agrees to deduct from the regular pay of any employee, the dues of the New Jersey Law Enforcement Supervisors Association only, provided the employee submits an authorization for dues deduction in writing and on proper form to the responsible payroll clerk. The payroll clerk shall process and forward a properly executed form, within seven (7) days, to the centralized payroll section, Department of the Treasury. Dues deduction will be reflected in the next regular paycheck provided the authorization form is received in centralized payroll at least seven (7) days prior to the end of the pay period. It is further agreed that any existing written authorizations for payment of dues to an employee organization other than the duly certified majority representative will be terminated.

2. It is understood that the effective date of a termination in deductions will occur as of July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the responsible payroll clerk.

3. Dues so deducted shall be transmitted to the designated officer of the New Jersey Law Enforcement Supervisors Association together with a list of the employees included.

4. The President of the New Jersey Law Enforcement Supervisors Association shall certify to the State the amount of dues and shall notify the State of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

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

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

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

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

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

10. If, after the State receives a proper notice from an employee revoking dues

authorization, the State mistakenly deducts union dues from the employee and transmits dues to the Association, the Association shall be solely responsible for returning to the employee the dues it received.

ARTICLE VII

Association Rights

A. Access to Premises

1. Previously designated representatives of the Association, who are acknowledged by the State, shall be admitted to the premises of the State on Association business.

2. Request for such visitation rights shall be directed to designated State officials and include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

3. Such Association officials shall also have the opportunity to consult with off duty employees in the negotiations unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. The State will designate appropriate places for such consultations.

4. The rights of access provided in this section A above shall not be granted to any other employee organization or to any representative or employee of such organization for the purpose of communicating with employees in this unit.

5. Where a problem occurs which is of such consequence as to suggest the need for a higher than institutional level Association representative, a request to permit the Association president or his designee access to the location of the problem may be directed to the Office of Employee Relations for approval. A decision and any conditions imposed by the Office of Employee Relations shall be final. Approval of such requests shall not be unreasonably withheld, and the Association shall have the right to grieve the matter of reasonableness.

6. A telephone shall be available at each installation or institution for use by mutually agreed representatives of the Association for Association business. The Association shall reimburse the State for telephone charges, if any. Abuse of this right will result in forfeiture.

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

B. Association Representative Shift Assignments

1. The authorized Association representative employed in each Class One or Two prison facility and the Association President employed in the Department of Corrections shall, upon request, be assigned to a regular position on the first shift. Such assignment shall provide, as a minimum, either Saturday or Sunday as a normal day off, if requested. It is understood that the assignments described above may result in a change of work duties for the individuals involved.

2. Seven (7) Association Executive Board members shall be assigned to the first shift with Saturday and Sunday off.

C. Transfer (For Association Officers and Institutional Representatives)

1. The State and the Association recognize that Association Officers and Institutional Representatives have in their relationship to their jobs a need for continuity in the assigned work location which exceeds that of other fellow employees. It is agreed, therefore, that Association

Officers and Institutional Representatives mutually agreed upon will not be involuntarily transferred to another institution, nor will they be involuntarily reassigned to the third shift. In the event an authorized Association representative or an Executive Board member's job status requires him to work on a second shift, the employee, if operationally feasible, shall be released to attend the Association's monthly membership meeting for the time period required for the meeting.

2. The State and the Association recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in the paragraph above that movement of such Association Officers and Institutional Representatives may be necessary and appropriate, on a temporary basis, in exception to the guideline agreed to in paragraph C.1. The exception provided in this paragraph will not be used arbitrarily.

D. Bulletin Boards

1. The State agrees to furnish a suitable share of existing bulletin boards in convenient places in each working area to be used exclusively by the Association. The space provided shall be approximately 30 x 30 inches.

2. If the Association desires additional bulletin boards, it may request permission to erect its own. A request to erect a bulletin board in conformance with State standards shall not be unreasonably withheld.

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

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

5. Any material which an authorized representative of the Office of Employee Relations alleges to be in violation of this Agreement shall be promptly removed by the Association. The matter may then immediately be initiated as a Step Two grievance for resolution by the Association or submitted to the Office of Employee Relations.

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

7. Each department/agency of the State that employs members of the Association may, at its discretion, provide bargaining unit representatives with access to an intranet page that shall serve as an electronic bulletin board to be used exclusively by the Association. Use of this intranet page shall be subject to all restrictions and requirements under this section.

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

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

b. The content of emails permitted by this Agreement shall conform to the terms of this Article, and with all applicable laws and regulations, and with existing work rules and policies, including as contained in this Agreement, such as anti-

harassment and anti-discrimination policies presently maintained by the State. Specifically, no e-mail permitted by this Agreement shall contain material or content that is profane, obscene, or defamatory of the State, its representatives and employees.

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

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

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

ARTICLE VIII

Access to Personnel Folders and Evaluations

A. An employee shall, within two (2) calendar days (exclusive of weekends and holidays) of a written request to his agency or department, have an opportunity to review his personnel folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation or any evaluation of his work performance or conduct. Provision for such examination shall be during the employee's regular scheduled hours of work and shall not require a loss of paid time.

He shall be allowed to place in such file a response of reasonable length to anything contained therein. If any material derogatory to the employee is placed in his file, a copy of such material shall be sent to the employee. A copy of all material placed in an employee's work history by the employer shall be made available to the employee. The employee shall sign a receipt for such material, which shall be placed in the employee's file. A copy of the receipt should also be provided to the employee by the employer.

B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

C. An employee may request the expungement of materials included in the folder where there are pertinent and substantive inaccuracies or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the State's needs for comprehensive and complete records but will not be unreasonably denied.

D. No document of anonymous origin shall be maintained in the personnel folder.

E. Any employee records that contain medical information to include any notes to substantiate an absence shall be maintained in a secure and separate file apart from the regular personnel file. All

efforts will be made to protect the employee's medical information from those individuals who should not have access to the same.

ARTICLE IX

Personnel Practices

A. Identification Cards

1. The standard identification card of each department shall be utilized for all employees in the negotiations unit.

2. The State shall furnish identification cards to all employees who have served six (6) continuous months of employment. Lost identification cards shall be reported immediately, and the first replacement shall be made at no cost to the employee.

B. Civil Service Examinations

1. Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional, or to take promotional examinations administered by the Civil Service Commission of the State of New Jersey, for positions in the State service, shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.

2. When an employee has been certified for promotion or interviews for a specialized unit and is scheduled to be interviewed by the agency to which he may be promoted, he shall suffer no loss in pay to attend the scheduled interview, including travel time required, if the interview occurs during his or her regular work shift.

C. Education Program Announcements

When announcements are published by the State which describes available educational programs or State scholarships, such materials will be posted prominently in order that interested employees may be informed of this availability. Copies of these items will be sent to the Association.

D. Printing of Agreement

The State shall provide NJLESA with an electronic downloadable version of the Agreement. The State shall also reproduce the Agreement in the amount of 250 hard copies. NJLESA shall be responsible for the distribution of the 250 copies provided to it by the State. The Agreement cover will include the seal of the State of New Jersey and the Association insignia.

E. Fringe Benefit Information

The State shall provide information describing the health benefits program, the life insurance and pension program and similar available information to all new employees when hired.

F. Lateness

Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined. Where there is evidence of repetition or neglect or the employee incurs three (3) such latenesses in a thirty (30) day period, the employee may be disciplined regardless of whether the employee has a reasonable excuse for such absence. In all circumstances the employee will be paid from the time he or she commences work.

Lateness beyond the fifteen (15) minute period above shall be treated on a discretionary basis. This provision is not intended to mean that all lateness or each incidence of lateness beyond fifteen

(15) minutes shall incur disciplinary action or loss of opportunity to complete a work shift or reduction of salary.

Consistent with the two paragraphs above, management shall maintain a record of lateness. This record may be used as the basis of disciplinary action, compulsory charge against an employee's compensatory time bank, or reduction in salary or any combination thereof. A record of such lateness shall be maintained and may be charged against any compensatory time accrual where there is evidence of repetition or neglect.

G. Lateness or Absence Due to Weather Conditions

1. Cases of inclement weather shall be handled in accordance with the State's inclement weather policy as issued by the Governor's Office of Employee Relations.

2. When the State of New Jersey or a County within New Jersey declares a state of emergency due to weather related conditions, an employee who has made a reasonable effort to report on time and is less than one-hour late for duty due to delays caused by such weather-related conditions shall not be disciplined for such lateness. Lateness beyond one (1) hour shall be treated on a discretionary basis. This provision is not intended to mean that all lateness or each incidence of lateness beyond one hour shall incur disciplinary action.

3. Every employee is required to adjust his/her regular preparations for travel to work upon reasonable knowledge of expected inclement weather forecasts. Such measures shall include, but not necessarily be limited to earlier travel times and reasonable advance vehicle and roadway preparations in anticipation of substantially longer commute times during times of expected inclement weather.

H. Excused Illness During Work Time

An employee may apply for use of sick leave for periods of less than his full work day for any appropriate and approved reason such as becoming ill while working during the assigned shift or in order to keep a medical appointment which could not be arranged during non-work time. The employee must charge such sick leave against his accumulated sick leave balance, or, if such employee has no sick leave balance, he may charge such time against other accrued paid leave time if available, or, alternatively, leave without pay. Utilization of any sick leave for less than a full work day shall be on an hourly basis; one hour of sick leave charged for each hour, or portion thereof, excused from the work shift. For purposes of this clause only, seven (7) hours is equal to one (1) day of sick leave for employees serving in a No Limit (NL) category and eight (8) hours is equal to one (1) day of sick leave for those employees serving in an NL4 category. Where an NL or NL4 employee utilizes sick leave for a period of less than his established work schedule for the day, such employee shall be charged sick leave on a pro-rata basis in accordance with the work schedule established on the day of utilization.

I. Notice of Suspension

1. When an employee is suspended from duty the notice of such suspension shall be given to the employee immediately. Where such notice has not been given and the employee reports for work and is willing and able to perform his normal duties, he shall not be deprived of the opportunity to work on that day and shall be paid for a minimum of one-half (1/2) day or for a full day if he works more than four (4) hours.

Notice required above may be by written message or oral or telephonic means confirmed by written notice. A copy of the written notice shall be provided to the Association.

This provision is not intended to require payment for any hours not worked on the day on which an employee is suspended for cause and asked to leave his work.

2. Where a hardship of undue or unusual effect is claimed and demonstrated, the employee's

suspension may, at the discretion of the appointing authority, be charged against accumulated compensatory time, vacation or administrative leave balances, if any, upon the request of the employee. Such requests shall not be unreasonably denied.

ARTICLE X

Grievance Procedure

A. Grievance Definition

A "Grievance" is:

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

2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, letters or memoranda of agreement, administrative decisions, or laws, applicable to the agency or department which employs the grievant affecting the terms and conditions of employment and which are not included in A 1. above (non-contractual grievance).

B. Purpose and Employee and/or Association Rights

1. The purpose of this procedure is 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 employee grievances, except that a grievant may request that the Civil Service Commission agree to review any matter for which a specific appeal to the Commission is available as provided in C.l.a. l-5, below. Nothing herein can be construed to require the Civil Service Commission to review such matter, but any declination will be made in writing to the grievant and to the Association if a request to the Civil Service Commission is made by the grievant.

2. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Association upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use. The Association shall be notified of any scheduled grievance hearing.

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

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

5. Where an individual grievant initiates an A.l. grievance, such grievance shall only be processed through Association representation.

C. Scope of Grievance

1. It is understood by the parties that this grievance procedure represents the exclusive process for the resolution of disputed matters arising out of the Grievance Definition, A.l. and 2., above, except for those specific matters listed below:

a. Appeals of matters in disputes shall be made directly to the Civil Service Commission subsequent to proper notification to the responsible local management officials with regard to the following subjects only:

(l) Out-of-title work

(2) Position classification and re-evaluation review

(3) Layoff and recall rights
(4) Civil Service examination procedures for which an appeal exists
(5) Removal at completion of working test period

b. (l) For purposes of this Agreement, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered hereunder and which do not significantly interfere with the exercise of inherent management prerogatives pertinent to the determination of government policy.

(2) A claim of improper and unjust discipline against an employee shall be processed in accordance with Article XI, Discipline, of this Agreement.

(3) 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 except as provided in this Agreement.

D. General Rules and Procedures

1. Where the subject of a grievance, or its emergent nature, suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure without hearing at a lower step. Where the Association requests a grievance be initiated at Step Two or beyond based on a claim of emergency wherein the normal processing of the grievance would prejudice the effective relief sought and/or the substantive rights of the grievant and, if such request is denied by the agency of the State involved, the Association may seek an expedited determination by the Office of Employee Relations of the appropriate step to initiate such grievance. If the Association is not satisfied with this determination, then the issue of whether or not an emergency exists may be brought to an expedited arbitration hearing. The option to be prescribed would be to initiate at Step Two.

2. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants, with the mutual consent of the parties as to the appropriate step. The presentation of such group grievance will be by the appropriate Association representative(s) and one of the affected grievants designated by the Association. A group grievance may be initiated by the Association.

3. Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis.

4. In the event that the grievance has not been satisfactorily resolved on an informal basis, then an appeal may be made on the grievance form specified below.

5. All such grievances shall be presented in writing to the designated representative of the party against whom it is made on "Grievance Forms" to be provided by the State. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all actions taken in handling and disposing of the grievance at each step of the Grievance Procedure. The form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Agreement, if any, which the grievant claims have been violated. The grievance form must be completed in its entirety. A group grievance initiated by the Association may be presented on the above form, or where appropriate, in another format provided that the grievance is fully set forth in writing and contains all the information called for by said form.

6. When a grievance is initiated, the original form shall be forwarded to the Employee Relations Manager/Administrator or Personnel Officer of the appropriate operating agency. The

remaining three (3) copies shall be kept intact while going through the steps of the Grievance Procedure. After the grievance is resolved, the copies shall be distributed as designated on the grievance form.

A copy of the decision of the State at each step shall be provided to the Association representative involved.

7. Grievance resolutions or decisions at Step One and Step Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the Office of Employee Relations and the Attorney of the Association. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

E. Grievance Time Limits and Management Responses

1. A grievance must be filed initially within fifteen (15) calendar days from the date on which the act which is the subject of the grievance occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this process are working days of the party to which they apply.

2. Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within ninety (90) days of the time the individual should reasonably have known of its occurrence.

3. Decisions after a scheduled hearing shall be rendered in writing to the grievant and to the Association representative within established time limits, except that the decision will be considered timely if rendered within the following limits or within three (3) days after the conclusion of the hearing at Step One and fifteen (15) days after the conclusion of the hearing at Step Two whichever is later.

a. at Step One within ten (10) working days of the receipt of the grievance;

b. at Step Two, within fifteen (15) working days of the receipt of the appeal from the Step One decision;

4. Should a grievance not be satisfactorily resolved, or should the employer not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within three (3) working days to the next step. The lack of response by the State within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

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

6. Time limits under this Article may be changed by mutual agreement and requests for extensions of time limits will not be unreasonably denied.

7. 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.

Where an extraordinary circumstance precludes the timely appeal of the grievance at any step, the Association may promptly seek a waiver of the time limit for such appeal by direct request to the Office of Employee Relations. Such request shall not be unreasonably denied.

8. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the fifteen (15) day period provided in E.1. above except that payroll errors and related matters shall be corrected to date of error.

F. Grievance Investigation - Time Off

When a grievance has been formally submitted in writing and the Association represents the grievant, and where the Association Steward or other representative officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Steward or Officer and of any involved employee are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons if, to the supervisor, the circumstances warrant an exception to this limit. Where an Association Steward or other representative officer serves a mutually agreed upon grievance district encompassing two (2) or more geographically separated work locations and where the circumstances require it, a supervisor shall authorize the additional time required for travel.

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

G. Time Off for Grievance Hearings

1. An employee shall be allowed time off without loss of pay;

a. As may be required for appearance at a hearing of the employee's grievance scheduled during working hours;

b. For necessary travel time during working hours.

If the hearing extends beyond the employee's normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted but such time shall not be considered time worked for the computation of overtime.

2. Where the employee or the Association requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal scheduled working hours.

3. At Step One and beyond in the grievance procedure, witnesses may be heard and pertinent records received.

4. The Association representative may have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

H. Grievance Steps and Parties Therein

Grievances shall be presented and adjusted in accordance with the following procedures:

Step One

If the grievance is not satisfactorily disposed of informally, it may be filed with the highest operational management representative. He or his designee shall hear the grievance, witnesses may be heard and pertinent records received. The grievant may be represented by an employee in the same work unit designated by the Association or an Association officer at the institution or installation involved. The circumstances surrounding a grievance may suggest that the Association President or a member of the Union's Executive Board has a particular need to assist in the presentation of the grievance at Step One. He may make a request to do so to the Office of Employee Relations. Such request shall not be unreasonably denied.

Step Two

If the grievance is not satisfactorily disposed of at Step One, it may be appealed to the department head or his designee who shall not be a person who was directly involved in the

grievance. The appeal shall be accompanied by the decisions at the preceding level and any written record that has been made part of the preceding hearings.

The grievant may be represented by the Association President or his designee. The Association may designate an additional non-employee representative.

If the decision involves a non-contractual grievance or if the grievant has presented his appeal without Association representation, the decision of the department head or his designee shall be final and a copy of such decision shall be sent to the Association.

Step Three Arbitration

1. 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 A.1. above, then a request for arbitration may be brought only by the Association, through its designee, within ten (10) calendar days from the day the Association received the Step Two decision by mailing a written request for arbitration to the Director of 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. A request for arbitration shall contain the names of the department or agency and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure.

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

2. Arbitrators shall be selected on a case-by-case basis using the selection procedures of the Public Employment Relations Commission.

3. 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 sub-division thereof and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not relevant in reaching the 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. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State shall not be subject to

revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber, with the attendance fee of the court reporter shared between the parties. Any party ordering a transcript shall bear the cost of the transcript, however, if both parties want a copy of the transcript, the cost of the transcript, including any attendance fee, shall be shared equally between the parties. Further, the cost of any transcript, including any attendance fee (or copy of any transcript), requested by the Arbitrator, shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

5. 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, those limits shall be observed and the provisions of paragraph three (3) above shall be operable except and to the extent that the limitations in such provisions modify such powers or authority.

ARTICLE XI

Discipline

A. Discipline of an employee shall be imposed only for just cause. The terms of this Article shall not apply to provisional employees or employees serving their working test period or unclassified employees except as specified in paragraph K.1. and paragraph L. below.

B. Discipline under this Article means official written reprimand, fine, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved employee. Dismissal from service or reduction in grade based upon a layoff or operational changes made by the State shall not be construed to be discipline.

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

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

E. The name of any employee who is notified of suspension or dismissal pursuant to paragraph D. shall be transmitted to the Association as soon as feasible but not to exceed seventy-two (72) hours after such notice.

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within

fifteen (15) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, will convene a hearing within thirty (30) calendar days after receipt of such disciplinary appeal. The Department or Agency Head, or his designee, shall render a written decision within thirty (30) calendar days from the date of such hearing. The employee may be represented at such hearing by an Association representative in the same work unit and/or legal counsel. The circumstances surrounding a discipline case may suggest that the Association president or a member of the Union's Executive Board has a particular need to assist in the presentation at the hearing. He may make a request to do so to the Office of Employee Relations. Such request shall not be unreasonably denied. The decision rendered herein shall be final except where the disciplinary appeal involves a penalty as set forth in paragraph G. below. Where the matter involves a disciplinary penalty other than those set forth in G. below, the Civil Service Commission may review the matter if timely presented in accordance with its discretionary jurisdiction.

G. 1. In the event the appeal has not been satisfactorily settled or otherwise resolved and involves the following contemplated or implemented penalties:

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

b. Suspensions or fines more than three (3) or for an aggregate of more than fifteen (15) days in one (1) calendar year;

c. Demotion;

d. Discharge;

then,

(1) The Association may appeal the discipline through the advisory disciplinary arbitration process as herein provided; or

(2) The individual may request or petition the Civil Service Commission for a hearing which request must be received by the Civil Service Commission within twenty (20) days after the date of receipt of the decision rendered in paragraph F. The Civil Service Commission Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

2. a. In the event the employee involved elects the Civil Service Commission procedure as provided in G. 1. (2) above, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal as provided in G. 1. (1), the advisory disciplinary arbitration process.

b. The Association may elect to appeal the matter to advisory disciplinary arbitration provided that such an appeal is joined in by the employee in writing. The employee shall not be denied the right to counsel.

c. All such waivers or elections will be made in writing by the employee involved on a form to be provided by the State for such purpose.

H. An appeal to advisory disciplinary arbitration may be brought only by the Association through its President or designee or attorney, by mailing a written request for advisory disciplinary arbitration to the Director of the Office of Employee Relations, which must be postmarked within twenty (20) calendar days from the decision rendered in paragraph F. A request for advisory disciplinary arbitration shall contain the name of the department or agency and the employee involved, a copy of the original appeal, the notice of discipline and any written decisions rendered concerning the matter.

I. The parties shall mutually agree upon a panel of not less than three (3) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a

member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators, arbitrators shall be selected, on a case-by-case basis using the selection procedure of the Public Employment Relations Commission, until such time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case. The arbitrator shall issue a recommendation as soon as possible but not later than thirty (30) days after the hearing.

J. Arbitrators in disciplinary matters shall confine themselves to recommendations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any recommendation. The arbitrator's decision with respect to guilt, innocence or penalty shall be advisory only. In the event the arbitrator finds the employee guilty, he may recommend to approve the penalty sought or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph A. above. Removal from service shall not be suggested for a lesser penalty. In the event the arbitrator's recommendation finds the employee innocent or modifies a penalty, he may recommend reinstatement with back pay for all or part of a period of suspension or reduction in grade or all or part of the period that the employee was dismissed from service. The arbitrator may consider any period of suspension served or the period that the employee was dismissed from service in suggesting the penalty to be imposed. Should the arbitrator's recommendation suggest reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income, for the back pay period suggested by the arbitrator. The arbitrator's recommendation shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's recommendation shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

It is agreed that this process is not to be utilized as a device to apply more severe suspensions than would normally be imposed.

K. 1. When disciplinary charges are appealed by the Association or a member of the Association to the Civil Service Commission and then referred to the New Jersey Office of Administrative Law for adjudication; the State will not oppose a request by the appellant or Association to the Administrative Law Judge assigned to the matter to hold a settlement conference prior to hearing. Those matters that fall outside of the agreement not to oppose a settlement conference are:

2. Cases involving:
   a. Excessive use of force;
   b. The illegal use, possession or distribution of drugs;
   c. Undue familiarity with an inmate; parolee or family members thereof;
   d. Matters referred to a County Prosecutor's Office for review;
   e. Matters involving charges that allege violations of a Departments' EED Policy;
   f. Suspensions which are immediately imposed following a Loudermill hearing that are necessary to maintain safety, order or effective direction of the work assignment;
   g. Violations of settlement agreements.

3. The appellant and his or her union representative shall be permitted to attend the settlement conference without loss of pay.

L. In the event the appeal has not be satisfactorily settled or otherwise resolved and involves a suspension of one (1) through five (5) days, then,

a. The Association may appeal the discipline to the Joint Association Management Panel as provided in Section O. Special Procedure for Review and Arbitration of Suspensions of One Through Five Days.

b. The employee may request that the Civil Service Commission review the record of the discipline in accordance with its discretionary jurisdiction.

In the event the employee elects the Civil Service Commission review as outlined in L.1.b. above, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal to binding arbitration as provided in L.1.a. above.

M. General Provisions

1. The terms of this Article shall not apply to provisional employees or employees serving a working test period, provided such working test period does not exceed six (6) months. This exclusion shall not apply to provisional or probationary employees who otherwise hold permanent appointment in another job classification in State service except that under no circumstances will the State's judgment as to the adequacy of the employee's performance in a working test or provisional status, or any action taken in pursuance thereof, be deemed to be discipline within the meaning of this Article. Employees serving their working test period shall retain all rights under Civil Service Laws, Rules or Regulations.

2. Where an employee is interrogated during the course of an investigation and when there is a reasonable likelihood that the individual being questioned may have formal charges proffered against him, the nature of those contemplated charges shall be made known to the employee who shall then, if he requests, be entitled to a representative of the Association, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired. The employee shall be advised of the identification of all persons present during the interrogation.

In the event a formal charge of misconduct is made by the State against an employee and, if he so requests, he shall be entitled to a representative of the Association only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. During the investigatory process, there shall be no presumption of guilt, and the employee shall be advised of the identification of all persons present during the interrogation.

3. Audio Recording of Certain Investigatory Interviews in DOC and JJC: The parties agree that in limited circumstances described in this sub-section, an employee that is being interrogated during the course of an internal investigation shall have the right to request that the State audio record the interview in accordance with the provision of this sub-section.

a. The provisions of this sub-section are solely applicable to interrogations of employees in the DOC and JJC;

b. The provisions of this sub-section are solely applicable to interviews conducted by the Special Investigations Division ("SID");

c. The provisions of this sub-section are solely applicable to situations where an employee is interrogated either: (a) during the course of an investigation where there is a reasonable likelihood that the individual being questioned may have formal charges proffered against him, or (b) after a formal charge of misconduct is made by the State against an employee;

d. Where the conditions described in (i) through (iii) above are present, the employee may request the State of New Jersey to audio record the interview. In the event such a request is made, and where all the conditions precedent set forth above are present, the State of New Jersey

shall audio record the interview.

e. At the conclusion of the audio recorded interview, the audio recording will remain in the possession of the State of New Jersey in accordance with its policies and procedures for maintaining and safeguarding evidence.

f. At the conclusion of the investigation and any and all related investigations, a copy of the audio recording will be provided to the Association and/or employee at their own expenses within seven (7) days of said request. No other recording of any investigatory interview shall be made by the employee or his representative.

g. If the State denies any valid request by an employee to audio record an interview in accordance with this sub-section and the employee that was the subject of such interview is ultimately the subject of discipline, the union shall have the right to challenge the State's denial of the employee's request for an audio recording through the parties' Grievance Procedure. All such grievances shall be treated as non-contractual grievances pursuant to Article X, Section A(2), and shall not be subject to arbitration. Moreover, any such grievance shall automatically proceed to Step Two of the Grievance Procedure.

h. If it is determined at Step Two of the Grievance Procedure that a valid request to audio record the interview was made in accordance with this sub-section, and it is further determined that the State failed to make such audio recording as required, the Step Two decision shall, as a sole remedy for such failure, preclude the individual that conducted the disputed interrogation, or any other management witness to said interrogation, from testifying at the employee's Departmental Disciplinary Hearing (Article XI, Section F) concerning any verbal statements made by said employee during the unrecorded interview. This shall not be interpreted, however, as precluding the individual that conducted the disputed interrogation, or any other management witness to said interrogation, from testifying at the Department Disciplinary Hearing with respect to anything other than the verbal statements made by said employee during the unrecorded interview.

i. A copy of the Step Two decision shall be forwarded immediately to the Department or Agency Head, or designee, that is responsible for convening the Departmental Disciplinary Hearing pursuant to Article XI, Section F. This Step Two decision shall be adhered to in the Departmental Disciplinary Hearing.

j. The parties recognize that the State's willingness to agree to the provisions of this sub-section permitting audio recording of interviews in the above-described circumstances is based solely upon the limited number of circumstances that the State anticipates will require the need for such audio recording. It is expressly understood that the State would not agree to this provision but for the relatively low volume of interrogation interviews that will require audio recording for members of a bargaining unit of this size or smaller.

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

5.a. All disciplinary charges shall be brought within forty-five (45) days of the appointing authority reasonably becoming aware of the offense, except, effective after ratification of this agreement, where the employee is charged with conduct related to the following, in which case a 120-day rule will apply:

(1) Removal charges related to any criminal matter of the third degree or higher, or any criminal matter of the fourth degree or higher where the matter touches upon or concerns the individual's employment, or where the facts underlying the proposed discipline could support a criminal charge.

(2) Removal charges related to positive test result for Controlled Dangerous Substances.

(3) Removal charges related to the introduction of contra band into a State Correctional Facility, or Juvenile Justice Commission-operated facility or program, which jeopardizes safety or security, including but not limited to cell phones and cell phone accessories.

(4) Removal charges related to undue familiarity pursuant to the State's policy thereto.

(5) Removal charges related to misconduct/inappropriate contact involving a student of a State College or University in which the employee is employed.

(6) Removal charges related to uses of excessive force.

(7) Removal charges related to incidents of workplace violence, violations of the New Jersey State Policy Prohibiting Discrimination in the Workplace ("State Policy"), or findings of violations of State or Agency Codes of Ethics by the State Ethics Commission.

(8) Removal charges related to matters where the employee becomes unfit to perform the duties of their title, including but not limited to physical unfitness, mental unfitness or being prohibited from carrying a firearm.

(9) Removal charges related to matters where the employee is participating in a county, state or federal government investigation. The 120-day time limit in this instance shall not commence until the conclusion of the employee's participation in the investigation.

Charges related to the above conduct constitute cause for major discipline and only will be brought under N.J.S.A. 4A: 2 – 2.3 or, if applicable, investigated as criminal matters.

All EEO charges not meeting the description above must be brought within sixty (60) days of the appointing authority reasonably becoming aware of the offense.

In the aforementioned cases, the forty-five (45) day rule shall not apply. Where the forty-five (45) day or sixty (60) day rule applies, any charges issued after the applicable time frame will be dismissed. The employee's whole records of employment, however, may be considered with respect to the appropriateness of the penalty imposed.

5.b. For the purpose of this sub-section, the following individuals, or their respective designees, shall be the appointing authority for their respective Department or Agency: Administrator (Corrections); Chairman or his or her designee (Parole); Deputy Executive Director or his or her designee (Juvenile Justice); Director of Administration (Treasury); Human Resources Director (Human Services); Superintendent (Palisades Interstate Park Commission); Director of Human Resources (Environmental Protection); Superintendent (Law and Public Safety); Assistant Vice President of Labor Relations (Rowan University); and Vice President or Director of Human Resources (all other State Colleges).

5.c. The exceptions to the forty-five (45) day rule (Paragraph 5(a)), set forth in Paragraphs 5(a)(1)-(9), will not be available to an appointing authority (as defined in Paragraph (5)(b), for a period of one year, if that appointing authority issues removal charges under Paragraphs 5(a)(1) – (9) arising out of two (2) disciplinary events within a one year period (measured backwards from the date of issuance of discipline in the second event) and the removal charges are subsequently reduced by final agency determination. The dismissal of charges is not considered "reduced" charges for purposes of the section.

6. In the event a disciplinary action is initiated, the employee or his/her representative shall be provided with copies of all written documents, reports, or statements which will be used against him/her at such hearing and a list of all known witnesses who may testify against him/her, which, normally, will be provided not less than ten (10) days, exclusive of weekends, prior to the hearing date, but in no case less than five (5) days exclusive of weekends prior to the hearing date.

7. Nothing in this Article of Agreement shall be construed to limit the right of the State to

implement any disciplinary action notwithstanding the pendency of any appeal proceeding.

8. Before a permanent career service employee is suspended without pay pending dismissal, he/she shall promptly be given an opportunity for an informal discussion at which the employee will be informed of the charges made and a synopsis of the evidence on which the State intends to rely. The employee shall have an opportunity to respond and/or refute.

Where a fine is imposed as a disciplinary measure and the matter is appealed within the disciplinary procedure provided in this Agreement and where the fine is $100 or more, the enforcement of the fine will be withheld upon request of the employee being fined pending hearings and final disposition of the appeal as provided herein, provided the employee continues in his employment with the State.

N. The following shall constitute the disciplinary appeal procedure rights for unclassified and provisional employees who have been employed in such capacity for a minimum of six (6) months.

1. In all disciplinary matters, except dismissal from service, such employees shall be entitled to utilize the provisions of this Article up to the Departmental hearing level.

2. In disciplinary matters involving dismissal from service, such employees, upon written request, shall be entitled to a conference with the Department or Agency Head or his designee to discuss the matter. The Department or Agency Head or his designee may conduct an administrative investigation of the matter.

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

4. Nothing in this Article shall be construed as a waiver of any rights any employee may have under the Civil Service Statute or the Civil Service Commission Rules and Regulations.

5. Where an unclassified employee is disciplined for cause and, if the employee appeals the disciplinary action either as to guilt or innocence or as to the severity of the penalty imposed, the appeal, if not satisfactorily resolved at the Department Head level (or designee), may be processed through the disciplinary arbitration procedure in section G. of this Article subject to all conditions and limitations set forth in this Agreement and further specifically excepting the circumstance where there may be a removal from service for reasons other than discipline for just cause.

O. Special Procedure for Review and Arbitration of Suspensions of One Through Five Days

1. The parties agree to establish a Joint Association Management Panel consisting of one (1) person selected by the State and one (1) person selected by the Association and a third party neutral mutually selected by the parties. Each panel member shall serve on an ad hoc or other basis. The purpose of this panel is to review appeals from Department determinations upholding disciplinary suspensions of five (5) working days or less, excepting unclassified, provisional or probationary employees.

2. In order for a disciplinary appeal from the Association to be considered by the panel, the officer must submit his request to appeal to the Association President or his designee. The Association President or his designee must then submit a written notice of appeal with the Department (or Agency Head) or designee, who issued the decision upholding the disciplinary action. The State shall not be obligated or permitted to process any notice of appeal that is not submitted by the Association pursuant to the above process. Such written notice must be filed by the Association within ten (10) days of the issuance of such decision. The Department (or Agency Head) or designee will promptly forward a copy of such notice to the Office of Employee Relations and the Association together with a copy of the decision and any other documents that have been made a part of the record of the matter.

3. The panel shall meet once each month provided that there are at least six (6) matters to

be considered. The parties may mutually agree to schedule additional meetings if necessary. The agenda of each monthly meeting shall consist of all matters as to which the Association has requested panel consideration, provided that the request is received at least seven (7) calendar days prior to the scheduled date of the panel meeting. Ordinarily, no matter will be held pending hearing for longer than sixty (60) days.

4. The panel considerations shall be based upon the Department Head's or designee's decision and any documents that have been made a part of the record of the matter before such Department Head or designee. The State and Association panel members shall discuss each matter on the agenda and, with the assistance of the neutral panel member, attempt to jointly resolve the appeal. Where the State and Association panel do not agree as to the disposition of the appeal, the neutral panel member will issue a decision. The neutral panel member's decision will be final and binding in all minor discipline appeals.

5. The neutral shall maintain a written record of the disposition of each matter which shall be signed by each panel member. Unless mutually agreed to the contrary, the written disposition of each matter shall be made at the panel meeting at which it is considered, and a copy shall be provided to each panel member.

6. The parties will jointly select the neutral within 30 days of the ratification of this contract. The fees of the neutral panel member will be shared equally by the parties.

7. In addition to the members described in paragraph 1. above, each party may utilize one other resource person for each case brought before the panel.

ARTICLE XII

Seniority

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

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

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

2. Pursuant to N.J.A.C. 4A:2 – 6.2, absence without leave for five (5) or more consecutive days or failure to return from any leave of absence for five (5) or more consecutive business days shall be considered a resignation not in good standing.

D. In the case where an employee is promoted but does not successfully complete the probationary period, he shall be returned to his previous job classification unless he has been terminated for cause. His job classification seniority and State seniority continues to accumulate during such period.

E. Provisional appointments will not be made except in the case of an emergency as provided in N.J.S.A. 11:10-3 and 11:11-2. Where an examination is required, such will be scheduled at the earliest possible time.

F. During the normal probationary period of four (4) months, the employee will be advised of his progress at the end of the second and fourth months.

G. Every six (6) months the appointing authority shall post on bulletin boards a current seniority list and make copies of same available to the Association. Any disagreement concerning the accuracy of such lists will be made known to the employee's Personnel Officer within one (1) month of the date of posting and corrective action will be initiated at this level.

H. This Article shall not apply to the computation or application of seniority in determination of individual rights administered by the Civil Service Commission, such as layoff and promotional rights. In such circumstances, seniority determinations and applications shall be determined by the Civil Service Commission. The terms and conditions of seniority pertaining to layoff and promotions are fully set forth in statutes and in the Civil Service Regulations and are intended to be observed in this 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.

ARTICLE XIII

Salary Compensation Plan and Program

A. Administration

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

a. A system of position classification with appropriate position descriptions.

b. A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.

c. The authority, method and procedures to effect modifications as such are required. However, within any classification the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

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

3. Overtime earnings shall be paid on the regular bi-weekly payroll.

B. Compensation Adjustment

It is agreed that during the term of this Agreement for the period July 1, 2023 - June 30, 2027, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

Effective retroactive to the first full pay period on or after July 1, 2023, there shall be a $4,500 adjustment to all steps of the salary guides for all unit employees except for employees in parole titles.

Effective retroactive to the first full pay period after July 1, 2023, there shall be a three-and one-half percent (3.5%) increase applied to all steps of the salary guides for unit employees in effect as of June 30, 2023. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for all steps of each negotiation unit employee's range. Eligible employees shall receive the increase by

remaining at the step in the range occupied prior to the adjustment.

Effective retroactive to the first full pay period after July 1, 2024, there shall be a three- and one-half percent (3.5%) increase applied to all steps of the salary guides for unit employees in effect as of June 30, 2024. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for all steps of each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment.

Effective the first full pay period after July 1, 2025, there shall be a three- and one-half percent (3.5%) increase applied to all steps of the salary guides for unit employees in effect as of June 30, 2025. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for all steps of each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment.

Effective the first full pay period after July 1, 2026, there shall be a three- and one-half percent (3.5%) increase applied to all steps of the salary guides for unit employees in effect as of June 30, 2026. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for all steps of each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment.

2. New Step: Effective the first full pay period after July 1, 2025, a new step 11 will be added to the employee relations groups (ERG) 2, K, and KP salary schedules. Effective the first full pay period after July 1, 2025, employees who have been at the tenth step of the same range for 24 months or longer shall be eligible for movement to the eleventh step providing their performance warrants this salary adjustment.

3. Salary Increments: Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Agreement as follows:

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

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

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

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

4. Salary Upon Promotion: Effective as soon as practicable following ratification of this Agreement, any employee who is promoted to any job title represented by NJLESA shall receive a salary increase in accordance with N.J.A.C. 4A: 3 – 4.9. The parties recognize that this will

create an inequity for employees who were promoted prior to ratification, but nevertheless, the parties agree that only those promoted following ratification shall receive salary increases in accordance with N.J.A.C. 4A: 3 – 4.9.

C. Travel Compensation

Effective November 1, 2002, all employees serving in the title below, who are not provided transportation, shall be compensated at the rate of twenty-seven (27) cents per mile of travel to and from their place of assignment and permanent place of residence in excess of twenty (20) highway miles each way. Such payment shall not be started nor enlarged as the result of an employee voluntarily moving his/her residence at a time that is not coincidental to a change in their place of assignment.

This reimbursement shall be made monthly commencing in the first full calendar month after the signing of this agreement and shall be made to only those eligible employees serving in the following titles:

State Park Police Sergeant
Conservation Officer II
Police Sergeant, Human Services
Principal Marine Police Officer

D. Cooperative Effort

The parties to the agreement understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort particularly during this period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvements which may assist in realizing that objective. This provision is not intended to nullify or modify any portion of this Agreement.

ARTICLE XIV

Vacations

A. Vacation Allowance

Permanent employees shall be granted vacation leave with pay as follows:

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

Vacation allowance must be taken during the current calendar year at such time as permitted or directed, except where there is mutual agreement or pressure of work, then a maximum of one (1) year of earned vacation allowance may be carried forward into the next succeeding year. Where an employee has earned vacation credit in excess of a one (1) year allowance as of October 31, the employee will meet with his supervisor to schedule such vacation time.

B. Vacation Schedule

1. It is understood that the current program to schedule vacation time at each institution or workstation will be continued and that such program will include a procedure for advance schedule of vacation time. Conflicts concerning dates of vacations will be resolved within the work unit on the basis of job classification seniority.

For all non-corrections employees, each department shall have the option to handle vacation leave requests by granting such requests on a first-come first serve basis, with conflicts to be resolved on the basis of job classification seniority only when two requests are submitted simultaneously.

2. Whenever limitations are imposed on the scheduling of vacations because of operational requirements in a work unit, the agency involved will clearly establish and publish the rules and regulations. The total number of weeks of available vacation for each work unit during each of the periods outlined below shall be determined by the agency and the regulations as to scheduling such vacation shall not violate the following criteria:

a. Each employee shall have the opportunity to take at least one (1) week of summer vacation during the period between the week in which May 15 occurs through the week in which September 15 occurs. The choice of available time shall be made by employees on the basis of job classification seniority. It is understood and agreed by the parties that the intent of this provision is to allow an employee to take at least one week of vacation time during the time period specified in the contract language. It is further understood that one week of vacation time only establishes the minimum amount of time that management must grant to an employee upon request. The contract language does not bar management from approving additional vacation time, if operations permit.

b. During at least three (3) individual or consecutive months of the year the maximum allowable vacation for which an employee may apply shall not be less than three (3) consecutive weeks.

c. During at least six (6) individual or consecutive months, including those months in b. above, the maximum allowable vacation for which an employee may apply shall not be less than two (2) consecutive weeks.

d. During the remainder of the calendar year the maximum allowable vacation for which an employee may apply shall not be less than one (1) week.

e. None of the allowance limits stated above are intended to preclude the granting of lesser periods of vacation if requested by an employee or granting full use of vacation when it can be allowed.

f. It is understood that due to seasonal workload requirements or emergencies, the agency may select months in which no vacations can be scheduled except that the provision of a. above may not be violated.

g. It is also understood that when such limitations apply, but the employees in the agency do not fully subscribe for the amount of vacation leave which the work unit has determined can be available, then other employees in the work unit who wish to utilize more of their earned and available vacation than would normally be allowed shall be given reconsideration and, where reasonable, allowed to schedule such additional time even if in excess of the established rules.

h. Should the agency propose new rules and regulations concerning vacation scheduling, they shall be discussed with the employee representatives before they are finalized and become operable.

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

3. Where the vacation schedule is established but there is a need to adjust the schedule due to unforeseen pressure of the work, after voluntary changes are made, the employees named and required to make a change will be in inverse order of their seniority except that consideration will be given to a substantial commitment made by the employee involved. Vacation schedules shall

not be changed later than thirty (30) days prior to the vacation unless mutually agreed upon or in case of emergency.

C. Payment For Vacation

1. Upon separation from the State, or upon retirement, an employee shall be entitled to vacation allowance for the current year on a prorated basis consistent with N.J.A.C. 4A:6 – 1.5 and N.J.S.A. 11A:6 – 2.

2. If a permanent employee dies having vacation credits, unused vacation leave shall be paid to the employee's estate pursuant to N.J.A.C. 4A:6 – 1.2(j).

ARTICLE XV

Holidays

A. The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day
Martin Luther King's Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday in May)
Juneteenth
Independence Day
Labor Day
Columbus Day (2nd Monday in October)
Election Day
Veteran's Day (November11)
Thanksgiving Day
Christmas Day

In the event any of the above statutory holidays fall on a Sunday, they shall be celebrated on the following Monday. In the event any of the above statutory holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

The statutorily prescribed holidays, including any subsequent amendments thereto shall be the holidays recognized for purposes of this agreement.

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

ARTICLE XVI

Personal Preference Days

During the month of November in the preceding calendar year, employees may submit requests for alternative holidays to those specified to be celebrated within the calendar year, which shall be dates of personal preference such as religious holidays, employee's birthday, employee anniversary or like days of celebration provided:

a. the agency employing the individual agrees and schedules the alternative date off in lieu of the holiday specified and the employing agency and employee's function is scheduled to operate on the specified holiday, such agreement shall

not be unreasonably withheld;

b. the alternative day off in lieu of the holiday, other than Christmas, must occur after the specified holiday. Preference days in lieu of Christmas may be taken before the holiday,

c. the employee shall be paid on the holiday worked and deferred at his regular daily rate of pay;

d. the commitment to schedule the personal preference day off shall be non-revocable under any circumstances. The employee must actually work on the holiday that he/she agreed to work in exchange for the personal preference day in order to be entitled to the personal preference day. Moreover, under no circumstances shall there be compensation for personal preference days after retirement and employees shall be docked for any personal preference days that were utilized based upon the expectation of continued employment through the calendar year. Notwithstanding the foregoing, when an employee has already selected a personal preference day and worked the corresponding holiday as promised, and the employee gives at least ten (10) days written notice that he/she will be in no pay status for a period of at least twenty (20) days due to a documented medical condition, the employee may request that the personal preference day be rescheduled to a later date and such request shall be considered in light of operational needs;

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

f. Where more requests for personal preference days are made than can be accommodated for operational reasons within a work unit, the job classification seniority of employees in the work unit shall be the basis for scheduling the personal preference days which can be accommodated.

g. These provisions shall only be applicable to employees that work in institutions that are required to be manned 24 hours per day, seven (7) days per week.

ARTICLE XVII

Administrative Leave

A. Employees shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.

Administrative leave may be used for unscheduled absences, personal business, personal affairs or observation of religious or other days of celebration but not holidays.

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

C. Administrative leave shall be granted by the appointing authority upon request of the employee and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved. When an employee requests the use of administrative leave for unscheduled purposes, the employer can require that the employee provide documentation to support the unscheduled nature of the absence within 72 hours of return to work. So long as documentation is timely provided by the employee when required, leave shall not be denied.

Consistent with N.J.A.C. 4A:6 – 1.9, priority in granting such requests shall be (1)

emergencies, (2) religious holidays, (3) personal matters. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of title seniority and the maximum number of such requests shall be granted in accordance with the first paragraph of C. Administrative leave may be scheduled in units of one-half (1/2) day, one (1) day or more than one (1) day.

D. Such leave credit shall not accumulate. Unused balances in any year shall be cancelled.

ARTICLE XVIII

Special Time Off

A. Emergency or Special Observations

Whenever the Governor may declare a special emergency or observation of any event of State or national concern and authorizes time off to employees of the State for the observation of such event, those employees covered by this Agreement who are required to work during the period of the authorized time off shall be compensated for such hours worked as outlined in Article XXVI, Hours of Work, and Article XXVII, Overtime.

B. Other

Whenever the Governor may declare time off for all employees (such as a day preceding or following an existing holiday) those who are required to work on that day shall be compensated for such hours worked by being granted equivalent time off at other times in accordance with the Governor's proclamation, or as provided by the appointing authority and, if operationally feasible, as requested by the employee. If the time off occurs on a seven (7) day operation employee's regular day off, he/she shall be granted equivalent time off in accordance with the above provision.

ARTICLE XIX

Compensatory Time Off

A. When employees accumulate compensatory time balances, the administrative procedures of the department involved shall be followed to assure the employee that such compensatory balances will not be taken away but will be scheduled as time off or alternatively paid in cash.

B. Compensatory Time Requests

1. Employees 'requests for use of compensatory time balances shall be honored, so long as the request is received by the employer at least 48 hours in advance. Requests for use of compensatory time may, in the sole discretion of management, be rejected in all circumstances if this advanced notice is not provided, including circumstances that were previously referred to as "emergency comp time." Further, notwithstanding this notice, a request for compensatory time may be denied only in circumstances when it cannot be accommodated for operational reasons. If denied, an alternate day may be requested, and such request will be given preferential treatment but shall not require "bumping" another employee from a previously scheduled day off. Any grievance resulting from management's discretion to reject a request for the use of comp time pursuant to this section shall not be subject to arbitration. Priorities in honoring requests for use of compensatory time balances will be given to employees.

2. Notwithstanding the provisions set forth in subsection (1) above, when the rejection of an employee's request for use of compensatory time would force an employee into no pay status, but where the employee still has one (1) or more accrued comp days standing to his/her credit, the employee shall be permitted to utilize a compensatory day to be paid for the day. Notwithstanding

the fact that the employee is paid for the day, the employee may still be subject to discipline in accordance with the department's attendance policy.

3. Priorities in honoring requests for use of compensatory time balances will be given to employees:

a. where scheduled one (1) month in advance,

b. where shorter notice of request is made.

Requests for use of such time under 1 and 2 herein will be honored except where emergency conditions exist or where the dates requested conflict with holiday or vacation schedules.

C. An employee may be required to schedule compensatory time off in keeping with the needs within a work unit. Reasonable notice will be given to the employee.

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

ARTICLE XX

Sick Leave

A. The sick leave policy shall be as follows:

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

2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on that basis and in accordance with established State policy.

B. In all cases of illness, the employee is required to notify his superior of the reason for absence. Notification will be given to the designated person at the earliest possible time but in no event less than one (1) hour before the scheduled starting time. In cases of sudden illness or emergency, exceptions may be granted by the proper authority.

If special circumstances require an earlier notification time, management and the Association will work the problem out and establish the notification time.

If the duration of absence exceeds two (2) consecutive days, it will be necessary to report on every third day. Failure to report absences or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action. In addition, when the duration of the employee's absence is three or more consecutive workdays, the employee shall be required to substantiate the basis for the sick leave by providing a personal physician's certificate, which must be provided to management within three days following the employee's return to work, not including the employee's regular days off.

C. Sick leave for absences of more than five (5) days must be requested by the employee in writing to his immediate supervisor. In addition, the employee must submit a written and signed statement by a personal physician prescribing the reasons for the sick leave and the anticipated duration of the incapacity to human resources.

D. If there is a death in the family as defined in the State Sick Leave Program and an employee has exhausted his sick leave balance, he shall be granted leave without pay or may charge leave

against vacation or administrative leave or compensatory time balances for up to three (3) days upon his request to the appointing authority. In exceptional situations, the time limit may be extended at the discretion of the appointing authority.

E. Sick Leave While on Vacation

1. When an employee is on vacation and requires sick leave for any portion of that vacation leave, he must immediately request the use of accumulated sick leave, in accordance with State regulations, through the designated authority. Such requests may be made by telephone, telegram or letter, but if by phone, should be confirmed by telegram or letter to clearly establish time of request. No sick leave will be credited unless supporting medical evidence verifying the illness or injury which would have precluded working is presented.

2. The employee's use of accumulated sick leave for a short period of emergency attendance upon a member of the immediate family critically ill, and requiring his presence, may be approved if a proper request is made and evidence of the need presented as required in 1. above.

F. All sick leaves are subject to approval.

G. Employees will not be charged for sick leave on a holiday or for the scheduled day off in lieu of a holiday.

H. Whenever a permanent employee enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave, he shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation payment to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed $15,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

ARTICLE XXI

Bereavement

Beginning July 1, 2024, and subject to CSC implementation processes, an annual one (1) day bank of time will be established for bereavement leave. The one (1) day bank of bereavement leave will be created by the Civil Service Commission. Each year thereafter, the one (1) bereavement day per year will be available on January 1. The bereavement day will be 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 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.

ARTICLE XXII

Special Leave

A. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law; or when required to perform emergency

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

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

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

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

ARTICLE XXIII

Pregnancy - Disability Leave (Maternity Leave)

A. Permanent employees covered by this contract shall be entitled to pregnancy -disability leave as hereinafter set forth and consistent with Civil Service Regulations.

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

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

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

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

F. Male employees who desire leave at the time of the birth of their child may request the use of up to one week of earned vacation, administrative leave or compensatory time. Such request must be made at least three weeks in advance of the expected need and will be honored if operationally feasible.

ARTICLE XXIV

Leave of Absence Without Pay

A. A permanent employee, upon written application setting forth the reason, may be granted a

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

B. The appointing authority shall request approval from the Civil Service Commission for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the Association or the State Association. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding four (4) years. This privilege may be extended to a maximum of three (3) employees at any one time.

C. All requests for leave of absence or renewal are subject to approval.

ARTICLE XXV

Leave for Association Activity

A. The State agrees to provide a total of 195 days per year of paid leave for delegates of the Association to attend to Association activities.

B. This leave is to be used exclusively for Association activities for which approval pursuant to Section D required. In consideration for the number of leave days set forth in paragraph A above, the parties hereby agree to eliminate the distinction between a "chargeable" and a "non-chargeable" day. Except as expressly set forth in paragraph C of this provision, all leave for Association activities shall be chargeable, including but not limited to: (i) graduation ceremonies, (ii) random urine selection process, (iii) joint safety and health committee meetings held on the departmental level, and (iv) employee relations meetings that occur on the departmental level.

C. The following sets forth the sole and exclusive circumstances where the Association shall be permitted leave for Association activity, but shall not be required to utilize the days of leave for Association activity provided in paragraph A above:

1. Convention leave that is taken pursuant to, and in accordance with, the provisions of New Jersey law and ordinarily granted under that statute.

2. Employee Relations Meetings or Joint Safety and Health Committee Meetings that occur at the departmental level to the extent that they are required by the department on more than a quarterly basis. An Employee Relations Meeting shall be defined as any meeting that the Administration agrees to participate in that relates to aspects of the Collective Bargaining Agreement, terms and conditions of employment, or pay and benefits for Association members. This definition shall not include meetings that relate to an individual employee's grievance or individual employee's discipline. A Joint Safety and Health Committee Meeting shall be defined as any meeting that the Administration agrees to participate in that affects the health, safety, or welfare of the employees and/or inmates employed with or housed by the New Jersey Department of Corrections.

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

3. Leave taken by representatives of the Association to represent Association members

at: (i) hearings or appearances before an Administrative Law Judge at the Office of Administrative Law, (ii) arbitration hearings, conferences or appearances, (iii) proceedings at the New Jersey Public Employment Relations Commission, (iv) appearances at alternative dispute resolution and/or JUMP Panel meetings, hearings or conferences, (v) pre-arbitration conferences held in accordance with Article X, Section H, Step 3, paragraph 1, or (vi) Laudermill hearings.

4. The State agrees that during working hours, on its premises and without loss of pay, Association representatives properly designated by the union president shall be allowed to:

a. represent employees or assist counsel in representing employees in the negotiating unit at grievance proceedings or departmental disciplinary hearings; also to represent employees at investigative interviews in accordance with Article XI, Section L, paragraph 2 (Weingarten representatives); these activities must be done by the on-site representative unless the on-site representative is unavailable, in which case the Association can designate a replacement to act as the representative. The sole exception to this requirement is where the Association President or a member of the Association's Executive Board has requested to represent an employee instead of the on-site representative pursuant to Article X (H) (step one) or Article XI (F) of the Agreement based on showing of a particular need to assist in the grievance or hearing, and such request has been granted by the Office of Employee Relations.

b. Submit Association notices for posting;

c. Attend negotiating meetings or contract negotiation sessions with the State if designated as a member of the negotiating team to a maximum of twelve (12) employees. Provided, however, that where the representative, upon completion of the representational activities set forth in Section C(2), C(3) and C(4), above, could return to work with at least one (1) hour remaining on his/her scheduled shift, such representative must return to work and complete the remainder of his or her scheduled work shift. The determination of whether the representative could return to work with at least one (1) hour remaining on his/her scheduled shift shall take into account reasonable travel time from the location of the representational activity back to the representative's work location.

D. Application for any leave pursuant to this Article shall be submitted in writing to the Governor's Office of Employee Relations at least fourteen (14) days in advance to be reviewed for contractual compliance, and then forwarded to the affected department to determine if the request will cause an undue hardship on the department. Timely requests will not be unreasonably denied. Leaves will only be granted to individuals authorized by the Association President.

E. Any leave not utilized by the Association in a yearly period shall not be accumulated except where a written request of the Association for carry over of such leave for a particular purpose is made not later than ten (10) calendar days following the end of the year period. This request may be approved in whole or in part by the State.

F. In addition, the State agrees to provide leave of absence without pay for delegates of the Association to attend Association activities approved by the State. A total of thirty-five (35) days of such leave of absence without pay may be used during the period July 1, 2023 to June 30, 2024; thirty-five (35) days of such leave may be used during the period July 1, 2024 to June 30, 2025; thirty-five (35) days of such leave may be used during the period July 1, 2025 to June 30, 2026; and thirty-five (35) days of such leave may be used during the period of July 1, 2026 to June 30, 2027. This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leaves of absence with pay.

ARTICLE XXVI

Hours of Work

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

B. 1. All employees shall be scheduled to work a regular shift as determined by the appointing authority which work shift shall have stated starting and quitting times.

2. Employees shall be given as much advance notice as possible of permanent or temporary shift changes which affect them.

C. Normally, when an employee is called into work outside his regular shift, he will be provided a full work shift or the balance of the shift to which he is called. When an employee is called into work outside his regularly scheduled shift, he shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

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

E. Employees who are designated as "NE" may be treated as exceptions to the provisions of B. 1 and D.

F. As a general rule, when an employee's normal work schedule is made up, his normal days off will be scheduled on consecutive days in accordance with the needs and operational effectiveness of the agency for which he works.

G. Where conditions of work permit, a rest period of fifteen (15) minutes shall be provided during each one-half (1/2) shift and employees who are required to work beyond their regular quitting time into the next shift may receive an additional fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

H. Effective November 1, 2002, Correction Sergeants shall be employed on a normal work schedule of eight (8) hours per day (forty (40) hours per five (5) day week). Each Correction Sergeant shall have thirty (30) minutes for mealtime within each work shift which shall be duty status. The overtime provisions of this Agreement shall pertain to all time worked beyond those normal work schedules.

ARTICLE XXVII

Overtime

A. Overtime will accrue and compensation will be made in compliance with the Civil Service Commission Rules and Regulations. Eligible employees will be compensated at the rate of time and one-half (1 and 1/2) for overtime hours accrued in excess of the designated work week. These compensation credits shall be given in compensatory time or in cash.

1. For the purpose of computing overtime, all paid holiday, sick hours, and vacation hours, whether worked or not, for which an employee is compensated shall be regarded as hours worked. Overtime pay shall not be pyramided.

2. "Scheduled overtime" means overtime assigned prior to the day on which it is to be worked.

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

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

5. When a scheduled work shift extends from one (1) day to the next, it is considered to be on the day in which the larger portion of the hours are scheduled, and all hours of the scheduled shift are considered to be on that day.

B. 1. The State will give advance notice of all scheduled overtime to each employee concerned. Such scheduled overtime will be assigned minimally in units of one (1) hour and in hourly or half-hourly increments thereafter when such overtime is to be performed contiguously to the employee's scheduled work shift. When overtime is scheduled not contiguous to the employee's work shift, it will be assigned minimally in units of two (2) hours and in hourly or half-hourly increments thereafter. All such scheduled overtime will be in accordance with the provisions expressed in "Scheduling of Overtime".

2. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours work except when the end of the call-in period coincides with the beginning of his regularly scheduled shift. When an employee on the job is required to work non-scheduled overtime, notice of at least two (2) hours shall be given where the circumstances which make the assignment necessary are known sufficiently in advance to provide such notice.

3. Where incidental overtime assignments are made, records of all such time worked shall be kept on a daily basis and shall be paid on a minute-by-minute basis and paid in cash or compensatory time at the rate of time and one-half (1 1/2) in the pay period in which the incidental overtime is performed. Notwithstanding the foregoing, it is recognized by the parties that incidental overtime may not be paid on a minute-for-minute basis for employees at: (1) the Department of Transportation, (2) the Department of Environmental Protection, (3) Richard Stockton College, and (4) William Paterson University.

C. Employees who are required by the employer/appointing authority to be on-call and required to perform work without reporting to the workplace shall be compensated in accordance with the policies of their appointing authority. Prior to implementation, the appointing authority and Office of Employee Relations will meet with the union to discuss the negotiable aspects of any such policy.

If the time worked while on-call is overtime, applicable overtime rates will apply. However, the terms of this article, Article XXVI, "Overtime", do not apply to work performed while on-call outside of the workplace.

ARTICLE XXVIII

Scheduling of Overtime

A. It is agreed that scheduled overtime work shall be shared by all employees in an occupational classification within any work unit without discrimination. The opportunity to work scheduled overtime shall be extended to each employee on a rotational basis provided the employee is capable of performing the work. It is further agreed that the special abilities and/or prior experience of certain officers may be taken into account in making overtime assignments. Additionally, management reserves the right to make the appropriate overtime assignments where emergency conditions exist. The declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

B. Each employee is expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime assignment with a reasonable excuse will not be subjected to

disciplinary action.

C. On a semi-annual basis commencing with the implementation of this provision, the distribution of overtime shall be evaluated and assignments of overtime made thereafter shall reflect the approximate equalization of overtime for each employee in the work unit by job classification. For the purpose of determining approximate equalization of overtime, any overtime assignment offered, whether or not worked, will be considered as if it were worked.

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

D. Lists showing the rotational order of each employee and the total overtime worked and refused by each employee shall be maintained in the work unit. Such lists shall be made available for inspection on request to Association Officers and employees concerned.

E. An overtime assignment is accepted subject to all appropriate rules and regulations of the State or Department and provisions of this Agreement.

ARTICLE XXIX

Transfer and Reassignment Rights

A. Upon any reassignment of a permanent employee from one work site to another within the same department, all sick leave, vacation leave, and accrued compensatory time shall be transferred with the employee.

B. Involuntary transfers of State Park Police Sergeants shall be determined on the basis of job classification seniority and shall not be for a period of more than 180 days within a calendar year, except in cases of an emergency requiring a longer period of time. Also, no State Park Police Sergeants shall be involuntarily transferred more than once during any calendar year. Moreover, the State will use best efforts not to involuntarily transfer any State Park Police Sergeant out of region.

ARTICLE XXX

Reassignment and Job Posting

A. In the DOC and JJC, employees to be affected by an involuntary shift reassignment that will result in a change to the time the employee is to report to work (i.e. reassignment from 1st shift to 2nd shift or 3rd shift) shall be given five (5) days' notice of the reassignment. The foregoing requirement shall be inapplicable to matters where the reassignment is effectuated due to EED investigations, investigations revolving around alleged criminal misconduct, or where circumstances require immediate action. Outside of the DOC and JJC, employees to be affected by reassignment will be given maximum possible notice of the reassignment.

B. Requests for voluntary reassignment to another facility within the organizational unit or department shall be given consideration and shall not be subject to the limitation in Paragraph E of this Article.

C. An employee desiring reassignment to any job in his organizational unit or department may submit an application through his supervisor in writing to his Personnel Officer stating the reasons for the request.

D. When personnel changes in a work unit provide opportunities for shift or schedule changes, interested employees may apply for desired assignments to the work unit supervisor.

E. All members of the collective bargaining unit are entitled to request two (2) reassignments on a department wide basis in a twelve (12) month period beginning on the date of the award of the first reassignment. For example, if an officer is awarded a reassignment on April 1, 2017, and is then awarded a reassignment on October 1, 2017, he or she will not be entitled to request another reassignment until April 1, 2018.

F. Job Posting

Any new or vacant position which the appointing authority desires to fill and which is not filled by a reassignment made in accordance with the provisions of paragraphs A. through D. of this Article shall be posted for a period of seven (7) days. The managerial decisions as to the selection or non-selection of any employee shall not be subject to the arbitration process as described in Article X. An employee's job classification seniority will be taken into consideration by management in selecting the applicant who management deems possesses the requisite qualifications for the position. Job postings shall be posted at all appropriate duty stations. If an employee so requests, management will provide a reason for the denial of the employee's reassignment opportunity to a new or vacant position.

With the exception of the Department of Corrections, departments have the option of forwarding all job postings to the appropriate union representative via email and posting them on its intranet site as an alternative to posting paper copies on the bulletin boards and faxing them to the union provided all employees have access to the intranet site.

ARTICLE XXXI

Out-of-Title Work

A. Employees shall be assigned work appropriate to and within their job classification. The assignment of out-of-title work on a regular and continuing basis, exclusive of stand-in for limited periods for vacation, sick leave or other leaves, shall be avoided. Instances of such out-of-title work identified by the Association and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest possible time, which shall in any case be no later than three (3) months from the time of notification by the Association. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to the Civil Service Commission. Any dispute concerning the phasing out period will be resolved through the grievance procedure.

B. Each employee shall be furnished with a copy of the job specification for the position in which he or she is employed upon request.

ARTICLE XXXII

Position Classification Review

The Association may request a reevaluation of a position (job classification), on the basis of job content change only. The State will review such a request and will re-evaluate the position, provide an opportunity for the Association to present its views, and render a written decision.

Implementation of any resulting reclassification of position shall be made consistent with normal procedures and availability of funds.

This provision shall not be abused.

ARTICLE XXXIII

Layoff and Recall

A. When it is necessary to lay off employees, the Association shall be notified at once and the conditions outlined below, and the established protections administered by the Civil Service Commission shall be observed.

B. Permanent employees within an organizational unit will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected. These non-permanent employees will be given minimum notice of at least two (2) weeks of any reduction in force.

C. The State will provide a minimum of forty-five (45) calendar days' notice of layoff to any permanent employee to be affected.

D. Title seniority (previously "job classification seniority") as defined by N.J.A.C. 4A: 8 – 2.4) shall be a determining factor to be considered when identifying which permanent employees are to be laid off.

E. Whenever possible, the State will try to avoid layoffs by transferring, reassigning or offering to demote employees to available vacancies.

F. Permanent employees affected by layoff requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided.

G. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification or equated job classification and no new employee shall be hired until all employees on layoff status desiring to return to work shall have been recalled, provided such employees on layoff status are capable of returning to work. The employee must provide the employer with any address change while waiting for recall.

H. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority, subject to the limitation that those permanent employees who were laid off first for reason of an unsatisfactory performance rating shall be placed on a special reemployment list in accordance with their seniority credits. Notice of recall will be made in writing by mail to the employee's home address of record.

I. 1. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.

2. An employee recalled to his former job classification must report for reinstatement or be considered to have abandoned his recall rights.

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

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

K. Layoff in Unclassified Service

In the event there is a layoff affecting the unclassified employees in this unit, it is agreed that the terms and conditions surrounding the definition and application of seniority by the Civil Service Commission regulation shall be applied to those employees affected as though the regulations were applicable.

L. It is recognized that the provisions of paragraphs A through J above are illustrative portions of the layoff and recall rights established under Civil Service Statutes and Regulations and that the overall system is administered by the Civil Service Commission.

ARTICLE XXXIV

Safety

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and will continue to provide appropriate safety devices for their protection and to provide a reasonably safe and healthful place of employment.

B. The State agrees to provide adequate and regularly maintained sanitary facilities for employee use. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

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

D. Employees shall not be required to work under conditions of work which are determined to present an imminent hazard to safety or health. An employee whose work is temporarily eliminated as a result of the foregoing, may be assigned on an interim basis to other work which the employee is deemed to be qualified to perform.

E. The State and the Association shall establish a Joint Safety and Health Committee consisting of four (4) members appointed by each party. One meeting will be scheduled annually to discuss safety and health problems or hazards and programs and to make recommendations concerning improvement or modification of conditions regarding health and safety. The Association shall supply an agenda when requesting a meeting. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

F. In the event of an on-the-job injury requiring professional medical attention, the State will expedite such medical attention by calling for an ambulance if required, or, if the injured employee can be moved, arranging transportation to a competent medical facility. Time off required for medical attention on the date of such injury shall not be charged against his accumulated sick leave balance. In the event an employee requires follow-up medical care for a work related injury, the parties agree to adhere to the provisions of N.J.S.A. 34: 1 – 1 et seq. and N.J.A.C. Title 12, Chapter 235.

G. It is understood that references to safety and health hazards and conditions of work referred to in this article are not intended to include those hazards attendant to the employment of these employees as policemen, and which represent the risks normally associated with such employment.

H. Any arbitrator's decision or award interpreting or applying section A of this Article shall be advisory and non-binding as specifically noted in Article X, Section H.5, Grievance Procedure.

ARTICLE XXXV

Fringe Benefits

A. State Health Benefits Program

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

1. The State Health Benefits Program is applicable to employees covered by this Contract. It is agreed that, as part of that program, the State shall continue the Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78. The State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out-of-pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participants' costs for all plans in the program and has the sole discretion to determine the plan offering and coverage levels under the program.

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

3. Medicare Reimbursement – Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

4. As soon as practical after ratification, the new NJ Direct plan (available to employees hired prior to July 1, 2019) and NJ Direct 2019 plan (available employees hired on or after July 1, 2019) will be the only PPO Plan available to active negotiations unit members.

B. Contributions Towards Health and Prescription Benefits

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

    - Active members participating in an HMO plan or High Deductible Plan (HDHP) will contribute a percentage of premium.
    - Active members participating in a Tiered Network plan shall contribute at a rate that is equal to 75% of the new PPO plan contribution rate.
    - The contribution rates for available plans may be found on the Division of Pension and Benefits website.

2. Effective for benefits plan year starting January 1, 2021, the employee contribution amounts are subject to the agreed upon 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 Plan Design Committee.
3. The amount payable by any employee, pursuant to N.J.S.A. 52:14-17.28(c)(2) (added by L. 2010, c.2) shall not under any circumstance be less than the 1.5 percent of the base salary. No employee shall contribute more than the employee would have contributed under section 39 of P.L. 2011 c. 78 (C. 52:14-17.28c)
4. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan and provide a certification to the State that he/she has other health insurance coverage, the State will waive the contribution for the employee.
5. An employee on leave without pay who receives health and prescription drug benefits provided by the State Health Benefits Program shall be required to pay the above-outlined contributions and shall be billed by the State for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.
6. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
7. Eligible negotiations unit employees and their spouses who complete the NJ Well Program shall each receive a $350 incentive payment.

C. Dental Care Program

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78. Through December 31, 2011, active eligible employees are able to participate in the Dental Care Program as described in the parties' July 1, 2007 – June 30, 2011 collective negotiations agreement. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan offering and coverage levels under the program.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected, e. g. individual employee only, husband and wife, parent and child or family coverage.
3. Each employee shall be provided with a brochure describing the details of the Program, enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

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

D. Eye Care Program

1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a $80 payment for prescription eyeglasses with regular lenses and a $90 payment for

such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2025, and only one (1) payment during the two (2) year period commencing July 1, 2025. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

2. Eligible dependents of full-time employees shall be eligible for a maximum payment of $45 or the non-reimbursed cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2025, and only one payment during the two (2) year period commencing July 1, 2025.
3. Proper affidavits or forms and submissions of receipts are required of the member in order to receive payment.

E. Insurance Savings Program

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

F. Health Insurance for Retirees

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

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

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

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

The provisions of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article X.

G. Temporary Disability Plan

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

H. Deferred Compensation Plan

It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees. It is further understood that the maximum amount of deferrable income under this plan shall be consistent with the amount allowable by law.

ARTICLE XXXVI

Uniform Allowance

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

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

- $1,840.00 in January 2024 to those employees with at least one (1) year of service as of December 31, 2023.
- $1,840.00 in January 2025 to those employees with at least one (1) year of service as of December 31, 2024
- $1,840.00 in January 2026 to those employees with at least one (1) year of service as of December 31, 2025.
- $1,840.00 in January 2027 to those employees with at least one (1) year of service as of December 31, 2026.

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

- $1,100.00 in July 2023 to those employees with at least one (1) year of service as of June 30, 2023.

- $1,100.00 in January 2024 to those employees with at least one (1) year of service as of December 31, 2023.
- $1,100.00 in July 2024 to those employees with at least one (1) year of service as of June 30, 2024.
- $1,100.00 in January 2025 to those employees with at least one (1) year of service as of December 31, 2024.
- $1,100.00 in July 2025 to those employees with at least one (1) year of service as of June 30, 2025.
- $1,100.00 in January 2026 to those employees with at least one (1) year of service as of December 31, 2025.
- $1,100.00 in July 2026 to those employees with at least one (1) year of service as of June 30, 2026.
- $1,100.00 in January 2027 to those employees with at least one (1) year of service as of December 31, 2026.

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

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

No uniform allowance will be paid to employees who are not required to purchase a uniform and wear it for work. In the event, additional employees are required to purchase and wear uniforms for work, during the term of this agreement, the State agrees to negotiate with the union about the appropriateness of a uniform maintenance allowance for the affected employees.

ARTICLE XXXVII

Travel Regulations

Employees are not required to provide privately owned vehicles for official business of the State. However, when an employee is authorized to utilize his privately-owned automobile for

official business of the State, the employee, on a voluntary basis only may provide the use of said vehicle for the authorized purpose and will be reimbursed for mileage at a rate per mile provided by State law. The State requires each individual accepting such authorization to maintain insurance for personal liability in the amounts of $25,000 for each person and $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 their employees for personal injuries and property damage caused by the negligence of said employees while operating their privately owned vehicles on the authorized business of the State.

When an employee is authorized to utilize his own vehicle for travel on a temporary assignment, he shall be reimbursed for the mileage as provided by State law. Business travel is conducted and regulated by law: NJSA 52: 19 – 10 and regulations promulgated thereunder and NJSA 59: 1-1 et. seq.

ARTICLE XXXVIII

Tuition Refund and Employee Training

A. Tuition Refund

The tuition aid program shall be administered consistent with N.J.A.C. 4A:6 – 4.6.

B. Employee Training

The State shall continue to offer training programs of proven worth, which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. Such offering may be regulated or limited by availability of funds or other factors. The parties agree that any specialized training offered by the appointing authority shall be posted for a period of 14 days, and that training assignments shall be equalized to the extent possible.

C. 4A:6 – 4.6 Tuition aid program: State Service – the purpose of this section is to notify unit employees of the terms of this program.

(a) Each State department or agency, subject to available appropriations, shall establish a tuition aid program, available to eligible employees to complete undergraduate, graduate, technical or supplemental coursework at an accredited educational institution which relate to current or planned job responsibilities.

(b) The tuition aid program may be submitted for approval as part of the HRD plan (see N.J.A.C. 4A: 6 – 4.3) or as a separate plan for approval by the Department of Personnel and shall include:

1. Employee eligibility criteria and acceptable grades and course completion for reimbursement;
2. Amount of funds allocated for tuition aid;
3. Name of the individual charged with administering the program;
4. Amount and form of reimbursement; and
5. Procedures for notifying employees of approval or disapproval.

(c) Any amendment to the plan must be submitted for approval at least one month prior to implementation.

(d) No employee shall receive tuition aid per semester in an amount that exceeds the cost of six credits at a New Jersey State College or Rutgers, the State University, whichever is higher.
(e) Reimbursement shall be made upon evidence of satisfactory completion of the courses as determined by the department or agency.
(f) Notice, eligibility and application procedures for tuition aid shall be posted throughout the department or agency.
(g) Each State department or agency shall also submit semi-annual reports to the Department of Personnel in such form and detail and according to such time schedule as the Department shall prescribe and include:
    1. Names and title of all employees receiving tuition aid;
    2. Amount of aid received by each employee;
    3. Equal employment and affirmative action data;
    4. Information relating to the course and educational institution; and
    5. Other information as may be requested by the Commissioner.

ARTICLE XXXIX

Use of State Facilities

Association representatives may request use of available space and equipment for the storage of papers and files of the Association local. Provisions of such space shall not be unreasonably withheld when available; however, the provision of space shall not take priority over essential operational uses and the State shall incur no responsibility for the security or safety of any Association materials nor any liability for loss or damages which may occur. Further, the Association may be permitted to furnish file cabinets or other equipment related to the commitment above and under the same conditions. The permission to utilize facilities of the State may be withdrawn at any time for cause.

ARTICLE XL

Maintenance of Benefits

A. The fringe benefits, which are substantially uniform in their application to employees in the unit, and which are currently provided to those employees, including, but not limited to, the Health Benefits Program, the Life Insurance Program, the Prescription Drug Program and their like, shall remain in effect without diminution during the term of this Agreement unless modified herein, changed pursuant to statutory authority or by subsequent agreement of the parties.

B. Other substantial benefits, not within the meaning of paragraph A above, currently enjoyed by an employee or a group of employees which are not in contradiction to current State law, regulation or policy and which are not in contradiction with other provisions of this Agreement shall remain in effect during the term of this Agreement and the continuation of the employee in his present assignment, provided that the continuance of such substantial benefit is not unreasonable under all of the circumstances and provided that if the State changes or intends to make changes which have the effect of substantial modification or elimination of such substantial benefits, the State will notify the Association and, if requested by the Association within ten (10) days of such notice or within ten (10) days of the date on which the change would reasonably have become known to the

employees affected, the State shall within twenty (20) days of such request enter negotiations with the Association on the matter involved providing the matter is within the scope of issues which are mandatorily negotiable under the Employer-Employee Relations Act as amended and, further, if a dispute arises as to the negotiability of such matters that the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

It is further agreed that the State shall refrain from implementation of changes in the circumstances where the obligation to negotiate has been mutually agreed until such time as there has been a reasonable opportunity for the position of the parties to be fully negotiated in good faith.

It is further understood that the absence of mutual agreement as to the obligation to negotiate is not construed to be a waiver of any rights of the parties under the provisions of the Employer-Employee Relations Act as amended.

ARTICLE XLI

Effect of Law

A. Legislative Action

1. If any provisions of this Agreement require legislative action, or adoption or modification of the Rules and Regulations of the Civil Service Commission to become effective, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted.

2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

B. Savings

If any provision of this Agreement shall conflict with any Federal or State law or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the State and the Association agree to meet and renegotiate any provision so affected.

C. Preservation of Rights

Notwithstanding any other provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrability, and specific performance of the Agreement.

D. Liability Claims Indemnification

All employees covered by this Agreement shall be entitled to defense and indemnification by the State against liability claims or judgments arising out of the performance of their official State duties as set forth in the Laws of 1972, Chapters 45 and 48 and N.J.S.A. 59: 10A – 1 et seq. This provision is limited to employees sued in Superior Court of New Jersey, Law Division and the United States District Court for the District of New Jersey. The provision of Section D. of this

Article is not subject to the contractual/grievance provisions of Article X. Instead, should the State of New Jersey, by final agency action, deny an employee covered by this agreement defense and indemnification for actions that the employee believes arose out of his or her official State duties, the employee shall have available any appeal rights as set forth under the statutes and laws referenced in this subsection.

ARTICLE XLII

Outside Work

An employee may engage in outside employment with prior approval of the department head or his or her designee. An employee desiring to engage in outside employment shall request permission in writing. Approval or disapproval of such requests shall be transmitted within fourteen (14) calendar days and shall not be unreasonably withheld.

It is understood that outside employment shall not interfere with the efficient operation of the department or agency and the recognized priority of the employee's responsibility to assignments in his or her work as an employee.

All grievances arising under this Article shall be considered grievances as defined in A.2 of the Grievance Procedure.

ARTICLE XLIII

Claims Adjustment

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

The thirty (30) days requirement noted above may be extended by mutual agreement. The agreement by the employer shall not be unreasonably withheld.

ARTICLE XLIV

Negotiation Procedures

A. Successor Agreement

The parties further agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July l, 2027 subject to the provision expressed in "Term of Agreement".

B. Procedure

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

ARTICLE XLV

Term of Agreement

This contract shall become effective on July 1, 2023, and shall remain in full force and effect until June 30, 2027.

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

ARTICLE XLVI

Complete Agreement

The State and the Association acknowledge this to be their complete Agreement, except as may be added hereto by particular reference in memorandum of understanding predating the date of signing of this Agreement, and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented except that any rights or obligations of either party to negotiate, as set forth within the New Jersey Employer-Employee Relations Act (Ch. 303 L. 68 and Ch. 123 L. 74) and as amended, are acknowledged and not waived.

ARTICLE XLVII

Notices

For the purpose of giving notice as provided in Article XLIV "Term of Agreement", the State may be notified through the Director, Office of Employee Relations, Governor's Office, State House, P.O. Box 228, Trenton, New Jersey 08625; and the Association through Merick H. Limsky, Esq., Limsky & Mitolo, Attorneys at Law, 271 Route 46, Suite D209, Fairfield, N.J. 07004, (201)-488-5300.

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representatives as of this 25th day of March 2025.

FOR THE STATE OF NEW JERSEY

Yvonne D. Catley
Yvonne D. Catley, Director, GOER

Camille N. Warner
Camille N. Warner, Deputy Director, GOER

Susan Sweeney
Susan Sweeney, Director
Office of Employee Relations, DOC

Tamara Rudow Steinberg
Tamara Rudow Steinberg, Manager
Office of Employee Relations, SPB

Kathleen DeZottis
Kathleen DeZottis
Employee Relations Coordinator, JJC

Cristi Cartwright
Cristi Cartwright
"Formerly" Manager, HR, State Colleges

Elijah Antinoro
Elijah Antinoro
Personnel Assistant 3, DEP

FOR THE NEW JERSEY LAW ENFORCEMENT SUPERVISORS ASSOCIATION

Gary Samosuk, President

William McKendry, Executive VP

Anthony Lacovara, Vice President

Andre Godbolt, Vice President
Recording Secretary

James Figures, Sgt-At-Arm

Side Letter of Agreement #1
Ranger Sergeant
Job Classification Seniority

1. Effective March 19, 2005, the titles Chief Ranger 1 and Chief Ranger 2 were consolidated and changed to Ranger Sergeant. The Chief Ranger 1 officers and the Chief Ranger 2 officers had job classification seniority based on the amount of time served in their respective titles, which is known as job classification seniority for contractual purposes such as job bidding and vacation selection. Upon consolidation to Ranger Sergeant, the former Chief Ranger 1 and Chief Ranger 2 officers need to be ranked in job classification seniority. The parties met and conferred in good faith and agreed upon the following job classification procedure.

2. For the purpose of job classification seniority in the title of Ranger Sergeant, all former Chief Ranger 1 officers will be ranked ahead of all former Chief Ranger 2 officers. All former Chief Ranger 1 officers will be ranked in order of their job classification seniority in the former title of Chief Ranger1. All former Chief Ranger 2 officers will be ranked in order of their job classification seniority in the former title of Chief Ranger 2. Ties in seniority will be broken as provided in paragraph 3 below.

3. If two former Chief Ranger 1 officers have equal seniority, their seniority in the Chief Ranger 2 title will be the determining factor. If the former Chief Ranger 1 officers have equal seniority in the Chief Ranger 2 title, the determining factor will be their promotional test scores. If the promotional test scores are equal, the determining factor will be seniority in the Ranger title. If two former Chief Ranger 2 officers have equal seniority, their seniority in the Ranger title will be the determining factor. If the former Chief Ranger 2 officers have equal seniority in the Ranger title, the determining factor will be their promotional test scores. If the test scores are equal, the determining factor will be seniority in the Ranger Trainee title.

4. The job classification seniority formula described herein is expressly limited to job classification seniority for contractual purposes. The provisions of this agreement will not apply to the computation or application of seniority in determination of individual rights or benefits administered by the Civil Service Commission.

Side Letter of Agreement #2
Lateral Reassignment Requests

1. The Department of Corrections has a policy concerning lateral reassignment requests from custody staff. The title of the policy is Lateral Reassignment Requests: Custody Staff, number CUS.003.002 with an effective date of February 1, 2005. The corresponding procedures for lateral reassignment requests are in Internal Management Procedure CUS.003.LAT.001 with an effective date of February 1, 2005.

2. If the Department of Corrections rescinds Lateral Reassignment Requests: Custody Staff, number CUS.003.002 and Internal Management Procedure CUS.003.LAT.001 prior to June 30, 2011, the parties will meet to discuss and attempt to reach a voluntary resolution of the matter. As staffing and assignment needs are non-negotiable managerial prerogatives, this Side Letter of Agreement shall not in any way constitute a waiver or limitation of that managerial prerogative.

3. Disputes arising from this Side Letter of Agreement #2 are not subject to the grievance arbitration provisions in Article X of the contract between the State of New Jersey and the New Jersey Law Enforcement Supervisors Association.

Side Letter of Agreement #3

Lieutenants and Sergeants Job Bid Positions – Pilot Program

Department of Corrections

The Department is continuing the following process to be utilized in awarding job bid positions to Lieutenants and Sergeants, consistent with the October 24, 2007 pilot memorandum in this regard. Management, in its sole discretion, shall determine whether a job bid posting is a specialized or no-specialized posting.

Specialized job bid postings shall be awarded at management's discretion.

Non-specialized job bid postings shall be awarded by job classification seniority. In the event of a tie in job classification seniority, the following tie-breaker scheme shall be used:

1. Test Score Current Rank
2. Job Class Seniority Previous Rank
3. Test Score Previous Rank
4. Job Class Seniority Previous Rank (is applicable)
5. Test Score Previous Rank (if applicable)
6. State Seniority
7. Management Discretion

Side Letter of Agreement #4
Reciprocal Procedure

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

APPENDIX I

Health Care 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

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

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.

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.

APPENDIX II

TITLE CODE	TITLE
61774	Parole Sergeant
40807	Assistant District Parole Supervisor, Juvenile Justice Commission
32094	State Park Police Sergeant
32082	Conservation Officer 2
32652	Correctional Police Sergeant
40809	Correctional Police Sergeant, Juvenile Justice Commission
32334	Police Sergeant Health Care Facility
32353	Police Sergeant PIP
32272	Sergeant Campus Police
51345	Special Agent I
32663	Supervising Interstate Escort Officer
33083	Weights and Measures Inspector 3

SALARY SCHEDULE
Effective: July 1, 2023
Covering Employee Relations Group: 2

For Informational Purposes Only

Range :	21
Increment :*	3,542.13
Step 1 :	76,856.91
Step 2 :	80,399.04
Step 3 :	83,941.17
Step 4 :	87,483.30
Step 5 :	91,025.43
Step 6 :	94,567.56
Step 7 :	98,109.69
Step 8 :	101,651.82
Step 9 :	105,193.95
Step 10 :	113,488.24

SALARY SCHEDULE
Effective: July 13, 2024
Covering Employee Relations Group: 2

For Informational Purposes Only

Range :	21
Increment :*	3,666.11
Step 1 :	79,546.90
Step 2 :	83,213.01
Step 3 :	86,879.12
Step 4 :	90,545.23
Step 5 :	94,211.34
Step 6 :	97,877.45
Step 7 :	101,543.56
Step 8 :	105,209.67
Step 9 :	108,875.78
Step 10 :	117,460.33

SALARY SCHEDULE
Effective: July 12, 2025
Covering Employee Relations Group: 2

For Informational Purposes Only

Range :	21
Increment :*	3,794.43
Step 1 :	82,331.04
Step 2 :	86,125.47
Step 3 :	89,919.90
Step 4 :	93,714.33
Step 5 :	97,508.76
Step 6 :	101,303.19
Step 7 :	105,097.62
Step 8 :	108,892.05
Step 9 :	112,686.48
Step 10 :	121,571.44
Step 11 :	130,456.40

SALARY SCHEDULE
Effective: July 11, 2026
Covering Employee Relations Group: 2

For Informational Purposes Only

Range :	21
Increment :*	3,927.23
Step 1 :	85,212.63
Step 2 :	89,139.86
Step 3 :	93,067.09
Step 4 :	96,994.32
Step 5 :	100,921.55
Step 6 :	104,848.78
Step 7 :	108,776.01
Step 8 :	112,703.24
Step 9 :	116,630.47
Step 10 :	125,826.44
Step 10 :	135,022.41

SALARY SCHEDULE

12 Month Employees Effective: July 1, 2023

Covering Employee Relations Group: K

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,162.50	3,324.10	3,490.99	4,036.63	4,242.71
Step 1 :	67,936.62	71,099.12	74,423.22	85,425.43	89,462.06
Step 2 :	71,099.12	74,423.22	77,914.21	89,462.06	93,704.77
Step 3 :	74,261.62	77,747.32	81,405.20	93,498.69	97,947.48
Step 4 :	77,424.12	81,071.42	84,896.19	97,535.32	102,190.19
Step 5 :	80,586.62	84,395.52	88,387.18	101,571.95	106,432.90
Step 6 :	83,749.12	87,719.62	91,878.17	105,608.58	110,675.61
Step 7 :	86,911.62	91,043.72	95,369.16	109,645.21	114,918.32
Step 8 :	90,074.12	94,367.82	98,860.15	113,681.84	119,161.03
Step 9 :	93,236.62	97,691.92	102,351.14	117,718.47	123,403.74
Step 10 :	100,587.99	105,415.62	110,462.11	127,101.65	133,262.14

SALARY SCHEDULE

12 Month Employees Effective: July 13, 2024

Covering Employee Relations Group: K

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,273.19	3,440.44	3,613.18	4,177.91	4,391.21
Step 1 :	70,314.40	73,587.59	77,028.03	88,415.32	92,593.23
Step 2 :	73,587.59	77,028.03	80,641.21	92,593.23	96,984.44
Step 3 :	76,860.78	80,468.47	84,254.39	96,771.14	101,375.65
Step 4 :	80,133.97	83,908.91	87,867.57	100,949.05	105,766.86
Step 5 :	83,407.16	87,349.35	91,480.75	105,126.96	110,158.07
Step 6 :	86,680.35	90,789.79	95,093.93	109,304.87	114,549.28
Step 7 :	89,953.54	94,230.23	98,707.11	113,482.78	118,940.49
Step 8 :	93,226.73	97,670.67	102,320.29	117,660.69	123,331.70
Step 9 :	96,499.92	101,111.11	105,933.47	121,838.60	127,722.91
Step 10 :	104,108.57	109,105.17	114,328.28	131,550.21	137,926.31

SALARY SCHEDULE

12 Month Employees Effective: July 12, 2025

Covering Employee Relations Group: K

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,387.76	3,560.85	3,739.64	4,324.13	4,544.91
Step 1 :	72,775.40	76,163.16	79,724.01	91,509.86	95,833.99
Step 2 :	76,163.16	79,724.01	83,463.65	95,833.99	100,378.90
Step 3 :	79,550.92	83,284.86	87,203.29	100,158.12	104,923.81
Step 4 :	82,938.68	86,845.71	90,942.93	104,482.25	109,468.72
Step 5 :	86,326.44	90,406.56	94,682.57	108,806.38	114,013.63
Step 6 :	89,714.20	93,967.41	98,422.21	113,130.51	118,558.54
Step 7 :	93,101.96	97,528.26	102,161.85	117,454.64	123,103.45
Step 8 :	96,489.72	101,089.11	105,901.49	121,778.77	127,648.36
Step 9 :	99,877.48	104,649.96	109,641.13	126,102.90	132,193.27
Step 10 :	107,752.37	112,923.85	118,329.77	136,154.47	142,753.73
Step 11 :	115,627.26	121,197.74	127,018.41	146,206.04	153,314.19

SALARY SCHEDULE

12 Month Employees Effective: July 11, 2026

Covering Employee Relations Group: K

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,506.33	3,685.48	3,870.53	4,475.47	4,703.98
Step 1 :	75,322.54	78,828.87	82,514.35	94,712.71	99,188.18
Step 2 :	78,828.87	82,514.35	86,384.88	99,188.18	103,892.16
Step 3 :	82,335.20	86,199.83	90,255.41	103,663.65	108,596.14
Step 4 :	85,841.53	89,885.31	94,125.94	108,139.12	113,300.12
Step 5 :	89,347.86	93,570.79	97,996.47	112,614.59	118,004.10
Step 6 :	92,854.19	97,256.27	101,867.00	117,090.06	122,708.08
Step 7 :	96,360.52	100,941.75	105,737.53	121,565.53	127,412.06
Step 8 :	99,866.85	104,627.23	109,608.06	126,041.00	132,116.04
Step 9 :	103,373.18	108,312.71	113,478.59	130,516.47	136,820.02
Step 10 :	111,523.70	116,876.18	122,471.31	140,919.88	147,750.11
Step 11 :	119,674.22	125,439.65	131,464.03	151,323.29	158,680.20

SALARY SCHEDULE

12 Month Employees Effective: July 1, 2023

Covering Employee Relations Group: KP

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,162.50	3,324.10	3,490.99	4,036.63	4,242.71
Step 1 :	63,279.12	66,441.62	69,765.72	80,767.93	84,804.56
Step 2 :	66,441.62	69,765.72	73,256.71	84,804.56	89,047.27
Step 3 :	69,604.12	73,089.82	76,747.70	88,841.19	93,289.98
Step 4 :	72,766.62	76,413.92	80,238.69	92,877.82	97,532.69
Step 5 :	75,929.12	79,738.02	83,729.68	96,914.45	101,775.40
Step 6 :	79,091.62	83,062.12	87,220.67	100,951.08	106,018.11
Step 7 :	82,254.12	86,386.22	90,711.66	104,987.71	110,260.82
Step 8 :	85,416.62	89,710.32	94,202.65	109,024.34	114,503.53
Step 9 :	88,579.12	93,034.42	97,693.64	113,060.97	118,746.24
Step 10 :	95,930.49	100,758.12	105,804.61	122,444.15	128,604.64

SALARY SCHEDULE

12 Month Employees Effective: July 13, 2024

Covering Employee Relations Group: KP

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,273.19	3,440.44	3,613.17	4,177.91	4,391.20
Step 1 :	65,493.89	68,767.08	72,207.52	83,594.81	87,772.72
Step 2 :	68,767.08	72,207.52	75,820.69	87,772.72	92,163.92
Step 3 :	72,040.27	75,647.96	79,433.86	91,950.63	96,555.12
Step 4 :	75,313.46	79,088.40	83,047.03	96,128.54	100,946.32
Step 5 :	78,586.65	82,528.84	86,660.20	100,306.45	105,337.52
Step 6 :	81,859.84	85,969.28	90,273.37	104,484.36	109,728.72
Step 7 :	85,133.03	89,409.72	93,886.54	108,662.27	114,119.92
Step 8 :	88,406.22	92,850.16	97,499.71	112,840.18	118,511.12
Step 9 :	91,679.41	96,290.60	101,112.88	117,018.09	122,902.32
Step 10 :	99,288.06	104,284.65	109,507.77	126,729.70	133,105.80

SALARY SCHEDULE

12 Month Employees Effective: July 12, 2025

Covering Employee Relations Group: KP

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,387.75	3,560.85	3,739.63	4,324.14	4,544.89
Step 1 :	67,786.18	71,173.93	74,734.78	86,520.63	90,844.77
Step 2 :	71,173.93	74,734.78	78,474.41	90,844.77	95,389.66
Step 3 :	74,561.68	78,295.63	82,214.04	95,168.91	99,934.55
Step 4 :	77,949.43	81,856.48	85,953.67	99,493.05	104,479.44
Step 5 :	81,337.18	85,417.33	89,693.30	103,817.19	109,024.33
Step 6 :	84,724.93	88,978.18	93,432.93	108,141.33	113,569.22
Step 7 :	88,112.68	92,539.03	97,172.56	112,465.47	118,114.11
Step 8 :	91,500.43	96,099.88	100,912.19	116,789.61	122,659.00
Step 9 :	94,888.18	99,660.73	104,651.82	121,113.75	127,203.89
Step 10 :	102,763.14	107,934.61	113,340.54	131,165.24	137,764.50
Step 11 :	110,638.10	116,208.49	122,029.26	141,216.73	148,325.11

SALARY SCHEDULE

12 Month Employees Effective: July 11, 2026

Covering Employee Relations Group: KP

For Informational Purposes Only

Range :	19	20	21	24	25
Increment*	3,506.32	3,685.48	3,870.51	4,475.49	4,703.96
Step 1 :	70,158.70	73,665.02	77,350.50	89,548.85	94,024.34
Step 2 :	73,665.02	77,350.50	81,221.01	94,024.34	98,728.30
Step 3 :	77,171.34	81,035.98	85,091.52	98,499.83	103,432.26
Step 4 :	80,677.66	84,721.46	88,962.03	102,975.32	108,136.22
Step 5 :	84,183.98	88,406.94	92,832.54	107,450.81	112,840.18
Step 6 :	87,690.30	92,092.42	96,703.05	111,926.30	117,544.14
Step 7 :	91,196.62	95,777.90	100,573.56	116,401.79	122,248.10
Step 8 :	94,702.94	99,463.38	104,444.07	120,877.28	126,952.06
Step 9 :	98,209.26	103,148.86	108,314.58	125,352.77	131,656.02
Step 10 :	106,359.85	111,712.32	117,307.46	135,756.02	142,586.26
Step 11 :	114,510.44	120,275.78	126,300.34	146,159.27	153,516.50