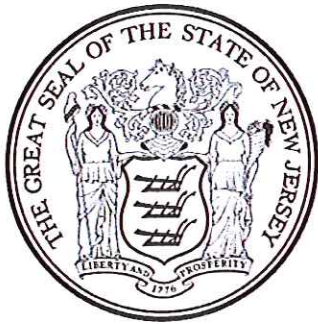


# AGREEMENT

State of New Jersey



AND

LOCAL UNION 33

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (IBEW), AFL-CIO  
DEPUTY ATTORNEYS GENERAL UNIT

July 1, 2015 – June 30, 2019

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## **PREAMBLE**

This Agreement made between the State of New Jersey, hereinafter referred to as the "State", and the International Brotherhood of Electrical Workers (IBEW) Local 33, hereinafter referred to as the "Union", covering employees in the Deputy Attorneys General Unit, in the Department of Law and Public Safety, hereinafter referred to as the "Department" has as its purpose the improvement and promotion of harmonious employee relations between the State and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and determination of the wages, hours of work and other terms and conditions of employment.

## **ARTICLE I**

### **RECOGNITION AND REPRESENTATION**

#### **1. Recognition of Union and Unit**

a. The Union, having been certified by the State of New Jersey Public Employment Relations Commission (PERC), on October 14, 2010, under Case Docket No. RO-2010-057, is now the exclusive representative of all employees listed below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership.

(1) Included: All Deputy Attorneys General (DAsG) employed by the State of New Jersey in the Department of Law and Public Safety.

(2) Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; non-professional employees, craft employees, police, casual employees, Deputy Attorneys General assigned to the Division of Criminal Justice and Gaming Enforcement, Deputy Attorneys General on leave to the Office of the Governor, Deputy Attorneys General assigned to the Office of Equal Employment Opportunity, Office of Legislative Affairs, Office of Law Enforcement and Professional Standards, Special Assistants to the Attorney General, Section Chiefs, Assistant Section Chiefs and all other employees.

b. The State, by the Office of Employee Relations in the Governor's Office, hereby recognizes the Union as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all its employees in the statewide Deputy Attorneys General Unit. The State will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in this unit.

c. When the Department re-assigns duties to or transfers a DAG to a section or position that causes him or her to be excluded from the Union, the Department will advise the Union of the reassignment or transfer and provide the Union with the basis upon which it maintains that the DAG should be excluded. If the Union objects to the DAG's exclusion from the Union, OER and the Union will meet to review the basis for the exclusion. If after such review the Union continues to object, the Union may pursue its objection in an appropriate forum. The Department shall make a reasonable effort not to increase the number of DAsG excluded on January 19, 2011 (see Appendix I). The Union understands and agrees that the numbers could increase based on operational need.

d. The State shall not discriminate against, coerce or penalize any DAG who exercises any right, benefit or privilege provided in this Agreement.

## **2. Management Rights**

a. 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.

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

c. The Department retains the right and authority to assign cases to outside counsel as it deems necessary. The Department also retains the right to make revisions to the Operating

Procedures. Any Operating Procedures or revisions thereof that are in conflict with the rights and obligations set forth in this Agreement shall be superseded by this Agreement.

**ARTICLE II**  
**STATE-UNION RELATIONSHIP**

**1. Appointment and Authority of Stewards**

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

**2. Bulletin Boards**

A reasonable number of Bulletin boards shall be provided by the State for the Union's sole use where the Union represents employees. The location, number and construction of bulletin boards, however, shall be subject to the approval of the State. Additional, and/or replacement Bulletin boards, may be provided by the Union to be affixed at convenient locations for the posting of notices pertaining to Union business. The Union will be responsible for the reasonable and proper use and upkeep of the bulletin boards.

**3. Administration of Agreement**

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

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

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

d. Such meeting shall be held during regular work hours. Union representatives shall be granted time to attend without loss of pay.

**ARTICLE III**  
**PRESERVATION OF RIGHTS**

Notwithstanding any other provision in this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the courts and/or the Public Employment Relations Commission, or to interpose, any and all claims or defenses in such proceedings including, but not limited to, unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrability and specific performance of the Agreement.

**1. Effect of Law**

**a. Legislative Action**

If, during the term of this Agreement, legislation becomes effective, which improves the wages and/or fringe benefits otherwise available to members of the Union, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

If any provisions of this Agreement require legislative action or require 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 is enacted.

**b. Savings Clause**

If any Federal or State legislation, governmental regulation or court decision invalidates any provision of this Agreement, all other provisions shall remain in full force and effect.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**1. Purpose**

The purpose of this procedure is to resolve grievances and to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of

employment by providing the exclusive vehicle set forth in this article for the settlement of grievances. An employee is entitled to use this grievance procedure and to be represented by the Union upon his or her request in accordance with the provisions of this Article. No employee shall be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

## **2. Definitions**

a. A "Grievance" means a dispute between the Department and the Union or its members as to the interpretation of or application of or the compliance with the terms of this Agreement (contractual); or

b. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, orders, letters of memoranda or agreement, administrative decisions or laws, or laws applicable to the Department regarding the terms and conditions of employment and which are not included in (a) above (non-contractual).

c. A "Steward" is an employee of the State serving as a duly authorized representative of the local union pursuant to Article II.

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

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

## **3. Grievance Steps and Time Frames**

### **a. General**

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

(2) Time limits under this Article may be modified by mutual agreement and consent to extend time limits will not be unreasonably withheld.

(3) Any employee may orally present and discuss a complaint with his or her immediate supervisor on an informal basis.



(4) Contractual grievances shall only be processed through representatives designated by the Union.

(5) During the Step One and Step Two process the grievant will be represented by a steward or representative designated by the Union. One person shall act as spokesperson for the grievant and one person shall act as spokesperson for management.

(6) Should the grievant elect to process a non-contractual grievance without Union representation, he or she shall so indicate on the grievance. The Union shall be sent a copy of the grievance upon receipt of the grievance by the personnel office of the Department. A duly authorized representative of the Union will be notified of all non-contractual grievance meetings or hearings.

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

**b. Step One**

(1) In the event the matter is not resolved informally, the Union may submit the grievance in writing to the office or individual designated by the Department.

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

(3) Management shall issue a written decision within ten (10) days of the grievance meeting.

**c. Step Two**

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

(2) The Union will specify whether the Step Two proceeding will be a meeting or a hearing. If the Union requests a hearing, a hearing officer appointed by management will preside. Both parties will be permitted to introduce testimony and exhibits. Either party may make a verbatim record of the hearing. The party making the record will bear

the expense. However, if both parties want a copy of the transcript, the parties shall share the cost of the transcript equally.

(3) The Step Two meeting or hearing will be scheduled within ten (10) days of the receipt of the appeal of the Step One decision. Management shall issue a written decision within twenty (20) days of the grievance meeting or hearing.

**d. 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 2a. above, then arbitration may be brought only by the Union, through its designee within thirty-five (35) calendar days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of Employee Relations. If mutually agreed, a pre arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the names of the section and employee involved; a copy of the grievance form and the Step Two decision, if available.

(2) Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. All panel arbitrators must agree, in advance, as a condition for being placed on the panel, to accept a fee of no more than \$1,000 per day, and to impose a fee of no more than \$500 for a cancellation by either party without good cause.

(3) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or subdivision thereof not inconsistent with this Agreement, or to determine any dispute involving the exercise of a management function which is within the authority of the State as set

forth in Article I, 2. Management Rights, 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 that are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue, arising from the same operative facts, be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. Any remedy ordered by an arbitrator will not have retroactive effect beyond thirty (30) days from the date the grievance was filed, except that payroll errors and related matters shall be corrected to the date of error. The fees and expenses of the arbitrator shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber. Such record is to be made at the requesting party's expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy of any transcript) requested by the Arbitrator shall be shared equally between the parties. Any other cost of this proceeding including the cost of recording shall be borne by the party incurring the cost.

(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 to be resolved at Step Three Arbitration is based on a provision of this Agreement which specifically limits the power or authority of the arbitrator to an advisory award, that limit shall be observed and all the provisions of paragraphs d(2), d(3) and d(4) above shall be operable except that the award and opinion shall be advisory and not binding on the parties. However, absent a particular exception the provisions of the grievance procedure above shall be operable.

(6) Representatives of the Governor's Office of Employee Relations, Attorney General's Office and the Union may meet to resolve grievances that are appealed to arbitration. Local union representatives of the Department may participate in the meetings.

#### **4. Union Rights**

##### **a. Time Off**

This section does not apply to the discipline Article.

(1) When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Steward requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward will be granted permission and reasonable time, to a limit of two (2) hours, to investigate without loss of pay or leave time. It is understood that the supervisor shall schedule such time release, provided the work responsibilities of the Steward 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. Where a Steward serves two (2) or more geographically separate work locations, and where the circumstances require it, a supervisor may authorize a maximum of four (4) hours for any appropriate investigation of grievances. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing or meeting.

(2) An employee and his/her designated representative will be granted time off without loss of pay or any leave time to attend step one meetings, step two meetings or hearings and arbitration hearings and to travel to and from such meetings and hearings.

(3) A reasonable number of witnesses and resource persons employed by the State, upon three (3) days' notice, will be granted time off without loss of pay or leave time to attend step one meetings, step two meetings or hearings and arbitration hearings and to travel to and from such meetings and hearings.

##### **b. Information**

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

(2) The Union, upon request, will make available to the State requested information and documents in its possession necessary for management to respond to the

grievance. Request for information will be made to the Local Union representative. The Union shall provide the requested information within seven (7) days from receipt of the request.

(3) Nothing herein shall be construed to permit either party to serve interrogatories.

(4) In the event information and/or documents responsive to a party's request are discovered after the expiration of the seven (7) day response period set forth above in subparagraphs (1) and (2) such information and/or documents shall not be excluded from use in arbitration so long as such information or documents are provided to the requesting party at least three (3) days prior to opening of the arbitration hearing.

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

(6) The parties shall make a good faith effort to informally resolve disputes, which arise as to information requests. However, if the parties are unable to agree upon the nature of the information to be provided at the department level, a dispute may be submitted to the Office of Employee Relations (OER) for resolution. If after submission to OER the dispute is not resolved, the parties may seek resolution of the dispute in an administrative or judicial forum or through arbitration.

**c. Group Grievances**

(1) Where a grievance affects more than one employee, the Union may file a group grievance with the Department's Director of Human Resources. The grievance will be processed as a Step Two grievance.

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

**d. By-passing Steps**

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

**e. The Right to Amend**

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

**5. General Procedures**

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

b. If, at any step in the grievance procedure, the Department'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.

c. A reasonable number of resource people shall be allowed to attend a grievance meeting or hearing. The parties will schedule resource people to minimize the impact on operations. At the meeting or hearing the Union will present its side of the grievance through the grievant, witnesses and resource people. Management will then proceed to present its responses to the Union's presentation.

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

e. Grievance resolutions or decisions at Steps One and Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made in writing between the Governor's Office of Employee Relations and the authorized representative of the Union.

f. Unless specifically provided for elsewhere in this Agreement, where the grievance involves an alleged violation of individual rights specified in the Merit System's law and rules for which a specific appeal to the Civil Service Commission is available, the individual must present his complaint to the Civil Service Commission directly, provided however, where allegations of violations of other employee rights arising from this Agreement occur, it is intended that the provisions of this grievance procedure are to be utilized.

g. A claim involving an improper and/or unjust discipline against an employee shall be processed in accordance with Article V, Disciplinary Actions, of this Agreement.

h. The inclusion of or reference by name or title or otherwise in this Agreement to laws, rules, regulations formal policies or orders of the State, shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement.

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

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

k. A "2.b." grievance may be processed through Step Two of the grievance procedure, but may not be submitted to arbitration.

l. If a grievance is appealed to the second step and the Department Head or designee determines that a resolution of the grievance is not within the authority of the department, the grievance will be forwarded to the Governor's Office of Employee Relations for disposition in accordance with Step Two of this procedure. If the grievance involved a non-contractual matter as defined in 2.b. the decision of GOER shall be final.

m. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and/or Union. In the event that a grievance form is unavailable the grievance will be in writing and set forth the following information: (a) the name(s), title(s) and department(s) of affected employee(s); (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this agreement (Grievance Form Attached).

**ARTICLE V**  
**DISCIPLINARY ACTIONS**

**1. Purpose**

The purpose of this Article is to set forth a disciplinary process to provide fair and just treatment of all DAsG. This Article is the exclusive procedure for the processing of disciplinary actions for employees covered by this agreement.

**2. Policy**

Discipline under the Article means official written reprimand, fine, suspension without pay, record suspensions, disciplinary demotions or discharge from service.

This Article shall not apply to discharge from service based upon a layoff pursuant to Article XXI or performance as these enumerated items shall not be construed as discipline. Moreover, notwithstanding any provision in this Agreement to the contrary, nothing herein shall limit or be construed as superseding or limiting the Attorney General's authority as exercised at his or her discretion to dismiss a DAG at will and without cause. Such action by the Attorney General shall not constitute discipline and this Article shall not apply nor such action be subject to the grievance procedure.

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

**3. Time Limitations**

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

An employee shall not be served with a disciplinary notice more than one (1) year after the date on which the Department obtained sufficient information to file the matter upon which the notice is based, except those acts which constitute a crime. Disciplinary action may be commenced at any time during the pendency of the criminal proceeding.

**4. Conduct Giving Rise To Discipline**

- a. Disciplinary action may be initiated for any of the reasons set forth in N.J.A.C. 4A:2-2.3(a) or for any circumstance amounting to sufficient cause.
- b. The burden of proof in disciplinary procedures shall be upon the Department.
- c. In actions involving criminal matters, the provisions of N.J.A.C. 4A:2-2.7 shall apply.



## **5. Disciplinary Penalties**

a. "Minor discipline" includes a formal written reprimand, suspensions of five (5) working days or less and fines equal to five (5) working days' pay or less.

b. "Major discipline" includes discharge (where discharge constitutes discipline), demotion, fine or suspension of more than five (5) working days.

c. Fines and suspension shall be subject to the limitations set forth in N.J.A.C. 4A:2-2.4.

d. A "record" suspension is a suspension with no loss in pay, but which has the same weight as a suspension without pay for purposes of progressive discipline. A "record" suspension is a settlement option that must be agreed to by the parties, and is not a penalty to be imposed by the Department.

e. A DAG may be discharged for a first offense if the DAG:

(1) is convicted of a crime of the first, second or third degree, or a fourth degree crime involving or touching upon the DAG's employment;

(2) loses his or her license to practice law in New Jersey; or

(3) for any circumstances amounting to sufficient cause.

## **6. Union Representation During Questioning**

If a DAG reasonably believes he or she may be disciplined, the DAG has the right to be accompanied by his/her Union representative during an investigatory interview. The DAG's Union representative has the right to provide advice and counsel to the DAG.

## **7. Disciplinary Charges**

a. Where management imposes or intends to impose discipline on a DAG, a preliminary notice of discipline shall be given to the DAG. This preliminary notice of discipline shall contain (a) charges; (b) the specific conduct of the DAG upon which the disciplinary action is based and (c) the disciplinary penalty, which the Department seeks to impose.

b. The DAG or the DAG's union representative may request a departmental review within fourteen (14) days of receipt by the employee of a preliminary notice of discipline.

c. A copy of the preliminary notice of discipline shall be mailed to or served on the local Union at the same time that it is mailed to or served on the DAG.

## **8. Imposition of Penalty Prior To Resolution of Disciplinary Charges (Loudermill)**

Disciplinary action, including immediate suspension, may be imposed on a DAG prior to the final resolution of disciplinary charges where it is determined that the DAG:

(1) has been formally charged with a first, second or third degree crime or a crime of the fourth degree on the job or is directly related to the job;

(2) suspension of his or her license to practice law in New Jersey; or other ineligibility to practice law in New Jersey.

(3) is unfit for duty or is a hazard to any person if permitted to remain in the workplace, or that an immediate suspension is necessary to maintain the health, safety, order or effective direction of public services; or

(4) Violated the Residency Requirement (See P.L. 2011, c. 70).

Where a suspension is immediate under (1), (2), (3) or (4) above, and is without pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and the general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the Department. The employee may be represented by an authorized union representative.

Nothing in the Article or Agreement shall be construed to limit the right of the Department to implement any disciplinary action notwithstanding the pendency of any grievance. Where criminal charges are initiated, the right of the employee to representation by an attorney shall not be denied.

## **9. Departmental Review**

a. If the DAG requests a hearing, within the time limit set forth in 7.b. above, the Department's representative will contact the Union, within seven (7) days of the request for departmental review, to schedule a mutually agreeable date and time so that the review can be conducted within forty-five (45) days after the request for review. If the parties are unable to agree upon a mutually convenient date within the forty-five (45) day period, the Department shall go forward and schedule the review, unless the parties mutually agree to extend the forty-five (45) day period.

b. If a hearing is requested, the Department will appoint a hearing officer who will be someone not involved in the incident giving rise to the discipline and who will render a written decision within twenty (20) days of the hearing unless an extension is agreed to by both parties.

c. The DAG may choose to be represented by a Union representative at the disciplinary departmental review. The parties shall provide discovery in accordance with Paragraph 10 (Discovery), below.

d. Only one representative may serve as spokesperson for each party.

e. The hearing officer will submit the report to both parties at the same time unless an extension is agreed to by both parties.

f. The Department and the Union are encouraged to resolve disputes over the proposed disciplinary action at the hearing. A disciplinary dispute may be settled by a "record" suspension, with no loss in pay, at any stage of the disciplinary process. Such "record" suspensions will have the same weight as a suspension without pay for purposes of progressive discipline. A "record" suspension must be agreed to by the Union and the employee, and may not be recommended or imposed by way of a Preliminary Notice of Discipline.

g. The Department will simultaneously serve the local Union and the DAG with the Final Notice of Disciplinary Action within twenty (20) days of the issuance of the hearing officer's decision.

h. If a Final Notice of Disciplinary Action is issued finding there was no just cause to discipline the DAG, the DAG initially disciplined shall not be recharged with discipline, on matters arising out of the same facts that the initial discipline was based upon.

#### **10. Discovery**

a. The Department will, upon request, provide to the Union information in its possession to which the Union is entitled to properly represent the DAG. The Department shall provide discovery to the Union, as soon as practicable, but in no case less than seven (7) calendar days prior to a departmental review. Discovery shall include, names of the witnesses for the Department, the purpose of their testimony, a copy of every document to be introduced at the hearing, and other information, upon which the Department will rely to prove the charges and the reasonableness of the penalty it seeks to impose. The Union representative shall provide the same discovery to the Department representative as soon as may be reasonably practicable, but in no case less than seven (7) calendar days prior to a departmental review. Documents,

information and witnesses that have been requested but not provided may not be used during the departmental review, unless it was discovered after other discovery was provided, in which case it shall be provided as soon as possible. If the DAG does not have Union representation, these discovery obligations shall continue to apply to the parties.

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

#### **11. Time Off**

a. The State shall grant the DAG and his or her Union representative time off without loss of pay or benefits to attend an investigatory interview, a departmental hearing and to travel to and from such hearings.

b. Each party shall be entitled to present a reasonable number of witnesses employed by the Department upon three (3) days written notice. The witnesses shall be granted time off without loss of pay to attend departmental review hearings and to travel to and from such hearings. Provided, if appropriate, they have made appropriate arrangements for coverage of their case files.

#### **12. General Provisions**

a. If a DAG is suspended without pay prior to a departmental hearing and the hearing results in a Final Notice of Disciplinary Action finding there was no just cause for the suspension the DAG shall receive back pay and benefits allowed by law.

b. In the event a DAG has been suspended, without pay, based on a pending criminal complaint or indictment, and there are no administrative charges pending, if the DAG is found not guilty at trial, the complaint or indictment is dismissed, or the prosecution is terminated, and the Department files no charges upon the disposition of the criminal matter, the DAG shall receive back pay and benefits allowed by law. However, such items shall not be awarded when the complaint or indictment is disposed of through Conditional Discharge, N.J.S.A. 2C:36A-1, or Pre-Trial Intervention (PTI), N.J.S.A. 2C:43-12, et seq.

c. At Departmental hearings, either party may make a verbatim record of any disciplinary proceeding. The record shall be made, at the requesting party's expense, by a certified transcriber or audio recording. However, if both parties want a copy of the transcript,

the cost of the transcript and reporter shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

d. The DAG against whom the disciplinary charges are pending shall not be required to testify. Nevertheless, a DAG who does testify will be subject to cross-examination.

## ARTICLE VI

### WAGES AND COMPENSATION

#### **1. Compensation**

a. It is agreed that during the term of this Contract, the following salary improvements shall be provided to eligible DAsG in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein. Subject to the State Legislature enacting appropriation of funds for these specific purposes, the State agrees to provide the following increases effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.

b. For those DAsG hired prior to July 1, 2013, anniversary dates initially were set in accordance with the parties' 2013-2015 collective negotiations agreement. For all other DAsG, anniversary dates are set pursuant to Civil Service Regulations. The anniversary dates for all DAsG covered by this Agreement are subject to change pursuant to the Civil Service Regulations.

(1) Effective the first full pay period after July 1, 2017, there shall be a one and three-quarters percent (1.75%) across the board increase applied to the base salary for unit members in Salary Ranges ZR30 and ZR33. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any DAG on Salary Ranges ZR30 and ZR33 who is above the 10th step of the applicable Salary Range will be red circled until the range reaches their salary.

(2) Effective the first full pay period after July 1, 2017, any DAG on Salary Ranges ZR30 and ZR33 who is above the 10th step of the applicable Salary Range and those unit members remaining on Salary Ranges ZR35 and ZR38 shall receive a one-time lump sum payment in lieu of the across the board increase provided in Paragraph (1) above equal to one

percent and three-quarters (1.75%) of their base salary. Lump sum payments shall not be added to base salary for pension calculation purposes.

(3) Effective the first full pay period after July 1, 2018, there shall be a one and one-half percent (1.50%) across the board increase applied to the base salary for unit employees in Salary Ranges ZR30 and ZR33. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any DAG on Salary Ranges ZR30 and ZR33 who is above the 10th step of the applicable Salary Range will be red circled until the range reaches their salary.

(4) Effective the first full pay period after July 1, 2018, any DAG on Salary Ranges ZR30 and ZR33 who is above the 10th step of the applicable Salary Range and those unit members remaining on Salary Ranges ZR35 and ZR38 shall receive a one-time lump sum payment in lieu of the across the board increase provided for in paragraph (3) above equal to one and one-half percent (1.50%) of their base salary. Lump sum payments shall not be added to base salary for pension calculation purposes.

(5) 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. Accordingly, except as limited by Paragraph 8 below, each DAG who has not reached Step 10 on his/her applicable Salary Range shall receive a one-step increment on their anniversary date. Any employee with an anniversary date falling between July 1, 2015 through the date of ratification who was eligible to receive an increment within the policies of the State Compensation Plan but did not due to the increment freeze, shall receive that increment effective the anniversary date said increment would otherwise have been due. Any salary adjustment under this Paragraph and any retroactive payments associated therewith, shall be paid as soon as administratively possible.

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

(7) A DAG in the unit who has reached Step 10 of the Salary Range ZR30 and has remained at that Step for 26 pay periods shall be eligible for movement to Salary range

ZR33, at the Step closest to their Salary Range ZR30, Step 10 salary (but not lower) upon demonstration of at least satisfactory performance in his/her most recent performance review and in the sole discretion of the Attorney General.

(8) No DAG, including those remaining on Salary Ranges ZR35 and ZR38, shall receive an increase to base salary above the cap of \$127,653.68 set forth in the Civil Service Commission's Salary Compensation Compendium.

(9) The parties agree that no DAG covered by this unit shall be placed on the ZR35 or ZR38 range. However, that prohibition shall not apply to any DAG who was on the ZR35 or ZR38 ranges prior to the effective date of this agreement. No DAG covered by this unit shall be placed on the Z35 or Z38 ranges as those Salary Ranges will be utilized for the non-unit, functional titles of Assistant Section Chief and Section Chief, respectively.

c. The Salary Schedule covering the DAsG in this unit is set forth in Appendix II.

## **ARTICLE VII**

### **DUES/AGENCY SHOP**

#### **1. Dues Deduction**

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

b. Dues deductions for any DAG in this negotiating unit shall be limited to the Union. DAsG shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk. Unless a DAG withdraws authorization for the deduction of Union dues, the State will continue to deduct dues. The movement of a DAG from one title to another title and/or from one section to another

section will not affect dues deduction, unless the new title or unit is not represented by the Union.

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

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

## **2. Representation Fee (Agency Shop)**

a. Any employee in the negotiating unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter shall pay a representation fee in lieu of dues to the Union by automatic payroll deduction for services rendered by the majority representative.

The representation fee shall be in an amount equal to eighty-five percent (85%) of regular membership dues, fees and assessments as certified to the State by the Union.

Prior to the beginning of each contract year, the Union will notify the State in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with 1.d. above.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible DAsG in the negotiating unit are dues paying members of the Union.

On January 1 of each year, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee shall be discontinued and eligibility for reinstatement shall be on a quarterly date basis as provided below.

If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected DAsG.



**b. Deduction and Transmission of Fee**

After verification by the State that an employee must pay the representation fee, the State will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

c. The State shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

d. The State shall deduct the representation fee as soon as possible after the tenth day following reentry into the bargaining unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

**e. Demand and Return System**

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the DAG which represents the DAG's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The DAG shall be entitled to a review of the amount of the representation fee by requesting that the Union substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Governor's Office of Employee Relations. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

**f. State Held Harmless**

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises

from deductions made by the State in accordance with this provision. The State shall not be liable to the Union for any retroactive or past due representation fee for any cause upon the entry or reentry of an employee into the Union from an excluded position or another unit. The term excluded position shall include but not be limited to confidential, managerial and exempted positions.

**g. Legal Requirement**

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

**ARTICLE VIII**

**WORKING CONDITIONS**

**1. Outside Employment**

Outside employment of DAsG shall be governed by the Conflicts of Interest Law, the State Ethics Commission's Uniform Ethics Code and the Department's Supplementary Code of Ethics. Disputes arising under this paragraph shall not be subject to the Grievance Procedure as set forth in Article IV.

**2. Access to Personnel File**

a. Upon request and reasonable notice, every DAG shall be permitted to review and examine every document in his or her personnel files. The Department shall have the right to have such review and examination take place in the presence of an official of the Department.

b. Upon request, the State shall provide the DAG with a copy of any or all documents contained in his or her personnel files.

c. The DAG may file a written response, of reasonable length, to any document in his/her personnel files that the DAG believes is derogatory or inaccurate. The DAG's response shall be appended to the document(s) to which the response replies and both shall be maintained together in the same file.

d. No document of anonymous origin shall be maintained in the personnel file, except if it is an exhibit that is attached to a sustainable discipline.

e. All relevant documents contained in a DAG's personnel file that will be relied upon in a grievance or disciplinary hearing shall be provided to the DAG, upon request, prior to the commencement of any grievance or disciplinary hearing.

### **3. Liability Claims Indemnification**

All DAsG covered by this Agreement shall be entitled to defense and indemnification as provided by law. Disputes arising under this paragraph shall not be subject to the Grievance Procedure as set forth in Article IV.

### **4. Promotions**

The Department shall provide all DAsG with the opportunity to apply for promotions within the Department to Assistant Section Chief and Section Chief. The Department shall provide at least two weeks' notice to all DAsG of the opportunity to apply for such promotions.

### **5. Transfers**

DAsG may seek to transfer to another section after being in his/her assignment for 180 days. A DAG shall submit his/her request to transfer to the Director of the Division, or designee, in which the DAG works. The Division shall respond to such a request within 90 days advising the deputy that a transfer is viable, or cannot be granted due to the operational needs of the Division or Department. If the Division determines that a transfer is viable, the Division should provide an estimated time-frame for transfer. The timing for a transfer shall always be subject to the operational needs of the Division.

### **6. Claims for Loss**

The claim for loss or damage to personal property sustained as a result of an action taken in the performance of the assigned duty of an employee shall be in accordance with SOP 4-00 entitled "Claims for Loss or Damage of Personal Property." The Department shall provide the forms and any instructions, which may be necessary for the completion or processing of the claim. The Department shall issue a decision on the claim within a reasonable period of time.

### **7. Transportation Allowance**

#### **a. Vehicle Use and Insurance**

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

(2) During such authorized use of his/her privately owned vehicle, the State requires each individual accepting such authorization to maintain insurance for personal liability in the minimum 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.

(3) The requirement to utilize a privately owned vehicle shall not be imposed where it causes undue hardship on the employee.

**b. Reimbursement**

(1) Employees shall be reimbursed for travel expenses while on the authorized business of the State in keeping with the conditions set forth in the Travel Regulation of the State and any amendment thereto. It is understood that the nature of a DAG's work may include travel.

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

(3) Vouchers and supporting documentation shall be submitted on a monthly basis when travel expenses are incurred.

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

(5) Expenses such as meals and hotel stays shall be reimbursed in accordance with the Travel Regulations.

**c. Privately Owned Vehicle**

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

communicated in advance of any travel assignment thus providing sufficient notice for planning purposes.

**d. Medical Examination**

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

**e. State Vehicles**

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

(2) All such use of State vehicles must conform to the regulations pertaining thereto.

(3) Employees authorized to utilize State owned vehicles shall obtain gasoline and related services and products at State facilities.

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

**8. Election Duty**

To the extent the Department can do so, and without affecting the operations of the Department, the Department shall provide at least 30 days notice to each DAG of his or her election duty assignment, which assignment shall be subject to change.

**9. Fees**

a. The Department, at its discretion, will pay for the mandated fee submitted to the New Jersey Lawyers' Fund For Client Protection each calendar year, provided the DAG has timely completed the proper procedure. The Department shall make reasonable effort to provide 15 days' notice of the proper procedure. The Department will not pay for the cost of any late fees.

b. The Department, at its discretion, will pay to the New Jersey State Bar Association the basic membership fee for each DAG upon request.

10. Grievances concerning matters in this Article shall be considered non-contractual except as specifically set forth herein.

**ARTICLE IX**

**NO STRIKES, NO LOCKOUTS**

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

**ARTICLE X**

**SAFETY**

**1. Safety Rules**

The Department will continue to provide a safe working environment for all DAsG during the hours of their employment. DAsG will comply with established safety and health rules and provisions. The Department will make available a list of contacts to report any safety issues.

**ARTICLE XI**

**LEAVES OF ABSENCE**

**1. Unpaid Leave**

DAsG covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year, at the discretion of the Department. Upon the expiration of the leave of absence, the DAG shall be

entitled to return to work. The Department may extend a leave of absence without pay beyond one-year for exceptional circumstances.

## **2. Administrative Leave**

During the term of this Agreement, the Department shall provide administrative leave to DAsG in the unit as set forth in (a)-(g) below.

(a) DAsG shall be granted three (3) days of administrative leave in each calendar year for personal business, including emergencies and religious observances.

(b) Priority in granting such leave requests shall be: i. Emergencies; ii. Religious holidays and iii. Personal matters. Where, within a section, 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 seniority and the maximum number of such requests shall be granted in accordance with this provision.

(c) Employees hired during the calendar year shall be granted one-half day of administrative leave for each full calendar month of employment up to a maximum of three (3) days' leave for the remainder of the calendar year. Thereafter, administrative leave shall be credited at the beginning of each calendar year.

(d) Administrative leave shall be recorded and tracked in hours. See N.J.A.C. 4A:6-1.5(f) for adjustments in the administrative leave entitlement when an employee's workweek changes.

(e) Use of administrative leave must be requested by DAsG and approved by the appointing authority but cannot be unreasonably denied. Leaves shall be scheduled in advance, if it is operationally feasible.

(f) Administrative leave that is not used during the calendar year shall be forfeited. An employee who leaves State service shall not be required to reimburse the State for days already used.

(g) Administrative leave may be taken in conjunction with other types of paid leave.

## **3. Voluntary Furlough**

The Voluntary Furlough Program shall be in accordance with N.J.A.C. 4A:6-1.23 and any amendments thereto.

#### **4. Military Leave**

Military leave with pay will be granted to any DAG in the Negotiation's Unit in accordance with N.J.A.C. 4A:6-1.11, N.J.S.A. 38-23 and N.J.S.A. 38a:4-4. The DAG must provide a copy of the order calling the member to duty to the Department's designee.

#### **5. Jury Duty and Witness Leave**

Any DAG summoned for jury duty during working hours may be granted the necessary time without loss of pay in accordance with N.J.A.C. 4A:6-1.19 and any amendments thereto.

Any DAG summoned to appear as a witness related to his/her official duties may be granted the necessary time without loss of pay or other leave in accordance with N.J.A.C. 4A:6-1.20 and any amendments thereto.

#### **6. Sick Leave**

a. All DAsG are entitled to sick leave with pay as provided herein:

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

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

(3) Unused sick leave shall accumulate from year to year without limitation.

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

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

d. Immediate family member is defined as father, mother, legal guardian, mother-in-law, father-in-law, grandfather, grandmother, grandchild, spouse, civil union partner, child, legal ward, foster child, sister, or brother of the DAG and other relatives residing in the DAG's



household. Pursuant to N.J.F.L.A., N.J.A.C. 4A:6-1.2a, the definition of child includes "stepchild."

e. A DAG using sick leave shall notify his/her supervisor at the earliest possible time but not later than their usual reporting times unless extenuating circumstances exist.

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

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

h. A supervisor may request proof of illness from any DAG that uses five (5) or more consecutive sick days.

i. When a DAG has been absent on sick leave for an aggregate of more than fifteen (15) days in a twelve (12) month period, the Department may require proof of illness or injury in accordance with N.J.A.C. 4A:6-1.4(d).

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

k. A DAG shall not be charged for sick leave on a non-working day.

l. A DAG must charge sick leave against his accumulated sick leave balance, or, if the DAG has no sick leave balance, he may charge time against other accrued paid leave time if available, or alternatively, leave without pay. For purposes of sick leave usage, utilization of any sick leave for less than a full workday, which is defined as seven (7) hours, shall be on a half-hour basis.

m. The matters in this section are subject to the Civil Service rules and Operating Procedures 1-00 Sick Leave Usage, dated February 2, 2000.

## **7. Unused Leave at Retirement**

Eligibility for supplemental compensation on retirement is set forth in N.J.S.A. 11A:6-16 and N.J.A.C. 4A:6-3.1 et seq. To the extent legislation is passed during the term of this agreement amending entitlement to such supplemental compensation, members of the unit shall be subject to those legislative changes in accordance with that legislation.

## **8 Leave of Absence without Pay for DASG in Full-Time Union Positions**

Pursuant to N.J.A.C. 4A:6-1.16, the Department may grant a leave of absence without pay to any DAG elected or appointed as a full time official of the DASG Union. In the event the Department grants a request for such leave of absence on behalf of a full time official, the Department agrees to negotiate the maximum period of such leave with the Union.

The determination to grant a request for a leave of absence under this Article shall be at the sole discretion of the Department and shall not be subject to the grievance procedure.

## **ARTICLE XII**

### **HOLIDAYS**

a. The Official paid holidays that are recognized holidays for the purpose of this Agreement are as follows:

- (1) January 1, known as New Year's Day;
- (2) the third Monday in January, known as Martin Luther King's Birthday;
- (3) the third Monday in February, known as Washington's Birthday, which shall be known and celebrated as Presidents Day in this State;
- (4) the day designated and known as Good Friday;
- (5) the last Monday in May, known as Memorial Day;
- (6) July 4, known as Independence Day;
- (7) the first Monday in September, known as Labor Day;
- (8) the second Monday in October, known as Columbus Day;
- (9) November 11, known as Armistice Day or Veterans' Day;
- (10) the fourth Thursday in November, known as Thanksgiving Day;
- (11) December 25, known as Christmas Day; and
- (12) any general election day in this State.

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

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

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

d. The State and the Union recognize the need for some DAsG to work on Election Day. If a DAG works on Election Day, he or she shall be credited at the rate of one hour for each hour worked on Election Day. Said compensatory time shall be utilized on or before December 31<sup>st</sup> of the same year.

### ARTICLE XIII

#### VACATION

a. DAsG are entitled to vacation leave with pay as provided herein:

(1) Twenty (20) working days annual vacation leave with pay as of January 1 following the original date of employment and for every year thereafter up to the completion of twenty (20) years of service and twenty-five (25) working days as of January 1 following the completion of twenty (20) years of service.

(2) During the first calendar year of service, the twenty (20) days' vacation shall be prorated based upon the date of appointment and earned on a month to month basis.

(3) Subsequent to the initial year of appointment, vacation leave is credited in advance, at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. Vacation leave should be taken during the calendar year in which it is earned as permitted or directed by the Attorney General and Division Director or their designee, unless it is determined by the Attorney General and Division Director or their designee that it cannot be taken because of the press of business. At the discretion and with the written authorization of the Attorney General and Division Director or their designee, up to the total number of unused vacation days earned in the previous year, may be carried forward into the next calendar year.

(4) For purposes of paid vacation leave, seven (7) hours is equal to one (1) day of vacation. Vacation leave may be taken in increments of one-half hour.

b. It is understood that the current program to schedule vacation leave will be continued. Conflicts concerning the choice of dates when scheduling vacation leave will be resolved within the working unit on the basis of State seniority. Specific requests for vacation leave, which do not conflict with operational consideration, shall not be unreasonably denied.

c. Upon separation from the State or upon retirement, a DAG covered by this Agreement shall be entitled to receive vacation allowance for the current year prorated upon the number of months worked in the calendar year in which separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year. Payout of unused vacation shall not exceed one (1) year of accrued vacation.

d. If a DAG dies with vacation leave credits, a sum of money equal to the compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate.

#### ARTICLE XIV

#### HEALTH BENEFITS PROGRAM AND PRESCRIPTION DRUG PROGRAM

##### **1. State Health Benefits Program**

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

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

c. 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.

## **2. Contributions Towards Health and Prescription Benefits**

a. Employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the State Health Benefits Program at the level established by the grid pursuant to section 39 of P.L. 2011, c. 78, for the duration of this contract and/or until such time as different contribution levels are mandated through legislation or negotiated by the parties after the expiration of this contract.

b. The amount payable by any employee, pursuant to section 39 of P.L. 2011 c. 78 under this subsection shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L.1996, c.8 (C.52:14-17.28b).

c. An employee who pays contributions required under section 40(a) of P.L. 2011 c. 78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection 6 of P.L. 1996, c. 8 (C. 52:14-12.28b).

d. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in section 40(a) of P.L. 2011, c. 78 for health care benefits coverage.

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

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

g. 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.

### **3. Dental Care Plan**

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

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

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

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

### **4. Eye Care Program**

a. It is agreed that the coverage under the Eye Care Program shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

b. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

c. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during the period from July 1, 2015 to June 30, 2017

and one payment for examinations and one payment for glasses during the period from July 1, 2017 to June 30, 2019. This program ends on June 30, 2019. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

5. The provisions of Sections (1) through (3) of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article IV.

#### ARTICLE XV

#### CONTINUED BENEFITS

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

#### ARTICLE XVI

#### HEALTH INSURANCE IN RETIREMENT

a. Those employees who have 20 or more years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required under law. For the duration of this contract and/or until such time as different contribution levels are mandated through legislation or negotiated between the parties after the expiration of this contract, those employees who have fewer than 20 years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability retirement on or after July 1, 2011, will, for the duration of their retirement, contribute toward the cost of post retirement medical benefits in accordance with the grid established by P.L. 2011, c. 78. In accordance with P.L. 2011, c.78, the Retiree Wellness Program no longer applies to employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011.

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

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

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

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

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

## **ARTICLE XVII**

### **UNION RIGHTS**

#### **1. Access to Premises**

a. Union representatives as defined in Article IV, shall be admitted to the premises of the State to investigate grievances, disciplinary matters, and for other purposes related to the role of the Union as exclusive representative. The Union shall provide the Department, in writing, with the names of duly authorized representatives who may require access. Requests for such visits shall be directed to the designated Department official at least (1) week in advance and shall include the purpose of the visit, proposed time and date and specific work area involved. Provided the requests has been made pursuant to this paragraph, such Union representative shall have the opportunity to consult with employees in the unit before the start of work shift, during lunch or breaks, or completion of work shift. The Department shall designate the appropriate



places for such meetings at its facility. This right shall be exercised reasonably and with minimum interference with the operations of the Department.

b. The Union shall be allowed to conduct regularly scheduled meetings on State properties, provided that space is available during hours when the facilities are open, and requests are made and approved at least one (1) week in advance of the proposed date of use. Liability for the damages, care and maintenance of said space and costs which are attended thereto shall be borne by the Union. DAsG may attend such meetings only during off duty hours.

c. The above is not intended to restrict Union Representatives from exercising their ordinary right as citizens as regards access to the public premises of the State.

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

a. The Department agrees to provide leaves of absence without pay for designees of the Union to attend Union activities. A total of fifty (50) unpaid leave of absence days may be used during each year of the agreement.

b. Requests for such leave shall be submitted by the Union in writing, at least ten (10) days in advance to the individual designated by the Department to avoid disruption of the workflow. Authorized leaves granted to the Business Manager and the President shall not exceed twelve (12) days each per year of the contract. An individual other than the Business Manager and the President shall not exceed a maximum of ten (10) days per year of the contract. Approval of such requests shall not be unreasonable denied.

c. Any unpaid leave not utilized in a yearly period shall not be accumulated except where a written request of the Union for carry-over of such leave for a particular purpose is made not later than thirty (30) days prior to the end of the year period. The Department may approve this request in whole or in part.

d. The State agrees to provide leaves of absence with pay for the President or Business Manager of the Union to a maximum of six (6) days during each year of the agreement. Paid days under this only may be used for training, which may include the annual IBEW Government Conference, mutually beneficial to the State and the Union. The approval of such paid leave shall be subject to the operational needs of the Appointing Authority and a determination by OER of whether the training is mutually beneficial. Such requests must be made by the Union in writing, at least ten (10) days in advance, to both OER and the Department. The decision by the State of whether to approve or deny such request for paid leave

shall be final. Disputes arising under this provision shall not be subject to the contractual grievance/arbitration provisions set forth in Article IV. There shall be no carryover of any unused paid leave days.

e. The time provided herein is in addition to time provided elsewhere in this Agreement for disciplinary actions and grievances. Additionally, the time provided herein is in addition to the time spent in contract negotiations.

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

### **3. Representation Lists**

a. The Union agrees to furnish the Department with complete written lists of Union representatives including Shop Stewards or alternates. The Union further agrees to inform the Department through the Office of Employee Relations of any changes and to keep such lists current and correct at all times.

b. The Department will appoint appropriate representatives of management who will respond to the Union in Grievance and Disciplinary matters. The Department will provide a list of such management representatives to the Union.

### **4. Union Stewards and Representatives**

The Union has the sole right and discretion to designate employees of the Department who are authorized to serve as the Union's representatives. The Union will specify the responsibilities and authority of its representatives to act on behalf of the Union. The parties agree that the privileges afforded to Stewards, elsewhere provided, are applicable to a reasonable number of Stewards. Should a conflict arise in the administration of this clause, the parties agree to resolve the conflict(s) through further discussions.

### **5. Union Privileges**

a. Where the Union has mail to be delivered to its officers or other members, the inter-office mail system will be made available to deliver such mail within any institution or building.

b. The Local Union may request use of available office space for storage of papers and files of the Union pertaining to Department employees. 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 Department shall incur no responsibility for the security

or safety of any Union materials or any liability for loss or damages which may occur. Further, the Union may be permitted to furnish file cabinets or other equipment related to the commitment above under the same conditions. The permission to utilize the facilities of the Department may be withdrawn at any time, but will not be unreasonable withdrawn.

#### **6. Informational Postcards**

The Union will make available to the Department self-addressed stamped postcards. The postcard will contain space for the following information: Employee name, employee address, home phone number, job title, hiring date, section assignment, and other employment data. Upon receipt of such cards from the Union, the Department will distribute the card to new hires when the new hire comes in to fill out the necessary paperwork needed to initiate the payroll processes. The card can be filled out by the new hires. Cards filled out by the new hire will be forwarded to the Union via the mail.

#### **7. Membership Packets**

The Union representative may supply membership packets which contain information for distribution to employees in the unit, including the role of the Union representative, the membership application and a copy of this Agreement as well as other material mutually agreed to by the State and the Union representative. The State agrees to distribute such membership packets to all new employees during the initial phases of employment which shall not ordinarily exceed twenty (20) days from the date of employment.

#### **8. Orientation Sessions**

When the Department plans to hold an orientation session for new employees covered by this Unit, the Union shall be so notified two (2) weeks in advance. The Department will provide the Union with a thirty (30) minute period in which to meet with new employees, during the orientation, if so requested by the Union. The thirty (30) minute period shall be within the new employee's workday but may not be during lunch or break time. The representative of the Union shall be chosen by the Union.

### **ARTICLE XVIII**

#### **MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT**

a. The fringe benefits, which are substantially uniform in their application to DAsG in the Unit and which are currently provided to those DAsG such as the Health Benefits Program,

the Life Insurance Program and the like, shall remain in full force and effect without diminution during the term of this Agreement, unless modified herein, changed pursuant to statutory authority, or by subsequent written agreement of the parties.

b. Every policy of the Department, the Division of Law and the Division of Alcoholic Beverage Control, which have the effect of work rules governing the terms and conditions of employment, which conflicts with this Agreement, shall be considered modified to be consistent with the terms of this Agreement.

#### ARTICLE XIX

#### LAYOFFS AND RECALL

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

b. "Seniority" means the total accumulated period of continuous employment as a DAG with the State.

#### Layoffs

A. In the event management determines that a department-wide layoff or a layoff in a division due to budgetary restraints or for reasons of efficiency must take place which will affect DAsG covered by this agreement the following procedure shall be observed:

1. The Union shall be notified of the layoff as far in advance as possible. At the request of the IBEW, the Department shall meet with the Union as soon thereafter as practicable to discuss the layoffs.

2. Affected employees shall be given a generalized notice of layoff, if possible, at least forty-five (45) calendar days, prior to the reduction in force.

3. The State will supply the Union with a list of DAsG to be laid off.

4. DAsG who, in the judgment of management, have performed unsatisfactorily or are lacking with respect to having achieved or maintained necessary and/or expected licenses, certifications, or like qualifications; or whose abilities or skills have been determined by management to be insufficient in a Division or the Department as a whole, shall at the option of management, be laid off first.

5. Thereafter, DAsG shall be laid off based on recent evaluation scores (lower scores before higher scores). If the Department determines that the evaluation scores do

not distinguish the DAsG affected by the layoff then DAsG may be laid off based upon seniority (less seniority before more seniority).

6. Nothing herein shall convey any bumping rights to employees covered by this article. Failure to comply with any element of this article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.

7. The Department, at its discretion, may re-hire any DAsG that were laid off based on recent evaluations scores, with the DAsG with the highest score being rehired first if management determines that the skill set meets the requirements of the position. If the department determines that the evaluation scores do not distinguish the DAsG affected by the layoff, then DAsG may be rehired based on seniority.

B. Nothing in this article precludes the Department from exercising its management prerogative to hire a new DAG that possesses certain qualifications and/or skills that the Department deems necessary to its operation.

C. The Department shall create and maintain a recall list of those DAsG who were laid off. The list shall continue in existence for nine (9) months following the date of layoff. During this period, the Department shall notify the Union of each laid off DAG that is rehired and any new DAG hired in accordance with Paragraph B above. The Department shall not be required to recall DAsG who were laid off pursuant to paragraph 4.

## ARTICLE XX

### COMPLETE AGREEMENT

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

**ARTICLE XXI**

**TERMS OF AGREEMENT**

a. This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 2019. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

b. The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to February 1, 2019 or February 1, of any succeeding year for which the Agreement has been renewed.

**ARTICLE XXII**

**NEGOTIATIONS PROCEDURE**

a. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2019, subject to the provisions above.

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

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

**ARTICLE XXIII**

**PRINTING OF AGREEMENT**

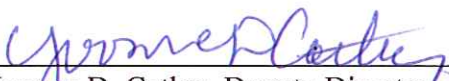
The State will provide IBEW Local 33 with a downloadable version of the Agreement.

IN WITNESS WHEREOF, the State of New Jersey and IBEW, Local 33, have caused the Agreement to be signed by their duly authorized representatives on this 29<sup>th</sup> day of November, 2016.

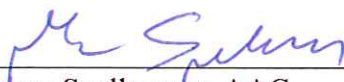
FOR THE STATE OF NEW JERSEY:



Lester Aron, Director  
Governor's Office of Employee Relations



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



Gregory Spellmeyer, AAG  
Department of Law and Public Safety

FOR IBEW LOCAL 33:



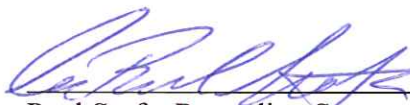
Anna Lascrain, Business Manager



Andrew Reese, President



Michael Pushko, Treasurer



Paul Stofa, Recording Secretary



Cindi Collins, Financial Secretary



Sean Moriarty, Vice President

## **SIDE LETTER 1**

### **PROMOTIONS TO Z 33**

An employee in the unit on the ZR30 range who has accumulated at least 11.5 years of continuous service as a DAG but has not yet reached Salary Range ZR30, Step 10, is eligible for promotion to Salary Range ZR33. In accordance with N.J.A.C. 4A:3-4.9, a DAG receiving a promotion pursuant to this Side Letter agreement shall receive a salary increase equal to at least one increment in the salary range of the former range (ZR30) plus the amount necessary to place them on the next higher step in the new range (ZR33). To be eligible, an employee must have at least satisfactory performance in his/her three previous performance reviews. The decision to promote an employee to Salary Range Z33 shall be in the sole discretion of the Attorney General and in accordance with Civil Service Regulations. The parties recognize that decisions regarding such movement are non-negotiable and shall not be subject to the grievance/arbitration provisions of this Contract. This Side Letter shall expire on June 30, 2019.



**APPENDIX I**  
**SIDE BAR AGREEMENT**

**DAsG assigned to the below sections are excluded from the negotiations unit:**

1. OAG/LAER – Office of Attorney General/Legal Affairs and Employee Relations
2. Division of Law/Employment Counseling and Labor Section
3. Division of Law/New Jersey Transit and University Hospital Section

APPENDIX II

SALARY SCHEDULE

Effective: July 11, 2015

Covering Employee Relations Group: ZR

<i>Range :</i>	30	33	35	38
<i>Increment :</i>	3,190.29	3,692.46	3,960.30	4,586.24
<i>Step 1 :</i>	63,808.95	73,868.88	79,247.71	91,735.50
<i>Step 2 :</i>	66,999.24	77,561.34	83,208.01	96,321.74
<i>Step 3 :</i>	70,189.53	81,253.79	87,168.31	100,907.98
<i>Step 4 :</i>	73,379.83	84,946.25	91,128.61	105,494.22
<i>Step 5 :</i>	76,570.12	88,638.71	95,088.91	110,080.46
<i>Step 6 :</i>	79,760.42	92,331.16	99,049.21	114,666.70
<i>Step 7 :</i>	82,950.71	96,023.62	103,009.51	119,252.94
<i>Step 8 :</i>	86,141.00	99,716.08	106,969.81	123,839.18
<i>Step 9 :</i>	89,331.30	103,408.53	110,930.11	128,425.42
<i>Step 10 :</i>	92,521.59	107,100.99	114,890.41	-

## SALARY SCHEDULE

Effective: July 9, 2016

Covering Employee Relations Group: ZR

<i>Range :</i>	30	33	35	38
<i>Increment :</i>	3,190.29	3,692.46	3,960.30	4,586.24
<i>Step 1 :</i>	63,808.95	73,868.88	79,247.71	91,735.50
<i>Step 2 :</i>	66,999.24	77,561.34	83,208.01	96,321.74
<i>Step 3 :</i>	70,189.53	81,253.79	87,168.31	100,907.98
<i>Step 4 :</i>	73,379.83	84,946.25	91,128.61	105,494.22
<i>Step 5 :</i>	76,570.12	88,638.71	95,088.91	110,080.46
<i>Step 6 :</i>	79,760.42	92,331.16	99,049.21	114,666.70
<i>Step 7 :</i>	82,950.71	96,023.62	103,009.51	119,252.94
<i>Step 8 :</i>	86,141.00	99,716.08	106,969.81	123,839.18
<i>Step 9 :</i>	89,331.30	103,408.53	110,930.11	128,425.42
<i>Step 10 :</i>	92,521.59	107,100.99	114,890.41	-

**SALARY SCHEDULE**  
**Effective: July 8, 2017**  
**Covering Employee Relations Group: ZR**

<i>Range :</i>	<b>30</b>	<b>33</b>	<b>35</b>	<b>38</b>
<i>Increment :</i>	<b>3,246.12</b>	<b>3,757.07</b>	<b>3,960.30</b>	<b>4,586.24</b>
<i>Step 1 :</i>	<b>64,925.61</b>	<b>75,161.59</b>	<b>79,247.71</b>	<b>91,735.50</b>
<i>Step 2 :</i>	<b>68,171.73</b>	<b>78,918.66</b>	<b>83,208.01</b>	<b>96,321.74</b>
<i>Step 3 :</i>	<b>71,417.85</b>	<b>82,675.73</b>	<b>87,168.31</b>	<b>100,907.98</b>
<i>Step 4 :</i>	<b>74,663.97</b>	<b>86,432.80</b>	<b>91,128.61</b>	<b>105,494.22</b>
<i>Step 5 :</i>	<b>77,910.09</b>	<b>90,189.87</b>	<b>95,088.91</b>	<b>110,080.46</b>
<i>Step 6 :</i>	<b>81,156.21</b>	<b>93,946.94</b>	<b>99,049.21</b>	<b>114,666.70</b>
<i>Step 7 :</i>	<b>84,402.33</b>	<b>97,704.01</b>	<b>103,009.51</b>	<b>119,252.94</b>
<i>Step 8 :</i>	<b>87,648.45</b>	<b>101,461.08</b>	<b>106,969.81</b>	<b>123,839.18</b>
<i>Step 9 :</i>	<b>90,894.57</b>	<b>105,218.15</b>	<b>110,930.11</b>	<b>128,425.42</b>
<i>Step 10 :</i>	<b>94,140.69</b>	<b>108,975.22</b>	<b>114,890.41</b>	

**SALARY SCHEDULE**  
**Effective: July 7, 2018**  
**Covering Employee Relations Group: ZR**

<i>Range :</i>	30	33	35	38
<i>Increment :</i>	3,294.82	3,813.43	3,960.30	4,586.24
<i>Step 1 :</i>	65,899.49	76,289.01	79,247.71	91,735.50
<i>Step 2 :</i>	69,194.31	80,102.44	83,208.01	96,321.74
<i>Step 3 :</i>	72,489.13	83,915.87	87,168.31	100,907.98
<i>Step 4 :</i>	75,783.95	87,729.30	91,128.61	105,494.22
<i>Step 5 :</i>	79,078.77	91,542.73	95,088.91	110,080.46
<i>Step 6 :</i>	82,373.59	95,356.16	99,049.21	114,666.70
<i>Step 7 :</i>	85,668.41	99,169.59	103,009.51	119,252.94
<i>Step 8 :</i>	88,963.23	102,983.02	106,969.81	123,839.18
<i>Step 9 :</i>	92,258.05	106,796.45	110,930.11	128,425.42
<i>Step 10 :</i>	95,552.87	110,609.88	114,890.41	

# GRIEVANCE PROCEDURE FORM

## STATE OF NEW JERSEY

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

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

**GRIEVANCE INFORMATION**

NAME OF EMPLOYEE: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ DIVISION, INSTITUTION, OR AGENCY: \_\_\_\_\_

DESIGNATION OF GRIEVANCE:  
 CONTRACTUAL: State article and paragraph (section) of the contract which you claim is violated: \_\_\_\_\_  
 NONCONTRACTUAL

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

TO CORRECT MY GRIEVANCE, THE FOLLOWING SHOULD OCCUR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I WILL REPRESENT MYSELF (or)  MY REPRESENTATIVE WILL BE:  
 Name of Representative: \_\_\_\_\_ Employee Organization: \_\_\_\_\_

WITNESSES MAY INCLUDE:  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

RECEIVED BY:  
 Signature of Management Representative: \_\_\_\_\_ Date: \_\_\_\_\_

STEP ONE DECISION:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_ (Date of Hearing) \_\_\_\_\_ (Date Decision Served to Employee and Representative)

EMPLOYEE:  I acknowledge settlement of my grievance (or)  I appeal to STEP TWO\*

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

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**STEP 2**

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

Name of Representative: \_\_\_\_\_ Employee Organization: \_\_\_\_\_

WITNESSES MAY INCLUDE:

RECEIVED BY:

Signature of Management Representative: \_\_\_\_\_ Date: \_\_\_\_\_

STEP TWO DECISION:

Signature: \_\_\_\_\_  
(Management Representative) (Date of Hearing) (Date Decision Served to Employee and Representative)

EMPLOYEE:

I acknowledge settlement of my grievance

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

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

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 3**

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

Name of Representative: \_\_\_\_\_ Employee Organization: \_\_\_\_\_

WITNESSES MAY INCLUDE:

RECEIVED BY:

Signature of Management Representative: \_\_\_\_\_ Date: \_\_\_\_\_

STEP THREE DECISION:

Signature: \_\_\_\_\_  
(Management Representative) (Date of Hearing) (Date Decision Served to Employee and Representative)

EMPLOYEE:

I acknowledge settlement of my grievance  I request FINAL REVIEW.

Signature Of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**FINAL REVIEW. CHECK ONE BOX ONLY AND SIGN.**

I request that my NONCONTRACTUAL grievance be reviewed by the Civil Service Commission. See N.J.A. C. 4A:2-3.7. Within 20 calendar days of receipt of the decision appealed, send to: Division of Merit System Practices and Labor Relations, Civil Service Commission, P.O. Box 312, Trenton, New Jersey 08626-0312.

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_