

Memorandum of Agreement
between the International Brotherhood of Electrical Workers (IBEW), AFL-CIO
and the State of New Jersey
for July 1, 2023 through June 30, 2027
Successor Collective Negotiations Agreement
covering the State Government Managers' Unit

- A. This MOA between the International Brotherhood of Electrical Workers, AFL-CIO (IBEW) and the State of New Jersey covers all employees in the State Government Managers' negotiations unit represented by IBEW and incorporates all agreements entered into by the parties during negotiations for a 2023-2027 successor collective negotiations agreement.
- B. This MOA modifies the terms of the parties' July 1, 2019 through June 30, 2023 Collective Negotiations Agreement as set forth below. Any terms of the parties' 2019-2023 Agreements not expressly modified by this MOA remain in full force and effect and shall be incorporated into the parties' July 1, 2023 through June 30, 2027 Agreement.
- C. All Schedules attached to this MOA shall be incorporated into the parties' 2023-2027 Agreement.
- D. The economic provisions of this MOA, as set forth in section G below, shall be incorporated into the applicable articles of the 2023-2027 Agreement.
- E. All proposals presented by the parties during negotiations for the 2023-2027 Agreement and not expressly agreed to as reflected in the attached schedules or in section G below, are deemed to be withdrawn.
- F. The parties agree to jointly support legislative and/or regulatory changes that may be necessary to implement the provisions of this MOA, inclusive of the attached schedules.
- G. **Economic Provisions**
1. **Article VII Wages and Compensation** – Schedule A.
 2. **Health Care Reopener** – Schedule B.
 3. **Article XV Holidays** – Schedule C.
 4. **Article XII Leaves of Absence – Bereavement**

Section J, add a new section 7:

Beginning July 1, 2024, an annual one (1) day bank of time will be established for bereavement leave. Each year thereafter, the one (1) bereavement day per year will be available on January 1. The bereavement day will be used before an employee's use of sick leave. The bereavement leave day does not accumulate and unused time will not be carried over or paid out upon separation.

Bereavement may be used for immediate family members as defined by N.J.A.C. 4A:1-1.3. The State may request proof of death.

The Parties understand that the 1 day bank will be created by Civil Service Commission.

5. **Article XIX, Section 4 – Eye Care Program**

Increase prescription lens/contacts reimbursements to \$80.00.

Increase bifocals or complex prescriptions reimbursements to \$90.00.

Increase eye exam reimbursements to \$45.00.

H. **Non-Economic Provisions**

1. **Article V Grievance Procedure** – Schedule D.

2. **Article X Promotions and Job Postings for Classified Managers** – Schedule E.

3. **Article XXVI Term of Agreement** – Schedule F.

4. **Article XXVII Negotiations Procedure** – Schedule G.

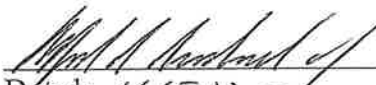
I. The parties agree to modify dates in the 2019-2023 Agreement, as necessary, to conform those dates to the 2023-2027 Agreement.

J. The terms of this MOA, inclusive of the attached schedules, are subject to ratification by IBEW.


K. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

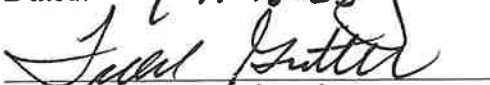
On behalf of IBEW

On behalf of the State of New Jersey


Dated: 11/15/23


Dated: 11/15/2023


Dated: 11-15-23


Dated: 11/15/23


Dated: 11/15/2023

SCHEDULE A

Camille N. Warner
11/15/2023

Michael C. Laubsch
IBEW Local 1030

ARTICLE VII
WAGES and COMPENSATION

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

1. a. Effective the first full pay period on or after July 1, 2023, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary, if their salary is less than the cap set forth below. Any Manager who is above the top step of the applicable salary range will be red circled until the range reaches their salary.

b. Effective the first full pay period on or after July 1, 2024, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary, if their salary is less than the cap set forth below. Any Manager who is above the top step of the applicable salary range will be red circled until the range reaches their salary.

c. Effective the first full pay period on or after July 1, 2025, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary, if their salary is less than the cap set forth below. Any Manager who is above the top step of the applicable salary range will be red circled until the range reaches their salary.

d. Effective the first full pay period on or after July 1, 2026, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary, if their salary is less than the cap set forth below. Any Manager who is above the top step of the applicable salary range will be red circled until the range reaches their salary.

1. Effective the first full pay period after October 1, 2019, there shall be a two percent (2%) across the board increase applied to the base salary of Managers in the unit, excluding assistant section chiefs, but including Managers with "&98" designation (no range) if their salary is less than the cap set forth in paragraph 12. 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 Manager 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 in January 2020, all "&" managers (excludes assistant section chiefs), except for managers with "&98" designation, will be placed on the adjusted October 2019 salary guide on the step and range that is closest to their current salary, but not below it. Managers migrating from steps 8, 9, and 10 to the adjusted October 2019 salary

guide will have their anniversary date reset upon migration. Managers on all other steps will retain their anniversary date upon migration to the adjusted October 2019 salary guide.

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3. Effective the first full pay period after September 1, 2021, there shall be a two percent (2%) across the board increase applied to the base salary of Managers in the unit, excluding assistant section chiefs, but including Managers with the "98" designation (no range) if their salary is less than the cap set forth in paragraph 12 below. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any Manager who is above the 10th step of the applicable Salary Range will be red circled until the range reaches their salary.

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4. Effective the first full pay period after January 1, 2022, there shall be a two percent (2%) across the board increase applied to the base salary of Managers in the unit, excluding assistant section chiefs, but including Managers with the "98" designation (no range) if their salary is less than the cap set forth in paragraph 12 below. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any Manager who is above the 10th step of the applicable Salary Range will be red circled until the range reaches their salary.

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5. Effective the first full pay period after July 1, 2022, there shall be a two percent (2%) across the board increase applied to the base salary of Managers in the unit, excluding assistant section chiefs, but including Managers with the "98" designation (no range) if their salary is less than the cap set forth in paragraph 12 below. The State Compensation Plan salary schedule shall be adjusted in accordance with the established procedures to incorporate these increases for each Step of the applicable Salary Ranges. Any Manager who is above the 10th step of the applicable Salary Range will be red circled until the range reaches their salary.

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6. Effective the first full pay period after October 1, 2020, there shall be a fifteen percent (15%) across the board increase applied to the base salary of assistant section chiefs in the unit. 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.

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7. Effective the first full pay period after September 1, 2021, there shall be a two percent (2%) across the board increase applied to the base salary of assistant section chiefs in the unit. 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.

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8. Effective the first full pay period after January 1, 2022, there shall be a two percent (2%) across the board increase applied to the base salary of assistant section chiefs in the unit. 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.

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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; then:

a. — all assistant section chiefs will be placed on the “&” 35 salary guide on the step and range that is closest to their current salary, but not below it. Assistant section chiefs migrating from steps 8, 9, and 10 to the “&” 35 salary guide will have their anniversary date reset upon migration. Assistant section chiefs on all other steps will retain their anniversary date upon migration to the “&” 35 salary guide.

10. 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 12 below, each employee who has not reached Step 10 on his/her applicable Salary Range shall receive a one-step increment on his/her anniversary date. — 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. Increments for those not at top step shall continue to be provided to eligible employees on their anniversary dates in accordance with the State Compensation Plan after expiration of the Agreement.

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

5. Effective the first full pay period on or after July 1, 2025, employees who have been at the top step of their range for 24 months or longer shall be eligible for movement to a newly created top step providing their performance warrants this salary adjustment. The new top step shall be established for each salary range by adding the specified increment for each range in the Salary Schedule in the Appendix to this Agreement to the current top step of each range.

612. Effective the first full pay period in October 2019, the first full pay period on or after July 1, 2023 the salary cap for “&” managers members of this bargaining unit will increase to \$150,000 \$170,000.00. Thereafter, no “&” Manager shall receive an increase to base salary above the cap of \$150,000 set forth in the Civil Service Commission’s Salary Compensation Compendium.

7. Effective the first full pay period of July 1, 2024, &98 employees will get a \$2,000 increase to their base salary prior to applying the across-the-board salary increase described above in paragraph 1.b.

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SCHEDULE B

Camille N. Warner
Camille N. Warner
10/27/2023

Alfred C. LaBeach, Jr.
Alfred C. LaBeach, Jr.
IBEW 4070

APPENDIX 1 – HEALTH CARE REOPENER

1. Re-opener

- a. The actual premium cost for the new PPO, inclusive of medical and prescription costs, will be tracked each plan year following the plan's initial offering in plan year 2019.
- b. In addition, the new PPO premium cost increases will be monitored and compared to the national, regional, and state trending of healthcare costs.
- c. Upon request of the Union, and after the Commission's review of the mid-year report, if any, the Union, and the State shall meet annually between March 1 and April 15 to discuss utilization and costs (actual and projected) for plans in which the Union's active and retiree members are enrolled. Such meeting shall include representatives from the Treasury-Division of Pension and Benefits. This meeting will include any interested Union(s).

d. Calculations:

- i. The Baseline Premium shall be the blended¹ premium for the current plan year plus 1%. For example, in plan year 2024 the baseline premium shall be the new PPO Plan's blended premium in plan year 2023 plus 1%.
- ii. The Union and the State shall annually calculate the "Adjusted Premium Increase" ("API"). The API shall be calculated by (a) subtracting the percent of across-the-board salary increases received by Union-represented State employees, not compounded, between July 1 to December 31 of the preceding year, from (b) the percent by which the new PPO renewal premium exceeds the Baseline Premium. For example, if the 2024 new PPO renewal premium is 6% more than the Baseline Premium and if employees have received a 4%, non-compounded, across-the-board salary increases since July 1, 2023, the API is 2%.

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

- i. Every year, the parties will review if the blended renewal premium for the new PPO in a plan year exceeds the "Baseline Premium." If so, the Union and the State shall enter into negotiations to lower the premium and/or reduce the rate of premium increases. Such negotiations will commence upon receipt of the SHBP's actuary's rate renewal recommendation premium for the upcoming plan year in or around the preceding July. The

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

parties agree that the negotiations will involve the Union and any other interested State bargaining unit(s). The initial meeting of the parties may also include representatives from the Division of Pension and Benefits as it relates to the rate renewal recommendation(s). A copy of the actuary's renewal recommendation report, issued in or around July, will be provided to the Union in advance of the meeting. If an agreement is reached, Union(s) and the State shall jointly seek approval from the State Health Benefits Commission or Plan Design Committee, as appropriate, to implement the parties' agreement.

- ii. If Union and the State cannot agree upon plan design changes or other cost-saving measures that would reduce the API to at least a 0% increase over the Baseline Premium by the September 1 preceding the start of the next plan year, then an Escalator shall be applied to employee contribution rates. The Escalator to be applied to employee contribution rates shall be the percentage by which the API exceeds the Baseline Premium. For example, if the API is 2%, then the Escalator is also 2%, which is applied to the employee's contribution rate. If an employee's contribution rate is 5% of base salary, then by applying the Escalator, the contribution rate will increase to 5.1% of base salary. Any increase in employee contributions will be effective the first pay period of the new plan year.
- iii. If the renewal premium is below the Baseline Premium by 6% or more, Union and the State shall discuss options to share the savings in reduced costs. or to improve the quality of the new PPO through design changes or other measures. If Union and the State do not agree to either reduce costs or improve the quality of the new PPO or agree upon a reduction in the employee contribution rates-by September 1 preceding the start of the plan year, then contribution rates shall be reduced by the application of a De-escalator. The De-escalator shall be the amount of the decrease in new PPO renewal premium below 6% of the Baseline Premium. For example, if the **2024** premium is 6.5% below the Baseline Premium, employee contribution rates shall be reduced by 0.5%. If an employee's contribution rate is 5% of base salary, then by applying the De-escalator the employee's new contribution rate shall be 4.975%. Any decrease in employee contributions will be effective the first pay period of the plan year.
- iv. The escalator or de-escalator for each plan year shall be calculated using the above methodology as described in paragraphs e(i) to e(iii) above.

SCHEDULE C

Camille N. Warner
Camille N. Warner
11/15/2023

Alfred J. Lombardi Jr.
Alfred J. Lombardi Jr.
11-15-23

ARTICLE XV
HOLIDAYS

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

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

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

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

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

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

SCHEDULE D

April 14, 2023
Alfred C. Lambach, Jr.
Box 1142 Myr IBEW Local 30

Camille N. Warner
Deputy Director, GOEA
4/20/23

ARTICLE V
GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. A "Grievance" means:

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

2. Union Stewards and Representatives:

- a. A "steward" is a Manager of the State serving as the designated representative of the local Union pursuant to Article II.
- b. A "representative" is an officer in the active employ of the Union or designee of the Union serving as a duly authorized representative of the local Union who is an employee of the State.

3. Resource Person:

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

C. **Grievance Steps and Time Frames**

1. **General**

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

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

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

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

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

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

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

2. **Step One**

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

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

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

3. **Step Two**

a. If the grievant or the Union is not satisfied with the Step One disposition, the grievance may be appealed to the Department's designee. The appeal shall be accompanied

by the decision at the preceding levels and any written record from the earlier proceeding. The appeal must be filed within ten (10) days from receipt of the step one decision or sixty (60) days after the step one decision was due.

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

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

4. Step Three – Arbitration

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

b. ~~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 arbiters must agree, in advance, as a condition for being placed on the panel, to accept a fee of no more than \$1000 per day, and to impose a fee of no more than \$500 for a cancellation by either party without good cause.~~

c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or subdivision thereof not inconsistent with this Agreement, or to determine any dispute involving the exercise of a management function which is within the authority of the State as set forth in Article 1.C., Management Rights, and shall confine his or her decision solely to the interpretation and application of this Agreement. He or she shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her, nor shall he or she submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he

finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. Any remedy ordered by an arbitrator will not have retroactive 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 a record is to be made at the requesting parties' expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy thereof) requested by the Arbitrator shall be shared equally between the parties. Any other cost of this proceeding including the cost of recording shall be borne by the party incurring the cost.

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

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

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

D. Union Rights

1. Time Off

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

a. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the recognized Union Steward or Representative, as designated by the Union, pursuant to Article XVII D, requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Representative will be granted permission and reasonable time, to a limit of two (2) hours, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward and of any involved Manager are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld. Where a recognized Union Steward or Representative serves two (2) or more grievance districts, and where the circumstances require it, a supervisor may authorize a maximum of four (4) hours for any appropriate investigation of grievances. Such time release shall not be unreasonably withheld and shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing or meeting.

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

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

2. Information

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

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

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

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

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

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

3. Group Grievances

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

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

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

4. Bypassing Steps

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

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

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

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


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

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

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

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

SCHEDULE E

 Albert Cavaliere, Jr.
Bus. Mgr. of 205444130

IBEW

8/29/23

Date



State

8/29/23

Date

6.5.23 State Proposal to IBEW

ARTICLE X

PROMOTIONS AND JOB POSTINGS FOR CLASSIFIED MANAGERS

Revise Section B as follows:

B. Job Posting

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

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

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

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

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

SCHEDULE F

4.20.23 State Counterproposal to IBEW- Term of Agreement

Met. A. Chamber of 4/20/23
A.P. d. C. Chamber of
Business Dept. IBEW 44.
Camille N. Warner
Deputy Director GOER
4/20/23

ARTICLE XXVI
TERM 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, 2023 TBD. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

B. In the event that a new negotiated agreement is not in place on July 1, 2023, the current contract shall continue in accordance with applicable law. 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, 2023 or February 1, of any succeeding year for which the Agreement has been renewed.

SCHEDULE G

ARTICLE XXVII
NEGOTIATIONS PROCEDURE

Negotiations Procedure

A. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2023, subject to the provisions below.

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 law shall be utilized in an effort to resolve such impasse.

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

Tentative Approval



IBEW, LOCAL 30

5/17/23
Date



State of New Jersey

05/17/2023
Date