

Memorandum of Agreement
between the
State of New Jersey and Local 195,
International Federation of Professional and Technical Engineers, AFL-CIO
Motor Vehicle Inspector Division of Local 32BJ
Service Employees International Union, CTW, CLC

October 16, 2023

This constitutes the memorandum of agreement made and entered into this 16 day of October 2023, by and between the State of New Jersey and Local 195, International Federation of Professional and Technical Engineers, AFL-CIO (“IFPTE”) and Motor Vehicle Inspector Division of Local 32BJ, Service Employees International Union (“SEIU”) which include the following units: inspection and security unit and operations, Maintenance and Services and Craft unit (collectively, the “union”).

WHEREAS, the collective negotiations agreement between the State of New Jersey and the Union expired June 30, 2023; and

WHEREAS, the parties desire to enter into a successor collective negotiations agreement;

NOW THEREFORE, the union and the State enter into the following Memorandum of Agreement (“MOA”)

- A. The terms of this Agreement shall be July 1, 2023 through June 30, 2027;
- B. This MOA modifies the terms of the parties’ July 1, 2019-June 30, 2023 collective negotiations agreement as set forth below. Any terms of the parties’ 2019-2023 agreement, not expressly modified by this MOA, remain in full force and effect and shall be incorporated into the parties’ July 1, 2023-June 30, 2027 agreement.
- C. The parties have reached the following Tentative Agreements:
 - Economic proposal (dated 10.16)
 - Art. 1, I- Meeting with Union re: vacancy tracking
 - Art. 2, B- Reference to Union and State, Notice
 - Art. 6, 9- 30-day language
 - Art. 6, A (11)- 45 days when enter/leave
 - Art. 7, F3-Typo
 - Art. 7, G(1)- adds 10 day step 1 meeting at the colleges
 - Art. 8 L (10)- General Provisions (EEO reports)

- Art. 8 L (12)- General Provisions (PNDA)
- Art. 10, B (2)-notice of shift change
- Art. 10 (C)-Notice of shift change
- Art. 15 B (8)- Emergency Rates
- Art. 17 A (1)- Notice to Union
- Art. 21- Holidays, Juneteenth
- Art. 24- Health Benefits Program, Prescription Drug Program, Dental Care Program and Eye Care Program
- Art. 31, E- Bereavement Leave
- Art. 32, A-Donated Leave
- Art. 33-B (1)(c)- Union Leave
- Art. 33 H- Orientation meeting time periods
- Art. 35 A- post for promotional vacancies
- Art. 35 C- Typo
- Art. 35 G- Lateral job posting
- Art. 36 A- Post for vacancies
- Art. 38 A- RIF language
- Art. 39 A- Unclassified employee RIF language
- Art. 42- Apprenticeship Program meetings
- Art. 44 A- Copies of Union contract
- Art. 44 A- change may to will
- Art. 47- B, C- Typo
- Art. 49- Notice to Union
- Art. 51- Terms of contract
- Letter of Agreement #18- Union and Department of Transportation
- Letter of Agreement #19- Reevaluation Requests
- HC Reopener-10/16 version


D. All proposals presented by the parties during the negotiations for the 2023-2027 Agreement and not expressly agreed to in this MOA and the attachments there to are deemed to be withdrawn.

E. The terms of this MOA are subject to ratification by the Union.



State of New Jersey

Dated: 10/16/23



Dated: 10/16/23



Local 195, IFPTE

Dated: 10/16/23

Dated:



Dated: 10/16/23



Dated: 10-16-23

Local 32B1, MVI DIV SEIU

STATE OF NEW JERSEY
AND
IFPTE NEGOTIATIONS
STATE ECONOMIC PACKAGE OFFER
OCTOBER 16, 2023

Economic Provisions

1. **REALIGNMENTS**

Effective the first full pay period on or after July 1, 2024, employees serving in ranges 1-8 will migrate to **Range 9**. Placement will be at the step closest to their salary at the time of migration (but not lower than their current salary and not lower than Step 2). The across-the-board increase for the first pay period on or after July 1, 2024, will be applied after migration is completed. Employees who migrate from a lower range to **Range 9** will retain their anniversary date.

New employees hired on or after July 1, 2024, will not be hired below Range 9, Step 2, but placement will be consistent with Civil Service Commission requirements and practices.

2. **ACROSS-THE BOARD INCREASES TO BASE SALARY**

12 month employees

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. Full time employees on the active payroll as of July 1, 2023 who earn less than \$41,400 in base salary as of the day before that date shall receive a cash bonus not included in base salary of the differential of the amount of their across the board increase and the amount of the across the board increase calculated on a base salary of \$41,400. This bonus shall be paid on or about July 31, 2023. **Example: employee with a base salary of \$25,000 as of the first full pay period after July 1, 2023 receives a 3.5% across the board or a \$875 increase to base salary. Employees receive a \$459.20 bonus. (3.5% of \$41,400 = \$ 1449.00-875.00=\$574.00).**

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. Full time employees on the active payroll as of July 1, 2024 who earn less than \$41,400 in base salary as of the day before that date shall receive a cash bonus not included in base salary of the differential of the amount of their across the board increase and the amount of the across the board increase calculated on a base salary of \$41,400. This bonus shall be paid on or about July 31, 2024. **Example: employee with a base salary of \$25,000 as of the first full pay period after July 1, 2023 receives a 3.5% across the board or a \$875 increase to base salary. Employees receive a \$459.20 bonus. (3.5% of \$41,400 = \$ 1449.00-875.00=\$574.00).**

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. Full time employees on the active payroll as of July 1, 2024⁵ who earn less than \$41,400 in base salary as of the day before that date shall receive a cash bonus not included in base salary of the differential of the amount of their across the board increase and the amount of the across the board increase calculated on a base salary of \$41,400. This bonus shall be paid on or about July 31, 2024⁵. **Example: employee with a base salary of \$25,000 as of the first full pay period after July 1, 2023 receives a 3.5% across the board or a \$875 increase to base salary. Employees receive a \$459.20 bonus. (3.5% of \$41,400 = \$ 1449.00-875.00=\$574.00).**

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. Full time employees on the active payroll as of July 1, 2026 who earn less than \$41,400 in base salary as of the day before that date shall receive a cash bonus not included in base salary of the differential of the amount of their across the board increase and the amount of the across the board increase calculated on a base salary of \$41,400. This bonus shall be paid on or about July 31, 2026. **Example: employee with a base salary of \$25,000 as of the first full pay period after July 1, 2023 receives a 3.5% across the board or a \$875 increase to base salary. Employees receive a \$459.20 bonus. (3.5% of \$41,400 = \$ 1449.00-875.00=\$574.00).**

10 month employees

For ten (10) month employees, the foregoing increases that are effective the first full pay period on or after July 1, 2023, July 1, 2024, July 1, 2025, and July 1, 2026 for twelve (12) month employees shall be applied to the base salary of ten (10) month employees, effective the first full pay period on or after September 1, 2023, September 1, 2024, September 1, 2025, and September 1, 2026.

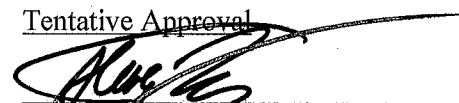
NEW STEP

Effective the first full pay period on or after July 1, **2025**, employees who have been at the tenth step of the same step range for 24 months or longer shall be eligible for movement to the eleventh step providing their performance warrants this salary adjustment.

EMERGENCY RATES

Agreed 8.31.23

Tentative Approval



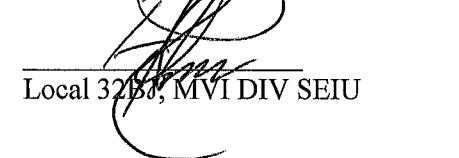
State of New Jersey

10/16/23
Date



Local 198, IFPTE

10/16/23
Date



Local 3258, MVI DIV SEIU

10/16/23
Date

LOCAL PROPOSAL
STATE COUNTERPROPOSAL
LOCAL COUNTERPROPOSAL
LOCAL COUNTER

4/17/2023
6/09/2023
7/25/2023
8/24/2023

ARTICLE 2 – MANAGEMENT RIGHTS
Section B
Page 4

Proposed change: add new language in **BOLD** print

B. Except as specifically abridged, limited or modified by the terms of this Contract between the State and the Union, all such rights, powers, 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. The State shall notify of any proposed changes in **negotiable terms and conditions of employment**, employee Code of Ethics, employee guidelines, **policies**, or any rules governing employee conduct prior to implementation, sent to the Offices of Local 195 and/or Local 32BJ, SEIU, MVI Div by fax or email or by mail to the addresses listed in Article 49. The Unions shall have the opportunity to discuss proposed changes with the State.

Tentative Approval



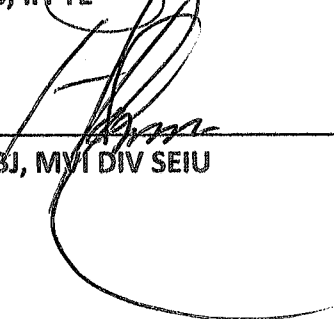
State of New Jersey

8/24/23
Date



Local 195, IFPTE

8/24/23
Date



Local 32BJ, MVI DIV SEIU

8/24/23
Date

ARTICLE 6

DUES DEDUCTION, MEMBERSHIP INFORMATION,
AND UNION POLITICAL ACTION COMMITTEE

Proposed change: Delete lined-out wording; add new language in **BOLD** print.

9. 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 the State's agreement to make deductions in accordance with this provision. An **employee who does not bring forth a claim against the Union within thirty (30) days forfeits his/her rights to bring a challenge and request reimbursement from the Union.** ~~The State shall not be liable to the Union or employee for any retroactive or past due representation fee for an employee who was identified by the State as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.~~

Tentative Approval



State of New Jersey

8/24/23

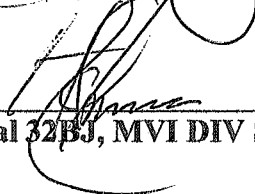
Date



Local 105, IFPTE

8/24/23

Date



Local 32BJ, MVI DIV SEIU

8/24/23

Date

ARTICLE 6

DUES DEDUCTION, MEMBERSHIP INFORMATION,
AND UNION POLITICAL ACTION COMMITTEE

New A. 11

Page 6

Proposed change: Add new wording in **BOLD** print.

11. Bargaining Unit Change Report

The Union will receive notice within forty-five (45) days when an IFPTE/32BJ bargaining unit employee enters and/or leaves the bargaining unit.

Tentative Approval



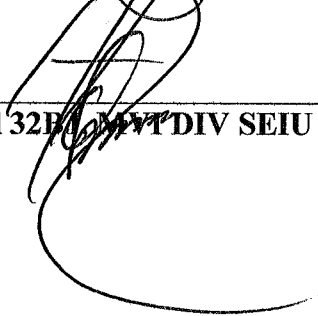
State of New Jersey

9/21/23
Date



Local 195, IFPTE

9/21/23
Date



Local 32BJ, NYTDIV SEIU

9/21/23
Date

ARTICLE 7 – GRIEVANCE PROCEDURE

Pages 8, 9, 10

Proposed change: Housekeeping language in **BOLD** print.

- D. 4. (No wording changes) Change 32BJ address from 356 to **536**.
- E. 2. (No wording changes) Change 32BJ address from 356 to **536**.
- F. 3. (No wording changes) Change 32BJ address from 356 to **536**.

Tentative Approval



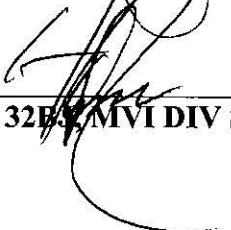
State of New Jersey

5/15/23
Date



Local 195, IFPTE

5/15/23
Date



Local 32BJ MVI DIV SEIU

5/15/23
Date

ARTICLE 7 – Grievance Procedure

Proposed change: add new language in BOLD print.

G. Modified Grievance Steps for Employees at State Colleges and Universities

1. Step One

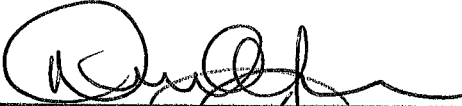
In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the office or individual designated by the College/University to process the matter. Management shall schedule a grievance meeting within ten (10) days unless the parties mutually agree to conduct a hearing. At the meeting one person shall act as spokesperson for the grievant and one person shall act as spokesperson for management. A reasonable number of resource people shall be allowed to attend the grievance meeting if mutually agreed to by the parties. A resource person is an individual in the active employ of the State who possesses direct information important to the clarification of the matter. The appropriate Union representative is set forth in Article 7. K. 1. c. When a meeting is conducted and no resolution is reached, management shall put forth a statement stating the issue(s) grieved, the contract articles cited in the grievance, a summary of each parties' presentation and a conclusion that no agreement between the parties has been reached and why such resolution has not been reached. Such written statement shall be rendered within the time frameworks outlined in Article 7. E. 2. b. The statement issued at Step One shall be construed as management's Step One decision.

Tentative Approval



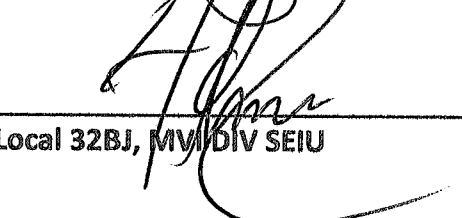
State of New Jersey

8/31/23
Date



Local 195, IFPTE

8/31/23
Date



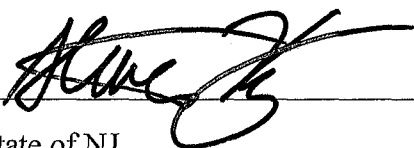
Local 32BJ, MVI DIV SEIU

8/31/23
Date

10.16.23 State counterproposal

Article 8,
L General Provisions
New 10

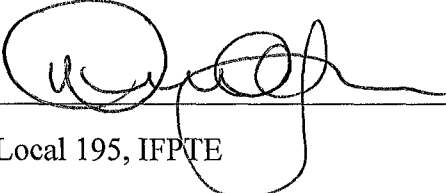
The State, upon request, will make available to the Union all witness statements relevant to the charges, investigation and other reports but excluding EEO investigations and workplace violence reports. If a department/agency relies on the contents of an EEO or workplace violence investigation reports in deciding to bring disciplinary charges against an employee, the reports shall be provided to the Union, subject to the Union entering into a confidentiality agreement. EEO and workplace violence investigation reports may be redacted where statutorily required or where necessary to protect personal information. The names of unit members will not be redacted from investigation reports. In addition, the parties will continue the existing practice of providing child abuse and neglect records subject to a confidentiality agreement already utilized by the parties.



State of NJ

10/16/23

Date



Local 195, IFPTE

10/16/23

Date



Local 32BJm MVI DIV SEIU

10/16/23

Date

ARTICLE 8 DISCIPLINE

L. General Provisions

New #12

Page 25

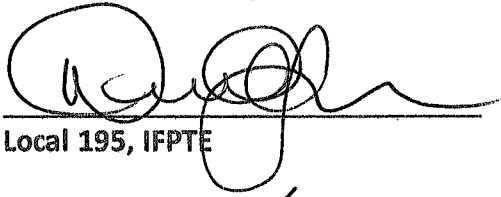
12. When a Final Notice of Disciplinary Action is given to an employee, the appointing authority will make best efforts to include the hearing officer report and the appropriate appeal form.

Tentative Approval



State of New Jersey

10 / 16 / 23
Date



Local 195, IFPTE

10 / 16 / 23
Date



Local 32BJ, MVI DIV SEIU

10 / 16 / 23
Date

8.24.23 Tentative Agreement

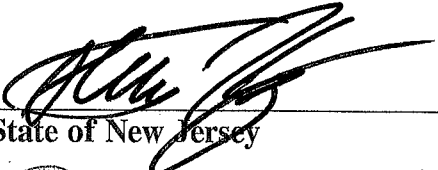
Article 10- Hours of Work

Section B (2).

Revise as follows:

When ~~shift or~~ scheduled changes are made, ~~based upon an emergency,~~ the employee shall be notified of such reasoning, the maximum possible notice shall be given and the employee's convenience shall be given consideration. **If a schedule change is made because of an emergency, the employee will be apprised of the nature of the emergency.**

Tentative Approval



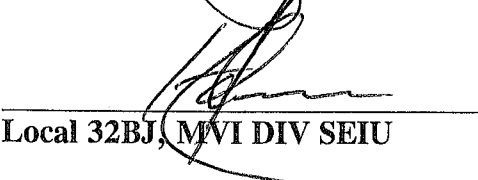
State of New Jersey

8/24/23
Date



Local 195, IFPTE

8/24/23
Date



Local 32BJ, MVI DIV SEIU

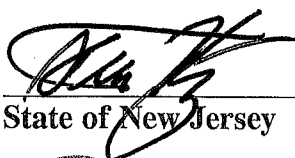
8/24/23
Date

Article 10- Hours of Work

Section C.

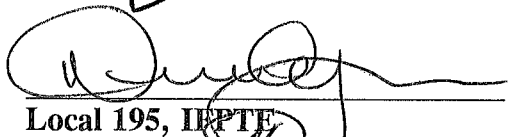
C. An employee whose shift is changed shall be given adequate advance notice which normally will be at least two (2) weeks and which shall not be less than one (1) week, except in the case of an emergency. **If a shift change is made because of an emergency, the employee will be apprised of the nature of the emergency.** Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled work week.

Tentative Approval



State of New Jersey

8/24/23
Date



Local 195, IBPTE

8/24/23
Date



Local 32B, MVI DIV SEIU

8/24/23
Date

ARTICLE 17 – PERSONNEL PRACTICES

Proposed change: add new language in **BOLD** print.


A. 1. When an employee is to be adversely affected by an individual change of title or Rate of compensation, he and the Union shall be notified of such change no later than one (1) week in advance of its implementation, provided, however, that the circumstances necessitating such change shall be foreseeable by the appointing agency prior to such one (1) week period.

Tentative Approval



State of New Jersey

8/31/23
Date



Local 195, IFPTE

8/31/23
Date



Local 32B, MVI DIV SEIU

8/31/23
Date

6.09.23 Tentative Agreement

ARTICLE 21 – HOLIDAYS

Proposed change: add new language in **BOLD** print.

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

- New Years' Day
- Matin Luther King's Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Good Friday
- Memorial Day (Last Monday in May)
- Juneteenth (3rd Friday in June)**
- Independence Day
- Labor Day
- Columbus Day (2nd Monday in October)
- Election Day
- Veteran's Day (November 11)
- Thanksgiving Day
- Christmas Day


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

Tentative Approval



State of New Jersey

6/9/23
Date



Local 195, IFPTE

6/9/23
Date



Local 32BJ, MVI DIV SEIU

6/9/23
Date

ARTICLE 24 – HEALTH BENEFITS PROGRAM,
PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM
AND EYE CARE PROGRAM
Section D. 1., 2., 3.
Page 44

Proposed change: Delete lined-out wording and add new wording in **BOLD**

D. Eye Care Program

1. It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a ~~\$40.00~~ **\$80.00** payment for regular prescription lens or ~~\$45.00~~ **\$90.00** for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of ~~\$35.00~~ **\$45.00** or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.


3. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period of July 1, ~~2021-2023~~ **2023** to June 30, ~~2023~~, **2025** and one payment for glasses and one payment for examination during the period of July 1, ~~2023~~, **2025** to June 30, ~~2025~~, **2027**. This program ends on June 30, ~~2025~~, **2027**. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

Tentative Approval



State of New Jersey

10/16/23
Date



Local 195, IFPTE

10/16/23
Date



Local 32BJ, MVI DIV SEIU

10/16/23
Date

8.31.23 STATE COUNTER TO 6.21.23 LOCAL PROPOSAL

ARTICLE 31- SPECIAL LEAVE
SPECIAL AND BEREAVEMENT LEAVE

New Section E

Page 49

E. 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 the Civil Service Commission.

Tentative Approval



State of New Jersey

9 / 21 / 23
Date



Local 195, AFPTE

9 / 21 / 23
Date



Local 32BJ, MVI DIV SEIU

9 / 21 / 23
Date

8.31.23 State Counterproposal to Local's 8.24.23 Proposal

ARTICLE 32 – SICK LEAVE
Section A.

Page 49

Proposed change: Delete lined-out working; add wording in BOLD print.

A. All classified employees covered by this Contract and eligible for sick leave with pay shall be entitled to the use of sick leave as provided herein. The State will comply with all requirements of the Federal Family Medical Leave Act (FMLA), ~~as well as~~ **as well as** the New Jersey Family Leave Act (NJFLA), ~~in administering this Article and will notify all employees covered by this Agreement of their rights under the FMLA and NJFLA.~~ **Employees may also be eligible to apply for as well as the Donated Leave Program (N.J.A.C. 4A:6-1.22), in administering this Article and will notify all employees covered by this Agreement of their rights under the FMLA, and NJFLA, and the Donated Leave Program. More information about the Donated Leave program is available from Human Resources. This section is for informational purposes only.**

Tentative Approval



State of New Jersey

9/21/23
Date



Local 195, IFPTE

9/21/23
Date



Local 32BJ, MVI DIV SEIU

9/21/23
Date

8.24.23 Tentative Agreement

ARTICLE 33 - UNION RIGHTS AND REPRESENTATIVES

Pages 51


Proposed change: Delete lined-out wording; add new language in **BOLD** print.

B. Leave of Absence for Union Activity

1. c. Written notice from the Union of the authorization of an individual to utilize such

leave time shall be given to the appointing authority where the individual is employed at least ten (10) days in advance of the date or dates of such meetings unless special approval is given by the State for shorter notice. It is understood that the Union authorization for use of this leave is intended to be fairly distributed within departments and institutions of the State. Leave will be granted to individuals authorized by the President of the Union, but shall be limited to a maximum of ~~twenty (20)~~ **twenty-five (25)** days of paid leave in a year and ~~seven (7)~~ **seven (7)** ~~ten (10)~~ days of paid leave for any single conference or convention for any individual employee. Upon written request by the Union, the State may approve exceptions to the ~~twenty (20)~~ **twenty-five (25)** day limit.

Tentative Approval




State of New Jersey

8/24/23
Date



Local 195, IFFRC

8/24/23
Date



Local 32B, MVI DIV SEIU

8/24/23
Date

ARTICLE 33 – UNION RIGHTS AND REPRESENTATIVES

Proposed change: Add new language in **BOLD** print.

H. Orientation Sessions

1. (First two paragraphs remain the same) The Department, Division or Motor Vehicle Commission holding the orientation will provide the Union with a thirty (30) minute period **or a forty-five (45) minute period if the number of new employees eligible for IFPTE membership exceeds fifteen (15)** in which to meet with new employees whose titles are covered under this contract, if so requested by the Union. The thirty (30) **or forty-five (45)** minute period shall be within the employee's workday but may not be during lunch or break time. (The rest of the paragraph remains the same.)

2. At State institutions in the Department of Human Services, the Department of Corrections, the Department of Military and Veterans Affairs and the Water Authority, the State will provide a thirty (30) minute period **or forty-five (45) minute period if the number of new employees eligible for IFPTE membership exceeds fifteen (15)** during the new employee's orientation period to allow a non-state employee representative of the Union to meet and explain the Union's responsibilities. The thirty (30) **or forty-five (45)** minute period shall be within the employee's work day but shall not be during lunch or break time. (The rest of the paragraph remains the same.)

3. No changes.

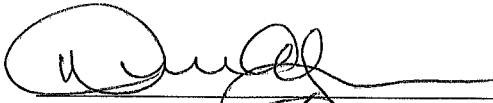
4. No changes.

Tentative Approval



State of New Jersey

8/24/23
Date



Local 195, IFPTE

8/24/23
Date



Local 32BJ, MVI DIV SEIU

8/24/23
Date

6.9.23 State Counterproposal to 4.17.23 Local Proposal

ARTICLE 35 -- JOB POSTING AND ANNOUNCEMENTS
CAREER SERVICE

Pages 56

Proposed change: Delete lined-out wording; add new language in **BOLD** print.

A. Promotional opportunities within the organizational unit in the competitive division ~~shall~~ **will** be ~~physically~~ posted prominently for seven (7) ~~seven (7)~~ ~~ten (10)~~ calendar days. The posting shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, and the procedure to be followed by employees interested in applying.

Tentative Approval



State of New Jersey

6/21/2023
Date



Local 195, IFPTE

6/21/2023
Date



Local 32BJ, MIV DIV SEIU

6/21/2023
Date

ARTICLE 35 – JOB POSTING AND ANNOUNCEMENTS
CAREER SERVICE

Proposed change: Housekeeping language in **BOLD** print.

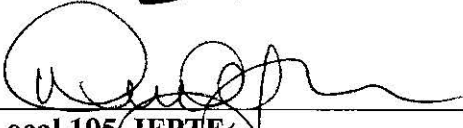
C. (No wording changes) ...Motor Vehicle Inspector Division of Local 32BJ, SEIU, MVI
Div. 356-536 New Brunswick Avenue, Fords NJ 08863...

Tentative Approval



State of New Jersey

5/15/23
Date



Local 195, IFPTE

5/15/23
Date



Local 32BJ, MVI DIV SEIU

5/13/23
Date

6.09.23 State Counterproposal to 4.17.2023 Local Proposal

ARTICLE 35 – JOB POSTING AND ANNOUNCEMENTS-
CAREER SERVICE


Section G. New
Old G becomes New H.

Page 57

Proposed change: Add wording in **BOLD** print.

G. All nonpromotional (lateral) job listing opportunities within a department ~~shall~~ **will** be posted prominently for 7 days or a length of time as determined by the appointing authority for operational needs. The posting shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, and the procedure to be followed by employees interested in applying.

Tentative Approval



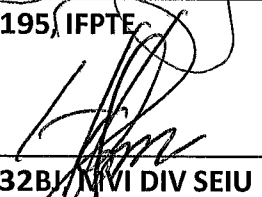
State of New Jersey

6/21/2023
Date



Local 195, IFPTE

6/21/2023
Date



Local 32B, NVI DIV SEIU

6/21/2023
Date

6.9.23 State Counter to LOCAL 4/17/2023 proposal

ARTICLE 36 – JOB VACANCY ANNOUNCEMENTS
FOR UNCLASSIFIED EMPLOYEES

Pages 57

Proposed change: Delete lined-out wording; add new language in **BOLD** print.

DS,
HR

A. In situations where a vacancy in a specific job classification series arises, job vacancy announcements should be posted in order to inform unit employees serving in appropriate titles of a promotional possibility. Such job vacancy announcement shall be prominently posted within an organizational scope as determined by management for ~~seven (7) - five (5) - ten (10)~~ **seven (7)** days. The announcement shall include a description of the job, any required qualifications, the location of the vacancy, the salary range, the hours of work and the procedure to be followed by employees interested in making an application.

Tentative Approval



State of New Jersey

6/21/2023
Date



Local 195, IFPTE

6/21/2023
Date



Local 32B, MWI DIV SEIU

6/21/2023
Date

8.31.23 State Counterproposal to Local's 4.17.23 Proposal

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ARTICLE 38 – LAYOFF AND RECALL – CAREER SERVICE

Page 58

A. In the event it is necessary to lay off employees the Union will be given notice of impending general layoff at once, in accordance with the civil service rules and regulations.

If prompt request is made, the layoff procedures will be discussed with the Union and a list of affected titles will be provided. **If a prompt request is made, a copy of the layoff plan approved by the Civil Service Commission will also be provided.** In addition, the Union will be provided with a list of name of employees in the unit whose position will be initially vacated or abolished, when such is available. It is recognized that the provisions set forth below are illustrative of portions of the layoff and recall rights established under Merit System Statutes and Regulations and that the overall system is administered by the Civil Service Commission.

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Tentative Approval



State of New Jersey

9/21/23
Date



Local 195, IFFLE

9/21/23
Date



Local 3281, MVI DIV SEIU

9/21/23
Date

9.21.23 State Counterproposal to Local's 8.31.23 Counter Proposal

ARTICLE 39 – LAYOFF AND RECALL FOR UNCLASSIFIED EMPLOYEES

Page 59

Proposed change: Add new language in **BOLD** print.

A. In the event management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect unclassified employees the following procedure shall be observed, except for Armorer III and IV and the unclassified employees at the New Jersey Water Supply Authority: ~~Prior to any discussion of a possible reduction in force, submittal of an RFP or its expansion into other entities and/or locations, the State shall involve the impacting Union. The State shall share their methodologies/studies or alternate strategies and mechanisms showing raw data of their reasoning. In the event it may be necessary to lay off employees the Union will be given notice of impending general layoff at once, in accordance with the civil service rules and regulations and the State and the Union agree to review the process prior to implementation.~~

1. The Union shall be notified of the layoff as far in advance as possible. **Upon request of the Union, the parties shall meet** ~~Within 5 days of the receipt of notice provided pursuant to this paragraph, the Union may request a meeting with the State to discuss possible alternatives to layoffs.~~
2. Affected employees shall be given a generalized notice of layoff at least forty-five (45) calendar days prior to the reduction in force.
3. The State will supply the Union with relevant data concerning the layoff.
4. Employees serving in the same job classifications within the work unit affected who, in the judgment of management, have performed unsatisfactorily; or are lacking with respect to having achieved or maintained necessary and/or expected certifications, degrees, or like qualifications; or in the judgment of management are not as capable as others to perform current or future work assignments shall at the option of management be laid off first. Due consideration shall be given to the concepts of affirmative action.
5. Where, in the judgment of management, the elements set forth in section A.4. above, do not distinguish employees affected by the reduction in force such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority. For purposes of this Article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the

employee's initial appointment to the particular job classification to which he is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority accrued prior to a layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the same job title in which he had been serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leaves of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper application of this Article shall not suffer any loss of seniority accrual.

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 various appointing authorities shall create and maintain a recall list by title composed of those employees who were laid off. The list shall continue in existence for nine (9) months following the date of layoff. Employees who are fully qualified, possessing credentials deemed necessary, whose performance has been satisfactory and who are capable of performing the work to be assigned shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to section A.4. above, however, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

8. The term job classifications as used in this article shall encompass all titles within a title series. Hence, layoff will be based upon total seniority within a title series when applicable.

Tentative Approval



State of New Jersey

9/4/23

Date



Local 195, IFPTE

9/21/23

Date



Local 32BJ, MVI DIV SEIU

9/21/2023

Date

ARTICLE 42 – Tuition Aid Program
and Apprenticeship Programs

Update Title of Article

Update B.

Add New C.

Page 64

Proposed change: delete lined-out wording; add new wording in **BOLD AND UNDERLINED** print.

B. The State Colleges/Universities Tuition Waiver Program is described in Letter of Agreement #9 #7 in the back of this Contract.

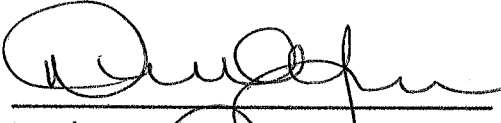
C. ~~Upon request of the Union within 180 days of ratification~~ **The the State and the Union will meet upon request and discuss the continuation and potential expansion of apprenticeship programs.**

Tentative Approval



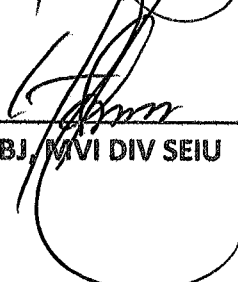
State of New Jersey

9/21/23
Date



Local 195, IFPTE

9/21/23
Date



Local 32BJ, MVI DIV SEIU

9/21/23
Date

ARTICLE 44 – PRESENTATION OF CONTRACT TO EMPLOYEES

Pages 65

Proposed change: Delete lined-out wording; add new language in **BOLD** print.

A. Printing of Contract

The State will reproduce this Contract in sufficient quantities so that each employee in the negotiations unit ~~may~~ **will** receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Contract. The cover of the Contract will include the seal of the State of New Jersey and the Union insignia. The Union will be supplied with a reasonable amount of reserve copies for its use. The expense of printing the Agreement shall be borne equally between the Union and the State.

Tentative Approval



State of New Jersey

7/25/23
Date



Local 195, IFPTE

7/25/23
Date



Local 32B6, MV/PLW/SEIU

7/25/2023
Date

ARTICLE 47 – MAINTENANCE OF BENEFITS, EFFECT
OF CONTRACT AND COMPLETE CONTRACT

Pages 66, 67

Proposed change: Housekeeping language in **BOLD** print.

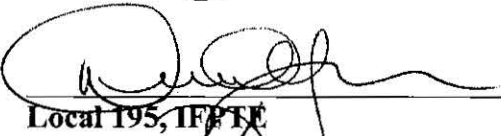
- B. (No wording changes) Change 32BJ address from 356 to **536**.
- C. (No wording changes) Change 32BJ address from 356 to **536**.

Tentative Approval



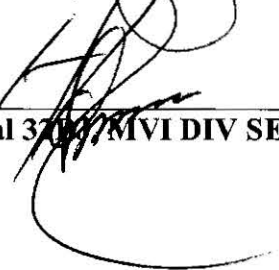
State of New Jersey

5/15/23
Date



Local 195, IF/TE

5/15/23
Date



Local 371, MVI DIV SEIU

5/15/23
Date

ARTICLE 49 – Notices

Page 67

Housekeeping – Fix typos

Proposed change: delete lined-out wording; add new wording in **BOLD** print.

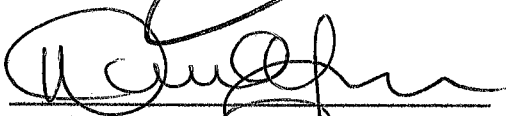
For the purpose of giving notice as provided in ~~Article 50~~ Article 51, Terms of Contract, the State may be notified through the Director, Governor’s Office of Employee Relations, State House, 225 W. State Street, 4th Floor, PO Box 228, Trenton, New Jersey 08625; and the Union through the President, Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, 186 North Main Street, Milltown, NJ 08850; or through the President of the Motor Vehicles Inspection Division of Local 32BJ, SEIU, MVI Div. ~~356~~ **536** New Brunswick Avenue, Fords, NJ 08863.

Tentative Approval



State of New Jersey

8/24/23
Date



Local 195, IFPTE

8/24/23
Date



Local 32BJ, MVI DIV SEIU

8/24/23
Date

8.31.23 Tentative Agreement

ARTICLE 51 – TERM OF CONTRACT, REOPENING,
SUCCESSOR CONTRACT AND NEGOTIATIONS PROCEDURES

Updates Section A. and B.

Page 69

Proposed change: delete lined-out wording; add new wording in **BOLD** print

A. Terms of Contract

This Contract 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~~ **2027**. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Contract.


B. Successor Contract

The Contract shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Contract. Such notice shall be by certified or electronic mail sent prior to February 1, ~~2023~~ **2027**, or February 1, of any succeeding year for which the Contract has been renewed. The parties agree to enter into collective negotiations concerning a success Contract to become effective on or after July 1, ~~2023~~ **2027** subject to the provision above.

C. Negotiations Procedures

(Remains the same)

Tentative Approval



State of New Jersey

8/31/23
Date



Local 195, IFPTE

8/31/23
Date



Local 32BJ, MVI DIV SEIU

8/31/23
Date

LETTER OF AGREEMENT #18

Union and Department of Transportation

Within 30 days of ratification, the Union and the Department of Transportation shall meet to discuss a possible trial program regarding Article 12(c), overtime responses and the impact on employee discipline.

Tentative Approval



State of New Jersey

10/16/23
Date



Local 195, IFPTE

10/16/23
Date



Local 32BJ, MVI DIV SEIU

10/14/23
Date

State Counterproposal

October 16, 2023

Letter of Agreement #19


Title Reassessment

The Union reserves its right to request title reevaluations with the Civil Service Commission, except for those who will migrate on July 1, 2024.




State of New Jersey

Dated: 10/16/23



Local 195, IFPTE

Dated: 10/16/23



Local 32BJ, MVI DIV SEIU

Dated: 10-16-23

APPENDIX 4 – 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%.

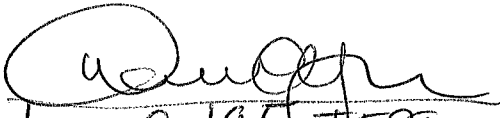
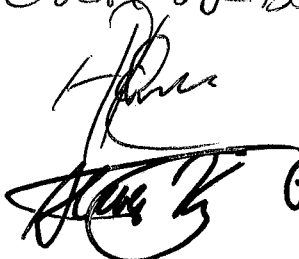
e. Annual Process for Applying the Escalator/De-escalator

- 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 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

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

provided to the Union in advance of the meeting. If an agreement is reached, ^{the} 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.


Local 195 IFPTE
Local 32 BS
H. P. 10-16-2023
 G. ER 10/16/23