

Agreement



BETWEEN THE
STATE OF NEW JERSEY

AND THE
STATE TROOPERS FRATERNAL
ASSOCIATION OF N.J., INC.

FOR THE UNIT CONSISTING OF
TROOPER
TROOPER II
TROOPER I
OF THE DIVISION OF STATE POLICE

JULY 1, 1982—JUNE 30, 1984

**STATE TROOPERS UNIT
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This Agreement made as of the 1st day of July, 1982, by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers Fraternal Association of New Jersey, Inc., hereinafter called the "ASSOCIATION".

WHEREAS the parties hereto have entered in collective negotiations and desire to reduce the results thereof to writing, NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I
RECOGNITION

The State recognizes the Association as the sole and exclusive representative for all Troopers in the Division of State Police but excluding Sergeants, Lieutenants, Captains, Majors, Lt. Colonels and the Colonel, for purposes of negotiating terms and conditions of employment.

ARTICLE II
DUES CHECK-OFF

A. The State agrees to deduct from the salaries of Association members biweekly dues for membership in the Association provided the member has signed and filed an appropriate written authorization as required by Law.

The dues so deducted will be transmitted by the 15th of the month following the month in which the deductions were made, to the Association's treasurer. The Association shall certify to the appropriate State official in writing the current rate of the membership dues.

Dues deductions for any employee in this bargaining unit shall be limited to the Association, the duly certified majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 provided a notice of withdrawal is filed timely with the responsible payroll clerk.

B. It is agreed that employees who are not members of the Association shall be required to pay a fair share fee in lieu of the regular dues, fees and assessments of members. The fair share fee shall be determined by the Association but shall not exceed 85% of the payments of regular members. New employees who are not Association members shall be required to pay the established fair share fee in the first payroll period following thirty (30) days of employment. The fair share fee shall be withheld from regular bi-weekly payroll and remitted to the Association at the same time and in the same manner as monies collected for dues. Any change in the rate of deduction shall be provided to the State thirty (30) days prior to its implementation.

This provision shall become effective in the first payroll period thirty (30) days after the Association has submitted satisfactory evidence of the establishment of a demand and return system as provided in the statute. It is further conditioned upon the additional requirements set forth in Sections 2 and 3 of Chapter 477 Laws of 1979, and such requirements must be continuously met.

**ARTICLE III
MANAGEMENT RIGHTS**

The State shall retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested therein by the laws and constitutions of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited or modified by the terms of the Agreement between the State and the Association and The New Jersey Employer-Employee Relations Act, Chapter 303, L. 1968 as amended, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

**ARTICLE IV
NO STRIKE**

During the term of this Agreement the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, or job actions which interfere with or interrupt the operation of the Division.

**ARTICLE V
HOURS OF WORK AND OVERTIME**

A. Hours of Work

1. The time period covered by this Agreement shall be divided into work cycles consisting of twenty-eight (28) consecutive calendar days.

2. During each work cycle all employees of the unit shall work tours of duty which in the aggregate total one hundred and sixty (160) hours excluding scheduled meal time. Meal time will not be scheduled in those assignments where meal facilities are not available to the employee.

3. The regularly scheduled work day shall consist of no less than eight (8) hours and shall not include split shifts.

B. Overtime

1. During the period of this agreement employees who are authorized or ordered to work hours in excess of those scheduled in either half cycle (days 1 to 14 or days 15 to 28 of the cycle) shall be compensated for such hours worked as follows: (Note: the scheduled hours for a half cycle may be as few as sixty-four (64) and as many as eighty-eight (88). The total scheduled hours for two halves of a cycle will be one hundred and sixty.)

a. For general uniformed road duty troopers: The first eight (8) hours worked in either half cycle beyond those scheduled shall be paid for (1) by granting hour for hour of compensatory time off in the two (2) successive half cycles or (2) if not paid then, in the third half cycle compensatory time at the rate of time and one half or (3) if not paid then at time and one half in cash. Hours beyond the

eighth extra hour worked in a half cycle are compensable at time and one half in cash. General road duty troopers are defined as uniformed troopers assigned to road stations under the squad concept who work shift work on the pass list. Troopers assigned to TAC-PAC and radar units are not considered to be general road duty troopers. Other troopers and detectives not within the definition of general road duty trooper above, assigned or attached to road stations or reassigned to other temporary assignments are excluded.

b. For all other troopers: The first twelve (12) hours worked in either half cycle beyond those scheduled shall be paid for, (1) by granting hour for hour of compensatory time off in the two (2) successive half cycles or (2) if not paid then, in the third half cycle compensatory time at the rate of time and one half or (3) if not paid then, at time and one half in cash. Hours beyond the twelfth extra hour worked in a half cycle are compensable at time and one half in cash.

c. The time limit for granting of compensable time off may, by mutual agreement, be extended, but not for an unreasonable period as follows: An employee may execute a waiver of the provision affecting payment in cash or compensatory time for hours worked, up to a maximum of eight (8) hours in each half work cycle, for unspecified reasons, or to grant an employee's request pursuant to paragraph D.1., 3. and 4., in which the employee is granted hour for hour compensatory time off at mutually acceptable future times. These hours though waived are counted for the purpose of determining eligibility for cash payments in a. or b. above.

d. No more than one payment in cash or compensatory time shall be made for any hour worked.

C. Emergency Work Program

One hundred and seventy-five (175) hours of uncompensated time for each employee will be set aside semi-annually (January 1st and July 1st) for emergency recall to duty, when such emergency recall to duty is authorized or declared by the Governor. The State will apply to the Legislature for payment at straight time for each of the one hundred and seventy-five (175) hours of emergency time worked by an employee and not otherwise compensated.

Any emergency time expended by an employee which is in addition to the one hundred and seventy-five (175) hours emergency time shall be compensated for at straight time pay for each hour so worked.

D. Use of Compensatory Time

1. Employees who are required to work on a Saturday or Sunday which had been scheduled as a day(s) off, will, to the extent practicable, be granted a Saturday or Sunday as compensatory time.

2. No compensatory time shall be lost as the result of an inter-troop transfer.

3. An employee may, upon request, accumulate compensatory time and be granted said time off in hours up to and including a full working day, to be scheduled at the discretion of the Troop Commander or his designee. The request for taking said time off will not be unreasonably denied.

4. Upon request, compensatory time may be attached to vacation with the approval of the Division.

5. The scheduled use of compensatory time shall be governed by the following principles:

a. When hours of compensatory time earned in a half cycle are assigned as time off in succeeding half cycles, the assignment shall provide a minimum of forty-eight (48) hours notice unless a lesser period is mutually agreed upon. These compensatory time hours off shall normally be assigned in full shift or half shift periods when practicable and when sufficient earned time is available.

b. If a trooper earns less than eight (8) hours of compensatory time he/she may exercise an option to accumulate them and combine with other compensatory time toward an eight (8) hour total which can be scheduled off as a full shift at a mutually convenient time even if beyond the normal period of two (2) half cycles. Such hours are taken on an hour for hour basis.

c. When non-scheduled hours are worked and the Division adjusts the previously scheduled hours, the trooper shall not be required to work a period of less than a half shift (four hours) of previously scheduled time. Adjustments of previously scheduled time may reflect unforeseen occurrences. When such changes are made, the trooper shall be given as much notice as is practicable under the circumstances.

E. Call In Time

1. When an employee is called in for duty outside normal tour of duty, or on a day when not scheduled for duty, the employee shall be guaranteed a minimum of three (3) hours compensation, whether or not the three (3) hours are worked, except when the end of the call-in period coincides with the beginning of his scheduled shift.

2. When an employee is required to appear before any court, administrative agency or judicial tribunal as a witness, or otherwise in matters directly related to the exercise of responsibilities emanating from employment on a day not scheduled to work, or is called in at a time other than normal tour of duty, the employee shall be guaranteed a minimum of three (3) hours compensation regardless of the actual time involved, except when the call-in period falls within the three-hour period immediately preceding the scheduled shift.

ARTICLE VI

TIME OFF

A. Vacations

Troopers shall receive annual vacation without loss of pay as follows:

1. Less than one (1) year of service, one (1) day vacation for each month of service. Service will not include time spent in the Academy.

2. After one (1) year of service and up to five (5) years service, twelve (12) days vacation.

3. After five (5) years service and up to twelve (12) years service, fifteen (15) days vacation.

4. After twelve (12) years service and up to twenty (20) years service, twenty (20) days vacation.

5. After twenty (20) years service, twenty-five (25) days vacation.

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

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

B. Holidays

1. All troopers shall be entitled to the following holidays as additional days off without loss of pay or if worked, shall be compensated with compensatory time off:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

2. a. When the Governor grants a holiday which is in addition to the existing scheduled number of holidays, Troopers shall be granted such additional holiday, which shall be scheduled at the discretion of the Troop Commander or his designee.

b. In the event the Governor grants less than a day off, Troopers shall be granted an equal number of hours regardless of the assignment of the Troopers.

C. Bereavement Leave

1. All Troopers shall be permitted bereavement leave with pay not to exceed three (3) calendar days to be taken during a period beginning with the date of death of spouse, children, brothers, sisters, mothers, fathers, mothers-in-law, fathers-in-law, grandparents of employee or spouse and grandchildren or any other member of the employee's household, and ending the day after the funeral.

2. The aforesaid bereavement leave shall not be construed as a limitation or restriction on the emergency leave practices beneficial to employees heretofore applied by the Division of State Police, but shall merely be considered a guarantee of a minimum leave in cases of death as referred to herein.

3. It is expressly understood by and between the parties that such bereavement leave, or part thereof, will only be granted when the three (3) days or part thereof

occur on the affected Trooper's duty day or duty days.

D. Layoff and Recall

When it is necessary to lay off employees of the Unit, the Association shall be notified at once. Division seniority shall be the determining factor in identifying those to be affected, and layoffs shall be implemented in inverse order of hiring (those hired last being laid off first). The State will provide a minimum of forty-five (45) calendar days notice of layoff to affected employees. Laid off employees' names shall be placed on a special re-employment list, and persons on such list will be given preferential consideration over all other applicants considered for appointment, or employment and rehired in reverse order of layoff without examination.

ARTICLE VII

LEAVES OF ABSENCE

A. Leave of Absence Without Pay

An employee may make written application for a leave of absence. The application shall set forth the reason for the request and should be forwarded through channels to the Superintendent. Leave of absence without pay for a maximum period of six (6) months shall only be granted under unusual circumstances where denial would result in extreme personal hardship and deprivation of opportunity for the requesting employee. Consideration of such requests shall be weighed against the negative effect of such leave on Division operations and scheduling. The decision with regard to the granting or denial of requests for leave of absence under this article shall lie ultimately with the Superintendent.

B. Personal Leave Days

1. Effective after July 1, 1982, there shall annually be three (3) personal leave days with pay granted to employees. Such leave shall not be cumulative.
2. Newly hired employees shall be credited with one-half (½) day of personal leave after each full calendar month of employment to the maximum allowance in each year as provided above.
3. Scheduling the use of personal leave days shall be in accordance with the principles surrounding use of vacation time. Consideration shall be given to emergency use of such leave.

ARTICLE VIII

PROMOTIONS

A. Promotion to Trooper II and Trooper I

1. Promotions to Trooper II and Trooper I are based on the law and the annual appropriation provided.
2. Commanders shall submit the names of all eligible personnel for promotional consideration and any recommendations of Station Commanders, staff and subordinate officers to the Superintendent.

3. a. All promotions are probationary for one (1) year during which time the individual must meet the requirement of the new rank or grade as established by the Superintendent. Failure to meet the requirements will subject the individual to reduction to former rank or grade.

b. When conditions warrant, the Superintendent may extend the probationary period an additional six (6) months.

B. Promotions to Sergeant and Detective Sergeant

1. Promotions to the rank of Sergeant and Detective Sergeant shall be made based upon the application of criteria to be established by the Division as to each vacancy to be filled by promotion.

2. When such vacancies occur, the Division shall announce all criteria to be met by the candidates and the weight to be assigned to each of the criterion announced which will constitute the exclusive basis for promotion in accordance with provisions set forth in this article.

3. a. The announcement shall be made as follows:

(1) By teletype message to each station, troop, section, bureau and unit;

(2) By written notice posted on all official STFA bulletin boards throughout the Division;

(3) By written copies personally delivered or mailed to the President of the STFA.

b. The announcement shall be made in a minimum of two weeks prior to the actual promotions.

c. The announcement shall contain the following information:

(1) An exact description of the specific vacant position;

(2) The location of the vacancy by section or troop, bureau, unit or station;

(3) The title and rank of the vacancy;

(4) The criteria to be met by candidates;

(5) The exact percent of total weight to be assigned each criterion.

(6) In the event the Division elects to use or apply seniority in any form it shall be included in detail in its notice of vacancy.

4. a. The total weight to be assigned to criteria shall be 100 percentage points (100%).

b. The Division shall apply the criteria to each candidate and shall prepare a list of candidates for each position vacancy in order of highest to lowest total score, including the individual scores relating to each of the criterion.

c. (1) The candidate(s) with the highest numerical score(s) shall be first promoted, subject to the Superintendent's judgement that the candidate with the highest score on the list is qualified for promotion. If the Superintendent

determines that the candidate with the highest score on the list is not qualified for promotion, that list will no longer be utilized.

(2) If the list remains effective for a period after the announced vacancies are filled, subsequently announced similar vacancies may be filled from the remaining list in the order of the highest score subject to the Superintendent's determination that such list shall continue and subject to his judgement that the highest scoring individual(s) on the list is (are) qualified for promotion.

5. a. At a reasonable time prior to the date of formal announcement, the Division shall provide the President of the STFA the list(s) of candidates as described in B.4.b. above.

b. Each candidate shall be notified in writing of his/her final score and numerical standing on the list(s) within a reasonable time prior to the announcement of promotion.

c. The list(s) of candidates shall remain in effect until otherwise determined by the Division, provided the criteria for the specific announced vacancy does not change.

d. In the event a candidate rejects an offer of promotion to a specific announced vacancy he/she shall be removed from the list and the candidate with the next highest score on the list(s) shall be considered for the promotion. The candidate who rejected the promotion shall remain eligible for other announced vacancies on other lists, if any, for which he or she is qualified.

e. (1) Within the two week period following the announcement of the promotion(s), all candidates shall be afforded the opportunity, upon written request, to examine their scores, gradings, documentation and other factors relating to the application of criteria. Extension of the two week period may be granted in unusual circumstances where the trooper is not available.

(2) Upon written request, the Division shall provide the Association with information relating to the process and mechanics utilized by the Division in the scoring of any or all candidates.

(3) A promoted candidate shall receive written notification of the new rate of pay and date of rank within one (1) week after promotion and shall within ten (10) days of the effective date of the promotion assume the vacant position for which the promotion was announced, subject to the overriding operational requirements of the Division.

6. All promotions are probationary for one (1) year during which time the employee must meet requirements of the new rank or grade established by the Superintendent. The probationary period may be extended for an additional six (6) months if the Superintendent deems that conditions warrant the extension and, in such cases, the affected employee and the Association shall be notified of such extension, in writing, prior to the expiration of the original one (1) year

probationary period. In the event the employee fails to meet the requirement of the new rank or grade, he/she may be subject to reduction to the former rank or grade. In the event the Superintendent effects such a reduction during or at the conclusion of the probationary period, the affected employee shall receive, in writing, the specific reasons for the reduction including, but not limited to, the requirements not met by the employee during his/her probationary period or as extended. If no reduction in rank or grade takes place at the conclusion of the original probationary period or as extended, then the probation will be deemed ended.

7. In order to provide the employee with that information necessary in order to prepare for and otherwise be guided in the attainment of career goals, the Division shall:

a. Provide the Association and the unit membership with notice of any changes in criteria in advance of announcements for vacancies.

b. The Division shall make reasonable attempts to develop a text or list of approved source material for the guidance and information necessary to meet the criteria for specific positions to which employees can aspire and apply for promotion.

8. In the event the Division elects to include a written or oral examination as part of the promotional process, all procedures relating to the use of such examination shall be negotiated to the extent required by law.

9. The promotional procedure set forth in the article shall be uniformly applied to all employees. Arbitration disputes arising under the article shall be limited to consideration of the procedures set forth herein. In no case shall an arbitrator consider the propriety of the application of promotional criteria or the selection of the most qualified candidate(s).

ARTICLE IX SPECIALIST SELECTION

A. Normally, except as Division needs require, position vacancies for Specialists will be announced via teletype specifying the appropriate criteria to be met by applicants. Said announcement shall be posted for at least seven (7) days on bulletin boards throughout the Division.

B. The Troop Commander shall forward a complete list of all Troopers who meet the criteria and who have expressed interest in the position to the appropriate Division office. Should a Trooper submit a summary of his qualifications that summary will be forwarded for review in the selection process.

C. When requested by a Trooper applicant, the Division will provide reasons for the selection which has been made. If specifically requested, such response will be made in writing. Either request must be made within thirty (30) days of the selection. If a Trooper fails to request the reasons for the selection, the Trooper shall waive the right to proceed through the grievance procedure.

D. For the purpose of this Article, all Trooper positions assigned to Division or Troop Headquarters (except Tactical Patrol Units) and Station Detectives are to be considered Specialist positions.

ARTICLE X

SALARY, MAINTENANCE AND FRINGE BENEFITS, JULY 1, 1982 to JUNE 30, 1984

A. Administration

All salary adjustments will be made consistent with the provisions, practices and policies of the State and in accordance with the State Compensation Plan effective at the time.

B. Compensation Program

1. Subject to Legislative enactment providing full appropriation of funds for these specific purposes, the State agrees to provide the following benefits during fiscal years 1982-1983 and 1983-1984, effective at the time stated, and payable then or within a reasonable time after enactment of the appropriation.

2 a. The base salary of each employee shall be increased by six (6%) percent across the board effective in the first pay period of fiscal year 1982-83. An additional two (2%) percent of the original base salary paid in the last pay period of fiscal year 1981-1982 shall be granted effective in the fourteenth (14) pay period of fiscal year 1982-83.

b. The base salary of each employee shall be increased by five (5%) percent across the board effective in the first pay period of fiscal year 1983-84. An additional four (4%) percent of the original base salary paid in the last pay period of fiscal year 1982-1983 shall be granted effective in the fourteenth (14) pay period of fiscal year 1983-84.

c. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate the increase for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to this adjustment.

3. During the period July 1, 1982 to June 30, 1984 normal merit increments shall be paid to all eligible employees. In each year of this agreement, each employee eligible to receive a merit increment on his or her first or second anniversary date (computed from the initial appointment to Trooper) shall be granted an additional incremental increase provided that no such additional increment shall be granted which would result in a salary beyond Step 5 of the salary range.

4. The maintenance allowance for all employees in fiscal year 1982-1983 shall be \$3750. The maintenance allowance for all employees in fiscal year 1983-1984 shall be \$4000.

5. Maintenance allowance shall continue during absence while on authorized sick leave as a result of non-service connected injury or illness.

6. The State-administered Prescription Drug Program for dependents shall be continued during this Agreement in accordance with applicable legislation. Each employee shall be provided with an authorization and identification card.

7. All employees not provided transportation shall be compensated at the rate of fourteen (14) cents per mile for travel in their vehicle to and from their place of assignment and permanent place of residence in excess of twenty (20) highway

miles each way. This mileage rate shall be adjusted on a cents per mile basis equal to adjustments made in paragraph 8 below.

8. Employees authorized to use a personal vehicle in the performance of their duties shall be compensated for such use at the rate of eighteen (18) cents per mile, portal to portal, as provided or adjusted by law.

9. a. Clothing allowance shall be paid at the rate of \$450 annually, commencing with the first pay period of fiscal year 1982-1983, and \$550 commencing with the first pay period of fiscal year 1983-1984 to all employees of the unit eligible for such allowance.

b. Employees of the unit not eligible for the clothing allowance provided in 9.a. above shall receive a uniform maintenance allowance which shall be paid at the rate of \$350 annually commencing with the first pay period of fiscal year 1982-1983 and \$450 commencing with the first pay period of fiscal year 1983-1984.

C. Dental Care Program

1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.

2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child, or family coverage.

3. Each employee shall be provided with a brochure describing the details of the Program, enrollment information and the required forms.

D. Eye Care Program

1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$25 payment for prescription eye glasses with regular lenses and a \$30 payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one payment during the two year period this program will be in effect. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

2. Eligible dependents of full-time employees shall be eligible for a maximum payment of \$25 or the cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, once during the period of this Agreement.

E. Special Compensation

1. Effective in the first full pay period in July, 1982 there shall be a special salary adjustment of an additional incremental step for each Trooper I whose total length of service in the State Police is thirteen (13) years or longer. When the service requirements are met subsequent to July 1, 1982, the increment will be granted on the next normal anniversary date in fiscal year 1982-1983 or 1983-1984. No Trooper I shall advance more than one additional incremental step beyond the maximum step of the range.

2. Employees who are scheduled or authorized to work between the hours of 9:00 p.m. and 7:00 a.m. shall be granted special compensation computed at the rate of seven (7%)percent of their base hourly salary rate for each full or quarter hour worked. This special compensation shall be accumulated and paid in December of each year of this Agreement. This special compensation shall not become part of base salary for the computation of premium payments.

F. Cooperative Effort

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

ARTICLE XI

TUITION REIMBURSEMENT

A. 1. Employees may be eligible for tuition reimbursement for post-secondary courses (taken at a properly accredited educational institution) which are directly job related and/or necessary to increase such employee's expertise in his or her area of work, as determined by the Superintendent, provided the employee is not being reimbursed for the same course(s) from other sources, such as L.E.E.P. and/or the V.A.

2. The maximum reimbursement per credit shall be equivalent to the tuition at the State Colleges or the actual tuition, whichever is less.

3. Approved courses shall be taken during off duty hours.

B. 1. Written application must be made through channels to the Training Bureau prior to enrollment in a course of study, stating the basis for the request for reimbursement. Within twenty (20) calendar days a response will be made in writing as to whether or not the Division will provide reimbursement subject to the availability of funds.

2. In order to secure reimbursement the employee must complete the course of study and maintain a course grade of not less than "C" or equivalent at the undergraduate level, or satisfactory for program completion in graduate study. Written proof of payment of tuition must be submitted to the Division along with a copy of the final grade received.

3. Tuition reimbursement shall ordinarily not exceed twelve (12) credits per year.

C. The operation of this program is subject to the availability of funds. In the event that funds are not sufficient to meet all requests which would otherwise be approvable, the State may provide tuition reimbursement at less than full cost.

ARTICLE XII
GRIEVANCE PROCEDURE

A. Establishment

This Article establishes the policy and procedure for the submission and settlement of grievances of Troopers of the New Jersey State Police.

B. Definition of a Grievance

The term "Grievance" shall mean an allegation that there has been:

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of the written rules and regulations, policy or procedures affecting the terms and conditions of employment.

C. Purpose

1. In order to promote a cooperative employer-employee relationship within the Division, it is the policy of the Division to establish and provide the best working conditions and personnel relations possible. Adherence to this policy should minimize grievances; however, it is recognized that grievances may arise, and when they do, the parties mutually agree to make every effort to settle such grievances.

2. It shall be the responsibility of all officers and non-commissioned officers of the Division to consider and take appropriate action promptly and fairly upon grievances of their subordinates.

D. Application

1. Every employee shall have the right to present a grievance in accordance with the procedures set forth in this Agreement, provided, however, that when any grievance is not presented through the Association, notice of the filing of the grievance and a copy of the same shall be forwarded to the President of the Association prior to any grievance meetings with the grievant. In such case, the Association shall be given the opportunity to be present at all grievance meetings or discussions held on such grievances.

2. A grievance on behalf of an employee or employees of this unit may be initiated by the President of the Association or his designee who shall commence the grievance procedure at Phase One except as otherwise provided herein where commencement shall be at Phase Three.

3. These procedures are not applicable to matters relating to removal or disciplinary action resulting from hearings pursuant to the Rules and Regulations.

4. Grievances relating to written reprimands issued pursuant to the Rules and Regulations shall be subject to these procedures, except that these grievances shall be submitted directly to the Superintendent within ten (10) days of the receipt of the written reprimand. If not resolved at that phase, the grievance may be submitted to Phase Four of this procedure for the Attorney General's final determination.

5. The imposition of any penalty shall be stayed pending the review of the employee's grievance if timely filed.

6. A Trooper, his/her representative or any witnesses relevant to the grievance who attend a scheduled grievance hearing while on duty, shall not be required to make up such time or the reasonable time required to travel to and from such meeting. Any such representative or witness who is an employee of the Division and who desires to appear as a participant must submit a request through channels for time off to attend any grievance hearing and such request must be granted, except in emergency situations.

7. Copies of all written grievances and written determinations at each phase, will be forwarded to the Association President or his designated representative before the expiration of the time limits within which the grievant or Association must move to the next phase of the grievance procedure or to arbitration or Attorney General's determination.

8. Group grievances, i.e., grievances involving more than one (1) individual employee of this unit as grievants, shall be presented to a designated superior officer common to all employees of the grievant-group.

9. Grievances involving the issue of promotion may be filed initially at Phase Three.

10. If the finding or resolution of a grievance at any phase in the formal grievance procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Failure of the State to take the appropriate action with the time limits specified in this Article should be construed as a rejection of the grievance. However, any time limitations may be extended by written mutual agreement.

E. Grievance Investigation-Time Off

1. When a grievance has been formally submitted in writing and the Association represents the grievant, and where the Association officer or other mutually acknowledged Association representative who has been recognized for these purposes requires time to investigate such grievance to achieve an understanding of the specific problem during working hours, the officer or representative will be granted permission and reasonable time, to a limit of one (1) hour to investigate without loss of pay. Requests for the use of this time shall be acted upon promptly. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the officer or representative and of any involved employee are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and, upon request, could be extended beyond the one (1) hour limit for specified reasons if, to the supervisor, the circumstances warrant an exception to this limit.

2. If a request for use of grievance investigation time is denied by the supervisor, the Association representative making the request may appeal that judgement directly to the Labor Relations Officer without prejudice to the rights of the Association under the grievance procedure.

3. The Association and the State shall discuss and agree upon the representatives of the Association who shall have the authority to implement this procedure and the area or function they may represent. Thereafter the parties shall keep a current list of all mutually agreed upon representatives and their respective areas of authority.

F. Mechanics

The Trooper may orally and informally present any grievance arising out of employment to the Trooper's immediate superior. Within three (3) calendar days of such presentation, the immediate superior will reply to the Trooper.

1. Phase One

A grievance may be submitted in writing by the Trooper or the Association representative to the Trooper's immediate superior within fifteen (15) calendar days from the act or event which is the subject of the grievance or fifteen (15) calendar days from the date on which the grievant (employee, group, or Association) should reasonably have known of its occurrence or of the acquisition of knowledge of the act or event which is the subject of the grievance. The immediate superior shall provide the Trooper and the Association with a written determination within ten (10) calendar days of the grievance submission.

2. Phase Two

In the event the grievance is not satisfactorily resolved, the Trooper, the Association President or his designee may present the grievance within ten (10) calendar days of receipt of the immediate superior's written determination, through channels to the Troop Commander, Section Supervisor, or their designee, who shall make a written determination within (15) fifteen calendar days of receipt of the written grievance. A copy of the response shall be forwarded to the grievant and the Association.

3. Phase Three

a. In the event the grievance is not satisfactorily resolved, the Association may, within ten (10) calendar days of receipt of the Troop Commander, Section Supervisor, or designee's written determination, submit the written grievance to the Superintendent through channels explaining the specific nature of the grievance and the relief sought on the form provided.

b. Within five (5) days of the receipt of the grievance, the Superintendent or his designee shall advise the Association if he intends to conduct a hearing and schedule same within fifteen (15) days of receipt of the grievance. If no hearing is to be held, the Association may advance the grievance to Phase Four a. or b. as appropriate.

c. The Superintendent may respond in writing to the substance of the grievance at this time or at any time within twenty (20) days of receipt of the grievance notwithstanding the above stated right of the Association to move the grievance to Phase Four.

d. If a hearing is held, the Superintendent or his designee shall provide a written decision within twenty (20) days of receipt of the grievance or not later

than five (5) days after the completion of the hearing if later. A copy of the decision shall be forwarded to the Office of the Attorney General, the grievant and the Association.

4. Phase Four

a. If a grievance as defined in paragraph B.2. of the Grievance Procedure is not satisfactorily resolved as provided in Section F.3. above, the Association may, within ten (10) calendar days from receipt of the answer to Phase Three, or if no answer is received, or no hearing held, submit the grievance to the Attorney General. The Attorney General or his designee shall review the grievance and take whatever action he deems appropriate. The Association shall have an opportunity to present its views on the issue in dispute. A written decision shall be rendered within twenty (20) calendar days of the submission of the grievance, which shall be final and binding on the parties. In no event shall the Attorney General's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

It is understood this procedure is on a trial basis and may be terminated by the Attorney General. It is further understood that the trial utilization is not intended to preclude the Association from pursuing its position as to the arbitrability of such issues before the Public Employment Relations Commission via a scope of negotiations petition.

Nothing herein shall preclude the Attorney General from designating the Policy Council to hear B.2. grievances as the final step.

b. (1) If a grievance, as defined in paragraph B.1. of this Article, is not satisfactorily resolved at Phase Three, the Association may, within twenty (20) calendar days from receipt of the answer, or from the date on which the answer was due submit the grievance to arbitration upon written notice to the Superintendent and the Director of the Office of Employee Relations.

(2) The parties have agreed to four (4) permanent arbitrators, Maurice Benewitz, Benjamin Wolf, Robert Light, and Paul Krebs who shall serve on a rotational basis, during the term of this Agreement. In no event shall an arbitrator be selected who cannot conduct a hearing within sixty (60) calendar days of submission to arbitration. If none of the named arbitrators is available within the time period, then arbitration shall be conducted pursuant to the Rules of the Public Employment Relations Commission. The arbitration decision shall be final and binding upon the parties. In no event shall the arbitration decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement. The cost of the arbitrator shall be borne equally by both parties.

(3) At the request of either party a pre-arbitration conference shall be held at a mutually convenient time and place to frame the issue(s) or to attempt a resolution of the grievance. Factual stipulations and issues of discovery may be addressed in an attempt to avoid delays in the arbitration procedure if it is to be undertaken. Such conference will not delay the arbitration of the grievance unless

mutually agreed upon by the parties.

G. Expedited Grievance Procedure

1. The Association, through its President, may make written request to the Superintendent for expedited handling of a grievance. The request must set forth the specific nature of the grievance and the relief sought and must be submitted within seven (7) calendar days from the date on which the act or event which is the subject of the grievance occurred, or seven (7) calendar days from the date on which the grievant should reasonably have known of its occurrence.

2. Requests for use of the expedited grievance procedure may be appropriate for those grievances where the granting of a timely remedy would be precluded because of the time limits set forth in Section F of this Article, and where the central issue involved in the grievance is clearly of very substantial consequence or emergent in nature.

3. The Superintendent shall respond within forty-eight (48) hours of receipt of a request for expedited grievance handling with a determination regarding whether the expedited procedure should be invoked. If the Superintendent denies the request, the Association may appeal the decision to a special arbitrator selected in advance by the parties, who shall determine the sole issue of whether the expedited procedure should be invoked under the terms of this agreement. The decision of the arbitrator on this issue shall be binding on the parties, and should be transmitted to the parties in the most expeditious manner. Upon denial of expedited processing by the arbitrator, the grievance may be initiated within eight (8) days at the proper phase under paragraph D. or F. of this Article.

4. If the Superintendent grants expedited processing of a grievance, or if the special arbitrator orders expedited processing, the Superintendent shall make a ruling on the merits within ten (10) working days of such determination.

5. If the Superintendent denies the grievance on its merits or fails to respond within the required ten (10) day period the Association may appeal that decision to arbitration, except as provided under paragraph G.6 following. Under these procedures, the arbitrator selected must be able to schedule a hearing on the grievance within thirty (30) days of the Superintendent's denial of the grievance or thirty (30) days after the expiration of the ten (10) day period established in paragraph G.4. (whichever occurs first). The arbitrator will be required to render a decision on the merits of the grievance within fifteen (15) days of the completion of the hearing.

The arbitrator shall first be solicited from within the permanent panel of arbitrators named under this Article. If none of the permanent arbitrators can satisfy the conditions set forth above, an arbitrator from outside the permanent panel may be selected under the Procedures of the Public Employment Relations Commission.

6. A grievance, as defined under paragraph B.2 of this Article, that would normally proceed to the Attorney General shall not be entitled to arbitration as provided in paragraph G.5. above. Upon denial of such a grievance on its merits by the Superintendent, or the expiration of the ten (10) day period established in paragraph G.4. (whichever occurs first) the Association may make written appeal of

the decision directly to the Attorney General. In the event of such appeal, the Attorney General shall render a decision within fifteen (15) days and such decision shall be final and binding on the parties.

7. The Superintendent may initiate the expedited grievance procedure set forth herein with respect to any pending grievance. If the Association objects, the matter is appealable to the special arbitrator as provided under paragraph G.3. of this Article.

8. The parties agree that Mr. Jack Pearce and Mr. John Tesauro shall serve as the special panel of arbitrators described in paragraph G.3. The arbitrator shall be selected on a rotational basis in each incident.

Costs of expedited arbitration shall be shared by both parties.

9. Whenever the expedited grievance procedure shall be utilized, expedited processing will in no way serve to modify, amend or otherwise alter the conditions established in the grievance procedure unless specifically provided for in paragraph G.

ARTICLE XIII INTERNAL INVESTIGATION PROCEDURE

A. Establishment

1. This establishes the internal investigation procedures to be followed when a Trooper is questioned by a superior officer in connection with a State Police investigation.

B. Purpose

1. Troopers of the Division hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the State.

2. The security of the State depends to a great extent on the manner in which Troopers perform their duty. Their employment is thus in the nature of a public trust.

3. The management, administration, disposition and discipline of the Division of State Police have been delegated to the Superintendent.

4. The wide-ranging powers and duties given to the Division and its Troopers involve them in all manner of contacts and relationships with the public. Out of these contacts questions may arise concerning the actions of Troopers. These questions may require immediate investigation by superior officers designated by the Superintendent.

5. These procedures are established to ensure certain rights to Troopers under investigation and shall not be construed to limit supervisory or command authority in normal operations. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following

procedure is established.

C. Mechanics

1. Before a Trooper is ordered to respond to a complaint by Special Report he shall be advised of the specific nature of the complaint and the time period involved if possible.

2. If a Trooper of the Division is placed under arrest or is likely to be placed under arrest he shall be afforded all constitutional rights.

3. Upon request, the Trooper shall be furnished with a copy of the guidelines set forth in the Internal Investigation Manual concerning rights and obligations of a Trooper as a principal during the internal investigation procedure.

4. The questioning of a Trooper shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and when the Trooper is on duty. If the urgency of the investigation requires that he be questioned while on duty leave, he shall be awarded compensatory time off.

5. The questioning shall be conducted at a location designated by the investigating officer, usually at the headquarters or sub-station to which the Trooper being questioned is assigned.

6. Before any questioning takes place, the Trooper shall be apprised of the following:

a. Identity of the officer in charge of the investigation and the identity of the officer conducting the questioning, including ranks, names and assignments. Also, the identity of all persons present during questioning.

b. Nature of the investigation, including any allegation and/or any violation of rules, regulations and orders involved.

c. If applicable, name(s) of the complainant and/or witness, in writing. The addresses of complainants and/or witnesses need not be disclosed.

d. Whether the Trooper is involved in the investigation as a principal or as a witness at that time.

e. Upon being advised of the above, the Trooper shall so acknowledge on the appropriate form.

7. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals and telephone calls as are reasonably necessary.

8. It shall be the duty of each Trooper of the Division of State Police to answer pertinent questions regarding any matter which is the subject of investigation.

ARTICLE XIV

CLAIMS ADJUSTMENT

A. Where a loss or damage to personal property is sustained as a result of an action taken in the performance of an assigned duty of an employee of this unit, such loss will be adjusted. A claim for such loss must be filed with the employer within

thirty (30) days of the date of the loss on a claim form provided by the employer which shall be filled out by the employee, including the requested adjustment. The State shall provide aid and instructions necessary for the completion and processing of the forms.

B. The thirty (30) day requirement for the filing of such claim may be extended by mutual agreement, and shall not be unreasonably withheld.

ARTICLE XV

ACCESS TO PERSONNEL FILES

A. Within fifteen (15) working days of a written request, an employee shall on an annual basis be granted a specific date upon which to review his personnel file which is maintained at Division Headquarters. Such review shall be made in the presence of an appropriate official of the Division, and shall not require a loss of the requesting employee's paid time. The personnel file subject to examination shall include the employee's employment application, performance appraisal forms, letters of commendation, record of promotions, special training or other related achievements, reports of criticism or fitness, reprimands, suspension, fines, demotions, and other disciplinary action. Nothing in this Article shall be construed as granting an employee access to confidential documents other than the above items or to preemployment investigation reports, or other information received from sources under an understanding of confidentiality, regardless of whether or not these materials are normally maintained in the same file or folder with other personnel records.

B. Subsequent to such review of an employee's personnel file, the employee shall be allowed to place in the file a response of reasonable length to any material contained therein.

C. An employee may request the correction or expungement of information in the file where there are pertinent and substantive inaccuracies. Such request shall not be unreasonably denied when the inaccuracies can be satisfactorily documented by the employee.

D. No document of anonymous origin shall be maintained in an employee's personnel file and no complaint shall be retained in the employee's personnel file.

ARTICLE XVI

REENLISTMENT

A. Where refusal to reenlist is contemplated, the Trooper will be advised of such pending action and counselled as to his faults or failings in order that he may have an opportunity to improve.

B. Notice of refusal to reenlist shall normally be given to the Trooper two (2)

weeks prior to the expiration of his enlistment.

C. If a Trooper is refused reenlistment, he may request the reasons in writing within two (2) weeks of that refusal and such reasons will be given.

ARTICLE XVII

ASSOCIATION BULLETIN BOARDS

A. The Division shall provide space on a bulletin board at each substation, Troop Headquarters and Division Headquarters for the use of the State Troopers Fraternal Association of New Jersey, Inc. The space provided shall be one-fourth (¼) of the available space on each such board but not to exceed two (2) feet by three (3) feet.

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

C. Any material which the State alleges to be in violation of the conditions above shall be promptly removed. Any dispute as to the appropriateness of any posting may be initiated as a grievance at Phase Two or submitted to the Office of Employee Relations for determination.

ARTICLE XVIII

TRANSFER

A. Transfer orders will be communicated to the affected Trooper as soon after their issuance as is practical.

B. No Trooper shall be transferred on less than ten (10) days notice to him of the proposed transfer, but this notice requirement does not apply to emergency assignments.

C. Any Trooper submitting a request for transfer or consideration for a particular assignment shall receive from Division Headquarters or the Troop Commander, whichever is appropriate, an acknowledgement and response, or acknowledgement with a notification when a response will be transmitted, within two (2) weeks from such submission. Such response and acknowledgement shall be in writing.

ARTICLE XIX

INFORMATION AND SPECIAL PROVISIONS

A. The Association agrees to furnish to the Division of State Police a complete list of all officers and representatives of the Association together with their titles, addresses and designation of responsibility and to keep such list current. The Association will also provide copies of its constitution and by-laws or other governing articles and keep them current.

- B. The State agrees to provide to the Association on a quarterly basis, a mailing list of names and addresses of all Troopers in the unit covered by this Agreement.
- C. The Division agrees to give the Association an opportunity to meet with each State Police recruit graduating class of the Academy, for one (1) hour, during the last week prior to graduation, to explain and discuss the structure, purpose and function of the Association.
- D. When the Division publishes the Triangle for the information of employees, announcements or statements of Association meetings or affairs shall be included, time and space permitting, if requested by the Association, provided such announcements are consistent with the editorial practices in effect.
- E. A copy of all Rules and Regulations, Standing Operating Procedures, Operations Orders, Administrative Orders and Personnel Orders will be forwarded to the Association President. The information so supplied and documents pertaining to grievances may be shared with the Association's counsel for the proper functioning of the Association in representing its members. The information shall be treated with the same confidentiality as Division policy requires. All of the materials supplied remain the property of the Division. The President shall sign a receipt for all information received.
- F. The Evaluation System shall be applied equally to all Troopers.

ARTICLE XX

INTER-OFFICE MAIL

Where the Association has mail to be delivered to its officers, Executive Board members, and Station representatives, or material previously approved for posting on Bulletin Boards, the inter-office mail system will be made available provided that priority is retained for the business of the State.

ARTICLE XXI

OUTSIDE WORK

- A. A Trooper may engage in outside employment with prior approval of the Superintendent.
- B. A Trooper desiring to engage in outside employment shall request permission in writing from the Superintendent. Approval or disapproval of such requests shall be transmitted within fourteen (14) calendar days.
- C. It is understood that outside employment shall in no way interfere with the efficient operation of the Division and the absolute priority of the Trooper's responsibility to assignments in his work as a Trooper.
- D. Any grievance under this Article shall be submitted directly to the Superintendent, and if not resolved may be submitted as a grievance under paragraph B.2. of Article XII by the Association.

ARTICLE XXII

ASSOCIATION-STATE COMMITTEE

- A. A committee consisting of State representatives, Division personnel and Association members shall be established for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise.
- B. Said committee may meet sometime during the months of March, June, and September or whenever the parties mutually deem it necessary. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiation meetings but are intended as a means of fostering good 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. A maximum of eight (8) members of the Association, the Association Executive Secretary and the Association Attorney may attend such meetings and, if on duty, shall be granted time off to attend not to be deducted from the time provided in Article XXIII.

ARTICLE XXIII

ASSOCIATION SECURITY

A. 1. The State and Division of State Police agree that the conduct of the internal affairs of the Association is the sole responsibility and right of the officers and members of the Association.

2. The State, Division of State Police and the Association agree not to discriminate against, interfere with, or coerce any employee in the exercise of his right to form, join and assist the Association or to refrain from any such activity.

The Association shall have the right to exercise its lawful and constitutional prerogatives except as specifically restricted by this Agreement.

B. 1. a. Officers and/or members of the Executive Board (or designees) of the Association shall be granted a total of one hundred and seventy-five (175) days per year leave, not to be deducted from their duty leave or vacation, to pursue the affairs of the Association. In addition, one hundred and seventy-five (175) days leave without pay per year shall be granted under the conditions as provided herein.

b. This leave is to be used for participation in training programs or other Association activity for which appropriate approval by the Office of Employee Relations is required. Such approval shall not be unreasonably denied.

c. The allocation of such leave among the Officers and members of the Executive Board shall be determined solely by the Association, except that such leave shall be limited to a maximum of twenty (20) days of paid leave in each yearly period and seven (7) days of paid leave for any single conference or

convention for any individual employee.

2. A maximum of twenty (20) such leave days which are not utilized in one contract year may be carried forward for use in the next contract year.

3. The Association may, upon request to the Office of Employee Relations, be advanced a maximum of twenty (20) such leave days in any contract year, in which the provided one hundred and seventy-five (175) leave days have been exhausted. Any leave days so advanced will then be deducted from the number of leave days normally creditable in the next contract year. Approval of requests for advances of such leave time shall not be unreasonably withheld.

C. Application for approval including the reason for the use of such leave on behalf of Officers or Executive Board members of the Association shall normally be made orally five (5) days in advance and confirmed in writing by the Association President to the Office of Employee Relations. Such leave shall not be unreasonably denied.

D. The Officers of the Association shall be allowed use of a telephone at State facilities where practicable, and where it does not interfere with the State's normal operations. The STFA shall reimburse the State for any telephone charges. Abuse of this right shall result in forfeiture.

E. It is recognized that Executive Board members and station representatives of the Association have a need for continuity in their assigned locations which exceeds that of other Troopers. It is, therefore, agreed that:

1. Station representatives of the Association will not, subject to the overriding operational requirements of the Division, be routinely transferred involuntarily, except that he is subject to normal rotational transfer to or from toll roads.

2. Executive Board members will not be involuntarily transferred from the Troop to which they are assigned when named to that office for the term of office but not exceeding two (2) years, providing such retention may be interrupted if emergency conditions warrant, and except that he is subject to normal rotational transfer to or from toll roads.

F. The President and the First Vice-President of the Association shall be given priority for the assignment of day jobs. Such priority will not apply where emergency conditions exist.

ARTICLE XXIV SAVINGS

In the event any provision of this Agreement shall conflict with any Federal or State law, the appropriate provision or provisions of this Agreement shall be deemed amended or nullified to conform to such law in which event such provision

may be renegotiated by the parties.

**ARTICLE XXV
COMPLETE AGREEMENT**

- A. The State and the Association acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed. The parties hereby waive any right to further negotiations except as specifically agreed upon and except that proposed new rules, or modifications of existing rules, affecting working conditions, shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the laws of the State of New Jersey.
- B. The State agrees that all mandatorily negotiable benefits, terms and conditions of employment relating to the status of Troopers of the Division of State Police covered by this Agreement shall be maintained at standards existing at the time of the agreement.
- C. If, during the term of this Agreement, legislation becomes effective which has the effect of improving wages or fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.
- D. The Division of State Police will include a request for an annual medical examination for all Troopers over the age of thirty (30) years in its fiscal year budget submission for each year covered by this Agreement.
- E. All terms of this Agreement are subject to budgetary and/or legislative limitations or changes.

**ARTICLE XXVI
NON-DISCRIMINATION**

The State and the Association agree that the provisions of the Agreement shall apply equally to all Troopers and that there shall be no intimidation, interference, or discrimination because of age, sex, marital status, race, color, creed or national origin, political activity, private conduct or Association activity which is permissible under law and which does not interfere with an employee's employment obligation.

**ARTICLE XXVII
PRINTING OF AGREEMENT**

The State will reproduce this Agreement in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Agreement. The

Agreement cover will include the seal of the State of New Jersey and the Association insignia.

ARTICLE XXVIII
CONTRACT NEGOTIATION

A. This Agreement shall continue in full force and effect until June 30, 1984, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail prior to October 1 in the year preceeding the contract expiration that it desires to amend the terms of this Agreement. Either party may submit to the other a written list of changes desired in the terms of a successor Agreement.

B. Should either party notify the other of its desire to amend this Agreement through the procedure in A. above, the terms of this Agreement shall remain in force until the effective date of a successor Agreement, unless one party notifies the other party of its discontinuation within ninety (90) days.

C. Collective negotiation meetings shall be held at times and places mutually convenient to the parties.

D. The State agrees to grant the necessary duty time off to Association officers and representatives not to exceed six (6) in number, to attend scheduled negotiation meetings.

MEMORANDUM OF UNDERSTANDING I

It is understood by the parties that the State's obligation to defend and indemnify employees against liability claims or judgments arising out of the performance of their official State duties is governed by the TORT Claims Act, specifically N.J.S.A. 59:10A-1 through 59:10A-6. For informational purposes, it is here stated that the above obligation has been interpreted by the Attorney General of New Jersey to include actions against State Troopers and Non-Commissioned Officers alleging false arrest, except that such obligation shall not extend to false arrest actions where it is determined by the Attorney General that:

- a. the act or omission was not within the scope of employment; or
- b. the act or omission was because of actual fraud, willful misconduct or actual malice; or
- c. the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.

Additionally, the State's obligation to indemnify shall not extend to any award for punitive damages ultimately granted against the Trooper or Non-Commissioned Officer who is the defendant in the action.

In any of the above matters, the Attorney General may determine and authorize the use of outside counsel where, in his judgement, such is warranted. In such cases the reasonable costs of such counsel shall be borne by the State.

MEMORANDUM OF UNDERSTANDING II

The parties hereby agree that Article V (Hours of Work and Overtime) may, at the expiration of one year of the current two year contract, be reopened at the request of the Association. Such request must be filed by the Association with the Office of Employee Relations after June 1, 1983. When such request is filed, negotiations on that Article shall commence promptly thereafter.

If negotiations commence, the State reserves the right to reopen Article X (Salary Maintenance and Fringe Benefits) of the current contract for a one year extension beyond the June 30, 1984 expiration date of this contract. Notice by the Office of Employee Relations for the State of its intent to reopen Article X must be given to the Association within ten (10) days from the receipt of the Association's request to reopen.

It is understood by both parties that only Article V (Hours of Work and Overtime) and Article X (Salary, Maintenance and Fringe Benefits) may be negotiated and be subject to N.J.A.C. 19:13-1.1 - 19:13-3.11 and N.J.S.A. 34:13A-14 - 34:13A-21, as well as N.J.A.C. 19:16-1.1 - 19:16-7.1.

In the event negotiations and/or interest arbitration on these two articles concludes with an agreement or an interest arbitration award on both articles, the remaining articles of the contract shall remain as they currently are through June 30, 1985.

In the event any portion of Article V or Article X is deemed to be nonnegotiable for any reason, then either party may withdraw its request for reopening of the agreement, and the other party's right to reopen shall be terminated. In such case, the current contract and all of its terms shall remain in full force and effect through June 30, 1984.

Further, in the event the State does not exercise its right to reopen Article X after the Association has reopened Article V, then the current contract, as modified as to Article V, by agreement or award shall continue in full force and effect through June 30, 1984.

Notice of Impasse and Request for Interest Arbitration may be made at any time after June 30, 1983. The resolution of the Hours of Work and Overtime reopener shall be made effective not later than the first full pay period on or after September 1, 1983, unless another date is mutually agreed upon by the parties or another date is determined by the interest arbitrator in his award which shall under no circumstances be later than June 1, 1984.

It is understood that neither party is required to file a notice to commence collective negotiations with PERC pursuant to N.J.A.C. 19:16-2.1 for the purpose of reopening the existent agreement under this Memorandum of Understanding.

Further, it is agreed that neither party is required to file its notice of impasse and request for compulsory interest arbitration within the time prescribed in N.J.S.A. 34:13A-16 or N.J.A.C. 19:16-5.1 et. seq. in order to comply with the terms of this Memorandum.

