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BETWEEN THE

STATE OF NEW JERSEY

AND THE

STATE TROOPERS NCO

ASSOCIATION OF N.J., INC.

FOR THE UNIT CONSISTING OF

SERGEANT

DETECTIVE SERGEANT

SERGEANT FIRST CLASS

DETECTIVE SERGEANT FIRST CLASS

OF THE DIVISION OF STATE POLICE

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This Agreement made as of the 26th day of July, 1974, by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers NCO Association of New Jersey, Inc., hereinafter called the "ASSOCIATION".

WHEREAS the parties hereto have entered into 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 enlisted members in the Division of State Police but excluding Troopers, Lieutenants, Captains, Majors, and the Colonel, for collective negotiations concerning wages, hours and conditions of employment.

## **ARTICLE II DUES CHECK - OFF**

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 Chapter 310, P.L. 1967.

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.

## **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 Chapter 303, L. 1968, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

**ARTICLE 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, job actions which interfere with or interrupt the operation of the Division.

**ARTICLE V  
HOURS OF WORK AND TIME OFF**

**A. Hours of Work of Non-Commissioned Officers (NCO's)**

1. Effective July 1, 1974, the basic work week for all NCO's shall be 40 hours per week except for the following:
  - a. The basic work week for Sergeants assigned to road stations in Troop A, Troop B and Troop C, shall be computed by subtracting the authorized monthly duty leave, and any holiday(s), vacation or other authorized duty leave granted in the month, from the total number of hours in the month and dividing the remainder by the number of weeks in the month.
  - b. NCO's whose current assignment requires them to perform as Duty Officers or Assistant Duty Officers, may be required to continue such duties in addition to their regular duties, and be granted compensatory time off according to current practice until January 1, 1975, thereafter NCO's who perform such duties shall be granted compensatory time off.
  - c. Detective Sergeants (DSG) and Detective Sergeants First Class (DSFC) assigned to special functions\* may be required to work more than eight hours per day as a condition of that assignment and time worked beyond eight hours per day is not subject to compensatory time off, however, if such time worked is beyond four hours, compensatory time off shall be granted for any hours so worked, and provided further, if a DSG or DSFC is recalled to duty after completing his daily tour of duty or if he is required to work more than five days in any work week, or on a holiday, or on a vacation day, he shall be granted compensatory time off.

The Division shall, to the extent operationally possible, attempt to maintain the duty time of all DSG and DSFC at 40 hours per week.

- d. NCO's assigned to the Governor's Security Unit and the Helicopter Patrol Bureau shall continue to be scheduled for work according to current practice until January 1, 1975.
  2. Accumulated compensatory time shall be granted prior to transfer.
  3. All NCO's who are required to work in excess of their basic work week shall be granted compensatory time off hour for hour within 60 days and said time may be attached to vacation with permission. In the event of overriding operational requirements, the time limit of 60 days may be extended.
- B. All other existing policies, practices and orders of the Division concerning assignment and number of duty hours, allowance of duty leave, sick and vacation leave for all NCO's covered by this Agreement shall continue except as otherwise modified by this Agreement.

*\*For the purpose of this Article  
Special Functions are:*

*Intelligence Bureau at Division Headquarters  
Investigation Section at Division Headquarters  
(all Bureaus and Units except DSG's and  
DSFC's assigned to Troop D.)*

## **ARTICLE VI VACATIONS**

- A. Effective 7/1/74 Non-Commissioned Officers shall receive annual vacation without loss of pay as follows:
1. Less than one (1) year service, one day vacation for each month of service. Service will not include time spent in the Academy.
  2. After one (1) year 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 years service, twenty (20) days vacation.
5. After twenty (20) years service, twenty-five (25) days vacation.

**B.** Selection of vacation periods shall be made first by rank, then by seniority in rank and then by seniority in service. Each Non-Commissioned Officer shall be guaranteed a minimum of at least five (5) consecutive working days vacation or one (1) calendar week, whichever is longer in calendar days, during the period June 15 through Labor Day of the calendar year. This shall not be construed as a restriction upon the application for additional consecutive weeks during such period. Such additional consecutive weeks shall not be unreasonably denied.

**ARTICLE VII  
HOLIDAYS**

**A.** Effective 7/1/74 Non-Commissioned officers shall be entitled to the following holidays as days off without loss of pay or if worked, shall be compensated by compensatory time off:

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

**B.** When the Governor grants a holiday or other time off which is in addition to the existing scheduled number of holidays, Non-Commissioned Officers shall be granted such additional holiday or other time off, which shall be scheduled at the discretion of the Troop Commander or his designee. In the event the Governor grants less than a day off, Non-Commissioned Officers shall be granted an equal number of hours regardless of the assignment of the Non-Commissioned Officer.

## **ARTICLE VIII PROMOTIONS**

- A. Promotions to the ranks of Sergeant First Class, Detective Sergeant First Class or Lieutenant made after December 31, 1974, shall be predicated on the following criteria:
1. **Written Examinations** - A maximum weight of 34% prorated on the numerical score achieved on the written examination.
  2. **Seniority** - A maximum weight of 20% based on the member's years of creditable service in the Division of State Police. For each year of such service a member shall receive 1% per year to the maximum. Creditable service commences with enlistment after graduation from the New Jersey State Police Academy and does not include time lost during suspension(s) nor time lost between resignation and reinstatement.
  3. **Performance** - A maximum of 46% based on job related experience, evaluation of past work performance, record of conduct, medical condition and potential to perform in the next higher rank and any other factors relevant to a particular promotion.
- B. Effective with signing of this Agreement the Division agrees to abolish the rank of Staff Sergeant from its Table of Organization. All members currently holding the rank of Staff Sergeant will be promoted to the rank of Sergeant First Class. All future promotions from the rank of Sergeant or DSG shall be to Sergeant First Class or DSFC.
- C. Commencing with the signing of this Agreement and on or before November 1, 1974, an organization independent of the Division of State Police will develop written examinations which will be employed by the Division in the promotion process described in A.1. of this Article. Said organization shall also recommend the frequency of testing, and any other criteria related to the written examination based upon obtaining input by interviewing Association Officers, and members of the Association as well as management members of the State Police.

**ARTICLE IX  
SALARY AND MAINTENANCE**

A. Effective June 23, 1974, the salary schedule for members of the Negotiating Unit shall be modified as follows:

	Range	Increment	1st	2nd	3rd	4th	5th	6th	7th	Maximum
<b>Sergeant and Detective Sergeant</b>										
<b>Present</b>	A20	526	10523	11049	11575	12101	12626	13153	13679	14205
<b>6/23/74</b>	A20	588	11152	11710	12268	12826	13384	13942	14500	15058
<b>Sergeant First Class and Detective Sergeant First Class</b>										
<b>Present</b>	A23	609	12181	12790	13399	14008	14617	15226	15835	16444
<b>6/23/74</b>	A23	646	12911	13557	14203	14849	15495	16141	16787	17433

Pursuant to the provisions and regulations of the State Compensation Plan,  
effective July 1, 1974 and July 1, 1975

normal merit increments will be granted at the member's assigned anniversary date, providing he is not at the maximum salary of the assigned range.



- B. During the term of this agreement, the annual rate of maintenance allowance for all employees of the unit will be \$2,862.
- C. Maintenance allowance shall continue during absence while on authorized sick leave as a result of non-service connected injury or illness.
- D. All members not provided transportation shall be compensated at the rate of ten (10) cents per mile for travel to and from their place of assignment and permanent place of residence in excess of 25 highway miles each way.
- E. All members authorized to use a personal vehicle in the performance of his duties shall be compensated for said use at the rate of fourteen (14) cents per mile, portal to portal.
- F. All members of the Unit eligible for clothing allowance will be paid at an annual rate of \$160.00.

**ARTICLE X  
GRIEVANCE PROCEDURE**

**A. Establishment**

This Article establishes the policy and procedure for the submission and settlement of grievances of Non-Commissioned Officers (NCO) 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, mis-interpretation, or improper application of the terms of this Agreement; or
2. A claimed violation, mis-interpretation, or mis-application 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 of the Division to consider and take appropriate action promptly and fairly upon grievances of their subordinates.

#### **D. Application**

1. Every NCO shall have the right to present his 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 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 members 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 Two.
3. Group grievances; i.e., grievances involving more than one individual member of this unit as grievants, shall be presented to the lowest ranking commissioned officer common to all members of the grievant-group.
4. The Association may present a grievance in its name on its own behalf or on behalf of all members of this unit as a body, and such grievance shall have the same force and effect as a grievance on behalf of an individual member grievant and shall be processed through all of the phases of the grievance procedure including arbitration or submission to the Governor's Employee Relations Policy Council as the case may be and in accordance with the provisions contained in this Article. In cases of Association

grievances, such grievances shall be forwarded directly to any Troop Commander or Section Supervisor at Phase One of the grievance procedure.

5. These procedures are not applicable to matters relating to removal or disciplinary action resulting from disciplinary hearings pursuant to the Rules and Regulations, except that the issuance of verbal and written reprimands are subject to this grievance procedure. Grievances relating to verbal or written reprimands shall be presented directly to the Superintendent or his designee at Phase Two of the Grievance Procedure within fifteen (15) calendar days of the receipt of the verbal or written reprimand, and if not resolved at that phase of the grievance procedure, the grievance may be submitted to arbitration pursuant to Phase Three (b) of Section E. of this Article.
6. The imposition of any penalty shall be stayed pending a determination of any grievance if timely filed.
7. The grievant, grievants, and his or their representative who attend a scheduled grievance meeting or discussion while on duty shall suffer no loss of pay as a result thereof and shall not be required to make up such time and the reasonable time required to travel to and from such meeting or discussion.
8. Where the grievant, grievants or the Association requires the attendance at any grievance meeting or discussion of a witness, such witness shall be permitted to appear thereat without loss of pay and without the requirement of making up such time and reasonable travel time to and from such meeting.
9. When a grievance has been submitted and where the Association President or his designee requires time to investigate such grievance to achieve an understanding of the specific work problem, during working hours, the Association President or his designee will be granted permission and reasonable time, to a limit of one (1) hour, exclusive of travel time, to investigate said grievance without loss of pay. It is understood that the NCO's Troop Commander or Section Chief shall schedule such time

release, providing the work responsibilities of the NCO's are covered and provided further there is no disruption of work. Such time release shall not be unreasonably denied. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Association officials or preparation for presentation at a grievance meeting.

10. Time limits herein may be extended by written agreement of the parties.

## **E. Mechanics**

### **1. Phase One**

- a. The grievant, individual or group, or the Association on behalf of the grievants or on behalf of itself, may submit a written grievance setting forth the specific nature of the grievance and the relief sought, within fifteen (15) calendar days of the act or event or of the acquisition of knowledge of the act or event which is the subject of the grievance to his or their Troop Commander, Section Supervisor, or their designee, or to any Troop Commander or Section Supervisor, in the case of Association grievances. The Troop Commander, Section Supervisor or their designee, shall answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance to the grievant or grievants and to the Association.

### **2. Phase Two**

- a. In the event the grievance is not satisfactorily resolved at Phase One, the Association may within ten (10) calendar days from the receipt of the written answer to the grievance by the Troop Commander or Section Supervisor or their designee or, if no answer is received from the Troop Commander or Section Supervisor or their designee within the time provided in Phase One for such answer, within twenty five (25) calendar days from the date of submission of the grievance to the Troop Commander, Section Supervisor or their

designee, whichever applies, submit the written grievance to the Superintendent.

- b. The Superintendent shall initiate such action as he deems necessary to process the grievance. Meetings between the parties to this Agreement to resolve the matters in dispute may ensue. The answer of the Superintendent to the grievance shall be in writing and shall be submitted to the Association within twenty (20) calendar days of the receipt of the written grievance by him.

### **3. Phase Three (a)**

- a. If the grievance as defined in Paragraph B.1. of this article is not satisfactorily resolved at Phase Two, the Association may within twenty (20) calendar days from receipt of the Superintendent's answer to Phase Two or, if no answer is received from the Superintendent within the time provided in Phase Two for such answer, within forty (40) calendar days from the date of submission of the grievance to the Superintendent at Phase Two, whichever applies, submit the grievance to arbitration by demand for arbitration upon the Office of Employee Relations, with notice to the Superintendent of State Police.

(1) The parties shall agree to three permanent arbitrators who shall serve during the term of this agreement. The arbitrators shall rotate so that each arbitrator shall preside at every third arbitration case, but if the designated arbitrator cannot preside at his scheduled arbitration within thirty (30) days of the demand for arbitration, then the designated arbitrator shall miss his turn and the next arbitrator on the rotated list shall preside. If the latter cannot preside at the arbitration within the thirty (30) day period, then the third arbitrator shall preside. If none of the three permanent arbitrators can preside at the arbitration hearing within the thirty (30) day period, then an arbitrator

will be selected by the parties pursuant to the Rules of the New Jersey Public Employment Relations Commission.

(2) If the parties are unable to agree on the panel of permanent arbitrators as set forth in E.3.(1) above, then the selection of arbitrators, during the term of the contract, will be made in accordance with the Rules of the New Jersey Public Employment Relations Commission.

- b. The arbitrator's decision shall be final and binding on the parties with regard to grievances as defined in Paragraph B.1. of this Article. In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this agreement.
- c. The cost of the arbitrator shall be borne equally by both parties.

#### **4. Phase Three (b)**

- a. If the grievance, as defined under Paragraph B.2. of this Article, is not resolved to the satisfaction of the Association, the Association may, within twenty (20) calendar days from receipt of the Superintendent's answer in Phase Two or, if no answer is received from the Superintendent within the time provided in Phase Two for such answer, within forty (40) calendar days from the date of submission of the grievance to the Superintendent at Phase Two, whichever applies, submit the grievance (by demand for hearing) to the Governor's Employee Relations Policy Council with notice to the Office of Employee Relations and the Superintendent of State Police.
- b. The Governor's Employee Relations Policy Council shall conduct a hearing to determine the facts and to render a decision within thirty (30) calendar days from the submission of the grievance, which shall be final and binding on the parties with regard to grievances as defined in Paragraph B.2. of this Article. The hearing before the Council shall be conducted in the same

manner and under the rules and regulations of the Public Employment Relations Commission for the hearing of arbitration. In no event shall the Council's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

- c. Verbal or written reprimands shall not be issued against a member of this unit without just cause and the Policy Council's decision in grievances relating to the issuance of such verbal or written reprimands shall be grounded upon a finding that the Division of State Police did or did not have just cause for the issuance of such verbal or written reprimands.
5. Counsel for the Association may be present at all arbitration hearings and Policy Council hearings to represent the Association.

## **ARTICLE XI**

### **INTERNAL INVESTIGATION PROCEDURE**

#### **A. Establishment**

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

#### **B. Purpose**

1. Members 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 members 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 members involve them in all manner of contacts and relationships with the public. Out of these contacts

questions may arise concerning the actions of members. These questions require immediate investigation by superior officers designated by the Superintendent.

5. These procedures are established to ensure certain rights to members 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. Before a member 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.

D. If a member of the Division is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights.

**E. Mechanics**

1. The questioning of a member shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and when the member 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.
2. The questioning shall be conducted at a location designated by the investigating officer, usually at the headquarters or sub-station to which the member being questioned is assigned.
3. Before any questioning takes place, the member shall be advised of the subject of investigation in writing and be apprised of the following:
  - a. Identity of the officer in charge of the investigation and the identity of the officer conducting the interrogation, including ranks, names and assignments. Also, the identity of all persons present during interrogation.



- b. 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 member is involved in the investigation as a principal or as a witness at that time.
4. 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.
  5. It shall be the duty of each member of the Division of State Police to answer pertinent questions regarding the matter which is the subject of investigation.

## **ARTICLE XII NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all members of the unit, and the State and the Association agree there shall not be any intimidation, interference, or discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or Association membership or activity. The evaluation system shall be applied equally to all members of the unit.

## **ARTICLE XIII ASSOCIATION BULLETIN BOARDS**

The Division shall provide space on a bulletin board at each sub-station, Troop Headquarters and Division Headquarters for the use of the State Troopers Non-Commissioned Officers Association of New Jersey, Inc. The space provided shall be one-fourth of the available space on each such board but not to exceed two feet by three feet. All notices shall be submitted by the Association to the Superintendent for approval in advance of posting; such approval shall not be unreasonably denied.

The reply will be mailed within five working days of its receipt at Division Headquarters.

Only approved notices shall be posted.

**ARTICLE XIV  
INFORMATION**

- 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 to 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 NCO's in the unit covered by this Agreement.
  
- C. 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.
  
- D. 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 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, except that such information or written matter may be used or communicated in connection with grievance arbitration or policy council appeals under B.1. and B.2. of Article X of this Agreement. All of the materials supplied remains the property of the Division. The president shall sign a receipt for all information received.

**ARTICLE XV  
INTER-OFFICE MAIL**

Where the Association has mail to be delivered to its members, 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 XVI**  
**OUTSIDE WORK CLAUSE**

A member may engage in outside employment with prior approval of the Superintendent.

An NCO 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.

It is understood that outside employment shall in no way interfere with the efficient operation of the Division and the absolute priority of the NCO's responsibility to assignments in his work as an NCO.

The subject matter of this Article including the failure or refusal to approve requests to engage in outside work is grievable under B.2. of Article X. Any grievances shall be submitted directly to the Superintendent.

**ARTICLE XVII**  
**ASSOCIATION - STATE COMMITTEE**

- A. A committee consisting of State representatives, Division of State Police management personnel and Association representatives 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 first week of March, June, September and December, 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 four (4) members of the Association as designated by the President thereof may attend such quarterly meeting and if on duty shall be granted time off to attend not to be deducted from the time provided in Article XVIII, B.

- E. Counsel for the respective parties may attend such committee meetings.

**ARTICLE XVIII  
ASSOCIATION SECURITY**

- A. 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.

The State, Division of State Police and the Association agree not to discriminate against, interfere with, or coerce any member in the exercise of his right to join and assist the Association or to refrain from any such activity except as such may be permitted by law.

- B. Officers and/or members of the Executive Board (or designee) of the Association shall be granted a total of 30 days per year leave, not to be deducted from their duty leave or vacation, to pursue the affairs of the Association.

The allocation of such leave among the Officers and members of the Executive Board shall be determined solely by the Association. Such leave not used during any calendar year shall not be accumulated.

- C. Application for the use of such leave on behalf of Officers or Executive Board members of the Association shall be made in writing in advance by the Association President to the Superintendent for approval. Such leave shall not be unreasonably denied.

- D. Association President shall, with prior approval, be granted access to State facilities to pursue Association business.

- E. It is recognized that Executive Board members of the Association have a need for continuity in their assigned locations which exceeds that of other Non-Commissioned Officers. It is therefore agreed that 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 years, providing such retention may be interrupted if emergency conditions warrant.

**ARTICLE XIX  
SAVING CLAUSE**

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 XX  
MAINTENANCE OF STANDARDS**

The State agrees that all beneficial conditions of employment relating to wages, hours of work and other general work conditions and all past practices shall be maintained at not less than the highest standard in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

**ARTICLE XXI  
CONTRACT NEGOTIATIONS**

- A. Either party to this Agreement may within 240 days prior to its termination date, submit to the other party a written list of changes desired in the terms of a successor Agreement and the parties shall meet and negotiate in reference thereto prior to 210 days of such termination date.
- B. Collective negotiation meetings shall be held at times and places mutually convenient to the parties.
- C. The State agrees to grant the necessary duty time off to Association officers and representatives not to exceed four in number, to attend scheduled negotiation meetings.

**ARTICLE XXII  
AGREEMENT REOPENER**

The State and the Association agree to reopen this Agreement to negotiate salaries, fringe benefits, hours of work and promotions. Such reopener of negotiations shall commence on December 2, 1974.

**ARTICLE XXIII  
TERMINATION**

This Agreement shall continue in full force and effect until June 30, 1976, at which time, it shall terminate. Collective negotiations for a successor Agreement shall commence on or before December 2, 1975.

**ARTICLE XXIV  
COMPLETE AGREEMENT**

- A. The parties agree that this Agreement and the Memoranda of Understanding annexed hereto and made a part hereof constitutes the entire contract between them, governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective negotiations, including any demands made by the Association.
  
- B. Accordingly, the association expressly waives the right during the term of the Agreement to demand, discuss or negotiate upon any subject matter, whether such subject matter has or has not been raised or discussed by either party during the negotiations leading to the execution of this Agreement, unless such subject matter is specifically contained in Article XXII of this Agreement and the Memoranda of Understanding.
  
- 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.

**ARTICLE XXV  
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 by the Association. The contract cover will include the Seal of the State of New Jersey and the Association Insignia.

**ARTICLE XXVI  
LAYOFF AND RECALL**

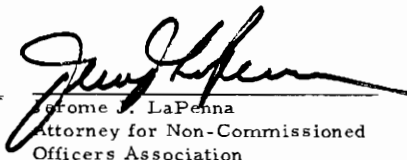
When it is necessary to layoff members of the Unit, the Association shall be notified at once. Division seniority shall be the determining factor in identifying those to be affected, and shall be implemented in inverse order of hiring (those hired last being laid off first). The State will provide a minimum of 45 calendar days notice of layoff to affected employees. Laidoff employee's 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, and rehired in reverse order of layoff without examination.

**FOR THE STATE:**

**FOR THE ASSOCIATION:**



Frank A. Mason, Director  
Office of Employee Relations  
Office of the Governor



Jerome J. LaPenna  
Attorney for Non-Commissioned  
Officers Association

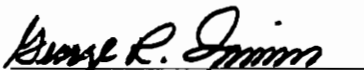


Weston D. Merritt, Unit Manager  
Office of Employee Relations  
Office of the Governor

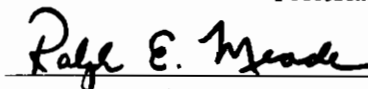
For the State Troopers  
NCO Association



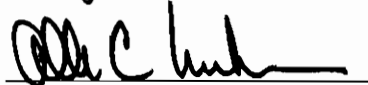
President




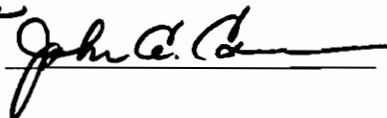
Division of State Police



Division of State Police



Division of State Police



## ANNEX I

### MEMORANDA OF UNDERSTANDING

It is understood and agreed by and between the State of New Jersey, hereinafter called the State, and the State Troopers NCO Association of New Jersey Incorporated, hereinafter called the Association, that the following provisions shall constitute a part of the Agreement entered into between the parties on July 26, 1974 and be effective during its term.

1. The Division of State Police will submit a budget request to the Legislature for funds for Fiscal Year 1976 with which to provide for complete medical examination on an annual basis of all members of the unit over the age of thirty years represented by the Association.
2. Effective January 1, 1975, all Officers of the New Jersey State Troopers NCO Association will be assigned to day jobs.

Effective upon the ratification of the general agreement that all Executive Board members shall not be involuntarily transferred from their Troop assignments as of July 26, 1974, provided that the Division of State Police receives from the Association a current list of Officers and Executive Board members and that the Association keep such list current.

3. With respect to the opening of the general agreement, effective July 1, 1974, entered into by and between the parties hereto, for the purposes of negotiating changes in the articles of said general agreement entitled "Hours of Work" and "Promotions", the said negotiations shall commence on November 2, 1974, and the changes agreed to as a result of said negotiations shall become effective on January 1, 1975.

4. The State of New Jersey through its representatives and the State Troopers NCO Association through its representatives (not to exceed four in number) will meet during the period commencing with the date of the execution of the general agreement between the parties and December 2, 1974, for the purposes of examining the rules and regulations of the New Jersey Division of State Police and for the purposes of recommending, if necessary, the revision of said rules and regulations; that the said parties shall meet at least once a month and shall on or before December 2, 1974, submit a report with recommendations, if any, relating to the revision of said rules and regulations.

It is further understood and agreed that notwithstanding the existence of the aforesaid review, no changes shall be made in the rules and regulations of the New Jersey Division of State Police without thirty days written notice to the State Troopers NCO Association and without the Association's having the opportunity to discuss the proposed changes and to make written recommendations to the Superintendent of State Police.

5. The State of New Jersey through its representatives and the State Troopers NCO Association through its representatives (not to exceed four) will meet during the period commencing with the date of the execution of the general agreement between the parties and November 2, 1974 for the purposes of examining and discussing all matters relating to or pertaining to the promotional process to become effective January 1, 1975, including but not limited to the frequency of testing, qualifications for test and any and all other criteria related to the aforesaid examination process for promotions, including recommendations made by the independent organization developing the written examination for promotions as set forth in the article entitled "Promotions" contained in the said agreement between the parties hereto.

Effective January 1, 1975 the weight to be given seniority in relationship to other criteria for the purposes of determining promotions for members of this unit shall be 34% based on the member's years of creditable service in the Division of State Police.

6. With respect to the opening of the general agreement, for the purposes of negotiating salaries, maintenance and other fiscal or fringe benefits to be received effective July 1, 1975 such negotiations shall commence on November 2, 1974.
7. Each member of the unit represented by the Association shall be permitted bereavement leave with pay not to exceed three calendar days beginning with the date of death of spouse, children, brothers, sisters, mothers, fathers, mothers-in-law, fathers-in-law, grandparents of



member or spouse and grandchildren or any other member of the member's household.

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 minimum leave in cases of death as referred to herein.

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 NCO's duty day or duty days.

8. In cases where oral or written complaints are made against members of the unit represented by the Association, the Division of State Police will allow the member to read a copy of the letter of complaint or other writing (where the complaint is in written form) or to read a copy of the Division's written record of the oral complaint (where the complaint is orally made) prior to requiring the member against whom the complaint is made to file a special report with the Division.

It is also understood that the Division of State Police will effectuate the above agreement by including in its Internal Investigation Guide a provision directing the implementation of the aforesaid agreement relating to letters of complaint and oral complaints.

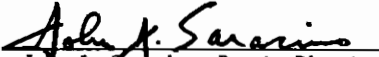
The following provisions of the Agreement will become effective on the date of receipt, by this Office, of certification of ratification by the members of the Association:

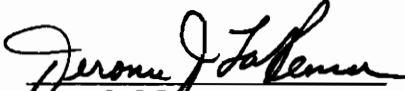
1. Payment of ten (10) cents per mile travel pay as provided in Article IX, D.
2. The Grievance Procedure as provided in Article X.
3. The Internal Investigation Procedure as provided in Article XI.

Dated 9-17-74

FOR THE STATE:

FOR THE ASSOCIATION:

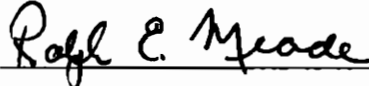
  
John J. Falcino, Deputy Director  
Office of Employee Relations  
Office of the Governor

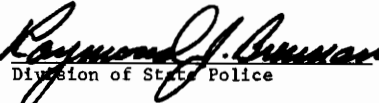
  
Jerome J. LaPenna  
Attorney for Non-Commissioned  
Officers Association

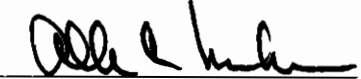
For the State Troopers  
NCO Association

  
\_\_\_\_\_  
President

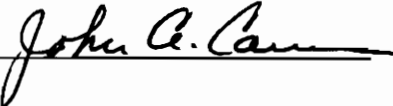
  
George R. Amico  
Division of State Police

  
Ralph E. Meade

  
Raymond J. Brennan  
Division of State Police



  
John E. Wambold  
Division of State Police

  
John A. Cannon

ANNEX II


MEMORANDUM OF UNDERSTANDING


It is understood and agreed in the event that the legislature of the State of New Jersey passes legislation specifically designed to authorize the "agency shop" concept for public employees in the State of New Jersey, or the Supreme Court of New Jersey determines this concept to be legal, the State will, upon thirty (30) days' notice, meet with the Association and reopen the Agreement for the purpose of negotiating on the subject of the inclusion of an agency shop provision in the contract.

Dated 7-26-74


FOR THE STATE:

FOR THE ASSOCIATION:

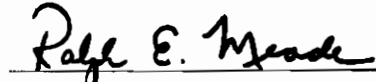
  
Frank A. Mason, Director  
Office of Employee Relations  
Office of the Governor

  
Jerome V. LaPenna  
Attorney for Non-Commissioned  
Officers Association

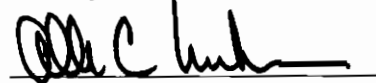
  
Weston D. Merritt, Unit Manager  
Office of Employee Relations  
Office of the Governor

For the State Troopers  
NCO Association  
  
President

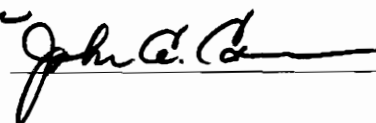
  
Division of State Police

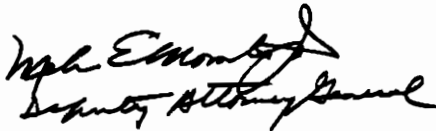


  
Division of State Police



  
Division of State Police



  
Deputy Attorney General