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Agreement

BETWEEN THE
STATE OF NEW JERSEY
AND THE
STATE TROOPERS FRATERNAL
ASSOCIATION OF N. J. INC.

b
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FOR THE UNIT CONSISTING OF
TROOPERS
TROOPERS 2
TROOPERS 1
OF THE DIVISION OF STATE POLICE

JUNE 27, 1970 - JUNE 30, 1972

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This Agreement made as of the 28th day of January, 1971, by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers Fraternal Association of N.J., 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 Troopers in the Division of State Police but excluding Sergeants, Lieutenants, Captains, Majors and the Colonel, for purposes of negotiating terms and conditions of employment.

ARTICLE II DUES CHECK - OFF

The STATE agrees to deduct from the salaries of a Trooper monthly dues for membership in the ASSOCIATION provided the Trooper 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 PREROGATIVES OF MANAGEMENT

1. It is understood and agreed that the STATE possesses the sole right to conduct the STATE'S business and to carry out its obligations including all the provisions of Title 53, N.J.S.A. and that all management rights repose in it. These rights include but are not limited to the following:

- a. To determine the mission and policies of the STATE.
- b. To determine the facilities, methods, means and number of personnel; to designate the members needed

- to carry out the STATE'S mission; and to introduce new or improved methods or facilities.
- c. To administer the evaluation system, including the classification, examination, selection, hiring, retention, promotion, assignment or transfer of members pursuant to law and the Rules and Regulations of the Division of State Police.
 - d. To discipline or discharge troopers in accordance with the Rules and Regulations of the Division of State Police.
 - e. To direct the work of the Trooper.
 - f. To contract out for goods or services when legally permitted.
 - g. To make or amend rules, regulations and policies concerning personnel procedures and practices.
2. The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the STATE therefore retaining all rights not otherwise specifically restricted by this Agreement.

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

Existing policies, practices and orders concerning the assignment of duty hours, allowance of duty leave and vacation for all Troopers covered by this agreement shall continue except they shall be modified as follows:

- (a) Effective with the signing of this Agreement, general duty Troopers assigned to road stations in Troop A, Troop B and Troop C shall be granted an additional 24 hours per calendar month duty leave and shall, of the total allowable monthly leave of

390 hours be entitled to not less than 13 periods of 24 hours each.

(b) Effective July, 1, 1971, general duty Troopers assigned to road stations in Troop A, Troop B and Troop C shall at the completion of each month in which they perform active service be granted an additional 8 hours duty leave.

A Trooper may, upon request, accumulate these 8 hour periods, which shall be granted in 24 hour periods, scheduled at the discretion of the Troop Commander or his designee.

(c) Accumulated duty leave shall be granted prior to inter-troop transfer.

(d) All Troopers with less than 10 years service shall receive annual vacation with pay as follows:

(1) Members with 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 ten (10) years service, twelve (12) days vacation.

(e) When the Governor grants extra holiday(s) which are in addition to the existing scheduled number of holiday(s), Troopers shall be granted such additional holiday(s) 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, Troopers shall be granted an equal number of hours regardless of the assignment of the Troopers.

(f) Duty leave for all Troopers of the Division of State Police may be reduced as the result of disciplinary action.

(g) General duty Troopers, who are required to work during their normal duty leave for reasons other than disciplinary action, shall be entitled to compensatory time off.

ARTICLE VI PROMOTIONS

1. Establishment

a. The following establishes the qualifications for promotional consideration and the promotional procedure applicable to Trooper Grade 1 and Trooper Grade 2, within the Division of State Police.

2. Mechanics

a. Promotions are based on the law and the annual appropriation provided.

b. The Superintendent is responsible by law for promotions.

(1) Commanders will submit names of personnel recommended for promotional consideration based on recommendations of Station Commanders, staff and subordinate officers.

c. The following factors are considered in promotion to Trooper Grade 1 and Trooper Grade 2:

(1) Total length of service in the State Police.

(a) Minimum of ten (10) years creditable service required for promotion to Trooper Grade 2.

(b) Minimum of fifteen (15) years creditable service required for promotion to Trooper Grade 1.

(c) Creditable time in service commences with enlistment after graduation from the New Jersey State Police Academy and will not include time lost during suspension(s) nor time lost between resignation and reinstatement.

(d) Years of service shall be computed only on the following anniversary dates: January 1, April 1, July 1 and October 1.

1 Date of enlistment to one of the above anniversary dates, less time lost during suspension(s) or time lost between resignation and reinstatement, shall determine length of creditable service to qualify for promotion to Trooper Grades 1 and 2.

(2) Performance rating.

(3) Record of conduct.

(4) Medical and physical condition.

(5) Ability to perform in the next higher rank or

grade.

d. All promotions are probationary for one year during which time the individual must meet the requirements 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.

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

2. Nothing in this Article is to be construed as limiting the Superintendent in the promotion of personnel as vacancies or operations may demand.

ARTICLE VII SALARY AND MAINTENANCE

1. During the term of this agreement, the salary schedule for employees in the Negotiating Unit shall be as follows:

	Range	Increment	1st	2nd	3rd	4th	5th	6th	7th
Trooper 1									
June 27, 1970	26	427	8530	8957	9384	9811	10,238	10,665	11,092
June 26, 1971	27	448	8957	9405	9853	10,301	10,749	11,197	11,645
Trooper 2									
June 27, 1970	25	406	8124	8530	8936	9342	9748	10,154	10,560
June 26, 1971	26	427	8530	8957	9384	9811	10,238	10,665	11,092
Trooper									
June 27, 1970	24	387	7737	8124	8511	8898	9285	9672	10,059
June 26, 1971	25	406	8124	8530	8936	9342	9748	10,154	10,560

Employee's salary rates shall be adjusted to the same salary step in the new ranges that they were at in their old range immediately prior to the effective dates. In addition effective 7/1/70 normal merit increments will be granted on the employee's anniversary date, providing they are not at the maximum salary of the range.

2. During the term of this agreement, the annual rate of maintenance allowance for all employees of the unit will be \$2,700, except that during the period from June 27, 1970, through October 2, 1970, the annual rate of maintenance

will be \$2,300.

3. Effective 7/1/70 maintenance allowance shall continue during absence while on authorized sick leave as a result of non-service connected injury or illness, except when such leave results from involvement in unauthorized or unlawful activities.

ARTICLE VIII GRIEVANCE PROCEDURE

1. Establishment

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

2. Purpose

(a) 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. The possibility that disagreements and grievances will arise must be recognized. Provisions are therefore made for the settlement of differences through an orderly grievance procedure, and for the purpose of adjustment of grievances, free from interference, restraint, coercion or reprisal.

(b) 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.

(c) The informal resolution of differences prior to initiation of action under formal grievance procedure is encouraged.

(d) The New Jersey State Police is a semi-military organization and it is the duty of every Trooper to obey every lawful command or order issued orally or in writing and failure to do so may result in a breakdown in discipline and serious consequences. Orders must be obeyed and grievance procedure invoked later. Any Trooper of the State Police who fails to carry out orders or comply with rules, regulations or instructions is subject to disciplinary action.

3. Application

(a) Every Trooper of the New Jersey State Police shall have the right to present his grievance in accordance with the procedures prescribed in this Agreement.

(b) The provisions of the procedures established here shall be generally applicable to conditions subject to the control of the Superintendent and involve alleged safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervision and disciplinary practices not the subject of written charges, and unjust treatment by fellow members of the Division.

(c) These procedures are not applicable to matters relating to removal or disciplinary action resulting from hearings pursuant to Section 16 and Section 17 of the Rules and Regulations.

(d) Grievances relating to written reprimands issued pursuant to Section 18 of the Rules and Regulations shall be subject to these procedures, except that these grievances shall be submitted directly to the Superintendent within five (5) days of the receipt of the written reprimand.

(e) The imposition of any penalty shall be stayed pending the review of the member's grievance if timely filed.

(f) Troopers will be governed by the following procedures, presenting their grievance to their superior in the manner provided.

(g) A Trooper and his representative who attends 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 who is a member of the Division and desires to appear must submit a request through channels for time off to attend any grievance hearing.

4. Mechanics

(a) Phase One

(1) The Trooper may present any complaint arising out of his employment to his immediate superior. Within five working days of such presentation, the immediate superior will present his oral reply to the Trooper. Group grievances shall be presented to the lowest ranking superior common

to all members of the group.

- (2) In the event the matter is not satisfactorily resolved, it may be submitted in writing to the Trooper's immediate superior within ten working days of the act or event which is the subject of the grievance. The immediate superior shall provide the Trooper with his written determination within five working days thereafter unless the time is extended in writing by agreement of the parties.
- (3) A copy of the written determination shall be forwarded through channels to Division Headquarters along with the Trooper's written grievance.
- (4) In the event the grievance is not satisfactorily resolved, the Trooper may forward his written grievance, provided he does so within five working days of receipt of the immediate Superior's written determination through channels to his Troop Commander, Section Supervisor, or their designee.

(b) Phase Two

- (1) The Trooper may present his grievance with an Association representative of his own choosing, who is a member of the negotiating unit.
- (2) The Troop Commander/Section Supervisor, or his designee shall make a written determination within fifteen (15) working days of receipt of the grievance, unless the time is extended in writing by agreement of the parties.
- (3) A copy of the written determination along with the Trooper's written grievance shall be forwarded through channels to Division Headquarters.
- (4) In the event the grievance is not satisfactorily resolved, the Trooper may, provided he does so within fifteen (15) working days of receipt of the Troop Commander/Section Supervisor's written

determination, forward the written grievance to the Superintendent through channels and set forth, as well as the specific nature of the grievance, the full and complete facts relating thereto and the relief sought.

(c) Phase Three

- (1) A Trooper and the Association may present the grievance. The Trooper may upon request, obtain a hearing at which he may appear and present oral statements or arguments.
- (2) Within five (5) days of the receipt of the written grievance, the Superintendent shall initiate such action as he deems necessary to process the grievance. The Superintendent or his representative may, as he deems necessary, hold hearings, conduct investigations, appoint advisory committees, require the attendance of members of the Division as witnesses and require the production or examination of records, books, papers and any other documents relating to the matter. The determination of the Superintendent shall be in writing unless waived by the Association.

(d) If the grievance is not satisfactorily resolved at Phase Three, the Association may appeal within fifteen (15) days and the Governor's Employee Relations Policy Council or its designee shall hear the grievance and render a written decision within a reasonable period of time.

ARTICLE IX INTERNAL INVESTIGATION PROCEDURE

1. Establishment

(a) 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.

2. Purpose

(a) 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.

(b) 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.

(c) The management, administration, disposition and discipline of the Division of State Police have been delegated to the Superintendent. In administering the Division, the law empowers the Superintendent to appoint superiors to exercise power of command. In addition, he has promulgated rules and regulations for Troopers concerning the performance of their duties pursuant to Title 53 N.J.S.A.

(d) 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 require immediate investigation by superior officers designated by the Superintendent.

(e) 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.

3. Mechanics

(a) The interrogation of a Trooper shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and preferably 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.

(b) The interrogation shall be conducted at a location designated by the investigating officer, usually at the headquarters or substation to which the Trooper being questioned is assigned.

(c) Before any questioning takes place, the Trooper shall be apprised of the following:

- (1) 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 the interrogation.

- (2) Nature of the investigation, including any allegation and/or any violations of rules, regulations and orders involved.
- (3) If applicable, name(s) of the complainant and/or witness, in writing. The addresses of complainants and/or witnesses need not be disclosed.
- (4) Whether the Trooper is involved in the investigation as a principal or as a witness at that time.

(d) 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.

(e) 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.

(f) If a Trooper 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.

(g) Rules and Regulations, including all orders inconsistent with the guide lines set forth herein are modified accordingly.

ARTICLE X

ASSOCIATION BULLETIN BOARDS

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 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.

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

Only approved notices shall be posted.

ARTICLE XI TRANSFERS

1. Transfer orders will be communicated to the affected Trooper as soon after their issuance as is practical.
2. No Trooper shall be transferred on less than 10 days notice to him of the proposed transfer, but this notice requirement does not apply to temporary assignments or emergencies.
3. The State agrees to continue its policy that where it is practicable and consistent with the efficiency of the Division, to give consideration to reducing the number of miles of commutation a Trooper must travel to his duty station.

ARTICLE XII INFORMATION

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.

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.

ARTICLE XIII ASSOCIATION - STATE COMMITTEE

1. 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.
2. 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.
3. Either party may request a meeting and shall submit a

written agenda of topics to be discussed seven (7) days prior to such meeting.

4. A maximum of five (5) members of the ASSOCIATION 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 XIV, 2.

ARTICLE XIV ASSOCIATION SECURITY

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.

The STATE, Division of State Police and the ASSOCIATION agree not to discriminate against, interfere with, or coerce any Trooper 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.

2. Officers and/or members of the Executive Board of the ASSOCIATION shall be granted a total of 50 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.

3. 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.

ARTICLE XV 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 State law in which event such provision may be renegotiated by the parties.

ARTICLE XVI COMPLETE AGREEMENT

1. The parties agree that this Agreement 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.
2. Accordingly, the ASSOCIATION expressly waives the right during the term of this Agreement to demand, discuss or negotiate upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or 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.
3. The STATE agrees that all 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 not less than the highest standards in effect at the time of the commencement of collective negotiations.
4. The STATE agrees to seek legislative enactment to amend the current pension law R.S. 53:5A-28 N.J.S.A. to include a new option for twenty (20) year vesting with survivor benefits.
5. All terms of this agreement are subject to budgetary, and/or legislative limitations or changes.

ARTICLE XVII CONTRACT NEGOTIATION

1. Either party to this agreement may within 210 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 120 days of such termination date.
2. The terms of this Agreement shall remain in force until the effective date of a successor agreement.

3. Collective negotiation meetings shall be held at times and places mutually convenient to the parties.
4. The STATE agrees to grant the necessary duty time off to Association officers and representatives not to exceed five in number, to attend scheduled negotiation meetings.

**ARTICLE XVIII
TERMINATION**

This Agreement shall continue in full force and effect until June 30, 1972, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail not less than one hundred and twenty (120) days prior to July 1, that it desires to nullify or terminate this Agreement.

FOR THE STATE:

FOR THE ASSOCIATION:

Frank A. DeLoe

Stanley Helman

LeRoy Umholtz

Helmut H. Simons

Robert A. Goodman

Robert V. Cahill

Edward Fleisher

Thomas J. Jakubowski

Raymond J. Brennan

[Signature]

Joseph Pagnillo

John E. Wambold

