

# Agreement



**BETWEEN THE**  
**STATE OF NEW JERSEY**  
**AND THE**  
**STATE TROOPERS FRATERNAL**  
**ASSOCIATION OF N.J.**  
**FOR THE UNIT CONSISTING OF**  
**TROOPER**  
**TROOPER II**  
**TROOPER I**  
**OF THE DIVISION OF STATE POLICE**

July 1, 2008–June 30, 2012

STATE TROOPERS UNIT  
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This Agreement made as of the 21st day of September 2011 by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers Fraternal Association of New Jersey, 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, Lt. Colonels, and the Colonel, for purposes of negotiating terms and conditions of employment.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE II  
DUES CHECKOFF**

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. General Provisions

1. Except as provided in paragraph G below, all work performed in excess of forty (40) hours in a seven (7) consecutive calendar day work cycle shall be considered overtime.

2. The seven (7) consecutive day work cycle, for computation purposes, shall commence at 12:01 a.m. on Saturday and end at midnight on Friday.

3. Work, for purposes of this Article, shall be defined as any service performed which arises out of the employee's status as a law enforcement officer. Meal and break periods, which occur during periods of work shall be computed as work time.

4. Any schedule change or shift change which is effective on less than forty-eight (48) hours notice to the employee shall cause the entire work obligation so changed to be paid at the overtime rate. Change shall be defined as an alteration from a regularly posted work schedule. Work schedule posting shall continue pursuant to past practice. The forty-eight (48) hour notice period shall be calculated from the time that the extra work, overtime work, is completed. Effective July 1, 2006, all references to forty-eight (48) hours notice in this paragraph shall be changed to thirty-six (36) hours notice.

5. Except as provided in paragraph G below, under no circumstances shall there be less than eight (8) hours of time off between consecutive shifts of work. Any violation of this provision shall result in paid overtime compensation for all time which violates the eight (8) hour provision.

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

B. 1. Meal time will not be scheduled in those assignments where meal facilities are not available to the employees.

2. 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 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.

##### C. Call In Time

1. When an employee is called in for duty outside his normal tour of duty, or on a day when he/she is 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 his/her employment on a day he/she is not scheduled to work, or is called in at a time other than his/her 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 (3) hour period immediately preceding his/her scheduled shift.

D. Appendix C is herein incorporated by reference. (Letter of Assistant Attorney General Deborah Poritz, dated 5-9-87, memo dated 4-22-87, revision of S.O.P. C22 "Activity Reporting System" dated 5-11-87).

##### E. Hours of Work

1. Except as modified herein, Article V shall continue in full force and effect.

2. The seven (7) consecutive day work cycle, for computation purposes, for employees assigned to a pass list based upon five (5) eight (8) hour workdays (8 hour pass list), shall commence at 12:01 a.m. on Saturday and end at midnight on Friday. The seven (7) consecutive day work cycle, for computation purposes, for employees assigned to a pass list based upon four (4) ten (10) hour workdays (10 hour pass list), shall commence not earlier than 5:00 p.m. (1700) on Friday afternoon. The seven (7) consecutive day work cycle, for computation purposes, for employees assigned to a pass list based upon a combination of twelve (12) hour and eight (8) hour workdays (12 hour pass list), shall commence not earlier than 7:00 p.m. (1900) on Friday afternoon.

3. The foregoing enumeration of the eight (8), ten (10) and twelve (12) hour pass lists is not intended to limit the present practice by the Superintendent to schedule employees for workdays which are not less than eight (8) hours, but which may not be ten (10) or twelve (12) hour shifts.

4. The Superintendent's decision to implement or discontinue, in whole or in part, a ten (10) or twelve (12) hour pass list, and the Superintendent's decision to determine those work units and those employees within a work unit which may be assigned to an eight (8), ten (10) or twelve (12) hour pass list, shall not constitute a policy, rule or practice, and shall not be subject to review through the grievance procedure or any other forum.

5. Vacation leave and personal leave will be charged to the employee on an hour for hour basis. For example, vacation leave or personal leave taken on a ten (10) hour workday will be charged as 1.25 vacation or personal leave days. All other leave days and holidays will be charged on a day for day basis.

##### F. Compensatory Time Off

1. Compensatory time off will be recorded in a "bank" up to a maximum of forty-eight (48) straight time hours. Any overtime earned by an employee with forty-eight (48) hours banked is payable only in cash.

2. C.T.O., once banked in the C.T.O. bank, shall remain and only be used at the request of the employee. Each request is subject to prior employer approval based on operational needs.

3. All overtime shall be compensated as paid compensation at the time and one-half (1-1/2) rate, (the overtime rate shall be base plus maintenance divided by 2,080 x 1.5), unless the employee, at said employee's sole option, elects to take compensation for overtime in compensatory time off (C.T.O.) which shall accumulate in a C.T.O. bank. Compensatory time compensation in the C.T.O. bank shall accumulate at time and one-half (one and one-half hours banked for each hour of overtime worked in quarter hour units).

4. 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 off.

5. No compensatory time off shall be lost as the result of an inter-troop transfer or reassignment to a different pass list.

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

7. The Department reserves the right to pay off all or a portion of any earned

compensatory time off balances in the employee's C.T.O bank at the end of a fiscal year. The employee will be notified by May 1 if the Department decides to make any such payment.

8. The Department reserves the right to pay off all or a portion of any earned compensatory time off balances in the employee's C.T.O. bank prior to any promotion and/or inter-troop transfer. In the event of promotion, any earned compensatory time balances in the employee's C.T.O. bank will be valued at the rate of pay in effect for the employee at his last permanent rank immediately prior to promotion (C.T.O. dollar valuation). In the further event that the Department decides to make no payment or a partial payment upon an employee's promotion, the C.T.O. dollar valuation as adjusted by any payment will be credited to the promoted employee's C.T.O. bank. Any balances in the promoted employee's C.T.O. bank not in one-quarter hour increments will be rounded up to the next one-quarter hour.

#### G. Twelve Hour Work Day

1. Where a twelve (12) hour pass list is utilized, the schedule of work shall consist of twelve (12) or eight (8) consecutive hours of duty based upon alternating thirty-six (36) and forty-four (44) hour seven (7) day work cycles.

2. There shall be a minimum of ten (10) hours time off between consecutive shifts of work. Any violation of this provision shall result in paid overtime compensation for all time which violates the ten (10) hour provision.

3. All work performed in excess of thirty-six (36) hours in a seven (7) day work cycle in the thirty-six (36) hour workweek of an alternating thirty-six (36)/forty-four (44) hour workweek schedule will be considered overtime. All work performed in excess of forty-four (44) hours in a seven (7) day work cycle in the forty-four (44) hour workweek of an alternating thirty-six (36)/forty-four (44) hour workweek schedule will be considered overtime.

4. Overtime may be returned within the seven (7) day work cycle providing forty-eight (48) hour notice is made in accordance with A.4 above. Effective July 1, 2006, all references to forty-eight (48) hours notice in this paragraph shall be changed to thirty-six (36) hours notice.

5. Movement of an eight (8) hour shift within a fourteen (14) consecutive day work cycle will require forty-eight (48) hours notice. Effective July 1, 2006, all references to forty-eight (48) hours notice in this paragraph shall be changed to thirty-six (36) hours notice.

6. There will be only one (1) forty-four (44) hour workweek in a fourteen (14) consecutive day work cycle.

7. Vacation leave and personal leave will be charged to the employee on an hour for hour basis. For example, vacation leave or personal leave taken on a twelve (12) hour workday will be charged as 1.5 vacation or personal leave days. All other leave days and holidays will be charged on a day for day basis.

## 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/her salary rate, at the time of death, shall be calculated and paid to his estate.

8. Each employee covered by this Agreement may, at his/her option, carry forward up to one year's earned vacation.

### 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	

Effective January 1, 2012, holidays are set pursuant to statute and Lincoln's Birthday shall no longer be a holiday and Washington's Birthday shall be celebrated as President's Day. The list above shall be modified beginning January 1, 2012 to be consistent with State law and shall thereafter only be included for informational purposes as holidays will then be set pursuant to statute.

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 twelve (12) 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. 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 (1/2) 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

### Promotions to Sergeant and Detective Sergeant

- A. 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.
- B. 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.
- C. 1. The announcement shall be made as follows:
  - (a) By teletype message to each station, troop, section, bureau and unit;
  - (b) By written notice posted on all official STFA bulletin boards throughout the Division;
  - (c) By written copies personally delivered or mailed to the President of the STFA.
2. The announcement shall be made in a minimum of two (2) weeks prior to the actual promotions.
3. The announcement shall contain the following information:
  - (a) An exact description of the specific vacant position;
  - (b) The location of the vacancy by section or troop, bureau, unit or station;
  - (c) The title and rank of the vacancy;
  - (d) The criteria to be met by candidates;
  - (e) The exact percent of total weight to be assigned each criterion.
  - (f) 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.

- D. 1. The total weight to be assigned to criteria shall be 100 percentage points (100%).
2. 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.
3. (a) The candidate(s) with the highest numerical score(s) shall be first promoted, subject to the Superintendent's judgment 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.
  - (b) 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 judgment that the highest scoring individual(s) on the list is (are) qualified for promotion.
- E. 1. 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 D.2. above.
  2. 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.
  3. 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.
  4. 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.
  5. (a) Within the two (2) 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 (2) week period may be granted in unusual circumstances where the trooper is not available.
    - (b) 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.
    - (c) 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.
- F. 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, the probation will be deemed ended.
- G. 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:
  1. Provide the Association and the unit membership with notice of any changes in criteria in advance of announcements for vacancies.

2. 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.

H. 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.

I. 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 and except for reassignment within a section, 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, 2008 TO JUNE 30, 2012

###### 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. During the term of this Agreement normal merit increments shall be paid to all eligible employees. Employees who have been at the eighth step of the range for eighteen (18) months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment, according to existing standards governing the granting of normal increments. Double increments shall be eliminated for employees who become sworn members after July 1, 2000.

###### 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 2008-2009, 2009-2010, 2010-2011, 2011-2012 effective at the time stated and payable then or within a reasonable time after enactment of the appropriation. The increases shall be effective on July 1 of each year except that there shall be no retroactive payments or compensation adjustments of any kind until the first full pay period following January 1, 2010.

2.a. There shall be a 2.75% across-the-board increase effective July 1, 2008.

- b. There shall be a 2.50% across-the-board increase effective July 1, 2009.
- c. There shall be a 2.25% across-the-board increase effective July 1, 2010.
- d. There shall be a 0% across-the-board increase effective July 1, 2011.

3. The salary schedules for employees covered by this Agreement shall be set forth in Appendix A of this Agreement.

The salary advancement schedule for employees covered by this Agreement who became sworn members after July 1, 2000 shall be set forth in Appendix B of this Agreement.

Members of trooper class 116A will advance to the Trooper I T19 Range Step 9 rate of pay after completion of the nine and one-half years of service.

4. The maintenance allowance for employees covered by this Agreement shall be as follows:

a. Effective July 1, 2008, the maintenance allowance for all employees shall be \$13,023.31.

b. Effective July 1, 2009, the maintenance allowance for all employees shall be \$13,348.69.

c. Effective July 1, 2010, the maintenance allowance for all employees shall be \$13,649.03.

d. Effective July 1, 2011, the maintenance allowance for all employees shall be \$13,649.03.

5. Maintenance allowance shall be phased in over a three-year period for employees who become sworn members after July 1, 2000. The first third of the allowance shall be earned at the beginning of the first year upon graduation and paid from the beginning to the end of the first year of service. The second third of the allowance shall be earned at the beginning of the second year and paid from the beginning to the end of the second year of service. The last third of the allowance shall be earned at the beginning of the third year and paid from the beginning to the end of the third year of service.

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

7. All employees not provided transportation shall be compensated at the rate of twenty-seven (27) 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 thirty-one (31) cents per mile, portal to portal, as provided or adjusted by law.

9.a. Clothing allowance shall be paid at the rate of \$900 annually, commencing with the first pay period of fiscal year 2008-2009.

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 \$800 annually commencing with the first pay period of fiscal year 2008-2009.

###### C. Dental Care Program

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78. Through December 31, 2011, active eligible employees are able to participate in the Dental Care Program as described in the parties' July 1, 2004 - June 30, 2008 collective negotiations agreement. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the

sole discretion to determine the plan design, plan offering and coverage levels under the 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.

4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

#### **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 \$40 payment for prescription eye glasses with regular lenses and a \$45 payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2010, and only one (1) payment during the two (2) year period commencing July 1, 2010. 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 \$35 or the cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2010, and only one payment during the two (2) year period commencing July 1, 2010.

#### **E. Health Benefits**

1. The State Health Benefits Program is applicable to employees covered by this Contract. It is agreed that, as part of that program, the State shall continue the Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78. Through December 31, 2011, active eligible employees are able to participate in the prescription drug card program. Similarly, through December 31, 2011, active eligible employees are able to elect to participate in NJDIRECT 15 Plan (as it existed on June 30, 2011). In the alternative, through December 31, 2011, active eligible employees are able to elect to participate in an HMO which existed in the program as of June 30, 2011. Beginning January 1, 2012, the State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participants' costs for all plans in the program and has the sole discretion to determine the plan offering and coverage levels under the program.

2. Effective July 1, 2005, the Traditional Plan shall be closed as to all current and future members of this bargaining unit, including unit members retiring after said date. Effective immediately, no new hires shall be enrolled in the Traditional Plan. The Traditional Plan and the NJ Plus POS Plan have been abolished.

3. Effective July 1, 2011, or as soon thereafter as the State completes the necessary administrative actions for collection, employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of the health care

benefits coverage for the employee and any dependent provided under the State Health Benefits Program in an amount that shall be determined in accordance with section 39 of the P.L. 2011, c. 78, except that, in accordance with Section 40(a) of P.L. 2011, c. 78, an employee employed on July 1, 2011 shall pay:

a) from implementation through June 30, 2012, one-fourth of the amount of contribution;

b) from July 1, 2012 through June 30, 2013, one-half of the amount of contribution;

c) from July 1, 2013 through June 30, 2014, three-fourths of the amount of contribution; and

d) from July 1, 2014, the full amount of contribution,

as the amount is calculated in accordance with section 39 of P.L. 2011, c. 78. After full implementation, the contribution levels shall become part of the parties' collective negotiations agreement and shall then be subject to collective negotiations.

4. The amount payable by any employee, pursuant to section 39 of P.L. 2011, c. 78 under this subsection shall not under any circumstance be less than the 1.5 percent of the base salary that is provided for in subsection c. of section 6 of P.L. 1996, c. 8 (C. 52:14-17.28b)

5. An employee who pays contributions required under section 40(a) of P.L. 2011, c. 78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L. 1996, c. 8 (C. 52:14-17.28b)

6. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in section 40(a) of P.L. 2011, c. 78 for health care benefits coverage.

7. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan and provide a certification to the State that he/she has other health insurance coverage, the State will waive the contribution for the employee.

8. An employee on leave without pay who receives health and prescription drug benefits provided by the State Health Benefits Program shall be required to pay the above-outlined contributions, and shall be billed by the the State for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.

9. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

#### **F. Retiree Coverage**

Effective July 1, 2005 until June 30, 2008, the State will make available to prospective retirees health care coverage under either NJ Plus or a substantially similar plan, depending on availability, within the United States. The administrative methodology for effectuating this change shall be determined by the State. The State and the Union agree to meet and confer on this issue no later than one (1) year prior to the expiration of the agreement.

#### **G. Comprehensive Annual Physical Examinations**

Employees in this unit shall undergo a comprehensive annual physical examination. For those employees participating in the State Health Benefits Plan, that comprehensive annual physical examination shall be provided in accordance with the particular health benefit plan utilized by the employee. Employees in the unit will be responsible for any co-payments or other charges associated with the comprehensive annual physical examination. Pursuant to any Division policy or operating procedure, employees shall be required to release to the Division results of the comprehensive annual physical examination on a form provided by the Division for completion by the physician(s) performing the comprehensive annual physical examination. Attendance shall not



result in a loss of pay. The employee will not be required to make his appointment on a non-duty day except that no employee will be afforded more than one day of duty time to complete the comprehensive annual physical examination, any additional time which may be required to complete said comprehensive annual examination shall be scheduled and taken as sick leave.

#### H. Special Compensation

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 percent (7%) 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.

#### I. Educational Incentive

1. In order to recognize the achievement of the employee's educational advancements the State shall provide an annual education incentive payment for employees who attain the following degrees:

60 credits	
or Associates	- \$500
Bachelors	- \$1000
Master's and above	- \$1500

2. All credits and degrees must be from an institution accredited by an agency recognized by the U.S. Secretary of Education, such as Middle States Association of Colleges and Schools.

3. The incentive payment is an annual lump sum payment, which shall not be added to base.

4. The incentive payments are not cumulative. The member shall only be entitled to the amount at the highest degree they hold.

5. The incentive payment shall be made on or before June 30 of each fiscal year. The employee must have attained the degree or the earned requisite credits by July 1 to receive the payment for that fiscal year. If not, the employee shall commence receiving the payment in the next fiscal year.

#### J. 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.

K. The provisions of Sections C and E of this Article are for informational purposes only and are not subject to the contractual/arbitration provisions of Article XII.

### 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 directly to the Fiscal Control Bureau, Administration Section prior to enrollment in a course of study, stating the basis for the request for reimbursement. The Bureau will advise the applicant of the receipt of the application. 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/her designee who shall commence the grievance procedure at Phase One except as otherwise provided herein where commencement shall be at Phase Two.

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

4. These procedures are not applicable to performance notices. However, the employee may request, in writing on a special report form, within seven (7) calendar days of receiving the

performance notice that the performance notice be reviewed by the Station Commander, Unit Head or his designee. A meeting will be scheduled between the parties within fifteen (15) calendar days of the request. The Station Commander, Unit Head or their designee shall provide a written response to the employee within ten (10) calendar days of the meeting. The written response shall set forth the position of both parties and make reference to any documentation considered. The employee may request, in writing, within ten (10) calendar days that the written response be reviewed by the Troop Commander or the Section Supervisor or their designee. The Troop Commander, Section Supervisor or the designee shall review the matter on the papers and provide a written response within fifteen (15) calendar days. The response from the Troop Commander, Section Supervisor or the designee is final and binding. At all proceedings pursuant to this paragraph, the trooper shall have the right to Union representation.

5. Grievances relating to written reprimands issued pursuant to the Rules and Regulations shall be subject to the procedures in paragraph H.

6. At the request of the Trooper and with the consent of the Superintendent, the imposition of any penalty will be imposed pending a determination of any timely filed grievance. In the absence of such a request, the imposition of any penalty shall be stayed pending a determination of any grievance if timely filed.

7. The Trooper or his/her representative who attend a scheduled grievance meeting/discussion, while on duty, shall suffer no loss of pay as a result thereof and shall not be required to make up such time or the reasonable time required to travel to and from such meeting/discussion. The Association Representative, if an employee of the Division, shall notify the Labor Relations Unit as to the assigned association designee regarding time off to attend said meeting/discussion.

8. A Trooper, his/her representative or any witnesses relevant to the grievance who attend a scheduled grievance hearing while on duty, shall suffer no loss of pay as a result thereof and shall not be required to make up such time or the reasonable time required to travel to and from such hearing.

9. Copies of all written grievances and written determinations at each phase, will be forwarded to the Association President or a 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.

10. 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.

11. Grievances involving the issue of promotion may be filed initially at Phase Two.

12. 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 within the time limits specified in this Article should be construed as a rejection of the grievance.

13. Time limitations herein may be extended by written mutual agreement of the parties.

#### 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 a reasonable amount of time, limited to 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 Troop Commander, Bureau Chief or their designee 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 Troop Commander, Bureau Chief or their designee may schedule a meeting between the parties to resolve the matter in dispute.

The Troop Commander, Bureau Chief or their designee shall provide the Trooper and the Association with a written determination within fifteen (15) calendar days of the grievance submission.

##### 2. Phase Two

a. In the event the grievance is not satisfactorily resolved, the Association may within ten (10) calendar days of receipt of the Phase One written determination, submit the written grievance to the Superintendent or his/her designee through channels explaining the specific nature of the grievance and the relief sought on the form provided.

b. Within five (5) calendar days of the receipt of the grievance, the Superintendent or his/her designee shall advise the Association if he/she intends to conduct a hearing and schedule same within fifteen (15) calendar days of receipt of the grievance. If no hearing is to be held, the Association will have seven (7) calendar days to submit their position in writing to the Superintendent or his/her designee. Further, if no hearing is to be held, the Association may advance the grievance to Phase Three a. or b. as appropriate.

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

d. If a hearing is held, the Superintendent or his/her designee shall provide a written decision within twenty (20) calendar days of receipt of the grievance or not later than five (5) calendar 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. If no hearing is held at Phase Two, then the Association will be entitled to a hearing at Phase Three.

### 3. Phase Three

a. If a grievance, as defined in paragraph B.2. of the Grievance Procedure is not satisfactorily resolved as provided in Phase Two, the Association may, within ten (10) calendar days from receipt of the answer to Phase Two, or if no answer is received, or no hearing is to be held, submit the grievance to the Attorney General. If no hearing was held in Phase Two, the Association shall have an opportunity for a hearing at this phase to present its views on the issue(s) in dispute. If a hearing was held at Phase Two, then, the Attorney General or his/her designee shall review the grievance and the written record developed at Phase One and Phase Two, together with any written submissions which the parties may make and take whatever action he/she deems appropriate. A written decision shall be rendered within twenty (20) calendar days of the submission of the grievance to the Attorney General, and the decision 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. Prior to termination, parties agree that a meeting may be scheduled with the Attorney General to discuss any modifications to the procedure.

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 Two, 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 pursuant to the rules of the Public Employment Relations Commission. Notice shall also be given to the Superintendent and the Director of the Office of Employee Relations.

(2) The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission and shall be made from the list of arbitrators provided by the Public Employment Relations Commission.

(3) The arbitration 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.

(4) 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) 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.

When the arbitrator is to be selected for expedited procedures above, the Public Employment Relations Commission should be advised that arbitrators provided must be prepared to meet the schedule.

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 John Tesouro and Michael Murray 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.

### H. Written Reprimands

#### 1. Phase One

A grievance concerning a written reprimand may be presented in writing by the Trooper or the Association representative within fifteen (15) calendar days from the issuance of the written reprimand to the Troop Commander, Bureau Chief or his/her designee, who shall schedule a meeting with the parties within fifteen (15) calendar days of receipt of the grievance.

The Troop Commander, Bureau Chief or his/her designee shall provide the Trooper and the Association with a written determination within fifteen (15) calendar days from the date of the meeting. The written determination shall include the position of both parties and a reference to any

documentation considered.

## 2. Phase Two

In the event the grievance is not satisfactorily resolved, the Trooper, the Association President or his/her designee may present the grievance within ten (10) calendar days of the issuance of the Phase One decision to the Superintendent or his/her designee. The Phase One decision must be attached to the grievance. At the time of the presentation of the grievance to the Superintendent or his/her designee, the Association must indicate whether they want a hearing or a review on the papers. If a hearing is requested it will be scheduled within fifteen (15) calendar days of receipt of the grievance. The Association may bring a court reporter to this hearing. If no hearing is requested, the Superintendent or his/her designee will issue a written decision at Phase Two after a review, on the papers, of the Phase One decision, together with any supplemental papers submitted by the parties.

The Superintendent or his/her designee shall issue the written decision within twenty (20) calendar days of receipt of the grievance. If a hearing is held a written decision shall be issued within ten (10) calendar days after the completion of the hearing. The Phase Two written decision shall be appealable to Phase Three under F.3a.

If the written reprimand was issued by the Superintendent then the Association may advance the grievance directly to Phase Three under F.3a.

## ARTICLE XIII

### INTERNAL INVESTIGATION PROCEDURE

#### A. Establishment

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/she 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/she 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/she 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/her 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 pre-employment 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 counseled as to his/her 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/she may request the reasons in writing within two (2) weeks of that refusal and such reasons will be given.

D. During a Trooper's enlistment periods, there shall be counseling at prescribed intervals concerning performance in an attempt to provide the opportunity to satisfy Division standards prior to the time at which the decision is made concerning reenlistment. At least one such counseling shall occur six (6) months prior to the end of the enlistment.

#### 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. The space provided shall be one-fourth (1/4) 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 the Trooper 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 acknowledgment and response, or acknowledgment with a notification when a response will be transmitted, within two (2) weeks from such submission. Such response and acknowledgment 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.

G. The State shall make every reasonable effort to insure that existing exercise equipment will be repaired or upgraded as necessary on an ongoing basis.

#### ARTICLE XX INTEROFFICE 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/her 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  
OUT-OF-TITLE-WORK**

Out-of-title work assignments occur when a member is formally designated to occupy a position in an acting capacity, which is structured at a higher rank in the then currently published staffing tables of the Division.

This Article governs out-of-title work issues and compensation for time served in a formally designated acting assignment at a higher rank for greater than eight (8) bi-weekly pay periods and is applicable to all enlisted members of the Division of State Police. When the Superintendent initiates a 369A or otherwise designates in writing that a member will be assigned to serve in an acting assignment at a higher rank, the member will be eligible to receive the rate of pay of the higher rank upon completion of eight (8) bi-weekly pay periods of continuous service. The rate of pay of the higher rank will be effective and payable to the member for service in the higher rank subsequent to the completion of the eight (8) bi-weekly pay periods. Following completion of the eight (8) bi-weekly pay periods, the member shall receive the rate of pay of the higher rank until either promoted according to the procedures adopted by the Superintendent or the acting assignment is terminated. Any decision to initiate or terminate any acting assignment shall be within the sole discretion of the Superintendent and shall not be subject to any grievance procedure contained in this Agreement. Time served in an acting assignment at a higher rank will not be given consideration toward any promotional decision, toward computation of any probationary period, and/or toward computation of seniority at the higher rank.

This Article shall be effective May 18, 2000 and members currently serving in an acting assignment will be eligible to receive the rate of pay of the higher rank for service in the higher rank subsequent to eight (8) bi-weekly pay periods from July 3, 1999.

**ARTICLE XXIII  
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 XXIV.

**ARTICLE XXIV  
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/her 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. 1a. Officers and/or members of the Executive Board (or designees) of the Association shall be granted a total of three hundred and twenty-five (325) days per year leave effective July 1, 1996, not to be deducted from their duty leave or vacation, to pursue the affairs of the Association. In addition, three hundred and twenty-five (325) days leave without pay per year shall be granted.

b. The allocation of such leave among the Officers and members of the Executive Board shall be determined solely by the Association.

2. Leave days which are not utilized in one (1) contract year may be carried forward for use in the next contract year.

3. The Association may be advanced a maximum of twenty (20) paid leave days in any contract year, in which the provided three hundred and twenty-five (325) paid leave days have been exhausted. Any paid leave days so advanced will then be deducted from the number of paid leave days normally creditable in the next contract year. Approval of requests for advances of such leave time shall not be unreasonably withheld.

C. The use of leave time shall be subject only to the operational needs of the Division of State Police as determined by the Superintendent or the Superintendent's designee and may be used by any member without restriction. 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/she 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/she is subject to normal rotational transfer to or from toll roads.

F. The President and 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 XXV  
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 XXVI  
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 XXVII  
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 XXVIII  
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 XXIX  
CONTRACT NEGOTIATION**

A. This Agreement shall continue in full force and effect until June 30, 2012, 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 preceding 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.

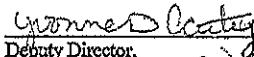
C. Collective negotiation meetings shall be held at times and places mutually convenient to the parties.


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.

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representative.

FOR THE STATE:

  
\_\_\_\_\_  
Director  
Governor's Office of Employee Relations

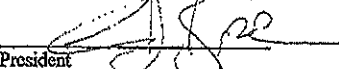
  
\_\_\_\_\_  
Deputy Director,  
Governor's Office of Employee Relations

  
\_\_\_\_\_  
Superintendent,  
Division of State Police

  
\_\_\_\_\_  
Division of State Police

  
\_\_\_\_\_  
Department of Law & Public Safety

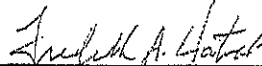
FOR THE STATE TROOPERS  
FRATERNAL ASSOCIATION:


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
1<sup>st</sup> Vice President

  
\_\_\_\_\_  
2<sup>nd</sup> Vice President

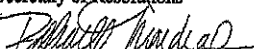
  
\_\_\_\_\_  
VP for Legislation & Grievances


  
\_\_\_\_\_  
Treasurer


  
\_\_\_\_\_  
Corresponding Secretary

  
\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Secretary of Resolutions

  
\_\_\_\_\_  
Sergeant-at-Arms

  
\_\_\_\_\_  
Sergeant-at-Arms

  
\_\_\_\_\_  
Association Counsel

MEMORANDUM OF UNDERSTANDING

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 judgment, such is warranted. In such cases the reasonable costs of such counsel shall be borne by the State.

APPENDIX A  
STATE OF NEW JERSEY  
CIVIL SERVICE COMMISSION  
STATE SALARY CHART

7/1/2010

RANGE	INCREMENT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
17	2,896.02	57,853.92	60,749.94	63,645.96	66,541.98	69,438.00	72,334.02	75,230.04	78,126.06	81,022.08
18	3,036.42	66,658.08	69,694.50	72,730.92	75,767.34	78,803.76	81,840.18	84,876.60	87,913.02	90,949.44
19	3,187.95	69,694.50	72,882.45	76,070.40	79,258.35	82,446.30	85,634.25	88,822.20	92,010.15	95,198.10

7/1/2011

RANGE	INCREMENT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
17	2,896.02	57,853.92	60,749.94	63,645.96	66,541.98	69,438.00	72,334.02	75,230.04	78,126.06	81,022.08
18	3,036.42	66,658.08	69,694.50	72,730.92	75,767.34	78,803.76	81,840.18	84,876.60	87,913.02	90,949.44
19	3,187.95	69,694.50	72,882.45	76,070.40	79,258.35	82,446.30	85,634.25	88,822.20	92,010.15	95,198.10



**APPENDIX B**  
**STATE OF NEW JERSEY**  
**DEPARTMENT OF PERSONNEL**  
**STATE TROOPER SALARY ADVANCEMENT CHART**  
**FOR MEMBERS SWORN IN AFTER JULY 1, 2000**

COMPLETED YEARS OF SERVICE	STEP	RANGE
0	1	T17
1	2	117
2	3	117
3	4	T17
4	5	T17
5	6	T17
6	7	T17
7	6	T18
8	7	T18
9	8	T18
9.5	7	T19
10.5	8	T19
12 and thereafter	9	T19

FOR INFORMATIONAL PURPOSES ONLY

**APPENDIX C**  
**PROMOTIONAL EXAMINATION**

Promotional examinations shall be administered consistent with and pursuant to the August 1, 2003 document entitled "N.J.S.P. Promotional Examination Proposed Enhancements". Issues of compensation and scheduling of personnel will be handled consistent with the administration of the October 2004 examination. By virtue of this provision, the State shall be deemed to have fully satisfied its obligations under Article VIII, Section H. The parties agree that they shall meet for the purpose of dispute resolution as to any future test administration or procedure.



State of New Jersey

OFFICE OF THE GOVERNOR

PO Box 001

TREASURY NJ 08625-0001

DONALD T. DIFRANCESCO  
Acting Governor

March 22, 2001

Ed Lennon, President  
State Troopers Fraternal Association  
2634 Highway 70  
Manasquan, New Jersey 08736

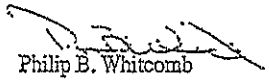
Re: Assignment as Acting Sergeants

Dear Mr. Lennon:

This letter will confirm our agreement concerning STFA represented enlisted members who are in assignments as acting sergeants. During the first eight bi-weekly pay periods of continuous service as acting sergeants, the enlisted member will receive his current rate of pay and be eligible to receive overtime compensation in accordance with the State/STFA agreement. Following completion of eight bi-weekly pay periods of continuous service as acting sergeant, the enlisted member will receive the sergeant's rate of pay for the regular hours worked and will be eligible to receive overtime compensation at the trooper's rate of pay in accordance with the State/STFA agreement for the duration of the assignment as acting sergeant. Following completion of eight bi-weekly pay periods of continuous service as acting sergeant, any compensatory time earned will be calculated at the trooper's rate of pay. Any enlisted members who are in assignments as acting sergeants for periods of one (1) year or eighteen (18) months of continuous service will be eligible for movement to the next higher step as may be applicable according to standards governing the granting of normal increments. With the exception of acting pay as set forth in this letter, during assignment as an acting sergeant, the enlisted member will be subject to all of the terms and conditions of the State/STFA agreement.

If the foregoing sets forth the terms of our agreement, please sign below.

Very truly yours,

  
Philip B. Whitcomb  
Director

  
Ed Lennon  
President, STFA