

Shade of
ORANGE

Agreement



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

FOR THE UNIT CONSISTING OF

SERGEANT
DETECTIVE SERGEANT
SERGEANT FIRST CLASS
DETECTIVE SERGEANT FIRST CLASS
OF THE DIVISION OF STATE POLICE

July 1, 2012 – June 30, 2017

**STATE TROOPERS NCO UNIT
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This Agreement made as of the 31st day of January 2016 by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers NCO Association of New Jersey, Inc., hereinafter called the "ASSOCIATION".

WHEREAS the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing,

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I RECOGNITION

The State recognizes the Association as the sole and exclusive representative for all enlisted Non-Commissioned Officers in the Division of State Police but excluding all Troopers, and Commissioned Officers, for collective negotiations concerning wages, hours 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 AND AGENCY SHOP FEES

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 Division payroll clerk shall forward dues deduction authorization cards to central payroll within two (2) working days of receipt.

The dues so deducted will be transmitted biweekly in the week following the week in which the deductions were made, to the Association's treasurer or to a depository designated by him. 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 NCO 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 remain in effect provided the demand and return system as required by statute and agreed upon and the additional requirements set forth in Sections 2 and 3 of Chapter 477 Laws of 1979 are 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.

The parties recognize that there are on-going developments in the law relating to management rights and responsibilities, as a result of both judicial and legislative action. In order to promote stability in the conduct of labor relations between the State and the Association, neither party will unilaterally abrogate the provisions of this contract unless authorized or directed to do so by judicial action or by legislative action requiring such changes.

ARTICLE IV NO STRIKE

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

ARTICLE V HOURS OF WORK AND OVERTIME

A. Hours of Work

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

2. During each work cycle all employees of the unit shall work tours of duty which in the aggregate total one hundred and sixty (160) hours including non-scheduled meal time. Non-scheduled meal time, which is considered time worked, shall not exceed one half hour per regularly scheduled work day.

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

4. Changes in work schedules may be made by authorized Division personnel by verbal or written notification to the affected employee.

5. In the event the Superintendent exercises his prerogative and discretion to designate one or more work units or one or more employees within work units for assignment to a 10 or 12 hour workday, such assignments are not intended to limit the current practice by the Superintendent to schedule workdays which are not less than 8 hours but which may not be 10 or 12 hour work shifts. A determination by the Superintendent to assign or reassign an employee to a particular workday schedule or to eliminate use of the 10 hour or 12 hour workdays in some or all work units shall be final and shall not be subject to review through the grievance procedure or any other forum. Implementation or the partial or complete discontinuance of a 10 hour or 12 hour workday at the discretion of the Superintendent shall not constitute a practice, policy or rule subject to review through the grievance procedure or any other forum.

6. Vacation leave and personal leave will be charged to the employee on an hour for hour basis. For example, a vacation or personal leave day taken on a 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.

B. Adjustment of Hours

When an employee works hours beyond those scheduled on a particular day, the extra hours worked may be reduced by adjusting the work schedule on another day or days in the work cycle. No more than ten (10) extra hours may be adjusted in a cycle. When a work schedule is adjusted, the employee shall not be required to come to work for a period less than four (4) hours. Extra hours worked beyond ten (10) shall be compensated as overtime hours provided the employee involved has served the one hundred and sixty (160) hours scheduled or has been available to perform that service, or has been on authorized leave for scheduled hours not worked.

Effective July 1, 2006, there shall be no reduction of extra hours worked as to any unit member where said hours are spent in the performance of duties ordinarily assigned to or performed by a patrol/road Sergeant.

Assignment of a double shift is not considered to be extra hours. This is a schedule change.

C. Overtime and Overtime Compensation

All hours worked beyond one hundred and sixty (160) hours compensated in a cycle or any adjusted extra hours beyond ten (10) shall be overtime hours. Overtime hours are paid at the premium rate of time and one-half.

The employee may select cash compensation or compensable time off for one-half of the overtime payable in a work cycle. The Division may select cash or compensable time off for the other half of the overtime payable in a work cycle. Compensable time off will be recorded in a "bank" up to the maximum of one hundred and twenty (120) straight time hours. Any overtime earned by an employee with one hundred and twenty (120) hours banked is payable only in cash.

D. Use of Compensable Time Off

1. Compensable time may be used at the mutual convenience of the employee and the Division. Requests by either party to use compensable time off shall be made with as much notice as is practicable and shall not be unreasonably denied.

2. 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.

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

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

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

6. 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.

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 prior to any promotion and/or change in work assignment. 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 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.

8. The Department reserves the right to pay off any earned compensatory time off

balances in the employee's C.T.O. bank in excess of one hundred and twenty (120) hours at the employee's rate of pay at the time of any such payment. In the event the Department decides to make such a payment, the payment shall not be for more than twenty-five percent (25%) of the hours in the employee's C.T.O. bank in excess of one hundred and twenty (120) hours in any fiscal year.

E. Exception for Emergency Declared

No work performed during an emergency declared by the Governor shall be considered extra hours for purposes of computing the maximum of ten (10) extra hours which may be adjusted. Hours worked during such emergency shall be considered as hours worked during the cycle in which they are performed and will be compensated as provided above.

F. Call in Time

1. When an employee is called in for duty outside his normal tour of duty, or on a day when he is not scheduled for duty, he 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 employment on a day he is not scheduled to work, or is called in at a time other than his normal tour of duty, he shall be guaranteed a minimum of three (3) hours compensation regardless of the actual time involved, except when the call-in period falls within the three-hour period immediately preceding his scheduled shift.

G. Standby Time

Whenever an NCO is placed in standby status the order shall specify a period which shall not be longer than ~~seventy-two~~ (72) hours. If reason for standby continues, the order may be repeated.

**ARTICLE VI
TRANSFER**

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

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

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

**ARTICLE VII
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 employee's names shall be placed on a special re-employment list, and persons on such list will be given preferential consideration over all other applicants considered for appointment, or employment and rehired in reverse order of layoff without examination.

**ARTICLE VIII
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 IX
VACATIONS**

A. All employees of this negotiating unit shall receive annual vacation without loss of pay as follows:

1. Less than one (1) year service, one (1) day vacation for each month of service. Service will not include time spent in the Academy.
2. After one (1) year service and up to five (5) years service, twelve (12) days vacation.
3. After five (5) years service and up to twelve (12) years service, fifteen (15) days vacation.
4. After twelve (12) years service and up to twenty (20) years service, twenty (20) days vacation.
5. After twenty (20) years service, twenty-five (25) days vacation.

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

C. A vacation day is eight hours. Therefore, the annual vacation allowance may be translated to hours by multiplying the number of days of entitlement by eight. For employees working on other than an eight hour per day basis the vacation used will be prorated to reflect the work schedule, for example, five (5) eight hour days or four (4) ten hour days will equate to forty (40) hours of

vacation.

D. An employee may request the use of vacation time for periods of less than a week. Such requests shall be made in accordance with the rules and regulations surrounding use of vacation and will be subject to the same operational requirements.

E. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Division, unless the Division determines it cannot be taken because of pressure of work; except that an employee may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate supervisor and may be approved for good reason which approval shall not be unreasonably denied and providing the employee and his supervisor have scheduled the use of such vacation allowance.

F. 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.

G. If a permanent employee dies, having earned vacation leave credit prorated upon the number of months worked in the calendar year, a sum of money equal to the compensation figured on his salary rate, at the time of death, shall be calculated and paid to his estate.

ARTICLE X HOLIDAYS

A. All employees of this negotiating unit shall be entitled to the following holidays as additional days off without loss of pay or if worked, shall be compensated by compensatory time off:

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

The list above is included for informational purposes as holidays are set pursuant to statute.

B. When the Governor grants a holiday or other time off which is in addition to the existing scheduled number of holidays, Non-Commissioned Officers shall be granted such additional holiday or other time off, which shall be scheduled at the discretion of the Troop Commander or his designee.

In the event the Governor grants less than a day off, Non-Commissioned Officers shall be granted an equal number of hours regardless of the assignment of the Non-Commissioned Officer.

ARTICLE XI BEREAVEMENT LEAVE

A. Each employee of the unit represented by the Association 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, mother, father, mother-in-law, father-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.

B. The aforesaid bereavement leave shall not be construed as a limitation or restriction on the emergency leave practices beneficial to employees heretofore applied by the Division of State

Police, but shall merely be considered a guarantee of minimum leave in cases of death as referred to herein.

C. 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 employee's duty day or duty days.

ARTICLE XII LEAVES OF ABSENCE

A. Leave of Absence Without Pay

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

B. Personal Leave Days

Effective after July 1, 2000, there shall annually be three (3) personal leave days with pay granted to employees.

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. Personal leave shall not be cumulative.

ARTICLE XIII

SALARY, MAINTENANCE AND FRINGE BENEFITS, JULY 1, 2012 to JUNE 30, 2017

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.

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 2013 through 2017, effective at the time stated, and payable then or within a reasonable time after enactment of the appropriation. The following non-compounded increases shall be effective the first full pay period after July 1 of each year.

- 2.a. There shall be a 1% across-the-board increase effective July 2013.
- b. There shall be a 1% across-the-board increase effective July 2014.
- c. There shall be a 1% across-the-board increase effective July 2015.
- d. There shall be a 1% across-the-board increase effective July 2016.

All increments halted as of pay period 20 in 2015 shall be restored and paid.

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

4. Effective the first full pay period after July 1 of each year the maintenance allowance for employees covered by this Agreement shall be as follows.

- a. Effective July 2013 the maintenance allowance for all employees shall be \$13,649.03.
- b. Effective July 2014 the maintenance allowance for all employees shall be \$13,649.03.
- c. Effective July 2015 the maintenance allowance for all employees shall be \$13,649.03.
- d. Effective July 2016 the maintenance allowance for all employees shall be \$13,819.64.

5. 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 6 below. Effective with the first Trooper Class entering the Academy on or after January 1, 2017, this transportation allowance shall be eliminated except in situations when a Sergeant is required to drive his or her own personal vehicle to an emergency muster point or an assignment other than his regular assignment, which is in excess of twenty (20) miles from his or her permanent residence.

6. 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.

7. 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 7.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. The Dental Care Program may be modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each year thereafter). 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 components 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 have electronic access through the Division of Pension and Benefits website to a brochure describing the details of the Plans, 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, 2014, only one (1) payment during the

two (2) year period commencing July 1, 2014 and only one payment during the two year period commencing July 1, 2016. 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 non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2014, only one (1) payment during the two (2) year period commencing July 1, 2014 and only one (1) payment during the two (2) year period commencing July 1, 2016.

3. Proper affidavits and submissions of receipts are required of the member in order to receive payment.

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. 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 components 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 June 28, 2011, or as soon thereafter as the State completes the necessary administrative actions for collection, and for the duration of this contract 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 June 28, 2011 shall pay:

- a) from July 1, 2012 through June 30, 2013, one-half of the amount of contribution;
- b) from July 1, 2013 through June 30, 2014, three-fourths of the amount of contribution;

and

c) 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 and continuing at the level established by the c. 78 grid for the duration of this contract. Upon expiration of this contract, 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 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

Effective January 1, 2012, employees who are scheduled 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 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

Effective with the first Trooper Class entering the Academy on or after January 1, 2017, the above \$500 Educational Incentive shall be eliminated.

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 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 NCO Agreement.

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

ARTICLE XIV

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 the V.A.

2. The maximum reimbursement per credit shall be equivalent to the tuition of the State educational institutions 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 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.

2. In order to secure reimbursement the employee must complete the course of study and maintain a course grade of not less than "C". 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 a maximum of six (6) credits per regular semester or summer school.

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 XV
PROMOTIONS**

A. Promotions to the rank of Sergeant First Class, Detective Sergeant First Class, and Lieutenant shall be made based upon the application of relevant and reasonable criteria and sub-criteria to be established by the Division as to each vacancy to be filled by promotion.

B. When such vacancies for promotion occur, the Division shall announce the criteria and sub-criteria and such constituent part of that criteria and sub-criteria to be met by the candidates and the particular weight to be assigned to each criteria and sub-criteria announced which will constitute the only and exclusive basis for promotion in accordance with the provisions of 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 Association bulletin boards;
- (c) By written copies delivered or mailed to the President of the Association.

2. The announcement shall be made at least thirty (30) days prior to the actual promotions.

The parties may mutually agree to waive or amend this time requirement.

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 and sub-criteria to be met by candidates, excluding none;
- (e) The exact percent of to be assigned each criterion and sub-criterion;
- (f) The application of seniority in detail if it is a criterion, including the dates within which seniority will be computed;
- (g) The criterion to be used in the event of tie scores to determine the order of promotion.

D. 1. The total weight to be assigned to criteria and sub-criteria shall be 100 percentage (100%) points.

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 criteria.

3.(a)The candidate with the highest numerical score shall be first promoted, and in the event of multiple vacancies, promotions shall be made in the order of the highest numerical scores. 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 shall be filled from the remaining list in the order of the highest score.

(c) Each criterion and the weights assigned shall remain constant during the promotion process relating to the announcement of a vacancy or vacancies and shall remain identical for similar vacancies if the list is continued as provided in (b) above.

E. 1. Seven (7) days prior to the date of formal announcement, the Division shall deliver in hand to the President of the Association or his designee the list of candidates as described in D.2. above. The list shall state the period it remains in effect.

2. Each candidate shall be notified in writing of his final score and numerical standing on the list within a week prior to the announcement of promotion.

3. In the event a candidate rejects promotion to a specific announced vacancy, that candidate shall continue to remain eligible for other announced vacancies for which he is qualified and in such case, the candidate with the next highest score on the list shall be promoted to the announced vacancy.

4.(a) The Division shall formally announce the promotion(s) after the list has been provided to the President of the NCO Association and the notice of final scores and numerical standing is provided to all candidates.

(b) Within the two week period following the announcement of the promotion(s), the Association and all candidates shall be afforded the opportunity, upon written request, to examine their scores, grading, documentation and other factors relating to the application of criteria. Extension of the two week period may be granted in unusual circumstances where the employee is not available, or where a grievance has been filed. If the Association or an affected member has participated in the review process herein, a grievance concerning the promotion process if otherwise arbitrable may be initiated at or moved to phase two at the option of the Association.

(c) Upon written request, the Division shall provide the Association with all information relating to the process and mechanics utilized by the Division in the scoring of any or all candidates including but not limited to procedures, scoring, techniques and modes or methods of computation.

(d) 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 to which he or she was promoted, and shall be expected to remain in such position for a period of at least one year except in emergent situations as deemed by the Superintendent in his discretion, which discretion shall not be abused.

F. All promotions are probationary for one year during which time the employee must meet the requirements of the position and the new rank or grade as 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 NCO fails to meet the requirements of the new rank or grade, the NCO 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 probationary period or as extended. If no reduction in rank or grade takes place at the conclusion of the original probationary period or as extended, then the probation will be deemed ended.

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 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. There shall be no discrimination practiced against any NCO with respect to the provisions of

this Article nor shall there be any inequitable or non-uniform application of any of the provisions and requirements of this Article as to any NCO unit member.

ARTICLE XVI GRIEVANCE PROCEDURE

A. Establishment

This Article establishes the policy and procedure for the submission and settlement of grievances of employees of this negotiating unit.

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 his grievance in accordance with the procedures set forth in this Agreement, provided, however, that when any grievance is not presented through the Association, notice of the filing of the grievance and a copy of 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(s) 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. Group grievances, i.e., grievances involving more than one (1) individual employee of this unit as grievants, shall be presented to the lowest ranking commissioned officer common (in supervisory capacity) to all employees of the grievant-group.

4. Grievances involving the issue of promotion may be filed initially at Phase Two as provided in Article XV, Section E.4.b.

5. The Association may present a grievance in its name on its own behalf or on behalf of all employees of this unit as a body, and such grievance shall have the same force and effect as a grievance on behalf of an individual grievant and shall be processed through all of the phases of the grievance procedure, including arbitration, if appropriate, and in accordance with the provisions contained in this Article.

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

7. These procedures are also not applicable to performance notices. However, the employee may request, in writing, 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 employee may request, in writing, within ten (10) calendar days that the written response be reviewed by the Troop Commander or a designee. The Troop Commander or the designee shall review the matter on the papers and provide a response within fifteen (15) calendar days. The Troop Commander or the designee's response is final and binding. At all proceedings pursuant to this paragraph, the employee shall have the right to Union representation.

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

9. At the request of the sworn member and with the consent of the Superintendent, the imposition of any penalty may 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.

10. The grievant, grievants, and his or their representative who attend a scheduled grievance meeting/discussion or 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 meeting/discussion or hearing. The Association Representative, if an employee of the Division, shall notify the appropriate personnel regarding time off to attend the meeting/discussion or hearing.

11. Where the grievant, grievants or the Association requires the attendance of a witness at any grievance meeting/discussion, such witness shall be permitted to appear without loss of pay and without the ~~requirement~~ of making up such time or reasonable travel time to and from such meeting.

12. The Association may request permission for a reasonable number of witnesses to attend the hearing. Such request shall not be unreasonably denied. It is understood, however, that denial of a request for a witness will not be considered unreasonable where cause exists. Examples include redundancy of testimony or where there is willingness on the part of the State to stipulate as to facts about which the witness would otherwise testify. A witness who does appear will do so without loss of pay for the time of such appearance. Should a request for a witness be denied, the Association may present its reasons in support of the witness being present to the hearing officer who shall resolve the matter. If denied, the reasons shall be stated in writing, which shall acknowledge the proffer of cumulative testimony where appropriate.

13. 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 provide a response to the Association within the time limits specified in this Article shall be construed as a rejection of the grievance and the Association may proceed to the next step.

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

E. Grievance Investigation-Time Off.

When a grievance has been formally submitted in writing and where the Association represents the grievant, and where the Association President or his designee requires time to investigate such grievance, during working hours, to achieve an understanding of the specific work problem, the Association President or his designee will be granted permission and a reasonable amount of time, limited to one (1) hour, exclusive of travel time, to investigate said

grievance without loss of pay. It is understood that the NCO's Troop Commander or Section Chief shall schedule such time release, providing the work responsibilities of the NCO's are covered and provided further there is no disruption of work. Such time release shall not be unreasonably denied, and upon request could be extended beyond the one (1) hour time limit for specified reasons, if the circumstances warrant an exception to this limit. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Association officials or preparation for presentation at a grievance meeting.

F. Mechanics

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

1. Phase One

The grievant, individual or group, or the Association on behalf of the grievant(s), or on behalf of itself, may submit a written grievance setting forth the specific nature of the grievance and the relief sought, to their Troop Commander, Bureau Chief, or their designee, within fifteen (15) calendar days of the act or event or 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 grievant 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 at Phase One, the Association may within fifteen (15) calendar days from the receipt of the Phase One written determination, submit the written grievance to the Superintendent or his/her designee explaining the specific nature of the grievance and the relief sought on the forms provided. A copy of the written grievance at Phase Two shall also be submitted to the Office of the Attorney General. The Superintendent shall initiate such action as he deems necessary to process the grievance.

b. Within five (5) calendar days of the receipt of the grievance at Phase Two, the Superintendent or his designee shall advise the Association if he 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 or 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 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, grievant, if appropriate, and the Association.

e. If no hearing is held at Phase Two, then the Association will be entitled, if requested, to a hearing at Phase Three.

3. Phase Three (a)

a. 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 the 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.

b. 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.

c. 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.

d. The cost of the arbitrator shall be borne equally by both parties.

e. The arbitrator's decision shall be final and binding upon the parties. In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

f. Counsel for the Association may be present at all arbitration or pre-arbitration hearings to represent the Association.

4. Phase Three (b)

If a grievance as defined in Section B.2 of this Article is not satisfactorily resolved at Phase Two, the Association may within ten (10) calendar days from the 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, if requested, 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, which shall be final and binding on the parties. In no event shall the Attorney General's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

It is understood this procedure is on a trial basis and may be terminated by the Attorney General.

It is further understood that the trial utilization is not intended to preclude the Association from pursuing its position as to the arbitrability of such issues before the Public Employment Relations Commission via a Scope of Negotiations petition.

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

G. Expedited Grievance Procedure

1. The Association, through its President, may make written request to the Superintendent of State Police 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 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 within seven days 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 the 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) calendar days at the proper phase under paragraph 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 fifteen (15) calendar days of such determination.

5. If the Superintendent denies the grievance on its merits or fails to respond within the required ten (10) calendar day period the Association may appeal that decision to arbitration. Under these procedures, the arbitrator selected must be able to schedule a hearing on the grievance within thirty (30) calendar days of the Superintendent's denial of the grievance or thirty (30) calendar days after the expiration of the ten (10) calendar day period established in paragraph G.4. (whichever occurs first), and further, the arbitrator will be required to render a decision on the merits of the grievance within fifteen (15) calendar 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 above. Upon denial of such a grievance on its merits by the Superintendent, or the expiration of the ten (10) calendar days 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) calendar days and such decision shall be final and binding on the parties.

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

8. The parties agree that Mr. James Mastriani and Mr. Robert Glasson 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 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. of this Article.

H. Written Reprimands

1. Phase One

A grievance concerning a written reprimand may be presented in writing by the employee 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 employee and the Association with a written determination within fifteen (15) calendar days from the date of the meeting.

2. Phase Two

In the event the grievance is not satisfactorily resolved, the employee, the Association President or his/her designee may present the grievance within fifteen (15) calendar days of the issuance of the Phase One decision to the Superintendent or his/her designee. The Superintendent or his/her designee will issue a written decision at Phase Two after a review of the Phase One decision, together with any supplemental papers submitted by the parties. The Superintendent or his/her designee shall issue a written decision within twenty (20) calendar days of receipt of the grievance. The Phase Two written decision shall be appealable to Phase Three (b).

If the written reprimand was issued by the Superintendent then the Association may advance the grievance directly to Phase Three (b).

ARTICLE XVII

INTERNAL INVESTIGATION PROCEDURE

A. Establishment

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

B. Purpose

1. Employees 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 employees 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 employees involve them in all manner of contacts and relationships with the public. Out of these contacts questions may arise concerning the actions of employees. These questions may require immediate investigation by officers designated by the Superintendent.

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

C. Before an employee is ordered to respond to a complaint, by Special Report he shall be advised of the specific nature of the complaint, the time period involved, if possible, and the information described below, Section E.3 b-d.

D. If an employee of the Division is placed under arrest or is likely to be placed under arrest for a

criminal offense, he shall be afforded all constitutional rights.

E. Mechanics

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

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

3. Before any questioning takes place, the employee shall be advised of the subject of investigation in writing and be apprised of the following:

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

b. Any allegation and/or any violation of rules, regulations and orders involved.

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

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

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

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

**ARTICLE XVIII
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 XIX
ACCESS TO PERSONNEL FILES**

A. Within fifteen (15) working days of a written request, an employee shall on an annual basis be granted a specific date upon which to review his personnel file which is maintained at Division Headquarters. Such review shall be made in the presence of an appropriate official of the Division, and shall not require a loss of the requesting employee's paid time. The employee will not be required to make his appointment on a non-duty day. 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.

E. Upon request, an employee shall, on an annual basis, be provided with a recapitulation of his or her record of internal investigations maintained by Internal Affairs.

ARTICLE XX NON-DISCRIMINATION

The State and the Association agree that the provisions of the Agreement shall apply equally to all employees of this unit, 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 XXI OUTSIDE WORK

A. An employee ~~may~~ engage in outside employment with prior approval of the Superintendent.

B. An NCO desiring to engage in outside employment shall request permission in writing from the Superintendent. Approval or disapproval of such requests shall be transmitted within fourteen (14) calendar days. If the request is disapproved, the reasons for disapproval shall be stated. Reasons shall be sufficiently detailed to provide instruction and/or guidance as to approvable outside work.

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 NCO's responsibility to assignments in his work as an NCO.

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

ARTICLE XXII 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 NCO Association of New Jersey, Inc. 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 or disrespectful of 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 XXIII 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 shall keep them current.

B. The State agrees to provide to the Association on a semi-annual basis, a mailing list of names and addresses of all NCO's in the unit covered by this Agreement.

C. When the Division publishes the Triangle for the information of employees, announcements or statements of Association meetings or affairs shall be included, time and space permitting, if requested by the Association, provided such announcements are consistent with the editorial practices in effect.

D. A copy of all Rules and Regulations, Standing Operating Procedures, Operations Orders, Administrative Orders and Personnel Orders will be forwarded to the Association President. The information so supplied may be shared with the Association's counsel for the proper functioning of the Association in representing its members. The information shall be treated with the same confidentiality as Division Policy requires, except that such information or written matter may be used or communicated in connection with grievance arbitration or appeals under B.1 and B.2 of Article XVI of this Agreement. All of the materials supplied remain the property of the Division. The president shall sign a receipt for all information received.

E. The Evaluation System shall be applied equally to all employees.

F. If a supervisor determines that certain actions or deficiencies of performance of a subordinate will have a negative effect on the consideration for promotion, the supervisor shall provide information and constructive guidance to the subordinate at an appropriate time.

Should the subordinate not be recommended for promotion and the supervisor failed to bring the actions or performance deficiencies to his attention or if there is dispute as to factual accuracy of information relied on in making the determinations, a B.2. grievance may be filed.

G. Employees disciplined by written reprimand and suspension which are not otherwise subject to a Disciplinary Hearing (formerly Courts Martial) shall be entitled to grieve, as a breach of this Agreement, such disciplinary action on basis of absence of just cause.

ARTICLE XXIV INTRA-OFFICE MAIL

Where the Association has mail to be delivered to State officers or State employees, or material previously approved for posting on bulletin boards, the intra-office mail system will be made available provided that priority is retained for the business of the State.

ARTICLE XXV ASSOCIATION-STATE COMMITTEE

A. A committee consisting of State representatives, Division of State Police management personnel and Association representatives shall be established for the purpose of reviewing the

administration of this Agreement and to discuss problems which may arise.

B. Said committee shall meet sometime during each of 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 seven (7) officers, members of the Board of Trustees, or Vice Chairmen of the Association as designated by the President thereof 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 XXVI, B.

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

ARTICLE XXVI ASSOCIATION SECURITY

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

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

B. 1. Officers and/or members of the Board of Trustees and Standing Committees of the Association shall be granted a total of one hundred twenty-five (125) days paid leave per contract year, not to be deducted from their duty leave or vacation, to pursue the affairs of the Association. Association leave time may be utilized on an hourly basis, provided, however, such use does not interfere with the operational effectiveness of the Division. A member at large may be designated by the President to utilize Association leave time for an appropriate conference or training program.

2. The allocation of such leave among the Officers and members of the Board of Trustees and Standing Committees shall be determined solely by the Association, except that such leave shall be limited to a maximum of twenty-five (25) days of paid leave in each yearly period and five (5) continuous days of paid leave for any single conference or convention for any individual employee.

3. A maximum of thirty (30) such leave days which are not utilized in one contract year shall be carried forward for use in the next contract year.

4. The Association may, upon request to the Division, be advanced a maximum of thirty (30) such leave days in any contract year, in which the provided one hundred twenty-five (125) leave days have been exhausted. Any leave days so advanced will then be deducted from the number of leave days normally creditable in the next contract year. Approval of requests for advances of such leave time shall not be unreasonably withheld.

C. Application for the use of such leave on behalf of Officers or Board of Trustee or Standing Committee members of the Association shall be made orally in advance and confirmed in writing by the Association President to the Superintendent or his designee for approval. Such leave shall not be unreasonably denied.

D. The Association President and/or his designee shall, with prior approval, be granted access to State facilities to pursue Association business.

**ARTICLE XXVII
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 XXVIII
CONTRACT NEGOTIATIONS**

A. This Agreement shall continue in full force and effect until June 30, 2017, 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.

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 seven (7) in number, to attend scheduled negotiation meetings.

**ARTICLE XXIX
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 wages, fringe benefits and terms and conditions of employment and the past practices related thereto of employees covered by this agreement shall be maintained at the highest standards uniformly 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 employees over the age of thirty (30) years in its fiscal year budget submission for each year covered by this Agreement.

**ARTICLE XXX
PRINTING OF AGREEMENT**

The State will reproduce this Agreement in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus additional reserve copies, for distribution by the Association. The contract cover will include the Seal of the State of New Jersey and the Association insignia.

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

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
NCO ASSOCIATION:

President

Vice President

Vice President

Vice President

Treasurer

Secretary

Sergeant-at-Arms

Association Counsel

MEMORANDUM OF UNDERSTANDING I

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

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

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

In any of the above matters, the Attorney General may determine and authorize the use of outside counsel where, in his 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

7/13/2013

RANGE	INCREMENT	1	2	3	4	5	6	7	8	9
21	2,858.66	76,500.61	79,359.27	82,217.93	85,076.59	87,935.25	90,793.91	93,652.57	96,511.23	99,369.89
24	3,305.49	83,662.24	86,967.73	90,273.22	93,578.71	96,884.20	100,189.69	103,495.18	106,800.67	111,527.78

7/12/2014

RANGE	INCREMENT	1	2	3	4	5	6	7	8	9
21	2,886.96	77,258.04	80,145.00	83,031.96	85,918.92	88,805.88	91,692.84	94,579.80	97,466.76	100,353.72
24	3,338.22	84,490.58	87,828.80	91,167.02	94,505.24	97,843.46	101,181.68	104,519.90	107,858.12	112,632.02

7/11/2015

RANGE	INCREMENT	1	2	3	4	5	6	7	8	9
21	2,915.26	78,015.47	80,930.73	83,845.99	86,761.25	89,676.51	92,591.77	95,507.03	98,422.29	101,337.55
24	3,370.95	85,318.92	88,689.87	92,060.82	95,431.77	98,802.72	102,173.67	105,544.62	108,915.57	113,736.26

7/9/2016

RANGE	INCREMENT	1	2	3	4	5	6	7	8	9
21	2,943.56	78,772.90	81,716.46	84,660.02	87,603.58	90,547.14	93,490.70	96,434.26	99,377.82	102,321.38
24	3,403.68	86,147.26	89,550.94	92,954.62	96,358.30	99,761.98	103,165.66	106,569.34	109,973.02	114,840.50

APPENDIX B
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 XV, Section H. The parties agree that they shall meet for the purpose of dispute resolution as to any future test administration or procedure.