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THIS BOOK DOES NOT CIRCULATE

Agreement



BETWEEN THE

STATE OF NEW JERSEY

AND THE

STATE TROOPERS FRATERNAL

ASSOCIATION OF N.J., INC.

LIBRARY
 Institute of Management and
 Labor Relations

FOR THE UNIT CONSISTING OF

TROOPER

TROOPER II RUTGERS UNIVERSITY

TROOPER I

OF THE DIVISION OF STATE POLICE

JULY 1, 1974 - JUNE 30, 1976

MEMORANDA OF UNDERSTANDING

1. It is understood and agreed by and between the State of New Jersey and the State Trooper's Fraternal Association of New Jersey, Inc., that between now and December 31, 1974, an organization independent of the Division of State Police will develop a written examination which will assist in the determination of qualifications of Troopers for promotion and reclassification of Troopers to Sergeants. The purpose of the written examination is to predicate promotion and reclassification to a greater extent on objective considerations in order to identify the most qualified employee for promotion and reclassification to the rank of Sergeant.

Said organization shall determine the type of written examination, its content, the frequency of testing, and any other criteria related to the written examination after obtaining input by interviewing Association officers, Troopers and Sergeants, as well as members of management of the State Police and conducting the normal surveys used in the development of such examinations.

The examination procedures shall be explained to the parties after the examination is developed and at least fifteen (15) days before it is implemented. The subject of promotions and reclassifications may be reopened for negotiations by April 1, 1975, by written notice of either party to the other by certified mail.

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

3. The Division of State Police shall establish a guide for the investigations of letters of complaint which shall include a provision that the Trooper involved will be shown a copy of the letter of complaint and be given an opportunity to analyze it before being required to submit a Special Report.

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This Agreement is entered into, by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers Fraternal Association of New Jersey, Inc., hereinafter called the "ASSOCIATION".

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

ARTICLE I RECOGNITION

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

ARTICLE II DUES CHECK - OFF

The State agrees to deduct from the salary of a Trooper, biweekly dues for membership in the Association provided the Trooper has signed and filed an appropriate written authorization as required by Chapter 310, P.L. 1967.

The dues so deducted will be transmitted bi-weekly during the week following the pay day in which the deductions were made, to the Association's treasurer. The Association shall certify to the appropriate State official in writing the current rate of the membership dues.

ARTICLE III MANAGEMENT RIGHTS

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

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

B. Vacations

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

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

C. Holidays

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

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

- 2. 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. 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.

- D. Layoffs and recalls shall be governed by seniority within the Division of State Police.

- E. All other existing policies, practices and orders of the Division concerning assignment and number of duty hours, allowance of duty leave, sick and vacation leave for all Troopers covered by this Agreement shall continue.

**ARTICLE VI
PROMOTIONS**

A. Promotion to Trooper I and Trooper II

1. Establishment

- a. The following establishes the qualifications for promotional procedure applicable to Trooper I and Trooper II, within the Division of State Police.

2. Mechanics

- a. Promotions are based on the law and the annual appropriation provided.
- b. The Superintendent is responsible by law for promotions.

(1) Commanders will submit all names of eligible personnel for promotional consideration and any recommendations of Station Commanders, staff and subordinate officers.

- c. The following factors are considered in promotion to Trooper I and Trooper II:

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

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

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

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

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

(e) Date of enlistment to one of the above anniversary dates, less time lost during

suspension(s) or time lost between resignation and reinstatement, shall determine length of creditable service to qualify for promotion to Trooper I and II.

- (2) Performance rating.
 - (3) Record of conduct.
 - (4) Medical condition.
 - (5) Ability to perform in the next higher rank or grade.
- d. All promotions are probationary for one year during which time the individual must meet the requirement of the new rank or grade as established by the Superintendent. Failure to meet the requirements will subject the individual to reduction to former rank or grade.
- (1) When conditions warrant, the Superintendent may extend the probationary period an additional six months.

B. Promotion and Reclassifications to Sergeant

1. Promotions and reclassifications of Troopers to the rank of Sergeant made after December 31, 1974, shall be predicated in part on a written examination and in part on related experience, length of service, evaluation of performance, record of conduct, medical condition and ability and job knowledge to perform in the next higher rank.
2. The examination shall be either a pass-fail type which will determine eligibility for promotional consideration or alternatively shall be numerically scored and weighted one-third in the total promotional decision.
3. The eligibility requirement for promotional consideration including the taking of any written examination shall be uniformly and equitably applied to all eligible Troopers and such eligibility shall minimally include a stated period of service as a Trooper and a rating of satisfactory or better for the current and most recent performance evaluation periods.

4. Position vacancies for sergeants will be announced via teletype specifying the appropriate criteria to be met by applicants. Said announcements shall be posted for at least seven (7) days on bulletin boards throughout the Division.
5. Until the written examination outlined above and in the Memo of Understanding is completed and implemented, promotions and reclassifications to sergeant shall be based on the current criteria of related experience, length of service, evaluation of performance, record of conduct, medical condition, and the ability and job knowledge to perform in the next higher rank.

ARTICLE VII SPECIALIST SELECTION

- A. Normally, except as Division needs require, Trooper applications will be invited in the Specialist Selection procedure by an announcement forwarded via teletype specifying the appropriate criteria to be met by applicants. Said announcements 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 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. Infractions of the rules and regulations of the Division which do not bear on the particular assignment under consideration shall not be given undue weight in evaluating the Trooper for the position.
- D. 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.
- E. For the purpose of this Article, all Trooper positions assigned to Division or Troop Headquarters and/or Tactical Patrol Units, are to be considered specialist positions.

**ARTICLE VIII
SALARY AND MAINTENANCE**

A. Effective June 23, 1974, the salary schedule for employees in the Negotiating Unit shall be as follows:

	Range	Increment	1st	2nd	3rd	4th	5th	6th	7th	Maximum
TPR.I										
Present	C19	\$473	9453	9926	10399	10872	11345	11818	12291	12764
6/23/74	C19	\$501	10020	10521	11022	11523	12024	12525	13026	13527
TPR.II										
Present	C18	\$450	9003	9453	9903	10353	10803	11253	11703	12153
6/23/74	C18	\$477	9543	10020	10497	10974	11451	11928	12405	12882
TPR.										
Present	C17	\$429	8574	9003	9432	9861	10290	10719	11148	11577
6/23/74	C17	\$455	9088	9543	9998	10453	10908	11363	11818	12273

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

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

- B. During the term of this agreement, the annual rate of maintenance allowance for all employees of the unit will be \$2,862.
- C. Maintenance allowance shall continue during absence while on authorized sick leave as a result of non-service connected injury or illness.
- D. All Troopers not provided transportation shall be compensated at the rate of ten (10) cents per mile for travel to and from their place of assignment and permanent place of residence in excess of 25 highway miles each way.
- E. All Troopers authorized to use a personal vehicle in the performance of his duties shall be compensated for said use at the rate of fourteen (14) cents per mile, portal to portal.
- F. Clothing allowance shall be paid at an annual rate of \$160 to all members of the unit eligible for such allowance.

ARTICLE IX 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, mis-interpretation, or improper application of the terms of this Agreement; or
2. A claimed violation, mis-interpretation, or mis-application of the written rules and regulations, policy or procedures affecting the terms and conditions of employment.

C. Purpose

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

the parties mutually agree to make every effort to settle such grievances.

2. It shall be the responsibility of all officers 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 Trooper of the New Jersey State Police shall have the right to present his grievance in accordance with the procedures prescribed in this Agreement.
2. A grievance on behalf of a member or members of this unit may be initiated by the President of the Association or his designee who shall commence the grievance procedure at Phase One except as otherwise provided herein where commencement shall be at Phase Three.
3. These procedures are not applicable to matters relating to removal or disciplinary action resulting from hearings pursuant to the Rules and Regulations.
4. Grievances relating to verbal or written reprimands issued pursuant to the Rules and Regulations shall be subject to these procedures, except that these grievances shall be submitted directly to the Superintendent within five (5) days of the receipt of the verbal or written reprimand, and if not resolved at that phase, the grievance may be submitted to Phase Four of this procedure for the Policy Council's final determination.
5. The imposition of any penalty shall be stayed pending the review of the member's grievance if timely filed.
6. A Trooper, his representative or any witnesses relevant to the grievance who attends a scheduled grievance hearing while on duty shall not be required to make up such time or the reasonable time required to travel to and from such meeting. Any such representative or witness who is a member of the Division and who desires to appear as a participant must submit a request through channels for time off to attend any grievance hearing and such request must be granted, except in emergency situations.

7. A copy of all written grievances and written determinations will be forwarded to the Association President when filed.

E. Mechanics

1. Phase One

- a. The Trooper or the Association may 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 present his oral reply to the Trooper. Group grievances shall be presented to the lowest ranking superior common to all members of the group.
- b. In the event the matter is not satisfactorily resolved, it may be submitted in writing to the Trooper's immediate superior within five (5) calendar days of the immediate superior's oral reply, but no later than fifteen (15) calendar days from the act or event which is the subject of the grievance. The immediate superior shall provide the Trooper with a written determination within five (5) calendar days of the written submission.

2. Phase Two

- a. In the event the grievance is not satisfactorily resolved, the Trooper may present his grievance with an Association representative who is a member of the negotiating unit, within seven (7) calendar days of receipt of the immediate superior's written determination, through channels to his Troop Commander, Section Supervisor, or their designee. The Troop Commander, Section Supervisor, or their designee, shall make a written determination within ten (10) calendar days of receipt of the written grievance.

3. Phase Three

- a. In the event the grievance is not satisfactorily resolved, the Association may, within seven (7) calendar days of receipt of the Troop Commander, Section Supervisor,

or designee's written determination, submit the written grievance to the Superintendent through channels explaining the specific nature of the grievance and the relief sought on the form provided.

- b. Within five (5) calendar days of the receipt of the written grievance, the Superintendent shall initiate such action as he deems necessary to process the grievance. The determination of the Superintendent shall be in writing and shall be made within twenty (20) calendar days of the submission of the written grievance to him.

4. Phase Four

- a. If a grievance as defined in paragraph B.2. of this Article is not satisfactorily resolved, the Association may, within seven (7) calendar days from receipt of the Superintendent's determination, or if no determination has been issued within twenty-seven (27) calendar days of the submission of the written grievance to the Superintendent, whichever applies, submit the matter, upon notice to the Superintendent and the Office of Employee Relations to the Governor's Employee Relations Policy Council. The Council or a designee approved by the Association shall conduct a hearing to determine the facts and the Council shall render a decision within thirty (30) calendar days of the submission of the matter, which shall be final and binding on the parties. In no event shall the Council's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

5. Phase Five

- a. If a grievance, as defined in paragraph B.1. of this Article, is not resolved to the satisfaction of the Association, the Association may, within seven (7) calendar days from receipt of the Superintendent's determination, or if no determination has been issued within twenty-seven (27) calendar days of the

- submission to the Superintendent, whichever applies, submit the matter to arbitration, upon notice to the Superintendent and the Office of Employee Relations.
- b. The parties shall agree to three permanent arbitrators who shall serve during the term of this Agreement. The arbitrators shall rotate, however, in no event shall an arbitrator be selected who cannot conduct a hearing within thirty (30) calendar days of submission to arbitration. If the parties are unable to agree on the panel of arbitrators or if no arbitrator is available within the time period then arbitrations shall be conducted pursuant to the rules of the Public Employment Relations Commission. The arbitrator's decision shall be final and binding on the parties, however, in no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.
6. The cost of the arbitrator shall be borne equally by both parties.
 7. Failure of the State to take the appropriate action within the time limits specified in this Article shall move the grievance to the next step of the grievance procedure, however, any time limitations may be extended by written mutual agreement.

ARTICLE X

INTERNAL INVESTIGATION PROCEDURE

A. Establishment

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

B. Purpose

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

2. The security of the State depends to a great extent on the manner in which Troopers perform their duty. Their employment is thus in the nature of a public trust.
3. The management, administration, disposition and discipline of the Division of State Police have been delegated to the Superintendent.
4. The wide-ranging powers and duties given to the Division and its Troopers involve them in all manner of contacts and relationships with the public. Out of these contacts questions may arise concerning the actions of Troopers. These questions may require immediate investigation by superior officers designated by the Superintendent.
5. These procedures are established to ensure certain rights to Troopers under investigation and shall not be construed to limit supervisory or command authority in normal operations. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following procedure is established.

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

D. Mechanics

1. If a Trooper of the Division is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights.
2. The questioning of a Trooper shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and when the Trooper is on duty. If the urgency of the investigation requires that he be questioned while on duty leave, he shall be awarded compensatory time off.
3. 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.

4. 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.
5. 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.
6. 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 XI REENLISTMENT

- A. Where refusal to reenlist is contemplated, the Trooper will be advised of such pending action and counselled as to his faults or failings in order that he may have an opportunity to improve.
- B. Notice of refusal to reenlist shall normally be given to the Trooper two weeks prior to the expiration of his enlistment.
- C. If a Trooper is refused reenlistment, he may request the reasons in writing within two weeks of that refusal and such reasons will be given.

ARTICLE XII
ASSOCIATION BULLETIN BOARDS

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

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

ARTICLE XIII
TRANSFERS

- 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 10 days notice to him of the proposed transfer, but this notice requirement does not apply to emergency assignments.
- C. The State agrees to continue its policy that where it is practicable and consistent with the efficiency of the Division, to give consideration to reducing the number of miles of commutation a Trooper must travel to his duty station.
- D. It is recognized that Executive Board members and station representatives of the Association have a need for continuity in their assigned locations which exceeds that of other Troopers. It is therefore agreed that:
 - 1. Station representatives of the Association will not, subject to the overriding operational requirements of the Division, be routinely transferred involuntarily; except that he is subject to normal rotational transfer to or from toll roads.
 - 2. Executive Board members will not be involuntarily transferred from the Troop to which they are assigned when named to that office for the term of office but not

exceeding two years, providing such retention may be interrupted if emergency conditions warrant, and except that he is subject to normal rotational transfer to or from toll roads

- E. Any Trooper submitting a special report including a request for transfer or consideration for a particular assignment shall receive from Division Headquarters or the Troop Commander, whichever is appropriate, an acknowledgement and response, or acknowledgement with a notification when a response will be transmitted, within two weeks from such submission. Such response and acknowledgement shall be in writing.
- F. After at least one year of service, each Trooper can be expected to serve for a period of approximately 18 months on the Turnpike, Parkway or Atlantic City Expressway. No Trooper shall involuntarily serve more than one tour of duty unless all Troopers eligible for assignment with one year or more of service have completed such tour of duty. However, a Trooper who has completed a tour of duty and is on another assignment may request to return to duty on the Turnpike, Parkway or Atlantic City Expressway* for another tour of duty and shall be given preference by the Division. Paragraph F. shall not apply to Troopers who are classified as specialists** by the Division or to those Troopers with 10 or more years service. The provisions of this article are subject to the operational needs of the Division.

**Paragraph F. does not include Troopers assigned to a short term tour of duty during the summer months on the Atlantic City Expressway or to emergency assignments.*

***For the purpose of paragraph F., specialists are all Troopers who are not assigned to road stations as general duty Troopers or as uniformed Troopers at Interstate Patrol Stations in Troops A, B, and C, or to the Tactical Patrol Units in Troops A, B, and C.*

**ARTICLE XIV
INFORMATION**

- A. The Association agrees to furnish to the Division of State Police a complete list of all officers and representatives of the Association together with their titles, addresses and designation of responsibility and to keep such list current. The Association will also provide copies of its constitution and by-laws or other governing articles and to keep them current.
- B. The State agrees to provide to the Association on a quarterly basis, a mailing list of names and addresses of all 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 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 remains the property of the Division. The president shall sign a receipt for all information received.
- F. No changes in the Rules and Regulations, the standard operating procedures affecting terms and conditions of employment or the evaluation system shall be made without

15 days written notice to the Association and without the Association representatives, not to exceed three in number, being given an opportunity to discuss the proposed changes.

**ARTICLE XV
INTER-OFFICE MAIL**

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

**ARTICLE XVI
OUTSIDE WORK CLAUSE**

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

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.

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

This Article is grievable as defined in paragraph B.2. of Article IX. Any grievances shall be submitted directly to the Superintendent.

**ARTICLE XVII
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 first week of March, June, September and December, or whenever the parties mutually deem it necessary. These meetings are not

intended to by-pass the grievance procedure or to be considered contract negotiation meetings but are intended as a means of fostering good employment relations through communications between the parties.

- C. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.
- D. A maximum of five (5) members of the Association and the Association Attorney may attend such quarterly meeting and if on duty shall be granted time off to attend not to be deducted from the time provided in Article XVIII.

**ARTICLE XVIII
ASSOCIATION SECURITY**

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

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

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

- B. Officers and/or members of the Executive Board of the Association or other members of the Association designated by the Association, shall be granted a total of 60 days per year leave, not to be deducted from their duty leave or vacation, to pursue the affairs of the Association. The allocation of such leave among the Officers and members of the Executive Board or other members of the Association shall be determined solely by the Association. Such leave not used during any calendar year shall not be accumulated.

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

**ARTICLE XIX
SAVING CLAUSE**

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

**ARTICLE XX
COMPLETE AGREEMENT**

- A. The State and the Association acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as provided in Article XXIII of this Agreement, and the Memoranda of Understanding.
- B. The State agrees that all benefits, terms and conditions of employment relating to the status of Troopers of the Division of State Police covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations.
- 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 in its 1975-1976 Fiscal Year budget submission, a request for an Annual Medical Examination for all Troopers over the age of thirty years.
- E. All terms of this Agreement are subject to budgetary and/or legislative limitations or changes.

**ARTICLE XXI
NON-DISCRIMINATION**

The State and the Association agree that the provisions of this 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, or political activity, private conduct or Association activity which is permissible under law and which does not interfere with an employee's employment obligation. The Evaluation System shall be applied equally to all Troopers.

**ARTICLE XXII
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 contract cover will include the seal of the State of New Jersey and the Association insignia.

**ARTICLE XXIII
REOPENER**

The State and the Association agree upon request of either party to open this Agreement for the negotiation of salaries, hours of work and fringe benefits by notice, in writing, by certified mail by December 2, 1974.

**ARTICLE XXIV
CONTRACT NEGOTIATION**

A. This Agreement shall continue in full force and effect until July 1, 1976, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail not less than two hundred and ten (210) days prior to July 1, that it desires to amend the terms of this Agreement, and either party may submit to the other a written list of changes desired in the terms of a successor Agreement.

- B. 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 five in number, to attend scheduled negotiation meetings.

FOR THE STATE:

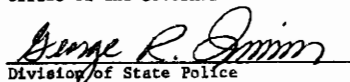
FOR THE ASSOCIATION:



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



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



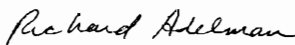
Division of State Police



Division of State Police



Division of State Police



Richard Adelman
Attorney for the State Troopers
Fraternal Association

For the State Troopers
Fraternal Association:

