

AGREEMENT

THE STATE OF NEW JERSEY



New Jersey State Policemen's Benevolent Association

Law Enforcement Unit

July 1, 1973 - June 30, 1975

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PREAMBLE

This Agreement entered into by the State of New Jersey, Office of Employee Relations in the Governor's Office and hereinafter referred to as the "State" and the New Jersey State Policemen's Benevolent Association, hereinafter referred to as the "P.B.A.", has as its purpose the promotion of harmonious employee relations between the State and the P.B.A., the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

ARTICLE I

Recognition

The State recognizes the P.B.A. as the sole and exclusive representative of those employees in the Law Enforcement Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment.

A. 1. Included are all full time permanent and provisional employees of the State of New Jersey listed in Appendix 1.

2. Whenever new classifications of employees are created, the State shall assign to such classification an appropriate unit designation. The State will notify the P.B.A. of such designation to this negotiations unit thirty (30) days prior to the effective date of amending such listing. If requested in writing, the State will discuss any such designation with the P.B.A. The P.B.A. may grieve any such amendment, utilizing the procedures of Article VIII, without waiving any rights pursuant to Ch. 303, L. 1968.

B. Excluded are:

1. Managerial Executives
2. Supervisors
3. State Troopers
4. Employees represented in other certified bargaining units.
5. Classifications within the Department of Higher Education except those in the State College System.
6. All other employees of the State of New Jersey not included within the statewide Law Enforcement Unit.

ARTICLE II

Management Rights

The State, its several departments and subordinate functions, retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them 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 P.B.A. and Ch. 303, L. 1968, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

ARTICLE III

Civil Service Regulations

It is intended that the administrative and procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained. Where the terms of the Agreement specifically indicate an understanding contrary to those provisions, the State and the Association agree to initiate proceedings to achieve modifications consistent with the Agreement by request to Civil Service.

ARTICLE IV

Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees and the P.B.A. and State agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or Association membership.

ARTICLE V

Policy Agreements

A. Employee Relations Policies

1. During the term of this Agreement the parties agree that neither the P.B.A. nor any employee represented by it will engage in or support any strike, work-stoppage, slow-down, job action or other interruption of work.

2. No lockout of employees shall be instituted or supported by the State during the term of this Agreement.

3. The Association recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

4. These agreements are not intended to limit the freedom of speech of the Association or its members.

B. Quarterly Employee Relations Meetings

1. A committee consisting of State and Association representatives may meet for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. Said committee meetings shall be some time during the last week of February, May, August and November. 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 employee relations through regular communications between the parties.

2. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting.

3. A maximum of five (5) employee representatives of the Association may attend such quarterly meetings and if during duty hours shall be granted time to attend without loss of pay.

ARTICLE VI

Claims Adjustment

Where a loss or damage to personal property is sustained as a result of an action taken in the performance of the assigned duty of an employee, such loss will be adjusted. A claim for such loss must be filled out on the form provided, including the requested adjustment, and submitted to the State for this action.

ARTICLE VII

Dues Deduction

The State agrees to deduct from the pay of any employee the dues of the P.B.A. Local of which he is a member provided the employee authorizes such deduction in writing in proper form to the Office of the Treasurer of the State.

It is understood that such authorization shall remain in effect for the term of this Agreement.

Dues so deducted shall be transmitted to the designated officer of the P.B.A. together with a listing of the employees included.

The President of the P.B.A. Local shall certify to the State the amount of dues and shall notify the State of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

ARTICLE VIII

Grievance Procedure

A. 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 rules or regulations, existing policy, or orders, applicable to the agency or Department which employes the grievant affecting the terms and conditions of employment.

B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rule 4:1-23.2.

2. It is agreed that the individual employee is entitled to the utilization of this grievance procedure and to Association representation upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

3. In the event a formal charge of misconduct is made by the State against an employee and if he so requests, he shall be entitled to a representative of the Association only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. The employee and/or the Association if present may request and receive a copy of such recording.

4. Where criminal charges or procedures are initiated, the right of the employee to representation by the Association and/or his attorney shall not be violated.

5. Where the grievance involves an alleged violation of rights and privileges specified in Civil Service law and rules for which there is specific appeal to Civil Service, the employee shall present his complaint to Civil Service directly.

C. Informal Procedure

Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis. Should this discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step as provided in D 2. below.

D. Time Sequence for Filing and Decision

1. Reference to days in this process are working days of the party to which they apply except as otherwise specified.

2. A grievance must be filed at step one within fifteen (15) calendar days from the date on which the act which is the subject of the grievance

occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence.

3. At any step, should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time, the grievant may within three (3) days, submit his grievance to the next step.

4. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a 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. Should the employer not respond within the prescribed time, the grievant may exercise the option to proceed to the next step.

5. Time limits under this article may be changed by mutual agreement only.

6. Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within thirty (30) calendar days of the time the individual knows of its occurrence.

7. Decisions after a scheduled hearing shall be rendered in writing to the grievant and/or his Association representative within these time limits, except that the decision will be considered timely if rendered within these time limits or within three (3) days after the conclusion of the hearing, whichever is later:

(a) At step one, within five (5) days;

(b) at step two, within five (5) days of the receipt of the appeal from the step one decision;

(c) at step three, within ten (10) days of the receipt of the appeal from the step two decision;

(d) at step four, within fifteen (15) days of the receipt of the appeal from the step three decision.

8. The Association shall have seven (7) calendar days for appeal from an unsatisfactory step four decision. A hearing will be scheduled within thirty (30) calendar days after the receipt of the appeal from step four. The parties will consider the recommendations of the hearing officer and respond as appropriate within ten (10) calendar days after the receipt of the recommendations.

E. Grievance Procedure

Grievances shall be presented and adjusted in accordance with the following procedures:

Step One

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to his immediate supervisor who shall hear the grievance. The grievant may be represented by an employee in the same work unit designated by the appropriate Local Association President.

Step Two

If the grievant is not satisfied with the decision rendered at step one, he may submit his grievance in writing to his intermediate supervisor. The intermediate supervisor shall hear the grievance and witnesses may be

heard and pertinent records received. The grievant may be represented by an employee in the same work unit designated by the appropriate Local Association President or other representative previously designated by the Association and acknowledged by the State.

Step Three

If the grievant is not satisfied with the disposition of the grievance at step two, he may appeal to the highest operational management representative. He or his designee shall hear the grievance, witnesses may be heard and pertinent records received. The grievant may be represented by a person already designated in Steps one and two, or

- (1) an Association officer at the institution involved or;
- (2) other representative previously designated by the Association and acknowledged by the State.

Step Four

If the grievant is not satisfied with the disposition of the grievance at step three, he may appeal to the Department head or his designee. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made part of the preceding hearings.

The grievant may be represented by the Local Association President. The Association may designate an additional non-employee representative.

If the decision involves a non-contractual grievance or if the grievant has presented his appeal without Association representation, the decision of the Department head or his designee shall be final and a copy of such decision shall be sent to the Association.

Step Five

If the Association represented the grievant at step four and the grievance involves an alleged violation of the Agreement as described in (A) (1) in the definition of a grievance, the Association, as representative of the grievant, may, upon notification to the Department head, appeal the Department head's decision to fact finding. There shall be a permanent hearing officer who shall conduct the hearing and investigation to determine the facts and make recommendations in writing to the parties for the resolution of the grievance within thirty (30) calendar days unless extended by mutual agreement. The hearing officer's recommendations shall not add to, modify or vary the terms of the Agreement. The Association may be represented as provided in Step four.

The costs for the services of the hearing officer shall be borne equally by the State and the Association. Any other expenses incurred in connection with the hearing shall be paid by the party incurring same.

F. Employee and Witness Attendance

1. An employee and his designated employee representative shall be allowed time off without loss of pay:

- a. as may be required for appearance at a hearing of the employee's grievance scheduled during working hours
- b. for necessary travel time during working hours.

If the hearing extends beyond the employee's normal working hours,

compensatory time equal to the additional time spent at the hearing shall be granted but such time shall not be considered time worked for the computation of overtime.

2. Where the employee or the Association requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal scheduled working hours.

G. Other Provisions

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

2. This grievance procedure shall not cover disciplinary action involving a permanent employee where the contemplated penalties are as follows:

- a. Suspension of more than five (5) days at one time;
- b. Suspension or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one calendar year;
- c. Demotion (lowering in rank, rate, or range);
- d. Removal (separation from employment for cause);

Under the foregoing, only the rules and procedures of the Civil Service Commission will be applicable.

3. When a grievant designates the grievance as contractual, he must specify the appropriate article and paragraph allegedly violated.

4. When a grievance is submitted in writing, every item on the standard grievance form provided for by the State must be completed.

5. Should the grievant elect to present his grievance without Association representation, he shall so indicate on the grievance form at step one.

6. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at step one, step two or step three, whichever is the first level of supervision common to the several grievants, with the mutual consent of the parties. The presentation of such group grievance will be by the appropriate Association representative(s) and one of the grievants designated by the Association.

ARTICLE IX

Grievance Investigation

When a grievance has been formally submitted in writing and the Association represents the grievant, and where the Local President or his designee requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Local President or his designee will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Local President or his designee and of any employee

involved are covered and provided further there is no disruption of work. Such time release shall not be unreasonably withheld.

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 hearing.

ARTICLE X

Association Rights

A. Access to Premises

Previously designated representatives of the Association, who are acknowledged by the State shall be admitted to the premises of the State on Association business.

Request for such visitation rights shall be directed to designated State Officials and include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

Such Association Officials shall also have the opportunity to consult with off duty employees in the negotiations unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. The State will designate appropriate places for such consultations.

B. Association Activity With Pay

The State agrees that during working hours, on its premises and without loss of pay, properly designated and mutually agreed upon Association representatives shall be allowed to:

- (1) represent employees in the negotiating unit at grievance procedures,
- (2) submit Association notices for posting,
- (3) attend negotiating meetings if designated as a member of the negotiating team to a maximum total of eleven (11) members,
- (4) attend scheduled meetings with the State and its representatives concerning the application of the Agreement.

The accredited Association representative shall provide reasonable notification to his supervisor and to the appointing authority whenever he wishes to transact such Association business on State time.

C. Transfer and Reassignment (For Association Officers)

1. The State and the Association recognize that Association Officers have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow employees. It is agreed therefore that Association Officers mutually agreed upon will not be routinely reassigned or transferred involuntarily.

2. The State and the Association recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in paragraph A above that movement of such Association

Officers may be necessary and appropriate (generally on a temporary basis) in exception to the guideline agreed to in paragraph A. The exception provided in paragraph B will not be used arbitrarily.

D. Bulletin Boards

1. The State agrees to furnish a suitable share of existing bulletin boards in convenient places in each working area to be used exclusively by the P.B.A.

2. The P.B.A. agrees to limit its postings to notices and bulletins.

3. The P.B.A. agrees that it will not post material which may be profane, derogatory to any individual or the State or which constitutes election campaign material. All bulletins or notices shall be signed by the local P.B.A. presidents or their designees.

4. Any material which the State alleges to be in violation of this Agreement shall be promptly removed by the P.B.A. The matter may then immediately be initiated as a Step 3 grievance for resolution by the Association.

5. In institutions or facilities which have repeated violations, the Office of Employee Relations may require advance approval of all future material which is to be posted.

E. All employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

ARTICLE XI

Seniority

A. A newly appointed employee shall be considered probationary and without seniority.

B. Permanent employees shall on the day worked immediately following the successful completion of the probationary period be considered to have State seniority as of the date of appointment. Such State seniority shall accumulate until there is a break in service. State seniority of an employee who is reinstated after a period of lay off shall be continued retroactively exclusive of the period of lay off.

C. An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job as of the date of employment or permanent promotion to that job. Job classification seniority shall accumulate until there is a break in service.

D. 1. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off.

2. Absence without leave for five (5) days or failure to return from any leave of absence shall be considered a resignation.

E. In the case where an employee is promoted but does not successfully complete the probationary period, he may be returned to his previous job classification. His job classification seniority and State seniority continues to accumulate during such period.

F. Provisional appointments will not be made except in the case of an emergency as provided in N.J.S.A. 11:10-3 and 11:11-2. Where an examination is required, such will be scheduled at the earliest possible time.

G. During the normal probationary period of four (4) months, the employee will be advised of his progress at the end of the second and the third months.

H. Every six months the appointing authority shall post on bulletin boards a current seniority list and make copies of same available to the Association. Any disagreement concerning the accuracy of such lists will be made known to the employee's Personnel Officer within one month of the date of posting and corrective action will be initiated at this level.

ARTICLE XII

Hours of Work

A. The work week for each job classification within the unit shall be consistent with its designations in the State Compensation Plan.

B. (1) All employees shall be scheduled to work a regular shift as determined by the appointing authority which work shift shall have stated starting and quitting times.

(2) When schedule changes are made, the maximum possible notice shall be given and the employee's convenience shall be given consideration.

C. An employee whose shift is changed shall be given maximum advance notice which normally will be at least one week and which shall not be less than forty-eight (48) hours, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his work week. The use of a notification period of less than forty-eight (48) hours shall not be abused.

D. Where conditions of work permit, a rest period of fifteen (15) minutes shall be provided during each one-half (1/2) shift and employees who are required to work beyond their regular quitting time into the next shift may receive an additional fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

E. Normally, when an employee is called into work outside his regular shift, he will be provided a full work shift or the balance of the shift to which he is called. When an employee is called into work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

F. The time sheet of an employee will be made available for inspection at his request.

G. Employees who are designated as "NL" may be treated as exceptions to the provisions of B.(1) and E.

ARTICLE XIII

Salary Program

A. Administration

1. The parties acknowledge the existence and continuation during the term of this Agreement of the State Compensation Plan which incorporates in particular but without specific limit the following basic concepts:

(a) A system of position classification with appropriate position descriptions.

(b) A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.

(c) The authority, method and procedures to effect modifications as such are required.

2. The State agrees that all regular bi-weekly pay checks be accompanied by a current statement of earnings and deductions and cumulative year-to-date earnings and tax withholdings.

3. The State agrees to issue supplemental checks for overtime on a monthly basis for the preceding overtime reporting period.

B. Salary Changes

1. The State Compensation Plan will be continued except that, effective July 1, 1973, there shall be an adjustment in the minimum, maximum and each step in each salary range to reflect an increase of 5.5 percent. Employees are to move on step to that step in the new range which reflects the 5.5 percent increase.

2. Pursuant to provisions and regulations of the State Compensation Plan, normal merit increments shall be granted during the period July 1, 1973 through June 30, 1974.

ARTICLE XIV

Overtime

A. Overtime will accrue and compensation will be made in compliance with the Civil Service Rules and Regulations and Personnel Manual. Eligible employees will be compensated at the rate of time and one-half for overtime hours accrued in excess of the designated work week. These compensation credits shall be given in compensatory time or in cash.

(1) The provisions concerning overtime do not apply to employees designated as "NL". Hours of work for "NL" employees may be adjusted by the responsible agency official in keeping with existing regulations and procedures.

(2) For the purpose of computing overtime, all holiday hours, whether worked or not, for which an employee is compensated shall be regarded as hours worked. Overtime pay shall not be pyramided.

(3) "Scheduled overtime" means overtime assigned prior to the day on which it is to be worked.

(4) "Non-scheduled overtime" means assigned overtime made on the day on which it is to be worked.

(5) "Incidental overtime" is a period of assigned non-scheduled overtime worked of less than fifteen (15) minutes.

(6) When a scheduled workshift extends from one day to the next, it is considered to be on the day in which the larger portion of the hours are scheduled and all hours of the scheduled shift are considered to be on that day.

B. (1) The State will give advance notice of all scheduled overtime to each employee concerned. Such scheduled overtime will be assigned minimally in units of one hour and in hourly or half-hourly increments thereafter when such overtime is to be performed contiguously to the employee's scheduled work shift. When overtime is scheduled not contiguous to the employee's work shift, it will be assigned minimally in units of two (2) hours and in hourly or half-hourly increments thereafter. All such scheduled overtime will be in accordance with the provisions expressed in "Scheduling of Overtime."

(2) An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one hour's work. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours work except when the end of the call-in period coincides with the beginning of his regularly scheduled shift.

(3) Where incidental overtime assignments are made, records of such time worked shall be kept and accumulated as straight time in exception to the provision of A. Such accumulations may be scheduled on an hour-for-hour basis as compensatory time.

(4) Regularly scheduled shift overlap may be compensated for in accordance with current regulations in exception to B. (1) and (2) above.

ARTICLE XV

Scheduling of Overtime

A. It is agreed that overtime work shall be shared by all employees in an occupational classification within any work unit without discrimination. The opportunity to work scheduled overtime shall be extended to each employee on a rotational basis provided the employee is capable of performing the work except where the overtime requirement is caused by an emergency condition.

B. Each employee is expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime assignment with a reasonable excuse will not be subjected to disciplinary action.

C. On a semi-annual basis commencing with the implementation of this provision, the distribution of overtime shall be evaluated and assignments of overtime made thereafter shall reflect the approximate equalization of overtime for each employee in the work unit by job classification.

For the purpose of determining approximate equalization of overtime,

any overtime assignment offered, whether or not worked, will be considered as if it were worked.

To the extent that a disproportionate distribution of overtime exists because of special ability or inability to perform the work assignments, those hours will not be considered in the semi-annual equalization. This provision will not be abused.

D. Lists showing the rotational order of each employee and the total overtime worked and refused by each employee shall be maintained in the work unit. Such lists shall be made available for inspection on request to Association Officers and employees concerned.

An overtime assignment is accepted subject to all appropriate rules and regulations of the State or Department and provisions of this Agreement.

ARTICLE XVI

Personnel Practices

A. The State agrees to provide adequate and regularly maintained sanitary facilities and working conditions conducive to employee safety and health. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

B. The State shall furnish identification cards to all employees who have served continuously for six months. Lost cards shall be reported immediately and the first replacement shall be made at no cost to the employee.

C. CIVIL SERVICE EXAMINATIONS

Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional or promotional examinations administered by the Civil Service Department of the State of New Jersey for positions in the State service shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.

D. When announcements are published by the State which describe available educational programs or State scholarships, such materials will be posted prominently in order that interested employees may be informed of this availability. Copies of these items will be sent to the Association.

E. 1. Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined except where there is evidence of repetition or neglect. A record of such lateness shall be maintained and may be charged against any compensatory time accrual.

2. Lateness beyond the fifteen (15) minute period above shall be treated on a discretionary basis. However this provision is not intended to mean that all lateness or each incidence of lateness beyond fifteen (15) minutes shall incur disciplinary action or loss of opportunity to complete a work shift or reduction of salary.

F. When an employee becomes ill while on his assigned work shift and he cannot continue his work because of the illness, he shall be compensated for a minimum of one half day except that if he has worked four or more hours, he shall be compensated for the regularly assigned shift. Excuse for such illness will be granted by the appointing authority, by appropriate supervisory or medical personnel when available.

G. LATENESS OR ABSENCE DUE TO WEATHER CONDITIONS

1. When an employee is unable to get to his assigned work because of weather conditions, his absence may be compensated if he has a sufficient compensatory time balance, or if none is available, a charge may be made against vacation balance or administrative leave balance if requested by the employee. Such absence will alternatively be without pay.

2. Employees late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of the appointing authority.

H. NOTICE OF SUSPENSION

1. When an employee is suspended from duty the notice of such suspension shall be given to the employee immediately. Where such notice has not been given and the employee reports for work and is willing and able to perform his normal duties, he shall not be deprived of the opportunity to work on that day and shall be paid for a minimum of one half day or for a full day if he works more than four hours.

Notice required above may be by written message or oral or telephonic means confirmed by written notice on Civil Service Form 31 A.

This provision is not intended to require payment for any hours not worked on the day on which an employee is suspended for cause and asked to leave his work.

2. Where a hardship of undue or unusual effect is claimed and demonstrated, the employee suspension may at the discretion of the appointing authority be charged against accumulated compensatory time, vacation or administrative leave balances, if any, upon the request of the employee.

ARTICLE XVII

Vacations

Permanent employees shall be granted vacation leaves with pay as follows:

1. One (1) working day of vacation for each month of employment during the first calendar year of employment.

2. Twelve (12) working days of vacation after the first calendar year up to ten (10) years of employment.

3. Fifteen (15) working days of vacation after the first ten (10) years of employment up to the twentieth (20th) year of employment.

4. Twenty (20) working days of vacation after the twentieth year of employment.

It is understood that the current program to schedule vacation time at each institution will be continued and that such program will include a procedure for advance schedule of vacation time. Conflicts concerning dates of vacations will be resolved within the work unit on the basis of State seniority.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed except where there is mutual agreement or pressure of work then a maximum of one year of earned vacation allowance may be carried forward into the next succeeding year. Where an employee has earned vacation credit in excess of a one year allowance, as of October 31, the employee will meet with his supervisor to schedule such vacation time.

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.

If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of his death shall be calculated and paid to his estate.

Where the vacation schedule is established but there is need to adjust the schedule due to unforeseen pressure of the work, after voluntary changes are made, the employees named and required to make a change will be in inverse order of their seniority except that consideration will be given to a substantial commitment made by the employee involved. Vacation schedules shall not be changed later than thirty (30) days prior to the vacations unless mutually agreed upon or in case of emergency.

ARTICLE XVIII

Holidays

The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday (3rd Monday in February)	(2nd Monday in October)
Good Friday	Election Day
Memorial Day (Last Monday in May)	Veteran's Day (4th Monday in October)
Independence Day	Thanksgiving Day
	Christmas Day

In the event any of the above statutory holidays fall on a Sunday, they shall be celebrated on the following Monday.

In addition to the aforementioned holidays, the State will grant a holiday when the Governor declares a holiday by Proclamation.

ARTICLE XIX

Administrative Leave

A. Employees shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.

Administrative leave may be used for emergencies, observation of religious or other days of celebration but not holidays, personal business or other personal affairs.

B. Newly hired employees shall be granted one-half (1/2) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he is employed.

C. Administrative leave shall be granted by the appointing authority upon request of the employee and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved.

Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebrations but not holidays, (3) personal business, (4) other personal affairs. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of State seniority and the maximum number of such requests shall be granted in accordance with the first paragraph of C. Administrative leave may be scheduled in units of 1/2 day, 1 day or more than 1 day.

D. Such leave credit shall not accumulate. Unused balances in any year shall be cancelled.

ARTICLE XX

Special Time Off

Whenever the Governor may declare a special emergency or observation of an event of State or national concern and authorizes time off to employees of the State for the observation of such event, those employees covered by this Agreement who are required to work during the period of the authorized time off shall be compensated for such hours worked as outlined in this Agreement.

ARTICLE XXI

Compensatory Time Off

A. When employees accumulate compensatory time balances, the appointing authority will provide administrative procedures to assure the employee that such compensatory balances will not be taken away but will be scheduled as time off or alternatively paid in cash.

B. Employee requests for use of compensatory time balances shall be honored. Priorities in honoring requests for use of compensatory time balances will be given to employees:

1. where an emergency exists,
2. where scheduled one month in advance,
3. where shorter notice of request is made.

Requests for use of such time under 2 and 3 will be honored except where emergency conditions exist or where the dates requested conflict with holiday or vacation schedules.

C. An employee may be required to schedule compensatory time off in keeping with the needs within a work unit. Reasonable notice will be given to the employee.

D. Ordinarily, a maximum of 60 hours of compensatory time may be carried by any employee. Where the balance exceeds 60 hours, the employee and the supervisor will meet to amicably schedule such compensatory time off.

ARTICLE XXII

Sick Leave

A. The sick leave policy shall be as follows:

(1) During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

(2) Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established State policy.

B. In all cases of illness, the employee is required to notify his superior of the reason for absence. Notification will be given to the designated person at the earliest possible time but in no event less than one (1) hour before the scheduled starting time.

If special circumstances require an earlier notification time, management and the Association will work the problem out and establish the notification time.

If the duration of absence exceeds two (2) consecutive days, it will be necessary to report on every third day. Failure to report absences or abuse

of sick leave privileges on the part of any employee may be cause for disciplinary action. A personal physician's certificate may be required to substantiate the request for sick leave.

C. Sick leave for absences of more than ten (10) days must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a personal physician prescribing the reasons for the sick leave and the anticipated duration of the incapacity.

D. If there is a death in the family as defined in the State Sick Leave Program and an employee has exhausted his sick leave balance, he shall be granted leave without pay or may charge leave against vacation or administrative leave or compensatory time balances for up to three (3) days upon his request to the appointing authority. In exceptional situations, the time limit may be extended at the discretion of the appointing authority.

E. Sick Leave While on Vacation

(1) When an employee is on vacation and requires sick leave for any portion of that vacation leave, he must immediately request the use of accumulated sick leave, in accordance with State regulations, through the designated authority. Such requests may be made by telephone, telegram or letter, but if by phone, should be confirmed by telegram or letter to clearly establish time of request. No sick leave will be credited unless supporting medical evidence verifying the illness or injury which would have precluded working is presented.

(2) The employee's use of accumulated sick leave for a short period of emergency attendance upon a member of the immediate family critically ill and requiring his presence may be approved if a proper request is made and evidence of the need presented as required in (1) above.

F. All sick leaves are subject to approval by the appointing authority and the Department of Civil Service.

G. Employees will not be charged for sick leave on a holiday or for the scheduled day off in lieu of a holiday.

H. Whenever a permanent employee enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave, he shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation payment to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates; January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

ARTICLE XXIII

Leave of Absence Due to Injury

An employee covered by this Agreement who is disabled because of a job-related injury or disease may, if it is recommended by the appointing authority and approved by the Civil Service Department, be granted a leave of absence with pay. Contingent upon the availability of departmental funds legally usable for this purpose, such approved leave may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter.

Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of workmen's compensation award under the New Jersey Workmen's Compensation Act for temporary disability.

Such leave may be granted for up to one year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

This program shall be administered without discrimination.

ARTICLE XXIV

Special Leave

A. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. When his appearance is required during a shift period which is immediately contiguous to his scheduled shift and wholly within the day of such duty, he shall be excused from such shift without loss of pay. If his shift hours extend from one day to the next, and the required appearance is during a shift period not immediately contiguous to his scheduled shift, the employee shall have the option of choosing to be excused from the scheduled work shift prior to or after the required appearance provided the shift from which he is excused is partly within the day of such duty. In no event is an employee to be excused from his work schedule for more days than the number of days of such duty performed.

B. When an employee is summoned to appear as a witness before a court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an employee or officer of his agency, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted necessary compensatory time equal to the hours required for such duty.

C. In no case will this special leave be granted or credited for more than 8 hours in any day or 40 hours in any week.

D. The employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

ARTICLE XXV

Maternity Leave

Permanent employees will be granted maternity leave upon request for pregnancy and confinement. Request for such leave will be made in writing to the Personnel Department. Notification of the pregnancy shall be given to the Personnel Department not later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one month after the actual date of birth. Additional time beyond the one month period shall be granted upon presentation of a doctor's certificate setting for the necessity therefore.

During maternity leave, earned and accumulated vacation time and earned compensatory time will be utilized when sick leave is exhausted.

Subject to approval by the appointing authority, permanent employees who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted leave of absence without pay to the end of the period of maternity leave prescribed above. Additional leave may be granted by the appointing authority with approval of Civil Service for a period or periods not to exceed a total of one year from the initial date of maternity leave, upon written request when accompanied by a doctor's certificate setting forth the need therefore.

Maternity and additional leave shall not be granted beyond one year.

ARTICLE XXVI

Leave of Absence Without Pay

A. A permanent employee, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one year by the appointing authority with the approval of the Department of Civil Service. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Department of Civil Service, where it is in the public interest.

B. The appointing authority shall request approval from the Department of Civil Service for a leave of absence without pay up to a maximum period of one year for an employee elected or appointed to a full-time position with the Association or the State P.B.A. Such leave may be renewed on an annual basis as the term of office of such position requires to a total

period not exceeding four years. Each such renewal is subject to approval by the Department of Civil Service. This privilege may be extended to a maximum of three (3) employees at any one time.

ARTICLE XXVII

Leave for Association Activity

The State agrees to provide leaves of absence with pay for delegates of the Association to attend Association activities. A total of 100 days of such leave may be used in the year July 1, 1973 to June 30, 1974, and 100 days during the period July 1, 1974 to June 30, 1975.

This leave is to be used exclusively for participation in the monthly delegate meetings of the New Jersey State Policemen's Benevolent Association or for other Association activities for which appropriate approval by the State is required.

Application for the use of such leave on behalf of the delegates or officers of the Local shall be made in writing 21 days in advance by the Association President to the Office of Employee Relations.

Timely requests for such leave will be approved based upon the condition that the employee's absence will not cause undue hardship or the inability of the work unit to function effectively. When possible, work schedules will be adjusted to eliminate this problem.

Leaves will be granted to individuals authorized by the President. Authorized leave granted to an individual shall not exceed a maximum of fifteen (15) days in a year period except where special approval of an exception may be granted by the State.

Any leave not utilized in a yearly period shall not be accumulated except where a written request of the Association for carryover of such leave for a particular purpose is made not later than thirty (30) days prior to the end of the year period. This request may be approved in whole or in part by the State.

In addition, the State agrees to provide leave of absence without pay for delegates of the Association to attend Association activities approved by the State. A total of 100 days of such leave of absence without pay may be used in the year July 1, 1973 to June 30, 1974 and 100 days of leave of absence without pay during the period July 1, 1974 to June 30, 1975.

This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leaves of absence with pay.

ARTICLE XXVIII

Promotion

Promotion means the advancement of an employee to a job classification at a higher salary range.

A. Upon promotion of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

B. Upon promotion, an employee shall be informed of his new rate of compensation one week in advance of the effective date.

C. Provisional promotional appointments shall be made only in cases of emergency when no employment list exists.

D. When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his permanency in his regular permanent job classification shall be continued during such trial or provisional period and he shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.

ARTICLE XXIX

Transfer and Reassignment Rights

A. Upon any transfer or reassignment of a permanent employee all sick leave and vacation balances shall be transferred with the employee. Upon voluntary transfer or reassignment, all accrued compensatory time will, at the discretion of the State, be transferred with the employee, taken as time off prior to transfer or reassignment or paid in cash at the employee's current rate of pay.

B. Upon involuntary transfer or reassignment of a permanent employee, all accrued compensatory time balances shall be transferred with the employee.

ARTICLE XXX

Reassignment

A. 1. Reassignment is the movement of an employee from one job assignment to another within his job classification and within the work unit, organizational unit or department.

2. Reassignments of employees may be made in accordance with the fiscal responsibilities of the appointing authority; to improve or maintain operational effectiveness; or to provide employee development and job training or a balance of employee experience in any work area. Where such reassignments are not mutually agreed to, the appointing authority will make reassignments in the inverse order of the job classification seniority of the employees affected.

3. When temporary (i.e. for a period of six (6) months or less) reassignments are made to achieve any of the objectives in A.2 above, employees to be affected will be given maximum possible notice. The consideration of seniority otherwise applicable in reassignments will not apply.

B. Where the principles in A.2 above are observed, requests for voluntary reassignment within the organizational unit or department shall be given consideration.

An employee desiring reassignment to any job in his organizational unit or department may submit an application through his supervisor in writing to his personnel officer stating the reasons for the request. Employees who are capable of performing the work and who apply for such reassignments will be considered and reassignments will be made on the basis of these requests. Where more than one request for reassignment from qualified employees deemed capable of performing the work in such a job is on record, any assignment/s will be made on the basis of the job classification seniority of employees having recorded such a request.

C. 1. When personnel changes in a work unit provide opportunities for shift or schedule changes, interested employees may apply for desired assignments to the work unit supervisor. Such changes in assignment will be made on the basis of the job classification seniority of employees requesting the change, except that priority is given to the assignment of individual employees as provided in A.2 above.

2. When a vacancy is filled by an employee from outside a work unit, the employee joining that work unit shall be assigned the open position on the shift and work schedule which were appropriate to the opening.

D. An employee may have on record no more than two (2) requests for reassignment in B. above.

E. When an employee is granted a voluntary reassignment under provisions of B. or C. above, he shall then be eligible for only one additional voluntary reassignment in the succeeding 12-month period. Consideration will be given to a request for additional reassignment where special circumstances exist. A promotion is not considered to be a reassignment.

ARTICLE XXXI

Job Posting

To keep employees within a Department or organizational unit informed of positions in which they may be interested for reassignment or promotion and to provide an opportunity to apply, existing or planned job vacancies shall be posted prominently for seven (7) calendar days. The posting shall include a description of the job, any required qualifications, the location of the vacancies and the procedure to be followed by employees interested in making application.

A copy of each notice posted will be forwarded to the appropriate local Association office.

Where a promotion or reassignment is consummated as a result of the job posting procedure, the appointing authority will post the name of the individual appointed on the bulletin board.

ARTICLE XXXII

Out-of-Title Work

The State and the Association agree that employees should be assigned work appropriate to and within their job classification.

The assignment of out-of-title work on a regular and continuing basis, exclusive of stand-in for limited periods for vacation, sick leave or other leaves, shall be avoided. Instances of such out-of-title work identified by the Association and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest time which shall in any case be no later than six months from the time of notification by the Association. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within fifteen (15) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure.

ARTICLE XXXIII

Position Classification Review

The Association may request a re-evaluation of a position (job classification), on the basis of job content change only. The State will review such a request and will re-evaluate the position, provide an opportunity for the Association to present its views, and render a written decision.

Implementation of any resulting reclassification of position shall be made consistent with normal procedures and availability of funds.

This provision shall not be abused.

ARTICLE XXXIV

Access to Personnel Folders and Evaluations

A. An employee shall, within five (5) working days of a written request to his agency or department, have an opportunity to review his personal history folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the State during the term of this Agreement. He shall be allowed to place in such file a response of reasonable length to anything contained therein.

B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

ARTICLE XXXV

Employee Safety

A. The State will continue to provide safety devices required for the protection of its employees.

B. Employees shall not be required to work where conditions exist which violate applicable safety rules and regulations. An employee whose work is temporarily eliminated as a result may be assigned to other work of which he is capable on an interim basis.

C. An employee must report incidents of unsafe or unhealthful conditions to his supervisor immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within safety guidelines.

D. In the event of an on-the-job injury requiring professional medical attention, the State will expedite such medical attention by calling for an ambulance if required or if the injured employee can be moved arranging transportation to a competent medical facility. Time off required for medical attention on the date of such injury shall not be charged against his accumulated sick leave balance.

ARTICLE XXXVI

Travel Regulation

Employees are not required to provide privately owned vehicles for official business of the State. However, when an employee is authorized to utilize his privately owned automobile for official business of the State, the employee on a voluntary basis only may provide the use of said vehicle for the authorized purpose and will be reimbursed for mileage at 10¢ per mile. The State requires each individual accepting such authorization to maintain insurance for personal liability in the amounts of \$25,000 for each person and \$50,000 for each accident and \$10,000 property damage for each accident. The State will provide insurance coverage where such privately owned vehicles are used in the authorized business of the State covering the excess over the valid and collectible private insurance in the amount of \$150,000 for each person and \$500,000 for each accident for personal liability and \$50,000 property damage for each accident unless and until legislation is passed which requires the State to indemnify and hold harmless their employees for personal injuries and property damage caused by the negligence of said employees while operating their privately owned vehicles on the authorized business of the State.

ARTICLE XXXVII

Lay Off and Recall

A. When it is necessary to lay off employees, the Association shall be notified at once, and the conditions outlined below and the established protections administered by the Department of Civil Service shall be observed.

B. Permanent employees within an organizational unit will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected. These non-permanent employees will be given minimum notice of at least two weeks of any reduction in force.

C. The State will provide a minimum of forty-five (45) calendar days notice of lay off to any permanent employee to be affected.

D. Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off.

E. Whenever possible, the State will try to avoid lay off by transferring, reassigning or offering to demote employees to available vacancies.

F. Permanent employees affected by lay off requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided.

G. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification or equated job classification and no new employee shall be hired until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the employer with any address change while waiting for recall.

H. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority, subject to the limitation that those permanent employees who were laid off first for reason of an unsatisfactory performance rating shall be placed on a special re-employment list in accordance with their seniority credits. Notice of recall will be made in writing by mail to the employee's home address of record.

1. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.

2. An employee recalled to his former or equated job classification must report for reinstatement or be considered to have abandoned his recall rights.

3. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall.

J. An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

ARTICLE XXXVIII

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 XXXIX

Maintenance of Benefits

Existing fringe benefits uniformly affecting all employees, or all employees eligible for that benefit, in effect on the date of this Agreement shall remain in effect unless modified by the terms of this Agreement. The provision is not intended to modify or limit the management rights elsewhere provided herein.

ARTICLE XL

Negotiation Procedures

A. Agreement Reopener

The State and the Association agree upon request of either party to open this Agreement only for the negotiation of salaries and fringe benefits to become effective on or after July 1, 1974. Requests for such reopener shall be made no later than December 3, 1973.

B. Successor Agreement

1. The parties further agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1975, subject to the provision expressed in the Article XLIII, "Term of Agreement".

2. The parties also agree to negotiate in good faith on all matters properly presented for negotiation. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

ARTICLE XLI

Legislative Action

In the event that any provisions of this Agreement require legislative action to become effective or the appropriation of funds for their implementation, it is understood and agreed that such provisions shall become effective only after the necessary legislative action is taken.

ARTICLE XLII

Savings Clause

In the event any Article, Section or portion of this Agreement shall conflict with any Federal or State law or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law.

Upon request of either party the parties agree to meet and renegotiate any provision so affected.

ARTICLE XLIII

Term of Agreement

This Agreement shall become effective on the date when the Association presents written certification of proper ratification to the State and shall remain in full force and effect until July 1, 1975. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

The Agreement shall automatically be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to January 1, 1975.

ARTICLE XLIV

Complete Agreement

The State and the Association acknowledge this to be their complete agreement, except as may be added hereto by particular reference in memorandum of understanding predating the date of signing of this Agreement, and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations unless provided herein.

ARTICLE XIV

Notices

For the purpose of giving notice as provided in Article XLIII "Term

of Agreement," the State may be notified through the Director, Office of Employee Relations, Governor's Office, State House, Trenton, New Jersey; and the Association through Mr. Thomas Savage, Attorney for the Association, 475 Watchung Avenue, Watchung, New Jersey.

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representatives as of this 29th day of May, 1973.

FOR THE STATE OF NEW JERSEY:

FOR THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION:

Frank D. Stone

Frank D. Stone Pres #104
Peter J. Fenton Pres. #105
George E. Allen Pres. #120
Frank Montoya Chron #91
James C. Cantill Co. " #91
James M. McLeo #113
Joseph J. Cucinotta #224
Religat.
John B. McCallum #222
Mario Masella #203. Reg Supr
Pat Hank Welch P.I.P.A.
John McManus Secy 240 Pres.
James A. Cassidy Sect 220

Thomas J. Savage Sth P.B.A. Atty

APPENDIX 1

Titles In Law Enforcement Unit

TITLE CODE	TITLE
32271	Campus Police Officer
32081	Conservation Officer
32651	Correction Officer
32751	Cottage Officer
33043	Inspector 1 ABC
33042	Inspector 2 ABC
33041	Inspector 3 ABC
32661	Interstate Escort Officer
33033	Investigator 1 ABC
33032	Investigator 2 ABC
33031	Investigator 3 ABC
32761	Juvenile Officer Training School for Boys
32051	Marine Police Officer
31951	Motor Vehicles Officer
31881	Police Officer
32252	Patrol Officer
32352	Police Officer PIP
32092	Ranger 1
32091	Ranger 2
31850	Recruit
32642	Senior Correction Officer
32052	Senior Marine Police Officer
33171	Weights and Measures Assistant
33172	Weights and Measures Technician
33173	Senior Weights and Measures Technician
33182	Regional Supervisor, Weights and Measures
33183	Senior Regional Supervisor, Weights and Measures