

STATE TROOPERS NCO UNIT
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This Agreement made as of the 1st day of July, 1980, by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers NCO Association of New Jersey, Inc., F.O.P. Lodge 21, hereinafter called the "ASSOCIATION."

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

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I RECOGNITION

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

ARTICLE II DUES CHECK-OFF

A. The State agrees to deduct from the salaries of Association members biweekly dues for membership in the Association provided the member has signed and filed an appropriate written authorization as required by Law.

The dues so deducted will be transmitted by the 15th of the month following the month in which the deductions were made, to the Association's treasurer. The Association shall certify to the appropriate State official in writing the current rate of the membership dues.

Dues deductions for any employee in this bargaining unit shall be limited to the Association, the duly certified majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 provided a notice of withdrawal is filed timely with the responsible payroll clerk.

B. It is agreed that employees who are not members of the NCO Association shall be required to pay a fair share fee in lieu of the regular dues, fees and assessments of members. The fair share fee shall be determined by the Association but shall not exceed 85% of the payments of regular members. New employees who are not Association members shall be required to pay the established fair share fee in the first payroll period following thirty (30) days of employment. The fair share fee shall be withheld from regular bi-weekly payroll and remitted to the Association at the same time and in the same manner as monies collected for dues. Any change in the rate of deduction shall be provided to the State thirty (30) days prior to its implementation.

This provision shall become effective in the first payroll period thirty (30) days after the Association has submitted satisfactory evidence of the establishment of a demand and return system as provided in the statute. It is further conditioned upon the additional requirements set forth in Sections 2 and 3 of Chapter 477 Laws of 1979.

**ARTICLE III
MANAGEMENT RIGHTS**

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

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

**ARTICLE IV
NO STRIKE**

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

**ARTICLE V
HOURS OF WORK AND OVERTIME**

A. Hours of Work

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

2. During each work cycle all employees of the unit shall work tours of duty which in the aggregate total one hundred and sixty (160) hours excluding scheduled meal time. Meal time will not be scheduled in those assignments where meal facilities are not available to the employee.

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

B. Overtime

1. During the period of this Agreement employees who are authorized or ordered and work more than one hundred and sixty (160) hours in a cycle shall be compensated at the premium rate of time and one-half in compensatory time or cash for such hours worked.

2. Compensatory time off shall be granted prior to the end of the first work cycle following the work cycle in which it was earned, or if not granted within such time, payment shall be made in cash. The time limit for granting of compensable time off may be extended, but not for an unreasonable period by mutual agreement or to grant an employee's request pursuant to paragraph D.I., 3. and 4.

C. Emergency Work Program

One hundred and seventy-five (175) hours of uncompensated time for each employee will be set aside semi-annually (January 1st and July 1st) for emergency

recall to duty, when such emergency recall to duty is authorized or declared by the Governor. The State will apply to the Legislature for payment at straight time for each of the one hundred and seventy-five (175) hours of emergency time worked by an employee and not otherwise compensated.

Any emergency time expended by an employee which is in addition to the one hundred and seventy-five hours emergency time shall be compensated for at straight time pay for each hour so worked.

D. Use of Compensatory Time

1. Employees who are required to work on a Saturday or Sunday which had been scheduled as a day(s) off, will, to the extent practicable, be granted a Saturday or Sunday as compensatory time.

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

3. An employee may, upon request, accumulate compensatory time and be granted said time off in hours up to and including a full working day, to be scheduled at the discretion of the Troop Commander or his designee. The request for taking said time off will not be unreasonably denied.

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

E. Call In Time

1. When an employee is called in for duty outside his normal tour of duty, or on a day when he is not scheduled for duty, he shall be guaranteed a minimum of 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 scheduled shift.

2. When an employee is required to appear before any court, administrative agency or judicial tribunal as a witness, or otherwise in matters directly related to the exercise of responsibilities emanating from his employment on a day he is not scheduled to work, or is called in at a time other than his normal tour of duty, he shall be guaranteed a minimum of two (2) hours compensation regardless of the actual time involved, except when the call-in period falls within the two-hour period immediately preceding his scheduled shift.

ARTICLE VI

LAYOFF AND RECALL

When it is necessary to lay off employees of the Unit, the Association shall be notified at once. Division seniority shall be the determining factor in identifying those to be affected, and layoffs shall be implemented in inverse order of hiring (those hired last being laid off first). The State will provide a minimum of forty-five (45) calendar days notice of layoff to affected employees. Laid off employee's names shall be placed on a special re-employment list, and persons on such list will be given preferential consideration over all other applicants considered for appointment, or employment and rehired in reverse order of layoff without examination.

ARTICLE VII

VACATIONS

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

1. Less than one (1) year service, one (1) day vacation for each month of service. Service will not include time spent in the Academy.

2. After one (1) year service and up to five (5) years service, twelve (12) days vacation.

3. After five (5) years service and up to twelve (12) years service, fifteen (15) days vacation.

4. After twelve (12) years service and up to twenty (20) years service, twenty (20) days vacation.

5. After twenty (20) years service, twenty-five (25) days vacation.

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

C. 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.

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

ARTICLE VIII

HOLIDAYS

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

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

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

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

ARTICLE IX

BEREAVEMENT LEAVE

A. Each employee of the unit represented by the Association shall be permitted bereavement leave with pay not to exceed three (3) calendar days beginning with the date of death of spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandparents of employee or spouse and grandchildren or any other member of the employee's household.

B. The aforesaid bereavement leave shall not be construed as a limitation or restriction on the emergency leave practices beneficial to employees heretofore applied by the Division of State Police, but shall merely be considered a guarantee of minimum leave in cases of death as referred to herein.

C. It is expressly understood by and between the parties that such bereavement leave, or part thereof, will only be granted when the three (3) days or part thereof occur on the affected employee's duty day or duty days.

ARTICLE X

LEAVES OF ABSENCE

A. Leave of Absence Without Pay

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

B. Personal Leave Days

Effective after July 1, 1980, there shall annually be three (3) personal leave days with pay granted to employees. Such leave shall not be cumulative. However, it operationally not possible for the year July 1, 1980 through June 30, 1981, such leave time may be carried forward into the second year of the agreement.

Scheduling the use of personal leave days shall be in accordance with the principles surrounding use of vacation time. Consideration shall be given to emergency use of such leave. Personal leave shall not be cumulative.

ARTICLE XI

OUT-OF-TITLE-WORK

Out-of-title-work occurs when an employee is given a temporary assignment to and occupies a position which is structured at a higher rank in the then currently published manning tables of the Division.

The State and the Association agree that 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, or those assignments deemed necessary to maintain operational effectiveness, shall be avoided. Instances of such out-of-title-work identified by the Association and formally brought to the attention of the Division shall be corrected immediately or by phasing out such assignments at the earliest time practicable which shall in any case be no later than three (3) months from the time of notification by the Association.

Grievances involving out-of-title-work shall be filed under the provisions of Article XIV, Section B.2. at Phase Two.

ARTICLE XII

SALARY, MAINTENANCE AND FRINGE BENEFITS, JULY 1, 1980 to JUNE 30, 1982

A. Administration

All salary adjustments will be made consistent with the provisions, practices and policies of the State and in accordance with the State Compensation Plan effective at the time.

B. Compensation Program

1. Subject to Legislative enactment providing full appropriation of funds for these specific purposes, the State agrees to provide the following benefits during fiscal years 1980-1981 and 1981-1982, effective at the time stated, and payable then within a reasonable time after enactment of the appropriation.

2. Effective in the first pay period of fiscal year 1980-1981 there shall be a seven (7%) percent increase across the board for all employees. The base salary of each employee shall be increased by six (6%) across the board effective in the first pay period of fiscal year 1982. An additional four (4%) of the base salary paid in the last pay period of fiscal year 1981 shall be granted effective in the fourteenth (14) pay period of fiscal year 1982. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to this adjustment.

3. During the period July 1, 1980 to June 30, 1982 normal merit increments shall be paid to all eligible employees.

4. The maintenance allowance for all employees in fiscal year 1981 shall be \$3200. The maintenance allowance for all employees in fiscal year 1982 shall be \$3400.

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

6. The State-administered Prescription Drug Program for dependents shall be continued during this Agreement in accordance with applicable legislation. Each employee shall be provided with an authorization and identification card.

7. All employees not provided transportation shall be compensated at the rate of fourteen (14) cents per mile for travel in their vehicle to and from their place of assignment and permanent place of residence in excess of twenty (20) highway miles each way. This mileage rate shall be adjusted on a cents per mile basis equal to adjustments made in paragraph 8 below.

8. Employees authorized to use a personal vehicle in the performance of their duties shall be compensated for such use at the rate of eighteen (18) cents per mile, portal to portal, as provided or adjusted by law.

9. a. Clothing allowance shall be paid at the rate of \$300 annually, commencing with the first pay period of fiscal year 1980-1981, and \$350 commencing with the first pay period of fiscal year 1981-1982 to all employees of the unit eligible for such allowance.

b. Employees of the unit not eligible for the clothing allowance provided in 9.a. above shall receive a uniform maintenance allowance which shall be paid at the rate of \$200 annually commencing with the first pay period of fiscal year 1980-1981 and \$250 commencing with the first pay period of fiscal year 1981-1982.

C. Dental Care Program

1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.

2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child, or family coverage.

3. Each employee shall be provided with a brochure describing the details of the Program, enrollment information and the required forms.

D. Eye Care Program

Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$20 payment for prescription eye glasses with regular lenses and a \$25 payment for such glasses with bi-focal lenses. Each

eligible employee and dependent may receive only one payment during the two (2) year period this program will be in effect. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

E. Special Compensation

1. Effective in the first full pay period in July, 1980 there shall be a special salary adjustment of an additional incremental step for each employee whose length of service in the State Police is fifteen (15) years or longer, and providing the employee has been at the maximum step of the salary range of his current position for four (4) years or longer as of June 30, 1980. When the service requirements are met subsequent to July 1, 1980, the increment will be granted on the next anniversary date of the employee in fiscal year 1980-1981 or 1981-1982.

2. Employees who are scheduled to work between the hours of 10:00 p.m. and 7:00 a.m. shall be granted special compensation computed at the rate of six (6%) percent of their base hourly salary rate for each hour worked. This special compensation shall be accumulated and paid in December of each year of this Agreement. This special compensation shall not become part of base salary for the computation of premium payments.

F. Cooperative Effort

The parties to the agreement understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvements which may assist in realizing that objective. This provision is not intended to nullify or modify any portion of the NCO Agreement.

ARTICLE XIII

TUITION REIMBURSEMENT

A. 1. Employees may be eligible for tuition reimbursement for post-secondary courses taken at a properly accredited educational institution which are directly job related and/or necessary to increase such employee's expertise in his or her area of work, as determined by the Superintendent, provided the employee is not being reimbursed for the same course(s) from other sources such as L.E.E.P. and the V.A.

2. The maximum reimbursement per credit shall be equivalent to the tuition of the State educational institutions or the actual tuition, whichever is less.

3. Approved courses shall be taken during off duty hours.

B. 1. Written application must be made through channels to the Training Bureau prior to enrollment in a course of study, stating the basis for the request for reimbursement. Within twenty (20) calendar days a response will be made in writing as to whether or not the Division will provide reimbursement.

2. In order to secure reimbursement the employee must complete the course of study and maintain a course grade of not less than "C". Written proof of payment of tuition must be submitted to the Division along with a copy of the final grade received.

3. Tuition reimbursement shall ordinarily not exceed nine (9) credits per year.

C. The operation of this program is subject to the availability of funds. In the event that funds are not sufficient to meet all requests which would otherwise be approvable, the State may provide tuition reimbursement at less than full cost.

ARTICLE XIV GRIEVANCE PROCEDURE

A. Establishment

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

B. Definition of a Grievance

The term "Grievance" shall mean an allegation that there has been:

1. A breach, 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 of the Division to consider and take appropriate action promptly and fairly upon grievances of their subordinates.

D. Application

1. Every employee shall have the right to present his grievance in accordance with the procedures set forth in this Agreement, provided, however, that when any grievance is not presented through the Association, notice of the filing of the grievance and a copy of the same shall be forwarded to the President of the Association prior to any grievance meetings with the grievant. In such case, the Association shall be given the opportunity to be present at all grievance meetings or discussions held on such grievances.

2. A grievance on behalf of an employee(s) of this unit may be initiated by the President of the Association or his designee who shall commence the grievance procedure at Phase One except as otherwise provided herein where commencement shall be at Phase Two.

3. Group grievances, i.e., grievances involving more than one (1) individual employee of this unit as grievants, shall be presented to the lowest ranking commissioned officer common (in supervisory capacity) to all employees of the grievant-group.

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

5. The Association may present a grievance in its name on its own behalf or on behalf of all employees of this unit as a body, and such grievance shall have the same force and effect as a grievance on behalf of an individual grievant and shall be processed through all of the phases of the grievance procedure, including arbitration or submission to the Governor's Employee Relations Policy Council as the case may be, and in accordance with the provisions contained in this Article. In cases of Association grievances, such grievances shall be forwarded directly to any Troop Commander or Section Supervisor at Phase One of the grievance procedure.

6. These procedures are not applicable to matters relating to removal or disciplinary action resulting from disciplinary hearings pursuant to the Rules and Regulations, except that the issuance of written reprimands are subject to this grievance procedure. Grievances relating to written reprimands shall be presented directly to the Superintendent or his designee at Phase Two of the Grievance Procedure within fifteen (15) calendar days of the receipt of the written reprimand, and if not resolved at that phase of the grievance procedure, the grievance may be submitted to arbitration pursuant to Phase Three (a) of Section E. of this Article, except that grievances concerning suspensions resulting from written reprimands may be submitted to arbitration on the basis of just cause under phase three (a) of Section E. below.

7. The imposition of any penalty shall be stayed pending a determination of any grievance if timely filed.

8. The grievant, grievants, and his or their representative who attend a scheduled grievance meeting or discussion while on duty shall suffer no loss of pay as a result thereof and shall not be required to make up such time and the reasonable time required to travel to and from such meeting or discussion.

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

10. When a grievance has been submitted and where the Association President or his designee requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Association President or his designee will be granted permission and reasonable time, to a limit of one (1) hour, exclusive of travel time, to investigate said grievance without loss

of pay. It is understood that the NCO's Troop Commander or Section Chief shall schedule such time release, providing the work responsibilities of the NCO's are covered and provided further there is no disruption of work. Such time release shall not be unreasonably denied. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Association officials or preparation for presentation at a grievance meeting.

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

E. Mechanics

1. Phase One

The grievant, individual or group, or the Association on behalf of the grievant(s), or on behalf of itself, may submit a written grievance setting forth the specific nature of the grievance and the relief sought, within fifteen (15) calendar days of the act or event or of the acquisition of knowledge of the act or event which is the subject of the grievance to their Troop Commander, Section Supervisor, or their designee, or to any Troop Commander or Section Supervisor, in the case of Association grievances, who shall answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance to the grievant or grievants and to the Association.

2. Phase Two

a. In the event the grievance is not satisfactorily resolved at Phase One, the Association may within ten (10) calendar days from the receipt of the written answer to the grievance by the Troop Commander or Section Supervisor or their designee, or, if no answer is received from the Troop Commander or Section Supervisor or their designee within the time provided in Phase One for such answer within twenty-five (25) calendar days from the date of submission of the grievance to the Troop Commander, Section Supervisor or their designee, whichever applies, submit the written grievance to the Superintendent. A copy of the written grievance at Phase Two shall also be submitted to the Office of the Attorney General.

b. The Superintendent shall initiate such action as he deems necessary to process the grievance. Meetings between the parties to this Agreement to resolve the matters in dispute may ensue. The answer of the Superintendent to the grievance shall be in writing and shall be submitted to the Association within twenty (20) calendar days of the receipt of the written grievance by him. A copy of the Superintendent's written answer to the grievance shall be forwarded, by the Superintendent, to the Office of the Attorney General.

3. Optional Phase Two

a. If a grievance has been moved to Phase Two as provided in this Article and if no answer is provided in the time limits as set forth or otherwise mutually agreed to, then at the expiration of seven (7) additional days, the Association may

request a hearing of the grievance. Such request addressed to the Director of the Office of Employee Relations shall be honored and a hearing shall be conducted within twenty(20) days by the Office of Employee Relations or the Attorney General's office and a decision shall be rendered within ten (10) days of the completion of the hearing.

b. If a grievance under B.2. of this Article is heard by the Office of Employee Relations or the Attorney General, procedures set forth in E.5. phase 3 (b) (Policy Council) shall not apply, and the decision of the Office of Employee Relations or the Attorney General shall be final and binding. The rights to arbitration of grievances as set forth in E.4. phase 3 (a) arbitration shall not be waived. Time limits for submission of grievances to arbitration as set forth in E.4.a. shall apply (twenty (20) days following the decision).

4. Phase Three (a)

a. If the grievance as defined in Paragraph B.1. of this article is not satisfactorily resolved at Phase Two, the Association may within twenty (20) calendar days from the receipt of the answer to Phase Two or, if no answer is received from the Superintendent within the time provided in Phase Two for such answer, within forty (40) calendar days from the date of submission of the grievance to the Superintendent at Phase Two, whichever applies, submit the grievance to arbitration by written demand for arbitration to the Director, Office of Employee Relations, with notice to the Superintendent of State Police.

b. The parties have agreed to a panel of permanent arbitrators: Jack Pearce, Maurice Benewitz and Benjamin Wolf, who shall serve during the term of this Agreement. The arbitrators shall rotate so that each arbitrator shall preside at every third arbitration case, but if the designated arbitrator cannot preside at his scheduled arbitration within sixty (60) days of the demand for arbitration, then the designated arbitrator shall miss his turn and the next arbitrator on the rotated list shall preside. If the latter cannot preside at the arbitration within the thirty (30) day period, then the second arbitrator shall preside. If none of the permanent arbitrators can preside at the arbitration hearing within the thirty (30) day period, then an arbitrator will be selected by the parties pursuant to the Rules of the New Jersey Public Employment Relations Commission.

c. During the period prior to the date of submission of the grievance to arbitration, the Attorney General, on behalf of the State, may take whatever action he deems necessary or appropriate, not inconsistent with this Agreement, to attempt to resolve the grievance to the mutual satisfaction of the parties hereto; however, any action taken by the Attorney General in connection with the resolution of the grievance will not delay the arbitration of the grievance unless mutually agreed upon by the parties.

d. The arbitrator's decision shall be final and binding on the parties with regard to grievances as defined in Paragraph B.1. of this Article. In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

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

5. Phase Three (b)

a. If the grievance, as defined under Paragraph B.2. of this Article, is not resolved to the satisfaction of the Association, the Association may, within twenty (20) calendar days from receipt of the Superintendent's answer in Phase Two or, if no answer is received from the Superintendent within the time provided in Phase Two for such answer, within forty (40) calendar days from the date of submission of the grievance to the Superintendent at Phase Two, whichever applies, submit the grievance to the Governor's Employee Relations Policy Council with notice to the Office of Employee Relations and the Superintendent of State Police.

b. During the period prior to the date of submission of the grievance to the Governor's Employee Relations Policy Council, the Attorney General, on behalf of the State, may take whatever action he deems necessary or appropriate, not inconsistent with this Agreement, to attempt to resolve the grievance to the mutual satisfaction of the parties hereto; however, any action taken by the Attorney General in connection with the resolution of the grievance will not delay the hearing by the Council of the grievance unless mutually agreed upon by the parties.

c. The Governor's Employee Relations Policy Council or a designee approved by the Association shall conduct a hearing to determine the facts and to render a decision within thirty (30) calendar days from the submission of the grievance, which shall be final and binding on the parties with regard to grievances as defined in Paragraph B.2. of this Article. The hearing before the Council shall be conducted in the same manner and under the rules and regulations of the Public Employment Relations Commission for arbitration hearings. In no event shall the Council's decision have the effect of adding to, subtracting from, modifying or amending the provision of this Agreement.

d. A written reprimand shall not be issued against an employee of this unit without just cause and the Policy Council's decision in grievances relating to the issuance of such written reprimands shall be grounded upon a finding that the Division of State Police did or did not have just cause for the issuance of such written reprimands.

6. Counsel for the Association may be present at all arbitration hearings and Policy Council hearings to represent the Association.

F. Expedited Grievance Procedure

1. The Association, through its President, may make written request to the Superintendent of State Police for expedited handling of a grievance. The request must set forth the specific nature of the grievance and the relief sought and must be submitted within seven (7) calendar days from the date on which the act or event which is the subject of the grievance occurred, or seven (7) calendar days from the date on which the grievant should reasonably have known of its occurrence.

2. Requests for use of the expedited grievance procedure may be appropriate for those grievances where the granting of a timely remedy would be precluded because of the time limits set forth in Section E of this Article, and where the central issue involved in the grievance is clearly of very substantial consequence or emergent in nature.

3. The Superintendent shall respond within forty-eight hours of receipt of a request for expedited grievance handling with a determination regarding whether the expedited procedure should be invoked. If the Superintendent denies the request, the Association may appeal the decision to a special arbitrator selected in advance by the parties, who shall determine the sole issue of whether the expedited procedure should be invoked under the terms of the agreement. The decision of the arbitrator on this issue shall be binding on the parties, and should be transmitted to the parties in the most expeditious manner. Upon denial of expedited processing by the arbitrator, the grievance may be initiated within eight (8) days at the proper phase under paragraph E. of this Article.

4. If the Superintendent grants expedited processing of a grievance, or if the special arbitrator orders expedited processing, the Superintendent shall make a ruling on the merits within ten (10) working days of such determination.

5. If the Superintendent denies the grievance on its merits or fails to respond within the required ten (10) day period the Association may appeal that decision to arbitration, except as provided under paragraph F.6 following. Under these procedures, the arbitrator selected must be able to schedule a hearing on the grievance within thirty (30) days of the Superintendent's denial of the grievance or thirty (30) days after the expiration of the ten (10) day period established in paragraph F.4. (whichever occurs first), and further, the arbitrator will be required to render a decision on the merits of the grievance within fifteen (15) days of the completion of the hearing. The arbitrator shall first be solicited from within the permanent panel of arbitrators named under this Article. If none of the permanent arbitrators can satisfy the conditions set forth above, an arbitrator from outside the permanent panel may be selected under the procedures of the Public Employment Relations Commission.

6. A grievance, as defined under paragraph B.2 of this Article, that would normally proceed to the Governor's Employee Relations Policy Council shall not be entitled to arbitration as provided in Paragraph F.5. above. Upon denial of such a grievance on its merits by the Superintendent, or the expiration of the ten (10) day period established in paragraph F.4. (whichever occurs first) the Association may make written appeal of the decision directly to the Council through the Director of the Office of Employee Relations. In the event of such appeal, there shall be a hearing within fifteen (15) days to determine the facts and the decision of the Council shall be rendered within fifteen (15) calendar days of the submission of the matter to the Council, or within five (5) days after the completion of the hearing, and such decision shall be final and binding on the parties.

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

8. The parties agree that Mr. Jack Pearce and Mr. John Tesauro shall serve as the special panel of arbitrators described in paragraph F.3. The arbitrator shall be selected on a rotational basis in each incident. Costs of arbitration shall be shared by both parties.

9. Whenever the expedited grievance procedure shall be utilized, expedited processing will in no way serve to modify, amend or otherwise alter the conditions established in the grievance procedure unless specifically provided for in paragraph F. of this Article.

ARTICLE XV

INTERNAL INVESTIGATION PROCEDURE

A. Establishment

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

B. Purpose

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

2. The security of the State depends to a great extent on the manner in which employees perform their duty. Their employment is thus in the nature of a public trust.

3. The management, administration, disposition and discipline of the Division of State Police have been delegated to the Superintendent.

4. The wide-ranging powers and duties given to the Division and its employees involve them in all manner of contacts and relationships with the public. Out of these contacts questions may arise concerning the actions of employees. These questions may require immediate investigation by superior officers designated by the Superintendent.

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

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

D. If an employee of the Division is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights.

E. Mechanics

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

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

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

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

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

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

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

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

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

ARTICLE XVI
CLAIMS ADJUSTMENT

- A. Where a loss or damage to personal property is sustained as a result of an action taken in the performance of an assigned duty of an employee of this unit, such loss will be adjusted. A claim for such loss must be filed with the employer within thirty (30) days of the date of the loss on a claim form provided by the employer which shall be filled out by the employee, including the requested adjustment. The State shall provide aid and instructions necessary for the completion and processing of the forms.
- B. The thirty (30) day requirement for the filing of such claim may be extended by mutual agreement, and shall not be unreasonably withheld.

ARTICLE XVII
ACCESS TO PERSONNEL FILES

- A. Within fifteen (15) working days of a written request, an employee shall on an annual basis be granted a specific date upon which to review his personnel file which is maintained at Division Headquarters. Such review shall be made in the presence of an appropriate official of the Division, and shall not require a loss of the requesting employee's paid time. The personnel file subject to examination shall include the employee's employment application, performance appraisal forms, letters of commendation, record of promotions, special training or other related achievements, reports of criticism or fitness, reprimands, suspension, fines, demotions, and other disciplinary action. Nothing in this Article shall be construed as granting an employee access to confidential documents other than the above items or to preemployment investigation reports, or other information received from sources under an understanding of confidentiality, regardless of whether or not these materials are normally maintained in the same file or folder with other personnel records.
- B. Subsequent to such review of an employee's personnel file, the employee shall be allowed to place in the file a response of reasonable length to any material contained therein.
- C. An employee may request the correction or expungement of information in the file where there are pertinent and substantive inaccuracies. Such request shall not be unreasonably denied when the inaccuracies can be satisfactorily documented by the employee.
- D. No document of anonymous origin shall be maintained in an employee's personnel file and no complaint shall be retained in the employee's personnel file.

ARTICLE XVIII
NON-DISCRIMINATION

The State and the Association agree that the provisions of the Agreement shall apply equally to all employees of this unit, and that there shall be no intimidation, interference, or discrimination because of age, sex, marital status, race, color, creed or national origin, political activity, private conduct or Association activity which is permissible under law and which does not interfere with an employee's employment obligation.

ARTICLE XIX
ASSOCIATION BULLETIN BOARDS

- A. The Division shall provide space on a bulletin board at each substation, Troop Headquarters and Division Headquarters for the use of the State Troopers NCO Association of New Jersey, Inc. The space provided shall be one-fourth (¼) of the available space on each such board but not to exceed two (2) feet by three (3) feet.
- B. The Association shall limit its postings to notices, bulletins, reports, meeting announcements, social and recreational events, achievements, and similar materials which shall not contain any profane or obscene matter or be defamatory or disrespectful of any individual or the State. The Association shall not post election campaign materials. Postings shall be signed by an authorized representative of the Association or the organizational origin shall be set forth.
- C. Any material which the State alleges to be in violation of the conditions above shall be promptly removed. Any dispute as to the appropriateness of any posting may be initiated as a grievance at Phase Two or submitted to the Office of Employee Relations for determination.

ARTICLE XX
INFORMATION AND SPECIAL PROVISIONS

- A. The Association agrees to furnish to the Division of State Police a complete list of all officers and representatives of the Association together with their titles, addresses and designation of responsibility and to keep such list current. The Association will also provide copies of its constitution and by-laws or other governing articles and shall keep them current.
- B. The State agrees to provide to the Association on a semi-annual basis, a mailing list of names and addresses of all NCO's in the unit covered by this Agreement.
- C. When the Division publishes the Triangle for the information of employees, announcements or statements of Association meetings or affairs shall be included, time and space permitting, if requested by the Association, provided such announcements are consistent with the editorial practices in effect.

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

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

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

ARTICLE XXI

INTER-OFFICE MAIL

Where the Association has mail to be delivered to its members, 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 XXII

OUTSIDE WORK

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

B. An NCO desiring to engage in outside employment shall request permission in writing from the Superintendent. Approval or disapproval of such requests shall be transmitted within fourteen (14) calendar days.

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

D. The subject matter of this Article, including the failure or refusal to approve requests to engage in outside work, is grievable under B.2. of Article XIV. Any grievances under this Article shall be submitted directly to the Superintendent, and if not resolved, may be submitted by the Association to the Governor's Policy Council pursuant to paragraph E.5. of Article XIV.

ARTICLE XXIII

ASSOCIATION-STATE COMMITTEE

- A. A committee consisting of State representatives, Division of State Police management personnel and Association representatives shall be established for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise.
- B. Said committee shall meet sometime during each of the months of March, June, 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 four (4) members of the Association as designated by the President thereof 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 XXIV, B.
- E. Counsel for the respective parties may attend such committee meetings.

ARTICLE XXIV

ASSOCIATION SECURITY

- A. 1. The State and Division of State Police agree that the conduct of the internal affairs of the Association is the sole responsibility and right of the officers and members of the Association.
2. The State, Division of State Police and the Association agree not to discriminate against, interfere with, or coerce any employee in the exercise of his right to join and assist the Association or to refrain from any such activity except as such may be permitted by law.
- B. 1. Officers and/or members of the Executive Board (or designee) of the Association shall be granted a total of sixty-five (65) days paid leave per contract year, not to be deducted from their duty leave or vacation, to pursue the affairs of the Association. Association leave time may be utilized on an hourly basis, provided, however, such use does not interfere with the operational effectiveness of the Division.
2. The allocation of such leave among the Officers and members of the Executive Board shall be determined solely by the Association, except that such leave shall be limited to a maximum of twenty (20) days of paid leave in each yearly period and five (5) continuous days of paid leave for any single conference or convention for any individual employee.

3. A maximum of twenty (20) such leave days which are not utilized in one contract year may be carried forward for use in the next contract year.

4. The Association may, upon request to the Division, be advanced a maximum of twenty (20) such leave days in any contract year, in which the provided sixty-five (65) leave days have been exhausted. Any leave days so advanced will then be deducted from the number of leave days normally creditable in the next contract year. Approval of requests for advances of such leave time shall not be unreasonably withheld.

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

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

ARTICLE XXV

PROMOTIONS

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

B. When a vacancy or vacancies to be filled by promotion occur in the ranks of Sergeant First Class, Detective Sergeant First Class and Lieutenant within the Division of State Police, the Division of State Police shall announce the vacancy or vacancies, the criteria and sub-criteria and such constituent part of that criteria and sub-criteria (hereinafter referred to as "criteria") to be met by the candidates for promotion to such vacancy or vacancies, and the particular weight to be assigned to each of the criteria announced (to be met by the candidates) which will constitute the only and exclusive basis for promotion to the vacancy or vacancies announced in accordance with provisions set forth in this article.

C. 1. The announcement of a vacancy or vacancies to be filled by promotion in the rank of Sergeant First Class, Detective Sergeant First Class and Lieutenant shall be made as follows:

a. By teletype message to each station, troop, section, bureau and unit.

b. By written notice posted on all official State Trooper NCO Association bulletin boards throughout the Division.

c. By written copies personally delivered or mailed to the President of the State Troopers Non-Commissioned Officers Association.

2. The said announcement of vacancy or vacancies shall be made at least 60 days prior to the actual promotion or promotions to fill the said vacancy or vacancies announced. The parties may mutually agree to waive or amend the time requirements hereinabove set forth.

3. The announcement of a vacancy or vacancies to be filled by promotion shall contain the following:

a. An exact description of the specific vacant position to be filled by promotion;

b. The rank of the said vacant position;

c. The location of the vacancy by section or troop, bureau, unit or station;

d. The exact title of the vacancy: i.e., Station Commander, Assistant Supervisor, Fugitive Unit, Administrative Officer, CIS, etc.

e. The criteria to be met by candidates, excluding none.

f. The exact weight to be assigned to each criteria to a total weight to be assigned of 100 percentage points (100%).

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

2. The Division shall apply the criteria to each candidate-applicant and shall prepare a list of candidate-applicants as to each position vacancy containing the names of the said candidate-applicants in order of highest to lowest total score, to each of the criteria for each candidate-applicant.

3. The candidate-applicant with the highest numerical score shall be promoted to fill the vacancy and in the event of multiple vacancies, the promotions shall be made in the order of the highest numerical scores. If the list remains effective for a period after the originally announced vacancies are filled, subsequently announced similar vacancies shall be filled from the remaining candidate-applicants on the list in the order of highest score.

4. Each criterion and the weights assigned to each criterion shall remain constant during the promotion process relating to the announcement of a vacancy or vacancies and shall be and remain identical for similar vacancies during the same promotion process relating to the announcement of a vacancy or vacancies.

E. 1. A reasonable time prior to the date of formal announcement by teletype and other means of communication of the promotion to the announced vacancy, the Division shall provide and deliver to the President of the NCO Association the aforesaid list(s) of candidate-applicants which shall contain the total score of each candidate-applicant; the parts of the total score relating to each of the criterion and the numerical standing of each candidate-applicant.

2. Each candidate-applicant shall be notified in writing of his final score and numerical standing on the aforesaid list(s) within a reasonable time prior to the announcement of promotion.

3. The list(s) of candidate-applicants which shall be provided and delivered to the President of the NCO Association shall state the period during which the said list(s) shall remain in effect and during which all promotions to other identical vacancies shall be made from said list(s).

4. As aforesaid, the candidate-applicant with the highest numerical score shall be promoted to fill the vacancy and in the event of multiple vacancies, the promotions shall be made in the order of the highest numerical scores. If the list(s) remains effective for a period after the originally announced vacancies are filled, subsequent announced vacancies shall be filled from the remaining candidate-applicants on the list(s) in the order of highest score.

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

6. The Division shall formally announce the promotion or promotions of candidate-applicants after the list(s) has been provided and delivered to the President of the NCO Association and the notice of final scores and numerical standing is provided all candidate-applicants.

7. a. Within a reasonable time after announcement of the promotion(s), the Association and all candidate-applicants shall be afforded the opportunity, upon request, to examine all scores, gradings, documentation and other factors relating to the application of criteria.

b. Upon request, the Division shall furnish to the Association all information relating to the process and mechanics utilized by the Division in the scoring of any or all candidate-applicants including, but not limited to, procedures, scoring techniques and modes or methods of computation.

c. A promoted candidate-applicant shall receive written notification of his new rate of pay and new anniversary date (in rank) within one (1) week of the announcement of the promotion; shall within ten (10) days of the effective date of the promotion assume the vacant position for which the promotion was announced; and shall be expected to remain in such position for a period of at least one(1) year except in emergent situations as deemed by the Superintendent in his discretion, which discretion shall not be abused.

F. All promotions are probationary for one (1) year during which time the NCO must meet requirements of the new rank or grade established by the Superintendent. The probationary period may be extended for an additional six (6) months if the Superintendent deems that conditions warrant the extension and in such cases, the affected NCO and the NCO Association shall be notified of such extension, in writing, prior to the expiration of the original one (1) year probationary period. In the event the NCO fails to meet the said requirement of the new rank or grade, the NCO may be subject to reduction to the former rank or grade. In the event the Superintendent effects such a reduction in rank or grade during or at the conclusion of the probationary period, the affected NCO shall

receive, in writing, the specific reasons for his reduction in grade or rank including, but not limited to, the requirements not met by the NCO during his probationary period. If no reduction in rank or grade takes place during or at the conclusion of the original probationary period or as extended, then the probation will be deemed ended.

G. In the event the Division elects to use or apply seniority in any form as part of its criteria for promotion, e.g., seniority in service, seniority in grade, seniority in position, etc., the employer shall include in its notice of vacancy in the appropriate areas covering criteria, the specific type of seniority to be used as criteria and the exact dates within which seniority will be computed.

H. In order to provide the NCO's with that information necessary so that they may prepare for and otherwise be guided in the attainment of career goals, the Division shall:

1. Provide the NCO Association and the unit membership with advance notice with respect to any proposed changes in criteria in advance of announcements for vacancies to which those criteria may be applicable.

2. The Division shall make reasonable attempts to develop a text or list of approved source material for the guidance and information necessary to meet the criteria for specific positions within the Division to which NCO's of both ranks can aspire and apply for promotion.

I. In the event the Division elects to include a written or oral examination as part of the promotional process, all procedures relating to the use of such written or oral examinations shall be negotiated to the extent required by law.

J. There shall be no discrimination practiced against any NCO with respect to the provisions of this Article nor shall there be any inequitable or non-uniform application of any of the provisions and requirements of the Article as to any NCO unit member.

ARTICLE XXVI

SAVINGS

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

ARTICLE XXVII

CONTRACT NEGOTIATIONS

A. This Agreement shall continue in full force and effect until June 30, 1982, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail prior to October 1 in the year preceeding the contract expiration that it desires to amend the terms of this

Agreement. Either party may submit to the other a written list of changes desired in the terms of a successor Agreement.

B. Should either party notify the other of its desire to amend this Agreement through the procedure in A. above, the terms of this Agreement shall remain in force until the effective date of a successor Agreement.

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

D. The State agrees to grant the necessary duty time off to Association officers and representatives not to exceed five (5) in number, to attend scheduled negotiation meetings.

ARTICLE XXVIII COMPLETE AGREEMENT

A. The State and the Association acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed. The parties hereby waive any right to further negotiations except as specifically agreed upon and except that proposed new rules, or modifications of existing rules affecting working conditions, shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the laws of the State of New Jersey.

B. The State agrees that wages, fringe benefits and terms and conditions of employment and the past practices related thereto of employees covered by this agreement shall be maintained at the highest standards uniformly existing at the time of the agreement.

C. If during the term of this Agreement, legislation becomes effective which has the effect of improving wages or fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

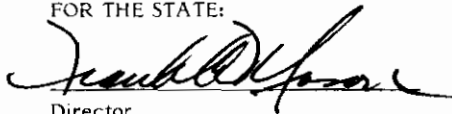
D. The Division of State Police will include a request for an annual medical examination for all employees over the age of thirty (30) years in its fiscal year budget submission for each year covered by this Agreement.

ARTICLE XXIX PRINTING OF AGREEMENT

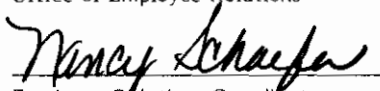
The State will reproduce this Agreement in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus additional reserve copies, for distribution by the Association. The contract cover will include the Seal of the State of New Jersey and the Association Insignia.

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

FOR THE STATE:



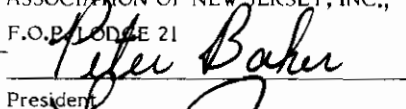
Director,
Office of Employee Relations



Employee Relations Coordinator,
Office of Employee Relations

July 16, 1981

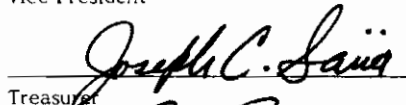
FOR THE STATE TROOPERS NCO
ASSOCIATION OF NEW JERSEY, INC.,
F.O.B. LODGE 21



President



Vice President



Treasurer



Secretary

MEMORANDUM OF UNDERSTANDING I

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

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

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

In any of the above matters, the Attorney General may determine and authorize the use of outside counsel where, in his judgement, such is warranted. In such cases the reasonable costs of such counsel shall be borne by the State.

