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THIS BOOK DOES  
NOT CIRCULATE

# Agreement



BETWEEN THE

STATE OF NEW JERSEY

AND THE

STATE TROOPERS NCO

ASSOCIATION OF N.J., INC.

FOR THE UNIT CONSISTING OF

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

JULY 1, 1976 - JUNE 30, 1978

## STATE TROOPERS NCO UNIT

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This Agreement made as of the 1st day of July, by and between the State of New Jersey, hereinafter called the "STATE" and the State Troopers NCO Association of New Jersey, Inc., hereinafter called the "ASSOCIATION."

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

NOW THEREFORE, it is mutually agreed as follows:

**ARTICLE I  
RECOGNITION**

The State recognizes the Association as the sole and exclusive representative for all enlisted members in the Division of State Police but excluding Troopers, Lieutenants, Captains, Majors and the Colonel, for collective negotiations concerning wages, hours and conditions of employment.

**ARTICLE II  
DUES CHECK-OFF**

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 Chapter 310, P.L. 1967.

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.

**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**

A. Beginning April 24, 1976, and continuing during the term of this Agreement, the time period covered by this Agreement shall be divided into twenty-eight (28) day work cycles, consisting of twenty-eight (28) consecutive calendar days.

B. During each work cycle all members 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 member.

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

D. For each duty hour worked by a member of this unit in excess of one hundred and sixty (160) hours during the twenty-eight (28) day work cycle, such member shall be granted compensatory time off from work, on an-hour-for-hour basis, up to a maximum of thirty (30) hours during each such work cycle.

E. Members who work more than one hundred and ninety (190) hours during any work cycle, shall be compensated for time worked by payment at straight time at such member's hourly rate of pay or in the alternative, shall be compensated by compensatory time off, hour for hour, at the member's option and with the approval of the Division.

F. Compensatory time off shall be granted prior to the end of the second work cycle following the work cycle in which it was earned, or if not granted within such time, money payment shall be paid at straight time. The time limit for granting of compensable time off may be extended, but not for an unreasonable period, to provide for the granting of compensable time off earned under Paragraph G. This time limit may also be extended to grant a member's request pursuant to Paragraphs H, J and K.

G. One hundred and seventy-five (175) hours of uncompensated time for each member 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. However, each member will be granted compensatory time off for hours of work performed when recalled for such emergency, on an hour-for-hour basis to such member's unused maximum compensable hours limit as provided in Paragraph D above. 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 a member and not otherwise previously compensated as provided above.

Any emergency time expended by a member which is in addition to the one hundred and seventy-five (175) hours emergency time shall be compensated for at straight time pay for each hour so worked.

H. Members 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.

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

J. A member 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.

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

## ARTICLE VI VACATIONS

A. All members 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) year's service, twelve (12) day's vacation.

3. After five (5) year's service and up to twelve (12) year's service, fifteen (15) day's vacation.

4. After twelve (12) year's service and up to twenty (20) year's service, twenty (20) day's vacation.

5. After twenty (20) year's service, twenty-five (25) day's 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.

## ARTICLE VII HOLIDAYS

A. All members 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 VIII  
PROMOTIONS**

A. All promotions to the ranks of Sergeant First Class, Detective Sergeant First Class and Lieutenant shall be made predicated upon the following criteria:

1. Written Examinations - a maximum of thirty-four percentage (34%) points prorated on the numerical score achieved on the written examination.

2. Seniority - a maximum of thirty-four percentage (34%) points based on the NCO's months of creditable service in the Division of State Police. For each month of such service, an NCO shall receive 0.1 percentage (0.1%) points per month to the maximum of twenty-eight (28) years and four (4) months. Creditable service commences with enlistment after graduation from the New Jersey State Police Academy and does not include time lost during suspension(s) nor time lost during resignation and reinstatement.

3. Performance (Management Criteria) - a maximum of thirty-two percentage (32%) points based on (a) job related experience, (b) evaluation of work performance, (c) record of conduct, (d) medical condition, (e) potential to perform in the next higher rank, and (f) any other factors relevant to a particular promotion. Each of the aforesaid six (6) management criteria will be assigned a part of the total thirty-two percentage (32%) points allotted to management criteria and the points assigned to each criterion will be stated in the announcement of the vacancy to be filled by promotion. The number of points assigned to each of management's criteria shall remain constant as to each vacancy for the same position.

B. 1. Each and every promotion shall be made exclusively based upon the highest number of percentage points to a maximum of one hundred percentage (100%) points accumulated by eligible Non-Commissioned Officers from and through the criteria set forth in paragraph A. above. To be eligible for promotion pursuant to this Article, an NCO must take the written examination set forth in A.1, above. The NCO or NCO's who have accumulated the highest total percentage points shall be promoted to the higher rank within ninety (90) days after the announcement of the vacancy.

C. 1. During the term of this Agreement, the written examinations for promotions, referred to in A.1 of this Article, will be developed, prepared, administered and scored by the New Jersey Civil Service Commission acting as an independent contractor and testing agency, independent of the State of New Jersey and the Division of State Police.

2. Written examinations for promotions will be given on a regular schedule or as needed so that there is always in existence a list of examination scores for use, as set forth in A.1 of this Article, to determine the percentage points achieved by NCO's in the written examination which, when added to the percentage points achieved in the other criteria set forth in A.2 and A.3 of this Article, will determine the NCO or NCO's to be promoted.

3. All NCO's with two (2) years in rank as of the date of the announcement of the written examination shall be eligible to take the written examination for promotion and there will be no other eligibility requirement for taking the examination.

4. There shall be a thirty (30) day period between the date of the announcement of the examination and the date the examination is given and there shall be a makeup examination for those NCO's who miss the regular examination. The announcement of the examination shall contain the date, time and place of the examination and any other information pertinent thereto and in addition thereto shall contain the announcement of the make-up examination together with its time and place and other pertinent information relative to the make-up examination.

5. The scores of the written examinations will be posted within ninety (90) days of the original announcement of the written examination.

6. The scores of the written examination shall remain in effect and operation for one (1) year from the date of the posting of the examination scores or until the list of scores is exhausted by promotion of all of the examinees. If, at the end of the one (1) year period the list of scores is not exhausted, then the scores shall expire and have no further force and effect, and after such expiration, promotions shall only be made based upon the next examination scores together with the other criteria set forth in paragraphs A.2 and A.3 of this Article. (However, the scores of the initial examination given in October, 1975, will remain in effect until December 5, 1976.)

D. 1. When a vacancy or vacancies occur in the ranks of Sergeant, Sergeant First Class and/or Lieutenant, the Division of State Police shall announce the vacancy or vacancies by posting the said vacancy or vacancies and shall set forth in the announcement of vacancy or vacancies the weight (number of percentage points) to be assigned to each of the management criteria as set forth in A.3; i.e., how much each of management's criteria is worth in connection with the vacant position or positions announced. The said announcements of position vacancies shall be made by teletype through the Division teletype system and shall contain the aforesaid management criteria weight assignments. The said announcements shall be posted on bulletin boards throughout the Division and copies thereof shall be sent, at the time of posting, to the President of the State Troopers NCO Association of New Jersey, Inc.

There shall be no discrimination practiced against any NCO with respect to the requirements of this Article nor any inequitable or nonuniform application of any of the terms of this Article to any NCO.

#### ARTICLE IX

#### SALARY, MAINTENANCE AND FRINGE BENEFITS, JULY 1, 1976 to JUNE 30, 1978

A. 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. Subject to Legislative enactment providing full appropriation of funds for these specific purposes, the State agrees to provide the following benefits during fiscal years 1976-1977 and 1977-1978, effective at the time stated, and payable then within a reasonable time after enactment of the appropriation.

1. Effective in the first pay period of fiscal year 1976-77, there shall be a seven (7%) percent increase across the board for all members. 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 member shall receive the increase by remaining at the step in the range occupied prior to this adjustment.

2. During the period July 1, 1976 to June 30, 1977, normal merit increments shall be paid to all eligible members.

3. A range revision shall be implemented effective July 3, 1976, for all members from Range A-20 and A-23 to Range A-21 and A-24.

4. Effective in the first pay period of fiscal year 1977-78, there shall be a five percent (5%) increase across the board for all members. 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.

5. Effective on the dates set forth above, the salary schedule for members of the negotiating unit shall be as follows:

<u>Sergeant and DET Sergeant</u>	1st	2nd	3rd	4th	5th	6th	7th	Max.
Present (Prior to July 3, 1976)	11,152	11,710	12,268	12,826	13,384	13,942	14,500	15,058
July 3, 1976	12,530	13,157	13,784	14,411	15,038	15,665	16,292	16,919
July 1, 1977	13,156	13,814	14,473	15,131	15,789	16,448	17,106	17,764

<u>Sergeant First Class and Det. Sgt. First Class</u>	1st	2nd	3rd	4th	5th	6th	7th	Max
Present (Prior To July 3, 1976)	12,911	13,557	14,203	14,849	15,495	16,141	16,787	17,433
July 3, 1976	14,506	15,231	15,956	16,681	17,406	18,131	18,856	19,581
July 2, 1977	15,231	15,992	16,753	17,515	18,276	19,037	19,798	20,560

6. The annual maintenance allowance for all members will be \$3,000, effective July 3, 1976.

7. The State administered Prescription Drug Program shall be continued for the remainder of the Agreement and the State shall provide any necessary funds to maintain the program.

8. Upon the written request of the Association, negotiations for the across-the-board salary increase for fiscal year 1977-1978 will be reopened provided that:



The State has agreed to more than a five percent (5%) across-the-board salary schedule increase for another negotiating unit and further providing that such negotiating unit has an actual average annual base salary for the employees included therein equal to or greater than the actual average annual salary of the employees in the negotiating unit covered by this Agreement. Computation of actual average annual salary for employees in the negotiating unit covered by this Agreement shall include maintenance allowances. All computation of actual average annual salaries will be based upon the actual salaries being paid on the first payroll in January 1977, on an annualized basis.

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

10. All members not provided transportation shall be compensated at the rate of ten (10) cents per mile for travel in their vehicle to and from their place of assignment and permanent place of residence in excess of twenty-five (25) highway miles each way.

11. All members authorized to use a personal vehicle in the performance of his duties shall be compensated for said use at the rate of fourteen (14) cents per mile, portal to portal.

12. Clothing allowance shall be paid at an annual rate of \$160 to all members of the unit eligible for such allowance.

## ARTICLE X GRIEVANCE PROCEDURE

### A. Establishment

This Article establishes the policy and procedure for the submission and settlement of grievances of members 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 member 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 a member(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 member of this unit as grievants, shall be presented to the lowest ranking commissioned officer common to all members of the grievant-group.

4. The Association may present a grievance in its name on its own behalf or on behalf of all members of this unit as a body, and such grievance shall have the same force and effect as a grievance on behalf of an individual member 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.

5. 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 (b) of Section E. of this Article.

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

7. 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.

8. 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.

9. 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.

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

#### E. Mechanics

##### 1. Phase One

a. 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 his or their Troop Commander, Section Supervisor, or their designee, or to any Troop Commander or Section Supervisor, in the case of Association grievances. The Troop Commander, Section Supervisor, or their designee, 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. 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 upon the Director, Office of Employee Relations, with notice to the Superintendent of State Police.

(1) The parties have agreed to four (4) permanent arbitrators, Stanley Aiges, Maurice Benewitz, Benjamin Wolf and Milton Rubin, who shall serve during the term of this Agreement. The arbitrators shall rotate so that each arbitrator shall preside at every fourth 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 third arbitrator shall preside. If none of the four (4) 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.

b. 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.

c. 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.

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

### 4. 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 the hearing of arbitration. 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 a member 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.

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

## ARTICLE XI

### INTERNAL INVESTIGATION PROCEDURE

#### A. Establishment

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

#### B. Purpose

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

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

C. Before a member 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 a member 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 a member shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and when the member 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 member being questioned is assigned.

3. Before any questioning takes place, the member 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 member 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 member of the Division of State Police to answer pertinent questions regarding the matter which is the subject of investigation.

## ARTICLE XII

### NON-DISCRIMINATION

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

ARTICLE XIII  
ASSOCIATION BULLETIN BOARDS

The Division shall provide space on a bulletin board at each sub-station, Troop Headquarters and Division Headquarters for the use of the State Troopers 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. All notices shall be submitted by the Association to the Superintendent for approval in advance of posting. Such approval shall not be unreasonably withheld.

The reply will be mailed within five (5) working days of its receipt at Division Headquarters.

ARTICLE XIV  
INFORMATION

A. The Association agrees to furnish to the Division of State Police a complete list of all officers and representatives of the Association together with their titles, addresses and designation of responsibility and to keep such list current. The Association will also provide copies of its constitution and by-laws or other governing articles and shall keep them current.

B. The State agrees to provide to the Association on a quarterly basis, a mailing list of names and addresses of all 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 X of this Agreement. All of the materials supplied remains the property of the Division. The president shall sign a receipt for all information received.

E. Changes in the rules and regulations not affecting working conditions and changes in the evaluation system shall be made only after the Association has received fifteen (15) days' written notice of such changes and only after the Association through its representatives has an opportunity to discuss the proposed changes and to make written recommendations to the Superintendent relative to such proposed changes.

ARTICLE XV  
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 XVI  
OUTSIDE WORK CLAUSE

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

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.

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.

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 X. 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.4. of Article X.

ARTICLE XVII  
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 XVIII, B.

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

ARTICLE XVIII  
ASSOCIATION SECURITY

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



The State, Division of State Police and the Association agree not to discriminate against, interfere with, or coerce any member 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. Officers and or members of the Executive Board (or designee) of the Association shall be granted a total of thirty (30) days per year leave, not to be deducted from their duty leave or vacation, to pursue the affairs of the Association.

The allocation of such leave among the Officers and members of the Executive Board shall be determined solely by the Association. Such leave not used during any calendar year shall not be accumulated.

C. Application for the use of such leave on behalf of Officers or Executive Board members 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.

E. It is recognized that Executive Board members of the Association have a need for continuity in their assigned locations which exceeds that of other Non-Commissioned Officers. It is, therefore, agreed that Executive Board members will not be involuntarily transferred from the Troop to which they are assigned when named to that office for the term of office but not exceeding two (2) years, providing such retention may be interrupted if emergency conditions warrant.

F. All Officers of the New Jersey NCO Association shall be assigned to day jobs.

G. It is understood and agreed that if the New Jersey Legislature passes legislation authorizing the "Agency Shop" concept for public employees in this State, or if the Supreme Court determines the concept to be legal, the State, upon thirty (30) days notice by the Association, will meet with the Association and reopen this Agreement for the purpose of negotiating the subject of "Agency Shop".

#### ARTICLE XIX

##### SAVING CLAUSE

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

#### ARTICLE XX

##### MAINTENANCE OF STANDARDS

The State agrees that all beneficial conditions of employment relating to wages, hours of work and other general work conditions and all past practices shall be maintained at not less than the highest standard in effect since the time of the commencement of collective negotiations.

**ARTICLE XXI**  
**CONTRACT NEGOTIATIONS**

- A. This Agreement shall continue in full force and effect until June 30, 1978 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail on or before August 15, 1977 that it desires to amend the terms of this Agreement and either party may submit to the other a written list of changes desired in the successor Agreement.
- B. Collective negotiations for a successor Agreement shall commence no later than September 15, 1977 and meetings shall be held at times and places mutually convenient to the parties.
- C. The State agrees to grant the necessary duty time off to Association officers and representatives not to exceed four (4) in number, to attend scheduled negotiation meetings.
- D. The terms of this Agreement shall remain in force until the effective date of a successor agreement.

**ARTICLE XXII**  
**COMPLETE AGREEMENT**

- A. The State and Association acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all issues whether or not discussed. The parties hereby waive any right to further negotiations except as otherwise provided specifically herein or in memoranda of understanding as to reopening of this Agreement 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. 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.
- C. The Division of State Police will include a request for an annual medical examination for all members of this unit over the age of thirty (30) years in its fiscal year budget submission for each year covered by this Agreement.

**ARTICLE XXIII**  
**BEREAVEMENT LEAVE**

Each member 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, mothers, fathers, mothers-in-law, fathers-in-law, grandparents of member or spouse and grand-children or any other member of the member's household.

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.

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 member's duty day or duty days.

#### ARTICLE XXIV

##### 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.

#### ARTICLE XXV

##### LAYOFF AND RECALL

When it is necessary to lay off members 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.

##### MEMORANDUM OF UNDERSTANDING #1

In the event the Legislature fails to provide by legislation an appropriation of funds for the purpose of payment of agreed to benefits included in Article IX, the Association shall have the right to reopen this Agreement for the purposes of negotiating with respect to wages and other benefits for the Fiscal Year 1977-1978 upon the written request of the Association to the Director of the Office of Employee Relations.

##### MEMORANDUM OF UNDERSTANDING #2

The State agrees:

A. Four (4) Special Leave days shall be granted in the following manner and amount:

1. For the period from July 1, 1976 to June 30, 1977, all Non-Commissioned Officers (NCO's) shall receive two (2) Special Leave days.

2. For the period from July 1, 1977 to June 30, 1978, all Non-Commissioned Officers (NCO's) shall receive two (2) Special Leave days.

3. Non-Commissioned Officers (NCO's) may request such leave in the same manner as presently employed in selecting vacation.

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

FOR THE STATE:

/s/ Frank A. Mason

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

/s/ Weston D. Merritt

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

FOR THE STATE TROOPERS NCO  
ASSOCIATION:

/s/ Stephen Cermak

President

/s/ Allen C. Merken

/s/ John A. Caruso

/s/ Jerome J. LaPenna

Jerome J. LaPenna  
Attorney for Non-Commissioned  
Officers Association







