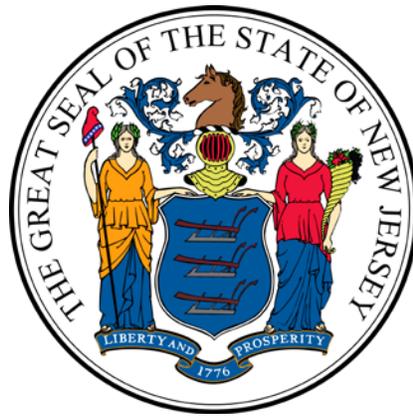


**COLLECTIVE BARGAINING  
AGREEMENT  
STATE OF NEW JERSEY**



**AND**

**NEW JERSEY  
DIVISION OF CRIMINAL JUSTICE  
NON-COMMISSIONED OFFICERS  
ASSOCIATION**

**JULY 1, 2014 - JUNE 30, 2019**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	1
<b>ARTICLE I</b> .....	1
<b>RECOGNITION</b> .....	1
<b>ARTICLE II</b> .....	1
<b>MANAGEMENT RIGHTS</b> .....	1
<b>ARTICLE III</b> .....	2
<b>CIVIL SERVICE REGULATIONS</b> .....	2
<b>ARTICLE IV</b> .....	2
<b>NON-DISCRIMINATION</b> .....	2
<b>ARTICLE V</b> .....	2
<b>AGREEMENTS</b> .....	2
<b>A. NO STRIKE/LOCKOUT</b> .....	2
<b>ARTICLE VI</b> .....	3
<b>DUES DEDUCTION</b> .....	3
<b>A. MEMBERSHIP DUES</b> .....	3
<b>B. INDEMNIFICATION</b> .....	3
<b>C. STATUTE</b> .....	3
<b>ARTICLE VII</b> .....	4
<b>ASSOCIATION RIGHTS</b> .....	4
<b>A. ACCESS TO PREMISES</b> .....	4
<b>B. INFORMATION AND SPECIAL PROVISIONS</b> .....	4
<b>C. BULLETIN BOARDS</b> .....	5
<b>D. UNION INTRANET PAGE</b> .....	5
<b>E. OFFICE SPACE</b> .....	6
<b>F. TELEPHONE</b> .....	6
<b>ARTICLE VIII</b> .....	6
<b>ACCESS TO PERSONNEL FILES</b> .....	6
<b>ARTICLE IX</b> .....	7
<b>PERSONNEL PRACTICES</b> .....	7
<b>A. AVAILABILITY OF AGREEMENT</b> .....	7
<b>B. HEALTH BENEFIT INFORMATION</b> .....	7
<b>C. RETIREMENT CREDENTIALS</b> .....	7
<b>D. EXCUSED ILLNESS DURING WORK TIME</b> .....	7
<b>E. LATENESS OR ABSENCE DUE TO WEATHER CONDITIONS</b> .....	8
<b>F. NOTICE OF SUSPENSION</b> .....	8
<b>ARTICLE X</b> .....	8
<b>GRIEVANCE PROCEDURE</b> .....	8
<b>A. GRIEVANCE DEFINITION</b> .....	8
<b>B. PURPOSE</b> .....	8
<b>C. SCOPE OF GRIEVANCE PROCEDURE</b> .....	9

D.	GENERAL RULES AND PROCEDURE.....	9
E.	GRIEVANCE TIME LIMITS AND MANAGEMENT RESPONSE ...	10
F.	GRIEVANCE STEPS AND PARTIES THEREIN.....	11
ARTICLE XI.....		13
DISCIPLINE.....		13
ARBITRATION.....		14
D.	GENERAL PROVISIONS .....	15
E.	NOTHING IN THIS ARTICLE SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS ANY EMPLOYEE MAY HAVE UNDER NEW JERSEY STATUTES OR ADMINISTRATIVE RULES AND REGULATIONS....	15
F.	DEPARTMENTAL HEARING.....	15
G.	INTERNAL INVESTIGATION PROCEDURE.....	16
ARTICLE XII.....		16
PROMOTIONS .....		16
ARTICLE XIII.....		17
SALARY COMPENSATION PLAN AND PROGRAM .....		17
A.	ADMINISTRATION.....	17
B.	SALARY INCREMENT.....	17
C.	DUTY OFFICER/UNIT PHONE MONITOR.....	19
ARTICLE XIV.....		19
A.	VACATION LEAVE .....	19
B.	VACATION PAY UPON RETIREMENT .....	19
ARTICLE XV.....		20
HOLIDAYS.....		20
ARTICLE XVI.....		21
LABOR MANAGEMENT COMMITTEE .....		21
ARTICLE XVII.....		21
ADMINISTRATIVE LEAVE.....		21
ARTICLE XVIII.....		22
COMPENSATORY TIME .....		22
ARTICLE XIX.....		22
SICK LEAVE.....		22
ARTICLE XX.....		22
SICK LEAVE PAYMENT UPON RETIREMENT .....		22
ARTICLE XXI.....		23
ILLNESS OR INJURY ON DUTY .....		23
ARTICLE XXII.....		23
LEAVE OF ABSENCE .....		23
ARTICLE XXIII.....		23
LEAVE FOR ASSOCIATION ACTIVITY .....		23
ARTICLE XXIV.....		24
HOURS OF WORK .....		24
ARTICLE XXV.....		25
CALL-IN TIME.....		25
ARTICLE XXVI.....		25
OVERTIME .....		25

ARTICLE XXVII .....	25
REASSIGNMENTS.....	25
ARTICLE XXVIII.....	25
OUT-OF-TITLE WORK .....	25
ARTICLE XXIX.....	26
LAYOFF AND RECALL.....	26
ARTICLE XXX .....	26
A.    STATE HEALTH BENEFITS PROGRAM.....	26
B.    CONTRIBUTIONS TOWARDS HEALTH AND PRESCRIPTION BENEFITS	
.....	26
C.    DENTAL CARE PROGRAM.....	27
D.    EYE CARE PROGRAM .....	28
F.    INSURANCE SAVINGS PROGRAM .....	28
G.    HEALTH INSURANCE FOR RETIREES .....	28
H.    TEMPORARY DISABILITY PLAN .....	28
I.    DEFERRED COMPENSATION PLAN .....	29
ARTICLE XXXI.....	29
UNIFORM/EQUIPMENT ALLOWANCE.....	29
ARTICLE XXXII .....	29
OUT OF STATE TRAVEL .....	29
ARTICLE XXXIII.....	29
TRAINING AND CONTINUING EDUCATION.....	29
ARTICLE XXXIV .....	30
EDUCATIONAL INCENTIVE.....	30
ARTICLE XXXV .....	31
TUITION REIMBURSEMENT.....	31
ARTICLE XXXVI.....	31
EFFECT OF LAW .....	31
A.    LEGISLATIVE ACTION .....	31
B.    SAVINGS.....	32
C.    PRESERVATION OF RIGHTS.....	32
D.    DUTY TO DEFEND AND INDEMNIFY .....	32
E.    OFF DUTY ACTION .....	32
ARTICLE XXXVII .....	32
OUTSIDE WORK .....	32
ARTICLE XXXVIII.....	33
CLAIMS ADJUSTMENT.....	33
ARTICLE XXXIX.....	33
SUCCESSOR NEGOTIATIONS .....	33
ARTICLE XXXXX.....	33
COMPLETE AGREEMENT .....	33
ARTICLE XXXXI.....	34
TERM OF AGREEMENT.....	34

## **PREAMBLE**

This Agreement entered into by the State of New Jersey, Office of Employee Relations in the Governor's Office and hereinafter referred to as the "State" and the New Jersey Division of Criminal Justice Non-Commissioned Officers Association ("Association"), hereinafter referred to as the "Association" has as its purpose the promotion of harmonious employee relations between the State and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

## **ARTICLE I**

### **Recognition**

The State recognizes the Association as the sole and exclusive representative of those employees in the negotiation unit described in Section A below, for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment.

- A. Included are all full-time permanent and provisional employees employed by the State of New Jersey in the New Jersey Department of Law and Public Safety, Division of Criminal Justice, listed in Appendix I.
- B. Excluded: all other State employees including, but not limited to:
  - 1. Managerial Executives
  - 2. Professional Employees
  - 3. Craft Employees
  - 4. Confidential Employees
  - 5. Non-Police Employees
  - 6. Supervisors as defined by N.J.S.A. 34: 13A – 1, et seq., as amended
  - 7. Civilian Employees
  - 8. Employees Assigned to the Internal Affairs Unit of the New Jersey Division of Criminal Justice
  - 9. Employees in the New Jersey Division of Gaming Enforcement
  - 10. Employees assigned to the New Jersey Office of Homeland Security, including those listed in Appendix I
  - 11. Lieutenant, State investigator and Investigators employed with the New Jersey Department of Law & Public Safety
  - 12. Employees contained in any other negotiation unit of the State of New Jersey

## **ARTICLE II**

### **Management Rights**

The State, its several departments and subordinate functions, 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.

To the extent they do not conflict with any specific provisions of this Agreement, the Division's and State Department of Law and Public Safety's Standing Operating Procedures, Operations Orders, Administrative Orders, and Personnel Orders shall apply to all employees in the negotiation unit.

### **ARTICLE III**

#### **Civil Service Regulations**

To the extent applicable to these unit employees, the administrative and procedural provisions and controls of the Civil Service law and Rules and Regulations promulgated hereunder are to be observed in the administration of this Agreement, where applicable.

### **ARTICLE IV**

#### **Non-Discrimination**

The State and the Association agree that the provisions of the Agreement shall apply equally to all non-commissioned officers and that there shall be no intimidation, interference, harassment, or discrimination because of race, creed, color, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status or political affiliation or negotiations unit activity which is permissible under law and which does not interfere with an employee's employment obligation.

### **ARTICLE V**

#### **Agreements**

##### **A. No Strike/Lockout**

During the term of this Agreement the parties hereto agree that the Union, its officers, agents, representatives, stewards, and members, and all negotiations unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike of any kind whatsoever, work stoppages, slow-downs, or job actions.

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

## ARTICLE VI

### Dues Deduction

#### A. Membership Dues

1. The State agrees to deduct from the salaries of Association members' biweekly dues for membership in the Negotiations Unit provided the member has signed and filed an appropriate written authorization as required by law with the designated payroll clerk. Any existing authorization for the payment of dues to an employee organization other than the employee's duly certified majority representative will be terminated.
2. The dues so deducted will be transmitted to the Association's Treasurer, together with a list of the employees included, by the fifteenth of the month following the month in which the deductions were made. The Treasurer of the Association shall certify to the State the amount of dues and shall notify the State of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.
3. The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. In order to withdraw from a dues authorization, an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the State within ten (10) days following each anniversary date of his/her employment. Once the State receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30<sup>th</sup> day after the anniversary date of his/her employment.
4. **Amount of Fee.** Prior to the beginning of each fiscal year, the Association will notify the State in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that Agreement year.

#### B. Indemnification

The Association hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit, which arises from deductions made by the State in accordance with this provision. The State shall not be liable to the Association for any retroactive or past due dues, fees or assessments for an employee who was identified by the State as excluded or confidential.

#### C. Statute

Provisions in this clause are further conditioned upon all other requirements set by statute.

## ARTICLE VII

### Association Rights

#### A. Access to Premises

1. Previously designated representatives of the Negotiations Unit, who are acknowledged by the State, shall be admitted to the premises of the State to conduct Association business.

Request for such visitation to the facility where the representative is not currently assigned shall be made in writing at least 72 hours in advance of said visit and shall be directed to designated State officials and include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

If access to the office space referenced in C below is required, a request shall be made and shall be granted as soon as practicable.

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

2. The rights of access provided in this section A shall not be granted to any other employee organization, or to any representative or employee of such organization for the purpose of communicating with employees in this unit.
3. Where a problem occurs, which is of such consequence as to suggest the need for a higher than institutional level Negotiations Unit representative, a request to permit the Negotiations Unit President or his designee access to the location of the problem may be directed in writing to the Office of Employee Relations for approval. A decision and any conditions imposed by the Office of Employee Relations shall be final. Approval of such requests shall not be unreasonably withheld.

#### B. Information and Special Provisions

1. The Association agrees to furnish to the Division of Criminal Justice 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 keep them current.
2. Upon request the State agrees to provide to the Association on a semi-annual basis, a list of names and addresses of all sergeant state investigators in the unit covered by this Agreement.

- (1) The Division agrees to give the Association an opportunity to meet with the

members of each Division of Criminal Justice recruit graduating class of the Academy, for one hour, during the last week prior to graduation, to explain and discuss the structure, purpose and function of the Association.

3. A copy of all Rules and Regulations, Standing Operating Procedures, Operations Orders, Administrative Orders and Personnel Orders will be made available on the Division's intranet. The information so supplied and documents pertaining to grievances may be shared with the Association's counsel for the proper functioning of the Negotiations unit in representing its members. The information shall be treated with the same confidentiality as Division policy requires. All of the materials supplied remain the property of the Division.

### **C. Bulletin Boards**

1. The State shall provide space for a lockable bulletin board at each field office, and at DCJ Headquarters for exclusive use of the Negotiations Unit. The space provided for such board shall not exceed three (3) feet by four (4) feet. The Negotiations Unit will provide the boards at their own cost. The State must approve each bulletin board before it can be mounted to the wall.
2. The Negotiations Unit shall limit its postings to notices, bulletins, reports and similar materials which shall not contain any profane or obscene matter or be defamatory of any individual or the State. The Negotiations Unit shall not post election campaign materials. Postings shall be signed by an authorized representative of the Negotiations Unit or the organizational origin shall be set forth.
3. The State will designate space in central locations and areas frequented by employees in the unit where Negotiations Unit newspapers, circulars and literature may be placed so that employees may pick up copies during non-work time provided that such material for distribution is consistent with 2 above of this provision. It is further agreed that the Bargaining Unit will assure that all undistributed literature is removed from the distribution points after a reasonable time.
4. Any material which an authorized representative of the Office of Employee Relations alleges to be in violation of this Agreement shall be promptly removed. The matter may then immediately be initiated as a Step Two grievance for resolution by the Negotiations Unit or submitted to the Office of Employee Relations.

### **D. Union Intranet Page**

Each department/agency of the State that employs members of the Negotiations Unit may, in its discretion, provide Negotiations Unit representatives with access to an intranet page that shall serve as an electronic bulletin board to be used exclusively by the Negotiations Unit. Use of this intranet page shall be subject to all restrictions and requirements under this section.

## **E. Office Space**

The Association may request use of available space for the storage of papers and files of the Union. The provision of such space shall not be unreasonably withheld, where available. However, the provision of such space shall not take priority over essential operational uses. The Division shall incur no liability for security or safety of the Union's materials or any loss or damage. If no file cabinets are available, the Union may furnish its own consistent with space available. Permission for the use of the space may be withdrawn at any time but will not be unreasonably withdrawn. The space shall be shared with other Law Enforcement bargaining units within the Division of Criminal Justice.

## **F. Telephone**

To the extent possible, the State will permit the Union to have a dedicated telephone line in the DCJ offices in Whippany, Hughes Justice Complex, and Cherry Hill. The Union will pay for the cost of line installation, the telephone instrument and any on-going charges to maintain the line.

# **ARTICLE VIII**

## **Access to Personnel Files**

- A.** The following is subject to preemption by the Attorney General's directives and guidelines with respect to personnel files.
- B.** Within three (3) working days (exclusive of weekends and holidays) of a written request, an employee shall on an annual basis be granted a specific date upon which to review his/her personnel file. 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. To the extent such documents exist, the personnel file subject to examination shall include the employee's employment application, performance appraisal forms, letters of commendation, record of promotions, special training and notices of final disciplinary actions, including written reprimands, suspensions, fines, demotions and other discipline. Nothing in this Article shall be construed as granting an employee access to confidential documents or to pre-employment investigation reports, or other information received from sources under an understanding of confidentiality, regardless of whether or not these materials are normally maintained in the same file or folder with other personnel records.
- C.** 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.
- D.** An employee may request the correction or expungement of information in the file where there are pertinent and substantive inaccuracies. Such request will be evaluated in

relation to the State's need for comprehensive and complete records but shall not be unreasonably denied when the inaccuracies can be satisfactorily documented by the employee. The final decision shall rest with the employer.

- E. No document of anonymous origin shall be maintained in an employee's personnel file. No unsubstantiated complaints shall be placed in an employee's personnel file.

## **ARTICLE IX**

### **Personnel Practices**

#### **A. Availability of Agreement**

The State shall make the collective negotiations agreement available to the Union in downloadable format.

#### **B. Health Benefit Information**

The State agrees to make information concerning employee health benefits accessible to all employees in electronic format.

#### **C. Retirement Credentials**

The Division of Criminal Justice shall provide identification cards for retired sergeant state investigators, in compliance with Federal Public Law 108-277, the "Law Enforcement Officers' Safety Act."

#### **D. Excused Illness during Work Time**

An employee may apply for use of sick leave for periods of less than his/her full work day for any appropriate and approved reason such as becoming ill while working during the assigned shift or in order to keep a medical appointment which could not be arranged during non-work time. The employee must charge such sick leave against his/her accumulated sick leave balance, or, if such employee has no sick leave balance, he/she may charge such time against other accrued paid leave time if available, or, alternatively, leave without pay. Utilization of any sick leave for less than a full work day shall be on an hourly basis: one hour of sick leave charged for each hour, or portion thereof, excused from the work shift. For purposes of this clause only, eight (8) hours is equal to one (1) day of sick leave for those employees that are members of this Bargaining Unit. Where an employee utilizes sick leave for a period of less than his/her established work schedule for the day, such employee shall be charged sick leave on a pro-rata basis in accordance with the work schedule established on the day of utilization.

## **E. Lateness or Absence Due to Weather Conditions**

Cases of inclement weather shall be handled in accordance with the State's inclement weather policy as issued by the Governor's Office of Employee Relations.

## **F. Notice of Suspension**

1. When an employee is suspended from duty the notice of such suspension shall be given to the employee immediately. Where such notice has not been given and the employee reports for work and is willing and able to perform his/her normal duties he/she shall be paid for a minimum of one half (1/2) day or for a full day if he/she works more than four (4) hours.

Notice required above may be by written message, verbal or telephonic means confirmed by written notice.

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

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

## **ARTICLE X**

### **Grievance Procedure**

#### **A. Grievance Definition**

1. A "Contractual Grievance" is a claimed breach, misinterpretation or improper application of the express terms of this Agreement.
2. "Non-Contractual Grievance" is a claimed violation, misinterpretation or misapplication of standard operating procedures rules or regulations, or existing policies, administrative decisions, letters or memoranda of agreement, or laws applicable to the agency or department which employs the grievant affecting the terms and conditions of employment and which are not included in A.1 above.

#### **B. Purpose**

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement, or other conditions of employment by providing the exclusive vehicle for the settlement of employee grievances.

Nothing in this Agreement shall be construed as compelling the submission of a grievance to arbitration. The Association's decision to request the movement of any

grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Association.

2. Where individual grievant initiates a Grievance, such Grievances shall only be filed by and processed through the Association representation, unless the Negotiations Unit provides specific permission to the contrary.

### **C. Scope of Grievance Procedure**

1. It is understood by the parties that this grievance procedure represents the exclusive process for the resolution of disputed matters arising out of the grievances as defined above, except for those specific matters listed below:
  - (a) Appeals of matters in dispute within the jurisdiction of the Civil Service Commission shall be made directly to the Civil Service Commission subsequent to proper notification to the responsible local management officials. Such matters include, but may not be limited to, the following subjects:
    - i. Out-of-title work
    - ii. Position classification and re-evaluation
  - (b) A claim of improper and unjust discipline against an employee shall be processed in accordance with the Discipline provisions of the contract.
  - (c) Reference by name or title or otherwise in this Agreement to laws, rules, regulations, formal policies or orders of the State, shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement.

### **D. General Rules and Procedure**

1. Where the subject of a grievance, or its emergent nature, suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure without hearing at a lower step.

Where the Association requests a grievance be initiated at Step Two or beyond based on a claim of emergency wherein the normal processing of the grievance would prejudice the effective relief sought or the substantive rights of the grievant and, if such request is denied by the agency of the State involved, the Association may seek an expedited determination by the Office of Employee Relations of the appropriate step to initiate such grievance.

2. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants, with the mutual consent of the parties as to the

appropriate step. The presentation of such group grievance will be by the appropriate Negotiations Unit representative(s) and one of the affected grievants designated by the Association. A group grievance may be initiated only by the Association.

3. Any member of the collective negotiation unit may orally present and discuss a complaint with his/her immediate supervisor on an informal basis but shall not expand the time limits for filing a formal grievance unless mutually agreed in writing.
4. In the event that the grievance has not been satisfactorily resolved on an informal basis, then an appeal may be made on the grievance form specified below.
5. All formal grievances shall be presented in writing to the designated representative of the party against whom it is made on "Grievance Forms" to be provided by the State. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken in handling and disposing of the grievance at each step of the Grievance Procedure. The form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Agreement, which the grievant claims to have been violated. The grievance form must be completed in its entirety. A group grievance initiated by the Association may be presented on the above form, or where appropriate, in another format provided that the grievance is fully set forth in writing and contains all the information required on the official Grievance Form.
6. When a grievance is initiated, the original Grievance Forms shall be forwarded to the Personnel Officer of the appropriate operating agency. After the grievance is resolved copies shall be distributed as designated on the Grievance Form. A copy of the decision of the State at each step shall be provided to the Association representative involved.

#### **E. Grievance Time Limits and Management Response**

1. A grievance must be filed initially within fifteen (15) calendar days from the date on which the act which is the subject of the grievance occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence.
2. Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within ninety (90) calendar days of the time the individual should reasonably have known of its occurrence.
3. Step One hearings shall be scheduled within ten (10) calendar days of the initial receipt of the grievance. The State's decision shall be issued in writing to the grievant and to the Association representative within ten (10) days following conclusion of the Step One hearing.

4. The Association shall have ten (10) calendar days from the date the Step One Decision is issued to appeal the grievance to Step Two. A Step Two hearing shall be scheduled within fifteen (15) calendar days from the date of the appeal of the Step One decision. The State's decision shall be issued in writing to the grievant and to the Association representative within fourteen (14) calendar days following conclusion of the Step Two hearing.
5. Should a grievance not be satisfactorily resolved, or should the State not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within ten (10) calendar days to the next step. The lack of response by the State within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.
6. When a grievance decision is rendered, the decision shall contain a notice informing the Association of the name and position of the next higher level of management to whom the appeal should be presented.
7. Time limits under this Article may be extended in writing by mutual agreement and requests for extensions of time limits will not be unreasonably denied.
8. If, at any step in the grievance procedure, the State's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.
9. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the fifteen (15) day period provided in E.I. above except that payroll errors and related matters shall be corrected to date of error within any applicable statute of limitations.

#### **F. Grievance Steps and Parties Therein**

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

##### **Step One**

If the grievance is not satisfactorily disposed of informally, it may be filed with the Chief of Staff of the Division of Criminal Justice or designee. The State representative or his/her designee shall hear the grievance, witnesses may be heard and pertinent records received. The grievant may be represented by an Association officer or fellow Negotiations Unit employee at the institution or office involved. The circumstances surrounding a grievance may suggest that the Association President or a member of the Association's Executive Board has a particular need to assist in the presentation of the grievance at Step One. The employee may make a request to do so to the Office of Employee Relations. Such request shall not be unreasonably denied.

## **Step Two**

If the grievance is not satisfactorily disposed of at Step One, it may be appealed to the Office of the Attorney General which shall appoint a person to hear the appeal who shall not be a person who was directly involved in the grievance. The appeal shall be accompanied by the decisions at the preceding level and any written record that has not been made part of the preceding hearings.

The grievant must be represented by the Negotiations Unit President or his/her designee. The Association may designate an alternate non-employee representative.

If the decision involves a "Non-contractual Grievance", the decision of the Office of the Attorney General's designee shall be final and a copy of such decision shall be sent to the Association.

## **Step Three Arbitration**

1. In the event that a "Contractual Grievance" as defined in A.1 has not been satisfactorily resolved at Step Two, then a request for arbitration may be brought by the Association or Association designee only within fifteen (15) calendar days from the day the Association received the Step Two decision. The written request must be mailed to the Director of the Office of Employee Relations. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. A request for arbitration shall contain the names of the department or agency and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure.
2. Within sixty (60) days of the execution of this Agreement, the parties shall mutually agree upon a panel of three (3) Arbitrators. Panel Arbitrators will be paid their normal daily rates. Each member of the panel shall serve in turn. If a member of the panel is unable to serve the next member in sequence shall then serve.
3. The arbitrator shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, nor shall he/she submit observations or declaration of opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost. Any party ordering a transcript shall bear the cost of the transcript; however, if both parties want a copy of the transcript, the cost of the transcript; however, if both parties want a copy of the transcript, the cost of the transcript, including any attendance fee, shall be shared equally between the parties. Further, the cost of any transcript, including any attendance fee (or copy of any transcript), requested by the Arbitrator, shall be shared equally between the parties.

4. The arbitrator shall hold the hearing at a time and place convenient to the parties as soon as practical after his/her appointment to act as arbitrator, and shall issue his/her decision within thirty (30) days after the close of the hearing.
5. Whenever a grievance which is to be resolved at Step Three, Arbitration, is based on a provision of this Agreement in which the power or authority of the arbitrator is specifically limited, those limits shall be observed and the provisions of paragraph three (3) above shall be operable.

## **ARTICLE XI**

### **Discipline**

- A. Discipline under this Article means official written reprimand, fine, suspension without pay, based upon the personal conduct or performance of the involved employee. As they are major discipline, dismissals from service, suspensions exceeding five (5) days, and reductions in grade (demotions) either for discipline, layoff or for operational changes shall not be grievable or arbitrable.
- B. Just cause for minor discipline up to five (5) days suspension shall include those causes set forth in N.J.A.C. 4A:2-2.3. The list of causes set forth in N.J.A.C. 4A:2-2.3 is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.
- C. Where the Division imposes discipline pursuant to paragraph B, written notice - "Preliminary Notice of Discipline" - of such discipline shall be given to the employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.
- D. The name of any employee who is notified of suspension or dismissal pursuant to paragraph C shall be transmitted to the Negotiations Unit as soon as feasible but not to exceed seventy- two (72) hours after such notice.
- E. Any appeal, except for departmental hearings (see below), relating to the involved disciplinary matter must be filed by the employee within fifteen (15) calendar days of the notice of discipline to the employee, and the employee must indicate within the notice of appeal if he/she will exercise his/her right to a Departmental Disciplinary Hearing.

- F.** 1. The employee may be represented at such hearing by a Negotiations Unit representative in the same work unit and/or legal counsel. The employee shall have the right to present evidence and witnesses at such hearing as well as cross-examine any witnesses or evidence presented by the State.
2. The circumstances surrounding a discipline case may suggest that the Negotiations Unit President or a member of the Unit's Executive Board has a particular need to assist in the presentation at the hearing. He/she may make a request to do so to the Office of Employee Relations. Such request shall not be unreasonably denied.

### **Arbitration**

- A.** An appeal to disciplinary arbitration may be brought only by the Negotiations Unit through its President or designee or attorney.
- B.** 1. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than three (3) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission, until such time as the parties agree upon a panel.
2. The disciplinary arbitrator shall hold a hearing at a time and place mutually convenient to the parties as soon as possible after the request for arbitration. The arbitrator shall issue a decision as soon as possible, preferably within thirty (30) days after the hearing is closed.
- C.** Arbitrators in disciplinary matters shall confine themselves to determination of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any decision. In the event the Arbitrator's decision finds the employee innocent or modifies a penalty, he/she may reinstate the employee with back pay for all or part of a period of suspension. The arbitrator may consider any period of suspension served in suggesting the penalty to be imposed.

Should the arbitrator's recommendation suggest reduction of the suspension with back pay for all or part of a period of suspension, the employee may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income, for the back-pay period suggested by the arbitrator.

The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts.

In addition, the arbitrator's recommendation shall discuss the testimony, evidence or positions of the parties which merits special analysis.

**D. General Provisions**

1. All disciplinary charges shall be brought within forty-five (45) days of the Division becoming aware or when the Division should have reasonably been aware of the offense. In the absence of the institution of the charge within the forty-five (45) day time period, the charge shall be dismissed with prejudice.
2. In the event a disciplinary action is initiated, the employee or his/her representative shall be provided with copies of all written documents, reports, or statements which will be used against him/her and a list of all known witnesses who may testify against him/her, which, will be provided not less than ten (10) days, exclusive of weekends, prior to any departmental hearing date.
3. (a) Nothing in this Article of Agreement shall be construed to limit the right of the State to implement any disciplinary charges notwithstanding the pendency of any appeal proceeding.  
  
(b) Where a fine is imposed as a disciplinary measure and the matter is appealed within the disciplinary procedure provided in this Agreement and where the fine is one hundred dollars (\$100.00) or more, the enforcement of the fine will be withheld upon request of the employee being fined pending hearings and final disposition of the appeal as provided herein, provided the employee continues in his/her employment with the State.

**E.** Nothing in this Article shall be construed as a waiver of any rights any employee may have under New Jersey Statutes or Administrative Rules and Regulations.

**F. Departmental Hearing**

1. If an employee chooses a departmental hearing, he/she must request a Hearing within five (5) days of receipt of the "Preliminary Notice of Discipline." The request must be in writing to the issuing Division in the Department with a copy to the appropriate Association representative.
2. Within thirty (30) days of the hearing request, (or such other time as the parties agree), a hearing will be conducted.
3. The Office of the Attorney General will assign a Hearing Officer who will hear the evidence and issue a report. The burden of proof to establish cause for discipline shall rest with the Department. Employees shall be entitled to Association representation which may be an Association official, attorney or consultant, in the Association's discretion.
4. Within ten (10) calendar days the Hearing Officer shall issue a report that will:
  - a. Identify the date of and participants in the hearing;
  - b. Specify the charges;
  - c. Summarize the documentary evidence presented;

- d. Summarize the testimony presented;
  - e. State the hearing officer's finding of facts and conclusions, including any decisions concerning the credibility of witnesses; and
  - f. Make recommended findings as to whether the charges have been sustained and recommendations as to penalty.
5. Where the legal issues presented are significant, the Hearing Officer may recommend that the Attorney General review the report and render the decision.
  6. The Hearing Officer will submit the report to the Attorney General, the Division Director or designee, the employee involved and the Association.
  7. The Attorney General or designee will review the Hearing Officer's Report and within twenty (20) calendar days of the hearing will issue a "Final Departmental Decision". The time frame may be expanded with the express written consent of the Association.
  8. The Final Departmental Decision may adopt, reject, or modify the Hearing Officer's recommended factual findings and recommendations as to penalty.
  9. The Attorney General or designee will execute a Final Notice of Disciplinary Action. The Final Notice of Discipline will specify the charge, the penalty, and the date of discipline.

#### **G. Internal Investigation Procedure**

The procedures for conducting internal investigations of Negotiations Unit employees shall be consistent with N.J.S.A. 40A: 14 - 181. The State shall fully comply with the guidelines relating to internal affairs investigations as promulgated by the New Jersey Attorney General and as may from time to time be modified.

### **ARTICLE XII**

#### **Promotions**

- A. When promotional vacancies occur, the Division shall announce said vacancies by email message to each employee in the Division and by email message to the Association president.
- B. The announcement of the vacancy shall be made at least two (2) weeks prior to the actual promotion.
- C. The Announcement shall contain a description of the specific vacant position, the position's title and rank, the location of the vacancy by bureau and field office, where known; and the criteria to be met by the candidates.
- D. A promoted candidate and the Association shall receive a written notification of the

promotion which will include the new rank, rate of pay, effective date, and start date. Within ten (10) days of the effective date, the employee shall assume the vacant position for which the promotion was announced, subject to overriding operational requirements.

- E. The promotional procedures set forth in this article shall be uniformly applied to all promotions unless agreed upon by both parties. Arbitration disputes arising under this article shall be limited to consideration of the procedural requirements set forth herein. In no case shall the arbitrator consider the propriety of the application of promotional criteria or the selection of the most qualified candidate(s).
- F. Promotional decisions are not subject to the grievance and arbitration provisions of this Agreement.

### **ARTICLE XIII**

#### **Salary Compensation Plan and Program**

##### **A. Administration**

1. The parties acknowledge the existence and continuation during the term of this Agreement of the State Compensation Plan which incorporates in particular, but without specific limit, the following basic concepts:
  - a. A system of position classification with appropriate position descriptions.
  - b. A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.
  - c. The authority, method and procedures to effect modifications as such are required. However, within any classification the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.
2. The State agrees that all regular bi-weekly pay checks be accompanied by a current statement of earnings and deductions and cumulative year-to-date earnings and tax withholdings.
3. Overtime earnings shall be paid on the regular bi-weekly payroll.

##### **B. Salary Increment**

It is agreed that during the term of this Agreement for the period July 1, 2014 - June 30, 2019, the following salary improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

1. Wage Increases: Subject to the State Legislature enacting appropriations of funds for

these specific purposes, the State agrees to provide the following benefits effective at the time stated herein or, if later, within a reasonable time after the enactment of the appropriation as follows:

- a. Effective the first full pay period of July 1, 2014, there shall be a two percent (2.0%) increase applied to the base salary in effect on June 30, 2014, for Negotiations Unit members.
- b. Effective the first full pay period of July 1, 2015, there shall be a two percent (2.0%) increase applied to the base salary in effect on June 30, 2015, for Negotiations Unit members.
- c. Effective the first full pay period of July 1, 2016, there shall be a two percent (2.0%) increase applied to the base salary in effect on June 30, 2016, for Negotiations Unit members.
- d. Effective the first full pay period of July 1, 2017, there shall be a one percent (1.0%) increase applied to the base salary in effect on June 30, 2017, for Negotiations Unit members.
- e. Effective the first full pay period of July 1, 2018, there shall be a forty-three hundredths percent (.43%) increase applied to the base salary in effect on June 30, 2018, for Negotiations Unit members.

## 2. Salary Increments:

- a. Where the normal increment has been denied due to an unsatisfactory performance rating, and if subsequent performance of the employee is determined by the supervisor to have improved to the point which then warrants granting a merit increment, such increment may be granted effective on any of the three (3) quarterly action dates which follow the anniversary date of the employee, and subsequent to the improved performance and rating which justifies such action. The normal anniversary date of such employee shall not be affected by this action. The determination by a supervisor to recommend the reinstatement of a merit increment as provided herein shall not be grievable unless there is an unfair abuse of discretion by the supervisor.
- b. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment. Employees who have been at the ninth step of the same range for 24 months or longer shall be eligible for movement to the tenth step providing their performance warrants this salary adjustment.
- c. Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Agreement.

### **C. Duty Officer/Unit Phone Monitor**

An investigator who is assigned to be a duty officer shall be paid \$35 per day for such assignment. Payment will be made within thirty (30) days of completion of the period of continuous assignment.

## **ARTICLE XIV**

### **A. Vacation Leave**

1. Employees are entitled to vacation leave in accordance with the following formula:
  - a. Twenty (20) days of vacation during the first calendar year of employment, prorated and earned on a monthly basis beginning on the date of appointment.
  - b. Twenty (20) days of vacation beginning the second calendar year of employment.
  - c. Twenty-five (25) days of vacation beginning the twenty-first (21) calendar year of employment and in each year thereafter.
2. Vacation leave should be taken during the calendar year in which it is earned. An investigator may request, in written memorandum form, that he/she be granted vacation carryover into the next year in cases where his/her workload would not permit a normal vacation schedule. This request shall be forwarded through, and approved by, the appropriate Chain of Command to the Chief of Investigators. At the direction of, and with the written authorization of the Attorney General, the director, Division of Criminal Justice, or designee, vacation carryover into the next calendar year may be authorized up to the total number of unused vacation days earned in the previous year. However, every attempt should be made to reduce carryover to no more than five (5) days unless the State detective's investigative workload dictates otherwise.

### **B. Vacation Pay upon Retirement**

1. 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.
2. If a permanent employee dies, having earned vacation credits, a sum of money equal to the compensation figured on his/her salary rate, at the time of death, shall be calculated and paid to his/her estate.

## **ARTICLE XV**

### **Holidays**

**A.** The statutorily prescribed holidays, including any subsequent amendments thereto, shall be the holidays recognized for purposes of this Agreement.

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

New Year's Day

Martin Luther King's birthday (3rd Monday in January)

President's Day (3rd Monday in February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day

Veteran's Day (November 11)

Thanksgiving Day

Christmas Day

**B.** In the event any of the above statutory holidays falls on a Sunday, they shall be celebrated on the following Monday. In the event any of the above statutory holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

**C.** In addition to the aforementioned holidays, the State will grant a paid day off when the Governor, in his/her role as Chief Executive of the State of New Jersey, declares a paid day off by executive order.

**D.** If an employee is required to work on one of the aforementioned holidays, the employee shall be compensated at the rate of one and a half times the normal rate of pay.

## **ARTICLE XVI**

### **Labor Management Committee**

- A. A committee consisting of the employer's representatives and Association's representatives shall be established for the purpose of reviewing the administration of this Agreement and discussing problems which may arise.
- B. Said committee may meet quarterly 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 three (3) members of the Association may attend such meetings and, if on duty, shall be granted time off to attend not to be deducted from the Union Leave time provided in Article XXIII.

## **ARTICLE XVII**

### **Administrative Leave**

- A. There shall be three (3) administrative leave days with pay granted to employees as of the first day of each calendar year. Such leave shall not be cumulative.
- B. Sergeant State Investigators will be permitted to take annual leave in each calendar year for personal business, including emergencies and religious observances. The sergeant state investigators request for the use of administrative leave time shall indicate whether the basis of the request is due to an emergency, the observance of a religious holiday, or to attend to personal matters. The request must be approved by the DCJ Chief of Staff or his/her designee and shall not be unreasonably denied.
- C. Newly hired employees shall be credited with one-half (1/2) day of administrative leave after each full calendar month of employment to the maximum of three (3) days.
- D. Consistent with N.J.A.C. 4A:6-1.9, priority in granting such requests shall be (1) emergencies, (2) religious holidays (3) personal matters, and as same may be amended by law.
- E. There is no accumulation, carry forward, or lump sum reimbursement for unused administrative leave.

## ARTICLE XVIII

### Compensatory Time

There shall be one bank of compensatory time off ("CTO"). Pursuant to the overtime article, employees who work more than 160 hours and up to and including 171 hours in a 28-day cycle, will be credited with compensatory time on an hour-for-hour basis. Employees may use time accrued in the CTO bank at their discretion, subject to prior employer approval based on operational needs.

## ARTICLE XIX

### Sick Leave

Pursuant to N.J.S.A. 11A:6-16 and N.J.A.C. 4A:6-1.3, et seq., and as may be amended by law:

- A. Employees will earn sick leave at the rate of one (1) day per month for the first calendar year and will be credited with fifteen (15) days of sick leave each year thereafter.
- B. Unused sick leave may be carried over to the next calendar year with no restrictions.
- C. Sick leave may be used for:
  - 1. Illness;
  - 2. Death of an immediate family member;
  - 3. Care of a seriously ill member of the employee's immediate family.
- D. Proof of illness or injury may be required if there is reason to believe that the employee is abusing sick leave, or has been absent on sick leave for five (5) or more consecutive work days, or has been absent on sick leave for an aggregate of more than fifteen (15) days in a 12-month period.

## ARTICLE XX

### Sick Leave Payment upon Retirement

- A. Eligibility for supplemental compensation on retirement is set forth in N.J.S.A. 11A:6-16 and N.J.A.C. 4A:6-3.1, et seq.
- B. Upon retirement, an employee shall be entitled to the cash payment calculated at the rate of one (1) day's pay for each two (2) days of unused accumulated sick leave, not to exceed fifteen thousand (\$15,000) dollars. The rate of payment shall be calculated based upon the average annual compensation received during the last year of his/her retirement. The payment shall be made in a lump sum within ninety (90) days of retirement.

- C. To the extent legislation is passed during the term of this agreement which mandates an immediate amendment to the supplemental compensation provisions herein, members of the unit shall be subject to those legislative changes in accordance with that legislation.

## **ARTICLE XXI**

### **Illness or Injury on Duty**

- A. Injury or illness incurred while the detective is acting in any law enforcement activity in the line of duty shall be covered by the State's Workmen's Compensation Plan.
- B. In the event a dispute arises as to whether an absence shall be designated as an injury on duty (as outlined in Section A), the parties agree to be bound by the decision of an appropriate Workmen's Compensation Judgment or, if there is an appeal therefrom, the final decision of the last reviewing court.

## **ARTICLE XXII**

### **Leave of Absence**

- A. Consistent with N.J.A.C. 4A:6-1.10, sergeant state investigators may apply for an unpaid leave of absence by submitting a request through the chain of command to the Chief of Investigators. The application shall include the reason for the proposed leave and the proposed duration.
- B. The decision with regard to the granting or denial of requests for leave of absence under this Article shall lay exclusively with the Attorney General or his/her designee. Absent exceptional circumstances, such leaves of absence shall not extend beyond one (1) year.

## **ARTICLE XXIII**

### **Leave for Association Activity**

- A. The State and Division of Criminal Justice 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 Criminal Justice and the Association agree not to discriminate against, interfere with, or coerce any employee in the exercise of his/her right to form, join and assist the Association or to refrain from any such activity. The Negotiations Unit employees shall have the right to exercise its lawful and constitutional prerogatives except as specifically restricted by the Agreement.
- B. Members of the Executive Board, or designees of the Association, shall be granted a total of five (5) days per year paid leave effective July 1, 2014, not to be deducted from their contractual leave time, to pursue the affairs of the Association. In addition, five (5) days per year leave without pay shall be granted.

1. The allocation of such leave among the members of the Executive Board or their designees shall be determined solely by the Association.
  2. Union leave days which are not utilized in one (1) contract year may not be carried forward for use in the next contract year.
  3. Application for the use of such leave on behalf of members of the Executive Board or their designee shall be made in writing ten (10) calendar days in advance by the Association President to the Office of Employee Relations.
  4. Timely requests for such leave will be approved based upon the condition that the employee's absence will not cause undue hardship or the inability of the work unit to function effectively.
- C. Duly authorized Association delegates will be provided convention leave consistent with N.J.A.C. 4A: 6- 1.13. The Association President shall submit a list of its duly authorized convention delegates to the Division at least fourteen (14) days prior to the convention.

## **ARTICLE XXIV**

### **Hours of Work**

- A. Sergeant State Investigators shall be assigned a shift of regular hours which shall be 8 consecutive work hours, 5 days per week. Unless the nature of a duty assignment dictates otherwise, a sergeant state investigator shall take one thirty-minute unpaid meal period during his/her 8-hour shift.
- B. An investigator may be scheduled to work at times outside of his/her regular hours or in addition to his/her regular hours. Employees will be given as much advance notice as practicable of changes in their scheduled hours of work.
- C. **Schedule Changes**  
An investigator's scheduled hours of work are subject to change to meet operational needs. Employees shall be given as much advance notice as practicable of changes in their scheduled hours of work.
- D. **Twenty-Four (24) Consecutive Hours of Work**  
There may be occasions when an investigator is required to work more than twenty-four (24) consecutive hours. In accordance with "Maggie's Law," N.J.S.A. 2C:11-5, sergeant state investigators who are assigned to work such a shift shall be afforded a hotel/motel room without cost to the employee or driven home at the end of their shift, at the discretion of the supervisor. However, at the conclusion of an eight-hour rest period, the investigator will be permitted to return to duty.

## **ARTICLE XXV**

### **Call-In Time**

When an employee is called in to physically report to a specific location for duty outside of his/her scheduled work time, or on a day when he/she is not scheduled for duty, the employee shall be guaranteed a minimum of two (2) hours compensation, regardless of the amount of time worked. The guarantee shall not apply when the call-in period is contiguous with the employee's scheduled work time.

## **ARTICLE XXVI**

### **Overtime**

Employees are compensated pursuant to a 28-day cycle in accordance with N.J.A.C. 4A:6- 2.2A (b). Hours worked up to and including 160 hours in a 28-day cycle are paid at straight time. Hours worked between 160 hours and 171 hours in a 28-day cycle shall be compensated with compensatory time off (CTO) at the rate of one (1) CTO hour for every one (1) hour worked. Hours worked over 171 hours in a 28-day cycle shall be compensated at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate.

## **ARTICLE XXVII**

### **Reassignments**

- A.** No employee shall be reassigned on less than ten (10) days' notice to the employee of the proposed reassignment, but this specific requirement does not apply to emergency assignments.
- B.** Arbitration of the provisions of this clause is limited to the procedural aspects only.
- C.** Employees shall be permitted to request a reassignment by submitting a request to the Chief of Staff or his designee stating the reasons for the transfer request.

## **ARTICLE XXVIII**

### **Out-of-Title Work**

- A.** An employee who has been designated by the employer to serve in an acting capacity as a superior officer shall, upon the end of the 8<sup>th</sup> bi-weekly pay cycle, be paid at the salary of the title he/she is working. The salary shall be the rate of pay equivalent to a minimum of one (1) step up within the acting title from the employee's current rate. The rate of pay of the higher rank will be effective and payable to the member for service in the higher rank subsequent to the completion of the eight (8) bi-weekly pay periods. Following completion of the eight (8) bi-weekly pay periods, the member shall receive the rate of pay of the higher rank until either promoted or the acting assignment is terminated.

- B. Any decision to initiate or terminate any acting assignment shall be within the sole discretion of the employer and shall not be subject to the grievance procedure.

## **ARTICLE XXIX**

### **Layoff and Recall**

1. When it is necessary to lay off employees, the State will notify the Association as soon as practicable.
2. The State shall provide affected employees with a generalized notice of layoff, if possible, at least forty-five (45) calendar days prior to the layoff.
3. Should the State, in its discretion, determine to recall employees, it will notify the Association and the employees selected for recall in writing via both certified and regular mail. Employees must return to work on the date specified in the notice, which will be no sooner than two (2) weeks from the date of the notice. Employees will be expected to notify the State as soon as practicable whether they are willing to accept reemployment.
4. An employee failing to return within the time period specified above will be considered as declining the offer to return to work.

## **ARTICLE XXX**

### **A. State Health Benefits Program**

As with any provisions of this Agreement that reflect statutory or regulatory mandates, the provisions of this Article, and those other Articles herein, are for informational purposes only and provide an explanation which is subject to change due to legislative action.

1. In accordance with section 39 of P.L. 2011, c. 78, employees shall contribute, through the withholding from salary or other compensation, toward the cost of health care benefits coverage for the employee and any dependents provided under the State Health Benefits Program. Effective July 1, 2014, employees shall contribute the full amount of contribution as calculated in accordance with section 39 of P.L. 2011, c. 78.

### **B. Contributions towards Health and Prescription Benefits**

1. If section 39 of P.L. 2011, chapter 78 should expire during the term of this collective negotiations agreement, the contributions required pursuant to Section 39 and this collective negotiation agreement shall continue for the duration of this agreement unless the Legislature specifically enacts different employee contribution levels for the State Health Benefits Program, which shall then govern.
2. The amount payable by any employee, pursuant to section 39 of P. L. 2011 c. 78 under

this subsection shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P. L. 1996, c.8 (C52: 14- 17.28b).

3. An employee who pays the contribution required under section 40 of P.L. 2011 c. 78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L. 1996, c.8 (C.52:14-17.28b).
4. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage.
5. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the State that he/she has other health insurance coverage; the State will waive the contribution for that employee.
6. An employee on leave without pay who receives health and prescription drug benefits provided by the State Health Benefits Program shall be required to pay the above outlined contributions, and shall be billed by the State for these contributions. Health and prescription benefits coverage will cease if the employee fails to make timely payment of these contributions.
7. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

### **C. Dental Care Program**

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c.78. Pursuant to P.L. 2011, c.78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorizes a biweekly salary deduction as set by the State Health Benefits Plan Design Committee.
3. Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

#### **D. Eye Care Program**

1. This Eye Care Program ends on June 30, 2019. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 26 years of age who live with the employee in a regular parent-child relationship) are covered under this program. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
2. Eligible employees and eligible dependents, as defined above, shall be eligible for a maximum payment of \$35.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist during a two-year period.
3. Eligible employees and eligible dependents as defined above shall be eligible for a maximum payment of \$40 for single vision eyeglasses or \$45 for bifocal or complex lenses during a two-year period. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

**E.** The provisions of Sections (A), (B), (C), and (G) of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article X.

#### **F. Insurance Savings Program**

Subject to any condition imposed by the insurer, all employees shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis. The policy costs are to be borne entirely by the employee selecting insurance coverage provided in the program. The State will provide a payroll deduction procedure whereby authorized monies may be withheld from the earned salary of such employees and remitted to the insurance company.

The insurance company will provide information concerning risks covered, service offered, and all other aspects of the program to each interested employee.

#### **G. Health Insurance for Retirees**

Any legislative changes regarding post-retirement medical benefits that mandate immediate changes to retiree benefits and/or contribution levels shall supersede the provisions herein. If the legislation provides that such changes go into effect at the expiration of current collective negotiations agreements, such changes shall go into effect for this unit on July 1, 2019.

#### **H. Temporary Disability Plan**

All employees in this unit are covered under the State of New Jersey Temporary Disability Plan. This is a shared cost plan which provides payments to employees who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave.

## **I. Deferred Compensation Plan**

It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees. It is further understood that the maximum amount of deferrable income under this plan shall be consistent with the amount allowable by law.

### **ARTICLE XXXI**

#### **Uniform/Equipment Allowance**

Effective January 1, 2015, an allowance for clothing and equipment shall be paid to each eligible detective at the rate of three hundred dollars (\$300) annually, which shall be paid in a lump sum commencing with the first pay period of each calendar year. Sergeant, State Investigators will be expected to maintain and update their own uniform as needed. The State will no longer be required to replace damaged or worn uniform components.

### **ARTICLE XXXII**

#### **Out of State Travel**

- A.** An employee who is assigned to an investigation and/or extradition, or who attends approved training, which causes him/her to stay out of the State overnight shall receive per diem reimbursement for lodging, meals, and expenses consistent with the State Department of the Treasury Travel Regulations.
- B.** The actual time spent traveling for the above-referenced purposes shall be compensated as required by the federal Fair Labor Standards Act.

### **ARTICLE XXXIII**

#### **Training and Continuing Education**

- A.** The State will allow Association Members to attend and successfully complete the necessary continuing professional education credits, in a timely manner, so they may keep their professional status in good standing with the issuing agency or entity.

- B.** The State will permit Division of Criminal Justice Association Members time off with pay to attend these training programs.
- C.** Continuing education courses related to required professional certification, which are a direct requirement of the employee's current job responsibilities, may be considered for reimbursement if funds are available. Reimbursement amounts will be consistent with the established tuition policy.
- D.** Selection of the continuing professional programs shall be made as to comply with the required regulations of the issuing agency. Selection of the individual training course will be at the discretion of the license holder but subject to the approval of the Division. Any program selected under this section must earn the licensee continuing training hours/credits to be eligible for reimbursement or direct payment.

## **ARTICLE XXXIV**

### **Educational Incentive**

Effective July 1, 2015:

- A.** In order to recognize the achievement of the employee's educational advancements, the State shall provide an annual education incentive payment for employees who attain the following advanced degrees, which must be reasonably applicable to law enforcement:

Master's - \$1,000  
PhD/JD - \$1,500

- B.** To qualify for Educational Incentive pay, all credits and degrees must be from an institution accredited by a nationally recognized accrediting association, such as the Middle States Association of Colleges and Schools.
- C.** The Educational Incentive payment is an annual lump sum payment, which shall not be added to the base salary. Educational Incentive payments are not cumulative. The employee shall only be entitled to the amount at the highest degree they hold.
- D.** The Educational Incentive payment shall be made on or before June 30 of each fiscal year. The employee must have attained the degree or the earned requisite credits by July 1 to receive the payment for that fiscal year. If not, the employee shall commence receiving the payment in the next fiscal year.

## **ARTICLE XXXV**

### **Tuition Reimbursement**

- A.** In accordance with N.J.A.C. 4A:6 - 4.6, 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/her area of work, as determined by the Chief of Detective, provided the employee is not being reimbursed for the same course(s) from other sources, such as the L.E.E.P and/or the V.A.
1. The maximum reimbursement per credit shall be equivalent to the tuition at the State Colleges or the actual tuition, whichever is less.
  2. Approved courses shall be taken during off-duty hours.
- B.** Written application must be made through channels to the Office of Attorney General's Fiscal Office, 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 subject to the availability of funds.
1. In order to secure reimbursement, the employee must complete the course of study and maintain a course grade of not less than "C" or its equivalent at the undergraduate level or satisfactory for program completion in graduate study. Written proof of payment of tuition must be submitted to the Division along with a copy of the final grade received.
  2. Tuition reimbursement shall ordinarily not exceed twelve (12) credits per year.
- C.** The operation of this program is subject to the availability of funds.

## **ARTICLE XXXVI**

### **Effect of Law**

#### **A. Legislative action**

1. If any provisions of this Agreement require legislative action, or adoption or mediation of the Rules and Regulations of the Civil Service Commission or other Board/Commission/Committee to become effective, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted.

2. In the event that legislation becomes effective during the term of this Agreement, which has the effect of improving the 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.

#### **B. Savings**

In the event that any provision of this Agreement shall conflict with any Federal or State Law, or have the effect of eliminating or making the State ineligible for federal funding, 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.

#### **C. Preservation of Rights**

Notwithstanding any provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrability, and specific performance of the Agreement.

#### **D. Duty to Defend and Indemnify**

Pursuant to N.J.S.A. 59: 10A - 1 through 59: 10A - 6, the Tort Claims Act, all employees covered by this Agreement shall be entitled to defense and indemnification by the State against liability claims or judgments arising out of the performance of their official State duties.

#### **E. Off Duty Action**

It is recognized that employees are required to take certain police action during off duty hours, per Division of Criminal Justice Standard Operating Procedures (SOP) 57, and/or its successor(s). Therefore, employees will be entitled to the rights, benefits, and protections concerning such action as if on active duty. An employee must make every effort at the earliest possible time to notify their immediate supervisor of such action.

### **ARTICLE XXXVII**

#### **Outside Work**

- A. An employee serving in the title of Sergeant may engage in outside employment with prior approval from the Chief.
- B. An employee serving in the title of Sergeant desiring to engage in outside employment

shall request permission in writing from the Chief of Investigators and the Office of Ethics. Approval or disapproval of such requests shall be transmitted within fourteen (14) calendar days thereafter.

- C. It is understood that outside employment shall in no way interfere with the efficient operation of the Division of Criminal Justice and the absolute priority of the Investigator's responsibility to assignments in his/her work as an Investigator.
- D. Any grievance under this Article shall be submitted directly to the Chief of Investigators, but shall not be subject to the grievance arbitration procedures.

### **ARTICLE XXXVIII**

#### **Claims Adjustment**

Claims of job-related damage or loss of an employee's personal property will be addressed pursuant to New Jersey Department of Law and Public Safety Operating Procedure 4-00.

### **ARTICLE XXXIX**

#### **Successor Negotiations**

Collective negotiation meetings shall be held at times and places mutually convenient to the parties. The State agrees to grant the necessary duty time off to Association Officers and representatives not to exceed three (3) in number, to attend scheduled negotiation meetings.

The State agrees that during working hours, without loss of pay, the designated Association Officers shall be allowed to attend negotiation sessions and shall not be required to charge leave time, nor shall union leave time be charged. The provisions of this clause shall be retroactive to July 1, 2014.

### **ARTICLE XXXX**

#### **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 negotiable working conditions, shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.3.

- B. All existing, mandatorily negotiable benefits, and terms and conditions of employment of DCJ sergeant state investigators covered by this Agreement shall be continued.
- C. If, during the term of this Agreement, legislation is enacted which mandates immediate changes in employees' terms and condition of employment, such changes will supersede any conflicting provision of this contract. If legislation is enacted which permits such changes to become effective upon the expiration of any current collective agreement, then the provisions of this contract shall continue in effect.

## **ARTICLE XXXXI**

### **Term of Agreement**

- A. This contract shall be in effect from July 1, 2014, and shall remain in full force and effect until June 30, 2019.

### **B. Notices**

For the purpose of giving notice, the State may be notified through the Director, Office of Employee Relations, Governor's Office, P. O. Box 228, Trenton, New Jersey 08625; and the Association through Frank M. Crivelli, Esq., Crivelli & Barbati, LLC, 2653 Nottingham Way, Suite 2 Hamilton, New Jersey 08619; Telephone (609) 981-7500.

IN WITNESS WHEREOF, the State and the Association have caused this agreement to be signed by their duly authorized representatives as of this 17<sup>th</sup> day of June, 2019.

FOR THE STATE OF NEW JERSEY

FOR THE NEW JERSEY DIVISION OF  
CRIMINAL JUSTICE ASSOCIATION

NON-COMMISSIONED OFFICERS  
ASSOCIATION

---

Kristina Chubenko, Director  
Governor's Office of Employee Relations

---

Kiersten Pentony  
President – Association

---

Camille N. Warner  
Employee Relations Coordinator

---

Paul Marfino  
1<sup>st</sup> Vice President – Association

---

Philip Dowdell  
Deputy Attorney General

---

Gregory Spellmeyer  
Assistant Deputy Attorney General

---

Jennifer Stonerod  
Assistant Attorney General  
Chief of Staff

**APPENDIX I**

**Title Code**  
57093

**TITLE**  
Sergeant, State Investigator, Department of Law & Public Safety