

**State of New Jersey
Governor's Office of Employee Relations (GOER)
and
New Jersey Law Enforcement Supervisors Association
(NJLESA)**

Tentative Agreements

GOER Proposal No. 1: ARTICLE I – Recognition

Subsection (B)(8) will be amended:

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

The State will not negotiate any other or any additional terms and conditions of employment, including those expressed in this Agreement, with any individual or group of employees in this unit.

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

2. Whenever new classifications of employees are created, the State shall assign to such classification an appropriate unit designation. The State will notify the Association of such designations to this negotiations unit thirty (30) days prior to the effective date of amending such listing. If requested in writing, the State will discuss any such designation with the Association. In the event no agreement is reached on such amendment after discussion as provided herein, the resolution of the matter shall be by the clarification of unit procedures of the Public Employment Relations Commission.

B. Excluded are:

1. Managerial Executives
2. Professional and Craft Employees
3. Confidential Employees
4. Non-Police Employees
5. Non-Supervisory Police Employees
6. Supervisory and Non-Supervisory State Police Employees
7. Superior Officers Law Enforcement Employees
8. Classifications within the Department of Higher Education except those in the State College System

For the Union:



For the Employer:



GOER Proposal No. 2: - ARTICLE V - Policy Agreements

A. Employee Relations Policies

1. During the term of this Agreement the parties agree that neither the Association, nor any employee represented by it, will engage in or support any strike, work stoppage, slowdown, or any job action.

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

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

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

B. Quarterly Employee Relations Meetings

1. A committee consisting of State and Association representatives may meet for the purpose of reviewing the administration of this Agreement, and to discuss problems which may arise. Said committee meetings shall be scheduled as necessary. meet at least twice per year some time during the last week of February and November. At either party's request no more than two (2) additional meetings will be scheduled and take place. The additional meetings will be held some time in the last week of May and/or August. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiation meetings but are intended as a means of fostering good employee relations through regular communications between the parties.

2. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting. A request by either party to hold a committee meeting shall not be unreasonably denied. Written response to all agenda items shall be within thirty (30) days of each meeting.

3. A maximum of seven (7) employee representatives of the Association may attend such quarterly meetings.

4. The State shall provide to the Association semi-annually a list of names and addresses of all unit employees.

For the Union (NJLESA):



For the Employer (GOER):



GOER Proposal No. 3: ARTICLE VIII -- Access to Personnel Folders and Evaluations

The first sentence of subsection (A) will be amended as follows:

A. An employee shall within two (2) working days (exclusive of weekends and holidays) of a written request to his agency or department, have an opportunity to review his personnel folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation or any evaluation of his work performance or conduct ~~prepared by the State during the term of this Agreement.~~ Provision for such examination shall be during the employee's regular scheduled hours of work and shall not require a loss of paid time. He shall be allowed to place in such file a response of reasonable length to anything contained therein. If any material derogatory to the employee is placed in his file, a copy of such material shall be sent to the employee. A copy of all material placed in an employee's work history by the employer shall be made available to the employee. The employee shall sign a receipt for such material, which shall be placed in the employee's file. A copy of the receipt should also be provided to the employee by the employer.

For the Union:

Will Zelen

For the Employer:

David M. Brown

ARTICLE VIII
Access to Personnel Folders and Evaluations

NJLESA Proposal 4 -- Amend as follows:

E. Any employee records that contain medical information to include any notes to substantiate an absence shall be maintained in a secure and separate file apart from the regular personnel file. All efforts will be made to protect the employee's medical information from those individuals that should not have access to the same.

For the Union (NJLESA):

Will Tolson

For the Employer (GOER):

Donald McLean

**ARTICLE IX
Personnel Practices**

Amend as follows:

A. Identification Cards

1. The standard identification card of each department shall be utilized for all employees in the negotiations unit.

2. The State shall furnish identification cards to all employees who have served ~~continuously for~~ six (6) ~~continuous~~ months ~~of employment~~. Lost ~~identification~~ cards shall be reported immediately and the first replacement shall be made at no cost to the employee.

B. Civil Service Examinations

2. When an employee has been certified for promotion or interviews for a specialized unit and is scheduled to be interviewed by the agency to which he or she may be promoted, he or she shall suffer no loss in pay to attend the scheduled interview, including travel time required, if the interview occurs during his or her regular work shift. ~~[delete remainder of paragraph B.2]~~


I. Notice of Suspension

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

Notice required above may be by written message or oral or telephonic means confirmed by written notice. A copy of the written notice shall be provided to the Association.

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

For the Union (NJLESA):



For the Employer (GOER):



GOER Proposal No. 4: ARTICLE X -- GRIEVANCE PROCEDURE

Subsection (D)(6) will be amended:

D. General Rules and Procedures

6. When a grievance is initiated, the original form shall be forwarded to the Employee Relations Manager/Administrator or Personnel Officer of the appropriate operating agency. The remaining three (3) copies shall be kept intact while going through the steps of the Grievance Procedure. After the grievance is resolved, the copies shall be distributed as designated on the grievance form.

For the Union:

Will Tober

For the Employer:

David M. Lane

NJLESA Proposal 1 (5/8/18) – Article XI – Discipline

New Paragraph K (Alternative Dispute Resolution of Major Disciplinary Charges)

1. When disciplinary charges are appealed by the Association or a member of the Association to the Civil Service Commission and then referred to the New Jersey Office of Administrative Law for adjudication; ~~both the Association and The State agree to make a joint will not oppose a request by the appellant or Association to the~~ Administrative Law Judge assigned to the matter to hold a settlement conference prior to hearing. Those matters that fall outside of the ~~requirement to request agreement not to oppose~~ a settlement conference are:
2. Cases involving:
 - a. Excessive use of force;
 - b. The illegal use, possession or distribution of drugs;
 - c. Undue familiarity with an inmate; parolee or family members thereof;
 - d. Matters referred to a County Prosecutors Office for review;
 - e. Matters involving charges that allege violations of a Departments' EED Policy;
 - f. Suspensions which are immediately imposed following a Loudermill Hearing that are necessary to maintain safety, order or effective direction of the work assignment;
 - g. Violations of settlement agreements;
3. ~~In an effort to facilitate settlement, for those cases that require the Association and the State to request a settlement conference, the State shall agree to hold in abeyance any suspension until either a settlement is reached, or in the alternative; the matter is adjudicated and an initial decision is issued by the Administrative Law Judge assigned to the case.~~
4. The Appellant and his or her Union Representative shall be permitted to attend the settlement conference without loss of pay. ~~If the settlement conference is scheduled for a time other than the Appellant's regular work schedule, the Appellant's work schedule will be changed so that he/she is on duty for the conference.~~

The remaining paragraphs in this article shall be renumbered accordingly.

For the Union:

For the Employer:





GOER Proposal No. 5: ARTICLE XI – Discipline

Paragraph N will be amended:

N. Special Procedure for Review and Arbitration of Suspensions of One Through Five Days

4. The panel considerations shall be based upon the Department Head's or designee's decision and any documents that have been made a part of the record of the matter before such Department Head or designee. The State and Association panel members shall discuss each matter on the agenda and, with the assistance of the neutral panel member, attempt to jointly resolve the appeal. Where the State and Association panel members do not agree as to the disposition of the appeal, the neutral panel member will issue a decision. ~~may suggest that the matter raises issues which may warrant submission to arbitration. The neutral panel member's decision will be final and binding in all minor discipline appeals.~~

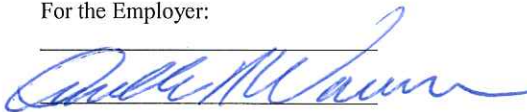
5. The neutral shall maintain a written record of the disposition of each matter which shall be signed by each panel member. Unless mutually agreed to the contrary, the written disposition of each matter shall be made at the panel meeting at which it is considered, and a copy shall be provided to each panel member.

6. ~~In the event the neutral suggests that a matter raises issues which may warrant submission to arbitration, the Association may elect to appeal the matter to disciplinary arbitration. An appeal to disciplinary arbitration may be brought only by the Association by making a written request for disciplinary arbitration by certified or registered mail to the Director of the Office of Employee Relations, which must be postmarked within eighteen (18) calendar days from the date of receipt of the neutral panel member's determination. The neutral panel member may not serve as the arbitrator for any matter which has been submitted to the panel. The sole determination to be made by the arbitrator shall be the guilt or innocence of the employee and he shall therefore either sustain the penalty imposed or vacate it by his opinion and award. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber, with the attendance fee of the court reporter shared between the parties. 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, including attendance fee, shall be shared equally between the parties. Further, the cost of any transcript, including attendance fee (or copy of any transcript), requested by the Arbitrator, shall be shared equally between the parties.~~

For the Union:



For the Employer:



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. Compensation Adjustment

It is agreed that during the term of this Agreement for the period July 1, ~~2011-2015~~ – June 30, ~~2015~~2019, the following salary and fringe benefit 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.

a. Effective the first full pay period after July 1, ~~2013~~2017, there shall be a ~~one and one-quarter~~two percent (~~1.25~~2%) increase applied to step 10 of the salary guides for unit employees in effect as of June 30, 2017. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increase in the salary amount for step 10 of each negotiation unit employee's range. Eligible employees shall receive the increase by remaining at the step in the range occupied prior to the adjustment, each negotiation unit employee who is at Step 10 of his/her appropriate salary range on or before the start of Pay Period 14 of 20132017, and employed on the date of payment.

b. ~~Effective first full pay period after July 1, 2014, there shall be a one and one-quarter percent (1.25%) increase applied to each negotiation unit employee who is at Step 10~~

of his/her appropriate salary range on or before the start of Pay Period 14 of 2014, and employed on the date of payment.

2. Salary Increments: 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:

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.

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.

c. 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.

3. Salary Upon Promotion: Effective as soon as practicable following issuance of the Interest Arbitration Award, any employee who is promoted to any job title represented by NJLESA shall receive a salary increase by receiving the amount necessary to place them on the appropriate salary guide (Employee Relations Group "2" or "K") on the lowest Step that provides them with an increase in salary from the salary that they were receiving at the time of the promotion. Notwithstanding any regulation or authority to the contrary, no employee shall receive any salary increase greater than the increase provided for above, upon promotion to any job title represented by NJLESA. By way of illustration, a Senior Corrections Officer ("SCO") is currently in Employee Relations Group "L," Range 18. If such SCO is at Step 9 as of the date of his/her promotion and therefore earning a salary of \$78,444.67 as shown on the salary guide effective 07/12/2014, such employee, upon promotion to Corrections Sergeant (Employee Relations Group "2," Range 21) would move to Step 6 at \$80,254.10, as this is the lowest salary on the Group "2," Range 21 salary scale effective 07/12/2014 that is above the promoted employee's salary as of the date of promotion. [It is understood that the foregoing example is for illustration purposes only and is based upon the salary guides effective as of 07/12/2014 and that the salary at each step of the guide is subject to change as per the across the board salary increases that are awarded in the interest arbitration proceedings.]

For the Union:



For the Employer:



ARTICLE XVII
Administrative Leave

Amend as follows:

C. Administrative Leave shall be granted by the appointing authority upon request of the employee and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved. When an employee requests the use of administrative leave for unscheduled purposes, the employer can require that the employee provide documentation to support the unscheduled nature of the absence within 72 hours of return to work. So long as documentation is timely provided by the employee when required, leave shall not be denied.

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. Where, within a work unit, there are more requests than can be granted for use of this leave for the purposes of above, the conflict will then be resolved on the basis of ~~job classification~~ title seniority and the maximum number of such requests shall be granted in accordance with the first paragraph of C. Administrative leave may be scheduled in units of one-half (1/2) day, one (1) day or more than one (1) day.

For the Union (NJLESA):

Will Tolson

For the Employer (GOER):

Donald M. Hannon

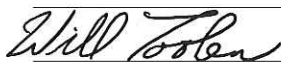
NJLESA Proposal 3 (5/8/18) - ARTICLE XXVIII - Transfer and Reassignment Rights

Amend as follows:

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

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

For the Union:



For the Employer:



GOER Proposal No. 10: ARTICLE XXIX -- Reassignment and Job Posting

A. In the DOC and JJC, employees to be affected by an involuntary shift reassignment that will result in a change to the time the employee is to report to work (i.e. reassignment from 1st shift to 2nd shift or 3rd shift) shall be given five (5) days notice of the reassignment. The foregoing requirement shall be inapplicable to matters where the reassignment is effectuated due to EED investigations, investigations revolving around alleged criminal misconduct, or where circumstances require immediate action. Outside of the DOC and JJC, employees to be affected by reassignment will be given maximum possible notice of the reassignment.

B. Requests for voluntary reassignment to another facility within the organizational unit or department shall be given consideration and shall not be subject to the limitation in Paragraph E. of this Article.

C. An employee desiring reassignment ~~on~~ to any job posted in his organizational unit or department may submit an application through his supervisor in writing to his Personnel Officer stating the reasons for the request.

D. When personnel changes in a work unit provide opportunities for shift or schedule changes, interested employees may apply for desired assignments to the work unit supervisor.

~~E. An employee may have on record no more than two (2) requests for reassignment in C and D. above.~~ All members of the collective bargaining unit are entitled to request two (2) reassignments on a Department wide basis in a twelve (12) month period beginning on the date of the award of the first reassignment. For example, if an officer is awarded a reassignment on April 1, 2017 and is then awarded a reassignment on October 1, 2017, he or she will not be entitled to request another reassignment until April 1, 2018.

F. Job Posting

Any new or vacant position which the appointing authority desires to fill and which is not filled by a reassignment made in accordance with the provisions of paragraphs A. through E. of this Article shall be posted for a period of seven (7) days. The managerial decisions as to the selection or non-selection of any employee shall not be subject to the arbitration process as described in Article X. An employee's job classification seniority will be taken into consideration by management in selecting the applicant who management deems possesses the requisite qualifications for the position. Job postings shall be posted at all appropriate duty stations. If an employee so requests, management will provide a reason for the denial of the employee's reassignment opportunity to a new or vacant position.

With the exception of the Department of Corrections, departments have the option of forwarding all job postings to the appropriate union representative via email and posting them on its intranet site as an alternative to posting paper copies on the bulletin boards and faxing them to the union provided all employees have access to the intranet site.

For the Union:



For the Employer:



GOER Proposal No. 11: ARTICLE XXX -- Out-of-Title Work

A. Employees shall be assigned work appropriate to and within their job classification. The assignment of out-of-title work on a regular and continuing basis, exclusive of stand-in for limited periods for vacation, sick leave or other leaves, shall be avoided. Instances of such out-of-title work identified by the Association and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest possible time which shall in any case be no later than three (3) months from the time of notification by the Association. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to the Civil Service Commission, ~~within twenty-one (21) days and a decision rendered within fifteen (15) days of that hearing.~~ Any dispute concerning the phasing out period will be resolved through the grievance procedure.

B. Each employee shall be furnished a copy of the job specification for the position in which he or she is employed upon request.

For the Union:

Will Tolson

For the Employer:

Charles M. Hannon

GOER Proposal No. 12: ARTICLE XXXII -- Layoff and Recall

Subsection (D) will be eliminated in its entirety:

~~D. Job classification-Title seniority (previously "Job Classification Seniority"), as defined by N.J.A.C. 4A:8-2.4, shall be a determining factor to be considered when identifying which permanent employees are to be laid off.~~

For the Union:

Will Tolson

For the Employer:

Andrew Whelan

NJLESA Proposal 4 (5/8/18) - ARTICLE XXXIII – Safety

Amend as follows:

F. In the event of an on-the-job injury requiring professional medical attention, the State will expedite such medical attention by calling for an ambulance if required, or, if the injured employee can be moved, arranging transportation to a competent medical facility. Time off required for medical attention on the date of such injury shall not be charged against his accumulated sick leave balance. In the event an employee requires follow-up medical care for a work related injury, the parties agree to adhere to the provisions of N.J.S.A. 34:1-1 et seq. and N.J.A.C. Title 12, Chapter 235.

For the Union:



For the Employer:



Proposal No. 15: ARTICLE XXXVI -- Travel Regulations

The current language will be amended to read:

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

When an employee is authorized to utilize his own vehicle for travel on a temporary assignment, he shall be reimbursed for the mileage as provided by State law. Business travel is conducted and regulated by law: NJSA 52: 19 – 10 and regulations promulgated thereunder and NJSA 59: 1 – 1 et. seq.

For the Union:

_____

For the Employer:

_____

Proposal No. 17: ARTICLE XL -- Effect of Law

Subsection (A)(1) amended as follows.

A. Legislative Action

1. If any provisions of this Agreement require legislative action, or adoption or modification of the Rules and Regulations of the Civil Service Commission 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. ~~and that the parties shall jointly seek the enactment of such legislative action or rule modification.~~

D. Liability Claims Indemnification

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 as set forth in the Laws of 1972, Chapters 45 and 48 and N.J.S.A. 59:10A-1 et seq. This provision is limited to employees sued in Superior Court of New Jersey, Law Division and the United States District Court for the District of New Jersey. The provision of Section D. of this Article is not subject to the contractual/grievance provisions of Article X. Instead, should the State of New Jersey, by final agency action, deny an employee covered by this agreement defense and indemnification for actions that the employee believes arose out of his or her official State duties, the employee shall have available any appeal rights as set forth under the statutes and laws referenced in this subsection.

For the Union:



For the Employer:




Proposal No. 19: ARTICLE XLIV -- Term of Agreement

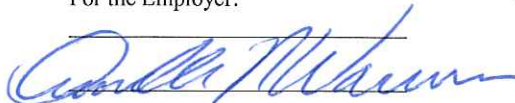
This contract shall become effective on July 1, 2014~~5~~ and shall remain in full force and effect until June 30, 2015~~9~~.

The contract shall automatically be renewed from year to year thereafter unless either party gives written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to ~~February 1, 2019~~ or ~~February~~ 1 of any succeeding year.

For the Union:



For the Employer:



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GOER Economic Proposal: New Article -- Compensation for Work Performed While On-call

Employees who are required by the employer/appointing authority to be on-call and required to perform work without reporting to the workplace shall be compensated in accordance with the policies of their appointing authority. Prior to implementation, the appointing authority and Office of Employee Relations will meet with the Union to discuss the negotiable aspects of any such policy.

If the time worked while on-call is overtime, applicable overtime rates will apply. However, the terms of Article XXVI, Overtime, do not apply to work performed while on-call outside of the workplace.

For the Union:



For the Employer:

