

MEMORANDUM OF AGREEMENT

STATE OF NEW JERSEY

AND

NEW JERSEY LAW ENFORCEMENT SUPERVISORS ASSOCIATION

STATE OF NEW JERSEY ("State" or "Employer") and the NEW JERSEY LAW ENFORCEMENT SUPERVISORS ASSOCIATION ("Association"), having engaged in negotiations for an agreement to succeed the current Collective Negotiations Agreement ("Agreement") between the State and the Association that expired on June 30, 2023, hereby agree to the following amendments to the Agreement as set forth below.

This Memorandum of Agreement ("MOA") represents a complete package, and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package as set forth herein. Therefore, the parties hereby agree to amend the Agreement as follows:

1. **TERM OF AGREEMENT**: July 1, 2023 through June 30, 2027 (4-year agreement).

2. **WAGES**

Effective and retroactive to the first full pay period on or after July 1, 2023, all employees in the bargaining unit excluding Assistant District Parole Supervisors/Parole Sergeants will receive a salary schedule adjustment increase of \$4,500.00¹

Effective and retroactive to the first full pay period on or after July 1, 2023, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

¹ The \$4,500 salary adjustment effective the first full pay period on or after July 1, 2023, will be applied to the salary schedule before the 3.5% salary adjustment effective the first full pay period on or after July 1, 2023 is applied to the salary schedule. (footnotes will not be included in the collective negotiations agreement.)

Effective the first full pay period on or after July 1, 2024, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

Effective the first full pay period on or after July 1, 2025, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

Effective the first full pay period on or after July 1, 2026, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

3. NEW STEP

Effective the first full pay period after July 1, 2025, a new Step 11 will be added to the ERG 2 and K salary schedules. Effective the first full pay period after July 1, 2025, employees who have been at the tenth step of the same step range for 24 months or longer shall be eligible for movement to the eleventh step providing their performance warrants this salary adjustment.²

4. BEREAVEMENT

Beginning July 1, 2024, and subject to CSC implementation processes, an annual one (1) day bank of time will be established for bereavement leave. Each year thereafter, the one (1) bereavement day per year will be available on January 1. The bereavement day will be used before an employee's use of sick leave. The bereavement leave day does not accumulate and unused time will not be carried over or paid out upon separation. Bereavement may be used for immediate family members as defined by N.J.A.C. §4A:1-1.3. The State may request proof of death.

The parties understand that the one (1) day bank will be created by the Civil Service Commission.

5. HEALTH CARE REOPENER

Delete Appendix 1 and Replace with revised Appendix 1 as set forth in Attachment 1.

6. EYE CARE

Increase prescription lens/contacts reimbursement from \$40.00 to \$80.00

Increase bifocals or complex prescriptions reimbursements from \$45.00 to \$90.00

Increase eye exam reimbursements from \$35.00 to \$45.00

² The inflated increment between steps 9 and 10 for the applicable ranges of ERG 2 and ERG K will be used to create step 11 by applying it to step 10 subsequent to application of the 3.5% salary increase effective the first fully pay period on or after July 1, 2025. (footnotes will not be included in the collective negotiations agreement.).

7. **UNIFORM ALLOWANCE**

Replace section of Article XXXV with revised language as set forth in Attachment 2.

8. **TENTATIVE AGREEMENTS:** The parties have reached tentative agreements on the following subjects, all of which are deemed part of this MOA, and copies of which are attached hereto:

a. **Entire Agreement**

b. **Article IX D:** Personnel Practices; Printing of Agreement

c. **Article X H:** Grievance Procedure

d. **Article XI F:** Discipline

e. **Article XI I:** Discipline

f. **Article XI M5b:** Discipline

g. **Article XI O:** Discipline

f. **Article XLIV:** Term of Agreement

9. **RATIFICATION BY UNION:** This Memorandum of Agreement is subject to ratification by the employee members of this Association and shall not be effective absent ratification. Until such ratification, the terms and conditions of employment of members of this unit shall be governed by the prior collective negotiations agreement.

10. **RECOMMENDATION:** The Association Executive Board agrees it will recommend ratification in accordance with terms specified herein to members of the bargaining unit.

11. **PREPARATION OF AGREEMENT:** The State of New Jersey, upon ratification, will commence the process of preparing a successor collective negotiations agreement setting forth the terms and conditions of employment for the applicable term.

12. **COMPLETE AGREEMENT:** This Memorandum of Agreement, together with the other terms and conditions of the previous Collective Negotiations Agreement that have not been altered or changed, represents the entire understanding of the parties and the complete and final agreement between the parties. Any proposal or counter-proposal, whether written or oral, not contained herein is deemed waived and withdrawn.

13. **BINDING AGREEMENT:** The State of New Jersey, through the Governor's Office of Employee Relations, represents that the foregoing has been approved by the State of

New Jersey and that upon ratification, the parties will have entered into a binding collective negotiations agreement for the term set forth herein.

14. **SEPARATION AND SEVERABILITY:** If any provision of this agreement is deemed unenforceable as a matter of law, the parties agree that the remainder of the agreement shall be deemed binding and enforceable. With respect to any provision deemed unenforceable, the parties will continue negotiations to bring said provision in compliance with applicable law.

This Memorandum of Agreement is hereby executed this ___ day of April 2024, by duly authorized representatives of the State of New Jersey and the Association.



State of New Jersey

5/22/2024

Date

State of New Jersey

Date



Association

5/22/24

Date

Association

Date

ARTICLE XLIV
TERM OF AGREEMENT

This contract shall become effective on July 1, 2023~~19~~ and shall remain in full force and effect until June 30, 2027~~3~~.

~~In the event that a new negotiated contract is not in place on July 1, 2027, the current contract shall continue in accordance with applicable law. 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 certified mail prior to February 1, 2023 or February 1 of any succeeding year.~~

Tentative Approval



NJLESA

5 / 22 / 24
Date



State of New Jersey

5 / 22 / 24
Date

ARTICLE XI

Discipline

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

1. The parties agree to establish a Joint Association Management Panel consisting of one (1) person selected by the State and one (1) person selected by the Association and a third party neutral mutually selected by the parties. Each panel member shall serve on an ad hoc or other basis. The purpose of this panel is to review appeals from Department determinations upholding disciplinary suspensions of five (5) working days or less, excepting unclassified, provisional or probationary employees. ~~All panel neutrals must agree, in advance as a condition for being selected for inclusion on a panel, to accept a fee of no more than \$1,000 per day, and to impose a fee of no more than \$500 for a cancellation by either party without good cause.~~

ARTICLE XI

Discipline

M. General Provisions

5.b. For the purpose of this sub-section, the following individuals, or their respective designees, shall be the appointing authority for their respective Department or Agency: Administrator (Corrections); Chairman ~~or his or her designee~~, Vice Chairman (Parole); ~~Superintendent~~ Deputy Executive Director or his or her designee (Juvenile Justice); Director of Administration (Treasury); Human Resources Director (Human Services); Superintendent (Palisades Interstate Park Commission); Director of Human Resources (Environmental Protection); Superintendent (Law and Public Safety); Assistant Vice President of Labor Relations (Rowan University); and Vice President or Director of Human Resources (all other State Colleges).

ARTICLE XI

Discipline

H. An appeal to advisory disciplinary arbitration may be brought only by the Association through its President or designee or attorney, by mailing a written request for advisory disciplinary arbitration to the Director of the Office of Employee Relations, which must be postmarked within twenty (20) calendar days from the decision rendered in paragraph F. A request for advisory disciplinary arbitration shall contain the name of the department or agency and the employee involved, a copy of the original appeal, the notice of discipline and any written decisions rendered concerning the matter.

I. ~~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 ~~using~~ under the selection procedure of the Public Employment Relations Commission, until such time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case. The arbitrator shall issue a recommendation as soon as possible but not later than thirty (30) days after the hearing.

ARTICLE XI

Discipline

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within fifteen (15) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, will convene a hearing within thirty (30) calendar days after receipt of such disciplinary appeal. The Department or Agency Head, or his designee, shall render a written decision within thirty (30) calendar days from the date of such hearing. The employee may be represented at such hearing by an Association representative in the same work unit and/or legal counsel. The circumstances surrounding a discipline case may suggest that the Association president or a member of the Union's Executive Board has a particular need to assist in the presentation at the hearing. He may make a request to do so to the Office of Employee Relations. Such request shall not be unreasonably denied. The decision rendered herein shall be final except where the disciplinary appeal involves a penalty as set forth in paragraph G. below. Where the matter involves a disciplinary penalty other than those set forth in G. below, the Civil Service Commission may review the matter if timely presented in accordance with its discretionary jurisdiction.

ARTICLE X

GRIEVANCE PROCEDURE

H. 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 highest operational management representative. He or his designee shall hear the grievance, witnesses may be heard and pertinent records received. The grievant may be represented by an employee in the same work unit designated by the Association or an Association officer at the institution or installation involved. The circumstances surrounding a grievance may suggest that the Association President or a member of the Union's Executive Board has a particular need to assist in the presentation of the grievance at Step One. He 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 department head or his designee 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 been made part of the preceding hearings.

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

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

Step Three Arbitration

1. In the event that the grievance has not been satisfactorily resolved at Step Two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1. above, then a request for arbitration may be brought only by the Association, through its designee, within ten (10) calendar days from the day the Association received the Step Two decision by mailing a written request for arbitration 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.

No arbitrator shall have any authority or jurisdiction to rule upon the merits of a grievance that was not initially timely filed in accordance with this Section. Moreover, if either the Union's appeal to Step Two or the request for arbitration at Step Three is not timely filed in accordance with this Section, then the decision made at the prior step shall be deemed final and binding and shall not thereafter be deemed subject to arbitration. Where the State asserts that the grievance was either: (i) not initially timely filed, (ii) not timely appealed at Step Two, or (iii) not timely submitted to arbitration at Step Three, the Arbitrator shall first decide the timeliness issue(s) before making any ruling on the merits. No arbitrator shall have any authority or jurisdiction whatsoever

over the merits of any grievance that was not initially timely filed, or where a Step Two appeal or submission to arbitration at Step Three was not timely filed. If the State asserts a timeliness argument to the Arbitrator, then only after a finding that the grievance was timely filed, appealed, and submitted to arbitration does the Arbitrator have any authority or jurisdiction to rule upon the merits of the grievance. The foregoing language is not intended to either require or preclude an Arbitrator from bifurcating the procedural issue from the issue on the merits.

2. Arbitrators shall be selected on a case-by-case basis using the selection procedures of the Public Employment Relations Commission. ~~The parties shall mutually agree upon a panel of three (3) arbitrators. 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. 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 mutually agree upon a panel.~~

3. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he 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 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. Rules, regulations, formal policies or orders of the State shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator 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 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. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

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 except and to the extent that the limitations in such provisions modify such powers or authority.

Tentative Approval



NJLESA

5 / 22 / 24
Date



State of New Jersey

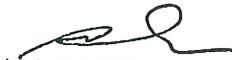
5 / 22 / 24
Date

ARTICLE IX
PERSONNEL PRACTICES

D. Printing of Agreement

The State shall provide NJLESA with an electronic downloadable version of the Agreement. The State shall also produce the Agreement in the amount of 125-250 hard copies. NJLESA shall be responsible for the distribution of the 125-250 copies provided to it by the State. The Agreement cover will include the seal of the State of New Jersey and the Association insignia.

Tentative Approval



NJLESA

5 / 22 / 24
Date



State of New Jersey

5 / 22 / 24
Date

ENTIRE AGREEMENT

Revise as follows:

All references to "him" should be changed to "their" or such other neutral term.

Tentative Approval



NJLESA

5 / 22 / 24
Date



State of New Jersey

5 / 22 / 24
Date

ATTACHMENT 1

APPENDIX 1 – HEALTH CARE REOPENER

1. Re-opener

a. The actual premium cost for the new PPO, inclusive of medical and prescription costs, will be tracked each plan year following the plan's initial offering in plan year 2019.

b. In addition, the new PPO premium cost increases will be monitored and compared to the national, regional and state trending of healthcare costs.

c. Upon request of the Union, and after the Commission's review of the mid-year report, if any, the Union and the State shall meet annually between March 1 and April 15 to discuss utilization and costs (actual and projected) for plans in which the Union's active and retiree members are enrolled. Such meeting shall include representatives from the Treasury-Division of Pension and Benefits. This meeting will include any interested Union(s).

d. Calculations:

i. The Baseline Premium shall be the blended² premium for the current plan year plus 1%. For example, in plan year 2024 the baseline premium shall be the new PPO Plan's blended premium in plan year 2023 plus 1%.

ii. The Union and the State shall annually calculate the "Adjusted Premium Increase" ("API"). The API shall be calculated by (a) subtracting the percent of across-the-board salary increases received by Union-represented State employees, not compounded, between July 1 to December 31 of the preceding year, from (b) the percent by which the new PPO renewal premium exceeds the Baseline Premium. For example, if the 2024 new PPO renewal premium is 6% more than the Baseline Premium and if employees have received a 4%, non-compounded, across-the-board salary increases since July 1, 2023, the API is 2%.

e. Annual Process for Applying the Escalator/De-escalator

i. Every year, the parties will review if the blended renewal premium for the new PPO in a plan year exceeds the "Baseline Premium." If so, the Union and the State shall enter into negotiations to lower the premium and/or reduce the rate of premium increases. Such negotiations will commence upon receipt of the SHBP's actuary's rate renewal recommendation premium for the upcoming plan year in or around the preceding July. The parties agree that the negotiations will involve the Union and any other interested State bargaining unit(s). The initial meeting of the parties may also include representatives from the Division of Pension and Benefits as it relates to the rate renewal recommendation(s). A copy of the actuary's renewal recommendation report, issued in or around July, will be provided to the Union in advance of the meeting. If an agreement is reached, Union(s) and the State shall jointly seek approval from the

² Blended premium includes medical and prescription rates, for all levels of coverage.

State Health Benefits Commission or Plan Design Committee, as appropriate, to implement the parties' agreement.

ii. If Union and the State cannot agree upon plan design changes or other cost-saving measures that would reduce the API to at least a 0% increase over the Baseline Premium by the September 1 preceding the start of the next plan year, then an Escalator shall be applied to employee contribution rates. The Escalator to be applied to employee contribution rates shall be the percentage by which the API exceeds the Baseline Premium. For example, if the API is 2%, then the Escalator is also 2%, which is applied to the employee's contribution rate. If an employee's contribution rate is 5% of base salary, then by applying the Escalator, the contribution rate will increase to 5.1% of base salary. Any increase in employee contributions will be effective the first pay period of the new plan year.

iii. If the renewal premium is below the Baseline Premium by 6% or more, Union and the State shall discuss options to share the savings in reduced costs, or to improve the quality of the new PPO through design changes or other measures. If Union and the State do not agree to either reduce costs or improve the quality of the new PPO or agree upon a reduction in the employee contribution rates by September 1 preceding the start of the plan year then contribution rates shall be reduced by the application of a De-escalator. The De-escalator shall be the amount of the decrease in new PPO renewal premium below 6% of the Baseline Premium. For example, if the 2024 premium is 6.5% below the Baseline Premium, employee contribution rates shall be reduced by 0.5%. If an employee's contribution rate is 5% of base salary, then by applying the De-escalator the employee's new contribution rate shall be 4.975%. Any decrease in employee contributions will be effective the first pay period of the plan year.

iv. The escalator or de-escalator for each plan year shall be calculated using the above methodology as described in paragraphs e(i) to e(iii) above.

ATTACHMENT 2

ARTICLE XXXV

Uniform Allowance

The State agrees to continue its practice of making initial issue of uniforms to all new employees. It is understood that employees who are promoted to any of the titles in this unit and who had been issued a uniform at another rank which is still the appropriate uniform, are not considered as "new" employees in the context of this Article and they will be issued only new insignia and/or badge as required by the appointing authority.

A. Non-Corrections Sergeants: For all employees in the bargaining unit outside of the Department of Corrections ("Non-Corrections Sergeants"), the State agrees to a uniform maintenance allowance for the affected employees as follows:

- \$1,840.00 in January 2024 to those employees with at least one (1) year of service as of December 31, 2023. Between January 1, 2019 and December 31, 2019, each employee shall receive \$1,535.00 in January 2020;
- Between January 1, 2020 and December 31, 2020, each employee shall receive \$1,535.00 in January 2021. \$1,840.00 in January 2025 to those employees with at least one (1) year of service as of December 31, 2024.
- Between January 1, 2021 and December 31, 2021, each employee shall receive \$1,700.00 in January 2022. \$1,840.00 in January 2026 to those employees with at least one (1) year of service as of December 31, 2025.
- Between January 1, 2022 and December 31, 2022 each employee shall receive \$1,840.00 in January 2023. \$1,840.00 in January 2027 to those employees with at least one (1) year of service as of December 31, 2026.

B. Corrections Police Sergeants: Correctional Police Sergeant will be granted, in lieu of any uniform allowances other than the initial issues, the following payments:

- \$1,100.00 in July 2023 to those employees with at least one (1) year of service as of June 30, 2023. \$1,100.00 in July 2024;
- \$1,100.00 in January 2024 to those employees with at least one (1) year of service as of December 31, 2023; \$1,100.00 in January 2025;
- \$1,100.00 in July 2024 to those employees with at least one (1) year of service as of June 30, 2024; \$1,100.00 in July 2025;
- \$1,100.00 in January 2025 to those employees with at least one (1) year of service as of December 31, 2024; \$1,100.00 in January 2026;
- \$1,100.00 in July 2025 to those employees with at least one (1) year of service as of June 30, 2025; \$1,100.00 in July 2026;
- \$1,100.00 in January 2026 to those employees with at least one (1) year of service as of December 31, 2025;
- \$1,100.00 in July 2026 to those employees with at least one (1) year of service as of June 30, 2026; \$1,100.00 in January 2027;

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Space After: 0 pt

Formatted: Indent: First line: 0"

Formatted: Strikethrough

\$1,100.00 in January 2027 to those employees with at least one (1) year of service as of December 31, 2026, \$1,100.00 in July 2022, and

- \$1,100.00 in January 2023.

C. Effective for the Uniform Allowance payable in January 2022 and each January thereafter, employees who did not report to work for more than six full pay periods during the first thirteen pay periods of the Fiscal Year shall not receive a Uniform Allowance payment in January. Effective for the Uniform Allowance payable in July 2021 and each July thereafter, employees who did not report to work for more than six full pay periods during the second thirteen pay periods of the Fiscal Year shall not receive a Uniform Allowance payment in July. Notwithstanding the foregoing, for any full pay period during which an employee was unable to report to work due to (a) having tested positive for COVID-19, (b) due to the need to quarantine because of having close contact with someone that tested positive for COVID-19, or (c) being on a leave of absence while receiving Workers Compensation benefits due to a work-related injury or illness, said time away from work shall not count against the employee for purposes of determining eligibility for the Uniform Allowance set forth above. Instead, the employee will be deemed to have reported to work during that pay period.

It is understood that the above payments are to be used for items of uniform or their maintenance and that all employees in the unit are expected to meet prescribed standards and regulations concerning individual items of uniform which are required and the reasonable standards of maintenance of such uniforms.

No uniform allowance will be paid to employees who are not required to purchase a uniform and wear it for work. In the event additional employees are required to purchase and wear uniforms for work, during the term of this agreement, the State agrees to negotiate with the union about the appropriateness of a uniform maintenance allowance for the affected employees.

The State shall make retroactive payments to those eligible for the uniform allowance payable for July 2019, January 2020, July 2020, and January 2021 in accordance with N.J.A.C. 4A:3-4.20. The remaining uniform allowance payments for July 2021, January 2022, July 2022, and January 2023 shall be made during the timeframes indicated.

Formatted: Space After: 0 pt, No bullets or numbering

Formatted: Indent: First line: 0"