

**AGREEMENT  
BETWEEN  
BROOKDALE  
COMMUNITY  
COLLEGE  
BOARD OF TRUSTEES  
AND THE  
BROOKDALE  
COMMUNITY  
COLLEGE  
FRATERNAL ORDER OF POLICE  
LODGE #79**

July 1, 2011 – June 30, 2015

Brookdale Community College  
765 Newman Springs Road  
Lincroft, NJ 07738-1543

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## PREAMBLE

This agreement effective the first day of July, 2011 is made by and between Brookdale Community College, Lincroft, New Jersey, hereinafter referred to as the "College" and the Brookdale Community College Police Department, Lodge #79, hereinafter referred to as the "Lodge."

## ARTICLE 1

### RECOGNITION

- 1.1 The College recognizes the Lodge as the sole and exclusive bargaining representative of certain full-time personnel assigned to the **Brookdale Community College Police Department** including **Senior Sergeant, Sergeant and Police Officer**, such titles being commissioned officers, and also certain other titles so assigned, among them Police Recruit and Probationary Police Officer.
- 1.2 Superior police officers above the rank of **Senior Sergeant** are excluded from representation by the Lodge.
- 1.3 Whenever the College creates new positions that may be within the bargaining unit as recognized, the College shall notify the Lodge of the same. Whenever used hereinafter, the term "employee" shall mean and be construed only as referring to those **Senior Sergeants, Sergeants, Police Officers, Probationary Police Officers, Police Recruits** of Brookdale Community College as covered by the Agreement.

## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.1 The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on matters

concerning terms and conditions of employment in the bargaining unit. Such negotiations shall begin no later than October 1 of the calendar year prior to the year in which this present Agreement expires. Any Agreement so negotiated shall be reduced to writing and submitted for ratification to the College and the Lodge, and signed by the parties, shall be adopted by the College.

- 2.2 This Agreement shall not be modified in whole or in part except by an instrument duly executed in writing by the College and the Lodge.

## ARTICLE 3

### COLLEGE AND LODGE RELATIONSHIP

- 3.1 The College, in accordance with applicable law and regulation, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons in order to efficiently maintain the grounds, facilities and equipage entrusted to the College and to determine the methods, means, and personnel by which its operations are to be conducted, and further, to take whatever actions deemed necessary to enhance or protect the educational mission of the College.
- 3.2 The Lodge shall enjoy such rights as are accorded by this Agreement and law.
- 3.3 The College retains the right to hire, promote, transfer, discipline or discharge employees for just cause which shall include, but not be limited to, incompetence, gross personal misconduct, permanent physical or mental disability, neglect of duty, gross insubordination, criminal acts, or conduct inconsistent with or contrary to the commitment of the College. Disciplinary actions may include, but shall not be limited to, letters, or reprimand, periods of probation subject to periodic evaluation at stated times, and suspension without pay as may be deemed appropriate

following a departmental hearing at which an employee may request that a representative of the Lodge be present.

- 3.4 The College and the Lodge agree there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Lodge or refusal to join the Lodge. The Lodge further agrees that it shall not unlawfully coerce employees into membership.
- 3.5 The College agrees to furnish the Lodge, in response to formal requests of the Lodge, public information pursuant to Chapter 73, Public Laws of 1963.
- 3.6 The College, upon formal request of the Lodge and following approval of the administration, shall permit the Lodge to use the facilities of the College for the purpose of Lodge meetings. Such approval shall not be unreasonably withheld and shall be in accordance with the rules and procedures of the College in force at the time of the request. Furthermore, upon similar request and approval, the Lodge shall be allowed the use of equipment of the College including typewriters, duplication machines, calculators and audio-visual equipment.
- 3.7 The Lodge agrees that its use of facilities shall be restricted to such times that do not preempt the use of the requested facilities and equipment for instructional purposes or usage by students or the College. The Lodge shall be liable for the cost of repairs or damage, if incident to approved use by its membership of facilities and equipment. The Lodge shall also pay for the uses of paper and supplies required by various duplication or reproduction processes at costs determined by the College.
- 3.8 The Lodge shall have access to the campus mail services for on-campus communication purposes. The Lodge shall not post any items for mailing outside the campus locations except when such items have the required postage affixed thereto.
- 3.9 The College shall furnish the Lodge bulletin board space in the Squad Room of the Police Headquarters Building, which shall be

for the exclusive use of the Lodge and posting of legitimate Lodge business.

- 3.10** The College and the Lodge agree to share equally the full cost of reproducing not more than **seventy-five (75)** copies of this Agreement in the print shop of the College.
- 3.11** Authorized representatives of the Fraternal Order of Police, who are not employees of the College, shall be admitted to the premises of the College. Requests for such visitation shall be submitted to the Dean of Human Resources and shall include date and time. Such visitation shall not interfere with the orderly and routine conduct of the duties of the members of the bargaining unit.
- 3.12** The parties agree to follow applicable law with regard to nondiscrimination; moreover the College certifies that it is an Affirmative Action employer in support of Equal Employment Opportunity and in accordance with applicable laws and statutes.
- 3.13** The College and the Fraternal Order of Police agree that there shall be no discrimination on the basis of race, creed, color, religion, age, national origin, sex or marital status in any manner.
- 3.14** The College shall grant time off with pay to FOP representatives as well as necessary witnesses to attend any and all interest arbitration hearings and PERC or other administrative hearings. The amount of such time shall not exceed a total of three work days annually. The FOP shall provide the College with 72 hours notice prior to the College granting any time off with pay for the purposes stated herein.

## ARTICLE 4

### WORKING CONDITIONS

- 4.1** The normal work week for Police Officers on shift assignment shall be five (5) days in a seven (7) day period of Monday through Sunday, and the days off shall be consecutive. The normal work

day shall consist of one eight (8) hour shift. In cases of emergency as declared by the Chief of Police, or designee, shifts may extend beyond the normal time as indicated above, or off-duty personnel may be called in to work. Such emergency condition will not be arbitrarily declared. The normal work week for **Senior Sergeants, Sergeants** and other assigned staff will be forty (40) hours.

- 4.2 Starting times of shifts shall be established by the Chief of Police, or designee and shall be based upon the operating needs of the department. The College retains the right to change shifts as necessary provided that such change protects the efficient, safe, and secure operation of the campus facilities.
- 4.3 Overtime compensation and the methods by which overtime payments are made shall be consistent with the provisions of the Fair Labor Standards Act except that holidays, bereavement, vacation, personal, and sick days shall count towards the calculation of forty (40) hours for computing overtime.
- 4.4 A Police Officer shall receive compensatory time at the rate of time and one-half for training sessions and schools in lieu of monetary compensation. During attendance at the Academy, a Police Recruit will be entitled to monetary compensation only for all overtime hours in accordance with this Agreement.
- 4.5 An employee who is recalled from home to return to the College for work shall be guaranteed a minimum of four (4) hours work.
- 4.6 Employees covered by this Agreement are considered essential to maintaining services at the College and are expected to work their normal schedules plus any required overtime during periods when the College may be closed due to inclement weather, power outages or other emergencies. Employees required to work during these periods shall be compensated at time and one-half regardless of whether the employee exceeds forty (40) hours during that week.
- 4.7 **The Lodge may present a new work schedule for consideration by the College President and the appropriate College Officer.**

## ARTICLE 5

### PROBATIONARY PERIODS

- 5.1 A new employee whose title is within the bargaining unit shall be considered probationary for the first 90 **calendar** days following the first day of actual employment except that a Probationary Police Officer and Police Recruit shall be considered probationary for one (1) year of service from the date of employment and completion of the Police Academy. During this probationary period, the College may dismiss such probationary employees without regard to other provisions of the grievance procedure hereinafter set forth.
- 5.2 The College shall attempt to enroll Police Recruits as soon as possible in recognized police training academies which are approved by the Chief of Police.
- 5.3 An employee whose status is that of Police Recruit and who upon attendance at an approved police training academy fails to complete the training or to graduate from there shall be liable to immediate termination by the College. Upon termination, such employees shall have no recourse to other provisions of the Agreement nor shall the termination be subject to any review whatsoever under provisions of the grievance procedure hereinafter set forth.
- 5.4 Upon promotion or transfer to Sergeant, the first ninety (90) **calendar** days shall be a period of probation and performance evaluation. An employee who successfully completes the probation shall be known as a regular employee in the job classification.
- 5.5 Upon promotion or transfer to Sergeant, an employee may voluntarily elect to be returned to the classification formerly occupied at any time within the first ninety (90) **calendar** days after promotion or transfer.



## ARTICLE 6

### UNIFORMS

- 6.1 The College agrees to furnish at its expense a complete and standard issue of new clothing for each commissioned officer covered by this contract.
- 6.2 The College agrees to continue the established practice of providing for the cleaning of such uniforms without expense to the employee. The Chief of Police may in his sole and absolute discretion determine that a uniform was damaged in the line of duty and be replaced at College expense.
- 6.3 Standard issue of clothing shall be posted and updated by the College; moreover, any change of style, type, or color of uniform adopted by the College shall be at the expense of the College.
- 6.4 Upon separation for whatever voluntary or involuntary cause, all items of standard clothing issue shall be returned to the College except headgear.
- 6.5 Any equipment required to be worn or used by employees covered by this Agreement including handcuffs, mace, night sticks, firearms, and ammunition shall be maintained, supplied and paid for by the College and shall be and remain the property of the College.
- 6.6 Each newly appointed Police Officer shall be outfitted at a date not later than the date of commissioning.
- 6.7 The clothing allowance **for all members shall be \$800.** The clothing allowance is to be paid prospectively in semi-annual installments on or about January 1 and July 1 of each year, provided that six (6) months have lapsed since the initial uniform allowance.
- 6.8 The College shall issue a bullet proof vest to all members requesting same at no charge to the member's uniform allowance. When provided, the bullet proof vest will be required to be worn

by the employee. The bullet proof vest shall be replaced in accordance with the manufacturer's warranty at the cost of the College.

## ARTICLE 7

### PROMOTION AND TRANSFER

- 7.1 At its discretion, the College with the approval of the Board of Trustees may promote a regular employee to a higher job classification for which the employee has been duly recommended by the appropriate parties.
- 7.2 A regular employee who is promoted shall be entitled to the minimum rate of the job classification or a five (5%) percent wage increase, whichever is higher, while rendering satisfactory performance in that job classification.
- 7.3 A regular employee assigned temporarily to a higher job classification shall receive the minimum rate of that job classification or a five (5%) percent wage increase, whichever is higher, for the duration of that assignment.
- 7.4 In its sole and absolute discretion, the College may transfer a regular employee to an equated job classification within the unit in order to maintain the efficient, safe, and secure operation in the instructional programs and facilities.
- 7.5 Promotional increase computation on July 1 shall be made as follows: First the promotional increase of five (5%) or the new minimum, whichever is higher, shall be granted, and then the general wage increase shall be granted subject to the maximums of the salary classification.

## ARTICLE 8

### SENIORITY

- 8.1 Seniority shall be defined as an employee's total length of service with the College beginning with the date of hire. Upon successful completion of the initial probationary period, service seniority shall accumulate from the date of hire until there is a break in service. In case of a tie, seniority shall be assigned/determined according to the order of hire. In the event of a tie, seniority shall be assigned/determined according to ranking based upon the interview process.
- 8.2 An employee shall be considered to have job classification seniority upon successful completion of the probationary period for the job. Job classification seniority shall accumulate until there is a break in service.
- 8.3 A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off.
- 8.4 An employee who is recalled after a period of layoff shall be considered to have retroactive and continuing seniority upon the effective date of return to work.
- 8.5 The College shall maintain a seniority roster.

## ARTICLE 9

### REDUCTION IN FORCE

- 9.1 The College retains within its sole and absolute discretion the right to lay off employees.
- 9.2 Regular employees within a job classification shall not be laid off before any probationary, temporary, or permanent part-time employees serving within the same job classification.  
**Individuals in temporary positions do not have employment rights beyond the term of the temporary assignment.**

- 9.3 The College shall provide, as a minimum, two (2) weeks notice of impending layoff to any regular employee affected. For employees with more than ten (10) years of service, three (3) weeks notice shall be provided.
- 9.4 Job classification seniority shall be the determining factor to be considered in determining which regular employees shall be laid off. If job classification seniority is equal, then length of service with the College shall be determining.
- 9.5 An employee on layoff shall accrue no sick leave or vacation leave. An employee who is recalled from layoff shall be considered to have continuing service for the computation of future earned vacation. Previously accrued unused/unpaid sick and vacation leave shall be restored upon recall.

## ARTICLE 10

### RECALL

- 10.1 The name of the regular employee who is laid off shall be placed on a special pre-employment list for the job classification of the employee. No new employee shall be hired for that job classification until all employees on layoff in the classification desiring to return to work shall have been recalled provided such employees on layoff are capable of returning to work and performing the duties required in the job classification. The preferential list shall be in effect for one (1) year from the effective date of layoff.
- 10.2 Regular employees shall be recalled to work in the reverse order of layoff.
- 10.3 A regular employee on layoff shall provide the College with any change of address while awaiting recall. Notice of recall shall be made in writing by certified mail to the last record of the employee's address.

- 10.4 A regular employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of recall, or within fourteen (14) calendar days of the mailing, or be considered to have abandoned recall rights and resigned. It shall be the employee's responsibility to inform Human Resources of the method to reach the employee if s/he is absent more than fourteen (14) days from that address. This shall apply only in the application of the provisions of this Article.
- 10.5 A regular employee who is recalled and who has complied with the provisions of 10.4 above must report to work on the day and time specified or be considered to have resigned.
- 10.6 A regular employee recalled to a job classification at a salary rate lower than the job classification held prior to layoff may refuse such recall and remain eligible for recall to the formerly occupied and higher rated job classification for the period provided in Article 10.1.

## ARTICLE 11

### PERFORMANCE EVALUATION

- 11.1 Regular employees shall be evaluated at least annually no later than June 30<sup>th</sup>. A supervisor may conduct additional evaluations as needed.
- 11.2 The purpose of Performance Evaluation shall be to assess the quality of an individual's performance and when required, to offer corrective and helpful remedies to improve performance which is below the acceptable standard.
- 11.3 The immediate supervisor of the individual being rated will have the primary responsibility for evaluation of the performance related to the functional responsibilities delineated in the job description for the title occupied by the employee.

- 11.4 Performance Evaluation will be recorded on forms prepared for such purpose, and a copy will be filed in the personnel folder of each employee. Provisions shall be made for the attachment of comments by the employee.
- 11.5 The individual being evaluated will be permitted to review the evaluation. Within a reasonable time, a personal conference will be conducted to discuss the evaluation. The evaluator shall request the employee sign the evaluation to evidence the employee has seen the evaluation, such signature shall not indicate acceptance by the employee of the evaluation. If the employee does not sign the evaluation within five (5) scheduled working days, the evaluation shall be placed in the employee's file.
- 11.6 A regular employee, whose documented performance is not acceptable, shall be placed on probation by the College for a period not to exceed ninety (90) days. During the period of probation, the regular employee shall be paid at the rate in effect at the date of evaluation notwithstanding other provisions hereinafter contained. If at the expiration of that period, the performance is not acceptable, the employee shall be terminated.
- 11.7 A staff member shall have the right, upon reasonable request, to review the contents of the staff member's personnel file. The staff member shall be entitled to have a representative accompany the staff member during such review. Confidential material such as letters of recommendation for employment shall be excluded from this provision.

## ARTICLE 12

### FRINGE BENEFITS

#### 12.1 Tuition Waiver

Regular employees, spouse, and dependent children **through the calendar year in which they turn 23 years of age** shall be permitted by the College to take not more than **two courses not to exceed 8 credits** offered by Brookdale Community College each Fall, Spring, and Summer for which tuition shall be waived. Student activities fees shall be waived for employees only. Other fees and charges incident to the course shall be assumed by the employee or family member. It is further provided that the minimum enrollment for the course must be met and that at all times tuition students have priority of enrollment in any course.

Dependent children, through the calendar year in which they turn 23 years of age, of bargaining unit members who are entitled will be permitted to **attend Brookdale Community College for four (4) long semesters to complete a degree program without charge, exclusive of fees.**

#### 12.2 Non-Credit Courses Offered by Brookdale

**Regular employees are eligible to participate in non-credit classes at a 50% discount for up to six (6) classes per fiscal year, not to exceed a total annual discount of \$450. The College retains the right, at its discretion, to exclude selected classes. Registration for discounted classes will be accepted the day before the class begins, on a space available basis, after the minimum enrollment for the class is met.**

#### 12.3 Summer Camps

Employee, spouse, and dependent children **through the calendar year in which they turn 23** years of age may participate in the summer camps at the College at one-half (1/2) of the fee charged for the camp.

## **12.4 Tuition Reimbursement**

**At the successful completion of any probationary period, the College shall extend tuition reimbursement for studies relevant to the position held by the employee for three courses (3) not to exceed twelve (12) credit hours per fiscal year to those regular Lodge employees having an Associate degree for undergraduate courses successfully completed leading to a Baccalaureate degree in a regular program and for those having a Baccalaureate degree for graduate courses successfully completed leading to a Master's degree in a regular program. Any regular Lodge employee concurrently matriculated in a Baccalaureate degree program and a Master's degree program shall be eligible for tuition reimbursement for three (3) courses not to exceed twelve (12) credits per fiscal year at the undergraduate or graduate level or in combination thereof upon successful completion of such courses. The school must be accredited by the regional accrediting agency recognized on the Commission of Higher Education Accreditation list. The employee shall provide course by course NACES equivalency certification for programs that do not award credits for coursework and for courses from foreign educational institutions.**

**The bargaining unit member must be an active pay status to be eligible for tuition reimbursement. Reimbursement shall be actual cost not to exceed State University rates and at the discretion and upon prior approval of the College. Such approval shall not be arbitrarily or capriciously withheld.**

Verification of course completion must be submitted within one (1) year of the start of the class for which reimbursement has been approved.

## **12.5 Insurance**

**Effective May 22, 2010, newly hired employees represented by the Lodge will meet the College's definition of full-time employees, which is thirty-five (35) hours per week, in order to be eligible to receive health benefits coverage (medical,**



**including prescription, and dental). The College and the FOP will work jointly to reduce insurance benefit costs. The insurance program shall include the following:**

The insurance benefit program for regular **full-time** employees shall include:

**A. Medical Insurance**

As provided by the State Educators Health Benefits Plan (SEHBP) or other provider offering substantially equivalent coverage, as determined by the College. Eligibility dates shall be consistent with the SEHBP, presently after two (2) months of employment.

**B. Medical Premium**

**Employees will contribute toward the cost of health plan premiums, which amount shall be inclusive of any employee contribution set forth and /or required by State law. Effective July 1, 2011, the employee contribution shall be in accordance with P.L. 2011, Chapter 78.**

**C. Insurance Coverage**

Employees who do not provide the required notice of reduced coverage eligibility within 60 days of the event that reduces the coverage eligibility **as defined by the State Educator's Health Benefits Plan** will be billed for the excess cost of the higher coverage. (Ex. Family coverage to Employee and Child after divorce; Family coverage to Employee and Spouse after children exceed coverage age).

**D. Short-term Disability Insurance**

Short-term Disability insurance will compensate at the rate of seventy (70%) percent of the weekly wage of the employee to a maximum of \$750 per week. Also see 12.5G. **Initial eligibility is after 90 calendar days of full-time employment.**

## **Dental Insurance**

There will be an annual deductible of \$100 for **employee** and \$200 for **spouse/civil union partner, employee & dependents** or family coverage and maximum yearly benefit per person will be \$1,500. A cap of \$582 per employee, per year, for family coverage will be provided by the College. The College reserves and retains the right to change insurance carrier with no change in the level of dental coverage.

## **12.6 Leave of Absence**

Regular employees may be granted leaves of absence as follows. Where indicated herein, prior approval of the immediate supervisor shall be required before an employee shall enter a leave status.

Employees shall be granted full salary increases for leaves of absence not to exceed one (1) year except that Military Service leaves exceeding one year will be in accordance with the law. Maximum leave time limitations are as defined below and will include time away from the job in either a paid or unpaid status. Accrued time off will be used before status changes to unpaid except that sick time may be used only for illness or child care leave. Family leave entitlements will run concurrently with these leaves, as permitted by law.

If an employee indicates a **desire** to return to employment before the expiration date of a leave, the employee shall forward a written request to the Dean, Human Resources, three (3) weeks in advance of the anticipated return date. Approval for early return shall be made only if the position is then available. Otherwise, the original expiration date shall apply.

### **A. Personal Leave**

Regular employees, after having secured prior approval of their supervisors, may use not more than five (5) days with pay for personal purposes that cannot be attended except when the employee is scheduled to be at work. Such use shall include the

observance of religious holidays but shall not include days immediately before, or after, a scheduled College holiday or for vacation or recreation purposes. Eligibility begins **after the initial probationary period** and shall not be available during any probationary period. **Within the fiscal year in which the initial 90 calendar day probationary period ends, employees shall be entitled to a prorated number of personal days, calculated from the date ending the probationary period.** There shall be no accumulation attached to this privilege. At the sole and discretionary option of the College, validation by the employee may be required.

### **B. Sick Leave**

Regular employees shall accrue sick leave with pay at the rate of one and one quarter (1 1/4) days per month worked and may accumulate sick leave without limit. At the sole and discretionary option of the College, an employee may be required to validate sick leave by presenting a physician's certification. When required to do so, the failure of an employee to present a physician's certification shall result in denial of the sick leave by the College. Employees must notify the Chief of Police or his designee not later than two (2) hours before the beginning of the scheduled shift when the employee shall be absent due to illness.

### **C. Bereavement Leave**

Regular employees may use up to three (3) days with pay for bereavement leave upon the occasion of death in their immediate families including parents, siblings, spouse, children, foster parents, foster children, step-parents, step-children, parents-in-law, grandparents, great-grandparents, or any person or relative domiciled in the residence of the employee. Additional days, if needed, may be charged to sick leave **and/or personal days**. On the occasion of death of any relative or friend not cited above, one (1) working day with pay may be used for bereavement. Eligibility shall begin on the first day of

employment. At the sole and discretionary option of the College, validation by the bereaved employee may be required.

#### **D. Jury Duty**

Regular employees who are summoned for jury duty shall receive their regular straight-time wages while serving as juror. A copy of the order to jury duty shall be presented to the immediate supervisor before such leave is entered upon. Eligibility shall begin on the first day of employment.

#### **E. Annual Military Training Leave**

**Military Leave shall be in accordance with applicable NJ State and US Federal Law. See <http://www.dol.gov/compliance/laws/comp-userra.htm>**

#### **F. Leave for Military Service**

**Military Leave shall be in accordance with New Jersey State and United States Federal Law. See <http://www.dol.gov/compliance/laws/comp-userra.htm>**

#### **G. Short-Term Disability Leave**

Short-term Disability leave is available upon medically approved certification from the insurance carrier for a period of disability of up to twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15<sup>th</sup>) day of disability or at the expiration of all accrued sick time, whichever is later. Initial eligibility is after 90 calendar days of full time employment. Also see 12.4D.

#### **H. Maternity**

Maternity related disability will be treated as any other disability, in accordance with the law, when in the absence of pregnancy or maternity, the employee would have been on the College payroll. (See Short-Term Disability Leave, above at 12.5 G)

### **Child Care Leave for Employees with Less than One (1) Continuous Year of Service**

A regular employee with less than one (1) year of continuous service may be entitled to a maximum of nine (9) continuous weeks of child care leave, commencing upon a date specified by an attending physician or determined by the process of adoption as certified by agency, institution, or court of law. No fringe benefits shall be paid by the College while the employee is in an unpaid status. Eligibility shall begin after ninety (90) **calendar** days.

### **J. Child Care Leave for Employees with One (1) or More Continuous Years of Service**

A regular employee who has completed one (1) year of continuous full-time service may be granted a maternity related disability and child care leave of absence for a maximum period of one (1) year. Fringe benefits shall continue to be paid by the College for any portion of an unpaid leave covered by **NJ State and federal leave**.

### **K. Family Leave**

FMLA covered leaves of absence for other than child rearing and **disability related** maternity (addressed above) will be run concurrent with time off provisions and will be provided in accordance with the **NJ State and federal laws**.

### **L. Special Purpose Leave**

Upon application by a member of the bargaining unit, the Board of Trustees in its discretion may grant a leave of absence without pay for up to one (1) year. The application shall **first** be submitted to the **employee's** supervisory **chain of command**.

## **M. Worker's Compensation**

The College agrees to follow State statute as prescribed in 18A:30-2.1, and any amendments thereto, regarding worker's compensation.

## ARTICLE 13

### SPECIAL ALLOWANCES

- 13.1 The College agrees to reimburse employees who are required to use their private vehicles for official business at the rate determined by the IRS including reimbursement for tolls, which are accompanied by receipts. Approved mass transit expenses that are required for official business, which are accompanied by receipts, will be reimbursed by the College.
- 13.2 The College agrees to pay a lodging allowance at a rate preapproved prior to travel when an employee is required by the College to be away from home overnight. The College also agrees to pay not more than \$17 per day for meals when an employee is required by the College to be away from home. All claims for payment of items under these provisions shall be accompanied by receipts, which verify the expenditures that are claimed.
- 13.3 The College agrees to pay a meal allowance of \$15 whenever an employee is required to work two (2) or more hours beyond his or her normal shift. The College shall provide an additional meal allowance not exceeding seven dollars and fifty cents (\$7.50) for each additional four (4) hours thereafter. **All claims for payment of the meal allowance must be based on the actual cost of food purchased for a meal as a result of the additional hours worked. The College, in its sole discretion, retains the right to require meal expenditure receipts for meal reimbursement.**

## ARTICLE 14

### VACATION

- 14.1 Vacation leave with pay shall be earned by regular employees according to the following schedule:
- A. Up to five (5) years of service with the College; five-sixths ( $5/6$ ) of a day per month worked up to a maximum of ten (10) days per year.
  - B. Over five (5) years but not exceeding ten (10) years of service with the College; one and one quarter ( $1 \frac{1}{4}$ ) days per month worked up to a maximum of fifteen (15) days per year.
  - C. Over ten (10) years of service with the College; one and two thirds ( $1 \frac{2}{3}$ ) days per month worked up to a maximum of twenty (20) days per year.
- 14.2 Accrual of vacation leave starts upon employment; however, no vacation time shall be taken until 90 **calendar** days from the date of employment or 90 **calendar** days after graduation from the Police Academy, whichever is later, and no vacation time may be taken during any subsequent probationary period.
- 14.3 Each July 1 regular employees **hired prior to May 22, 2010** shall be eligible to carry forward an accrued amount of vacation leave equal to two (2) years entitlement. **Employees hired on or after May 22, 2010 shall be eligible to carry forward vacation leave equal to one (1) year entitlement.** Leave in excess of the **maximum amount noted above** shall be forfeited each June 30. **Upon separation or retirement, the accrued leave paid will be limited to the two or one year entitlements based on the date of hire as previously described.**
- 14.4 Prior approval from the Chief of Police is required for all vacation use. Generally, vacation requests for consecutive days that exceed the vacation allowance earned in a year will not be approved.

14.5 Insofar as it shall be possible, the College will offer regular employees their choice of vacation times. Vacation schedules shall be prepared by the supervisor subject to approval of the appropriate officer of the College.

Whenever two (2) or more employees in the same classification wish to take vacation at the same time, the schedule shall be determined by the Chief of Police. If an employee's absence shall seriously hamper the workflow of the department, the employee may be asked to reschedule vacation to accommodate the workload of the department.

14.6 When the College can permit employees to take vacation at a certain period and two (2) or more employees in the same area simultaneously request the same vacation time, seniority shall determine the schedule to the extent possible. Employees with greater seniority may not bump less senior employees with previously approved vacation time.

14.7 The College shall permit, subject to its manpower requirements as it deems essential to maintaining its operation, employees to utilize vacation days subject to the vacation leave provisions of the contract between the holidays of Christmas and New Year's Day.

## ARTICLE 15

### PAYROLL DEDUCTIONS

15.1 The College agrees in accordance with appropriate law to provide for PERS or PFRS supplemental and/or tax-sheltered annuities and to provide First Financial Federal Credit Union **and other College authorized program** deductions for employees who properly authorize the College to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966.

15.2 The College agrees to deduct from employees' wages the dues uniformly required by the Lodge as said employees individually and voluntarily authorize the College to deduct. Such deductions



shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9 (e), and under rules established by the law. Said monies, together with current records of any correction, shall be transmitted to such person as may from time to time be designated by the Lodge.

15.3 The Lodge shall certify to the College, in writing, the current rate of its membership dues and the members thereof. Any change in the rate of its membership dues shall be served upon the College by written notice thirty (30) days prior to the effective date of such change.

15.4 In accordance with State law, the College agrees to deduct an agency shop fee at the full eighty-five percent (85%) level.

## ARTICLE 16

### HOLIDAY SCHEDULE

16.1 The following days shall be observed as holidays. All regular employees shall be excused from work with the exception of certain job classifications and employees who shall be advised and scheduled for duty by their supervisors.

Independence Day  
Labor Day  
Thanksgiving Day  
December 24  
Christmas Day  
December 31  
New Year's Day  
Martin Luther King Day  
Memorial Day

**Due to class schedules, Brookdale Community College is open on Veteran's Day and President's Day. Since members are required to work on these days and other days during the December shutdown, they will be compensated with (3)**

**floating holidays to be taken within the fiscal year with at least one week's notice and prior approval by the supervisor. Approval will not be unreasonably withheld. Newly hired members must be actively at work/graduated from the Academy on Veteran's Day, President's Day, and during the December shutdown to accrue one (1) floating holiday for each time frame Unused floating holidays will not accumulate from one fiscal year to the next.**

- 16.2 In the event employees are scheduled to work on a holiday, every effort will be made to ensure that they receive adequate advance notice of the requirement to work. Such employees shall be paid at time and a half of base salary (regardless of whether the employee works forty (40) hours that week).
- 16.3 Whenever a holiday falls upon a day regularly scheduled as a day off for an employee, that same employee shall be granted a day off with pay during the work week or eight (8) hours of compensatory time off to be used at a mutually acceptable time.
- 16.4 A holiday provided for in this Article that falls on a Saturday shall be observed on the preceding Friday, and a holiday that falls on a Sunday shall be observed on the following Monday.

## ARTICLE 17

### GRIEVANCE PROCEDURE

#### 17.1 Definitions

- A. A "grievance" is a claim by an employee of the Lodge, based upon the interpretation, application, or violation of this Agreement, policies or administrative decision and practices affecting a bargaining unit member or members.
- B. An "aggrieved person" is the person or persons or the Lodge making the claim.

C. A "party of interest" is the person or persons making the claim and any person, including the Lodge or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

## 17.2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## 17.3 Procedure

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance must be initiated within thirty (30) working days from the time the employee or Lodge knew or should have known of its occurrence. Failure to comply within the time limits as specified above or as indicated below will, if failure on the part of the grievant, disallow the grievance, or if failure on the part of the College, allow the grievance to proceed to the next step.

### A. Informal - Step One

An employee with a grievance shall first discuss it with the immediate superior within the thirty (30) days, either directly or through the Lodge's designated representative, with the objective of resolving the matter informally. Nothing in this procedure shall be interpreted to mean that employees cannot discuss their concerns on an informal basis without initiating the grievance procedure.

### B. Formal - Step Two

If the aggrieved person is not satisfied with the disposition of

the grievance at Step One, a written grievance will be provided to the supervisor, identifying the issue, the contract violation, and the relief requested. If no decision has been rendered within five (5) working days after the grievance was delivered, or if the aggrieved person is not satisfied with the response, he/she may, within five (5) working days request in writing that the grievance be advanced to Step Three.

#### C. Formal -Step Three

The grievance shall be heard by the Executive Vice President or designee (copy to Dean, Human Resources), within five (5) working days and shall render a decision within five (5) working days of the hearing.

#### D. Arbitration

1. If the aggrieved person is not satisfied with the disposition of the grievance rendered at level three (Executive Vice President's level), or if no decision has been rendered within five (5) working days, he/she may request in writing that the Lodge submit the grievance to arbitration. If the Lodge determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt by the aggrieved person.
2. The Lodge shall request a list of arbitrators from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Commission in the selection of an arbitrator.
3. The arbitrator so selected shall confer with the representatives of the Board and the Lodge and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in

writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Lodge and shall be binding upon the parties.

4. The following shall not be submissible to arbitration: the failure or refusal of the Board to renew the contract of an employee; failure to receive a promotion; or other contractual provisions, which by their terms are not submissible to arbitration.
5. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Lodge. Any other expenses incurred shall be paid by the party incurring same.

#### 17.4 Rights to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by him or herself, or, at his/her option, by a representative selected or approved by the Lodge. When a Fraternal Order of Police member is not represented by the Lodge, the Lodge shall have the right to be present and to state its views at all stages of the grievance procedure.

#### 17.5 Group Grievance

If, in the judgment of the Lodge a grievance affects a group or class of Fraternal Order of Police members, the Lodge may submit such grievance in writing to the Executive Vice President directly with a copy to the Dean of Human Resources, and then proceed to Step III. The Lodge may process such a grievance through all steps of the grievance procedure even though the aggrieved person does not wish to do so.

## 17.6 Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

## 17.7 Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Lodge, or any other participant in the grievance procedure by reason of such participation.

## 17.8 Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file on any of the participants.

# ARTICLE 18

## CLASSIFICATION AND COMPENSATION SCHEDULE

**18.1** The classifications and compensation established for Police Officers and Sergeants for the duration of this Agreement, beginning July 1, 2011 and ending June 30, 2015, shall be as noted below. Movement through the classifications shall be accompanied by a minimum "Meets Standards" evaluation and employment as follows:

### **Movement:**

Recruit to Probationary PO	with NJPTC Certification or upon successful completion of the Police Academy
Probationary PO to Police 1	July 1 after 10 or more months of employment

Police Officer 1 through	July 1 after one (1) year in Senior Police Officer the previous classification
Sergeant to Senior Sergeant	July 1 after five (5) years in the Sergeant classification

**Compensation:**

	2011-12	2012-13	2013-14	2014-15
Percent Increase:	0%	1.5%	1.5%	1.5%

**Classification: Compensation for Lodge members hired  
after October 18, 2012:**

<b>Recruit</b>	<b>32,000.00</b>
<b>Prob. Police Officer</b>	<b>34,627.72</b>
<b>Police Officer 1</b>	<b>37,255.44</b>
<b>Police Officer 2</b>	<b>39,883.16</b>
<b>Police Officer 3</b>	<b>42,510.88</b>
<b>Police Officer 4</b>	<b>45,138.60</b>
<b>Police Officer 5</b>	<b>47,766.32</b>
<b>Police Officer 6</b>	<b>50,394.04</b>
<b>Police Officer 7</b>	<b>53,021.76</b>
<b>Police Officer 8</b>	<b>55,649.48</b>
<b>Police Officer 9</b>	<b>58,277.20</b>
<b>Senior Police Officer</b>	<b>60,904.88</b>
<b>Sergeant</b>	<b>67,911.64</b>
<b>Senior Sergeant</b>	<b>73,301.45</b>

18.2 Employees, upon initial hiring, shall be assigned to the minimum rate for the classification; however, the College shall have the discretionary right to hire new employees above the minimum as follows: up to 5% above the minimum for each year of comparable police officer experience to a maximum of five (5) years credit.

- 18.3 All Police Officers shall be graduates of police academies recognized by the State of New Jersey and approved by the Chief of Police.
- 18.4 An employee who is regularly assigned to the second shift (4 PM to 12 Midnight) shall be entitled to a differential of forty (40) cents per hour for each hour worked. An employee who is regularly assigned to the third shift (12 Midnight to 8 AM) shall be entitled to a differential of fifty (50) cents per hour for each hour worked.
- 18.5 A commissioned officer, who has completed an Associate degree in Criminal Justice, shall receive an annual stipend of five hundred dollars (\$500); commissioned officers with a Baccalaureate degree in Criminal Justice or a related law enforcement field, as determined by the College, will receive an annual stipend of seven hundred and fifty dollars (\$750).
- 18.6 No wage shall be increased beyond the maximum of each classification for the effective periods established by this Agreement, except as provided by Article 18.4.
- 18.7 An annual stipend of \$1,000 will be given to police officers possessing an EMT certification. Effective 1/1/08 this provision will begin to accrue on the first day reporting to work following completion of the academy for police officers. This stipend will not be added to the annual base salary and will be paid retroactively in semi-annual installments on or about June 30 and December 31 for documented Certifications held in the previous six (6) months.
- 18.8 On June 30<sup>th</sup> of the **third** year of the collective bargaining agreement, employees who achieve 10 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$300; employees who achieve 15 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$400; employees who achieve 20 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$500. It is understood



that these payments are not cumulative; in other words, employees shall be entitled to either \$300, \$400 or \$500. These payments shall be pro-rated for part-time employees.

## ARTICLE 19

### FIREARMS TRAINING

- 19.1 Commissioned Officers shall be required to qualify at an approved Police firearms range in accordance with applicable statutes.
- 19.2 Firearms and ammunition necessary for target practice and firearms range qualification shall be furnished by the College upon the approval and at the discretion of the Chief of Police.

ARTICLE 20

DURATION OF AGREEMENT

20.1 This Agreement shall be effective **July 1, 2011** and shall continue in effect until **June 30, 2015**.

20.2 During the period of this Agreement, the College agrees that there shall be no lockout, or the equivalent, of members of the Lodge. The Lodge and its members agree there shall be no strike, or the equivalent, it being the desire of both parties to provide uninterrupted and continuous service to the students and public.

20.3 Should an unauthorized strike or equivalent action by the members of the Lodge occur, the Lodge shall instruct its member to return to work immediately. If they do not report, the members who are involved in the action shall be docked an amount equal to a full day's salary for each day or part thereof, they fail to comply and withhold services.

20.4 The College agrees that it shall not bring any damages against the Lodge and its officers for any unauthorized strike or equivalent

action, provided there is evidence of good faith effort on the part of the Lodge leadership to immediately direct the striking members to return to work.

IN WITNESS HEREOF, the parties hereto have caused these present to be signed by their duly authorized officers on the **27<sup>th</sup> day of September, 2012**.

BROOKDALE  
COMMUNITY COLLEGE  
BOARD OF TRUSTEES

BROOKDALE COMMUNITY  
COLLEGE FRATERNAL  
ORDER OF POLICE  
LODGE #79

For the College  
Matthew Giacobbe, Esq. 1/s  
Dr. James Sulton 1/s  
Patricia Sensi 1/s

For the F.O.P  
Christopher Morgan 1/s  
Danny Schick 1/s

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