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**RUTGERS**  
**THE STATE UNIVERSITY OF NEW JERSEY**

**AND**

**FRATERNAL ORDER**  
**OF**  
**POLICE**  
**LODGES # 54, 61, 62**

**July 1, 1979—June 30, 1981**

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## AGREEMENT

This Agreement is made and entered into this thirteenth day of May, 1980 by and between Rutgers, the State University, an educational instrumentality of the State of New Jersey (hereinafter called "Rutgers") and the Fraternal Order of Police Lodges #54, #61, and #62 (hereinafter called F.O.P.).

### ARTICLE 1 - PURPOSE

Rutgers and the F.O.P. have entered into this Agreement for the purpose of establishing conditions under which officers, as hereinafter defined, shall be employed to work for Rutgers and procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and insuring harmonious relations, cooperation and understanding between Rutgers and its officers.

### ARTICLE 2 - RECOGNITION

1. Rutgers recognizes the F.O.P. as the sole and exclusive bargaining agent of its officers as herein defined.

2. The terms "officer" and "officers" as used herein shall include all full-time employees, employed as "University Police Officers," "University Police Sergeants" and "Detectives" by Rutgers in the State of New Jersey; but excluding probationary employees and all supervisors as defined in the New Jersey Employer-Employee Relations Act.

### ARTICLE 3 - UNION SECURITY

Rutgers agrees to deduct F.O.P. dues bi-weekly from each officer, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. Each officer may cancel such written authorization giving written notice of such cancellation to Rutgers and the F.O.P. only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly F.O.P. dues shall be in such an amount as may be certified to Rutgers by the F.O.P. from time to time, and at least thirty (30) days prior to the date on which deductions of F.O.P. dues is to be made. Deductions of F.O.P. dues made pursuant hereto shall be remitted by Rutgers to the F.O.P. every four (4) weeks together with a list of the names of officers from whose pay such deductions were made.

#### ARTICLE 4 - UNION REPRESENTATIVES

1. Authorized representatives of the F.O.P., who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers, the F.O.P. representatives shall make their presence and destination known to the Office of Employee Relations or the Division Head, or his representative responsible for the area to be visited.

2. Rutgers agrees to recognize the maximum of three (3) committeemen selected by the F.O.P., one committeeman for each campus of Rutgers at New Brunswick, Camden and Newark, and one spokesperson selected by the F.O.P. The F.O.P. agrees to give Rutgers written notice of the names of the committeemen and their respective areas of responsibility. A committeeman shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an officer who has a grievance and to discuss the grievance with the appropriate supervisor. The F.O.P. spokesperson or designated representative shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss, and adjust grievances with Rutgers, provided the spokesperson or designated representative is an employee of Rutgers. Neither a committeeman nor the F.O.P. spokesperson or designated representative shall leave his/her work station without first obtaining the permission of the appropriate supervisor, which permission shall not be unreasonably withheld. When a designated representative is appointed to represent the F.O.P. spokesperson, the F.O.P. shall advise the Office of Employee Relations of the name of the person so appointed and the duration of such appointment.

3. Rutgers agrees to permit authorized representatives of the F.O.P. employed by Rutgers to take time off without loss of pay for the purpose of attending F.O.P. conventions, conferences, and educational classes in an amount not to exceed ten (10) days per year during the period of this Agreement. Permission for such time off must be obtained from Rutgers. Such permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing to the Office of Employee Relations.

#### ARTICLE 5 - POLICE OFFICER'S BILL OF RIGHTS

1. No officer shall be discharged, suspended or disciplined except for just cause. Before an officer is suspended for a period in excess of five (5) days, involuntarily demoted, or terminated, the University Police Department shall conduct an interview with the officer at which time the officer will be informed of the reasons for the interview and the officer may respond.

2. Reasons for discipline shall be put in writing and Rutgers shall provide a copy of any written reprimand, notice of suspension, involuntary demotion or termination to the officer and the F.O.P. In cases of suspension, the length of the suspension will be stated in the notice.

3. In the case of any disciplinary action, the sole right and remedy under this Agreement shall be to file a grievance through and in accordance with the grievance procedure.

4. An officer being formally questioned by the Hearing Board investigating an alleged violation of the Weapons Policy shall be entitled to have F.O.P. representation during such questioning.

5. An officer being formally questioned after investigation of a complaint arising outside the University Police Department shall be entitled to have F.O.P. representation during such questioning. The officer will be informed of the nature of the investigation and of the name of the complainant before such questioning commences. The officer's official record will carry a notation of the ultimate disposition of such investigations.

6. When a written complaint or a derogatory memo against an officer is to be placed in his/her personnel file, the officer will be given a copy of the document.

7. If an officer is under arrest while within the jurisdiction of the University Police Department he/she shall be entitled to the same rights as those of any other citizen. In such case, after charges have been served, the officer shall have the option of requesting the presence of an F.O.P. representative before being subject to interrogation.

8. If a University Hearing Board outside the jurisdiction of the University Police Department convenes a hearing to investigate charges against an officer, and the officer is called to appear to answer questions, the following will apply:

- a) Rutgers shall issue a notice to all parties involved stating the time and place of the hearing and the charges.

- b) The Officer will be given the opportunity to present evidence and argument with respect to the issue.
- c) The Officer shall have the opportunity to cross-examine witnesses and submit rebuttal evidence.
- d) The Officer may be accompanied by his/her F.O.P. representative.

#### ARTICLE 6 - UNION/MANAGEMENT CONFERENCES

A Union/Management Conference is a meeting between the F.O.P., the Office of Employee Relations, and such other representatives of Rutgers as appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, shall take place at a mutually convenient time and place and may be attended by no more than three F.O.P. Representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such a meeting. International Representatives of the F.O.P. may attend such meetings. Agreements reached at Union/Management Conferences will be reduced to writing.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application, or claimed violation of any provision of this Agreement, or of any Rutgers policy or any administrative decision relating to wages, hours or other terms or conditions of employment of the officers as defined herein.

2. Any grievance of an officer, or of the F.O.P., shall be handled in the following manner:

##### Step 1

An officer having a grievance shall present the grievance in writing within ten (10) working days after the occurrence of the event or the knowledge of the event out of which the grievance arises to the lowest level of supervision that is appropriate to the grievance. The officer may be accompanied by a committeeman at the meeting that may be held to attempt to adjust the grievance, such meeting to be held within two (2) days of the submission of the written grievance. Supervision shall give his/her answer in writing within four (4) days of receipt of the written grievance.

## Step 2

If the officer and/or F.O.P. is dissatisfied with the decision, the written grievance may be presented to the Chief of the University Police Department or other appropriate official within three (3) working days of the receipt of such decision. The Chief of the University Police Department or other appropriate official shall meet with the officer and/or F.O.P. representative(s) within five (5) working days following receipt of the grievance and shall render a written decision to the officer or his/her representative within three (3) working days of the date of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Employee Relations and to the President of the F.O.P.

## Step 3

If the officer and/or F.O.P. is dissatisfied with the decision at Step 2, the written grievance may be presented in writing to the Office of Employee Relations within three (3) working days of receipt of the Step 2 decision; with a copy to the Step 2 level of authority. The Office of Employee Relations shall arrange for a meeting with the officer and F.O.P. representative(s) within five (5) working days of receipt of the grievance. When an individual has been selected as a 3rd step hearing officer, that person shall not meet with any of the principals in the grievance with regard to the subject matter of the grievance until the grievance hearing is formally convened.

A written decision shall be rendered by the Office of Employee Relations within five (5) working days of such meeting. A general grievance, one that may affect all or a group of officers, may be presented by the F.O.P. at Step 3 instead of Step 1.

## Step 4

If the F.O.P. is not satisfied with the decision at Step 3, the F.O.P. may, within ten (10) working days after the receipt of the written decision of the third step Hearing Officer, submit the grievance to binding arbitration. If Rutgers and the F.O.P. agree that the grievance shall be heard by a tri-partite panel, one member of that panel shall be designated by Rutgers, one by the F.O.P., and the third will be selected jointly by Rutgers and F.O.P.



Rutgers and the F.O.P. agree th. the arbitrator to be chosen jointly shall be selected by petitioning the New Jersey State Mediation Board to provide a list of ad hoc arbitrators from its panel of experts in public employment dispute settlement from which the neutral arbitrator shall be selected in accordance with the rules and procedures of the State Mediation Board. Each party shall be responsible for its costs including any expenses of its designee. Each party will pay one-half the fee(s) of the arbitrator.

3. Saturdays, Sundays, and holidays shall not be considered working days in computing the time limits provided for above. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon Rutgers, the F.O.P. and the officer or officers involved.

4. An officer shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other officers during regular working hours at any step of the grievance procedure, such officers shall not lose pay for such time.

5. In the event of the discharge for cause of any officer, Rutgers shall promptly give written notice of the discharge to the committeeman responsible for the campus on which the discharged officer had been employed, and attempt to give telephone notice to the President of the F.O.P.

#### ARTICLE 8 - NONDISCRIMINATION

There shall be no discrimination by Rutgers or the F.O.P. against any officer or applicant for employment because of race, creed, color, sex, religion, marital status, nationality or membership or nonmembership in the F.O.P.

#### ARTICLE 9 - SENIORITY

1. All officers shall be considered as probationary employees for the first ninety (90) calendar days of their employment in the unit. Probationary employees may be disciplined or terminated at any time at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of Article 7, Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their

employment in the unit. In the event that two (2) or more officers commence their employment on the same date, continuous prior departmental service, continuous prior University service, and the alphabetical order of their last names, in that order, shall be used to determine their seniority with regard to each other.

2. Seniority for the purpose of this article shall be based upon an officer's continuous length of service in the unit covered by the Agreement.

3. The Office of Employee Relations shall maintain a seniority list of officers, a copy of which shall be furnished to the F.O.P. The Office of Employee Relations also shall furnish to the F.O.P. copies of the monthly reports reflecting changes in the seniority list.

4. An officer's seniority shall cease and his/her employee status shall terminate for any of the following reasons:

- a) Resignation or retirement;
- b) Discharge for cause;
- c) Continuous layoff for a period exceeding six (6) months;
- d) Failure of the recalled officer to notify the University in writing within seven (7) calendar days of receipt of notification of recall that he intends to accept such offer of reemployment. An employee accepting such an offer of reemployment must return to active service within fourteen (14) calendar days of such notice of reemployment unless a later date is agreed to by Rutgers. Written notice of recall to work shall be sent by Rutgers' by certified mail, return receipt requested, to the officer's last known address as shown on Rutgers personnel records;
- e) Failure to report for work for a period of three (3) consecutive scheduled working days without subsequent notification to Rutgers of a justifiable excuse for such absence;
- f) Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless failure to return to work is excused by Rutgers, and such excuse shall not unreasonably be withheld by Rutgers.

5. When Rutgers decides to reduce the number of officers in any particular job title, the officer or officers in such job title with the least seniority shall be laid off. Officers so laid off shall not be entitled to displace any other officer during layoff which persists for two (2) calendar weeks or less, or during a holiday shutdown, whichever is longer. In the

event that a layoff persists beyond two (2) calendar weeks or beyond the period of a holiday shutdown, whichever is longer, any officer so laid off from a particular job title may displace the officer with the least seniority in any lower rated rank, provided that he/she has the requisite qualifications and ability to perform the work available. Any officer exercising his/her right to displace another officer with less seniority in any lower rated rank shall be paid at the rate of such job.

6. Officers shall be recalled to work from layoff in order of their seniority provided that they have the requisite qualifications and ability to perform the work available.

#### ARTICLE 10 - OUT OF TITLE WORK

1. When an officer is temporarily transferred to work in another job title within the bargaining unit, such assignment may be made without regard to seniority or the posting/promotion clause of this Agreement for periods up to 30 days unless mutually extended by Rutgers and the F.O.P. If after 30 days, an extension period has not been agreed upon, the officer shall revert to his permanent rank and job function.

2. When Rutgers assigns an officer to temporarily work in another job title, the officer upon completion of the fifth (5th) continuous working day, shall be entitled to receive extra pay for the period of temporary assignment retroactively to the first day of the temporary assignment, the rate of pay being equal to one unit of increase in his/her range as appropriate for that time period. It is understood that Rutgers will not rotate a temporarily assigned officer for the purpose of avoiding compensation to the officer under this provision. When an officer fulfills such temporary assignment, it shall be noted by preparing a memorandum outlining the assignment and filing the memorandum in the officer's personnel file.

3. When an officer is temporarily assigned to work in another title not within the bargaining unit, the compensation provision in (2) above will apply.

#### ARTICLE 11 - POSTING AND PROMOTION

1. A permanent job opening which represents a promotional opportunity in the unit shall be posted on appropriate bulletin boards for a period of fifteen (15) working days. Copies of such postings shall be furnished to the F.O.P. Secretary when such postings commence. Probationary officers are ineligible to bid for permanent job openings.

The posting shall contain the following information: a brief description of the position; qualifications required; location; shift and days off where applicable; salary range; and procedure to be followed by officers interested in making application.

2. Upon promotion, an officer shall be informed of his/her new rate of pay.

3. An officer who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate his/her seniority as provided for in this Agreement for a period of one (1) year from the date of the promotion or transfer, during which period of time the officer may be returned to work in a position within the unit comparable to the one which he/she held at the time of his/her promotion or transfer.

#### ARTICLE 12 - VACATION

Regularly appointed full-time officers are first eligible for vacation upon completion of the fiscal year during which they are employed; vacation is accrued on the basis of one day for each full month during that period. The vacation rate thereafter is:

one through 12 years' service	- 15 working days
13 through 20 years' service	- 20 working days
Over 20 years' service	- 25 working days

The allowance earned in one fiscal year must be used before the end of the following fiscal year or it is forfeited, except that, if it is mutually agreed between the officer and his supervisor that the pressure of work or special circumstances make it difficult for the officer to use his/her current vacation allowance, then a maximum of one year's vacation allowance may be carried forward into the next succeeding year. However, an officer may not expect to combine the entire vacation allowance from two fiscal years unless the supervisor and officer mutually agree to such an extended vacation.

If an officer becomes ill during five (5) or more of his/her vacation days, that portion of his/her vacation during which he/she was ill may be converted from vacation time to sick leave provided that:

1. He/she was hospitalized during his/her vacation period; or
2. He/she was under a doctor's care for illness other than a chronic condition during the course of his/her vacation.

In order to be eligible for such conversion of vacation to paid sick leave, the officer must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in the immediate family while an officer is on vacation, bereavement time may also be charged to bereavement leave.

Upon separation, an officer shall be entitled to payment for his/her accrued vacation allowance. Such allowance shall include any unused vacation earned in the previous fiscal year plus the amount of vacation earned in the fiscal year when separation occurs.

All regular full-time officers originally hired on a full-time voucher basis will have their vacation eligibility computed from their original date of hire.

#### ARTICLE 13 - SICK LEAVE

Sick leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather) residing in the officer's household who is seriously ill, or for exposure to contagious disease.

Sick leave days are earned at the rate of fifteen (15) days per fiscal year (1-1/4 days per month). During the first fiscal year of employment, sick leave days will be earned at the rate of one day for each full month of service except that fifteen (15) days shall be earned for the first fiscal year for officers appointed on July 1st.

Unused sick leave is cumulative.

Officers who use more sick leave than accumulated will have their pay adjusted accordingly.

Officers are expected to notify their respective headquarters, preferably by telephone, as early as possible at the beginning of the workday on which a sick leave day is used and to keep their headquarters adequately informed should the absence extend beyond one day.

An officer shall be required to submit a medical certificate when the officer's absence record shows a pattern of apparent abuse or of excessive use of sick leave. When Rutgers directs an officer to have a physical examination Rutgers will pay the cost of the examination.

After retirement officers are eligible for a payment of one-half of their accumulated earned but unused sick leave credited to the officer in the records of the University in conformity with the rules and regulations governing such provisions.

#### ARTICLE 14 - DISABILITIES RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, for all job related purposes are to be considered short term disabilities incurred by members of the bargaining unit.

#### ARTICLE 15 - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day plus two additional personal holidays to be selected by the officer with the approval of the supervisor. In the event the University requires an officer to work on a previously scheduled personal holiday, the officer will be compensated in the same manner as for any other holiday worked. Rules for the use of this additional holiday will be governed by those applicable to Administrative Leave. When any of the fixed holidays falls on a Sunday, the following Monday is observed in lieu of the holiday.

In addition, four additional holidays will be annually determined by Rutgers.

#### ARTICLE 16 - ADMINISTRATIVE LEAVE

Full-time officers shall be granted three (3) days administrative leave at the beginning of each fiscal year. Officers hired after the beginning of the fiscal year shall be granted a half (1/2) day administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three days.

Officers appointed to a 10-month basis shall be granted administrative leave on the same basis except the maximum shall be 2-1/2 days per year. Administrative leave for part-time officers shall be prorated in accordance with the length of their workweek.

Administrative Leave shall be granted by Rutgers upon request of the officer and shall be scheduled in advance provided the request can be granted without interference with the proper discharge of the work in the work unit involved.

Administrative Leave may be used for religious observances or days of celebration, personal affairs, business, and emergencies. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies; (2) observances of religious days or days of celebration, but not holidays; (3) personal business; (4) other personal affairs. If there is still conflict, the matter will be resolved on the basis of seniority within the work unit.

Administrative Leave may be scheduled in half-day units; 1/2 day, 1 day, 1-1/2 days.

Such leave shall not be cumulative. Unused balances in any year shall be cancelled.

#### ARTICLE 17 - BEREAVEMENT LEAVE

An officer who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather, or any relative of the officer residing in the officer's household) may charge up to three days for such absence to bereavement leave. However, in the event that a funeral of a member of the immediate family is held at some distant location and the officer will attend, an exception to the above may be requested by the officer to provide for up to five days of absence to be charged to bereavement leave.

Officers are eligible to receive one day of bereavement leave for attendance at the funeral of the officer's mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild.

#### ARTICLE 18 - MILITARY LEAVE

Any full-time regularly appointed officer who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a leave of absence with pay for the usual prescribed training period not to exceed fifteen (15) working days per year. Such leave shall not be charged against vacation time.

The officer must give the supervisor a two (2) week advance notice of such leave and must present to the supervisor a copy of the official governmental orders authorizing the military training.

#### ARTICLE 19 - LABOR-MANAGEMENT RELATIONS SEMINARS

Officers may be given permission to attend without loss of pay labor-management relations seminars when the subject matter is deemed to be of benefit both to the F.O.P. and Rutgers. Such permission shall not be unreasonably withheld.

#### ARTICLE 20 - TIME OFF WITH PAY TO ATTEND OFFICERS' FUNERALS

The President or his/her designee shall be granted time off without loss of pay to a maximum of two days in each year to attend the funeral(s) of police officers killed in the line of duty who served in communities adjacent to the Rutgers campuses.

#### ARTICLE 21 - SALARY

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement:



I. 1979-80

Effective January 1, 1980, the salary scale for Police Officers will be determined by the number of full years of service in the bargaining unit as of January 1, 1980. The salary for those with (a) less than two years will be \$12,500; (b) for those with two but less than three years will be \$13,900; (c) for those with three but less than four years will be \$15,300; (d) for those with four but less than five years will be \$16,700; (e) for those with five or more years \$17,400.

Effective January 1, 1980, the salary scale for Sergeants and Detectives will be determined by the step on which they were as of December 31, 1979. The salary for those at (a) step one will be \$14,600; (b) for those at step two will be \$15,400; (c) for those at step three will be \$16,200; (d) for those at step four will be \$17,000; (e) for those at step five will be \$17,800; (f) for those at step six will be \$18,600; (g) for those at steps seven or eight will be \$19,400.

In addition, officer's covered by this Agreement and on the payroll as of January 1, 1980 will receive a cash payment of \$50 to be paid on July 3, 1980.

II. 1980-81

Effective July 1, 1980, each Police Officer in categories (a) through (d) in I. above will receive a salary increase of \$700. Effective January 1, 1981, each Police Officer in categories (a) through (e) in I. above will receive a salary increase of \$600.

Effective July 1, 1980, each Sergeant and Detective in categories (a) through (f) in I. above will receive a salary increase of \$800. Effective January 1, 1981, each Sergeant and Detective in categories (a) through (g) in I. above will receive a salary increase of \$700.

In addition, officer's covered by this Agreement and on the payroll as of July 1, 1980 will receive a cash payment of \$75 to be paid on the first pay date in December 1980.

New Employees

Employees entering the unit after January 1, 1980 will receive a salary of \$12,500. During the term of this Agreement, they will be eligible for an increase of \$700 at the end of six months of employment and an increase of \$600 at the end of an additional six month period of employment within the limits of this Agreement.

Promotion Within the Unit:

When an officer receives a promotion within the negotiating unit the following table will be used to determine promotional compensation:

<u>PROMOTION from POLICE OFFICER to SERGEANT or DETECTIVE</u>			
<u>January 1, 1980 to <del>December 31, 1980</del> <sup>June 30, 1981</sup></u>		<u>January 1, 1981 to <del>December 31, 1981</del> <sup>June 30, 1981</sup></u>	
<u>If</u> <u>Police Officers</u> <u>Salary is</u>	<u>then Salary</u> <u>Sergeant/Detective</u> <u>would be</u>	<u>If</u> <u>Police Officers</u> <u>Salary is</u>	<u>then Salary</u> <u>Sergeant/Detective</u> <u>would be</u>
12500	14600*	13200	14500*
13200	14600*	13800	14500
13900	14600	14500	15300
14600	15400	15200	16100
15300	16200	15900	16900
16000	17000	16600	17700
16700	17800	17300	18500
17400	18600	18000	19300

Promotion shall not affect the award of increases in II. above except in the salaries marked (\*). In these cases, the next scheduled salary increase will be delayed for six (6) months beyond the date it would normally have been earned.

ARTICLE 22 - OVERTIME

Overtime requested and authorized by the University Police Department shall be compensated at time and one half for hours worked in excess of 40 hours in the workweek.

The following types of overtime assignments shall be compensated at a flat rate as indicated:

All athletic events	All non-Rutgers sponsored events
All concerts	Decal sales and security
All dances	Bookstore security

Patrolmen - \$ 9.50 per hr. (7/1/79-6/30/80)	\$10.00 per hr. (7/1/80-6/30/81)
Sergeants - \$10.50 per hr. (7/1/79-6/30/80)	\$11.00 per hr. (7/1/80-6/30/81)
Detectives - \$10.50 per hr. (7/1/79-6/30/80)	\$11.00 per hr. (7/1/80-6/30/81)

Rutgers will insofar as possible provide an equal opportunity for overtime work and shall maintain an overtime log for this purpose which shall be available to the F.O.P. for review.

Officers covered by this Agreement will be assigned to appropriate work in connection with University sponsored events to the extent they are available prior to employing non-Rutgers personnel.

In the event that there are insufficient number of officers willing to cover a given overtime assignment, then Rutgers may assign the necessary number of officers to cover the assignment.

ARTICLE 23 - CALL BACK

Call Back

Any officer called back to work after he/she has completed his/her regular workshift and has left his/her place of work, shall be guaranteed a minimum of four hours pay. Such officer shall be required to work all hours which are required by his/her supervisor. If the officer elects to leave before the end of the four hours, and the supervisor approves, the officer will be paid only for the time actually worked.

#### ARTICLE 24 - STAND-BY

Officers are not normally expected to stand by. However, under exceptional circumstances they may be requested to leave a telephone number where they can be reached.

Officers who have occasional commitments which make it difficult for them to stand by may so notify the officer in charge. In the event of a call back, to the extent possible, officers who have not given such notice will be called back first.

#### ARTICLE 25 - ON CALL

Officers who are regularly scheduled to be "on-call" to receive communications from the University Police Department shall be compensated at the rate of \$90 per quarter.

#### ARTICLE 26 - TRAVEL

All officers traveling on behalf of the University on official business, including authorized training sessions, at the explicit direction of Rutgers, shall be covered by the travel regulations set forth in the University Regulations, Procedures, and Forms Usage Manual.

#### ARTICLE 27 - COURT APPEARANCES

When an officer is required to appear as a witness before any court, judicial or quasi-judicial body or agency in connection with the responsibilities related to official duties, he/she shall be compensated for such time. If the above off-duty appearance is less than four hours and if the employee desires to complete a four-hour assignment, he/she shall report to headquarters to fulfill the duty assigned.

The officer shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances.

## ARTICLE 28 - UNIFORMS

1. Rutgers will supply uniforms to officers and replace and repair items that are worn or damaged in line of duty. Initial alterations and insignia placement will be provided by Rutgers.

2. During each fiscal year of this Agreement, each officer shall receive a uniform maintenance allowance of \$100.00 per year, payable quarterly.

## ARTICLE 29 - WORKERS' COMPENSATION

An officer injured in the course of his/her employment must immediately seek medical attention from the nearest University-appointed physician. Locations of the University-appointed physicians are as follows;

1. College Avenue Campus - Hurtado Health Center, Bishop Place.
2. Busch/Kilmer Campuses - Busch Livingston Health Center, Hospital and Rockefeller Roads.
3. Douglass/Cook Campuses - Willets Health Center, Jameson Campus, Suydam Street.
4. Newark Campus - Student Health Center, 53 Washington Street.
5. Camden Campus - Student Health Center, 429 Cooper Street.

In the event of a medical emergency or an off-campus injury to the officer while on duty, the officer must go to a hospital and immediately notify the appropriate University police headquarters. Any officer may be treated by a physician of his own choice provided he understands that the cost is his. In most instances medical insurance plans will not reimburse him/her. Student Health physicians may refer a patient to a specialist or other physician. In these instances the University will pay all charges.

The University agrees to maintain an officer at full salary for a period of up to 13 weeks for an authorized disability when the officer is disabled in the course of employment. Salary continuance for compensable disability does not affect sick leave or vacation accrual.

If at the end of the 13-week period, an officer is still disabled, he/she may elect to continue on full salary by using sick leave available, or may elect to go on leave of absence without salary and receive the statutory Workers' Compensation benefit.

#### ARTICLE 30 - HEALTH BENEFITS\*

1. Officers and their eligible dependents shall continue to be enrolled in the New Jersey State Health Benefits Program which includes Blue Cross-Blue Shield, Rider J provisions and Major Medical.

Administrative rules are established by the Division of Pensions and Rutgers.

2. Officers and their eligible dependents, where eligible under Health Maintenance Organizations rules and regulations, shall continue to be offered the option of HMO coverage rather than health coverage under #1.

3. During the life of the Agreement, full time officers and eligible dependents shall be eligible for participation in the eye care program.

This program provides for up to a \$20 payment for prescription eyeglasses with regular lenses and up to a \$25 payment for such glasses with bifocal lenses. Each eligible officer and dependent may receive only one payment during the two-year period this Agreement is in effect.

4. During the term of this Agreement full time employees and eligible dependents shall continue to be eligible to participate in the dental care program established by the State.

5. The Prescription Drug Program will continue for the term of this Agreement.

#### ARTICLE 31 - RETIREMENT\*

Officers shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations. In accord with these rules and regulations, officers are eligible to retire after twenty-five (25) years of membership service upon reaching age fifty-five (55) with no penalty.

\*for information only

Should there be changes made in this part by legislation during the term of this Agreement, all such changes appropriate to members of this negotiating unit shall be made and effected in accordance with the provisions of such legislation.

Administrative rules are established by the Division of Pensions and Rutgers.

#### ARTICLE 32 - EDUCATIONAL BENEFIT

An officer who is enrolled in University classes may be given permission to change his/her duty tour with another officer provided that no overtime or meal allowance accrues to either officer as a result of the change.

#### ARTICLE 33 - CHANGE IN WORK SHIFTS

Prior to effecting a change in the regular starting time of work shifts, Rutgers shall discuss such change and the need for such change with the representatives of the F.O.P. unless emergency situations make such notice and prior discussion impractical. Rutgers shall notify the President or Representative of the F.O.P. when such actions are to take place.

#### ARTICLE 34 - EXCHANGE OF DUTY TOURS

Officers may be given permission to exchange tours of duty provided no overtime accrues to either officer and provided no meal allowance need be paid.

#### ARTICLE 35 - SHIFT PREFERENCE

When a special duty position becomes available within a particular job classification, notice of that position will be posted for a period of one (1) week. Officers who wish to be considered for the position should make a request for consideration in writing to the appropriate supervisor. Such requests shall be considered before an appointment is made.

When an officer desires a change in squad assignment, he/she shall put such request in writing to the University Police Department for consideration.

#### ARTICLE 36 - SAFETY COMMITTEE

Rutgers and the F.O.P. shall establish jointly a standing committee to discuss mutual problems concerning officer health and safety. The committee shall meet bi-monthly. Immediate safety problems shall be reported to the Department of Radiation & Environmental Health & Safety and to the Safety Committee.

#### ARTICLE 37 - MEDICAL TRANSPORTS

Except in cases of emergency, officers will not be required to transport handicapped persons or persons known to have a communicable disease. Officers will be provided with training in the proper procedures for handling mental patients.

#### ARTICLE 38 - SERVICE RECORDS

The Service Record maintained at the University Police Department shall be the official record. Each officer who wishes to inspect his/her record may do so on his/her own time during normal office hours by prearrangement.

The officer may copy statements contained in the file, at his/her own expense, and may have an F.O.P. representative present provided the representative is on his/her own time.

All officers shall have access to their file maintained at the Division of Personnel. Request for review of such record shall be made in writing to the Division of Personnel and such review shall be during regular office hours.

When an officer's record is free from any discipline for a period of eighteen (18) months, any letters of reprimand contained in the officer's file shall be deemed to be removed.

#### ARTICLE 39 - MUTUAL AID

Officers while rendering aid to another community at the direction of their superiors shall be fully covered by the Workers' Compensation and Liability Insurance and Pension as provided by the University and the State.



Rutgers shall not assign officers covered by this Agreement to work under the jurisdiction of communities whose Police Officers are engaged in a job action. This will not preclude the use of personnel of Rutgers Police Department from assisting another community when so requested by another community to perform vital emergency functions.

#### ARTICLE 40 - UNIVERSITY PROCEDURES

Rutgers and the F.O.P. agree that officers shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the bargaining unit provided for in the University procedures even though not specifically provided for herein.

#### ARTICLE 41 - MISCELLANEOUS

1. Rutgers shall provide a bulletin board, space on a bulletin board or space for a bulletin board for posting by F.O.P. representatives of notices related to official F.O.P. matters. Such space shall be provided for at each of the division headquarters (Camden, Newark, New Brunswick). The F.O.P. agrees that notices posted on such bulletin boards shall not contain political or controversial material or any material not related to official F.O.P. business.

2. Rutgers may from time to time, establish and issue reasonable rules and regulations concerning the work to be performed by and the conduct of its officers, including a discipline code, and it shall apply and enforce such rules and regulations fairly and equitably. These rules and regulations shall not be inconsistent with the terms of this Agreement. Departmental regulations and discipline code shall be published in a manual and in that form, distributed to all officers. Changes to the manual shall be by means of an addendum.

3. Officers who are required to work for more than ten (10) consecutive hours shall be eligible for one meal allowance in the amount of three dollars (\$3.00).

4. Rutgers and the F.O.P. agree to establish a committee, if necessary, to discuss Employee Performance Evaluation procedures.

5. Officers shall continue to have a paid lunch period to be determined by departmental policy.

6. The annual motor vehicle registration fee, for officers wishing to register their vehicles for the use of surface campus parking facilities, shall be 1/10th of 1% of the officer's annual base salary.

7. Officers shall perform duties associated with reading bulletin boards, taking notes of all alerts, and standing for shape-up inspection at the start of their tour of duty.

#### ARTICLE 42 - SEVERABILITY

Rutgers and the F.O.P. understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE 43 - TERM

The term of this Agreement is July 1, 1979 to June 30, 1981.

Date: May 21, 1980

RUTGERS, THE STATE UNIVERSITY

Betty S. Harris

Thomas M. Thompson

Christine Mowery

Robert H. Anderson

Robert T. Johns

\_\_\_\_\_

FRATERNAL ORDER OF POLICE

John Schenk

John Schenk

Lorelene

Kenneth Freeman

Sally Thomas

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INTERDEPARTMENTAL COMMUNICATION

OFFICE OF EMPLOYEE RELATIONS

June 12, 1980

To: Recipients of 1979-81 FOP-Primary Agreement

From: Betty S. Minor, Coordinator *BSM*  
Employee Relations

Subject: Error in Agreement

Please correct error on page 15; "Promotion from Police Officer to Sergeant or Detective," January 1, 1981 to December 30, 1981 should read January 1, 1981 to June 30, 1981.

BSM:mab