

9-0201

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN

BROOKDALE COMMUNITY COLLEGE

AND THE

BROOKDALE COMMUNITY COLLEGE POLICE DEPARTMENT

Brookdale Community College
765 Newman Springs Road
Lincroft, N. J. 07738

1978 - 1981

7/1/78 - 6/30/81

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DATE 1978

RUTGERS UNIVERSITY

1 PREAMBLE

2 This Agreement, effective the 1st day of July, 1978
3 is made by and between Brookdale Community College,
4 hereinafter referred to as the "College" and the Brookdale
5 Community College Police Department, an affiliate of the
6 Fraternal Order of Police, Lodge #79, hereinafter referred
7 to as the "Lodge".

8 The parties hereto agree with each other as follows:

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1 ARTICLE 1

2 RECOGNITION

3 1.1 The College recognizes the Lodge as the sole and exclusive bargaining representative
4 of certain full-time personnel assigned to the College Police Department including
5 Detective-Sergeant, Sergeant, and Police Officer, such titles being commissioned
6 officers, and also certain other titles so assigned, among them Probationary Officer
7 and Police Desk Clerk.

8 1.2 The following titles are excluded from representation by the Lodge:

- 9 1. Superior police officers including Lieutenant, Captain,
10 and Director, Safety & Security.
- 11 2. All others.

12 1.3 Whenever the College creates new positions that may be within the bargaining unit
13 as recognized, the College shall notify the Lodge of the same.

14 Whenever used hereinafter, the term "employee" shall mean and be construed only
15 as referring to those Detective-Sergeants, Sergeants, Police Officers, Probationary
16 Officers, and Police Desk Clerks, male and female, of Brookdale Community College
17 as covered by this Agreement.

1 ARTICLE 2

2 NEGOTIATION OF SUCCESSOR AGREEMENT

- 3 2.1 The parties agree to enter into collective negotiation over a successor agreement
4 in accordance with Chapter 123, Public Laws 1975, in a good faith effort to
5 reach agreement on matters concerning terms and conditions of employment in
6 the bargaining unit. Such negotiations shall begin not later than October 1 of
7 the calendar year prior to the year in which this present Agreement expires.
8 Any Agreement so negotiated shall be reduced to writing and submitted for
9 ratification to the College and the Lodge by their duly authorized representatives.
10 The Agreement, when ratified by the College and the Lodge, and signed by the
11 parties, shall be adopted by the College.
- 12 2.2 This Agreement shall not be modified in whole or in part except by an instrument
13 duly executed in writing by the College and the Lodge.

1 ARTICLE 3

2 COLLEGE AND LODGE RELATIONSHIP

3 3.1 The College, in accordance with applicable law and regulation, retains full
4 jurisdiction and authority over matters of policy and retains the right to relieve
5 employees from duties because of lack of work or other legitimate reasons in
6 order to efficiently maintain the grounds, facilities and equipage entrusted to
7 the College, and to determine the methods, means, and personnel by which its
8 operations are to be conducted, and, further, to take whatever actions deemed
9 necessary to enhance or protect the educational mission of the College.

10 3.2 The Lodge shall enjoy such rights as are accorded by this Agreement and law.

11 3.3 The College retains the right to hire, promote, transfer, discipline or discharge
12 employees for just cause which shall include, but not be limited to, incompetence,
13 gross personal misconduct, permanent physical or mental disability, neglect of
14 duty, gross insubordination, criminal acts, or conduct inconsistent with or contrary
15 to the commitment of the College. Disciplinary actions may include, but shall
16 not be limited to, letters of reprimand, periods of probation subject to periodic
17 evaluation at stated times, and suspension without pay as may be deemed appropriate
18 following a departmental hearing at which an employee may request that a representative
19 of the Lodge be present.

20 3.4 The College and the Lodge agree there shall be no discrimination, interference, restraint,
21 or coercion by either party against any employee because of membership in the Lodge or
22 for refusal to join the Lodge. The Lodge further agrees that it shall not unlawfully
23 coerce employees into membership.

- 1 3.5 The College agrees to furnish the Lodge, in response to formal requests of the Lodge,
2 public information pursuant to Chapter 73, Public Laws of 1963.
- 3 3.6 The College, upon formal request of the Lodge, and following approval of the
4 administration, shall permit the Lodge to use the facilities of the College for the
5 purpose of Lodge meetings. Such approval shall not be unreasonably withheld
6 and shall be in accordance with the rules and procedures of the College in force
7 at the time of the request. Furthermore, upon similar request and approval,
8 the Lodge shall be allowed the use of equipment of the College including typewriter,
9 mimeographs, duplicating machines, calculators and audio-visual equipment.
- 10 3.7 The Lodge agrees that its use of facilities shall be restricted to such times that do not
11 preempt the use of the requested facilities and equipment for instructional purposes
12 or usage by students or the College. The Lodge shall be liable for the cost of repairs
13 or damage, if incident to approved use by its membership of facilities and equipment.
14 The Lodge shall also pay for the uses of paper and supplies required by various
15 duplicating or reproduction processes at costs determined by the College.
- 16 3.8 The Lodge shall have access to the campus mail services for on-campus communication
17 purposes. The Lodge shall not post any items for mailing outside the campus locations
18 except when such items have the required postage affixed thereto.
- 19 3.9 The College shall furnish the Lodge bulletin board space in the Squad Room of the
20 the Police Headquarters Building which shall be for the exclusive use of Lodge and
21 posting of legitimate Lodge business.
- 22 3.10 The College and the Lodge agree to share equally the full cost of reproducing not more
23 than one hundred (100) copies of this Agreement in the print shop of the College.

1 3.11 Authorized representatives of the Fraternal Order of Police, who are not employees
2 of the College, shall be admitted to the premises of the College. Requests for
3 such visitation shall be submitted to the Director of Personnel and shall include
4 date and time. Such visitations shall not interfere with the orderly and routine
5 conduct of the duties of the members of the bargaining unit.

1 ARTICLE 4

2 WORKING CONDITIONS

- 3 4.1 The normal work week for Police Officers on shift assignment shall be five (5) days
4 in a seven (7) day period of Monday through Sunday and the days off shall be
5 consecutive. The normal work day shall consist of one eight (8) hour shift. In
6 cases of emergency as declared by the Captain or designee, shifts may extend beyond
7 the normal time as indicated above or off duty personnel may be called into work.
8 Such emergency condition will not be arbitrarily declared. The normal work week
9 for Detective Sergeant and other assigned staff will be forty (40) hours.
- 10 4.2 Starting times of shifts shall be established by the Captain or designee and shall be
11 based upon the operating needs of the department. The College retains the right
12 to change shifts as necessary provided that such change protects the efficient, safe,
13 and secure operation of the campus facilities.
- 14 4.3 Overtime compensation and the methods by which overtime payments are made
15 shall be consistent with the provisions of the Fair Labor Standards Act except that
16 illness shall be considered as time worked for purposes of computing overtime.
- 17 4.4 In the event of outside help being called in to work, each off-duty officer of the
18 bargaining unit must first have been asked to work the detail before the work is
19 given to an outside department, special officers, other personnel within the department,
20 or police cadets.
- 21 4.5 A Police Officer shall receive compensatory time at the rate of time and one-half
22 for training session and schools in lieu of monetary compensation.

1 ARTICLE 5

2 PROBATIONARY PERIODS

3 5.1 A new employee whose title is within the bargaining unit and not a commissioned
4 rank, shall be considered probationary for the first three (3) calendar months
5 following the first day of actual employment. During this probationary period, the
6 College may dismiss such probationary employees without regard to other provisions
7 of the grievance procedure hereinafter set forth.

8 5.2 A new employee, who is hired as a Probationary Officer, shall continue in a
9 probationary status for a period not to exceed three months following the date
10 upon which the commission of office has been awarded by the Board of Trustees.
11 During this probationary period, the College may dismiss such probationary employees
12 without regard to other provisions of this Agreement and shall not be subject to any
13 review whatsoever under provisions of the grievance procedure hereinafter set forth.

14 5.3 The College shall attempt to enroll Probationary Officers as soon as possible in
15 recognized police training academies which are approved by the Captain, Safety
16 and Security.

17 5.4 An employee whose status is that of Probationary Officer and, who upon attendance at
18 an approved police training academy fails to complete the training or to graduate therefrom,
19 shall be liable to immediate termination by the College. Upon termination, such employees
20 shall have no recourse to other provisions of the Agreement nor shall the termination be subject
21 to any review whatsoever under provisions of the grievance procedure hereinafter set forth.

1 5.5 Upon promotion or transfer to all titles except Police Officer, the first ninety
2 (90) days shall be a period of probation and performance evaluation. An employee
3 who successfully completes the probation shall be known as a regular employee in
4 the job classification.

5 5.6 Upon promotion or transfer to all titles except Police Officer, an employee may
6 voluntarily elect to be returned to the classification formerly occupied at any
7 time within the first ninety (90) days after promotion or transfer.

1 6.6 Each newly appointed Police Officer shall be outfitted at a date not later
2 than the date of commissioning.

1 ARTICLE 7

2 PROMOTION AND TRANSFER

3 7.1 In its sole and absolute discretion, the College may promote a regular employee
4 to a higher job classification for which the employee has been recommended by
5 the supervisor with the approval of the Vice President, Administrative Services,
6 and the President. The College will attempt to fill Detective-Sergeant, and Sergeant
7 vacancies from within the bargaining unit when such employees are found eligible and
8 qualified by the College.

9 7.2 A regular employee, who is promoted, shall be entitled to the minimum rate of the
10 job classification or a five (5) percent wage increase, which ever is higher, while
11 rendering satisfactory performance in that job classification.

12 7.3 A regular employee assigned temporarily to a higher job classification shall receive
13 the minimum rate of that job classification or a five (5) percent wage increase, which-
14 ever is higher, for the duration of that assignment. Such temporary assignment shall
15 not exceed ninety (90) days in the case of a vacant position except when the assignment
16 is to replace a member of the unit on approved leave including disability and who,
17 furthermore, retains rights to the position for the duration of the leave.

18 7.4 In its sole and absolute discretion, the College may transfer a regular employee to an
19 equated job classification within the unit in order to maintain the efficient, safe
20 and secure operation of the instructional program and facilities.

1 ARTICLE 8

2 SENIORITY

3 8.1 Seniority shall be defined as an employee's total length of service with the College
4 beginning with the date of hire. Upon successful completion of the initial probationary
5 period, service seniority shall accumulate from the date of hire until there is a break
6 in services.

7 8.2 An employee shall be considered to have job classification seniority upon successful
8 completion of the probationary period for that job. Job classification seniority shall
9 accumulate until there is a break in service.

10 8.3 A break in continuous service occurs when an employee resigns, is discharged for
11 cause, retires, or is laid off.

12 8.4 An employee, who is recalled after a period of layoff, shall be considered to have
13 retroactive and continuing seniority upon the effective date of return to work.

14 8.5 The College shall maintain a seniority roster.

1 ARTICLE 9

2 REDUCTION IN FORCE

- 3 9.1 The College retains within its sole and absolute discretion, the right to lay off employees.
- 4 9.2 Regular employees within a job classification shall not be laid off before any probationary,
5 temporary or permanent part-time employees serving within the same job classification.
- 6 9.3 The College shall provide, as a minimum, two (2) weeks notice of impending layoff to
7 any regular employee affected.
- 8 9.4 Job classification seniority shall be the determining factor to be considered in determining
9 which regular employees shall be laid off. If job classification seniority is equal, then
10 length of service with the College shall be determining.
- 11 9.5 An employee on layoff shall accrue no sick leave nor vacation leave. An employee
12 who is recalled from layoff shall be considered to have continuing service for the
13 computation of future earned vacation.
- 14 9.6 A regular employee who is recalled must respond within five (5) calendar days of the
15 date of receipt of the notice of recall, or within ten (10) calendar days of the mailing,
16 or be considered to have abandoned recall rights and resigned.
- 17 9.7 A regular employee who is recalled and who has complied with provisions of 9.6 above,
18 must report to work on the day and time specified or be considered to have resigned.
- 19 9.8 A regular employee recalled to a job classification at a salary rate lower than the job
20 classification held prior to layoff may refuse such recall and remain eligible for recall
21 to the formerly occupied and higher rated job classification for the period provided by
22 this Article,

1 **ARTICLE 10**

2 **RECALL**

3 **10.1** The name of the regular employee who is laid off shall be placed on a special re-
4 employment list for the job classification of the employee. No new employee shall
5 be hired for that job classification until all employees on layoff in the classification
6 desiring to return to work shall have been recalled provided such employees on
7 layoff are capable of returning to work and performing the duties required in the
8 job classification. The preferential list shall be in effect for one (1) year from
9 the effective date of layoff.

10 **10.2** Regular employees shall be recalled to work in the reverse order of layoff.

11 **10.3** A regular employee on layoff shall provide the College with any change of
12 address while awaiting recall. Notice of recall shall be made in writing by certified
13 mail to the last record of the employee's address.

1 ARTICLE 11

2 PERFORMANCE EVALUATION

3 11.1 Regular employees shall be evaluated annually during the month of May unless as a
4 supervisor may find need for a performance evaluation.

5 11.2 The purpose of performance evaluation shall be to assess the quality of an individual's
6 performance and when required to offer corrective and helpful remedies to improve
7 performance which is below the acceptable standard.

8 11.3 Performance evaluation will be based upon observable behavior and demonstrable
9 productivity related to functional responsibilities delineated in the job description
10 for the title occupied by the employee.

11 11.4 Performance evaluations will be recorded on forms prepared for such purpose and a
12 copy will be filed in the personnel folder of each employee. Provisions shall be made
13 for the attachment of comments by the employee.

14 11.5 Performance evaluations will be conducted by the immediate supervisor of the employee.
15 Following a performance evaluation, the supervisor will hold an interview or personal
16 conference with the employee.

17 11.6 A regular employee, whose performance evaluation is not acceptable, shall be placed
18 upon probation by the College for a period not to exceed thirty (30) days. During the period
19 of probation, the regular employee shall be paid at the rate in effect at the date of
20 evaluation notwithstanding other provisions hereinafter contained. If at the expiration
21 of that period, the performance is not acceptable, the employee shall be terminated.

1 ARTICLE 12

2 FRINGE BENEFITS

3 12.1 Regular employees shall be permitted by the College to take not more than six (6)
4 credits of course work each term at the College for which tuition only shall be
5 waived; other fees and charges incident to the course shall be assumed by the
6 employee, it being further provided that the minimum enrollment for the course
7 has been met, and provided that at all times tuition students shall have priority of
8 enrollment in any course.

9 12.2 The College shall extend tuition reimbursement for six (6) credit hours per year to
10 those regular employees having an associate degree for undergraduate courses
11 successfully completed leading to a baccalaureate degree in a regular program and
12 for those having a baccalaureate degree for graduate courses successfully completed
13 leading to a master's degree in a regular program. Any regular employee, concurrently
14 matriculated in a baccalaureate degree program and a master's degree program shall be
15 eligible for tuition reimbursement for six (6) credits per year at the undergraduate or
16 graduate level or in combination thereof upon successful completion of such courses.
17 Reimbursement shall be at actual cost not to exceed State University rates and at the
18 discretion and upon prior approval of the College. Such approval shall not be arbitrarily
19 or capriciously withheld.

20 12.3 The insurance benefit program for regular employees shall include:

21 A. Blue Cross/Blue Shield with the coverage of the New Jersey Health Benefits
22 Plan plus Rider J for employee and eligible dependents or similar and equally
23 comprehensive coverage at the expense of the College. Eligibility shall be
24 after three (3) months of continuous employment.

1 B. Major Medical Insurance with a maximum benefit of \$20,000 for employees and
2 eligible dependents at the expense of the College. Eligibility shall be the first
3 day of a month after three (3) months of continuous employment.

4 C. Short Term Disability to compensate at the rate of seventy (70) percent of the
5 weekly wage of the employee to a maximum of \$250 per week for a period of
6 twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15th) day
7 of disability.

8 12.4 Regular employees may be granted leaves of absence as follows; where indicated,
9 prior approval of the immediate supervisor shall be required before an employee
10 shall enter a leave status:

11 A. Regular employees, after having secured prior approval of their supervisors, may
12 use not more than five (5) days with pay for personal purposes that cannot be
13 attended to except when the employee is scheduled to be at work. Such use
14 shall include the observance of religious holidays but shall not include days
15 immediately before, or after, a scheduled College holiday nor for vacation
16 or recreation purposes. Eligibility begins after ninety (90) days of continuous
17 employment and shall not be available during any probationary period. There
18 shall be no accumulation attached to this privilege. At the sole and discretionary
19 option of the College, validation by the employee may be required.

20 B. Regular employees shall accrue sick leave with pay at the rate of one and one
21 quarter ($1\frac{1}{4}$) days per month worked and may accumulate sick leave without limit.
22 At the sole and discretionary option of the College, an employee may be required
23 to validate sick leave by presenting a physicians certification. When required to
24 do so, the failure of an employee to present a physician's certification, shall
25 result in denial of the sick leave by the College.

- 1 C. Regular employees may use up to three (3) days with pay for bereavement leave
2 upon the occasion of death in their immediate families including parents, siblings,
3 spouse, children, foster parents, foster children, step-parents, step-children,
4 parents-in-law, grandparents, or any person or relative domiciled in the residence
5 of the employee. Additional days, if needed, may be charged to sick leave. On
6 the occasion of death of any relative or friend not cited above, one (1) working
7 day with pay may be used for bereavement. Eligibility shall begin on the first
8 day of employment. At the sole and discretionary option of the College, validation
9 by the bereaved employee may be required.
- 10 D. Regular employees who are summoned for jury duty, shall receive their regular
11 straight-time wages while serving as juror but shall be required to submit to the
12 College all monies received as compensation for jury service immediately upon
13 receiving such juror compensation. A copy of the order to jury duty shall be
14 presented to the immediate supervisor before such leave is entered upon. Eligibility
15 shall begin on the first day of employment.
- 16 E. Any regular employee, who is required to report for annual training by the Military
17 Reserve or National Guard shall retain the pay received for military service
18 according to N.J.S.A. 38:4-4 in addition to receiving wages from the College
19 during said period. A copy of military orders shall be presented to the College before
20 such military leave is entered upon. Eligibility begins upon employment and such
21 service shall not impair rights otherwise enjoyed by the employee while in the
22 continuous employment of the College.
- 23 F. Any regular employee who is drafted or recalled into the Armed Forces of the
24 United States shall be given a leave of absence without pay for the period of

1 time of the draft or recall to active service. Upon discharge or release from the
2 military, the employee will be entitled to re-employment in the same job
3 classification or equivalent at the salary and seniority which would have been
4 attained had not there been a draft or recall, providing that:

- 5 (1) The returning employee presents a certificate of satisfactory
6 completion of military services; and
7 (2) Application for re-instatement has been made within ninety
8 (90) days of the discharge, or release from military service or
9 from hospitalization continuing after discharge or release for a
10 period of not more than one (1) year; and
11 (3) Provided the employee is fully able to perform the duties of the
12 former position.

13 G. A regular employee may be entitled to a maximum of nine (9) continuous
14 weeks of child care without pay, commencing upon a date specified by an
15 attending physician or determined by the process of adoption as certified
16 by an agency, institution or court of law. No fringe benefits shall be
17 paid by the College while the employee is on a child care leave. Eligibility
18 shall begin after ninety (90) days.

19 H. Maternity shall be regarded as a temporary disability and a regular employee
20 shall be entitled to the considerations and benefits associated with a short term
21 disability under coverages stated above, for such periods, when in the absence
22 of pregnancy or maternity, the employee would have been on the College payroll.

1 **ARTICLE 13**

2 **SPECIAL ALLOWANCES**

3 **13.1** The College agrees to reimburse employees who are required to use their private
4 vehicles for official business at a rate equal to the highest rate established with
5 any other organized group of College employees. Such reimbursement shall be
6 at the rate of fifteen (15) cents per mile for the duration of this Agreement.

7 **13.2** The College agrees to pay not more than eighteen (18) dollars per night for
8 lodging when an employee is required by the College to be away from home over-
9 night. The College also agrees to pay not more than fourteen (14) dollars per
10 day for meals when an employee is required by the College to be away from home.
11 All claims for payments of items under these provisions shall be accompanied by
12 receipts which verify the expenditures which are claimed.

13 **13.3** The College agrees to provide dinner payment of not more than five (5) dollars for
14 an employee who is required to work at least two (2) hours beyond the normal
15 quitting time. The College shall provide an additional meal allowance not exceeding
16 five dollars for each additional four (4) hours worked thereafter. All claims for
17 payment of the meal allowance shall be accompanied by receipts which verify the
18 expenditures which are claimed.

1 **ARTICLE 14**

2 **VACATION**

3 **14.1** Vacation leave with pay shall be earned by regular employees according to the
4 following schedule:

5 **A.** Up to five (5) years of service with the College; five-sixths ($5/6$) of a
6 day per month worked up to a maximum of ten (10) days per year.

7 **B.** Over five (5) years, but not exceeding twelve (12) years of service
8 with the College; one and one quarter ($1\frac{1}{4}$) days per month worked up
9 to a maximum of fifteen (15) days per year.

10 **C.** Over twelve (12) years of service with the College; one and two thirds
11 ($1\frac{2}{3}$) day per month worked up to a maximum of twenty (20) days per
12 year.

13 **14.2** Accrual of vacation leave starts upon employment; however, no vacation leave
14 shall be taken during any probationary period.

15 **14.3** Each July 1 regular employees shall be eligible to carry forward an accrued
16 amount of vacation leave equal to two (2) years' entitlement. Leave in excess
17 of that amount shall be forfeited each June 30.

18 **14.4** No regular employee shall be scheduled to take more than the maximum vacation
19 allowance earned in a year at any one time except upon prior approval of the
20 Captain, Safety & Security.

21 **14.5** Insofar as it shall be possible, the College will offer regular employees their choice
22 of vacation times. During May of each year the Personnel Office shall prepare and
23 distribute a record of vacation time accrued. Vacation schedules shall be prepared

1 by the supervisor subject to approval of the appropriate Officer of the College.
2 Whenever two (2) or more employees in the same classification wish to vacation
3 at the same time, the schedule shall be determined by the Captain, Safety
4 Security. If an employee's absence shall seriously hamper the workflow of the
5 department, the employee may be asked to reschedule vacation to accommodate
6 the workload of the department.

1 **ARTICLE 15**

2 **PAYROLL DEDUCTIONS**

3 **15.1** The College agrees, in accordance with appropriate law, to provide for deduction
4 for PERS supplemental and/or tax-sheltered annuities and to provide MON-OC
5 Credit Union deductions for employees who properly authorize the College to
6 make such payroll deductions pursuant to Chapter 310, Public Laws of 1966.

7 **15.2** The College agrees to deduct from employees wages the dues uniformly required by
8 the Lodge as said employees individually and voluntarily authorize the College to
9 deduct. Such deductions shall be made in compliance with Chapter 233, Public
10 Laws of 1969 and under rules established by the State Department of Higher
11 Education. Said monies, together with current records of any correction, shall be
12 transmitted to such person as may from time to time be designated by the Lodge
13 by the 15th of each month following the monthly pay period in which deductions
14 were made. The person designated shall disburse such monies to the appropriate
15 designee of the Lodge.

16 **15.3** The Lodge shall certify to the College, in writing, the current rate of its
17 membership dues and the members thereof. Any change in the rate of its member-
18 ship dues shall be served upon the College by written notice 30 days prior to the
19 effective date of such change.

1 ARTICLE 16

2 HOLIDAY SCHEDULE

3 16.1 The following days shall be observed as holidays; all regular employees shall be
4 excused from work with the exception of certain job classifications and employees
5 who shall be advised and scheduled for duty by their supervisors:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The working day immediately preceding Christmas Day
Christmas Day
The working day immediately preceding New Year's Day
New Year's Day
Martin Luther King Day
Washington's Birthday
Memorial Day

6 16.2 Whenever an employee works a holiday, that same employee shall be granted a
7 day off with pay during the work week.

8 16.3 Whenever a holiday falls upon a day regularly scheduled as a day off for an employee,
9 that same employee shall be granted a day off with pay during the work week.

1 ARTICLE 17

2 GRIEVANCE PROCEDURE

3 17.1 A "grievance" shall be any difference of opinion, controversy or dispute arising
4 between the parties hereto relating to the alleged violation of interpretation or
5 application of any of the provisions of this Agreement, except that the termination
6 or discharge of a probationary employee shall not be subject to this grievance
7 procedure and such action may not be appealed hereunder.

8 17.2 A grievance to be considered in this procedure must be initiated by the employee
9 within thirty (30) working days from the time of the occurrence of the event causing
10 a grievance. Within that same thirty (30) day period the grievance procedure will
11 include an informal step before the grievance is admitted to the formal steps. The
12 informal level will be a hearing before the Captain, Safety & Security who shall
13 make note of the hearing and attempt a satisfactory resolution of the grievance.
14 All steps in the formal stage must be followed in order except when there is a
15 mutual determination by the parties to waive any formal step or steps, or to merge
16 given grievances in order to expedite the hearing of a matter at issue.

7 17.3 Step One

8 The grievance shall be discussed with the employee involved and the Lodge
9 representative with the Director of Personnel Services or a designated representative.

) The answer shall be in writing and made within three (3) working days by the
Director of Personnel to the employee with a copy to the Lodge.

Step Two

If the grievance is not settled through Step One, the same shall within five (5)
working days be reduced to writing by the Lodge and submit

1 President, Administrative Services or a designated representative, and the
2 answer to such grievance shall be made in writing to the Lodge, with a copy
3 to the employee, within five (5) working days of submission.

4 Step Three

5 If the grievance is not settled at Step Two, then the aggrieved employee and
6 the Lodge shall have the right within five (5) working days to submit his grievance
7 in writing to the President of the College, or a designated representative who
8 shall answer such grievance within seven (7) working days after submission in
9 writing to the Lodge with a copy to the employee.

10 17.4 Should an employee be laid off or discharged, he shall be entitled to a hearing,
11 starting with the second step above. If it is determined that the layoff or discharge
12 is in violation of the terms of this Agreement, the employee shall be restored to
13 his former position and status without loss of pay, unless there are mitigating
14 circumstances.

15 17.5 If the aggrieved person is not satisfied with the disposition of a grievance at Step
16 Three, within five (5) working days of the disposition at that step, the grievant
17 or the Lodge shall present written notice to the Director of Personnel Services of
18 an intention to submit the grievance to arbitration. The arbitrator shall be selected
19 from a panel requested from the Public Employment Relations Commission (PERC)
20 by the parties in accordance with the procedures of the Commission.

21 17.6 The arbitrator shall hear only the issues that are submitted and shall be limited
22 within terms and conditions of this Agreement and furthermore shall be without

1 authority or power to render any decision which requires the commission of an
2 act prohibited by law or which requires the violation of this Agreement and
3 shall not modify, add to, or subtract from any provision of this Agreement.

4 17.7 The decision of the arbitrator shall be served simultaneously upon the parties
5 not later than thirty (30) days from the date of the hearing or, if oral hearings
6 have been waived, then from the mutually agreed upon date when the final
7 statements and proofs on the issues are submitted to the arbitrator. The decision
8 of the arbitrator shall be binding.

9 17.8 The fees and costs incurred in connection with arbitration, including the services
10 of the arbitrator, per diem expenses of the arbitrator, if any, and actual and
11 necessary travel, subsistence expenses and any costs of the hearing room be
12 shared equally by the College and the Lodge.

13 17.9 When there is evidence or proof to support a claim by the Lodge that a grievance
14 affects a class of regular employees, the Lodge may initiate the grievance in
15 writing at Step II.

1 ARTICLE 18

2 CLASSIFICATION AND COMPENSATION SCHEDULE3 18.1 Effective July 1, 1978 the following CLASSIFICATION AND COMPENSATION

4 SCHEDULE is established:

<u>CLASSIFICATION</u>	<u>COMPENSATION</u>	
	<u>Minimum</u>	<u>Maximum</u>
Detective-Sergeant Sergeant	\$ 11,000	\$ 15,400
Police Officer	\$ 10,025	\$ 14,000
Probationary Officer	\$ 9,550	--
Police Desk Clerk	\$ 6,800	\$ 9,500

5 18.2 Effective July 1, 1979 the following CLASSIFICATION AND COMPENSATION

6 SCHEDULE is established:

<u>CLASSIFICATION</u>	<u>COMPENSATION</u>	
	<u>Minimum</u>	<u>Maximum</u>
Detective-Sergeant Sergeant	\$ 11,330	\$ 15,860
Police Officer	\$ 10,330	\$ 14,420
Probationary Officer	\$ 9,840	--
Police Desk Clerk	\$ 7,000	\$ 9,790

1 18.3 Effective July 1, 1980 the following CLASSIFICATION AND COMPENSATION
2 SCHEDULE is established:

<u>CLASSIFICATION</u>	<u>COMPENSATION</u>	
	<u>Minimum</u>	<u>Maximum</u>
Detective-Sergeant Sergeant	\$ 11,670	\$ 16,340
Police Officer	\$ 10,635	\$ 14,850
Probationary Officer	\$ 10,130	--
Police Desk Clerk	\$ 7,200	\$ 10,080

3 18.4 Employees, upon initial hiring, shall be assigned to the minimum rate for the
4 classification.

5 18.5 An employee, upon receiving a commission as Police Officer, shall be paid the
6 minimum rate of that classification.

7 18.6 All Police Officers shall be graduates of police academies recognized by the State
8 of New Jersey and approved by the Captain, Safety & Security.

9 18.7 A commissioned officer, who has completed or shall have completed the Associate
10 Degree in Criminal Justice, shall receive \$375 which shall be in addition to the
11 maximum for the classification.

12 18.8 Effective each July 1 for the duration of this Agreement, all employees except
13 Probationary Officers, shall be granted an increase according to the following schedule:

July 1, 1978	+ 7.0%
July 1, 1979	+ 6.5%
July 1, 1980	+ 5.0%

1 18.9 No wage shall be increased beyond the maximum of each classification for
2 the effective periods established by this Agreement, except as provided above
3 by Article 18.7.

1 **ARTICLE 19**

2 **FIREARMS TRAINING**

3 19.1 Commissioned officers shall be required to qualify at an approved police firearms
4 range in accordance with applicable statutes.

5 19.2 Firearms and ammunition necessary for target practice and firearms range qualification
6 shall be furnished by the College upon the approval and at the discretion of the
7 Captain, Safety & Security.

8 19.3 Commissioned officers shall be required to attend firearms safety classes conducted
9 quarterly by the Firearms Safety Officer whom the Captain, Safety & Security shall
10 appoint annually on July 1.

11 19.4 Commissioned officers may be allowed to attend appropriate firearms instructors
12 and training schools upon the option and at the discretion of the Captain, Safety
13 & Security and the approval of the College.

1 ARTICLE 20

2 DURATION OF AGREEMENT

3 20.1 This Agreement shall be effective July 1, 1978 and shall continue in effect
4 until June 30, 1981.

5 20.2 During the period of this Agreement, the College agrees that there shall be no
6 lockout, or the equivalent, of members of the Lodge. The Lodge and its members
7 agree there shall be no strike, or the equivalent, it being the desire of both
8 parties to provide uninterrupted and continuous service to the students and
9 public.

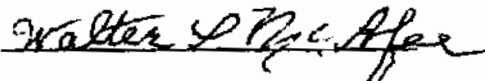
10 20.3 Should an unauthorized strike, or equivalent action by the members of the
11 Lodge occur, the Lodge shall immediately instruct its members to return to work
12 immediately. If they do not report, the members who are involved in the action
13 shall be docked an amount equal to a full day's salary for each day, or part
14 thereof, they fail to comply and withhold services.

15 20.4 The College agrees that it shall not bring any damage against the Lodge and its
16 officers for any unauthorized strike or equivalent action, provided there is evidence
17 of a good faith effort on the part of the Lodge leadership to immediately direct
18 the striking members to return to work.

IN WITNESS HEREOF, the parties hereo have caused these presents to
be signed by their duly authorized officers on the 24th day of

BOARD OF TRUSTEES
BROOKDALE
COMMUNITY COLLEGE:

BROOKDALE
COMMUNITY COLLEGE
POLICE DEPARTMENT



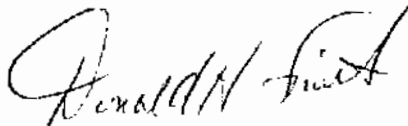
Walter S. McAfee, Chairman



Thomas W. McCabe, President
Lodge #79, F.O.P.

Attest:

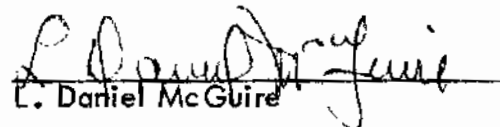
Attest:



Donald H. Smith
Secretary



William E. Sandford



L. Daniel McGuire

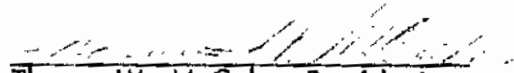
MEMORANDUM OF AGREEMENT

In the event that the Non-Academic Staff Association receives total cumulative salary increases over the three year period, vacations, holidays, leave allowances and insurance fringe benefits in excess of those stipulated herein, such provisions shall apply to and be considered part of this Agreement.

BOARD OF TRUSTEES
BROOKDALE
COMMUNITY COLLEGE:

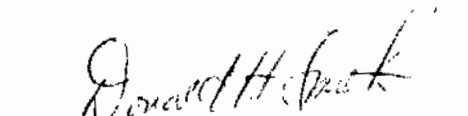
BROOKDALE
COMMUNITY COLLEGE
POLICE DEPARTMENT


Walter S. McAfee, Chairman

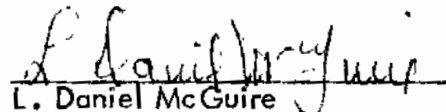

Thomas W. McCabe, President
Lodge #79, F.O.P.

Attest:

Attest:


Donald H. Smith
Secretary


William E. Sandford


L. Daniel McGuire