

AGREEMENT BETWEEN



and

FRATERNAL ORDER OF POLICE,
COMMAND OFFICERS ASSOCIATION

JULY 1, 1992 to JUNE 30, 1995

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AGREEMENT

This Agreement is made and entered into this 4th day of January, 1996 by and between RUTGERS, THE STATE UNIVERSITY of New Jersey, (hereinafter called "Rutgers") and the Fraternal Order of Police, Command Officers Association (hereinafter called the "Union") for the period July 1, 1992 to June 30, 1995.

ARTICLE 1 - PURPOSE

Rutgers and the Union 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.

ARTICLE 2 - RECOGNITION

Rutgers recognizes the Union as the sole and exclusive bargaining agent of its employees as herein defined. The term "officer" and "officers" as used herein shall include all full time officers employed as "Lieutenant" in the Rutgers Police Department but excluding probationary employees and all other employees.

ARTICLE 3 - UNION SECURITY

Rutgers agrees to deduct Union 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 Union only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly Union dues shall be in such an amount as may be certified to Rutgers by the Union from time to time, and at least thirty (30) days prior to the date on which deduction of Union dues is to be made. Deductions of Union dues made pursuant hereto shall be remitted by Rutgers to the Union 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 Union, who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers, the Union representatives shall make their presence and destination known to the Office of Employee Relations or the Division Head, or his/her representative responsible for the area to be visited.

2. Rutgers agrees to recognize one (1) representative or one (1) spokesperson selected by the Union. The Union agrees to give Rutgers written notice of the name of the representative or spokesperson. A representative or spokesperson of the Union 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 Union 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.

The Union representative or spokesperson shall not 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 or spokesperson is appointed to represent the Union, the Union 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 Union employed by Rutgers to take time off without loss of pay for the purpose of attending Union conventions, conferences, and educational classes in an amount not to exceed two (2) days per year during the period of this Agreement. 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 - RULES AND REGULATIONS

Rutgers may establish and issue reasonable rules and regulations concerning the work performed by, and the conduct of, its officers, 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, and Rutgers will make every reasonable effort to have prior discussion on those rules and regulations that may be of general interest or concern as provided for in Article 6.

ARTICLE 6 - MANAGEMENT-UNION CONFERENCES

A Management-Union Conference is a meeting between the Union, the Office of Employee Relations and such other representative 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 Union 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 Union may attend such meetings.

Any agreements reached during such Management-Union Conferences which result in a modification of the Agreement or a change in the conditions of employment of members of the unit will be reduced to writing and signed by the authorized representatives of Rutgers and the Union.

This is not to preclude employee/employer meetings to discuss mutual problems.

ARTICLE 7 - 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 or a superior officer investigating his/her 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 and address of the complainant, if known, before such questioning commences. Rutgers will make a reasonable effort to ascertain such address. 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 two copies of the document. The officer shall return one copy signed and dated for the file.
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 and/or by legal counsel. If the officer will be accompanied by legal counsel, the officer shall inform the Chief before the date of the hearing.

9. If an officer is instructed to write a supplementary report, solely because a complaint has been filed against the officer with respect to the incident being reported upon, the officer shall be so informed.

10. If an officer is being questioned about his/her work performance or conduct and if the officer has a reasonable belief that the answers to such questions will result in discipline, then the officer may request that an F.O.P. representative be present.

ARTICLE 8 - 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 the Union, 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 Supervisor shall, within two (2) working days arrange a meeting with the officer and shall attempt to adjust the grievance and shall have a written answer to the officer and Union within three (3) working days after the meeting. The officer may be accompanied by a Union representative at such meetings.

Step 2

If the officer and/or Union is dissatisfied with the decision, the written grievance may be presented to the next level of authority within three working days of the receipt of such decision. The Chief of the appropriate campus or other appropriate official shall meet with the officer and the Union representative (if the officer wishes such representation) within five (5) working days following receipt of the grievance and shall render a written decision to the officer and his/her representative within three (3) working days 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 Union.

Step 3

If the officer and/or Union 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 Union representative within five (5) working days of receipt of the grievance. A written decision shall be rendered by the Office of Employee Relations within five (5) working days of such meeting.

Step 4

If the Union is not satisfied with the decision at Step 3, the Union may, within ten (10) working days after the receipt of the written decision of the third step hearing officer, submit to the Office of Employee Relations written notice that the Union intends to refer the grievance to binding arbitration.

Rutgers and the Union agree that 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 Union and the officer or officers involved.

4. The grievant 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. An officer shall receive permission from his/her supervisor before taking time off from his/her regular duties for this purpose. Such permission will not be unreasonably withheld.

5. In the event of the discharge for cause of any officer, Rutgers shall promptly give written notice of the discharge to the Union President, and attempt to give telephone notice to the President or Executive Board member.

ARTICLE 9 - NONDISCRIMINATION

There shall be no discrimination by Rutgers or the Union against any officer or applicant for employment because of race, creed, color, sex, sexual orientation, religion, marital status, national origin, handicap, status as a Vietnam-era Veteran, disabled Veteran, or membership or nonmembership in the Union.

ARTICLE 10 - SENIORITY AND LAYOFF

1. All Officers shall be considered as probationary employees for the first six (6) months of their employment. Probationary employees shall not be entitled to utilize the provisions of Article 8 - Grievance Procedure. However, the provisions of this paragraph shall not apply to any lieutenant promoted from within the University Police Department.

2. Seniority for the purpose of layoff shall be based upon an officer's continuous length of service in the negotiations unit covered by the Agreement. Seniority units are:

Camden UPD
Newark UPD
New Brunswick UPD

3. The Office of Employee Relations shall maintain a seniority list of officers, a copy of which shall be furnished to the Union. The Office of Employee Relations also shall furnish to the Union, 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 laid-off officer to report for work either (i) on date

- specified in written notice of recall postmarked seven (7) or more calendar days prior to such date, or (ii) within three (3) working days after date specified in written notice of recall postmarked less than seven (7) calendar days prior to such date, unless return to work as herein provided is excused 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 within three (3) consecutive work days upon expiration of vacation, leave of absence or any renewal thereof unless prior approval has been granted by the Chief. Where the officer has a justifiable reason for failure to report back to work on time, approval will not be unreasonably withheld.
5. When Rutgers decides to lay off officers, the least senior in rank shall be the first to be laid off. Officers so laid off shall be recalled to work from layoff in order of their seniority provided they have the ability to perform the work available.
6.
 - a. Officers who are temporarily transferred to work in a higher job title may be so transferred without regard to seniority for periods up to thirty (30) working days, and for such additional periods of time as are mutually agreed upon between Rutgers and the Union.
 - b. When Rutgers assigns an officer to such temporary work for a period in excess of five (5) continuous working days, the officer shall thereafter be entitled to be paid, retroactively to the first day of his/her temporary assignment, the promotional rate of pay in the range of the job to which he/she is temporarily assigned.
 7. 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 time of his/her 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 11 - VACATION

Regularly appointed 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 (1) day for each full month during that period. The vacation rate thereafter is:

one through 5 years' service - 15 working days
5 through 19 years' service - 20 working days
20 years' or more - 25 working days

When an officer completes five (5) years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 1-2/3 days per full month of service.

When an officer completes 19 years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of two (2) days per full month of service.

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/her 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:

- a. He/she was hospitalized during his/her vacation period; or
- b. 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 employee is on vacation, funeral time may be charged to Funeral 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.

ARTICLE 12 - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day plus three (3) additional holidays to be selected by the officer with the approval of the supervisor and governed by rules applicable to Administrative Leave as provided for in Article 15.

In addition, four (4) additional holidays will be annually determined by Rutgers.

In the event that an officer is required to work on a holiday he/she shall be compensated at time-and-one-half, based on a 40-hour-workweek, for all hours worked.

ARTICLE 13 - FUNERAL LEAVE

An officer who is absent from work dues to the death in the immediate family (mother, father, spouse, child, foster child, grandchild, brother, sister, grandmother, grandfather, or any relative of the officer residing in the officer's household) may charge up to three (3) days for such absence to funeral 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 (5) days of absence to be charged to funeral leave.

Officers are eligible to receive one (1) day of funeral leave for attendance at the funeral of the officer's mother-in-law, father-in-law, son-in-law, or daughter-in-law.

ARTICLE 14 - 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 is earned as follows:

- a. One (1) day for each full fiscal month of service during the first fiscal year of service, except that 1-1/4 days for each full fiscal month of service are earned by employees appointed on July 1.
- b. Thereafter, sick leave days are earned at the rate of 1-1/4 days for each full fiscal month of service.

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 (1) day.

*After retirement, officers are eligible for a payment, up to \$15,000, 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 15 - 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 (3) 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 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 personal business, including emergencies and religious observances. 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) religious holidays; (3) personal matters. 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 16 - DISABILITIES RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extension,

* Statutory provision for information only.

accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above causes as they are applied to other short-term disabilities incurred by members of the bargaining unit.

ARTICLE 17 - MILITARY LEAVE

A regularly appointed full-time officer who is a member of the National Guard or reserve component of the Armed Forces of the United States shall be entitled to a leave of absence with pay for the usual prescribed period not to exceed fifteen (15) days per year. Such leave shall not be charged against vacation time.

An officer who is ordered for training duty for a period in excess of fifteen (15) days per year must submit a copy of the orders to the Division of Personnel Services for determination of eligibility for additional time.

An 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 18 - SALARIES

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purpose identified in this article for the full period of this Agreement, the following salary increases will be granted to officers in the unit during the term of this Agreement. In the event that the funding appropriated and allocated to the University by the State is not adequate for the specific purposes and periods identified in this article, the University shall give notification to the Union concerning the actions it intends to take, because of the inadequate funding, which will impact on the officers represented by the Union. If the Union, in response to the University's notification, elects to reopen negotiations on the salary program, the Union shall notify the University within fifteen days subsequent to such notification and negotiations will commence within twenty days.

Fiscal Year 1992-93

1. Eligible Lieutenants will receive an increment on the appropriate anniversary date.
2. Lieutenants who have been at the maximum step for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached the maximum step.

Fiscal Year 1993-94

1. Eligible Lieutenants will receive an increment on the appropriate anniversary date.

2. Effective October 1, 1993, there shall be a five percent (5%) increase across the board based on the July 1, 1991 salary schedule.

3. Effective January 1, 1994 the salary range for Lieutenant will be raised to Range 25. Lieutenants will be adjusted to this range by equalization.

4. Lieutenants who have been at the maximum step for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached the maximum step.

Fiscal Year 1994-95

1. Eligible Lieutenants will receive an increment on the appropriate anniversary date. Movement to the Senior Officer Step will also occur on the appropriate anniversary date.

2. Effective July 1, 1994, there shall be a six percent (6%) increase across the board based on the January 1, 1994 salary schedule.

ARTICLE 19 - OVERTIME, COMPENSATORY TIME, AND EXTRA PAY

1. Lieutenants shall not be paid overtime, except as set forth in the following paragraphs, until they have worked more than 45 hours in a workweek. Compensation for hours worked beyond 45 in a workweek may be hour for hour compensatory time off or in cash in accordance with paragraph 4 below.

2. A Lieutenant who is called back to work after he/she has completed his/her regular workshift and has left his/her place of work shall be compensated by compensatory time on an hour for hour basis or in cash in accordance with paragraph 4.

3. When a Lieutenant is required to appear during his/her off-duty time as a witness before a court in connection with responsibilities related to official duties, he/she shall be compensated by compensatory time on an hour for hour basis or in cash in accordance with paragraph 4.

4. A Lieutenant may request that compensation for hours worked as specified in paragraphs 1, 2, and 3 be given in either time or money. When it is feasible to do so, the request will be granted, however, compensatory time may be accumulated only up to a maximum of forty (40) hours in a fiscal year. Thereafter the compensation will be in cash. Both the compensatory time and the cash payments will be at a straight time rate based on a 40-hour-workweek.

5. Extra Pay:

The following assignments shall be compensated at time-and-one-half, based on a 40-hour-workweek:

Athletic events, concerts, lectures, dances & commencement

Special events not sponsored by the University

Special assignment such as parking registration and bookstore sales

When the University Police Department declares a state of emergency.

ARTICLE 20 - MEALS

Effective upon ratification, officers who are required to work for more than two hours beyond their regular shift shall be eligible for one meal allowance of \$5.50 provided the department has not provided a meal to the officer.

ARTICLE 21 - AUTOMOBILE MILEAGE

All officers traveling on behalf of the University on official business at the explicit direction of his/her superior, shall be paid for reasonable expenses incurred in such travel. When an officer is required to use his/her personal automobile on authorized Rutgers business, such use is reimbursable at the rate of 18 cents per mile, which amount will cover all related expenses. The officer must carry Automobile Liability Insurance with liability limits of at least 25/50/10. The cost of any physical damage to the vehicle is the sole responsibility of the owner. Any accident must be reported to the Rutgers Insurance Department.

ARTICLE 22 - ON CALL

Lieutenants who are regularly scheduled to be "on-call" to receive communications from the University Police Department shall be compensated at the rate of \$250 per quarter effective the quarter following ratification.

ARTICLE 23 - 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,
249 University Avenue.

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/her own choice provided he/she understands that the cost is his/hers. 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 up to thirteen (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 the Rutgers University Police Department determines that such temporary total disability was caused by a traumatic injury suffered in the performance of work which is uniquely police work, and the disability extends beyond thirteen (13) weeks, Rutgers will supplement the statutory payments for up to thirty-nine (39) additional weeks.

ARTICLE 24 - CHANGE IN WORK SHIFTS

Prior to effecting a major 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 Union unless emergency situations make such notice and prior discussion impractical. Rutgers shall notify the President or Representative of the Union when such actions are to take place.

ARTICLE 25 - MUTUAL AID

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

ARTICLE 26 - 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, and may have a Union representative present provided the representative is on his/her own

time.

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

ARTICLE 27 - UNIVERSITY PROCEDURES

Rutgers and the Union 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 28 - HEALTH BENEFITS*

1. During the term of this Agreement, full time officers and their eligible dependents shall be eligible to participate in the health benefits program as established by the State.

2. 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 \$35 payment for prescription eyeglasses with regular lenses and up to a \$40 payment for such glasses with bifocal lenses. Each eligible officer and dependent may receive only one payment during any two-year period.

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

4. The Prescription Drug Program will continue for the term of this agreement.

ARTICLE 29 - RETIREMENT*

Officers shall be eligible for participation in the Police and Fire Pension Fund consistent with its rules and regulations.

Administrative rules are established by the Division of Pensions.

* for information only

ARTICLE 30 - MISCELLANEOUS

1. Effective the quarter following ratification, each Lieutenant shall receive an annual uniform maintenance allowance of \$450, payable quarterly.

2. 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.

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

4. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the employee's annual salary for employees earning less than \$25,000. Thereafter, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,000 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary.

The fee shall be based on the employee's annual salary at the time of billing.

ARTICLE 31 - SEVERABILITY

Rutgers and the Union 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 32 - PRINTING OF AGREEMENT

Rutgers shall be responsible for reproducing this Agreement and will furnish a sufficient number of copies to the Union for distribution to employees in the unit. The printing cost shall be shared equally between

Rutgers and the Union.

ARTICLE 32 - TERM

Unless otherwise specified, the terms of this Agreement shall become effective upon execution of this Agreement by the University and the Union and shall continue in full force and effect until June 30, 1995.

DATE: 2/26/96

Date: 2/19/96

Rutgers, The State University

Command Officers Association
Fraternal Order of Police

BY

Christine B. Mowry

Paul W. Tanko

Douglas J. Thompson

Peter K. Pelletier

Ottoriano Alenti

John J. Valente

Anthony Murphy

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APPENDIX A (1)

RUTGERS, THE STATE UNIVERSITY
EFFECTIVE OCTOBER 1, 1993

FISCAL DAYS: 261

SALARY TABLE: FOP COMM OFFICERS

RG	MXS	STEP:	01	02	03	04	05	06	07	08	09
24	O1	ANNL	35072	36826	38571	40329	42080	43831	45585	47335	48330
		BIWK	1343.76	1410.96	1477.82	1545.18	1612.27	1679.35	1746.56	1813.61	1851.73
		40HR	16.80	17.64	18.47	19.31	20.15	20.99	21.83	22.67	23.15

MIN RANGE: 24 MAX RANGE: 24

RUTGERS, THE STATE UNIVERSITY
EFFECTIVE JANUARY 1, 1994

FISCAL DAYS: 261

SALARY TABLE: FOP COMM OFFICERS

RG	MXS	STEP:	01	02	03	04	05	06	07	08	09
25	O1	ANNL	36826	38667	40499	42346	44184	46023	47864	49702	50747
		BIWK	1410.96	1481.50	1551.69	1622.46	1692.88	1763.34	1833.87	1904.30	1944.33
		40HR	17.64	18.52	19.40	20.28	21.16	22.04	22.92	23.80	24.30

MIN RANGE: 25 MAX RANGE: 25

APPENDIX A (2)

RUTGERS, THE STATE UNIVERSITY
EFFECTIVE JULY, 1, 1994

FISCAL DAYS: 261

SALARY TABLE: FOP COMM OFFICERS MIN RANGE: 25 MAX RANGE: 25

RG	MXS	STEP:	01	02	03	04	05	06	07	08	09
25	O1	ANNL	39035	40987	42929	44887	46835	48784	50736	52684	53792
		BIWK	1495.60	1570.39	1644.79	1719.81	1794.45	1869.12	1943.91	2018.55	2061.00
	40HR		18.69	19.63	20.56	21.50	22.43	23.36	24.30	25.23	25.76

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RUTGERS, THE STATE UNIVERSITY
EFFECTIVE JULY 1, 1995

FISCAL DAYS: 260

SALARY TABLE: FOP COMM OFFICERS MIN RANGE: 25 MAX RANGE: 25

RG	MXS	STEP:	01	02	03	04	05	06	07	08	09
25	O1	ANNL	39035	40987	42929	44887	46835	48784	50736	52684	53792
		BIWK	1501.35	1576.43	1651.12	1726.43	1801.35	1876.31	1951.39	2026.31	2068.93
	40HR		18.77	19.71	20.64	21.58	22.52	23.45	24.39	25.33	25.86

OFFICE OF EMPLOYEE RELATIONS
60 College Avenue
Phone: 932-7162 Fax: 932-0018

February 26, 1996

To: Labor Education Center Library
From: Chris Mowry *Chris Mowry*
Subj: 1992-95 Agreement - FOP-Command

Enclosed is a copy of the above Agreement for your files

enc.