

AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF
MIDDLESEX COUNTY COLLEGE

Board of Trustees

AND
FRATERNAL ORDER OF POLICE #85

X JULY 1, 1983 TO JUNE 30, 1985

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of
MIDDLESEX COUNTY COLLEGE
and
FRATERNAL ORDER OF POLICE #85
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THIS AGREEMENT, made and entered into as of January 18, 1984, between the BOARD OF TRUSTEES OF THE MIDDLESEX COUNTY COLLEGE, a body corporate organized under the provisions of N.J.S.A. 18A et. seq. hereinafter referred to as the "BOARD" and LODGE 85, affiliated with the FRATERNAL ORDER OF POLICE, a labor organization, hereinafter referred to as the "UNION."

WITNESSETH;

WHEREAS, the Middlesex County College Board of Trustees has recognized that the Union represents the unit composed of all full-time commissioned police officers and sergeants employed by Middlesex County College except superior officers, chief, part-time police officers, full- and part-time security officers, professional employees, clerical employees, craft employees, managerial executives and supervisors within the meaning of the Act; and

WHEREAS, the Board, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all of said officers and sergeants,

NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows:

ARTICLE I

RECOGNITION

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time commissioned police officers, and sergeants except superior officers, chief, part-time police officers, security officers, part-time security officers, noncommissioned dispatchers, professional employees, clerical employees, craft employees, managerial executives and supervisors within the meaning of the Act, in all matters specifically provided for herein pertaining to wages, hours, conditions of employment, and grievance procedures for the duration of this contract.
2. Whenever used herein the term "employee" shall mean and be construed only as referring to a police officer and sergeant of the Middlesex County College covered by this Agreement.

ARTICLE II

CHECK-OFF

1. The Board hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues.

2. In making the deductions as above specified, the Board shall rely upon the most recent communication from the Union, as to the rate of monthly dues. The total amount deducted shall be paid to the Lodge within ten (10) days after such deduction is made.
3. The Board agrees to forward to the Union the full name and address for all new employees who become eligible for membership. The Board further agrees to notify the Union when unit employees are discharged or leave the employ of the Board when submitting the dues deduction list to the Union each month.
4. The Union shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the College in complying with the check-off agreement.

ARTICLE III

HOLIDAYS AND PAID PERSONAL LEAVE

1. The following days shall be considered holidays:

- A.

New Year's Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day Following Thanksgiving Day
Easter	Christmas Day
Memorial Day	Two (2) floating days to
Independence Day	be agreed upon by the
Labor Day	Union and the College
Columbus Day	each year of the contract.
- B. The College and the Fraternal Order of Police agree that the two (2) floating holidays in Article III, 1-A of the contract for 1983-84 shall be -- December 24 and December 31, 1983, and the two floating holidays for 1984-85 shall be designated by agreement between the Union and the Board of Trustees by June 30, 1984.
- C. Personal Leave

Employees shall be entitled up to two (2) days per year for the purpose of transacting or attending to personal, legal, religious, or business matters which cannot be attended to other than during working hours.

Except in emergencies, the employee shall provide the Chief fourteen (14) days written notice of intent to take personal leave.

The Chief reserves the right to deny the request for personal leave as conditions warrant.

C. Personal Leave (cont'd)

Personal leave shall not be cumulative and shall not be charged against sick leave. Personal leave shall not be taken in conjunction with vacation or sick leave.

2. Employees required to work on such holidays (1-A) shall receive two (2) times their hourly rate for first eight (8) hours of work and two and one-half (2½) times their regular hourly rate for all hours in excess of eight (8) hours.
3. To qualify for holiday premium pay, the employee must be on the active payroll of the College and must have worked the full regularly scheduled workday immediately preceding the holiday, and the regularly scheduled workday immediately following the holiday, unless the absence is authorized by the Captain and/or Chief of Police and Director of Safety.
4. Holidays that fall within an employee's vacation period shall be celebrated at a mutually agreed upon time with the employee and the Captain and/or Chief.
5. If the holiday falls on an employee's day off he/she shall receive eight (8) hours pay at the straight time rate.
6. It is mutually understood that normal scheduling procedures will provide for skeleton shifts on holidays. The term "skeleton shift" shall mean one (1) person on the desk, and one (1) officer on the road.
7. If a unit member volunteers or is required to work on a holiday which is not his/her regularly scheduled workday, the employee shall be paid one and one-half (1½) times his/her regular pay and shall receive one (1) day of holiday time.

ARTICLE IV

HOURS OF WORK - Overtime and Shift Differential

1. The normal work week shall be five (5) days. No employee shall be assigned to work the desk longer than one (1) consecutive month. All bargaining unit members irrespective of rank may be assigned to five (5) day schedules.
2. Each member of the bargaining unit shall be entitled to a shift differential of \$250 each year of the agreement. Said differential shall be paid in two (2) installments of \$125 each on December 15 and June 30 of each contract year. The differential is not considered to be part of the base salary nor is it to be calculated in overtime payments.

3. Overtime shall be defined as hours worked in excess of eight (8) within a single twenty-four (24) hour period, or in excess of forty (40) within any five (5) day period. "Private detail" shifts, which is service performed on the campus for an outside or non-college connected agency, shall not be considered overtime in any event and shall be paid according to Article XIV.
4. The rates for authorized overtime work shall be as follows:
 - A. Hours in excess of eight (8), but not more than sixteen (16), within any given twenty-four (24) hour period, one and one-half (1½) times the employee's regular hourly rate;
 - B. Hours in excess of sixteen (16) within any given twenty-four (24) hour period, twice (2) the employee's regular hourly rate.
5. Employees shall not work more than sixteen (16) hours during any twenty-four (24) period except under emergency conditions declared by the chief or his/her designee.
6. Employees shall not be required to suspend work in regularly scheduled hours, or to work split shifts, for the specific purpose of avoiding overtime.
7. The Chief, or designee, shall establish a list of members in the bargaining unit and record thereon the amount of overtime worked each month accumulatively by hour for the calendar year. When an employee is offered overtime work, but refuses it, said work shall be recorded as though it were actually worked in determining fair distribution of overtime to such employee. Overtime will be distributed to the members of the unit equitably, consistent with the requirements of the regular schedule. The Union president shall have the right to review the overtime distribution schedule monthly.
8. Time paid for, but not worked due to illness, shall be considered as time worked for the purpose of computing overtime.
9. In the event an employee leaves the campus and is called back to work after the conclusion of his/her normal work shift, or more than three (3) hours before the beginning of the next work shift, he/she shall be entitled to a minimum of four (4) hours pay at the applicable overtime rate.

10. All employees shall be given at least five (5) days advance notice of overtime work, except in the case of the unscheduled absence of another officer, or in the case of an emergency declared by the Chief or designee. Scheduled overtime shall be posted and distributed to employees on a seniority and rotating basis. Employees shall have the option of declining overtime, except in cases of emergency declared by the Chief or designee, and there shall be no recrimination against any employee who declines to work overtime in the absence of a declared emergency. Acceptance or denial of overtime must be given within 24 hours of request. If response is not given within time period, it will be considered a denial. Nevertheless, each employee is expected to be available for a reasonable amount of overtime. Assignment in emergency situations shall be made in accordance with the stated overtime list procedures.
11. In the event that an overtime assignment is cancelled less than two (2) hours prior to scheduled beginning, employees assigned to it shall be paid four (4) hours of overtime at applicable rate.
12. An employee shall not be required to accept compensatory time off in lieu of overtime compensation.
13. All net overtime pay will be included in the first paycheck following the month in which it was earned.
14. In the event that the College is closed for emergency reasons, those bargaining unit members who are required to work shall be paid one and one-half their hourly rate for all hours they are required to work during the College closing.

ARTICLE V

VACATIONS

1. The following vacation periods with pay shall be granted to all employees covered by this Agreement who have completed the following periods of full-time employment with the College:
 - A. Following three (3) months continuous full-time employment, employees shall be credited with three (3) days vacation days leave; and vacation leave shall accumulate thereafter at the rate of one (1) day per full month worked.
 - B. After three (3) years of continuous full-time employment, vacation leave shall accumulate at the rate of one and one-half (1½) days per full month worked.

- C. After five (5) years of continuous full-time employment, vacation leave shall accumulate at the rate of two (2) days per full month worked.
 - D. Vacation leave may be taken after notification and approval by the Captain of Police. The employee shall notify the Captain of Police of vacation request prior to the posting of the following month's schedule.
 - E. A vacation week shall consist of five (5) working days.
2. Vacation choices shall be made by seniority not later than May 1 from a vacation list prepared by the Chief and/or designee, and shall be posted at least three (3) weeks prior to April 30. The vacation periods requested by individuals shall be granted to them subject to the following provisions:
- A. The right is reserved to the Chief or designee to refuse a particular request if the granting of said request would result in an excessive number of employees being on vacation at the same time. In such event, the request of the officer, or officers with the most seniority will be honored first.
 - B. All employees eligible for a vacation of two (2) weeks or more shall receive a vacation of two (2) consecutive weeks between March 1 and Labor Day, if they so desire.
3. If the employee entitled to an annual vacation is terminated by written resignation to the Chief, with thirty (30) days notice or more or by retirement, he/she shall be paid for any unused vacation time to which he/she is entitled at the time of termination. In the event of the death of an employee, accrued vacation allowance as of the date of death shall be paid to his/her estate.
4. Vacations not taken in the fiscal year in which they are due shall not accumulate for more than one (1) year. In no case shall total accumulation exceed thirty (30) days, except by specific written approval in advance by the Chief and the Director of Personnel and Employee Relations or designee. Scheduled vacation leaves may be cancelled in the event of a valid campus emergency.

ARTICLE VI

SICK LEAVE

- 1. Employees shall be entitled to sick leave at the rate of one (1) day per full month worked with the College pursuant to the provisions of N.J.S.A. 18A:30-1.

2. The College may require proof of illness of an employee on sick leave.
3. If an employee is absent due to illness, the Chief or designee shall be notified prior to the employee's starting time.
4. Abuse of sick leave and other benefits can be grounds for dismissal.
5. Each employee shall be entitled to one (1) family illness day per fiscal year effective July 1, 1984, subject to the same provisions as described in Article VI Sick Leave.

ARTICLE VII

OTHER LEAVES OF ABSENCE

1. Bereavement Leave

Employees will be granted up to five (5) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse, child, mother or father, and up to three (3) days in the event of the death of any other member of the immediate family. Immediate family shall be defined as mother-in-law, father-in-law, sister, brother, sister-in-law, and brother-in-law. If an employee is to be absent, the Captain and/or Chief shall be notified prior to the employee's starting time. The College reserves the right to verify both the relationship of the deceased to the employee and the date on which the family member died.

2. Short-Term Leaves of Absence

Leaves of absence without loss of pay may be permitted by the Chief or designee for the following reasons:

- A. Innoculation required by the College;
- B. Red Cross blood donation;
- C. Promotional examination for promotion to any position in the College Police Department.
- D. Attendance at educational programs required or authorized by the College;

- E. Attendance at the national and/or state conventions of the Fraternal Order of Police, provided that the total amount of released time with pay during the life of this Agreement shall not exceed five (5) eight (8) hour days per contract year, and not to exceed two (2) employees in the department per year.

Permission for released time must be obtained from the Captain and/or Chief four (4) weeks prior to the absence. Names and times of persons attending the conventions shall be certified in writing to the Captain and/or Chief by the President of the Union.

Permission for such released time shall not be unreasonably withheld. Leave not utilized during the life of this contract shall not be accumulated.

3. Reserve Duty Leave

Employees covered by this Agreement who are members of a reserve component of the Armed Forces of the United States shall be granted leaves of absence during the time of their annual tour of duty as a member of such reserve component. Such leave shall not exceed two (2) weeks annually. In the event that the employee's military pay rate is lower than his regular wage as a College police officer, he/she shall be paid the difference by the College for the period of leave granted under the section, upon receipt of proof of such payment. The employee must provide the Captain and/or Chief a copy of the official military orders four (4) weeks prior to such leave.

4. Disability Leave

When an employee either through injury or illness loses time from work not as a result of, or arising out of his/her employment, he/she shall be granted, after exhaustion of all accumulated sick time provided for in this agreement, benefits equivalent to those provided by the New Jersey Division of Employment Security to persons in private employment. Said benefits will supplement the accumulated sick leave and shall not be additional to it. The Disability provision shall be subject to the following requirements:

- A. The employee's disability and its continuance is affirmed by medical evidence acceptable to the College.
- B. The employee has not abused the sick leave benefit by past falsification or misrepresentation of sickness.

5. Light Duty

If an officer is injured and, in the opinion of the College doctor, cannot perform full police duties, he/she may be assigned light duty. Light duty activity shall be determined by the Chief according to the operational needs of the department. The College reserves the right to make immediate adjustments in schedules of individuals assigned light duty.

6. Personal Leave Without Pay

An employee upon five (5) weeks advance written notice to the Personnel Department and the Chief may be granted without loss of seniority by the Board up to ninety (90) days per year leave of absence without pay for personal reasons. The request for leave without pay shall state the reasons for the leave and anticipated date of return to employment. Any employee who fails to return to work within three (3) working days after the expiration date of the approved leave shall be deemed to have terminated employment. An employee accepting employment elsewhere during a leave granted shall be terminated.

7. Leave for Holding National Office in F. O. P.

An employee who is elected as an officer in the National Office of the Fraternal Order of Police may be granted by the Board a leave of absence without loss of seniority rights not to exceed twenty-four (24) consecutive months. The elected employee shall provide the Board with at least four (4) weeks advance written notice of the request. The elected employee agrees not to accept employment elsewhere while serving as a National elected officer. Should the employee fail to return to work within three (3) working days after the expiration date of the approved leave, the employee shall be deemed to have terminated employment. An employee accepting employment elsewhere during a leave granted shall be terminated.

8. Maternity Leave

Not later than the fourth (4) month, the staff member shall notify the Chief and Personnel Manager, in writing, of the condition of pregnancy. Upon notifying the Chief and Personnel Manager, the staff member shall let it be known as to plans of continuing employment or taking leave of absence not to exceed one (1) year. Notification of pregnancy shall be accompanied by a statement from her physician on forms provided by the personnel department giving the state of condition of the pregnancy, the anticipated delivery date, her ability to continue her normal duties, and recommended last day of employment prior to delivery.

Maternity Leave (cont'd)

Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq.

The bargaining unit member's position or a position of equal grade shall be made available to her within thirty (30) days after written notification to the Chief and Personnel Manager of her intent to return to full-time employment.

The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the College during such period.

ARTICLE VIII

CLOTHING ALLOWANCE

1. Each new employee shall receive a full serviceable uniform at the end of the probation period with the College.
2. On July 1, 1983, each uniformed employee shall receive an allowance of \$320 per year for cleaning of uniforms and work attire. Said allowance shall be payable in monthly installments and upon submission of receipts by the employee. On July 1, 1984, said payment shall be \$320 and shall be made upon the same conditions as the prior payment.
3. Any change of style, type or color of uniform shall be paid for by the College in addition to the cleaning allowance provided for in item 2 above.
4. Uniforms damaged in the line of duty will be replaced by the College at no charge to the employee.
5. Any equipment required to be worn or used by employees covered by this Agreement shall be supplied and paid for by the College and shall be the property of the College.

ARTICLE IX

MEDICAL-SURGICAL INSURANCE

A health benefit plan including major medical coverage shall be provided by the College. The health plan shall be provided at no cost to the employees and their dependents provided the following requirements are met:

1. The employee works thirty (30) hours or more per week.
2. The employee has completed three (3) months of continuous service.

ARTICLE X

PROBATION, SENIORITY, AND PROMOTION

1. Probationary Status

The probationary period for members of the bargaining unit shall be for nine (9) months, exclusive of time spent at the Police Academy. The College shall have the unqualified right to dismiss probationary officers. Dismissal shall not be subject to the grievance provision of this Agreement.

Failure to complete the requirements of the Police Academy shall be automatic grounds for dismissal.

2. Seniority

Seniority shall be defined as the length of continuous service for any member of the bargaining unit in his/her rank. A member of the Unit shall acquire seniority beginning with the first working day of employment within his/her rank with Middlesex County College Police Department and until there is a break in continuous service.

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

The last laid off will be the first recalled.

3. Promotions

Middlesex County College will fill sergeant vacancies by promoting police officers from within the bargaining unit where such officers have a minimum of two years experience and have the qualifications and ability to perform the work. Where there are two or more officers with equal prerequisite qualifications, and ability to perform the work, the officer with the greatest seniority will be promoted.

ARTICLE XI

UNION SECURITY

1. Lodge 85 of the Fraternal Order of Police and all bargaining unit members shall not cause, engage in or sanction any strike, slowdown, or other concerted action for the term of the Agreement. All other legitimate Union activities acceptable in the public sector shall be protected, and nothing shall abridge the right of any duly authorized representative of the Union to exercise the right of free speech and the right to disseminate information on the views of the Union on issues which affect the welfare of its members. The Union agrees that any written or spoken information critical of the College or its employees shall be substantiated with provable facts.
2. It is understood and agreed that the said officers of the Union will, under normal conditions, meet with the Board representatives to negotiate during hours when they are not scheduled for duty. If necessary, any officer may be granted time off without loss of pay to handle such negotiation.
3. Union Representatives

Authorized representatives of Fraternal Order of Police, who are not employees of the College, may be admitted to the premises of the College.

Requests for such visitation rights shall be directed to the Chief and shall include date and time.

Campus visitation by Union representatives shall not interrupt normal College operations or performance of duties.

Duly authorized representatives of the Union, and employed by the College, and certified by the President of the Union in writing to the Chief, shall be permitted to transact official Union business on College property provided that it shall not interfere with nor interrupt normal College operations or performance of duties and subject to agreement by the Chief.

4. The Board shall provide space in the Police Headquarters building for a Union bulletin board.
5. The College agrees to allow the Union to use College facilities for meetings of two (2) or more people, subject to prior approval by the Chief. Such approval shall not be unreasonably withheld.

6. Posting of Job Vacancies

Notice of all vacancies and new positions shall be posted on a designated employee bulletin board for a period of five (5) calendar days.

Notices of vacancies and new positions shall contain classification, summary of job description, location, pay rates and hours of work.

Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

ARTICLE XII

APPEARANCE IN COURT

1. Employees shall not be required by the College to appear in court during regular vacation leave, or off-duty status. In the event that a judge of any court having jurisdiction over matters involving the College or its police department shall require an employee to appear in court during his vacation leave, or off-duty status, said employee shall receive one and one-half ($1\frac{1}{2}$) times his regular hourly rate for each hour of actual presence in court.
2. Employees who use their personal motor vehicle for transportation in cases in which they are required to represent the College or its police department shall be paid at the rate of twenty (20) cents per mile for the use of such motor vehicle from the employee's residence to the court and return to his/her residence. Parking fees will be reimbursed upon presentation of receipts.
3. Use of employee's personal motor vehicle for college or police department matters other than stated in 1 and 2 above will not be required unless mutually agreed upon.
4. Employees must, whenever possible, set court dates for on-duty time and notify the Captain of Police in writing of such date and of any subsequent changes.

ARTICLE XIII

INSURANCE AND RETIREMENT

It is mutually understood and agreed that membership in the "Public Employee's Retirement System," administered by the Division of Pensions of the New Jersey State Department of the Treasury, shall be a condition of employment in the College police department, and that payment of the cost of said benefits shall be as prescribed by law or by administrative regulation promulgated by the New Jersey State Department of the Treasury.

ARTICLE XIV

PRIVATE DETAILS

1. A "Private Detail" shall be defined as a tour of duty, of whatever duration, worked on the College campus on behalf of an organization not officially connected with the College on an occasion when said organization has arranged to use College facilities for an event which required police protection or assistance beyond that which is provided by the regular College patrol.
2. Private details shall be assigned among members of the bargaining unit who are off-duty at the time of the detail in the order of seniority as defined in Article X of this Agreement.
3. Acceptance or denial of private detail assignments must be given within 24 hours of the request. If a response is not given within the time period it will be considered a denial.
4. Employees shall be given the maximum possible advance notice of private details to be worked.
5. In the event that a private detail is canceled less than two (2) hours prior to its scheduled beginning, employees assigned to it shall be paid as though the detail had been worked.
6. The guaranteed pay rate for private detail as defined in Section 1 above, shall be one and one-half (1½) times the hourly rate of the bargaining unit member assigned.
7. The College shall make every effort to pay private detail wages within six (6) working days of the event.

ARTICLE XV

GRIEVANCE PROCEDURE

1. Definition

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of the Agreement, but shall exclude any alleged understanding, practice, or other matters outside the terms of this Agreement.

2. Procedure

Step One: Informal - Immediate Supervisor

Within three (3) days of the time a grievance arises or within three (3) days of the date when the grievant should know of its occurrence, the employee either directly or accompanied by a Union officer, will present the grievance informally to the Captain of Police.

Within three (3) days after presentation of the grievance, the Captain will render a decision orally to the employee and the Union officer.

Step Two: Formal - Chief of Police

Within three (3) days of the oral answer, if the grievance is not resolved, it shall be reduced to writing and filed with the Chief of Police.

The Chief will arrange a meeting at a mutually agreeable time and place not later than three (3) days after receipt of the written grievance. The aggrieved party and Union officer shall be entitled to be present at the meeting.

The Chief shall give a written answer to the grievance to the employee and the Union officer within five (5) days after the meeting, or within such additional period of time that may be mutually agreed upon.

A group grievance, one that may affect a group of employees, may be presented by the Union at Step Two.

Step Three: Personnel Manager

Within five (5) days after receiving the decision of the Chief, an appeal of the decision may be made by the Union or the employee to the Personnel Manager. It shall be in writing and accompanied by a copy of the decision at Step Two.

Not later than seven (7) days after receipt of the appeal, the Manager or designee, shall hold a hearing on the grievance.

Within seven (7) days after the hearing, the Manager or designee shall render a decision in writing.

Step Four: Director of Personnel and Employee Relations

Within five (5) days after receiving the decision of the Personnel Manager, an appeal of the decision may be made by the Union or the employee to the Director of Personnel and Employee Relations. It shall be in writing and accompanied by a copy of the decision at Step Three.

Not later than seven (7) days after receipt of the appeal, the Director or designee shall hold a hearing on the grievance.

Within seven (7) days after the hearing, the Director shall render a decision in writing.

Step Five: Final and Binding Arbitration

In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either the College or the Union may appeal and dispute within ten (10) working days to arbitration.

The aggrieved party shall propose, in writing, a statement of the issue involved, and the parties shall attempt in good faith to agree upon a joint stipulation of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.

The arbitrator shall conduct a hearing at a mutually satisfactory time and place but not later than thirty (30) days after filing for arbitration.

The decision of the arbitrator shall be rendered within twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the College, the Union, and the employee or employees involved, subject to the limitations specified in this Agreement.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed at Step Two.

The expenses and fees of the arbitrator shall be shared equally by the College and the Union.

The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or alter the scope or meaning of the Agreement or any provisions therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, he has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.

3. Miscellaneous

- A. The Union or the employee may not present any allegation at Step Three, Step Four, or Step Five not presented in Step Two.
- B. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- C. Time limits provided in this grievance procedure may be extended by mutual agreement, in writing, between the Union and the College Management.
- D. The grievance procedure established here shall be the sole and exclusive remedy available to an employee or the Union for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedure shall be the sole remedy and a grievance under this Agreement shall no longer exist.
- E. Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the Public Employment Relations Commission a list of arbitrators, and will agree upon a panel of three (3) arbitrators, obtaining additional lists if necessary. The parties shall furnish the Public Employment Relations Commission the names of the arbitrators selected. Thereafter, the Public Employment Relations Commission shall designate one of said arbitrators to hear each grievance that may be referred to arbitration.
- F. All references to days in the grievance procedure Steps 1 through 4 will be construed as working days, excluding Saturdays, Sundays and holidays.

ARTICLE XVI

MISCELLANEOUS

1. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations.
2. Employees as a part of their regular assignment shall not be required to clear snow from sidewalks, or change patrol vehicle tires, except under emergency conditions. Members of the bargaining unit shall not be required to perform duties which abridge the rights or responsibilities of other recognized Unions on the College property.
3. In the event of extreme weather conditions, the officer in charge of the shift during which such conditions prevail shall have the right to modify standard operating procedure, or to issue new "orders of the day" to minimize exposure of employees to the elements, or to hazardous driving conditions. Said changes or orders shall be formulated with due regard to the necessity for protecting life and property on the campus and shall be immediately reported to the Chief or Captain.
4. In the event that any bargaining unit member is required to undergo training during the normal working hours, or undergoes training during such hours with the approval of the Chief or designee, the officer shall be paid his/her regular rate of pay for hours he/she would have worked in the absence of such compulsory or approved training. If such training is required beyond eight (8) hours in any day, or forty (40) hours in any week, he/she shall be paid one and one-half (1½) his/her regular rate. Training will be scheduled during the normal working hours whenever possible. Training shall not include courses offered by the College.
5. When an incident occurs involving the unauthorized discharge of a weapon, the bargaining unit member involved shall immediately be reassigned to other police duties not involving the carrying of a weapon or suspended with full pay pending the completion of an investigation by the Chief or designee.

Middlesex County College and the F.O.P. shall establish a committee to discuss mutual problems concerning the officers' safety and health. Said committee shall consist of a representative of the union and the Director of Public Safety. Recommendations of this committee shall be forwarded to the Vice President for Finance and Administration.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

1. The College retains the right to discipline and discharge permanent employees. Employees shall have the right to file a grievance if discharged or disciplined. All complaints and/or charges against a police officer shall be in writing.
2. In the event of an incident which could result in disciplinary action other than one provided for in Article VIII, Section 2, the employee may be relieved of duty, with pay, until an investigation has been concluded by the Chief or designee.

ARTICLE XVIII

MANAGEMENT RIGHTS

Lodge 85 recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this Agreement and including but not limited to hiring, firing, promoting, discipline, layoff, transfer, and assignment of the work force.

ARTICLE XIX

COMPENSATION

Each member of the bargaining unit shall have 7% of their base salary as of June 30, 1983 added to said base salary effective July 1, 1983.

Each member of the bargaining unit shall have 7% of their base salary as of June 30, 1984 added to said base salary on July 1, 1984.

ARTICLE XX

DENTAL PLAN

Effective July 1, 1981, each member of the bargaining unit shall be covered by the Dental Plan in effect for College administrators at that time, on the same basis of eligibility and terms as said administrators.

ARTICLE XXI

EDUCATIONAL ASSISTANCE

1. A member of the bargaining unit may receive an additional \$10.00 per credit hour in salary for each approved college credit in the Criminal Justice field, and \$5.00 per credit hour in salary for courses required in achieving a degree in the Criminal Justice field, but not directly related to Criminal Justice subject to the following:
 - A. The Chief and the Board of Trustees shall approve the college credit course before payment.
 - B. Consideration of credit approval by the Chief and the Board shall take place in June, September, and January.
 - C. The course work must be completed within the last three (3) years with a passing grade of "C" or better from an accredited college and verified by a certified transcript.
 - D. Up to thirty (30) credit hours in the Criminal Justice field, and fifteen (15) credit hours in non-related but required for degree purposes college credit may be approved by the Chief and the Board of Trustees.
 - E. Denial of approval by the Chief or Board of Trustees shall not be grievable.

2. Educational Assistance

All employees covered by this Agreement will be permitted to take courses offered by the College without tuition charge, provided:

1. The admission requirements are met;
2. The course(s) generate(s) FTE support;
In the event the course(s) do not generate FTE support, bargaining unit members may waive tuition charges up to \$100.00 per course. Any additional charges for the course must be borne by the bargaining unit member in accordance with the College's tuition payment policies and procedures;
3. The same rules stipulated above for tuition waiver for bargaining unit members shall apply to their lawful dependents.

If the employee and the employee's supervisor feel that a course given during normal working hours would benefit the employee and the College, the supervisor and the employee, in cooperation with the Personnel Department, may reschedule the employee's work hours to allow participation during working hours.

ARTICLE XXII

DURATION

1. This agreement shall be effective upon ratification by both parties and salaries shall be retroactive to July 1, 1983 and shall continue in effect until June 30, 1985. It shall not be extended orally and it is expressly understood that it shall expire on the date indicated, and represents the full and complete understandings of the parties and excludes past practices or understandings.
2. It is understood and agreed that the parties hereto may by mutual agreement alter or modify this Agreement within the period of its duration.
3. The parties hereto agree to begin discussions on a successor Agreement to this one on or before April 1, 1985.

IN WITNESS HEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on the _____ day of _____, 1984.

THE BOARD OF TRUSTEES
MIDDLESEX COUNTY COLLEGE

THE POLICE FORCE OF
MIDDLESEX COUNTY COLLEGE
F.O.P. 85

CHAIRMAN

PRESIDENT/REP.

SECRETARY

SECRETARY

(0105Z)

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