

**AGREEMENT**  
**BETWEEN**  
**THE BOARD OF TRUSTEES**  
**OF**  
**MIDDLESEX COUNTY COLLEGE**  
**AND**  
**FRATERNAL ORDER OF POLICE - LODGE #85**  
**NJ FOP LABOR COUNCIL**  
**JULY 1, 2016 to JUNE 30, 2020**



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THIS AGREEMENT, made and entered into as of July 1, 2016 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 – NJ FOP Labor Council (Lodge #85), 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 probationary police officers, 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 1 - RECOGNITION**

- A. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time commissioned probationary police officers, police officers, and sergeants except superior officers, chief, part-time police officers, security officers, part-time security officers, non-commissioned 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 Agreement.
- B. Whenever used herein the term "employee" shall mean and be construed only as referring to a probationary police officer, police officer, senior police officer, and sergeant of the Middlesex County College covered by this Agreement.
- C. The FOP shall be required to inform the College of the names of all Lodge #85 Executive Board Members on July first of each year and as changes occur during the year. The FOP shall inform the College of all contract committee members no later than the first meeting between the College and the FOP.
- D. The Union shall have the right to hold a reasonable number of meetings on College property, provided such meetings in no way interfere with the operation of the department or the College. The Chief of Police will be notified of said meetings at least twenty four (24) hours in advance.

## **ARTICLE 2 - CHECK-OFF**

- A. 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. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Fraternal Order of Police Lodge #85 shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.
- B. 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 Lodge #85 within ten (10) days after such deduction is made.
- C. The Board agrees that the Union may collect a representation fee of eighty-five percent (85%) of dues from non-union members in the bargaining unit and the Board will implement payroll deductions as provided in the relevant New Jersey statute. The representation fee shall be made effective July 1, 1993.
- D. 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.
- E. 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 3 - HOLIDAYS**

- A. The following days shall be considered holidays:
  - 1.      New Year's Day                      Labor Day
  - Martin Luther King Day          Columbus Day
  - Presidents' Day                      Veterans Day
  - Good Friday                              Thanksgiving Day
  - Memorial Day                            Day Following Thanksgiving Day
  - Independence Day                      Christmas Day

### **ARTICLE 3 (continued)**

Two (2) additional days to be designated by the College.

One (1) floating holiday mutually agreed upon by employee and supervisor based on departmental scheduling requirements.

2. Any employee required to work on Easter Sunday will be compensated at appropriate rate as designated in Article 3-B.
- B. Employees required to work on such holidays (A-1) shall receive two (2) times their hourly rate for the first eight (8) hours of work and one and one half (1 ½) times their regular hourly rate for all hours in excess of eight (8) hours.
- C. To qualify for holiday 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.
- D. If a holiday falls within a vacation period, the holiday will be utilized to cover the day's absence from work.
- E. If the holiday falls on an employee's day off he/she shall receive eight (8) hours pay at the straight time rate.
- F. 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.
- G. 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 (1-1/2) times his/her regular pay and shall receive one (1) day of holiday time. For hours worked in excess of eight (8), the employee shall be paid twice (2) his/her regular hourly rate.

### **ARTICLE 4 - PERSONAL LEAVE**

- A. Employees shall be entitled to up to six (6) days per year for the purpose of transacting or attending to personal, legal, religious, family illness or business matters which cannot be attended to other than during working hours.
- B. Personal leave days will be prorated during the first year of employment based on hire date.

**ARTICLE 4 (continued)**

<u>If hire date is:</u>	<u># of personal days</u>
July 1 - August 31	6
September 1 - October 31	5
November 1 - December 31	4
January 1 – January 31	3
February 1 - February 29	2
March 1 - April 30	1
May 1 - June 30	0

- C. Except in emergencies, the employee shall provide the Chief of Police three (3) days written notice of intent to take personal leave.
- D. The employee may call-in on any emergency and use a personal day without giving management the three (3) day written notice required, but the College may require proof of the emergency. Personal time may be used in one-half or whole day increments.
- E. The Chief of Police reserves the right to deny the request for personal leave as conditions warrant.
- F. The College may require that the employee who is requesting personal leave for purposes of family illness provide proof of the illness and/or verification of the reason for the personal leave.
- G. 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.
- H. An employee shall not be permitted to utilize personal time during the fourteen (14) day resignation notice period. If such time is taken, it shall be deducted from an employee's final paycheck accordingly.
- I. Personal leave that is previously approved and scheduled is applied to the employee's eight (8) hour workday schedule for the purpose of determining the appropriate overtime rate for any additional hours worked.

**ARTICLE 5 - HOURS OF WORK**

**A. Regular Work Week**

- I. The regular work week for a police officer/sergeant on shift assignment shall be five (5) days between Sunday and Saturday. The regular work day shall consist of an eight (8) hour shift. The regular work week shall include two (2) consecutive days off.



## ARTICLE 5 (continued)

2. Work shift starting times shall be established by the Chief of Police or his/her designee based on the operating needs of the College and the Police Department. Changes to shift starting and/or ending times may be made, as necessary, in order to protect the efficient, safe and secure operation of the College.
3. Except in emergency situations, employees will receive two (2) weeks of advance notice before a shift change or schedule change within an existing shift is enacted.
4. Employees shall be allowed to trade shifts following written notification submitted by the employee to the Captain of Police, or designee, prior to the start of the affected employee's shift as long as the following conditions are met:
  - a. The duty shift trade occurs within the same pay period.
  - b. Prior supervisory approval from any and all affected supervisors has been obtained.
  - c. Notwithstanding any other provision of this agreement, the duty shift trade will not result in overtime to the College; and payroll time records have to accurately report who worked and when.

### B. Overtime and Shift Differential

1. Each member of the bargaining unit shall be entitled to a shift differential of \$1,483.00 effective July 1, 2016 and \$1,587.00 effective July 1, 2017 and thereafter. Said differential shall be paid in two (2) equal installments on December 15 and June 15 of each contract year. The differential shall be prorated by full months of employment for all eligible employees not employed for the entire fiscal year.
2. 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.

An annual overtime meal allowance of \$550.00 in each year of this Agreement will be paid in two (2) equal installments on December 15 and June 15 of each contract year.

The meal allowance shall be prorated by full months of employment for all eligible employees not employed for the entire fiscal year.

**ARTICLE 5 (continued)**

3. 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 (1-1/2) times the employee's regular hourly rate. When on College property, if any entity requires security to watch over or secure an area, the College Police shall be contacted and used first.
  - b. Hours in excess of sixteen (16) within any given twenty-four (24) hour period, twice (2) the employee's regular hourly rate.
  - c. An employee who begins a shift at the overtime rate of one and one half (1-1/2 ) times regular rate for the first eight (8) hours shall be paid two (2) times regular rate for any hours in excess of eight (8).
  - d. Employees shall not work more than sixteen (16) hours during any twenty-four (24) period except under emergency conditions declared by the Chief of Police or his/her designee.
  - e. Employees shall not be required to suspend work in regularly scheduled hours, or to work split shifts, for the specific purpose of avoiding overtime.
  - f. The Chief of Police, 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.
  - g. Time paid for, but not worked due to illness, shall be considered as time worked for the purpose of computing overtime.
  - h. 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.

## ARTICLE 5 (continued)

- i. All employees shall be given at least three (3) 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 of Police 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 of Police 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 twenty four (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.
- j. In the event that an overtime assignment is cancelled less than one (1) hour prior to scheduled beginning, employees assigned to it shall be paid four (4) hours of overtime at applicable rate.
- k. An employee shall not be required to accept compensatory time off in lieu of overtime compensation.
- l. When the College determines that an event requires additional staffing, beyond that normally scheduled, MCC police officers will be offered overtime assignments before utilizing any other law enforcement agencies. When on College property, if an entity requires security to watch over or secure an area, the College Police shall be contacted and used first.

### C. Emergency Closing

1. From time to time, the College may be closed for emergency reasons in one of two ways. When the College is closed for faculty and students, all Unit Employees will report for duty as scheduled and those who do not report will lose pay for time lost. When the College is closed for all staff because of emergency reasons, all Unit Employees will be expected to report as scheduled. An Emergency is defined as an unforeseen incident or event that is not known about in advance which results in the closing of the College.
2. On days when bargaining unit members are required to report for work and the College is closed due to an emergency closing, compensation shall be as follows:
  - a. Employees will receive eight (8) hours of pay for their normal shift if the college is closed due to an emergency closing, unless they fail to report to work as scheduled.

## ARTICLE 5 (continued)

- b. For hours worked between the time the College closes in an emergency closing and up to eight (8) hours, the employee will receive one and one half (1 1/2) the regular rate of pay.
- c. For hours worked in excess of eight (8) hours in any one day of the workweek, the employee will be paid two (2) times the regular rate of pay.
- d. If on the sixth (6th) day of the workweek the College has an emergency closing and it is not a normally scheduled workday for that employee, the employee will be paid as per B and C above.
- e. If on the seventh (7th) day of the workweek the College has an emergency closing and it is not a normally scheduled workday for that employee, the employee will be paid as per B and C above.
- f. If on a holiday, the College has an emergency closing and it is not a normally scheduled workday for the employee, the employee will be paid as per Article 3, Holidays, Section B of the current Agreement.

### D. State of Emergency

- 1. A State of Emergency is defined as any unusual condition(s) caused by any circumstances or situation(s), whereby the safety of the public is endangered or imperiled. A determination to declare a State of Emergency will be made by the Chief of Police or by his/her designee.
- 2. In the case of a State of Emergency as declared by the Chief of Police or his/her designee, work shifts may be extended beyond regular starting and/or ending times, as necessary. During a State of Emergency, off duty personnel may be called to report to work. Such emergency conditions will not be declared arbitrarily.

## ARTICLE 6 - VACATIONS

- A. 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:
  - 1. Following three (3) months continuous full-time employment, employees shall be credited with three (3) vacation days leave; and vacation leave shall accumulate thereafter at the rate of one (1) day per full month worked.

## **ARTICLE 6 – VACATIONS(Continued)**

2. After three (3) years of continuous full-time employment, vacation leave shall accumulate at the rate of one and one-half (1-1/2) days per full month worked.
  - 3 After five (5) years of continuous full-time employment, vacation leave shall accumulate at the rate of two (2) days per full month worked.
  4. Vacation leave may be taken after notification and approval by the Captain of Police. The employee shall notify the Captain of Police of the vacation request prior to the posting of the following month's schedule.
  5. A vacation week shall consist of five (5) working days.
  6. Employees may take vacation in full days or in half (1/2) day or quarter (1/4) day segments.
- B. Vacation choices shall be made by seniority not later than May 1 from a vacation list prepared by the Chief of Police 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:
1. The right is reserved to the Chief of Police 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. However, once requests have been approved, an employee with greater seniority may not displace an approved vacation of a less senior employee.
  2. 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.
- C. If the employee entitled to an annual vacation is terminated by written resignation to the Chief of Police or by retirement, with at least fourteen (14) days notice exclusive of vacation time, or is laid off, he/she shall be paid for any unused 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.
- D. For employees hired before May 21, 2010, vacation allowance may accumulate to a maximum of thirty five (35) days as of August 31 of each year. In the event that more than thirty five (35) days have accumulated as of August 31, the employee's vacation balance will be reduced to thirty five (35) days except by specific written approval in advance by the Chief of Police or his/her designee.

## **ARTICLE 6 (continued)**

As limited by New Jersey statute, for employees hired on or after May 21, 2010, the vacation day balance may accumulate to a maximum of one (1) full year's vacation allowance as of August 31 of each year. Therefore, the maximum that may be carried forward beyond the cutoff date is as follows:

- maximum for those earning 1 day per month – 12 days;
- maximum for those earning 1 ½ days per month – 18 days;
- maximum for those earning 2 days per month – 24 days.

In the event that the vacation-day balance exceeds the applicable maximum as of August 31, the employee's vacation balance will be reduced to that applicable maximum.

Scheduled vacation leaves may be cancelled in the event of a valid campus emergency.

- E. An employee shall not be permitted to utilize vacation time during the fourteen (14) day resignation notice period. If such time is taken, it shall be deducted from an employee's final paycheck accordingly.
- F. If an employee becomes seriously ill during six (6) or more of his/her vacation days within any single vacation period, the employee may request that portion of the vacation during which he/she was seriously ill be converted from vacation to sick leave.

Approval to convert the time will be at the sole discretion of the college and will be based on the following:

1. The employee has the necessary sick leave days to utilize.
2. Proof of hospitalization is submitted with the duration dates of the hospitalization and the reason.
3. There has been no past abuse of sick leave time.
4. The employee (or his/her designee) is required to notify the college via phone as soon as possible of the hospitalization and to provide information in accordance with the Extended Absence Policy.
5. If a request to convert vacation to sick leave is denied, it is not grievable.

## **ARTICLE 7 – SICK LEAVE**

- A. 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.
- B. The College may require proof of illness of an employee on sick leave. The medical evidence (doctor's note) must include, patient's name, beginning

## ARTICLE 7 (continued)

and ending dates of injury or illness, a statement from the doctor that the employee was sick or injured, and unable to work for the dates specified, a legible doctor's name, address and phone number and the doctor's signature. Photocopies of said evidence are not acceptable. The employee must submit either an original document or one faxed from the physician's office.

- C. If an employee is absent due to illness, the Chief of Police or designee shall be notified prior to the employee's starting time.
- D. Abuse of sick leave and other benefits can be grounds for dismissal.
- E. A bargaining unit member who, at the time of retirement, has at least twenty (20) years of service with the College, shall receive payment for thirty percent (30%) of unused sick leave at the time of retirement. Such payment will be made at the employee's base pay as of the date of retirement, with a maximum of \$13,000. No payment will be made for unused sick leave at the time of separation, for any reason other than retirement.

## ARTICLE 8 - OTHER LEAVES OF ABSENCE

### A. 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, mother-in-law, father-in-law, sister, brother, grandparents, stepchildren, sister-in-law or brother-in-law, or civil-union-partner.

Employees will be granted one (1) day off with pay in the event of the death of any other relative not listed above. In addition, additional unpaid leave of up to four (4) weeks shall not be unreasonably withheld. If an employee is to be absent, the Captain and/or Chief of Police 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.

### B. Short-Term Leaves of Absence

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

1. Inoculation required by the College;
2. Red Cross blood donation;
3. Promotional examination for promotion to any position in the College Police Department;
4. Attendance at educational programs required or authorized by the College;

**ARTICLE 8 (continued)**

5. 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 seven (7) 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 of Police 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 of Police by the President of the Union.

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

**C. Reserve Duty Leave**

Employees covered by this Agreement who are members of a Reserve or National Guard 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 or National Guard 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 of Police a copy of the official military orders four (4) weeks prior to such leave.

**D. Disability Leave**

1. When an employee, either through injury or illness, loses time from work, not as a result of or arising out of his/her College employment as attested by the attending physician, he/she shall be granted, after exhaustion of all accumulated sick leave provided for in this Agreement, disability pay equivalent to that provided by the New Jersey State Disability Plan to persons in private employment. During this period of disability leave, the employee shall not accumulate either vacation or sick leave benefits.
2. To be eligible for disability payment, the employee must submit a completed extended absence form to a Management Representative from the Human Resources Department.
3. Upon return from a disability leave, the employee will be required to submit medical approval and a completed Return to Work Authorization form in order to be able to return to work.



## ARTICLE 8 (continued)

4. An employee accepting employment elsewhere during a disability leave of absence shall be terminated.

### E. Injury in the Line of Duty

A Police Officer while at work who is injured in or wounded in the line of duty, during the commission of a crime or during an assault or while assisting outside law enforcement agencies, responding to an emergency, while directing traffic, or while performing police services in hazardous conditions, as determined by the College's Worker's Compensation Carrier, will receive full base salary for the period during which the officer cannot return to work or for a maximum period of one (1) year from the date of the injury.

For this period the officer will sign and return to the College the Worker's Compensation checks received.

In the event the absence due to such injury listed above extends beyond one (1) year, the employee will not receive full pay, but shall continue to receive Worker's Compensation as approved by the carrier.

### F. Personal Leave Without Pay

An employee upon five (5) weeks advance written notice to the Human Resources Department and the Chief of Police 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.

### G. 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.

## ARTICLE 8 (continued)

### H. Maternity Leave

Not later than the fifth (5th) month, the staff member shall notify the Chief of Police and a Management Representative from the Human Resources Department, in writing, of the condition of pregnancy. Upon notifying the Chief of Police and a Management Representative from the Human Resources Department 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 Human Resources 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.

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 of Police and a Management Representative from the Human Resources Department 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.

### I. Jury Duty

Regular employees who are summoned for jury duty on a scheduled workday shall receive their straight-time wages while serving as juror but shall be required to submit to the College all monies received as compensation for their jury service immediately upon receiving such juror compensation. For this purpose, "workday" shall be defined as a date on which a scheduled work shift begins. A copy of the order to serve for jury duty shall be presented to the immediate supervisor on the next workday following receipt of said order. Eligibility shall begin on the first day of employment.

## ARTICLE 9 – UNIFORMS, SUPPLIES AND EQUIPMENT

The College recognizes the need for its police officers to maintain a professional appearance and be provided the necessary equipment to carry out the functions of their jobs. The College shall give due consideration to safety in providing, maintaining, and replacing that equipment, as needed.

## ARTICLE 9 (Continued)

### A. Clothing Allowance

1. All new employees will purchase the following items, of the brand, style number and color selected by the College: 5 long-sleeve dress shirts, 2 short-sleeve dress shirts, 3 short-sleeve polo shirts, 5 uniform pants, 2 BDU-style pants, 1 trooper-style hat, 1 coat, 1 raincoat and cap, 1 police tie, and 2 nameplates. Upon change of grade from Probationary Officer to Police Officer 3, Grade 2, the College will reimburse the employee for those items purchased, but in no case shall said reimbursement exceed the cost of that from the established vendor of the College at the time of purchase. Where appropriately-sized uniform components are available in department inventory, the employee may obtain said components in lieu of purchasing them.

Employees will not be required to purchase out-of-season uniform items until required. Noted items shall be purchased in a timely fashion and be in the employee's possession prior to the departmentally determined date to utilize them.

Receipts must be submitted to the Chief of Police or his/her designee at the time of purchase.

Once the College reimburses the employee, said items become the property of the College and shall be returned to the College upon termination of employment.

If a uniform component is damaged on the job within the probationary period, the College will replace said item at its cost. Said replaced components would become property of the College and would have no bearing on the employee's reimbursement as described above.

In addition to the uniform components listed in paragraph one, above, those employees assigned to the bicycle unit shall be issued 2 long-sleeve polo shirts and 2 BDU-style shorts, which would become property of the College upon termination.

2. A uniform cleaning allowance of \$960.00 in each year of this Agreement will be paid in two (2) equal installments on December 15 and June 15 of each contract year.

The cleaning allowance shall be prorated by full months of employment for all eligible employees not employed for the entire fiscal year.

**ARTICLE 9 (continued)**

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 two above.
4. Uniforms damaged in the line of duty will be replaced by the College at no charge to the employee.
5. Any other equipment required to be used and/or worn by employees including, but not limited to, the service weapon, magazines, ammunition, handcuffs, expandable baton, and OC pepper spray shall be supplied, maintained, and paid for by the College and shall be and remain the property of the College. Upon separation for any reason, voluntary or involuntary, all equipment shall be returned to the College.
6. Any officer who is not in proper uniform may be sent home for shift scheduled, without pay.
7. Reimbursement will be available for the purchase of any required clothing/materials for Academy training, to a maximum of \$1,000.00, after successful completion of the Academy course and upon submission of valid receipts. All requests for reimbursement must be submitted on a single purchase requisition.

The reimbursement will be made within forty-five (45) days of receipt by the College of the necessary purchase receipts and upon the filing of the appropriate paperwork with the Business Office.

This provision applies to bargaining unit members who completed the Academy after June 30, 2001, and applies only to unit members on the active payroll on or after July 1, 2001.

**B. Duty Footwear**

1. Reimbursement will be available for the purchase of duty footwear to a maximum of \$230.00 per contract year, upon submission of a valid receipt. Said receipt shall include the purchaser's name and the make and style number of the items purchased. If the item was purchased with cash, a name on the receipt will not be necessary but the employee will then provide the cash receipt along with the end-label from the box. Athletic-style footwear shall be purchased only by officers assigned to bicycle patrol duties. Such footwear is subject to the approval of the Chief or Chief's designee.
2. The reimbursement will be made within forty-five (45) days of receipt by the College of the necessary purchase receipts and upon the filing of the appropriate paperwork with the Business Office.
3. Purchased duty footwear must be worn while on duty.

**ARTICLE 9 (continued)**

**C. Body Armor**

1. The College will provide body armor at a level of 3A for new issues or when existing armor is due for replacement, under section C5 of this article, at no cost to the bargaining unit member. Body armor must be worn while on duty.
2. Should the bargaining unit member opt to upgrade to a higher level of protection, the College will pay for the 3A level, and the bargaining unit member will pay the remaining balance.
3. Should the College impose a change in the current ammunition used, either in caliber or grain, for any purpose or duration, the College will provide appropriate body armor to meet the new level of ammunition being used, within sixty (60) calendar days prior to the change.
4. Said body armor must be worn by the bargaining unit member or kept in his/her official campus locker.
5. The College will process requests for replacement of body armor beginning six (6) months prior to the expiration of the ballistic warranty of the bargaining unit member's current body armor.
6. Should the body armor be damaged in the course of the officer's duties and the ballistic warranty is no longer valid, the employee shall initiate a request for replacement, which will be processed promptly by the College in an effort to have the replacement vest available to the employee within seventy-five (75) calendar days.
7. When an employee ends his/her employment at the College, he/she shall be offered the opportunity to purchase the body armor for payment in the amount of \$300.00. However, employees shall not be entitled to purchase their body armor from the College until they have successfully completed their twelve month probationary period.

- D. The College will maintain and adhere to a posted list of uniforms, supplies and equipment necessary for each bargaining unit member.

**ARTICLE 10 – HEALTH BENEFIT COVERAGE**

**A. General Information**

Coverage for bargaining unit members shall commence on the first day of the month following three (3) months of continuous employment.

## ARTICLE 10 (continued)

### B. Medical Coverage

Medical coverage is provided through the Middlesex County Joint Health Insurance Fund for F.O.P. employees and their eligible dependents (children and spouse). Employees will contribute toward the cost of health benefits, as required by law.

As of July 1, 2011, there are four plans offered; a Traditional (indemnity) Plan, a Point of Service Option and two (2) Health Maintenance Organizations (HMO's). Detailed information on specific plans is available at the Human Resources Department.

Effective July 1, 2011, bargaining unit members covered under the "Traditional" plan will be eligible to participate in a "mail order" prescription plan with 100% coverage under the plan's guidelines and a discounted rate at participating pharmacies.

Employees hired on or after July 6, 2005 will be able to choose from among three (3) medical plan options: a Point of Service Option and two (2) Health Maintenance Organizations.

### C. Dental Coverage

Dental coverage is provided by Middlesex County College for F.O.P. employees and their eligible dependents (children and spouse). Information on all plans is available at the Human Resources Department. There are currently two (2) plan options offered.

The traditional dental plan is provided at no cost to the employee and his/her eligible dependents. Effective January 1, 2001, this plan will offer two (2) levels of coverage – one for providers that are "in-network" and a second level for providers that are "out-of-network."

Effective January 1, 2002 both levels will pay up to a maximum of \$2,250.00 per calendar year, per person for covered expenses, at a rate of 65%-80%, based on the type of services and the provider(s) used. Not all services are covered. You may select the services of in-network and/or out-of-network providers with no special permission or paperwork required.

A preferred provider dental plan is a second option. If you select this plan with single coverage for yourself, there is no cost. If you select husband/wife, family or parent/child coverage, there is currently a monthly fee of \$28.56 and you must authorize this amount to be deducted from your paycheck. If you are on an unpaid leave, you must pay the total amount due for all months you will be on unpaid leave, prior to your leave.

## ARTICLE 10 (continued)

Selection of the plan requires you to utilize the services of participating/designated dentists. A listing of current locations is available in the Human Resources Department.

### D. Right to Change Carriers

The College has the right to change insurance carriers as long as the level of coverage overall is of a similar level overall to that currently enjoyed by the bargaining unit members. The College will use its best efforts to give the Union notice of a change in health insurance carriers within five working days of the College being notified of the change

### E. Waiver of Health Care Benefits

An employee who is eligible for health care coverage from another source may opt to waive his/her medical and/or dental coverage under Internal Revenue Service Section 125 Guidelines and other applicable law. In that case, the employee shall be compensated by the College at the rate of twenty five (25%) percent of the savings for the coverage for which the employee is eligible. In no case may that amount exceed \$5,000.00. An employee who opts to decline coverage will remain uncovered for a minimum of one (1) year. The employee will be eligible to reenroll only during an open enrollment period. The provision of waivers may be discontinued by the College at any time. In such case, an affected employee will be permitted to enroll for the coverage for which he/she is eligible. An employee is not eligible to select waiver of coverage if he/she is otherwise covered by the Middlesex County Joint Health Insurance Fund.

### F. Annual Physical Exam

F.O.P. employees shall be entitled to a physical examination by the physician, licensed optometrist or licensed audiologist of his/her choice during the time period of the current Agreement. F.O.P. personnel may elect to have said reimbursement applied against a single exam in any year or against separate exams in each year so long as the total reimbursement does not exceed the total amount for the designated period.

In order to process a reimbursement for a physical exam:

1. The medical receipt must indicate that a physical exam was performed, the charges incurred and that it was paid by the employee.
2. The medical receipt must be submitted to the insurance carrier for payment. Upon denial, the bill should be submitted on the appropriate purchase requisition form. Under no circumstances will payment be made by both the insurance carrier and the

**ARTICLE 10 (continued)**

College. The purchase requisition form, the insurance company denial and the medical receipt is submitted to the Human Resources Department.

3. If an employee receives payment from both sources, he/she shall be required to return the monies paid by the College.
4. The purchase of eyeglasses, contact lenses or hearing aids may also be submitted through this procedure. However, there will be no requirement to submit it to the insurance carrier first.
5. No payment under this section will be approved to cover annual deductibles or co-pay amounts.
6. Employees shall be entitled to receive an Annual Physical Examination Allowance equal to \$250.00 per year for the term of this contract. The total amount of the allowance (\$250.00 per year x the number of years of the contract term remaining when an employee is hired) may be used in equal annual amounts of \$250.00, or the total available allowance may be used during a single year, but in no case shall an employee's total allowance for the life of this contract exceed \$250.00 x the number of years of the contract term remaining at the time an employee is hired.
7. Request for payment must be submitted within the fiscal year they are incurred.

**G. Retirement Medical Coverage**

When a full-time member of the bargaining unit who has been employed at Middlesex County College for at least twenty (20) years, who has attained the age of at least sixty-five (65) years, retires and is not eligible for medical coverage with the New Jersey State Health Benefit Plan, the College shall provide supplemental health coverage for the employee and his/her spouse. The plan shall be the designated A.A.R.P. plan or a College approved Medicare supplemental coverage plan.

The College will reimburse the participating employee, surviving spouse or the estate quarterly upon submission of cancelled check(s) showing payment, for the full cost of coverage under the supplemental plan health coverage for the employee and/or spouse.

If the retiree shall predecease his/her spouse, the Board shall provide this coverage for the surviving spouse until his/her death.



## **ARTICLE 11 - PROBATION, SENIORITY, LAYOFF AND PROMOTION**

### **A. Probationary Status**

The probationary period for members of the bargaining unit shall be twelve (12) months in duration, 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.

The probationary period may be extended at the sole discretion of the College for an additional period of up to ninety (90) days. At least seven (7) days prior to the extension, the employee shall be informed in writing of the reason(s) for extending the probationary period.

The probationary period shall be automatically extended, by an equivalent period of time, for any leave of absence (as defined in Article 8) in excess of fourteen (14) days.

### **B. Seniority**

1 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. Employees hired on the same date shall rank for seniority purposes according to the last four digits of their social security number with the employee having the highest number being given the greatest seniority. However, employees hired from within the College shall have seniority over employees hired from outside of the College.

\* For the purpose of this provision, employees will be categorized into three (3) ranks: probationary officer, police officer (all 3 grades), and sergeant (both grades).

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

### **C. Layoff**

When the College conducts a layoff, the layoff sequence will be in reverse seniority order (i.e. the employee with the least time in the unit is the first to be laid off). In the course of a reduction in force involving the elimination

## ARTICLE 11 (continued)

of a sergeant position, the incumbent of that position may displace the least senior police officer, provided that said sergeant has greater unit seniority.

### D. Recall from Layoff

1. The last laid off will be the first recalled.
2. In the event of recall from layoff, the Human Resources Office will contact the affected employee by certified letter. If the letter is returned to the College because of an inaccurate address, the employee will forfeit recall rights. The employee must respond with a final answer within four (4) days after receipt. The employee will be required to return from layoff within seventy-two (72) hours of returning the notification to the College. In the event that the employee is gainfully employed, the employee may request up to an additional fourteen (14) calendar days to return to work. The College may require the employee to verify the employment elsewhere in order to qualify for the fourteen (14) day period of returning to work at the College. Failure to respond and/or report within the designated times will be construed by the College as a voluntary resignation.
3. The employee must inform the Chief of Police and the Human Resources Office of his/her current addresses and phone number.
4. The employee will be eligible for recall from layoff for a period of one (1) year from the last day of employment.
5. An employee on layoff shall accrue no sick leave or vacation leave. However, an employee who is recalled from layoff shall have service time prior to layoff included for the determination of the rate of vacation accrual. Unused and unpaid sick leave accrued prior to layoff shall be restored upon recall.

### E. 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 (2) years experience and have the qualifications and ability to perform the work. Where there are two (2) or more officers with equal prerequisite qualifications and ability to perform the work, promotion will be determined by an interview process and a review of employee performance.

## **ARTICLE 12 - UNION SECURITY, UNION REPRESENTATION AND POSTING OF JOB VACANCIES**

### **A. 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 this 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.

### **B. Union Representatives**

1. 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 of Police 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 of Police, 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 of Police.

2. The Board shall provide space in the Police Headquarters building for a Union bulletin board.

## **ARTICLE 12 (continued)**

- 3 The College agrees to allow the Union to use College facilities for meetings of two (2) or more people, subject to prior approval. Such approval shall not be unreasonably withheld.
- 4 The College shall provide the Union with an on-campus office space that can be locked. The office need not be in the Gateway Building.

### **C. Posting of Job Vacancies**

1. Notice of all vacancies and new positions shall be posted on a designated employee bulletin board for a period of five (5) calendar days.
2. Notices of vacancies and new positions shall contain classification, summary of job description, and pay rates.
3. 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 13 - APPEARANCE IN COURT**

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 a minimum of four (4) hours overtime or the overtime for the actual amount of time spent in court, whichever is longer.

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 current IRS rate allowed 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.

Use of employee's personal motor vehicle for college or police department matters other than stated above will not be required unless mutually agreed upon.

Employees must, whenever possible, set court dates for on-duty time and notify the Chief of Police in writing of such date and of any subsequent changes.

## ARTICLE 14 - PENSION PLAN

It is mutually understood and agreed that membership in the "Police and Firemen'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 as well as all applicable rules, standards and procedures shall be as prescribed by law or by administrative regulation promulgated by the New Jersey State Department of the Treasury.

## ARTICLE 15 - GRIEVANCE PROCEDURE

### A. Definition

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

### B. Procedure

#### Step One: Informal - Immediate Supervisor

Within five (5) days of the time a grievance arises or within five (5) 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 five (5) 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 seven (7) 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 seven (7) 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 nine (9) 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.

## ARTICLE 15 (continued)

### Step Three: Human Resources Management Representative

Within seven (7) days after receiving the decision of the Chief of Police, an appeal of the decision may be made by the Union or the employee to the Designated Human Resources Management Representative. It shall be in writing and accompanied by a copy of the decision at Step Two. At the Step Three hearing, testimony and evidence may be presented by either party.

Not later than nine (9) days after receipt of the appeal, the Human Resources Management Representative or designee shall hold a hearing on the grievance.

Within nine (9) days after the hearing, the Human Resources Management Representative or designee shall render a decision in writing.

### Step Four: President's Designee

Within seven (7) days after receiving the decision of the designated Human Resources Management Representative an appeal of the decision may be made by the Union or the employee to the President's designee. It shall be in writing and accompanied by a copy of the decision at Step Three.

Not later than nine (9) days after receipt of the appeal, the President's designee shall hold a hearing on the grievance.

Within nine (9) days after the hearing, the President's designee 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 any dispute within fifteen (15) 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 this Agreement 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

## ARTICLE 15 (continued)

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 this Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or alter the scope or meaning of this Agreement or any provisions therein, nor entertain jurisdiction of any subject matter not covered by this 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.

### C. Miscellaneous

1. The Union or the employee may not present any allegation at Step Three, Step Four, or Step Five not presented in Step Two.
2. 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.
3. Time limits provided in this grievance procedure may be extended by mutual agreement, in writing, between the Union and the College Management.
4. 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.
5. The FOP will file for arbitration directly with PERC and will send a copy of the letter to the President's designee when the Union decides to move a grievance to Step Five, Final and Binding Arbitration, for resolution.
6. All references to days in the grievance procedure Steps 1 through 4 will be construed as working days, excluding Saturdays, Sundays and holidays.

## **ARTICLE 16 - MISCELLANEOUS**

- A. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations.
- B. 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.
- C. 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. Such changes or orders shall be formulated with due regard to the necessity for protecting life and property on the campus and shall be reported to the Chief or Captain within a reasonable period of time.
- D. 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 (1-1/2) his/her regular rate. Training will be scheduled during the normal working hours whenever possible. Training shall not include courses offered by the College.
- E. When an incident occurs involving the unauthorized discharge of a weapon, the bargaining unit member involved shall immediately be placed on administrative leave with full pay pending the completion of an investigation by the Chief or designee.
- F. Department equipment will be maintained in accordance with State and Federal safety standards. Patrol vehicles will meet New Jersey State Motor Vehicle Standards.
- G. Upon written request, in each year of this Agreement, the College will provide for practice use, 500 rounds of qualification ammunition (Q-load) for the appropriate caliber of weapon used on duty. For the Certified Firearms Instructor, that allowance will be 1,000 rounds.

A good faith effort will be made by the employee to retrieve spent shell casings and return them to the College. Unused rounds shall be returned to the College.



## ARTICLE 16 (continued)

- H. The College shall establish an I.R.S. Section 125 plan specifically to allow bargaining unit members the option of paying for child care services through a licensed provider by way of pre-tax payroll deductions, up to the maximum allowed by law.
- I. Bargaining unit members who pre-register by June 30 in any year, will have preference for enrollment of their children in the College's child care center for either the summer of September of that year.
- J. All bargaining unit members will be entitled to use the facilities of the Physical Education Center, including use of the swimming pool, the gym for jogging and racquetball courts at no cost. Said facilities may be used only during times when no class or organized student activity would be disrupted. At no time shall an officer use these facilities while on duty.

## ARTICLE 17 - DISCIPLINE AND DISCHARGE

### A. Discipline

The College retains the right to discipline, suspend and discharge employees for just cause. Internal Affairs Investigations shall be in compliance with the Attorney General's Policy on Internal Affairs.

Discipline will be based on the employee's entire disciplinary record in accordance with the principles of progressive discipline. Progressive discipline is defined as verbal warning (which is written), written warning, one (1) day suspension, three (3) day suspension, and discharge. Separate disciplinary progressions are not required for different classes of misconduct and/or infractions. Management may accelerate the steps of progressive discipline up to and including discharge for serious actions.

The appropriate level of progressive discipline shall be determined by management based on the severity or nature of the employee's action and the last level of previous discipline. Previous discipline which is more than one (1) year old may be disregarded taking into consideration the severity and nature of the employee's action.

Disciplinary notices are permanent records which remain in an employee's personnel file.

### B. Discharge Hearing

1. At no time will an employee be discharged without receiving a hearing.
2. A hearing will be conducted before an individual receives the notice of discharge.

**ARTICLE 17 (continued)**

3. The hearing will be for purposes of investigation before a determination of discharge is made. Said hearing will be held within forty-five (45) working days of the date of knowledge of the occurrence.
4. Both the employee and the Union will be informed in writing of the nature of the issue before the hearing is held.
5. The employee shall have the right to Union representation and the right to present witnesses on his/her behalf.
6. The Director of Labor Relations, or a designee, will serve as the hearing officer.

**ARTICLE 18 - MANAGEMENT RIGHTS**

- A. 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 19 - COMPENSATION**

- A. Compensation

Effective July 1, 2016 each member of the Bargaining unit shall have his/her June 30, 2016 base salary adjusted by an increase of 2.5%.

Effective July 1, 2017 each member of the Bargaining unit shall have his/her June 30, 2017 base salary adjusted by an increase of 2.5%.

Effective July 1, 2018 each member of the Bargaining unit shall have his/her June 30, 2018 base salary adjusted by an increase of 2.5%.

Effective July 1, 2019 each member of the Bargaining unit shall have his/her June 30, 2019 base salary adjusted by an increase of 2.5%.

No bargaining unit member shall be paid less than the minimum rate for his/her classification and grade.

**ARTICLE 19 (continued)**

**B. Salary Classification and Grades**

<u>Grade</u>	<u>2016-2017</u>	<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>
Grade 1 – Probationary Police Officer	38,152	39,105	40,083	41,085
Grade 2 - Police Officer 3 (1 year after hire date)	46,887	48,059	49,260	50,492
Grade 3 –Police Officer 2 (+3 Years)	58,459	59,920	61,418	62,954
Grade 4 – Police Officer 1 (+5 Years)	65,565	67,204	68,884	70,606
Grade 5 – Sergeant 2	72,458	74,270	76,126	78,030
Grade 6 – Sergeant 1 (+5 Years as Sergeant)	73,827	75,672	77,564	79,503

**C. Stipends**

Training Officers - \$1,750.00 annually to be paid semi-annually.

Field Training Officers - \$2.00/hr. while training to be allotted and paid once the training is completed and the hours are submitted by the department to Payroll.

**ARTICLE 20 - EDUCATION**

**A. Educational Incentive Plan**

1. A bargaining unit member who possesses the following degree, shall receive:

Associate Degree	\$1,175.00
Bachelor's Degree	\$1,700.00
Master's Degree	\$2,150.00

Said amounts will be added to base salary.

Whenever the educational incentive amounts in this provision are increased, base salaries of all employees possessing degrees shall be increased by the difference between the incentive amount already imbedded in the base salary and the new incentive amount for the highest degree earned.

2. When a bargaining unit member changes grades, the base salary, as stipulated in Article 19B, will be increased by the highest educational incentive, per Article 20A-1, for which the bargaining unit member is eligible.

3. A member of the bargaining unit who obtains the above degrees while employed as a police officer or sergeant shall receive the same dollar amounts stipulated above in Article 20 Section A-1. Such amount will be added to base salary.
4. The degree must be from an accredited College and the bargaining unit member must furnish an official transcript to the Chief of Police before such money shall be paid.
5. Denial of approval by the College administration or the Board of Trustees shall not be grievable nor shall it be arbitrable.

B. Educational Assistance

1. Bargaining unit members are to be granted tuition and fee-free entrance to any class on a credit or audit basis at Middlesex County College. However, should any portion of a course fee relate to a direct per-student charge to the College, that portion of the course fee will not be waived.
2. Bargaining unit dependents (including husband or wife, children or legally adopted children or other related members of the household) are to be granted tuition-free entrance in any class on a credit or audit basis at Middlesex County College for which they meet the entrance requirements.
3. Retired bargaining unit members and their spouse and dependent children (as defined and accepted under Federal tax law) are to be granted tuition-free entrance, up to six (6) credits per semester and twelve (12) credits per fiscal year, to any class on a credit basis at Middlesex County College provided course prerequisites are met.
4. In the event the course(s) do not generate FTE support, bargaining unit members may waive tuition charges up to \$225.00 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.

The College reserves the right to limit tuition waiver enrollments in non-FTE generating courses in cases where additional waiver enrollments would preclude the possibility of meeting direct expenses for the course.

For the purposes of this Agreement direct expenses are defined as staff salaries directly associated with the course/camp/program.

Course/camp/program materials are covered by materials fees and are not included in this computation. Bargaining unit members, however, will be considered for enrollment in such courses as they register. If the waiver limit is enforced, the College will so advise the Union.

**ARTICLE 20 (continued)**

5. Any spouse and dependent children (as defined and accepted under Federal tax law) of an employee that died while on duty will be granted tuition-free entrance, up to twelve (12) credits per semester and twenty four (24) credits per fiscal year, to any class on a credit basis at Middlesex County College provided course prerequisites are met.
  
6. An annual stipend of \$775.00 will be paid to bargaining unit members who possess Emergency Medical Technician (E.M.T.) Certification. This stipend will not be added to base salary and will be paid in two (2) semi-annual installments on or about June 15<sup>th</sup> and December 15<sup>th</sup> for documented certifications held in the previous six (6) months. EMT certification must be furnished to the Chief of Police or his/her designee. The College will make and retain a copy of the certification, allowing the employee to retain the original.

During the term of this Agreement, bargaining unit members will be allowed to attend recertification classes during regular working hours.

**C. Tuition Reimbursement**

Bargaining unit members will be granted tuition reimbursement at a maximum level of the Rutgers University in-state undergraduate tuition rate, graduate tuition rate or the actual tuition rate, whichever is less, toward attaining a bachelor's or master's degree in criminal justice or a related field, as approved by the Chief. This reimbursement will be for a maximum of fifteen (15) credits per academic year, and course enrollment must be approved each semester by the Chief, prior to enrollment.

In order for this provision to apply:

1. The course(s) must not be available at MCC or the employee must have already reached the maximum number of credits that may be transferred into the college of enrollment;
2. The classes must not conflict with the employee's work schedule;
3. The employee must be employed during the full term of the course; and
4. The course(s) must be completed with a grade of "C" or better (or "Pass" in a Pass/Fail course), and appropriate documentation indicating course completion and grade must be submitted to the Chief. Following that submission, the tuition reimbursement will be processed.

**ARTICLE 21 – SAVING CLAUSE**

If any article or section of this agreement shall be declared invalid, unlawful or unenforceable by reason of any existing or subsequently enacted federal or state legislation or by virtue of any judicial ruling, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.

In the event of invalidation of any article or section for such reason, the college and the FOP agree to meet within thirty days (30) of the invalidation for the purpose of renegotiating said article or section.

**ARTICLE 22 – SECONDARY EMPLOYMENT**

Officers seeking employment during off-hours shall submit a written request for approval to the Chief of Police which fully describes the nature of the work to be performed and the hours to be worked. The request will be denied if the Chief of Police determines the off-duty employment involves misuse of the commission, could adversely affect the officer’s on-duty work performance, could adversely affect the department’s image or efficiency, or could result in a conflict of interest.

During any secondary employment, the employee will not be covered by the Middlesex County College’s Worker’s Compensation and Disability policy.

At no time shall an employee use any College/Department equipment or clothing while involved in outside employment.

**ARTICLE 23 - DURATION**

- A. This Agreement shall be effective upon ratification by both parties. 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.
- B. It is understood and agreed that the parties hereto may by mutual agreement alter or modify this Agreement within the period of its duration.
- C. The parties hereto agree to begin discussions on a successor Agreement on or before April 1, 2020.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed by their duly authorized officers on the 25 day of January, 2017

  
\_\_\_\_\_  
MCC Board of Trustees

  
\_\_\_\_\_  
Fraternal Order of Police Lodge #85  
NJ FOP Labor Council - President

  
\_\_\_\_\_  
Middlesex County College

  
\_\_\_\_\_  
Fraternal Order of Police Lodge #85  
NJ FOP Labor Council - Representative

**ADDENDUM**

*"If the College should enter an agreement, with any other employee unit, that includes more favorable terms for employee contributions toward health/dental benefits, than this Fraternal Order of Police – Lodge #85, NJ FOP Labor Council agreement, those terms will be applied to Fraternal Order of Police – Lodge #85, NJ FOP Labor Council members as well. This 'me too' provision is for the duration of this four year agreement only, and will terminate at its expiration date."*

*"If the College should enter an agreement, with any other employee unit that includes a more favorable negotiated annual salary increase than this agreement, that more favorable negotiated annual salary increase will be applied to Fraternal Order of Police – Lodge #85, NJ FOP Labor Council members as well. This 'me too' provision is for the duration of this four year agreement only, and will terminate at its expiration date."*

For Middlesex County College:

By:  \_\_\_\_\_

Dated: 1/25/17

For the Union

By:  \_\_\_\_\_  
Cory Smith, President

Dated: 01/04/17

