

AGREEMENT BETWEEN
BROOKDALE COMMUNITY COLLEGE
AND THE
BROOKDALE COMMUNITY COLLEGE POLICE DEPARTMENT

Brookdale Community College
765 Newman Springs Road
Lincroft, New Jersey 07738

X July 1, 1984 - June 30, 1987

IN WITNESS HEREOF, the parties hereto have caused these present to be signed by their duly authorized officers on the 20th day of September, 1984.

BOARD OF TRUSTEES
BROOKDALE
COMMUNITY COLLEGE:

BROOKDALE
COMMUNITY COLLEGE
POLICE DEPARTMENT

Gordon N. Litwin/l.s.

Chairman

Michael C. Beadle/l.s.

President
Lodge #79, F.O.P.

Attest:

Attest:

B.A. Barringer/l.s.

Secretary

William E. Sandford/l.s.

PREAMBLE

This Agreement, effective the 1st day of July, 1984 is made by and between Brookdale Community College, hereinafter referred to as the "College" and the Brookdale Community College Police Department, an affiliate of the Fraternal Order of Police, Lodge #79, hereinafter referred to as the "Lodge".

The parties hereto agree with each other as follows:

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ARTICLE 1

RECOGNITION

- 1.1 The College recognizes the Lodge as the sole and exclusive bargaining representative of certain full-time personnel assigned to the College Police Department including Detective-Sergeant, Sergeant, and Police Officer, such titles being commissioned officers, and also certain other titles so assigned, among them Probationary Officer and Police Desk Clerk.
- 1.2 The following titles are excluded from representation by the Lodge:
1. Superior police officers including Lieutenant, Captain, and Director/Chief, Safety & Security.
 2. All others.
- 1.3 Whenever the College creates new positions that may be within the bargaining unit as recognized, the College shall notify the Lodge of the same.
- Whenever used hereinafter, the term "employee" shall mean and be construed only as referring to those Detective-Sergeants, Sergeants, Police Officers, Probationary Officers, and Police Desk Clerks, male and female, of Brookdale Community College as covered by this Agreement.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

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

ARTICLE 3

COLLEGE AND LODGE RELATIONSHIP

- 3.1 The College, in accordance with applicable law and regulation, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons in order to efficiently maintain the grounds, facilities and equipage entrusted to the College, and to determine the methods, means, and personnel by which its operations are to be conducted, and, further, to take whatever actions deemed necessary to enhance or protect the educational mission of the College.
- 3.2 The Lodge shall enjoy such rights as are accorded by this Agreement and law.
- 3.3 The College retains the right to hire, promote, transfer, discipline or discharge employees for just cause which shall include, but not be limited to, incompetence, gross personal misconduct, permanent physical or mental disability, neglect of duty, gross insubordination, criminal acts, or conduct inconsistent with or contrary to the commitment of the College. Disciplinary actions may include, but shall not be limited to, letters of reprimand, periods of probation subject to periodic evaluation at stated times, and suspension without pay as may be deemed appropriate following a departmental hearing at which an employee may request that a representative of the Lodge be present.
- 3.4 The College and the Lodge agree there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Lodge or for refusal to join the Lodge. The Lodge further agrees that it shall not lawfully coerce employee into membership.

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

- 3.11 Authorized representatives of the Fraternal Order of Police, who are not employees of the College, shall be admitted to the premises of the College. Requests for such visitation shall be submitted to the Director of Personnel and shall include date and time. Such visitations shall not interfere with the orderly and routine conduct of the duties of the members of the bargaining unit.
- 3.12 The parties agree to follow applicable law with regard to non-discrimination.
- 3.13 The College and the Fraternal Order of Police agree that there shall be no discrimination on the basis of race, creed, color, religion, age, national origin, sex, or marital status in any manner.

ARTICLE 4

WORKING CONDITIONS

- 4.1 The normal work week for Police Officers on shift assignment shall be five (5) days in seven (7) day period of Monday through Sunday and the days off shall be consecutive. The normal work day shall consist of one eight (8) hour shift. In cases of emergency as declared by the Director/Chief, Safety & Security, or designee, shifts may extend beyond the normal time as indicated above or off duty personnel may be called into work. Such emergency condition will not be arbitrarily declared. The normal work week for Detective Sergeant and other assigned staff will be forty (40) hours.
- 4.2 Starting times of shifts shall be established by the Director/Chief, Safety & Security, or designee and shall be based upon the operating needs of the department. The College retains the rights to change shifts as necessary provided that such change protects the efficient, safe, and secure operation of the campus facilities.
- 4.3 Overtime compensation and the methods by which overtime payments are made shall be consistent with the provisions of the Fair Labor Standards Act except that holidays, bereavement, vacation, personal and sick days shall count towards the calculation of forty (40) hours for computing overtime.
- 4.4 In the event of outside help being called in to work, each off-duty officer of the bargaining unit must first have been asked to work the detail before the work is given to an outside department, special officers, other personnel within the department, or student safety officers.
- 4.5 A Police Officer shall receive compensatory time at the rate of time and one-half for training session and schools in lieu of monetary compensation.

- 4.6 An employee who is recalled from home to return to the College for work shall be guaranteed a minimum pay of four hours.
- 4.7 Employees who are required to remain at work (while other employees are sent home due to inclement weather) shall be paid time and one-half.

ARTICE 5

PROBATIONARY PERIODS

- 5.1 A new employee whose title is within the bargaining unit and not a commissioned rank, shall be considered probationary for the first three (3) calendar months following the first day of actual employment. During this probationary period, the College may dismiss such probationary employees without regard to other provisions of the grievance procedure hereinafter set forth.
- 5.2 A new employee, who is hired as a Probationary Officer, shall continue in an probationary status for a period not to exceed three months following the date upon which the commission of office has been awarded by the Board of Trustees. During this probationary period, the College may dismiss such probationary employees without regard to other provisions of this Agreement and shall not be subject to any review whatsoever under provisions of the grievance procedure hereinafter set forth.
- 5.3 The College shall attempt to enroll Probationary Officers as soon as possible in recognized police training academies which are approved by the Director/Chief, Safety & Security.
- 5.4 An employee whose status is that of Probationary Officer and, who upon attendance at an approved police training academy fails to complete the training or to graduate therefrom, shall be liable to immediate termination by the College. Upon termination, such employees shall have no recourse to other provisions of the Agreement nor shall the termination be subject to any review whatsoever under provisions of the grievance procedure hereinafter set forth.
- 5.5 Upon promotion or transfer to all titles except Police Officer, the first ninety (90) days shall be a period of probation and performance evaluation. An employee who successfully completes the probation shall be known as a regular employee in the job classification.

- 5.6 Upon promotion or transfer to all titles except Police Officer, an employee may voluntarily elect to be returned to the classification formerly occupied at any time within the first ninety (90) days after promotion or transfer.
- 5.7 The Fraternal Order of Police will present a proposal regarding probationary periods which the College will review.

ARTICLE 6

UNIFORMS

- 6.1 The College agrees to furnish at its expense a complete and standard issue of new clothing for each commissioned officer. Head gear, when issued, shall be new. Standard issue shall be three (3) pairs of pants, three (3) long sleeve shirts, three (3) short sleeve shirts, two (2) ties, two (2) hats, and one (1) Sam Brown belt if required by the College. Standard issue shall also include one (1) outerwear jacket, one (1) dress blouse and rain gear including one (1) raincoat, one (1) hat cover, and one (1) pair of rubber boots.
- 6.2 The College agrees to continue the established practice of providing for the maintenance of such uniforms without expense to the employee. The Director/Chief, Safety & Security may in his sole and absolute discretion determine that a uniform was damaged in the line of duty and be replaced at College expense.
- 6.3 Standard issue of clothing shall be as determined by the College; moreover, any change of style, type, or color of uniform adopted by the College shall be at the expense of the College.
- 6.4 Upon separation for whatever voluntary or involuntary cause, all items of standard clothing issue shall be returned to the College except head gear.
- 6.5 Any equipment required to be worn or used by employees covered by this Agreement including handcuffs, mace, night sticks, firearms and ammunition, shall be supplied and paid for by the College and shall be and remain the property of the College.
- 6.6 Each newly appointed Police Officer shall be outfitted at a date not later than the date of commissioning.

ARTICLE 7

PROMOTION AND TRANSFER

- 7.1 In its sole and absolute discretion, the College may promote a regular employee to a higher job classification for which the employee has been recommended by the supervisor with the approval of the Vice President, Administrative Services, and the President. The College will attempt to fill Detective-Sergeant, and Sergeant vacancies from within the bargaining unit when such employees are found eligible and qualified by the College.
- 7.2 A regular employee, who is promoted, shall be entitled to the minimum rate of the job classification or a five (5) percent wage increase, whichever is higher, while rendering satisfactory performance in that job classification.
- 7.3 A regular employee assigned temporarily to a higher job classification shall receive the minimum rate of that job classification or a five (5) percent wage increase, whichever is higher, for the duration of that assignment. Such temporary assignment shall not exceed ninety (90) days in the case of a vacant position except when the assignment is to replace a member of the unit on approved leave including disability and who, furthermore, retains rights to the position for the duration of the leave.
- 7.4 In its sole and absolute discretion, the College may transfer a regular employee to an equated job classification within the unit in order to maintain the efficient, safe and secure operation of the instructional program and facilities.
- 7.5 Promotional increase computations on July 1st shall be made as follows:
First, the promotional increase of 5% or the new minimum whichever is higher shall be granted and then the general wage increase shall be granted subject to the maximums of the salary classification.

ARTICLE 8

SENIORITY

- 8.1 Seniority shall be defined as an employee's total length of service with the College beginning with the date of hire. Upon successful completion of the initial probationary period, service seniority shall accumulate from the date of hire until there is a break in services.
- 8.2 An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service.
- 8.3 A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off.
- 8.4 An employee, who is recalled after a period of layoff, shall be considered to have retroactive and continuing seniority upon the effective date of return to work.
- 8.5 The College shall maintain a seniority roster.

ARTICLE 9

REDUCTION IN FORCE

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

ARTICLE 10

RECALL

- 10.1 The name of the regular employee who is laid off shall be placed on a special re-employment list for the job classification of the employee. No new employee shall be hired for that job classification until all employees on layoff in the classification desiring to return to work shall have been recalled provided such employees on layoff are capable of returning to work and performing the duties required in the job classification. The preferential list shall be in effect for one (1) year from the effective date of layoff.
- 10.2 Regular employees shall be recalled to work in the reverse order of layoff.
- 10.3 A regular employee on layoff shall provide the College with any change of address while awaiting recall. Notice of recall shall be made in writing by certified mail to the last record of the employee's address.

ARTICLE 11

PERFORMANCE EVALUATION

- 11.1 Regular employees shall be evaluated annually during the month of May unless a supervisor may find need for a performance evaluation.
- 11.2 The purpose of performance evaluation shall be to assess the quality of an individual's performance and when required to offer corrective and helpful remedies to improve performance which is below the acceptable standard.
- 11.3 Performance evaluation will be based upon observable behavior and demonstrable productivity related to functional responsibilities delineated in the job description for the title occupied by the employee.
- 11.4 Performance evaluations will be recorded on forms prepared for such purpose and a copy will be filed in the personnel folder of each employee. Provisions shall be made for the attachment of comments by the employee.
- 11.5 Performance evaluations will be conducted by the immediate supervisor of the employee. Following a performance evaluation, the supervisor will hold an interview or personal conference with the employee.
- 11.6. A regular employee, whose performance evaluation is not acceptable, shall be placed upon probation by the College for a period not to exceed thirty (30) days. During the period of probation, the regular employee shall be paid at the rate in effect at the date of evaluation notwithstanding other provisions hereinafter contained. If at the expiration of that period, the performance is not acceptable, the employee shall be terminated.

ARTICLE 12

FRINGE BENEFITS

- 12.1 Regular employees and their immediate families (spouse and children) shall be permitted by the College to take not more than six (6) credits of course work each term at the College for which tuition only shall be waived; other fees and charges incident to the course shall be assumed by the employee, it being further provided that the minimum enrollment for the course has been met, and provided that at all times tuition students have priority of enrollment in any course.
- 12.2 The College shall extend tuition reimbursement for six (6) credit hours per year to those regular employees having an associate degree for undergraduate courses successfully completed leading to a baccalaureate degree in a regular program and for those having a baccalaureate degree for graduate courses successfully completed leading to a master's degree in a regular program. Any regular employee, concurrently matriculated in a baccalaureate degree program and a master's degree program shall be eligible for tuition reimbursement for six (6) credits per year at the undergraduate or graduate level or in combination thereof upon successful completion of such courses. Reimbursement shall be at actual cost not to exceed State University rates and at the discretion and upon prior approval of the College. Such approval shall not be arbitrarily or capriciously withheld.
- 12.3 The insurance benefit program for regular employees shall include:
- A. Blue Cross/Blue Shield with the coverage of the New Jersey Health Benefits Plan plus Rider J for employee and eligible dependents or similar and equally comprehensive coverage at the expense of the College. Eligibility shall be after three (3) months of continuous employment.

- B. Major Medical Insurance with a maximum benefit of \$1,000,000 for employees and eligible dependents at the expense of the College. Eligibility shall be the first day of a month after three (3) months of continuous employment.
- C. Short Term Disability to compensate at the rate of seventy (70) percent of the weekly wage of the employee to a maximum of \$250 per week for a period of twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15th) day of disability.
- D. Dental Program - Effective 7/1/84 the College shall contribute up to \$175 per year for family coverage. Effective 7/1/85 the College's contribution shall not exceed \$187 per year. Effective 7/1/86 the College's contribution shall be the same as provided in the Brookdale Community College Faculty contract.

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

- A. Regular employees, after having secured prior approval of their supervisors, may use not more than five (5) days with pay for personal purposes that cannot be attended to except when the employee is scheduled to be at work. Such use shall include the observance of religious holidays but shall not include days immediately before, or after, a scheduled College holiday nor for vacation or recreation purposes.

Eligibility begin after ninety (90) days of continuous employment and shall not be available during any probationary period. There shall be no accumulation attached to this privilege. At the sole and discretionary option of the College, validation by the employee may be required.

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

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

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

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

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

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

I. Upon application by a member of the bargaining unit, the Board of Trustees in its discretion may grant a leave of absence without pay. This application shall be submitted to the immediate supervisor of the employee.

ARTICLE 13

SPECIAL ALLOWANCES

- 13.1 The College agrees to reimburse employees who are required to use their private vehicles for official business at a rate equal to the highest rate established with any other organized group of College employees. Such reimbursement shall be at the rate of twenty (20) cents per mile for the duration of this Agreement.
- 13.2 The College agrees to pay not more than twenty two dollars (\$22) per night for lodging when an employee is required by the College to be away from home overnight. The College also agrees to pay not more than seventeen (\$17) dollars per day for meals when an employee is required by the College to be away from home. All claims for payment of items under these provisions shall be accompanied by receipts which verify the expenditures which are claimed.
- 13.3 The College agrees to provide dinner payment of not more than seven dollars (\$7.00) for an employee who is required to work at least two (2) hours beyond the normal quitting time. The College shall provide an additional meal allowance not exceeding seven dollars (\$7.00) for each additional four (4) hours worked thereafter. All claims for payment of the meal allowance shall be accompanied by receipts which verify the expenditures which are claimed, except for the four (4) to twelve (12) and twelve (12) to eight (8) shifts, when no receipts will be required for meal reimbursement.

ARTICLE 14

VACATION

- 14.1 Vacation leave with pay shall be earned by regular employees according to the following schedule:
- A. Up to five (5) years of service with the College: five-sixths ($5/6$) of a day per month worked up to a maximum of ten (10) days per year.
 - B. Over five (5) years, but not exceeding ten (10) years of service with the College; one and one quarter ($1 \frac{1}{4}$) days per month worked up to a maximum of fifteen (15) days per year.
 - C. Over ten (10) years of service with the College; one and two thirds ($1 \frac{2}{3}$) day per month worked up to a maximum of twenty (20) days per year.
- 14.2 Accrual of vacation leave starts upon employment; however, no vacation leave shall be taken during any probationary period.
- 14.3 Each July 1 regular employees shall be eligible to carry forward an accrued amount of vacation leave equal to two (2) years' entitlement. Leave in excess of that amount shall be forfeited each June 30.
- 14.4 No regular employee shall be scheduled to take more than the maximum vacation allowance earned in a year at any one time except upon prior approval of the Director/Chief, Safety & Security.
- 14.5 Insofar as it shall be possible, the College will offer regular employees their choice of vacation times. During May of each year the Personnel Office shall prepare and distribute a record of vacation time accrued. Vacation schedules shall be prepared by the supervisor subject to approval of the appropriate Officer of the College. Whenever two (2) or more employees in the same classification wish to vacation at the same time, the schedule shall be determined by the Director/Chief, Safety & Security. If an employee's absence

shall seriously hamper the workflow of the department, the employee may be asked to reschedule vacation to accommodate the workload of the department.

- 14.6 When the College can permit employees to take vacation at a certain period and two or more employees in the same area wish to take vacation at the same time, the individual with greater seniority will be given first choice.
- 14.7 The College shall permit, subject to its manpower requirements as it deems essential to maintaining its operation, employees to utilize vacation days subject to the vacation leave provisions of the contract between the holidays of Christmas and New Year's Day.

ARTICLE 15

PAYROLL DEDUCTIONS

- 15.1 The College agrees, in accordance with appropriate law, to provide for PERS supplemental and/or tax-sheltered annuities and to provide MON-OC Credit Union deductions for employees who properly authorize the College to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966.
- 15.2 The College agrees to deduct from employees wages the dues uniformly required by the Lodge as said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Higher Education. Said monies, together with current records of any correction, shall be transmitted to such person as may from time to time be designated by the Lodge by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate designee of the Lodge.
- 15.3 The Lodge shall certify to the College, in writing, the current rate of its membership dues and the members thereof. Any change in the rate of its membership dues shall be served upon the College by written notice 30 days prior to the effective date of such change.
- 15.4 In accordance with State law the College agrees to deduct an agency shop fee at the full 85% level.

ARTICLE 16

HOLIDAY SCHEDULE

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

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

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

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

16.4 A holiday provided for in this Article that falls on a Saturday shall be observed on the preceding Friday and a holiday that falls on a Sunday shall be observed on the following Monday.

ARTICLE 17

GRIEVANCE PROCEDURE

- 17.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of interpretation or application of any of the provisions of this Agreement, except that the termination or discharge of a probationary employee shall not be subject to this grievance procedure and such action may not be appealed hereunder.
- 17.2 A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time of the occurrence of the event causing a grievance. Within that same thirty (30) day period the grievance procedure will include an informal step before the grievance is admitted to the formal steps. The informal level will be a hearing before the Director/Chief, Safety & Security who shall make note of the hearing and attempt a satisfactory resolution of the grievance. All steps in the formal stage must be followed in order except when there is a mutual determination by the parties to waive any formal step or steps, or to merge given grievances in order to expedite the hearing of a matter at issue.

17.3 Step One

The grievance shall be discussed with the employee involved and the Lodge representative with the Director of Personnel Services or a designated representative. The answer shall be in writing and made within three (3) working days by the Director of Personnel to the employee with a copy to the Lodge.

Step Two

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

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

Step Three

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

- 17.4 Should an employee be laid off or discharged, he shall be entitled to a hearing, starting with the second step above. If it is determined that the layoff or discharge is in violation of the terms of this Agreement, the employee shall be restored to his former position and status without loss of pay, unless there are mitigating circumstances.
- 17.5 If the aggrieved person is not satisfied with the disposition of a grievance at Step Three, within five (5) working days of the disposition at that step, the grievant may request in writing that the Fraternal Order of Police submit the grievance to arbitration. If the Fraternal Order of Police determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person. Written notice shall be presented to the Director of Personnel Services of an intention to submit the grievance to arbitration. The arbitrator shall be selected from a panel requested from the Public Employment Relations Commission (PERC) by the parties in accordance with the procedures of the Commission.
- 17.6 The arbitrator shall hear only the issues that are submitted and shall be limited within terms and conditions of this Agreement and furthermore shall be without

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

- 17.7 The decision of the arbitrator shall be served simultaneously upon the parties not later than thirty (30) days from the date of the hearing or, if oral hearings have been waived, then from the mutually agreed upon date when the final statements and proofs on the issues are submitted to the arbitrator. The decision of the arbitrator shall be binding.
- 17.8 The fees and costs incurred in connection with arbitration, including the services of the arbitrator, per diem expenses of the arbitrator, if any, and actual and necessary travel, subsistence expenses and any costs of the hearing room be shared equally by the College and the Lodge.
- 17.9 When there is evidence or proof to support a claim by the Lodge that a grievance affects a class of regular employees, the Lodge may initiate the grievance in writing at Step II.
- 17.10 The parties agree that there shall be no reprisals against an individual grievant.
- 17.11 The parties agree that grievance hearings shall be held in private.

ARTICLE 18

CLASSIFICATION AND COMPENSATION SCHEDULE

18.1 Effective July 1, 1984 the following CLASSIFICATION AND COMPENSATION SCHEDULE is established:

<u>CLASSIFICATION</u>	<u>COMPENSATION</u>	
	<u>Minimum</u>	<u>Maximum</u>
Detective-Sergeant Sergeant	\$14,186	\$20,240
Police Officer	\$12,927	\$18,395
Probationary Officer	\$12,313	--
Police Desk Clerk	\$ 8,752	\$12,509

18.2 Effective July 1, 1985 the following CLASSIFICATION AND COMPENSATION SCHEDULE is established:

<u>CLASSIFICATION</u>	<u>COMPENSATION</u>	
	<u>Minimum</u>	<u>Maximum</u>
Detective-Sergeant Sergeant	\$14,753	\$21,252
Police Officer	\$13,444	\$19,315
Probationary Officer	\$12,806	--
Police Desk Clerk	\$ 9,102	\$13,134

18.3 Effective July 1, 1986 the following CLASSIFICATION AND COMPENSATION SCHEDULE is established:

<u>CLASSIFICATION</u>	<u>COMPENSATION</u>	
	<u>Minimum</u>	<u>Maximum</u>
Detective-Sergeant Sergeant	\$15,343	\$22,102
Police Officer	\$13,982	\$20,088
Probationary Officer	\$13,318	--
Police Desk Clerk	\$ 9,466	\$13,659

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

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

18.6 All Police Officers shall be graduates of police academies recognized by the State of New Jersey and approved by the Director/Chief, Safety & Security.

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

18.8 A. Subject to applicable maximums, the salary increases for full-time employees, except Probationary Officers, in a pay receiving status on the preceding June 30 shall be as follows:

Effective July 1, 1984: 7.0%

Effective July 1, 1985: 7.0%

Effective July 1, 1986: 6.5%

B. For the year effective July 1, 1984, all unit members will receive a one-time payment of 0.5 percent of their June 30, 1984 base salary. This payment will not be included in base salary and will be paid in a one lump sum payment.

C. For the year effective July 1, 1986, if the salary increment noted above would cause the individual's salary to rise above the new maximum, the amount above the maximum shall be received in a one-time payment and shall not be computed in base. The one-time payment, if applicable, shall be paid the first pay check in July.

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

ARTICLE 19

FIREARMS TRAINING

- 19.1 Commissioned officers shall be required to qualify at an approved police firearms range in accordance with applicable statutes.
- 19.2 Firearms and ammunition necessary for target practice and firearms range qualification shall be furnished by the College upon the approval and at the discretion of the Director/Chief, Safety & Security.
- 19.3 Commissioned officers shall be required to attend firearms safety classes conducted quarterly by the Firearms Safety Officer whom the Director/Chief, Safety & Security shall appoint annually on July 1.
- 19.4 Commissioned officers may be allowed to attend appropriate firearms instructors and training schools upon the option and at the discretion of the Director/Chief, Safety & Security and the approval of the College.

ARTICLE 20

DURATION OF AGREEMENT

- 20.1 This Agreement shall be effective July 1, 1984 and shall continue in effect until June 30, 1987.
- 20.2 During the period of this Agreement, the College agrees that there shall be no lockout, or the equivalent, of members of the Lodge. The Lodge and its members agree there shall be no strike, or the equivalent, it being the desire of both parties to provide uninterrupted and continuous service to the students and public.
- 20.3 Should an unauthorized strike, or equivalent action by the members of the Lodge occur, the Lodge shall immediately instruct its members to return to work immediately. If they do not report, the members who are involved in the action shall be docked an amount equal to a full day's salary for each day, or part thereof, they fail to comply and withhold services.
- 20.4 The College agrees that it shall not bring any damage against the Lodge and its officers for any unauthorized strike or equivalent action, provided there is evidence of a good faith effort on the part of the Lodge leadership to immediately direct the striking members to return to work.