

AGREEMENT BETWEEN



and

FRATERNAL ORDER
OF POLICE
PRIMARY

JULY 1, 1992 to JUNE 30, 1995

AGREEMENT

This Agreement is made and entered into this eighteenth day of October, 1995 by and between Rutgers, the State University of New Jersey, an educational instrumentality of the State of New Jersey (hereinafter called "Rutgers") and the Fraternal Order of Police at Rutgers (hereinafter called F.O.P.).

ARTICLE 1 - PURPOSE

Rutgers and F.O.P. have entered into this Agreement for the purpose of establishing conditions under which officers, as hereinafter defined, shall be employed to work for Rutgers and procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and insuring harmonious relations, cooperation and understanding between Rutgers and its officers.

ARTICLE 2 - RECOGNITION

1. Rutgers recognizes the F.O.P. as the sole and exclusive bargaining agent of its officers as herein defined.

2. The terms "officer" and "officers" as used herein shall include all full-time employees, employed as "University Police Officers", "University Police Sergeants" and "Detectives" by Rutgers in the State of New Jersey; but excluding probationary employees and all supervisors as defined in the New Jersey Employer-Employee Relations Act.

ARTICLE 3 - UNION SECURITY

Rutgers agrees to deduct F.O.P. dues bi-weekly from each officer, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. Each officer may cancel such written authorization giving written notice of such cancellation to Rutgers and the F.O.P. only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly F.O.P. dues shall be in such an amount as may be certified to Rutgers by the F.O.P. from time to time, and at least thirty (30) days prior to the date on which deductions of F.O.P. dues is to be made. Deductions of F.O.P. dues made pursuant hereto shall be remitted by Rutgers to the F.O.P. every four (4) weeks together with a list of the names of officers from whose pay such deductions were made.

TABLE OF CONTENTS

	Page
Agreement	1
1 Purpose	1
2 Recognition	1
3 Union Security	1
4 Union Representatives	2
5 Police Officer's Bill of Rights	2
6 Union/Management Conference	4
7 Grievance Procedure	4
8 Nondiscrimination	6
9 Seniority	6
10 Out of Title Work	8
11 Posting and Promotion	8
12 Vacation	9
13 Sick Leave	10
14 Disabilities Resulting from Pregnancy	10
15 Holidays	11
16 Administrative Leave	11
17 Bereavement Leave	12
18 Military Leave	12
19 Labor-Management Relations Seminars	12
20 Time Off with Pay to Attent Officers' Funerals	12
21 Salary	13
22 Overtime	15
23 Call Back	16
24 Stand-By	16
25 On Call	16
26 Travel	16
27 Court Appearance	16
28 Uniforms	17
29 Workers' Compensation	17
30 Health Benefits	18
31 Retirement	18
32 Educational Benefit	18
33 Change in Work Shifts	19
34 Exchange of Duty Tours	19
35 Shift Preference	19
36 Safety Committee	19
37 Medical Transports	19
38 Service Records	19
39 Mutual Aid	20
40 University Procedures	20
41 Miscellaneous	20
42 Leave of Absence	21
43 Severability	22
44 Term	22
Appendix A	23
Appendix B	24

ARTICLE 4 - UNION REPRESENTATIVES

1. Authorized representatives of the F.O.P., who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers, the F.O.P. representatives shall make their presence and destination known to the Office of Employee Relations or the Division head, or his representative responsible for the area to be visited.

2. Rutgers agrees to recognize the maximum of three (3) committeepersons selected by the F.O.P., one committeeperson for each campus of Rutgers at New Brunswick, Camden, and Newark, and one spokesperson selected by the F.O.P. The F.O.P. agrees to give Rutgers written notice of the names of the committeeperson and their respective areas of responsibility. A committeeperson shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an officer who has a grievance and to discuss the grievance with the appropriate supervisor. The F.O.P. spokesperson or designated representative shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss, and adjust grievances with Rutgers, provided the spokesperson or designated representative is an employee of Rutgers. Neither a committeeperson nor the F.O.P. spokesperson or designated representative shall leave his/her work station without first obtaining the permission of the appropriate supervisor, which permission shall not be unreasonably withheld. When a designated representative is appointed to represent the F.O.P. spokesperson, the F.O.P. shall advise the Office of Employee Relations of the name of the person so appointed and the duration of such appointment.

3. Rutgers agrees to permit authorized representatives of the F.O.P. employed by Rutgers to take time off without loss of pay for the purpose of attending F.O.P. conventions, conferences, and educational classes in an amount not to exceed twelve (12) days per year during the period of the Agreement. Permission for such time off must be obtained from Rutgers. Such permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing to the Office of Employee Relations.

ARTICLE 5 - POLICE OFFICER'S BILL OF RIGHTS

1. No officer shall be discharged, suspended or disciplined except for just cause. Before an officer is suspended for a period in excess of five (5) days, involuntarily demoted, or terminated, the University Police Department shall conduct an interview with the officer at which time the officer will be informed of the reasons for the interview and the officer may respond.

2. Reasons for discipline shall be put in writing and Rutgers shall provide a copy of any written reprimand, notice of suspension, involuntary demotion or termination to the officer and the F.O.P. In cases of suspension, the length of the suspension will be stated in the notice.

3. In the case of any disciplinary action, the sole right and remedy under this Agreement shall be to file a grievance through and in accordance with the grievance procedure.

4. An officer being formally questioned by the Hearing Board or a superior officer investigating his/her alleged violation of the Weapons Policy shall be entitled to have F.O.P. representation during such questioning.

5. An officer being formally questioned after investigation of a complaint arising outside the University Police Department shall be entitled to have F.O.P. representation during such questioning. The officer will be informed of the nature of the investigation and of the name and the address of the complainant, if known, before such questioning commences. Rutgers will make a reasonable effort to ascertain such address. The officer's official record will carry a notation of the ultimate disposition of such investigations.

6. When a written complaint or a derogatory memo against an officer is to be placed in his/her personnel file, the officer will be given two (2) copies of the document. The officer shall return one copy, signed and dated, for the file.

7. If an officer is under arrest while within the jurisdiction of the University Police Department he/she shall be entitled to the same rights as those of any other citizen. In such case, after charges have been served, the officer shall have the option of requesting the presence of an F.O.P. representative before being subject to interrogation.

8. If a University Hearing Board outside the jurisdiction of the University Police Department convenes a hearing to investigate charges against an officer, and the officer is called to appear to answer questions, the following will apply:

- a. Rutgers shall issue a notice to all parties involved stating the time and place of the hearing and the charges.
- b. The officer will be given the opportunity to present evidence and argument with respect to the issue.
- c. The officer shall have the opportunity to cross-examine witnesses and submit rebuttal evidence.
- d. The officer may be accompanied by his/her F.O.P. representative and/or legal counsel. If the officer will be accompanied by legal counsel, the officer shall inform the Chief before the date of the hearing.

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

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

ARTICLE 6 - UNION/MANAGEMENT CONFERENCES AND DEPARTMENTAL MEETINGS

A Union/Management Conference is a meeting between the F.O.P., the Office of Employee Relations, and such other representatives of Rutgers as appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, shall take place at a mutually convenient time and place and may be attended by no more than three F.O.P. Representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such a meeting. International Representatives of the F.O.P. may attend such meetings. Agreements reached at Union/Management Conferences will be reduced to writing.

The Chief of Police of each campus will arrange for periodic meetings with officers to discuss work-related problems. The F.O.P. shall have the right to request such a meeting.

ARTICLE 7 - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application, or claimed violation of any provision of this Agreement, or of any Rutgers policy or any administrative decision relating to wages, hours or other terms or conditions of employment of the officers as defined herein.

2. Any grievance of an officer, or of the F.O.P., shall be handled in the following manner:

Step 1

An officer having a grievance shall present the grievance in writing within ten (10) working days after the occurrence of the event or the knowledge of the event out of which the grievance arises to the lowest level of supervision that is appropriate to the grievance. The officer may be accompanied by a committeeperson at the meeting that may be held to attempt to adjust the grievance, such meeting to be held within two (2) days of the submission of the written grievance. The Supervisor shall give his/her answer in writing within two (2) days of a step 1 meeting, or within four (4) days of receipt of the written

grievance if no meeting will be held, provided that any meeting shall be scheduled within four (4) days of receipt of the grievance unless the grievant and the supervisor agree to an extension of time.

Step 2

If the officer and/or F.O.P. is dissatisfied with the decision, the written grievance may be presented to the Chief of the appropriate campus or other appropriate official within three (3) working days of the receipt of such decision. The Chief of the appropriate campus or other appropriate official shall meet with the officer and/or F.O.P. representative(s) within five (5) working days following receipt of the grievance and shall render a written decision to the officer or his/her representative within three (3) working days of the date of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Employee Relations and to the spokesperson of the F.O.P.

Step 3

If the officer and/or F.O.P. is dissatisfied with the decision at step 2, the written grievance may be presented in writing to the Office of Employee Relations within three (3) working days of receipt of the step 2 decision; with a copy to the step 2 level of authority. The Office of Employee Relations shall arrange for a meeting with the officer and F.O.P. representative(s) within five (5) working days of receipt of the grievance. When an individual has been selected as a 3rd step hearing officer, that person shall not meet with any of the principals in the grievance with regard to the subject matter of the grievance until the grievance hearing is formally convened.

A written decision shall be rendered by the Office of Employee Relations within five (5) working days of such meeting. A general grievance, one that may affect all or a group of officers, may be presented by the F.O.P. at step 3 instead of step 1.

Step 4

If the F.O.P. is not satisfied with the decision at Step 3, the F.O.P. may, within ten (10) working days after the receipt of the written decision of the third step Hearing Officer, submit the grievance to binding arbitration. Rutgers and the F.O.P. agree that the arbitrator to be chosen jointly shall be selected by petitioning the New Jersey State Mediation Board to provide a list of ad hoc arbitrators from its panel of experts in public employment dispute settlement from which the neutral arbitrator shall be selected in accordance with the rules and procedures of the State Mediation Board. Each party shall be responsible for its costs including any expenses of its designee. Each party will pay one-half the fee(s) of the arbitrator.

3. Saturdays, Sundays, and holidays shall not be considered working days in computing the time limits provided for above. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon Rutgers, the F.O.P. and the officer or officers involved.

4. An officer shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other officers during regular working hours at any step of the grievance procedure, such officers shall not lose pay for such time.

5. In the event of the discharge for cause of any officer, Rutgers shall promptly give written notice of the discharge to the committeeperson responsible for the campus on which the discharged officer had been employed, and attempt to give telephone notice to the spokesperson of the F.O.P.

6. At steps one, two, and three of this procedure, neither the F.O.P. nor the University will be represented by an attorney.

ARTICLE 8 - NONDISCRIMINATION

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

ARTICLE 9 - SENIORITY

1. All officers shall be considered as probationary employees for the first ninety (90) calendar days of their employment in the unit. Probationary employees may be disciplined or terminated at any time at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of Article 7, Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment in the unit. In the event that two (2) or more officers commence their employment on the same date, continuous prior departmental service, continuous prior University service, and the alphabetical order of their last names, in that order, shall be used to determine their seniority with regard to each other.

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

3. The Office of Employee Relations shall maintain a seniority list of officers, a copy of which shall be furnished to the F.O.P. The Office of Employee Relations also shall furnish to the F.O.P. copies of the monthly reports reflecting changes in the seniority list.

4. An officer's seniority shall cease and his/her employee status shall terminate for any of the following reasons:

- a) Resignation or retirement;
- b) Discharge for cause;
- c) Continuous layoff for a period exceeding six (6) months;
- d) Failure of the recalled officer to notify the University in writing within seven (7) calendar days of receipt of notification of recall that he/she intends to accept such offer of reemployment. An employee accepting such an offer of reemployment must return to active service within fourteen (14) calendar days of such notice of reemployment unless a later date is agreed to by Rutgers. Written notice of recall to work shall be sent by Rutgers by certified mail, return receipt requested, to the officer's last known address as shown on Rutgers personnel records;
- e) Failure to report for work for a period of three (3) consecutive scheduled working days without subsequent notification to Rutgers of a justifiable excuse for such absence;
- f) Failure to report back to work within three (3) consecutive work days upon expiration of vacation, leave of absence or any renewal thereof unless prior approval has been granted by the Chief. Where the officer has a justifiable reason for failure to report back to work on time, approval will not be unreasonably withheld.

5. When Rutgers decides to reduce the number of officers in any particular job title, the officer or officers in such job title with the least seniority shall be laid off. Officers so laid off shall not be entitled to displace any other officer during layoff which persists for two (2) calendar weeks or less, or during a holiday shutdown, whichever is longer. Any officer so laid off from a particular job title may displace the officer with the least seniority in any lower rated rank, provided that he/she has the requisite qualifications and ability to perform the work available. Any officer exercising his/her right to displace another officer with less seniority in any lower rated rank shall be paid at the rate of such job.

6. Officers shall be recalled to work from layoff in order of their seniority provided that they have the requisite qualifications and ability to perform the work available.

ARTICLE 10 - OUT OF TITLE WORK

1. When an officer is temporarily transferred to work in another job title within the bargaining unit, such assignment may be made without regard to seniority or the posting/promotion clause of this Agreement for periods up to 30 days unless mutually extended by Rutgers and the F.O.P. If after 30 days, an extension period has not been agreed upon, the officer shall revert to his permanent rank and job function.

2. When Rutgers assigns an officer to temporarily work in another job title, the officer upon completion of the third (3rd) continuous working day or the completion of a complete tour, whichever is less, shall be entitled to receive extra pay for the period of temporary assignment retroactively to the first day of the temporary assignment, the rate of pay being equal to one unit of increase in his/her range as appropriate for that time period. It is understood that Rutgers will not rotate a temporarily assigned officer for the purpose of avoiding compensation to the officer under this provision. When an officer fulfills such temporary assignment, it shall be noted by preparing a memorandum outlining the assignment and filing the memorandum in the officer's personnel file.

3. When an officer is temporarily assigned to work in another title not within the bargaining unit, the compensation provision in (2) above will apply.

ARTICLE 11 - POSTING AND PROMOTION

1. A permanent job opening which represents a promotional opportunity in the unit shall be posted on appropriate bulletin boards for a period of fifteen (15) working days. Copies of such postings shall be furnished to the F.O.P. spokesperson when such postings commence. Probationary officers are ineligible to bid for permanent job openings.

The posting shall contain the following information: a brief description of the position; qualifications required; location; shift and days off where applicable; salary range; and procedure to be followed by officers interested in making application.

2. Upon promotion, an officer shall be informed of his/her new rate of pay.

3. An officer who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate his/her seniority as provided for in this Agreement for a period of one (1) year from the date of the promotion or transfer, during which period of time the officer may be returned to work in a position within the unit comparable to the one which he/she held at the time of his/her promotion or transfer.

4. For the life of this Agreement, each officer's promotion board test results will be posted as soon as feasible after the testing. Such test scores will be posted in a manner that will preserve the privacy of the test takers.

ARTICLE 12 - VACATION

Regularly appointed full-time officers are first eligible for vacation upon completion of the fiscal year during which they are employed; vacation is accrued on the basis of one day for each full month during that period. The vacation rate thereafter is:

One through 12 years' service - 15 working days
13 through 20 years' service - 20 working days
Over 20 years' service - 25 working days

When an employee completes twelve years of service during a fiscal year, he/ she will earn vacation for the remainder of that fiscal year at the rate of 1 2/3 days per full month of service.

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

The allowance earned in one fiscal year must be used before the end of the following fiscal year or it is forfeited, except that, if it is mutually agreed between the officer and his supervisor that the pressure of work or special circumstances make it difficult for the officer to use his/her current vacation allowance, then a maximum of one year's vacation allowance may be carried forward into the next succeeding year. However, an officer may not expect to combine the entire vacation allowance from two fiscal years unless the supervisor and officer mutually agree to such an extended vacation.

If an officer becomes ill during five (5) or more of his/her vacation days, that portion of his/her vacation during which he/she was ill may be converted from vacation time to sick leave provided that:

1. He/she was hospitalized during his/her vacation period; or
2. He/she was under a doctor's care for illness other than a chronic condition during the course of his/her vacation.

In order to be eligible for such conversion of vacation to paid sick leave, the officer must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in the immediate family while an officer is on vacation, bereavement time may also be charged to bereavement leave.

Upon separation, an officer shall be entitled to payment for his/her accrued vacation allowance. Such allowance shall include any unused vacation earned in the previous fiscal year plus the amount of vacation earned in the fiscal year when separation occurs.

All regular full-time officers originally hired on a full-time voucher basis will have their vacation eligibility computed from their original date of hire.

ARTICLE 13 - SICK LEAVE

Sick Leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather or any relative of the officer residing in the officer's household) who is seriously ill, or for exposure to contagious disease.

Sick leave days are earned at the rate of fifteen (15) days per fiscal year (1-1/4 days per month). During the first fiscal year of employment, sick leave days will be earned at the rate of one day for each full month of service except that fifteen (15) days shall be earned for the first fiscal year for officers appointed on July 1st.

Unused sick leave is cumulative.

Officers who use more sick leave than accumulated will have their pay adjusted accordingly.

Officers are expected to notify their respective headquarters, preferably by telephone, as early as possible at the beginning of the workday on which a sick leave day is used and to keep their headquarters adequately informed should the absence extend beyond one day.

When an officer is to be required to submit a medical certificate when the officer's absence record shows a pattern of apparent abuse or of excessive use of sick leave, the officer will be so advised. The requirement shall be in effect for each subsequent absence until such time as the University determines that corrective action has been accomplished. When Rutgers directs an officer to have a physical examination, Rutgers will pay the cost of the examination.

When the department decides that an officer, because of direct involvement in a traumatic event, is under severe stress and should be relieved of duty for a short period of time, such time off will not be charged to the officer's earned time.

After retirement, officers are eligible for a payment of one-half of their accumulated earned but unused sick leave credited to the officer in the records of the University in conformity with the rules and regulations governing such provisions.

ARTICLE 14 - DISABILITIES RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, for all job related purposes are to be considered short term disabilities incurred by members of the bargaining unit.

ARTICLE 15 - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day plus three (3) additional personal holidays to be selected by the officer with the approval of the supervisor. In the event the University requires an officer to work on a previously scheduled personal holiday, the officer will be compensated in the same manner as for any other holiday worked. Rules for the use of this additional holiday will be governed by those applicable to Administrative Leave. When any of the fixed holidays falls on a Sunday, the following Monday is observed in lieu of the holiday.

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

ARTICLE 16 - ADMINISTRATIVE LEAVE

Full-time officers shall be granted three (3) days administrative leave at the beginning of each fiscal year. Officers hired after the beginning of the fiscal year shall be granted a half (1/2) day administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three days.

Officers appointed to a 10-month basis shall be granted administrative leave on the same basis except the maximum shall be 2-1/2 days per year.

Administrative Leave shall be granted by Rutgers upon request of the officer and shall be scheduled in advance provided the request can be granted without interference with the proper discharge of the work in the work unit involved.

Administrative Leave may be used for personal business, including emergencies and religious observances. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies; (2) religious holidays; and (3) personal matters. If there is still a conflict, the matter will be resolved on the basis of seniority within the work unit.

Administrative Leave may be scheduled in half-day units; 1/2 day, 1 day, 1-1/2 days.

Such leave shall not be cumulative. Unused balances in any year shall be cancelled.

ARTICLE 17 - BEREAVEMENT LEAVE

An officer who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather, grandchild, or any relative of the officer residing in the officer's household) may charge up to three days for such absence to bereavement leave. However, in the event that a funeral of a member of the immediate family is held at some distant location and the officer will attend, an exception to the above may be requested by the officer to provide for up to five days of absence to be charged to bereavement leave.

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

ARTICLE 18 - MILITARY LEAVE

Any full-time regularly appointed officer who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a leave of absence with pay for the usual prescribed training period not to exceed fifteen (15) working days per year. Such leave shall not be charged against vacation time.

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

The officer must give the supervisor a two (2) week advance notice of such leave and must present to the supervisor a copy of the official governmental orders authorizing the military training.

Additional information on military leave may be obtained from the Division of Personnel Services.

ARTICLE 19 - LABOR-MANAGEMENT RELATIONS SEMINARS

Officers may be given permission to attend without loss of pay, labor-management relations seminars when the subject matter is deemed to be of benefit both to the F.O.P. and Rutgers. Such permission shall not be unreasonably withheld.

ARTICLE 20 - TIME OFF WITH PAY TO ATTEND OFFICERS' FUNERALS

Time off will be granted as follows provided it does not interfere with the orderly operation of the department. The President or his/her designee shall be granted time off without loss of pay to a maximum of three (3) days in each year to attend the funeral(s) of police officers killed in the line of

duty who served in communities adjacent to the Rutgers campuses. The President or his/her designee shall be allowed time off to attend the funeral of any active or retired Rutgers police officer regardless of cause of death. The maximum time off for any one funeral will be four hours.

ARTICLE 21 - SALARY

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

Fiscal Year 1992-93

1. Eligible officers will receive an increment on the appropriate anniversary date.
2. Effective July 1, 1992, replace the existing salary guide for police officers as specified in Appendix A and replace the existing salary guide for sergeants and detectives as specified in Appendix B.
3. Police officers who have been at Step 7 for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached Step 7.
4. Sergeants and detectives who have been at Step 8 for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached Step 8.
5. Effective, July 1, 1992, the minimum step for officers entering the unit will be Step 4.

Fiscal Year 1993-94

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

2. Effective July 1, 1993, add a new salary guide for Senior Police Officers as specified in Appendix A and a new salary guide for Senior Sergeants and Detectives as specified in Appendix B.

3. Effective, July 1, 1993, the minimum step for officers entering the unit will be Step 3.

4. Police Officers who have been at Step 7 for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached Step 7.

5. Sergeants and Detectives who have been at Step 8 for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached Step 8.

6. On July 1, 1993, all police officers who are then at Step 4 of the Police Officer Salary Guide will be placed at Step 3 of the Police Officer Salary Guide; those police officers who are then at Step 5 will be placed at Step 4; police officers who are then at Step 6 will remain at Step 6; and police officers who are then at Step 7 will be placed at the Senior Officer Step.

7. Effective July 1, 1993, after a police officer has completed six years of service in the negotiations unit, he/she will be appointed to the new title of Senior Officer, provided said officer has notified, in writing, his/her supervisor that he/she has completed six years of service in the negotiations unit and provided said officer has not been suspended for poor work performance in the previous year. Upon appointment, the police officer shall be placed on the appropriate Step on the Senior Police Officer Salary Guide, as set forth below in paragraph 10.

8. Effective July 1, 1993, after a sergeant has completed five years of service in his/her rank, he/she will be appointed to the new title of Senior Sergeant, provided said sergeant has notified, in writing, his/her supervisor that he/she has completed five years of service in his/her rank and provided said sergeant has not been suspended for poor work performance in the previous year. Upon appointment, the sergeant shall be placed on the appropriate Step on the Senior Sergeants/Detectives Salary Guide, as set forth below in paragraph 10.

9. Effective July 1, 1993, after a detective has completed five years of service in his/her rank, he/she will be appointed to the new title of Senior Detective, provided said detective has notified in writing, his/her supervisor that he/she has completed five years of service in his/her rank and provided said detective has not been suspended for poor work performance in the previous year. Upon appointment, the detective shall be placed on the appropriate Step on the Senior Sergeants/Detectives Salary Guide, as set forth below in paragraph 10.

10. Upon appointment to Senior rank, the employee shall be placed at the Step on the applicable Guide for Senior ranks which provides a rate equal to the rate previously applicable to that employee on the applicable non-Senior

rank guides. If there is no equal rate, the employee shall be placed on the next higher Step on the Senior rank guide, but in no event shall any employee receive a salary more than the top step on the Senior Officer Guide.

11. Effective October 1, 1993, there will be a 5% across the board increase as specified in Appendix A and Appendix B.

Fiscal Year 1994-95

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

2. Effective July 1, 1994, there will be a 6% across the board increase as specified in Appendix A and Appendix B.

3. The minimum step for officers entering the unit will continue to be Step 3.

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

4. Sergeants, detectives, senior sergeants, and detectives who have been at step 8 for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached step 8.

ARTICLE 22 - OVERTIME

Overtime requested and authorized by the University Police Department shall be compensated at time and one half for hours worked in excess of 40 hours in the workweek.

Rutgers will insofar as possible provide an equal opportunity for overtime work and shall maintain an overtime log for this purpose which shall be available to the F.O.P. for review.

Officers covered by this Agreement will be assigned to appropriate work in connection with University sponsored events to the extent they are available prior to employing non-Rutgers personnel.

In the event that there are insufficient number of officers willing to cover a given overtime assignment, then Rutgers may assign the necessary number of officers to cover the assignment.

ARTICLE 23 - CALL BACK

Any officer called back to work after he/she has completed his/her regular workshift and has left his/her place of work, shall be guaranteed a minimum of four hours pay. Such officer shall be required to work all hours which are required by his/her supervisor. If the officer elects to leave before the end of the four hours, and the supervisor approves, the officer will be paid only for the time actually worked.

ARTICLE 24 - STAND-BY

Officers are not normally expected to stand by. However, under exceptional circumstances they may be requested to leave a telephone number where they can be reached.

Officers who have occasional commitments which make it difficult for them to stand by may so notify the officer in charge. In the event of a call back, to the extent possible, officers who have not given such notice will be called back first.

ARTICLE 25 - ON CALL

Officers who are regularly scheduled to be "on-call" to receive communications from the University Police Department shall be compensated at the rate of \$250 per quarter effective July 1, 1992.

ARTICLE 26 - TRAVEL

All officers traveling on behalf of the University on official business, including authorized training sessions, at the explicit direction of Rutgers, shall be covered by the travel regulations set forth in the University Regulations, Procedures, and Forms Usage Manual.

ARTICLE 27 - COURT APPEARANCES

When an officer is required to appear as a witness before any court, judicial or quasi-judicial body or agency in connection with the responsibilities related to official duties, he/she shall be compensated for such time. If the off-duty appearance is less than two (2) hours, the officer shall be guaranteed a minimum of two (2) hours pay.

The officer shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances.

ARTICLE 28 - UNIFORMS

1. Rutgers will supply uniforms to officers and replace and repair items that are worn or damaged in line of duty. Initial alterations and insignia placement will be provided by Rutgers.
2. Each officer shall receive an annual uniform maintenance allowance of \$450 payable quarterly effective July 1, 1992.

ARTICLE 29 - WORKERS' COMPENSATION

An officer injured in the course of his/her employment must immediately seek medical attention from the nearest University-appointed physician. Locations of the University-appointed physicians are as follows:

1. College Avenue Campus - Hurtado Health Center,
Bishop Place
2. Busch/Kilmer Campuses - Busch/Livingston Health Center,
Hospital and Rockefeller Roads
3. Douglass/Cook Campuses - Willets Health Center,
Jameson Campus, Suydam Street
4. Newark Campus - Student Health Center
249 University Avenue
5. Camden Campus - Student Health Center
429 Cooper Street

In the event of a medical emergency or an off-campus injury to the officer while on duty, the officer must go to a hospital and immediately notify the appropriate University police headquarters. Any officer may be treated by a physician of his/her own choice provided he understands that the cost is his/hers. In most instances medical insurance plans will not reimburse him/her. Student Health physicians may refer a patient to a specialist or other physician. In these instances, the University will pay all charges.

The University agrees to maintain an officer at full salary for a period of up to 13 weeks for an authorized disability when the officer is disabled in the course of employment. Salary continuance for compensable disability does not affect sick leave or vacation accrual. If at the end of the 13-week period, an officer is still disabled, he/she may elect to continue on full salary by using sick leave available, or may elect to go on leave of absence without salary and receive the statutory Workers' Compensation benefit.

If the Rutgers University Police Department determines that such temporary total disability was caused by a traumatic injury suffered in the performance of work which is uniquely police work, and the disability extends beyond thirteen weeks, Rutgers will supplement the statutory payments for up to thirty-nine additional weeks.

ARTICLE 30 - HEALTH BENEFITS*

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

2. During the life of the Agreement, full time officers and eligible dependents shall be eligible for participation in the eye care program.

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

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

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

ARTICLE 31 - RETIREMENT*

Officers shall be eligible for participation in the Police & Firemen's Retirement System consistent with its rules and regulations.

Should there be changes made in this plan by legislation during the term of this Agreement, all such changes appropriate to members of this negotiating unit shall be made and effected in accordance with the provisions of such legislation.

Administrative rules are established by the Division of Pensions.

ARTICLE 32 - EDUCATIONAL BENEFIT

An officer who is enrolled in University classes may be given permission to change his/her duty tour with another officer provided that no overtime or meal allowance accrues to either officer as a result of the change.

*for information only

ARTICLE 33 - CHANGE IN WORK SHIFTS

Prior to effecting a change in the regular starting time of work shifts, Rutgers shall discuss such change and the need for such change with the representative of the F.O.P. unless emergency situations make such notice and prior discussion impractical. Rutgers shall notify the President or Representative of the F.O.P. when such actions are to take place.

ARTICLE 34 - EXCHANGE OF DUTY TOURS

Officers may be given permission to exchange tours of duty for their own benefit, provided no overtime accrues to either officer and provided no meal allowance need be paid. A strict accounting must be kept of approved exchanges.

ARTICLE 35 - SHIFT PREFERENCE

When a special duty position becomes available within a particular job classification, notice of that position will be posted for a period of one (1) week. Officers who wish to be considered for the position should make a request for consideration in writing to the appropriate supervisor. Such requests shall be considered before an appointment is made.

When an officer desires a change in squad assignment, he/she shall put such request in writing to the University Police Department for consideration.

ARTICLE 36 - SAFETY COMMITTEE

Rutgers and the F.O.P. shall establish jointly a standing committee to discuss mutual problems concerning officer health and safety. The committee shall meet bi-monthly. Immediate safety problems shall be reported to the Department of Radiation & Environmental Health & Safety and to the Safety Committee.

ARTICLE 37 - MEDICAL TRANSPORTS

Except in cases of emergency, officers will not be required to transport handicapped persons or persons known to have a communicable disease. Officers will be provided with training in the proper procedures for handling mental patients.

ARTICLE 38 - SERVICE RECORDS

The Service Record maintained at the University Police Department shall be the official record and shall include the official disciplinary record. Each officer who wished to inspect his/her record may do so on his/her own time during normal office hours by prearrangement.

The officer may copy statements contained in the file, and may have an F.O.P. representative present provided the representative is on his/her own time.

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

ARTICLE 39 - MUTUAL AID

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

Rutgers shall not assign officers covered by this Agreement to work under the jurisdiction of communities whose Police Officers are engaged in a job action. This will not preclude the use of personnel of Rutgers Police Department from assisting another community when so requested by another community to perform vital emergency functions.

ARTICLE 40 - UNIVERSITY PROCEDURES

Rutgers and the F.O.P. agree that officers shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the bargaining unit provided for in the University procedures even though not specifically provided for herein.

ARTICLE 41 - MISCELLANEOUS

1. Rutgers shall provide a bulletin board, space on a bulletin board or space for a bulletin board for posting by F.O.P. representative of notices related to official F.O.P. matters. Such space shall be provided for at each of the division headquarters (Camden, Newark, New Brunswick). The F.O.P. agrees that notices posted on such bulletin boards shall not contain political or controversial material or any material not related to official F.O.P. business.

2. Rutgers may from time to time, establish and issue reasonable rules and regulations concerning the work to be performed by and the conduct of its officers, including a discipline code, and it shall apply and enforce such rules and regulations fairly and equitably. These rules and regulations shall not be inconsistent with the terms of this Agreement. Departmental regulations and discipline code shall be published in a manual and in that form, distributed to all officers. Changes to the manual shall be by means of an addendum.

3. Effective July 1, 1992, officers who are required to work for more than two hours beyond their regular shift shall be eligible for one meal allowance of \$5.50.

4. Rutgers and the F.O.P. agree to establish a committee, if necessary, to discuss Employee Performance Evaluation procedures.

5. Officers shall continue to have a paid lunch period to be determined by departmental policy.

6. The annual motor vehicle registration fee for officers wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the officer's annual salary for officers earning less than \$25,000. Thereafter, beginning January 1993, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999 the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary.

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

7. Officers shall perform duties associated with reading bulletin boards, taking notes of all alerts, and standing for shape-up inspection at the start of their tour of duty.

8. An officer may request permission to attend, without loss of pay but at his/her own expense, a training course that will specifically enhance skills required by the officer's duties. Such request must be made in writing to the Chief, through the chain of command, as early as possible. The department will advise the officer whether permission has been granted. When the department requires an officer to attend a training course on his/her day off, he/she will be given an alternate day off. The alternate day will be at the discretion of the department.

9. Effective April 8, 1990, an officer assigned as a "Training Officer" for new recruits will receive a cash payment of \$250 for each training period.

ARTICLE 42 - LEAVE OF ABSENCE

1. Personal Leave

The department does not normally grant an extended leave of absence. If an officer is confronted with a situation of very unusual circumstances, the officer should explain these circumstances in writing to the Chief for consideration.

2. Medical Leave

When an officer is unable to perform the duties of his/her job because of a medically substantiated illness or injury and has used all accumulated earned time, the department may grant a medical leave of absence without salary for a period of up to three months.

ARTICLE 43 - SEVERABILITY

Rutgers and the F.O.P. understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of the Agreement.

ARTICLE 44 - TERM

The term of this Agreement is July 1, 1992 to June 30, 1995.

Date: 3/15/96

RUTGERS, THE STATE UNIVERSITY

Christine B. Mowry
Joseph J. Thompson
Chief William Murphy, NO
Chief Ottorino Celenti

FRATERNAL ORDER OF POLICE

Ray M. Gowns
Vincent Vega Hall
JC
AB

APPENDIX A

POLICE OFFICER SALARY SCALES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	SR OFF STEP
July 1, 1992	26812	28537	30263	31988	33714	35439	37164	37907
July 1, 1993	29620	30804	31988	33172	34356	35540	36724	37908
Oct. 1, 1993	31101	32344	33587	34831	36074	37317	38560	39803
July 1, 1994	32967	34285	35603	36920	38238	39556	40874	42193

SENIOR POLICE OFFICER SALARY SCALES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	SR OFF STEP
July 1, 1993	31101	32656	33587	34830	36073	37316	38559	39803
Oct. 1, 1993	32656	34289	35267	36572	37877	39182	40488	41794
July 1, 1994	34615	36346	37383	38766	40150	41533	42819	44301

APPENDIX B

SERGEANT AND DETECTIVE SALARY SCALES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	SR OFF STEP
July 1, 1992	30157	31679	33205	34728	36251	37777	39298	40823	41639
July 1, 1993	30157	31679	33205	34728	36251	37777	39298	40823	41639
Oct. 1, 1993	31665	33263	34865	36464	38064	39666	41263	42864	43721
July 1, 1994	33565	35259	36957	38652	40347	42046	43739	45436	46344

SENIOR SERGEANT AND SENIOR DETECTIVE SALARY SCALES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	SR OFF STEP
July 1, 1993	31665	33236	34865	36464	38064	39666	41263	42864	43721
Oct. 1, 1993	33428	34926	36609	38288	39967	41649	43326	45407	45907
July 1, 1994	35243	37022	38805	40585	42365	44148	45926	47708	48661

INDEX

Acting Capacity	8	Probationary Period	6
Administrative Leave	11	Promotion	8
Arbitration	5	Purpose	1
Automobile Allowance	16	Recall	6, 7
Bereavement Leave	12	Recognition	1
Bill of Rights	2	Reprimands	3, 19
Bulletin Boards	20	Retirement	10, 18
Bumping	7	Rules and Regulations	20
Call Back Pay	16	Safety Committee	19
Change in Workshifts	19	Salary	13
Committeeperson	2	Seniority	6
Complaints	3	Service Records	19
Conventions	2	Severability	22
Court Appearances	16	Shift Preference	19
Demotion	2	Sick Abuse	10
Dental Program	18	Sick Leave	10
Departmental Meetings	4	Spokesperson	2
Disability	10, 17	Stand By	16
Discharge	2, 6	Supplementary Reports	4
Discipline	2, 3	Suspension	3
Drug Program	18	Term of Agreement	22
Dues Deduction	1	Termination	2
Education Benefit	18	Time Off	
Exchange of Duty Tours	19	Administrative Leave	11
Eye Care	18	Bereavement	12
Grievances	4	Conventions	2
Health Benefits	18	Funerals/Officers	12
Hearing Board	3	Grievances	2, 6
Holidays	11	Holidays	11
Job Posting	8, 19	Leave of Absence	21
Labor/Management Seminars	12	Military	12
Layoff	6, 7	Pregnancy	10
Leave of Absence		Sick Leave	10
Medical	22	Vacation	9
Military	12	Training Course	21
Personal	21	Training Officer	21
Pregnancy	10	Travel	16
Meal Allowance	20	Uniform Maintenance	17
Medical Transports	19	Union	
Military Leave	12	Representatives	2
Miscellaneous	20	Security	1
Motor Vehicle	21	Withdrawal from Union	1
Mutual Aid	20	Union/Management Meetings	4
Non-discrimination	6	University Procedures	20
On-Call	16	Vacation	9
Out-of-Title	8	Weapons Policy	3
Overtime	15	Workers' Compensation	17
Parking	21		
Performance Evaluation	21		
Physical Examination	10		
Posting	8		
Pregnancy Leave	10		