

RUTGERS
THE STATE UNIVERSITY OF NEW JERSEY

AND

FRATERNAL ORDER
OF
POLICE
LODGES # 54, 61, 62

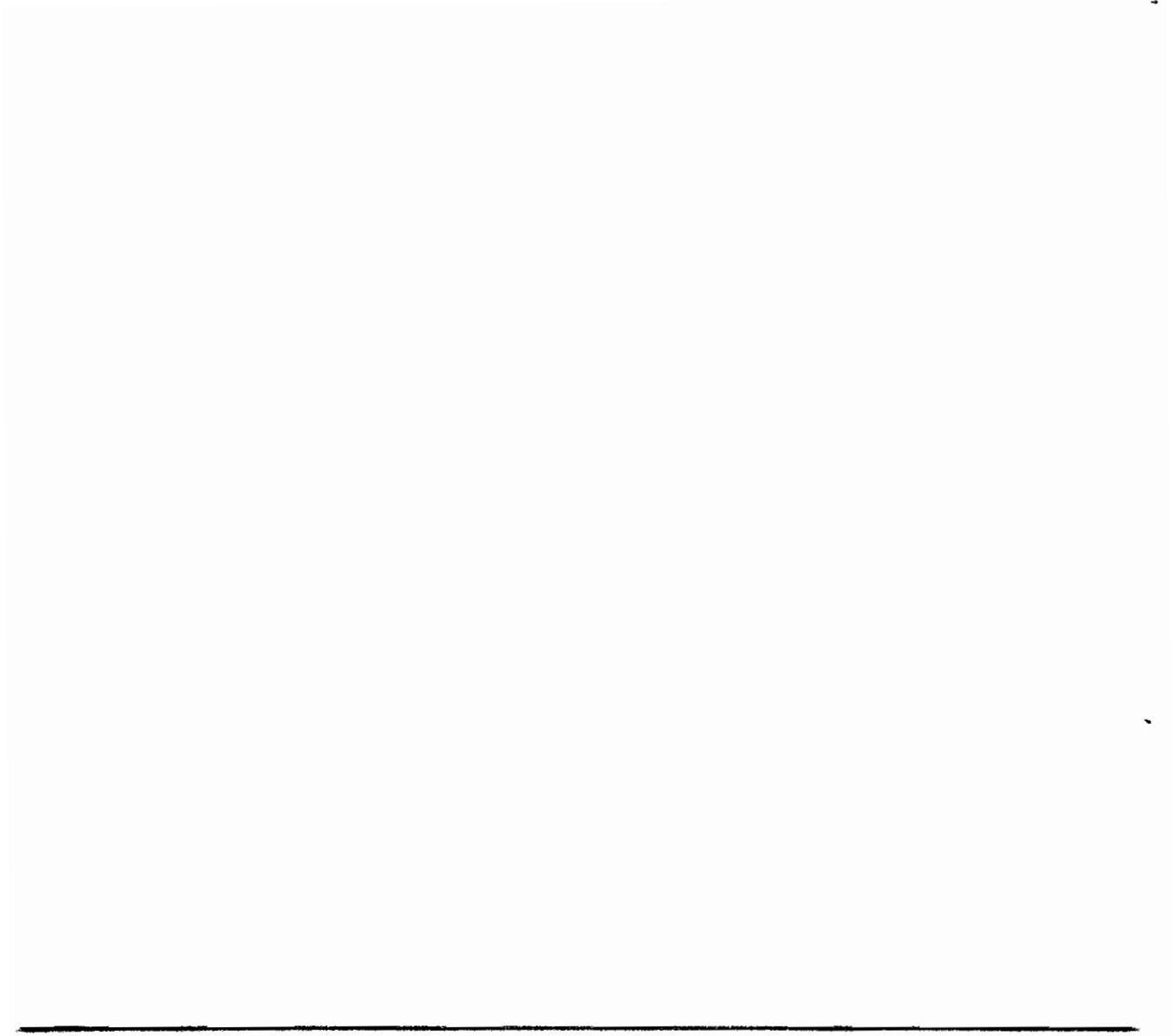
July 1, 1977—June 30, 1979

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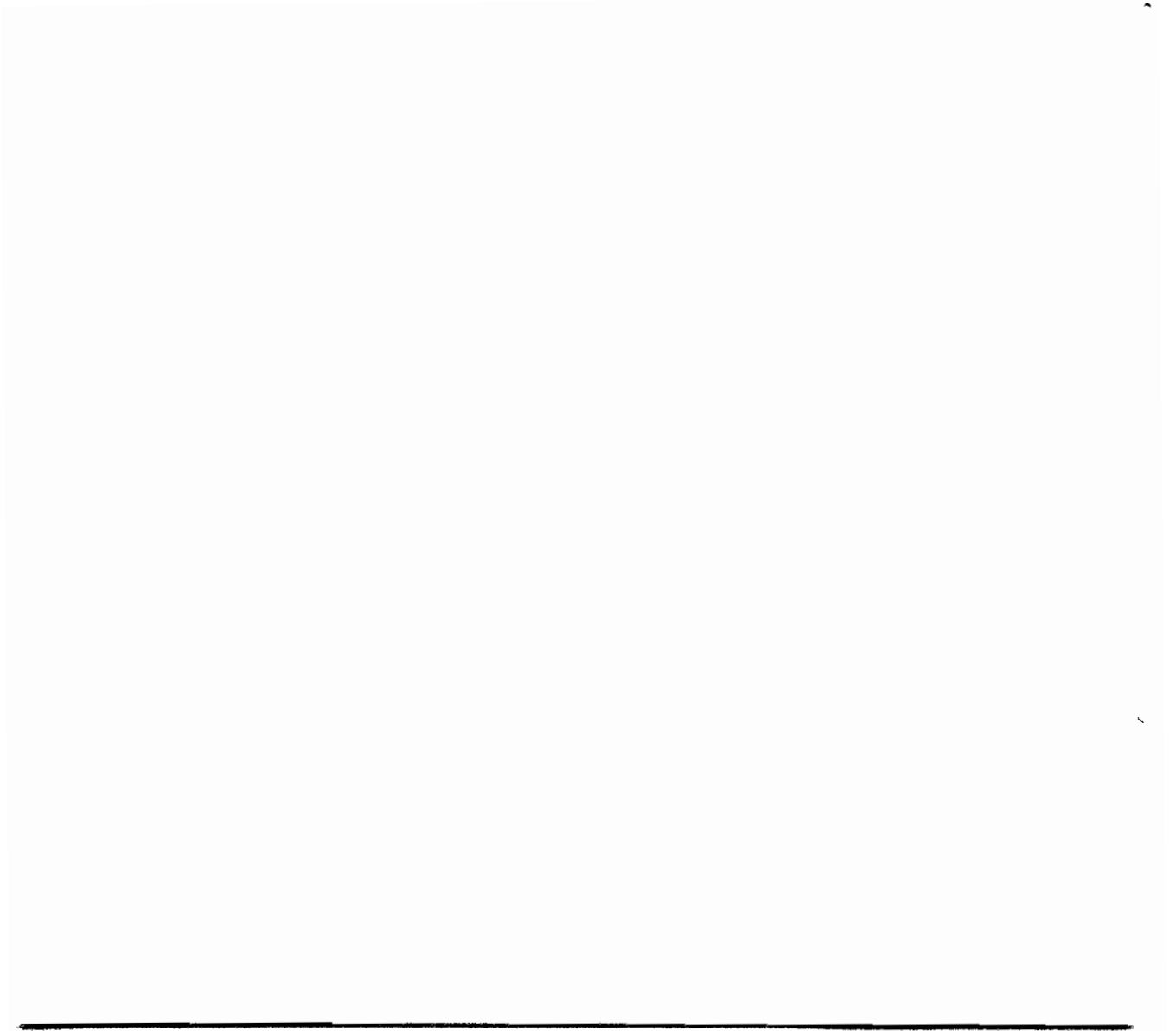
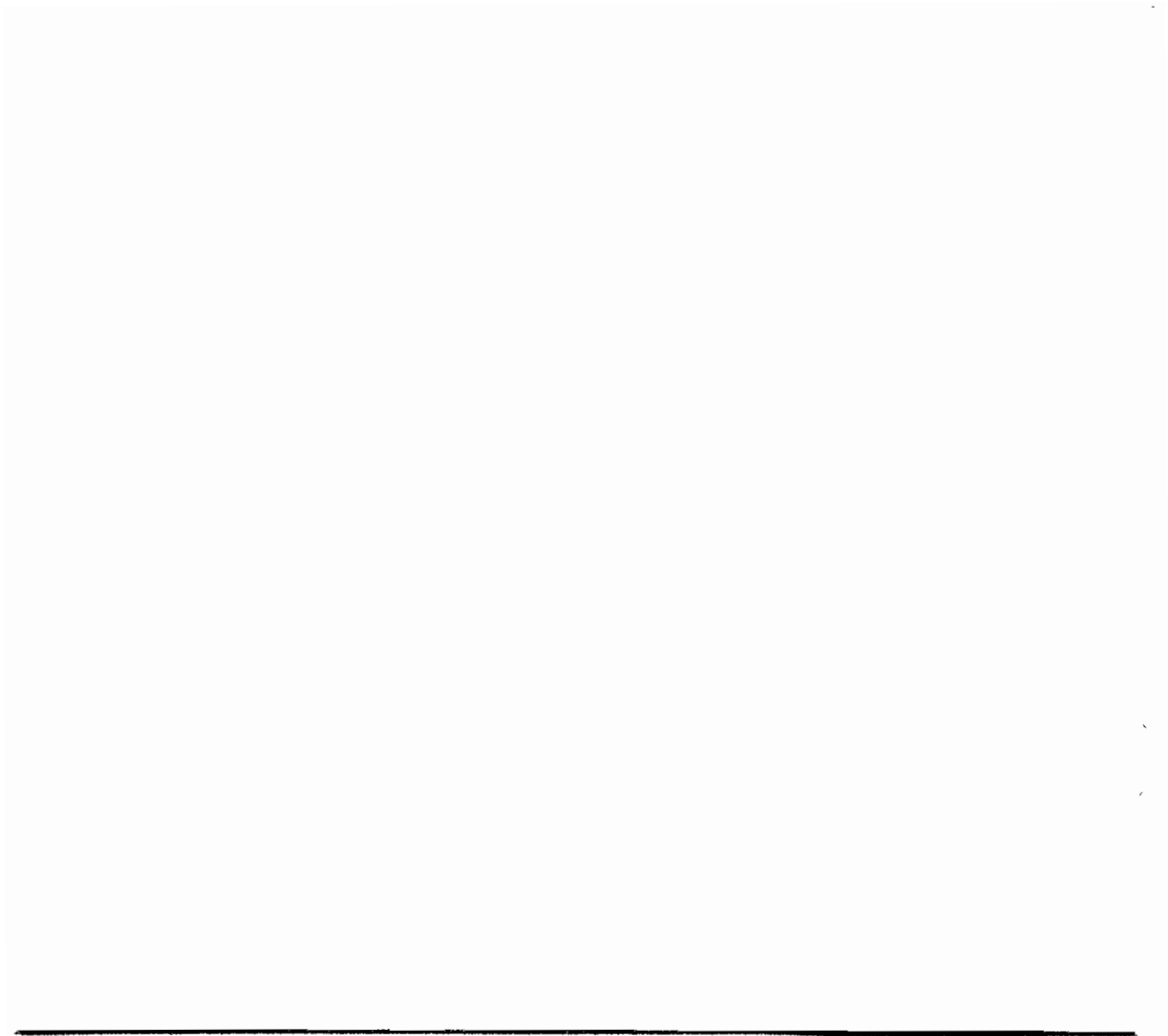


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AGREEMENT

This Agreement is made and entered into this 27th day of October 1977 by and between Rutgers, the State University, an educational instrumentality of the State of New Jersey (hereinafter called "Rutgers") and the Fraternal Order of Police Lodges #54, #61, and #62 (hereinafter called F.O.P.).

ARTICLE I - PURPOSE

Rutgers and the 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 II - 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 III - 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 deduction 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.

ARTICLE IV - 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 a maximum of three (3) committeemen selected by the F.O.P., one committeeman for each campus of Rutgers at New Brunswick, Camden, and Newark. The F.O.P. agrees to give Rutgers written notice of the names of the committeemen and their respective areas of responsibility. A committeeman 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. President 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 President is an employee of Rutgers. Neither a committeeman nor the F.O.P. President shall leave his work without first obtaining the permission of the appropriate supervisor, which permission shall not be unreasonably withheld.

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 ten (10) days per year during the period of this 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 V - POLICE OFFICER'S BILL OF RIGHTS

1. No officer shall be discharged, suspended or disciplined except for just cause; the sole right and remedy under this Agreement of any such officer shall be to file a grievance through and in accordance with the grievance procedure.
2. Reasons for discipline shall be put in writing and Rutgers shall provide a copy of any written reprimand or notice of suspension or termination to the officer and to the F.O.P. In cases of suspension, the length of suspension will be stated on the notice.
3. An officer being formally questioned by the Hearing Board investigating an alleged violation of the Weapons Policy shall be entitled to have F.O.P. representation during such questioning.
4. 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 of the complainant before such questioning commences.
5. The officer's official record will carry a notation of the ultimate disposition of such investigations.
6. If an officer is under arrest, 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 a F.O.P. representative before being subject to interrogation.

ARTICLE VI - MANAGEMENT-UNION CONFERENCES

Representatives of Rutgers and representatives of the F.O.P. may confer at any time upon the request of either party to consider matters of general interest or concern, other than grievances. Any such conferences shall take place at a mutually convenient time and place and may be attended by no more than three (3) F.O.P. representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such conferences. Such conferences may be attended by International representatives of the F.O.P.

Any agreements reached during such management-union conferences which result in a modification of the Agreement or a change in the conditions of employment of members of the unit will be reduced to writing and signed by the authorized representatives of Rutgers and the F.O.P.

ARTICLE VII - 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

(a) Informal. An officer having a grievance shall, accompanied by a committeeman, orally present it to the lowest level of supervision that is appropriate to the grievance within ten working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The supervisor shall attempt to adjust the grievance and shall give his/her oral decision to the officer and the committeeman not later than within two (2) working days after the presentation of the grievance.

(b) If, as a result of the discussion required in (a) above, the officer and/or the F.O.P. is dissatisfied, the grievance may be presented to the employer official involved in writing at Step 1 (a) within three (3) working days of the discussion. The employer official will render a written decision to the officer and his/her committeeman within three (3) working days of receipt of the written grievance.

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 University police Department or other appropriate official within three (3) working days of the receipt of such decision. The Chief

of the University Police Department 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 President 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 with a request in writing for third step processing with a copy to the Step 2 level of authority within three (3) working days of receipt of such decision to the Office of Employee Relations. 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 grievance. 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 decision at Step 3 submit to the Office of Employee Relations a written request to refer the grievance to arbitration before a designee of Rutgers; a designee of the F.O.P., and a third individual to be designated jointly by Rutgers and the F.O.P. The parties will petition 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 committeeman responsible for the campus on which the discharged officer had been employed,

and attempt to give telephone notice to the President of the F.O.P.

ARTICLE VIII - 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, nationality or membership or nonmembership in the F.O.P.

ARTICLE IX - SENIORITY

1. All officers shall be considered as probationary employees for the first six (6) months of their employment in the unit, or the period of successful completion of academy training, whichever is greater. 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 VII 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) officers commence their employment on the same date, their respective seniority shall be determined by alphabetical order of their last names.

2. Seniority for the purpose of this article shall be based upon an officer's continuous length of service in the unit covered by this 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 laid-off officer to report for work either (i) on date specified in written notice of recall postmarked seven (7) or more calendar days prior to such date, or (ii) within three (3) working days after date specified in written notice of recall postmarked less than seven (7) calendar days prior to such date, unless return to work as herein provided is excused by Rutgers. Written notice of recall to work shall be sent by Rutgers by certified mail, return receipt requested, to the officer's last known address as shown on Rutgers' personnel records;
- (e) Failure to report for work for a period of three (3) consecutive scheduled working days without subsequent notification to Rutgers of a justifiable excuse for such absence;
- (f) Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers, and such excuse shall not unreasonably be withheld by Rutgers.

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. In the event that a layoff persists beyond two (2) calendar weeks or beyond the period of 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 X - OUT OF TITLE WORK

(a) Officers may be temporarily transferred to work in another job title without regard to seniority for periods up to thirty (30) working days, and for such additional periods of time as may be mutually agreed upon between Rutgers and the F.O.P.

(b) When Rutgers assigns an officer to temporarily work in another job title, the officer upon completion of the fifth (5th) continuous working day, 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 increment in his/her range. 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.

ARTICLE XI - 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. Secretary when such postings commences. 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. The existing promotion procedure shall be in effect during the term of this Agreement.

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

4. An officer who is promoted or permanently transferred to a job or position not covered by the 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.

ARTICLE XII - 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

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.

ARTICLE XIII - SICK LEAVE

Sick leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days) for emergency attendance on a member of the

immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather) residing in the officer's household who is seriously ill, or for exposure to contagious disease.

Sick leave days are earned at the rate of fifteen (15) per fiscal year. During the first fiscal year of employment, sick leave days will be earned at the rate of one 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 supervisor preferably by telephone as early as possible at the beginning of the work day on which a sick leave day is used and to keep the supervisor adequately informed should the absence extend beyond one day.

Officers shall be required to submit a medical certificate after more than three (3) consecutive working days of illness. When Rutgers believes that sick leave privileges are being abused, a certification will be furnished by the University physician at the University's cost.

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 XIV - 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 XV - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day plus two 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 XVI - 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 for part-time officers shall be prorated in accordance with the length of their work week.

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 religious observances or days of celebration, personal affairs, business, and emergencies. 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) observances of religious days or days of celebration, but not holidays; (3) personal business; (4) other personal affairs. If there is still conflict, the matter will be resolved on the basis of seniority within the work unit.

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

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

ARTICLE XVII - BEREAVEMENT LEAVE

An officer who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, sister, brother, grand-mother, grandfather, 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, 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 employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild.

ARTICLE XVIII - 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.

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.

ARTICLE XIX- 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.

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

The President or his/her designee shall be granted time off without loss of pay to a maximum of two 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.

ARTICLE XXI - SALARY

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement:

Fiscal Year 1977-78

1. There shall be a five (5) percent increase across the board for all officers effective July 1, 1977.
2. Each eligible officer shall receive a normal merit increment on the appropriate anniversary date.

Fiscal Year 1978-79

1. There shall be a five (5) percent increase across the board for all officers effective July 1, 1978.
2. Each eligible officer shall receive a normal merit increment on the appropriate anniversary date.

ARTICLE XXII - 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 XXIII- CALL BACK PAY

Any officer who is called back to work after he/she has completed his/her regular shift and has left his/her place of work shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof. Such officer shall be required to work all hours which are required by his/her supervisor.

ARTICLE XXIV- 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 XXV - 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 above off-duty appearance is less than four hours and if the employee desires

to complete a four-hour assignment, he/she shall report to headquarters to fulfill the duty assigned.

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

ARTICLE XXVI - 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. During each fiscal year of this Agreement, each officer shall receive a uniform maintenance allowance of \$75.00.

ARTICLE XXVII - WORKER'S 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 - Student Health Center, Bishop Place
2. Busch/Kilmer Campuses - Student Health Center, House 18, Quad 1, Bldg. 4139A
3. Douglass/Cook Campuses - Willets Infirmary, Jameson Dormitories, Suydam St.
4. Newark Campus - Student Health Center, 53 Washington St.
5. Camden Campus - Student Health Center, 429 Cooper St.

In the event of a medical emergency or an off-campus injury, the officer must go to a hospital and immediately call the appropriate Student Health Center to request the assignment of a doctor and make any other arrangements necessary. Any officer may be treated by a physician of his own choice provided he understands that the cost is his. 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 injured in the course of employment. Salary continuance for compensable injury 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 Worker's Compensation benefit.

ARTICLE XXVIII - HEALTH BENEFITS

1. Officers and their eligible dependents shall continue to be enrolled in the New Jersey State Health Benefits Program which includes Blue Cross-Blue Shield, Rider J provisions and Major Medical.

Administrative rules are established by the Division of Pensions and Rutgers.

2. Officers and their eligible dependents, where eligible under Health Maintenance Organizations rules and regulations, shall continue to be offered the option of HMO coverage rather than health coverage under #1.

3. During the life of the Agreement, full time officers and eligible dependents shall be eligible for participation in the eye care program to be established by the State for implementation by about July 1, 1977.

This program shall provide for up to a \$15 payment for prescription eyeglasses with regular lenses and up to a \$20 payment for such glasses with bifocal lenses. Each eligible officer and dependent may receive only one payment during the two-year period this program will be in effect.

4. During the life of the Agreement, full time officers of the bargaining unit and eligible dependents shall be eligible to participate in a dental care program to be established by the State by about January 2, 1978.

Participation in the program is voluntary; each participating officer will authorize a bi-weekly salary deduction not to exceed 50% of the cost of the type coverage desired. Coverage can be for officers only, parent and child, family, or officer and spouse. There will be only one opportunity to enroll; once enrolled, participation will be mandatory.

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

ARTICLE XXIX - RETIREMENT

Officers shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations. In accord with a recent change in these rules and regulations, officers are eligible to retire after twenty-five (25) years of membership service upon reaching age fifty-five (55) with no penalty.

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 and Rutgers.

ARTICLE XXX - 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.

ARTICLE XXX I - CHANGE IN WORK SHIFTS

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

ARTICLE XXXII - EXCHANGE OF DUTY TOURS

Officers may be given permission to exchange tours of duty provided no overtime accrues to either officer and provided no meal allowance need be paid.

ARTICLE XXXIII- SHIFT PREFERENCE

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

ARTICLE XXXIV- SAFETY COMMITTEE

Rutgers and the F.O.P. shall agree to establish jointly a committee to discuss mutual problems concerning officers' safety and health. The committee shall have the power to make recommendations to avoid unsafe equipment. The purpose of this Article is to maintain a high safety and health standard for the operation of the department.

ARTICLE XXX V - TRANSPORTATION OF MENTAL PATIENTS

Given the availability of training facilities, officers will be provided with training in the proper procedures for the handling of mental patients prior to transportation of such mental patients.

ARTICLE XXXVI - SERVICE RECORDS

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

The officer may copy statements contained in the file, at his/her own expense, 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 XXXVII - 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 XXXVIII 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 XXXIX - 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. representatives of notices related to official F.O.P. matters. 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. 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.

3. 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 disciplinary 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.

4. Officers who are required to work for more than ten (10) consecutive hours shall be eligible for one meal allowance in the amount of Two Dollars (\$2.00).

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

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

7. The annual motor vehicle registration fee, beginning in fiscal 1978-79, 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 base salary.

8. 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.

9. 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 XL - 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 this Agreement.

ARTICLE XLI - TERM

The term of this Agreement is July 1, 1977 to June 30, 1979

DATE: October 27, 1977

RUTGERS, THE STATE UNIVERSITY

Robert L. Michael
Christine B. Young
Edwin & Ben

Robert J. Kelly
Michael Barden

FRATERNAL ORDER OF POLICE

John Schenk
Charles H. Pugh
James G. ...
Harold E. Wilder
