

AGREEMENT BETWEEN

---

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

---

and

FRATERNAL ORDER OF POLICE

PRIMARY UNIT

JULY 1, 2003 – JUNE 30, 2006

## AGREEMENT

This Agreement is made and entered into this 18<sup>th</sup> day of February, 2004, 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-Primary unit Lodge 62 at Rutgers (hereinafter called FOP-P).

### ARTICLE 1 - PURPOSE

Rutgers and FOP-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 FOP-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" 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 and all other employees.

### ARTICLE 3 - UNION SECURITY

1. Rutgers agrees to deduct FOP-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 FOP-P only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly FOP-P dues shall be in such an amount as may be certified to Rutgers by the FOP-P from time to time, and at least thirty (30) days prior to the date on which deductions of FOP-P dues is to be made. Deductions of FOP-P dues made pursuant hereto shall be remitted by Rutgers to the FOP-P every four (4) weeks together with a list of the names of officers from whose pay such deductions were made.

2. Representation Fee

a. Upon the effective date of the Agreement, the parties agree that all employees in the negotiations unit who do not become members of the Union shall have a representation fee deducted from their salaries and forwarded to the Union. The representation fee shall be deducted from nonmembers' salaries in equal bi-weekly installments.

The representation fee in lieu of dues shall be in an amount equal to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed the maximum amount established by N.J.S.A. 34:13A:5.5.

At least 30 days before the effective date of the representation fee, or any subsequent modification thereof, the Union shall notify the University in writing of the amount of the representation fee.

b. Notification Prior to July 1 of each year, the Union will submit to the University a list of all nonmembers. The Union will notify the University in writing of any changes in the list. Such changes shall be made within 10 days of receipt by the University.

c. Mechanics of Deduction and Transmission of Fees Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

d. New Employees The Union shall be notified as soon as possible when an employee is hired into a position covered by the collective negotiations agreement. Representation fee deductions shall begin on or after the 30th day following the beginning of an employee's employment in the negotiations unit.

e. Indemnification The Union hereby agrees to indemnify, defend, and save harmless the University from any claim, suit, action or judgment, including reasonable costs of defense, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the Agreement. This indemnification provision shall continue during any extension of this Agreement or during any period in which the Union is collecting representation fees in accordance with this article.

## ARTICLE 4 - UNION REPRESENTATIVES

1. Authorized representatives of the FOP-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 FOP-P representatives shall make their presence and destination known to the Office of Labor Relations or the Division head, or his representative responsible for the area to be visited.
2. Rutgers agrees to recognize the maximum of one (1) President selected by the FOP-P, and three (3) Vice Presidents for each campus of Rutgers at New Brunswick, Camden, and Newark, selected by the FOP-P. The FOP-P agrees to give Rutgers written notice of the names of the President and the three Vice Presidents and their respective areas of responsibility. The Vice Presidents 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 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. Neither a President nor Vice President (s) shall leave his/her work station without first obtaining the permission of the appropriate supervisor, which permission shall not be unreasonably withheld.
3. Rutgers agrees to permit representatives designated by the FOP-P President to take time off without loss of pay for the purpose of attending FOP-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 Labor 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 FOP-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 FOP-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 FOP-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, the signature serving to acknowledge only that he/she has read the document and not necessarily that he/she agrees with the contents thereof. The officer shall have the right to submit to the Chief or his/her designee a written answer which shall be attached to 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 FOP-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 FOP-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 FOP-P representative be present.

11. For the purpose of this Article, "FOP-P representative" or "FOP-P representation" shall mean a University police officer designated by the FOP-P for that purpose or one chosen by the individual police officer affected.

#### ARTICLE 6 - UNION/MANAGEMENT CONFERENCES AND DEPARTMENTAL MEETINGS

1. A Union/Management Conference is a meeting between the FOP-P, the Office of Labor 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 FOP-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 FOP-P may attend such meetings. Agreements reached at Union/Management Conferences will be reduced to writing.

2. The Chief of Police of each campus will arrange for periodic meetings with officers to discuss work-related problems. The FOP-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 FOP-P, shall be handled in the following manner except that a general grievance, one that may affect all or a group of officers, may be presented by the FOP-P at Step 3 instead of Step 1:

### Step 1

The grievant (officer or the FOP-P on his/her behalf) shall present the grievance in writing within fifteen (15) 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 FOP-P representative at the meeting that may be held to attempt to adjust the grievance, such meeting to be held within four (4) working days of the submission of the written grievance. The Supervisor shall give his/her answer in writing within four (4) working days of a step 1 meeting, or within four (4) working days of receipt of the written grievance if no meeting will be held, provided that any meeting shall be scheduled within four (4) working 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 the FOP-P is dissatisfied with the decision, the written grievance may be presented to the Chief of the appropriate campus or other appropriate official within five (5) 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 FOP-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 five (5) working days of the date of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Labor Relations and to the spokesperson of the FOP-P.

### Step 3

If the officer and/or the FOP-P is dissatisfied with the decision at step 2, the written grievance may be presented in writing to the Office of Labor Relations within five (5) working days of receipt of the step 2 decision, with a copy to the step 2 level of authority. The Office of Labor Relations shall arrange for a meeting with the officer and the FOP-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 Labor Relations within five (5) working days of such meeting.

### Step 4

If the FOP-P is not satisfied with the decision at Step 3, the FOP-P may, within fifteen (15) working days after the receipt of the written decision of the third step Hearing Officer, submit the grievance to binding arbitration with notice to the

Office of Labor Relations. Rutgers and the FOP-P agree that the arbitrator to be chosen jointly shall be selected by petitioning the Public Employment Relations Commission (PERC) 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 PERC. 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 FOP-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 President and to the Vice President responsible for the campus on which the discharged officer had been employed.

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

7. An individual FOP-P member may process a non-disciplinary grievance through step 3 of the grievance procedure without the FOP-P's assistance, provided: (a) that the FOP-P shall have the right to be present at any meeting concerning the grievance and (b) that the resolution of any such grievance shall not be inconsistent with the terms of this agreement. This shall not affect the ability of a FOP-P member to process a disciplinary grievance without the FOP-P's assistance.

## ARTICLE 8 - NONDISCRIMINATION

There shall be no discrimination by Rutgers or the FOP-P against any officer or applicant for employment because of race, creed, color, sex, religion, marital status, national origin, disability, status as a Vietnam-era Veteran or disabled Veteran, sexual orientation, or membership or nonmembership in the FOP-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 Labor Relations shall maintain a seniority list of officers, a copy of which shall be furnished to the FOP-P. The Office of Labor Relations also shall furnish to the FOP-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 lay off an officer in the title University Police Officer, either because a position is eliminated or because a laid-off Sergeant or Detective is displacing an Officer, the Officer with the least seniority on the affected campus shall be laid off. Officers so laid off shall not be entitled to displace any other officer during a lay-off which persists for two (2) calendar weeks or less or during a holiday shut down, whichever is longer. Any Officer so laid off from a particular campus may displace an Officer with lower seniority from any campus, 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 on any campus shall not suffer any reduction of pay.

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.

7. 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.

#### ARTICLE 10 - OUT OF TITLE WORK

1. When an officer is temporarily transferred to work in the job title of Sergeant or Detective, such assignment may be made without regard to seniority or the posting/promotion clause of this Agreement for periods of up to thirty (30) days unless the time is mutually extended by Rutgers and the FOP-P. If after 30 days, an extension period has not been agreed upon, the officer shall revert to his permanent rank and job function. If the department continues to fill the position with a University Police Officer, it will rotate qualified bargaining unit personnel, on that campus, through the vacancy every thirty (30) days (unless an extension of time has been mutually agreed upon) so as to equalize opportunities for experience in the promotional title. An officer who does not wish to rotate into the position shall advise the department.

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.

## ARTICLE 11 - POSTING AND PROMOTION

1. A permanent job opening in the Sergeant or Detective job title shall be posted on appropriate bulletin boards (except for positions subject to the recall provisions or positions which are filled internally within the FOP-S unit) for a period of fifteen (15) working days. Copies of such postings shall be furnished to the FOP-P President and Vice President of each campus 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. 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.
4. Notwithstanding anything in this Agreement concerning posting, Rutgers retains the sole and exclusive managerial prerogative to exercise its unreviewable discretion concerning whether, by whom, and how to fill promotional positions and any decisions it makes on that subject shall not be subject to this Agreement's grievance and arbitration procedures.

## ARTICLE 12 - VACATION

1. 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 (12) 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 (20) 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.

2. 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 (1) 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.

3. 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:

a. He/she was hospitalized during his/her vacation period; or

b. 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.

For the purpose of officers with a 4X4 schedule the above provisions shall apply in the event that the police officer becomes ill during four (4) or more of his/her vacation days.

4. 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.

5. 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

1. 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.
2. Accrual
  - a. For officers who entered the unit prior to October 15, 2001, 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.
  - b. The amount of sick time for officers who enter the unit on or after October 15, 2001, shall be set at twelve (12) days per year earned at the rate of one (1) sick day per month.
  - c. Unused sick leave is cumulative.
  - d. Officers who use more sick leave than accumulated will have their pay adjusted accordingly.
3. 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.
4. 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.
5. 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.
6. 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

1. 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.

2. 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, the matter will be resolved on the basis of (1) emergencies; and (2) seniority within the work unit.

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

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

## ARTICLE 17 - BEREAVEMENT LEAVE

1. 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 (3) 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 (5) days of absence to be charged to bereavement leave.
2. Officers are eligible to receive one (1) 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

1. 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.
2. An officer who is ordered for training duty for a period in excess of fifteen (15) days per year must submit a copy of the orders to University Human Resources for determination of eligibility for additional time.
3. 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.
4. Additional information on military leave may be obtained from the University Human Resources.

## 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 FOP-P and Rutgers, pursuant to the provisions set forth in Article 4. 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 six (6) 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 FOP-P concerning the actions it intends to take, because of the inadequate funding, which will impact on the officers represented by the FOP-P. If the FOP-P, in response to the University's notification, elects to reopen negotiations on the salary program, the FOP-P shall notify the University within fifteen (15) days subsequent to such notification and negotiations will commence within twenty (20) days.

### 1. Salary Guides.

#### **Fiscal Year 2003-2004**

Effective July 1, 2003, each officer will be reclassified upward by one range.

#### **Fiscal Year 2004-2005**

Effective July 1, 2004, each unit member will receive a four (4) percent increase to his/her base pay as of June 30, 2004.

#### **Fiscal Year 2005-2006**

Effective July 1, 2005, each member will receive a four-and-three-tenths (4.3) percent increase to his/her base pay as of June 30, 2005.

2. Automatic Increments. Eligible officers shall receive automatic increments on their appropriate anniversary dates notwithstanding the contract's expiration. Movement to Senior Officer step will also occur on the appropriate anniversary date. For the purpose



of this paragraph, "anniversary date" shall mean the effective date of hire for the position of Police Officer.

3. Appointment to Senior Officer.

A. Officers Entering the Unit Prior to October 15, 2001

After a police officer has completed six (6) 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 (6) years of service in the negotiations unit and provided said officer has not been suspended for poor work performance in the previous year.

B. Officers Entering the Unit On or After October 15, 2001

After a police officer has completed eight (8) 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 eight (8) years of service in the negotiations unit and provided said officer has not been suspended for poor work performance in the previous year.

4. Senior Officer Step Placement. Upon appointment to Senior Officer, the employee shall be placed at the step on the applicable guide for Senior Officers which provides a rate equal to the rate previously applicable to that employee on the applicable non-Senior Officer guide. If there is no equal rate, the employee shall be placed on the next higher step on the Senior Officer guide, but in no event shall any employee receive a salary more than the top step on the Senior Officer guide.

## ARTICLE 22 - SENIOR POLICE OFFICER DIFFERENTIAL

1. Effective July 1, 2003, a police officer achieving twenty (20) years of service with the Rutgers University Police Department and who notifies, in writing, his/her supervisor that he/she has completed such twenty (20) years of service, shall receive a senior police officer differential of fifteen hundred dollars (\$1500.00), to be paid in equal amounts during each year in each pay period, provided that the police officer has not been suspended for poor work performance in the previous year.

2. Effective July 1, 2003, a police officer achieving fifteen (15) years of service with the Rutgers University Police Department and who notifies, in writing, his/her supervisor that he/she has completed such fifteen (15) years of service, shall receive a differential of five hundred dollars (\$500.00), to be paid in equal amounts during each year in each pay period, provided that the police officer has not been suspended for poor work performance in the previous year.

3. These differentials shall not be cumulative.
4. In consideration for the existence of the differential, the University may require that qualified officers of each rank perform responsibilities of a training nature during normal working hours.

## ARTICLE 23 - OVERTIME

1. Overtime requested and authorized by the University Police Department shall be compensated in accordance with existing calculations. That is:

**Reimbursable assignments and commencement exercises** - Officers are compensated at time-and-one half. In addition,

**Departmental assignments** - Officers whose regular schedule is 40 hours per week will be compensated at time-and-one half after working in excess of 40 hours in a workweek;

Officers whose regular schedule is 4 x 4 with a 20-hour bank (160 hours over a 28-day cycle) will be compensated at time-and-one-half after the officer has completed 12 hours of bank time, exclusive of training days, within the 28-day cycle.

2. 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 FOP-P for review.
3. 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.
4. In the event there is an insufficient number of officers willing to cover a given overtime assignment, then Rutgers may assign the necessary number of officers to cover the assignment.
5. In the event a police officer's overtime assignment is cancelled without notification, said officer (s) shall be compensated by 3 hours of premium pay.

## ARTICLE 24 - 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 (4) 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 (4) hours, and the supervisor approves, the officer will be paid only for the time actually worked.

## ARTICLE 25 - STAND-BY

1. 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.
2. 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.
3. An Officer who is required to stand by more than once in any contract year shall earn two (2) hours of compensatory time off for any such day. Such an Officer ordered in from stand-by status shall be paid from the time of notification to come in until completion of that assignment.

## 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

1. 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.
2. 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, payable quarterly, of seven hundred dollars (\$700) effective July 1, 2003; seven hundred seventy five dollars (\$775) effective July 1, 2004; and eight hundred fifty dollars (\$850) effective July 1, 2005.

ARTICLE 29 - WORKERS' COMPENSATION

1. 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:

College Avenue Campus	-	Hurtado Health Center Bishop Place
Busch/Kilmer Campuses	-	Busch/Livingston Health Center, Hospital and Rockefeller Roads
Douglass/Cook Campuses	-	Willets Health Center, Jameson Campus, Suydam Street
Newark Campus	-	Student Health Center 249 University Avenue
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/she 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.

2. The University agrees to maintain an officer at full salary for a period of up to thirteen (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 thirteen (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.

3. 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 (13) weeks, Rutgers will supplement the statutory payments for up to thirty-nine (39) additional weeks.

#### ARTICLE 30 - HEALTH BENEFITS

1. All officers represented by the FOP-P who are eligible for health insurance benefits coverage under P.L. 1961 c.49 (N.J.S.A. 52:14-17.25 et. seq.) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative.

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.

5. Members of the bargaining unit who are eligible for health insurance benefits coverage and who are hired on or after January 9, 2004 shall not be eligible for enrollment in the Traditional Plan.

#### 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.

---

\* For information only

## 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.

Effective July 1, 2004, Officers shall be granted an education incentive, payable quarterly, based on the attainment of the degrees as set forth below:

Associates Degree \$250.00  
Bachelors Degree \$500.00  
Masters Degree \$1000.00

The attainment of a higher degree eliminates any further compensation for the holding of the lower degree.

## ARTICLE 33 - CHANGE IN WORK SHIFTS

Not less than thirty (30) calendar days 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 FOP-P unless emergency situations make such notice and prior discussion impractical. Rutgers shall notify the President or Representative of the FOP-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

1. 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.
2. 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 FOP-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

1. The Service Record maintained at the University Police Department shall be the official record and shall include the official disciplinary record. Each officer who wishes to inspect his/her record may do so on his/her own time during normal office hours by prearrangement.
2. The officer may copy statements contained in the file, and may have an FOP representative present provided the representative is on his/her own time.
3. All officers shall have access to their file maintained at University Human Resources. Request for review of such record shall be made in writing to University Human Resources 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 FOP-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. Neither party waives any rights it may have by virtue of the New Jersey statutes. Copies of all university procedures, and revisions thereto, pertaining to Officers in this unit shall be given to the FOP-P President or his/her designee as soon as they are promulgated.

#### ARTICLE 41 - MISCELLANEOUS

1. Rutgers shall provide a bulletin board, space on a bulletin board or space for a bulletin board for posting by FOP-P representative of notices related to official FOP-P matters. Such space shall be provided for at each of the division headquarters (Camden, Newark, New Brunswick). The FOP-P agrees that notices posted on such bulletin boards shall not contain political or controversial material or any material not related to official FOP-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. Neither party waives any rights it may have by virtue of the New Jersey Statutes. Copies of departmental rules and regulations and of general orders, and revisions thereto, pertaining to Officers in this unit shall be given to the FOP-P President or his/her designee as soon as they are promulgated.
3. Officers who are required to work for two (2) hours beyond their regular shift shall be eligible for one meal allowance of eight dollars and seventy five cents (\$8.75) effective January 9, 2004; nine dollars and seventy five cents (\$9.75) effective July 1, 2004; and ten dollars and seventy five cents (\$10.75) effective July 1, 2005.
4. Rutgers and the FOP-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 July 1, 2004, an officer assigned as a "Training Officer" for new recruits will receive a cash payment of \$300 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 (3) months in accordance with the federal Family & Medical Leave Act.

## ARTICLE 43 - SEVERABILITY

Rutgers and the FOP-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. Further, upon a request by the FOP-P, the parties shall meet to negotiate the impact.

ARTICLE 44 - TERM

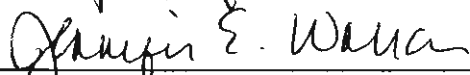
The term of this Agreement is July 1, 2003 to June 30, 2006.

Date: February 18, 2004


RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY

  
\_\_\_\_\_  
Harry M. Agnostak

  
\_\_\_\_\_  
Jeff Maschi

  
\_\_\_\_\_  
Jennifer E. Walker

  
\_\_\_\_\_  
James E. Kohl

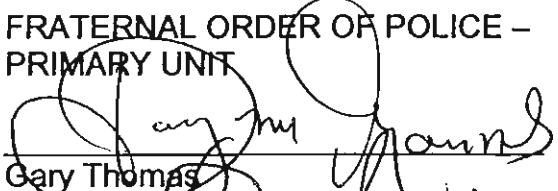
  
\_\_\_\_\_  
Barry Roberson

  
\_\_\_\_\_  
Martin Roddini

  
\_\_\_\_\_  
Guy M. Still

\_\_\_\_\_  
  
\_\_\_\_\_

FRATERNAL ORDER OF POLICE -  
PRIMARY UNIT

  
\_\_\_\_\_  
Gary Thomas

  
\_\_\_\_\_  
Thomas Rachinsky

  
\_\_\_\_\_  
Alvin Hill

POLICE OFFICER SALARY GUIDE

Officers Entering the Unit Prior to October 15, 2001 (Range 21)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Sr. Step</u>
2003 - 2004	46,357	48,675	50,064	51,915	53,768	55,622	57,343	59,328
2004 - 2005	48,211	50,622	52,067	53,992	55,919	57,847	59,637	61,701
2005 - 2006	50,284	52,799	54,306	56,314	58,324	60,334	62,201	64,354

Officers Entering the Unit On or After October 15, 2001 (Range 21)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Sr. Step</u>
2003 - 2004	33,600	37,275	40,950	44,625	48,300	51,975	55,650	59,328
2004 - 2005	34,944	38,766	42,588	46,410	50,232	54,054	57,876	61,701
2005 - 2006	36,447	40,433	44,419	48,406	52,392	56,378	60,365	64,354

Senior Police Officer Salary Guide

(Range 22)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Sr. Step</u>
2003 - 2004	48,675	51,109	52,567	54,511	56,456	58,403	60,210	62,294
2004 - 2005	50,622	53,153	54,670	56,691	58,714	60,739	62,618	64,786
2005 - 2006	52,799	55,439	57,021	59,129	61,239	63,351	65,311	67,572

## INDEX

Acting Capacity	10	Probationary Period	8
Administrative Leave	13	Promotion	10
Arbitration	6	Purpose	1
Bereavement Leave	14	Recall	9
Bill of Rights	3	Recognition	1
Bulletin Boards	23	Representation Fee	2
Bumping	9	Reprimands	3
Call Back Pay	18	Retirement	20
Change in Workshifts	21	Safety Committee	22
Conventions	3	Salary	15
Court Appearances	18	Seniority	8
Dental Program	20	Senior Police Officer Differential	16
Disability	13	Service Records	22
Discharge	3, 7	Severability	25
Discipline	3	Shift Preference	21
Drug Program	20	Sick Abuse	12
Dues Deduction	1	Sick Leave	12
Educational Benefit	21	Stand By	18
Exchange of Duty Tours	21	Supplementary Reports	5
Eye Care	20	Suspension	3
Grievance Procedure	5	Term of Agreement	26
Health Benefits	20	Termination	3
Hearing Board	4	Time Off	
Holidays	13	Administrative Leave	13
Labor-Management Relations		Bereavement	14
Seminars	14	Conventions	3
Layoff	9	Funerals (Officers)	15
Leave of Absence		Holidays	13
Medical	24	Leave of Absence	24
Personal	24	Military	14
Meal Allowance	23	Sick Leave	12
Medical Transports	22	Vacation	10
Military Leave	14	Training Course	24
Miscellaneous	23	Training Officer	24
Mutual Aid	22	Travel	18
Non-discrimination	7	Uniforms	19
Out-of-Title Work	10	Union Security	1
Overtime	17	Union Representatives	3
Parking	24	Union/Management Meetings	5
Performance Evaluation	23	University Procedures	23
Physical Examination	20	Vacation	10
Posting and Promotion	10	Weapons Policy	4
		Workers' Compensation	19