

**AGREEMENT BETWEEN**

---

**THE STATE UNIVERSITY OF NEW JERSEY  
RUTGERS**

---

**and**

**FRATERNAL ORDER OF POLICE –  
SUPERIOR OFFICERS ASSOCIATION**

**JULY 1, 2003 – JUNE 30, 2006**

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	1
<b>PURPOSE</b> .....	1
<b>RECOGNITION</b> .....	1
<b>UNION SECURITY</b> .....	1
<b>UNION REPRESENTATIVES</b> .....	3
<b>RULES AND REGULATIONS</b> .....	3
<b>MANAGEMENT-UNION CONFERENCES</b> .....	4
<b>POLICE OFFICER’S BILL OF RIGHTS</b> .....	4
<b>GRIEVANCE PROCEDURE</b> .....	6
<b>NONDISCRIMINATION</b> .....	8
<b>SENIORITY AND LAYOFF</b> .....	8
<b>VACATION</b> .....	10
<b>HOLIDAYS</b> .....	11
<b>FUNERAL LEAVE</b> .....	12
<b>SICK LEAVE</b> .....	12
<b>ADMINISTRATIVE LEAVE</b> .....	13
<b>LEAVES OF ABSENCE</b> .....	13
<b>MILITARY LEAVE</b> .....	14

<b>SALARIES</b> .....	15
<b>SENIOR SUPERIOR OFFICER DIFFERENTIAL</b> .....	16
<b>OVERTIME, COMPENSATORY TIME, AND EXTRA PAY</b> .....	17
<b>MEALS</b> .....	19
<b>AUTOMOBILE MILEAGE</b> .....	19
<b>ON CALL</b> .....	19
<b>WORKERS' COMPENSATION</b> .....	20
<b>CHANGE IN WORK SHIFTS</b> .....	21
<b>MUTUAL AID</b> .....	21
<b>SERVICE RECORDS</b> .....	21
<b>UNIVERSITY PROCEDURES</b> .....	22
<b>HEALTH BENEFITS</b> .....	22
<b>RETIREMENT</b> .....	22
<b>MISCELLANEOUS</b> .....	23
<b>SEVERABILITY</b> .....	24
<b>PRINTING OF AGREEMENT</b> .....	24
<b>POSTING AND PROMOTION</b> .....	24
<b>TERM</b> .....	26

**APPENDIX A** .....iv

**INDEX** ..... v

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of August, 2004, by and between RUTGERS, THE STATE UNIVERSITY of New Jersey, (hereinafter called "Rutgers") and the Fraternal Order of Police, Lodge No. 164, Superior Officers Association (hereinafter called the "FOP-S") for the period July 1, 2003 to June 30, 2006.

### **ARTICLE 1 - PURPOSE**

Rutgers and the FOP-S 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.

### **ARTICLE 2 - RECOGNITION**

Rutgers recognizes the FOP-S as the sole and exclusive bargaining agent of full time officers employed as University Police Sergeants and Senior Sergeants, Detectives and Senior Detectives, and Lieutenants in the Rutgers Police Department but excluding probationary employees, unless promoted into a position covered by this agreement from a position covered by the agreement between the University and FOP Lodge 62, and all other employees. Where the term "officer" or "officers" is used in this Agreement, it shall mean personnel in all titles.

### **ARTICLE 3 - UNION SECURITY**

1. Rutgers agrees to deduct FOP-S 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-S only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly FOP-S dues shall be in such an amount as may be certified to Rutgers by the FOP-S from time to time, and at least thirty (30) days prior to the date on which deduction of FOP-S dues is to be made. Deductions of FOP-S dues made pursuant hereto shall be remitted by Rutgers to the FOP-S 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-S, 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-S representatives shall make their presence and destination known to the Office of Labor Relations or the Division Head, or his/her representative responsible for the area to be visited.
2. Rutgers agrees to recognize one (1) President and (3) Vice Presidents (one each from the Newark, New Brunswick and Camden Campuses) selected by the FOP-S. The FOP-S agrees to give Rutgers written notice of the name of the President and Vice Presidents. The President and Vice Presidents of the FOP-S shall be granted a reasonable amount of time during their 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 FOP-S President and Vice Presidents shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to present, discuss, and adjust grievances with Rutgers, provided the President or Vice Presidents are employees of Rutgers.

The FOP-S President or Vice Presidents shall not leave his/her work station without first obtaining the permission of the appropriate supervisor, which permission shall not be unreasonably withheld. When the President or a Vice President is appointed to represent the FOP-S, the FOP-S shall advise the Office of Labor Relations of the name of the person so appointed and the duration of such appointment.

3. Rutgers agrees to permit authorized representatives of the FOP-S employed by Rutgers to take time off without loss of pay for the purpose of attending union conventions, conferences, and educational classes in an amount not to exceed seven (7) days per year during the period of this Agreement. No more than four (4) days per year may be used by Representatives on any one campus. 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 - RULES AND REGULATIONS**

1. Rutgers may establish and issue reasonable rules and regulations concerning the work performed by, and the conduct of, its officers, 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, and Rutgers will make every reasonable effort to have prior discussion on those rules

and regulations that may be of general interest or concern as provided for in Article 6.

2. 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-S President and the Vice President of the campus affected as soon as they are promulgated.

#### **ARTICLE 6 - MANAGEMENT-UNION CONFERENCES**

1. A Management-Union Conference is a meeting between the FOP-S, the Office of Labor Relations and such other representative 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-S Representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such a meeting. The FOP-S President will be notified before a management-union conference is held. International Representatives of the Union may attend such meetings.
2. 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 FOP-S.
3. This is not to preclude employee/employer meetings to discuss mutual problems.

#### **ARTICLE 7 - 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-S. 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 an investigating officer investigating his/her alleged violation of the Weapons Policy shall be entitled to have FOP-S 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-S representation during such questioning. The officer will be informed of the nature of the investigation and of the name and 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 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-S 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-S representative and/or by 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-S representative be present.

## **ARTICLE 8 - 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 the FOP-S, 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-S at Step 3.

### **Step 1**

The grievant (an officer or the FOP-S 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 Supervisor shall, within three (3) working days arrange a meeting with the officer and shall attempt to adjust the grievance and shall have a written answer to the officer and FOP-S within five (5) working days after the meeting. The officer may be accompanied by a FOP-S representative at such meetings.

### **Step 2**

If the officer and/or the FOP-S is dissatisfied with the decision, the written grievance may be presented to the next level of authority within three (3) working days of the receipt of such decision. The Chief of the appropriate campus or his/her designee shall meet with the officer and the FOP-S representative (if the officer wishes such representation) within five (5) working days following receipt of the grievance and shall render a written decision to the officer and his/her representative within five (5) working days of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Labor Relations and to the President of the FOP-S.

### **Step 3**

If the officer and/or FOP-S 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 FOP-S representative within five (5) working days of receipt of the grievance. 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-S is not satisfied with the decision at Step 3, the FOP-S 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-S agree that the arbitrator to be chosen jointly shall be selected by petitioning the New Jersey Public Employee Relations Commission 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 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-S and the officer or officers involved.
4. The grievant 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. An officer shall receive permission from his/her supervisor before taking time off from his/her regular duties for this purpose. Such permission will not be unreasonably withheld.
5. In the event of the discharge for cause of any officer, Rutgers shall promptly give written notice of the discharge to the FOP-S President, and attempt to give telephone notice to the relevant Vice President.
6. An individual unit member may process a non-disciplinary grievance through Step 3 of the grievance procedure without the FOP-S' assistance provided: (a)

that the FOP-S 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 the Agreement.

7. At each step of the grievance process, written responses will be provided to the FOP-S President and the relevant Vice President.

## **ARTICLE 9 - NONDISCRIMINATION**

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

## **ARTICLE 10 - SENIORITY AND LAYOFF**

1. Officers shall be considered as probationary employees for the first six (6) months of their employment. Probationary employees shall not be entitled to utilize the provisions of Article 8 - Grievance Procedure. However, the provisions of this paragraph shall not apply to any sergeant, detective, or lieutenant promoted from within the University Police Department.
2. Seniority for the purpose of layoff shall be based upon an officer's continuous length of service in the title within the negotiations unit covered by the Agreement. That is, seniority shall accrue within each title (sergeant, detective, or lieutenant) from the day that officer's promotion into the title becomes effective, except that officers promoted on the same day shall resolve their seniority status based upon their original dates of hire. Seniority units are:

Camden UPD  
Newark UPD  
New Brunswick UPD

3. The Office of Labor Relations shall maintain a seniority list of officers, a copy of which shall be furnished to the FOP-S. The Office of Labor Relations also shall furnish to the FOP-S, 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 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 officers, the least senior officer in the affected title within the seniority unit shall be the first to be laid off, except if that least senior officer possesses special skills, training, or qualification meeting a specific operational need that no other officer in that title within the seniority unit possesses or can learn with two weeks' training, in which case the next least senior officer shall be the first to be laid off.
- a. A lieutenant laid off in accordance with this section shall bump back into the title he/she occupied before becoming a lieutenant and shall receive pay in accordance with current practice of placement on the guide.
  - b. A sergeant or detective laid off in accordance with this section shall bump back to the position of University Police Officer on the senior salary guide and shall receive pay in accordance with current practice of placement on the guide.
  - c. Officers laid off in accordance with this section shall continue to accrue seniority in the title from which they were laid off and shall be returned to their former titles in the order of their seniority (i.e., most senior shall be the first returned) provided the returning officer has the ability to perform the available work.
6. a. Officers who are temporarily transferred to work in a higher job title may be so transferred without regard to seniority for periods up to thirty (30) working

days, and for such additional periods of time as are mutually agreed upon between Rutgers and the FOP-S.

b. When Rutgers assigns a lieutenant to such temporary work for a period in excess of five (5) continuous working days, the officer shall thereafter be entitled to be paid, retroactively to the first day of his/her temporary assignment, the promotional rate of pay in the range of the job to which he/she is temporarily assigned.

c. When Rutgers assigns a sergeant or detective 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.

## ARTICLE 11 - VACATION

1. Regularly appointed 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 (1) day for each full month during that period. The vacation rate thereafter is:

a. Vacation Schedule

### Lieutenants

one through 5 years' service	-	15 working days
5 through 19 years' service	-	20 working days
20 years' or more	-	25 working days

### Sergeants and Detectives

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

b. When a Lieutenant completes five (5) years of service during a fiscal year, or when a Sergeant or Detective completes 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.

c. When a Lieutenant completes 19 years of service during a fiscal year, or when a Sergeant or Detective completes 20 years of service during a fiscal year,

he/she will earn vacation for the remainder of that fiscal year at the rate of two (2) days per full month of service.

2. The allowances 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/her 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.
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 employee is on vacation, funeral time may be charged to Funeral Leave.

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.

## **ARTICLE 12 - HOLIDAYS**

1. 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 holidays to be selected by the officer with the approval of the supervisor and governed by rules applicable to Administrative Leave as provided for in Article 15. In addition, four (4) additional holidays will be annually determined by Rutgers.
2. In the event that an officer is required to work on a holiday he/she shall be compensated at time-and-one-half, based on a 40-hour-workweek, for all hours worked.

### **ARTICLE 13 - FUNERAL LEAVE**

1. An officer who is absent from work due to the death in the immediate family (mother, father, spouse, child, foster child, grandchild, brother, sister, grandmother, grandfather, or any relative of the officer residing in the officer's household) may charge up to three (3) days for such absence to funeral 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 funeral leave.

2. Officers are eligible to receive one (1) day of funeral leave for attendance at the funeral of the officer's mother-in-law, father-in-law, son-in-law, or daughter-in-law.

### **ARTICLE 14 - 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) residing in the officer's household who is seriously ill, or for exposure to contagious disease.

2. Sick leave is earned as follows:

- a. For officers hired by the University before October 15, 2001, one (1) day for each full fiscal month of service during the first fiscal year of service, except that 1-1/4 days for each full fiscal month of service are earned by employees appointed on July 1. Thereafter, sick leave days are earned at the rate of 1-1/4 days for each full fiscal month of service.

- b. The amount of sick time for officers hired by the University 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. 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 (1) day.

4. After retirement, officers are eligible for a payment, up to \$15,000, 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 15 - 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 (3) 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, priorities in granting such requests shall be: (1) emergencies; (2) religious holidays; (3) personal matters. If there is still conflict, the matter will be resolved on the basis of 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 16 - LEAVES OF ABSENCE**

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extension, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities

due to the above causes as they are applied to other short-term disabilities incurred by members of the bargaining unit.

2. Medical Leave. When an officer is unable to perform the duties of his/her job because of a medically substantiated illness or injury and has used all accumulated earned time, the department may grant a medical leave of absence without salary for a period of up to three months, in accordance with the federal Family & Medical Leave Act. If the illness or injury is job-related, refer to Article 23 - Workers' Compensation.
3. New Jersey and Federal Family & Medical Leave Acts. When an officer needs a leave of absence for his/her own serious health condition, disabilities caused by pregnancy and childbirth, care of a newborn child, placement of an adopted or foster child, or for care of a family member with a serious health condition, the officer should request information from the department about entitlements under these family leave acts.
4. 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.

#### **ARTICLE 17 - MILITARY LEAVE**

1. A regularly appointed full-time officer who is a member of the National Guard or reserve component of the Armed Forces of the United States shall be entitled to a leave of absence with pay for the usual prescribed period not to exceed fifteen (15) 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 the Division of Personnel Services for determination of eligibility for additional time.
3. An 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 18 - SALARIES

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-S concerning the actions it intends to take, because of the inadequate funding, which will impact on the officers represented by the FOP-S. If the FOP-S, in response to the University's notification, elects to reopen negotiations on the salary program, the FOP-S shall notify the University within fifteen days subsequent to such notification and negotiations will commence within twenty days.

1. Salary Guides. The salary guides in Appendix A reflect across-the-board percentage increases, exclusive of increments, for the fiscal years as follows:

**Effective July 1, 2003:** All positions within the unit will receive a one-range upgrade as follows:

*Detective* will be upgraded to Range 23  
*Senior Detective* will be upgraded to Range 24  
*Sergeant* will be upgraded to Range 23  
*Senior Sergeant* will be upgraded to Range 24  
*Lieutenant* will be upgraded to Range 26

**Effective July 1, 2004:** All unit members will receive a four percent (4.0%) across-the-board increase

**Effective July 1, 2005:** All unit members will receive a four and three tenths percent (4.3%) across-the-board increase

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.
3. Movement to Senior Officer Step. Officers who have been at maximum step for more than a year will be adjusted to the Senior Officer Step on the first day of the thirteenth month after they have reached maximum step.
4. Appointment to Senior Rank. After a Sergeant or a Detective has completed five (5) five years of service in his/her rank, he/she will be appointed to senior rank of the title provided that he/she has notified, in writing, his/her supervisor that

he/she has completed five (5) years of service in his/her rank and provided that he/she has not been suspended for poor work performance in the previous year.

Notwithstanding the above, an officer who has been promoted to Sergeant or Detective from the senior step of the Senior Police Officer salary guide set forth in the agreement between the University and FOP Lodge 62 shall be appointed to senior rank of the title provided that he/she has notified in writing his/her supervisor that he/she has completed their three (3) years of service in his/her rank and provided that he/she has not been suspended for poor work performance in the previous year.

5. Senior Rank Step Placement. Upon appointment to senior rank, the Sergeant or Detective shall be placed at the step on the applicable senior rank salary guide which provides a rate equal to the rate previously applicable to that officer on the applicable non-senior rank guide. If there is no equal rate, the officer shall be placed on the next higher step on the senior rank guide, but in no event shall the officer receive a salary more than the top step on the senior rank guide.
6. Night Shift Differential. Lieutenants assigned to permanent night shifts (5:00 p.m. to 7:00 a.m.) shall receive an additional two hundred-fifty dollars (\$250) base compensation per quarter. If the majority of a lieutenant's scheduled permanent night shift is between the hours of 5:00 p.m. and 7:00 a.m., the lieutenant shall be eligible for the night shift differential.

#### **ARTICLE 19 - SENIOR SUPERIOR OFFICER DIFFERENTIAL**

1. Effective July 1, 2003, a superior 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 superior officer differential of eighteen hundred dollars (\$1800.00), to be paid in equal amounts during each year in each pay period, provided that the superior officer has not been suspended for poor work performance in the previous year. The senior superior officer differential shall not be cumulative.
2. Effective July 1, 2003 a superior 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. This differential shall not be cumulative.

3. In consideration of the existence of the differentials, the University may require that qualified superior officers of each rank perform responsibilities of a training nature during normal working hours.

## **ARTICLE 20 - OVERTIME, COMPENSATORY TIME, AND EXTRA PAY**

### **A. Lieutenants**

1. Lieutenants shall not be paid overtime, except as set forth in the following paragraphs, until they have worked more than 45 hours in a workweek. A Lieutenant assigned to the 4 x 4 (160-hour/28 day) cycle will receive compensation for working more than five (5) hours over the 40-hour, 4-day work period only if he/she has completed bank time, but not training days. Compensation for hours worked beyond 45 in a workweek may be hour for hour compensatory time off or in cash in accordance with paragraph 4 below.
2. A Lieutenant who is called back to work after he/she has completed his/her regular workshift and has left his/her place of work shall be compensated by compensatory time on an hour for hour basis or in cash in accordance with paragraph 4.
3. When a Lieutenant is required to appear during his/her off-duty time as a witness before a court in connection with responsibilities related to official duties, he/she shall be compensated by compensatory time on an hour for hour basis or in cash in accordance with paragraph 4.
4. A Lieutenant may request that compensation for hours worked as specified in paragraphs 1, 2, and 3 be given in either time or money. When it is feasible to do so, the request will be granted, however, compensatory time may be accumulated only up to a maximum of forty (40) hours in a fiscal year. Thereafter the compensation will be in cash. Both the compensatory time and the cash payments will be at a straight time rate based on a 40-hour-workweek.
5. Extra Pay:

The following assignments shall be compensated at time-and-one-half, based on a 40-hour-workweek:

Athletic events, concerts, lectures, dances & commencement

Special events not sponsored by the University

Special assignment such as parking registration and bookstore sales

When the University Police Department declares a state of emergency.

B. Sergeants and Detectives

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

a. Reimbursable assignments and commencement exercises -  
Sergeants and Detectives are compensated at time-and-one-half.

In addition:

b. Departmental assignments -  
Sergeants and Detectives 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;

Sergeants and Detectives 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 twelve (12) hours of bank time, but not training days, within the 28-day cycle.

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

C. General Provisions

1. 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-S for review. Sergeants and Detectives 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 is an insufficient number of Rutgers personnel willing to cover a given overtime assignment, then Rutgers may assign the necessary number.

2. A Sergeant or Detective who 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 shall be compensated for such

time. If the off-duty appearance is less than two (2) hours, he/she shall be guaranteed a minimum of two (2) hours pay. Officers shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances.

### **ARTICLE 21 - MEALS**

Effective January 9, 2004, 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) provided the department has not provided a meal to the officer. Effective July 1, 2004, the meal allowance shall be nine dollars and seventy five cents (\$9.75). Effective July 1, 2005, the meal allowance shall be ten dollars and seventy five cents (\$10.75).

### **ARTICLE 22 - AUTOMOBILE MILEAGE**

All officers traveling on behalf of the University on official business at the explicit direction of his/her superior, shall be paid for reasonable expenses incurred in such travel. When an officer is required to use his/her personal automobile on authorized Rutgers business, such use is reimbursable at the rate of twenty-five cents (.25) per mile effective July 1, 1998 and thirty-one cents (.31) per mile effective January 1, 2002, which amount will cover all related expenses. The officer must carry Automobile Liability Insurance with liability limits of at least 25/50/10. The cost of any physical damage to the vehicle is the sole responsibility of the owner. Any accident must be reported to the Rutgers Insurance Department.

### **ARTICLE 23 - ON CALL**

1. Lieutenants and Detectives who are regularly scheduled to be "on-call" to receive communications from the University Police Department shall be compensated at the rate of three hundred twenty five dollars (\$325.00) per quarter effective July 1, 2003.
2. If for any reason a Detective cannot perform the on-call duty for which he or she is scheduled, that detective, upon return, shall perform the next scheduled on-call duty of the Detective who replaced him or her.

## ARTICLE 24 - 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 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.
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 25 - CHANGE IN WORK SHIFTS**

1. Prior to effecting a major change in the regular starting time of work shifts, Rutgers shall discuss such change and the need for such change with the FOP-S President or the FOP-S Vice President on each campus that is affected unless emergency situations make such notice and prior discussion impractical. Rutgers shall notify the President or representative of the FOP-S when such actions are to take place.
2. Exchange of Duty Tours. Sergeants and Detectives may be given permission to exchange tours of duty upon written request within their rank 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.
3. Exchange of Duty Tours. Lieutenants may be given permission to exchange tours of duty upon written request within their rank for their own benefit provided no meal allowance need be paid. Any such exchange must not accrue any additional cost to the department. A strict accounting must be kept of approved exchanges.

## **ARTICLE 26 - MUTUAL AID**

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

## **ARTICLE 27 - SERVICE RECORDS**

1. 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 pre-arrangement.
2. The officer may copy statements contained in the file, and may have an FOP-S representative present provided the representative is on his/her own time.
3. All officers shall have access to their files maintained at the Division of Personnel. Request for review of such records shall be made in writing to the Division of Personnel and such review shall be during regular office hours.

## **ARTICLE 28 - UNIVERSITY PROCEDURES**

Rutgers and the FOP-S 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-S president or his/her designee as soon as they are promulgated.

## **ARTICLE 29- HEALTH BENEFITS**

1. All officers represented by the FOP-S 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 March 19, 2004, shall not be eligible for enrollment in the Traditional Plan.

## **ARTICLE 30 - RETIREMENT\***

Officers shall be eligible for participation in the Police and Fire Pension Fund consistent with its rules and regulations. Administrative rules are established by the Division of Pensions.

---

\* for information only

## ARTICLE 31 - MISCELLANEOUS

1. Each officer shall receive an annual uniform maintenance allowance, payable quarterly, of seven hundred dollars (\$700.00) effective July 1, 2003; seven hundred and seventy five dollars (\$775.00) effective July 1, 2004, eight hundred and fifty dollars (\$850.00) effective July 1, 2005.
2. 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.
3. Rutgers shall provide a bulletin board, space on a bulletin board or space for a bulletin board for posting by FOP-S representatives of notices related to official Union matters. Such space shall be provided at each of the Division Headquarters (Camden, Newark, New Brunswick). The FOP-S agrees that notices posted on such bulletin boards shall not contain political or controversial material or any material not related to official Union business.
4. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the employee's annual salary for employees earning less than \$25,000. Thereafter, 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 employee's annual salary at the time of billing.

5. Effective July 1, 2003, detectives and senior detectives shall receive a non-uniform clothing allowance of four hundred dollars (\$400) annually. Effective July 1, 2004, detectives and senior detectives shall receive a non-uniform clothing allowance of four hundred and fifty dollars (\$450) annually. Effective July 1, 2005, detectives and senior detectives shall receive a non-uniform clothing allowance of five hundred dollars (\$500) annually.
6. Effective July 1, 2004, officers shall be granted an education incentive, payable quarterly, based on the attainment of the degree 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 32 - SEVERABILITY**

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

### **ARTICLE 33 - PRINTING OF AGREEMENT**

Rutgers shall be responsible for reproducing this Agreement and will furnish a sufficient number of copies to the FOP-S for distribution to employees in the unit. The printing cost shall be shared equally between Rutgers and the FOP-S.

### **ARTICLE 34 - POSTING AND PROMOTION**

1. A permanent job opening which represents a promotional opportunity in the department shall be posted on appropriate bulletin boards for a period of fifteen (15) working days. Copies of such postings shall be furnished to the FOP-S spokesperson when such postings commence. Officers who have been in their current title for six (6) months are eligible to bid on 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 to a higher rank, an officer shall be informed of his/her new rate of pay.
3. 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. 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 time of his/her

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.

5. Special Duty Positions. When a special duty position becomes available within a Sergeant or Detective 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 will be considered before an appointment is made.

**ARTICLE 35 - TERM**

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

DATE: August 20, 2004

Rutgers, The State University of  
New Jersey

Fraternal Order of Police -  
Superior Officers Association

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

\_\_\_\_\_  
Joseph Pagano

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

\_\_\_\_\_  
Rhonda L. Harris

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

\_\_\_\_\_  
Kyle Carkhuff

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

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

\_\_\_\_\_  
Guy Still

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

## APPENDIX A

### SERGEANT & DETECTIVE SALARY GUIDE – Range 23

	<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>Step 8</u>	<u>Sr Step</u>
7-1-03	47197	49579	51967	54350	56735	59121	61503	63890	65166
7-1-04	49085	51562	54046	56524	59004	61486	63963	66446	67773
7-1-05	51196	53779	56370	58955	61541	64130	66713	69303	70687

### SENIOR SERGEANT & DETECTIVE SALARY GUIDE – Range 24

	<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>Step 8</u>	<u>Sr Step</u>
7-1-03	49557	52058	54566	57068	59572	62077	64579	67085	68425
7-1-04	51539	54140	56749	59351	61955	64560	67162	69768	71162
7-1-05	53755	56468	59189	61903	64619	67336	70050	72768	74222

### LIEUTENANT SALARY GUIDE – Range 26

	<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>Step 8</u>	<u>Step 9</u>
7-1-03	54910	57629	60350	63118	65887	68595	71360	74062	75610
7-1-04	57106	59934	62764	65643	68522	71339	74214	77024	78634
7-1-05	59562	62511	65463	68466	71468	74407	77405	80336	82015

## INDEX

### A

administrative leave, 13

### B

bill of rights, 4  
bulletin board, 23

### C

change in work shifts, 21  
compensatory time, 17

### E

education incentive, 23  
extra pay, 17

### F

funeral leave, 12

### G

grievance, 6

### H

health benefits, 22  
holidays, 11

### L

leave, medical, 14  
leave, NJFL and FMLA, 14  
leave, personal, 14  
leaves of absence, 13

### M

management-union conferences, 4  
meal allowance, 19  
mileage, 19  
military leave, 14  
mutual aid, 21

### N

night shift differential, 16  
nondiscrimination, 8

### O

on-call, 19  
overtime, 17

### P

posting and promotion, 24  
pregnancy disability, 13  
printing of agreement, 24  
procedures, 22  
purpose, 1

### R

recognition, 1  
retirement, 22  
rules and regulations, 3

### S

salary, 15  
salary guide, iv  
senior officer differential, 16  
senior rank, appointment, 15  
senior rank, placement, 16  
seniority and layoff, 8  
service records, 21  
severability, 24  
sick leave, 12

### T

term of agreement, 26

### U

uniform allowance, 23  
union representatives, 3  
union security, 1

### V

vacation, 10  
vehicle registration, 23

### W

workers' compensation, 20