

**Agreement Between**

**Rutgers, the State University  
of New Jersey**

**and**

**the Fraternal Order of Police, Lodge 164,  
Superior Officers Association**

**July 1, 2014 to June 30, 2019**



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## **Agreement**

This Agreement is made and entered into this 14<sup>th</sup> day of August, 2018, by and between Rutgers, The State University of New Jersey, (hereinafter called "Rutgers" or the "University") and the Fraternal Order of Police, Lodge No. 164, Superior Officers Association (hereinafter called the "FOP-S") for the period July 1, 2014 to June 30, 2019.

This Agreement shall serve as the successor to the agreement between Rutgers and the FOP-S for the period July 1, 2009 to June 30, 2014 (hereinafter referred to as the "2014 Agreement") and the successor to the agreement between Rutgers (as the successor to the University of Medicine and Dentistry of New Jersey) and Fraternal Order of Police, Lodge No. 155 for the period from July 1, 2009 to June 30, 2014 (hereinafter referred to as the "155 Agreement").

Except as otherwise noted herein, all provisions of the 155 Agreement and/or the 2014 Agreement shall be deemed superseded and replaced by this Agreement upon ratification of this Agreement.

### **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**

1. Rutgers recognizes the FOP-S as the sole and exclusive bargaining agent of full time officers employed as University Police Sergeants and Senior Sergeants, 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.
2. Where the term "officer" or "officers" is used in this Agreement, it shall mean personnel in all titles.
3. Pursuant to a Memorandum of Agreement dated March 24, 2017, in resolution of PERC Docket No. RO-2017-035, the parties entered into a Stipulation of Appropriate Unit attached hereto as Appendix A. Prior to the effective date of this Agreement, officers subject to the terms and conditions of the 155 Agreement shall be covered by the terms of that Agreement up to the effective date of this Agreement when this Agreement shall govern all officers' terms and conditions of employment.

## 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. **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.
3. **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 dues or a representation fee under the provisions of this Agreement or any predecessor Agreement. This indemnification provision shall continue during any extension of this Agreement or during any period in which the Union is collecting dues or representation fees.

## Article 4 – Management Rights

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.

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.

The University retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.

Except as specifically limited or modified by the terms of this Agreement, or by law, all rights, powers, duties, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the University, whether exercised or not, and are to remain exclusively with the University.

## **Article 5 – 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 fifteen (15) days per calendar year during the period of this Agreement. 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 6 – Management-Union Conferences**

The FOP-S and the University shall, upon the request of either party, schedule mutually agreed upon meetings for the purpose of reviewing the administration of the Agreement and to discuss problems which may have arisen. Such meetings are not intended to bypass the grievance procedure or to be negotiating meetings, but are intended to be a means of fostering good employer-employee relations. Such meetings may be attended by the three (3) FOP-S representatives employed by the University, who shall not lose pay for time spent during regularly scheduled working hours at such meetings.

## **Article 7 – 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 or disabled Veteran, military service, membership or non-membership in the FOP-S, or any other status protected by law.

## **Article 8 – 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 of University Police 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 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.
9. 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 9 – 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) calendar 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 fifteen (15) calendar 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 fifteen (15) calendar 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 Chief of University Police within fifteen (15) calendar days of the receipt of such decision. The Chief of University Police or his/her designee shall meet with the officer and the FOP-S representative (if the officer wishes such representation) within fifteen (15) calendar days following receipt of the grievance and shall render a written decision to the officer and his/her representative within fifteen (15) calendar 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 fifteen (15) calendar 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 fifteen (15) calendar days of receipt of the grievance. A written decision shall be rendered by the Office of Labor Relations within fifteen (15) calendar days of such meeting.

### **Step 4**

If the FOP-S is not satisfied with the decision at Step 3, the FOP-S, within fifteen (15) calendar days after the receipt of the written decision of the third step hearing officer, may submit the grievance to binding arbitration, where permitted by law, with notice to the Office of Labor Relations. Binding arbitration hereunder shall not be available concerning the merits of major discipline.

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 grievance arbitrators who are 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. Holidays shall not be considered calendar 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.
8. Regardless of the step at which a grievance is initially filed, all grievances shall be filed with a copy to the Chief of University Police upon initial filing.
9. This Article shall, upon the effective date of this Agreement, apply to all grievances pending, or subsequently filed, by officers covered under the terms and conditions of the 155 Agreement prior to the effective date of this Agreement.

## **Article 10 – Personal Holidays**

1. Officers shall be eligible for three (3) personal holidays to be selected by the officer with the approval of the supervisor after six (6) months of employment and governed by rules applicable to Administrative Leave as provided for in Article 13.
2. For officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement, this Article shall take effect on August 1, 2018 and the provisions of Article VIII (Holidays) of the 155 Agreement shall cease to apply to those officers as of July 31, 2018. Notwithstanding the foregoing, all officers shall be eligible for three (3) personal holidays during Fiscal Year 2019.
3. In the event that an officer is required to work on a personal holiday he/she shall be compensated at time and one half, based on a 40 hour workweek, for all hours worked.

## **Article 11 – Funeral Leave**

1. An officer who is absent from work due to the death in the immediate family (mother, father, spouse, sole domestic partner and partner in a civil union, child, foster child, step-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.
3. For officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement, this Article shall take effect on August 1, 2018 and Article XVI (Section C) (Death in the Family) of the 155 Agreement shall cease to apply to those officers as of July 31, 2018.

## Article 12 – 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, sole domestic partner and partner in a civil union, child, foster child, sister, brother, grandmother, grandfather) residing in the officer's household who is seriously ill, or for exposure to contagious disease.
2. For officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement, this Article shall apply to those officers on August 1, 2018 and Article XVI (Section B) (Sick Pay) of the 155 Agreement shall cease to apply to those officers as of July 31, 2018. Further, for officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement who were hired prior to July 1, 1993 by the former police department of the University of Medicine and Dentistry New Jersey (and have remained employed continuously as a UMDNJ/Rutgers officer) shall accrue sick days on the basis of one day and a quarter (1 1/4) per month.
3. 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.
4. 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.
5. 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.

Employees covered by this Agreement shall be permitted to participate in Rutgers' compassionate leave program, a donated leave bank for catastrophic illnesses, pursuant to the terms and conditions set forth in the University Human Resources compassionate leave program, as may be amended unilaterally from time to time by the University. The University shall provide the FOP-S with an annual statement of donation and usage transactions related to the donated leave bank. The statement

will include the following University-wide data: number of people donating accrued time; number of days donated; number of people requesting leave; number of requests granted. Determinations regarding the granting or denial of compassionate leave shall be at the sole discretion of the Senior Vice President for Human Resources and Organizational Effectiveness.

## **Article 13 – 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.

For Full-time Officers previously subject to the 155 Agreement prior to the effective date of this Agreement, this Article shall take effect on August 1, 2018. Notwithstanding the foregoing, all officers shall be eligible for three (3) days of administrative leave during Fiscal Year 2019.

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; ½ day, 1 day, 1 ½ days.
4. Such leave shall not be cumulative. Unused balances in any year shall be canceled.

## **Article 14 – Service Records**

1. The service record maintained at the University Police Department shall be the official record. Each officer, during the officer's employment or within 5 years of the officer's separation, who wishes to inspect the officer's record may do so on the officer's 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 by University Human Resources. Request for review of such records shall be made in writing to University Human Resources and such review shall be during regular office hours.

## **Article 15 – 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 16 – 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 as provided by the University and the State.

## **Article 17 – Access to Agreement**

Rutgers shall make this Agreement accessible to the FOP-S by posting the Agreement on Rutgers' website where collective negotiations agreements are regularly maintained.

## **Article 18 – Overtime**

### **A. Sergeants and Lieutenants**

1. Lieutenants shall be compensated at time and one-half (1 1/2) their regular hourly rate of pay for all hours worked outside of schedule unless otherwise specified in this Article. Overtime pay and other premium pay shall not be pyramided.

Paid time off (sick leave, vacation, personal holidays, administrative leave, comp time and day in lieu of (DILO)) will count as hours worked for the purposes of computing overtime.

- a. In cases where there are no volunteers and overtime is required and the overtime is specific to a bureau, then the Sergeant or Lieutenant with the least number of mandate hours assigned to that bureau will be required to work the overtime.
- b. If the overtime is non-specific then the Sergeant or Lieutenant with the least number of mandate hours based on a division wide list will be assigned to work the overtime.
- c. Until the Sergeant or Lieutenant with the least number of mandate hours reports for duty pursuant to Section (A)(1)(a) or (A)(1)(b) of this Article, the least senior Sergeant(s) or Lieutenant(s) on duty shall be required to stay and work overtime.

- d. Individuals working overtime without authorization may be subject to discipline.
2. Overtime requested and authorized by the University Police Department shall be compensated at time-and-one-half the regular rate of pay for all hours worked beyond their regularly scheduled shift.
3. A Sergeant or Lieutenant called back to work after he/she has completed his/her regular work shift 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.

## **B. 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 Lieutenants will be assigned to 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 over time assignment, then Rutgers may assign the necessary number.
2. A Sergeant or Lieutenant 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.
3. For officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement, this Article shall apply to those officers beginning the first full pay period in September 2018 and Article VII (Section B) (Overtime) of the 155 Agreement shall cease to apply to those officers prior to the start of the first full pay period in September 2018. For officers subject to the terms and conditions of the 164 Agreement prior to the effective date of this Agreement, this provision shall take effect in the first full pay period of September 2018.
4. The Chief of University Police reserves the right to restrict the number of lieutenants assigned to an extra-duty assignment requiring multiple officers at the Chief's sole discretion. This is not intended to infringe on the ability of lieutenants to sign up for extra-duty assignments paid through the Police Department.
5. Notwithstanding the provisions of Section (A)(1) of this Article, unless otherwise authorized by the Chief of University Police or his/her designee, Lieutenants shall be compensated with compensatory time for hours worked outside of schedule, when performing departmental work. Such compensatory time shall be earned at a rate of one-and-one-half hours off for each overtime hour worked. Nothing in this

Article shall be construed to restrict or otherwise alter the University's managerial prerogative to schedule the hours of work of Lieutenants within the 28-day work period. The purpose of this section is to permit the Chief of University Police or his/her designee to schedule a Lieutenant off duty who has already worked 160 hours prior to the completion of the 28-day work period. In no event shall a Lieutenant be allowed to accrue more than 120 hours of compensatory time (80 hours at time-and-one-half), unless specific authorization is given by the Chief of University Police or his/her designee. All earned and accrued compensatory time must be utilized in accordance with University Policy 60.3.14.

6. From the effective date of this Article, through June 30, 2019, at the request of Rutgers or FOP-S, the parties will conduct a labor-management meeting to discuss the application of this Article. Said meeting shall take place within two weeks of the request unless a different time is mutually agreed to by the parties.

**Note: The parties agree that agreement to this provision satisfies the parties' obligations pursuant to the terms of the Settlement Agreement in PERC Docket No. AR-2016-077 and the Union represents that it will not pursue any claims, charges or grievances related to the issues similar to those addressed in the Settlement Agreement.**

## **Article 19 – On Call**

1. Lieutenants who are regularly scheduled to be "on-call" to receive communications from the University Police Department shall be compensated at the rate of five hundred dollars (\$500.00) per quarter effective July 1, 2013.
2. Sergeants shall be compensated at the rate of twenty dollars (\$20.00) per day of on-call work.
3. If for any reason a Sergeant cannot perform the on-call duty for which he or she is scheduled, that Sergeant, upon return, shall perform the next scheduled on-call duty of the Sergeant who replaced him or her.
4. For officers subject to the terms and conditions of the 155 Agreement up to the effective date of this Agreement, this Article shall apply to those officers commencing October 1, 2018.

## **Article 20 – 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.

1. **Full Time Officers Subject to the 155 Agreement Prior to the Effective Date of this Agreement.**



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

FY15 – July 1, 2014 – 1% to all top steps only

FY16 – July 1, 2015 – 1% to all top steps only

FY17 – July 1, 2016 – 1% to all top steps only

FY18 – July 1, 2017 – 1% to all top steps only

Top Steps are Grade 23E, Step 9 and maximum salary on the Lieutenant LTH grade.

- b. Placement of 155 on 164 scale

All Full-time officers subject to the terms of the 155 Agreement prior to the effective date of ratification shall, on July 1, 2018 be placed on the appropriate guide and step on the salary guides attached hereto at Appendix C. Such placement shall result in the officer being placed at a salary level that is equal to, or greater than the Full-time officers' salary as of June 30, 2018. After such placement, for purposes of step increment movement, all such officers shall be deemed to have an anniversary date of July 1 and shall be eligible for step increment movement on July 1, 2019, after placement on the appropriate salary guide in Appendix C. Sergeants shall, consistent with the 155 Agreement, receive merit increase movement (vertical movement) for Fiscal Years 2015, 2016, 2017 and 2018.

**2. Full Time Officers Subject to the 164 Agreement Prior to the Effective Date of this Agreement.**

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

FY15 – July 1, 2014 – 1% to all top steps only

FY16 – July 1, 2015 – 1% to all top steps only

FY17 – July 1, 2016 – 1% to all top steps only

FY18 – July 1, 2017 – 1% to all top steps only

\*FY19 – July 1, 2018 – 1% to all top steps only

\*FY19 – January 1, 2019 – 1% to all top steps only

Top Steps are Senior Sergeant Senior Step and Lieutenant Senior Step.

\*The Fiscal Year 2019 increases also shall apply to officers subject to the 155 Agreement and placed on the salary guides in Appendix C at the Senior Sergeant Senior Step or Lieutenant Senior Step on July 1, 2018.

- b. Automatic Increments. Eligible officers shall receive automatic increments on their appropriate anniversary dates as follows:

The FY 2015, 2016, 2017 and 2018 increments have been paid on the eligible officer's anniversary date.

The FY 2019 increments shall be paid on the eligible officer's appropriate anniversary date. Officers previously subject to the terms of the 155 Agreement and placed on the 164 salary guide on July 1, 2018 shall not be eligible for step increment movement until July 1, 2019.

All officers hired or promoted into the unit after the effective date of this Agreement shall be deemed to have a July 1 anniversary date for purposes of future increment payments.

Movement to Senior Officer Step will also occur on the appropriate anniversary date.

3. The salary increases provided for in Sections 1 and 2 of this Article shall only apply to (1) unit members who are on the University's payroll in a position represented by FOP-S on the date of ratification of this Agreement and who continue to be on the University's payroll and in an FOP-S position on the date of payment of the increase and (2) unit members who had a bona fide retirement or disability retirement during the term of this Agreement.
4. Paragraphs 5, 6, and 7 below shall become effective July 1, 2018 for officers subject to the effective terms of the 155 Agreement prior to the effective date of this Agreement.
5. 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.
6. Appointment to Senior Rank. After a Sergeant has completed five (5) 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 from the senior step of the Senior Police Officer salary guide set forth in the agreement between the University and FOP Lodge 62 (or FOP Lodge 74 and has remained continuously employed as a UMDNJ/Rutgers officer) 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.
7. Senior Rank Step Placement. Upon appointment to senior rank, the Sergeant 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.

8. Night Shift Differential. Lieutenants or Sergeants 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 Sergeant's or Lieutenant's scheduled permanent night shift is between the hours of 5:00 p.m. and 7:00 a.m., the Sergeant or Lieutenant shall be eligible for the night shift differential. Effective the first full pay period after September 1, 2018, this provision shall become effective for officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement and Article VII (Section C) shall cease to apply to those officers prior to the start of the first full pay period in September 2018.

### FISCAL EMERGENCY

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement, the following economic provisions shall apply:

#### APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency<sup>1</sup>. If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the Union with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days' notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days' notice, upon request of the Union negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University

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<sup>1</sup> The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the Union pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
  - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
  - The audited financial statements for the prior fiscal year;
  - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
  - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
  - Quarterly Statement of Cash Flows (Statement of Cash Flows);
  - Unaudited End of Year financial statements for the statements listed above;
  - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
  - The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.
  - The Union may request, in writing, additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.
3. During the notice period, upon written request by the Union, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the Union may file a grievance pursuant to paragraph 5 below.
4. The Union agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the Union may file a grievance under Article 9 of the Agreement. The grievance shall proceed directly to arbitration under Article 9. Such arbitration shall be concluded within ninety (90) days of

implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds.

The parties designate Arbitrator J.J. Pierson to hear disputes that arise under Section 5 of Article 20. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of Section 5 of this Article, the parties shall mutually agree upon another arbitrator.

## **Article 21 – 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. This provision shall become effective on August 1, 2018 for officers subject to terms and conditions of the 155 Agreement prior to the effective date of this Agreement. Those officers, for purposes of this Article, shall be given credit for years of continuous service as a police officer both in the Rutgers University Police Department and the University of Medicine and Dentistry of New Jersey.

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 22 – Seniority and Layoff**

1. All officers shall be considered to be in probationary status for the first 180 calendar days of employment after being hired or promoted into the unit. This 180 calendar day probationary period will automatically exclude all leave periods. Therefore the probation period will be automatically extended by the length of any paid or unpaid leave. The University reserves the right to extend the

probationary period up to an additional one hundred and eighty (180) calendar days. Probationary employees may be returned to their previous rank if promoted from the ranks or terminated at any time during the probationary period (if not promoted from the ranks), and such decision shall be final and binding. At the sole discretion of the Chief of University Police, a Sergeant or Lieutenant promoted from the ranks, who fails to satisfactorily complete probation, may return to his/her prior position. The decision of the Chief of University Police is final and not subject to the grievance process.

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 or lieutenant) from the day that officer's promotion into the title becomes effective (and for those officers subject to the terms of the 155 Agreement prior to the effective date of this Agreement, whose promotion occurred while employed at UMDNJ, shall have that promotion date considered as the applicable date for purposes of this Article), except that officers promoted on the same day shall resolve their seniority status based upon their original dates of hire (as a police officer by Rutgers or UMDNJ, whichever is applicable). Seniority units, for the purposes of layoff, 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 of University Police. 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 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 one-hundred and eighty (180) 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 one (1) working day, the officer shall thereafter be entitled to be paid the promotional rate of pay in the range of the job to which he/she is temporarily assigned.
  - c. When Rutgers assigns a sergeant to temporarily work in another job title, the officer upon completion of the first (1st) working day shall be entitled to receive extra pay for the period of temporary assignment, the rate of pay being equal to one unit of increase in his/her range as appropriate for that time period.

## Article 23 – 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. For officers subject to the terms and conditions of the 2014 Agreement prior to the effective date of this Agreement and all officers promoted into titles in this unit following the effective date of this Agreement, the following shall apply:

<b>Lieutenants</b>	
1 through 5 years service	15 working days
5 through 19 years service	20 working days
20 years or more	25 working days
<b>Sergeants</b>	
1 through 12 years service	15 working days
13 through 20 years service	20 working days
Over 20 years	25 working day
  - b. When a Lieutenant completes five (5) years of service during a fiscal year, or when a Sergeant 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 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. For those officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement the following vacation schedule shall apply:
  - a. From date of regular employment – 1 1/2 work days per month to completion of 10 years of service;
  - b. From the beginning of the 11th year of service – 1 2/3 work days per month year to the completion of 20 years of service. Upon completion of 20 years (or more) 2 1/12 work days per month of service and thereafter.
3. 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.

4. 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.

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 24 – Leaves of Absence**

1. Leaves pursuant to the federal Family and Medical Leave Act and New Jersey Family Leave Act shall be provided to officers as required by law and University Policy applicable to legacy Rutgers employees.
2. 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 of University Police for consideration.

## **Article 25 – Military Leave**

Officers shall be eligible for military leave in accordance with Federal or State Law/Statute, applicable regulations and University Policy.

## **Article 26 – Meals**

Officers who are required to work for two (2) hours beyond their regular shift, or two (2) hours beyond an assigned extra duty shift, (and who do not otherwise receive a meal) shall be eligible for one meal allowance of ten dollars and seventy-five cents (\$10.75). For officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement, this Article shall take effect on August 1, 2018.

## **Article 27 – Automobile Mileage**

When an officer is required to use his/her personal automobile on authorized Rutgers business, such use is reimbursable at the rate set by the University for the time the expense is incurred. Such amount will cover all related expenses. The officer must carry Automobile Liability Insurance in the amounts required by law. 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 28 – Workers' Compensation**

An officer injured in the course of his/her employment must immediately seek medical attention from the nearest University appointed physician. Locations of the University appointed physicians will be disseminated and updated periodically by the University's Department of Occupational Health.

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.

1. 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.
2. 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 29 – 4x4 Schedule**

1. Police officers employed by Rutgers University Police New Brunswick/Newark (hereinafter RUPD) and who work a 4x4 schedule, will be scheduled to 10 and 12 hours shifts as determined at the discretion of the Chief of University Police, for a total of 160 hours in a 28-day cycle.
2. Officers working the 4x4 schedule shall be compensated at the time and one-half rate for working in excess of their regularly scheduled shift or after working 160 hours in a 28-day cycle.
3. Training will be completed during an officer's regular work shift when operationally feasible, as determined by the Chief of University Police. Training

required by the Department beyond 160 hours in a 28-day cycle shall be compensated at the time and one-half rate for all hours actually spent in training.

4. A police officer working the 4x4 work schedule, who is out from work on a day he/she is scheduled to work a 10-hour shift shall be charged 10 hours of appropriate paid leave time. A police officer working the 4x4 schedule who is out from work on a day he/she is scheduled to work a 12-hour day shall be charged 12 hours of appropriate paid leave time.

### **Article 30 – 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 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 31 – Health Benefits**

1. All officers represented by the FOP-S who are eligible for health insurance and Prescription Drug benefits coverage under the State Health Benefits Program P.L. 1961, c. 49 (N.J.S.A. 52:14-17.25, et. seq.) shall pay premium or periodic charges therefore (e.g., pursuant to P.L. 2011, c.78), and shall be subject to and shall enjoy other changes in health benefits eligibility and coverage, 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 \$45 payment for prescription eyeglasses with regular lenses and up to a \$50 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. 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 32 – Retirement<sup>2</sup>**

Officers shall be eligible for participation in the State of New Jersey Police and Firemen's Retirement System consistent with its rules and regulations. Administrative rules are established by the State of New Jersey – Department of Treasury – Division of Pensions and Benefits.

## **Article 33 – Miscellaneous**

1. In Fiscal Years 2015, 2016, 2017, 2018 and 2019, each officer shall receive an annual uniform maintenance allowance, payable quarterly, of nine hundred dollars (\$900). Effective August 1, 2018, this provision shall apply to officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement and Article XIII (Sections A and B) of the 155 Agreement shall cease to apply to those officers on July 31, 2018. In Fiscal Years 2015, 2016, 2017 and 2018, Article XIII of the 155 Agreement shall apply to those officers.
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. 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.
4. 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.
5. Beginning August 1, 2018, paragraphs (a) and (b) of this section shall apply to those officers subject to the terms and conditions of the 155 Agreement prior to the effective date of this Agreement.

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<sup>2</sup> For information only.

- a. 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.

- b. 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.

6. The Office of Labor Relations shall maintain copies of the job descriptions for the positions of University Police Sergeant and University Police Lieutenant.
7. In the event an officer attends a day training course that is at least six (6) hours it will be considered a normal work day. When the department requires an officer to attend a training course on his/her day off, of at least six (6) hours in duration, he/she will be given an alternate day off. The alternate day will be at the discretion of the department. In the event the training session is less than six (6) hours (including travel time), the officer will be required to return to work and finish the rest of the time on-duty or utilize personal time off to make up the difference. If the officer's schedule is changed to accommodate a multiday school, hours owed will be calculated on the 28-day – 160-hour cycle. Hours worked under 160 hours will be scheduled for duty or taken of in accordance with established procedure.

## **Article 34 – 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, where required to do so by law.

## Article 35 – 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 President when such postings commence. Officers who have been in their current title for six (6) months are eligible to bid on (test 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. Notwithstanding the provisions of this section, Sergeants shall only be eligible to be promoted to the rank of Lieutenant after they achieve a minimum of two (2) years in their current grade.

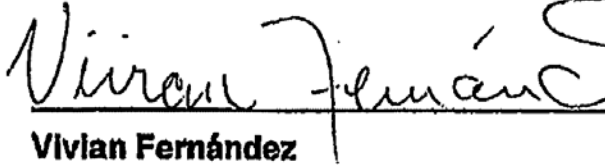
2. Upon promotion to a higher rank, an officer shall be informed of his/her new rate of pay. A copy of which shall be provided to the FOP-S President.
3. Each officer's promotion board test results will be posted as soon as feasible after the testing. Such test scores will be posted in a manner that 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 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. Notwithstanding this section, it is recognized that temporary special duty positions (90 days or less) do not allow for a one (1) week posting and, in those instances, the Chief of University Police or designee will endeavor to discuss same with SOA President prior to assignment.

## Article 36 – Term

The term of this Agreement is July 1, 2014 to June 30, 2019.

**Rutgers, the State University  
of New Jersey**

**Fraternal Order of Police Lodge 164  
Superior Officers Association**

  
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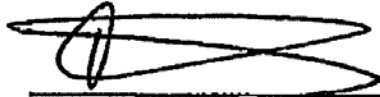
**Vivian Fernández**

Senior Vice President for Human  
Resources and Organizational  
Effectiveness

  
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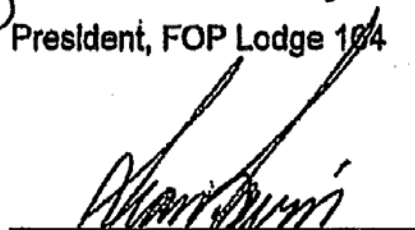
**Lt. Matthew A. Gulsby**

President, FOP Lodge 164

  
\_\_\_\_\_

**Harry M. Agnostak**

Associate Vice President for Human  
Resources

  
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**Sean Lavin**

Executive Director, NJFOP Labor Council

  
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**Jeffrey T. Maschi**

Director, Office of Labor Relations

  
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**Kenneth B. Cop**

Executive Director of Public Safety/Chief  
of University Police

  
\_\_\_\_\_

**Michael J. Rein**

Deputy Chief of University Police

# Appendix A

## STATE OF NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of	>	
	>	
RUTGERS UNIVERSITY,	>	
Public Employer,	>	
	>	
-and-	>	DOCKET NO. RO-2017-035
	>	
FRA TERNAL ORDER OF POLICE, LODGE NO. 164,	>	
Petitioner.	>	
	>	

### STIPULATION OF APPROPRIATE UNIT

The above named organization having filed a Petition for Certification by a check of the employee authorization cards pursuant to N.J.S.A. 34:13A-5.3, the parties stipulate that the appropriate unit for collective negotiations is as follows:

Included: All regularly employed sergeants, senior sergeants and lieutenants employed by Rutgers University.

Excluded: Managerial executives, confidential employees and non-supervisors; craft employees, professional employees, non-police employees, casual employees, rank and file police officers, investigators, chiefs and all other employees employed by Rutgers University.


Rutgers University

Fraternal Order of Police, Lodge No. 164

(Public Employer)

(Petitioner)

By  Assoc. VP Labor Relations  
(Name and Title) 3/28/17  
(Date)

By  3/27/2017  
(Name and Title) (Date)

<b>Recommended:</b>	
(Commission Agent)	(Date)
(Director of Representation)	
Date Approved	
Docket No. RO-2017-035	



## Appendix B

Rutgers, The State University of New Jersey  
Office of the Senior Vice President for Human Resources and Organizational Effectiveness

### Salary Table: BH – FOP 155

Effective Date: July 1, 2014 to June 30, 2018

<b>BH – FOP 155 July 1, 2014</b>			
Step	23C	23D	23E
1	35.70	35.95	36.20
2	36.78	37.03	37.28
3	37.90	38.15	38.40
4	39.02	39.27	39.52
5	40.18	40.43	40.68
6	41.39	41.64	41.89
7	42.63	42.88	43.13
8	43.91	44.16	44.41
9	45.23	45.48	46.19
LTH	48.02	48.65	49.77

<b>BH – FOP 155 July 1, 2015</b>			
Step	23C	23D	23E
1	35.70	35.95	36.20
2	36.78	37.03	37.28
3	37.90	38.15	38.40
4	39.02	39.27	39.52
5	40.18	40.43	40.68
6	41.39	41.64	41.89
7	42.63	42.88	43.13
8	43.91	44.16	44.41
9	45.23	45.48	46.65
LTH	48.02	48.65	50.27

<b>BH – FOP 155 July 1, 2016</b>			
Step	23C	23D	23E
1	35.70	35.95	36.20
2	36.78	37.03	37.28
3	37.90	38.15	38.40
4	39.02	39.27	39.52
5	40.18	40.43	40.68
6	41.39	41.64	41.89
7	42.63	42.88	43.13
8	43.91	44.16	44.41
9	45.23	45.48	47.12
LTH	48.02	48.65	50.77

<b>BH – FOP 155 July 1, 2017</b>			
Step	23C	23D	23E
1	35.70	35.95	36.20
2	36.78	37.03	37.28
3	37.90	38.15	38.40
4	39.02	39.27	39.52
5	40.18	40.43	40.68
6	41.39	41.64	41.89
7	42.63	42.88	43.13
8	43.91	44.16	44.41
9	45.23	45.48	47.59
LTH	48.02	48.65	51.28

## Appendix C

Rutgers, The State University of New Jersey  
Office of the Senior Vice President for Human Resources and Organizational Effectiveness  
**Salary Table: FOP-Superior**  
Effective Date: July 1, 2014 to June 30, 2019

### Sergeant Salary Guide – Range 23

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Sr Step
July 1, 2014	\$64,457	\$67,708	\$70,971	\$74,226	\$77,481	\$80,741	\$83,994	\$87,254	\$88,996
July 1, 2015	\$64,457	\$67,708	\$70,971	\$74,226	\$77,481	\$80,741	\$83,994	\$87,254	\$88,996
July 1, 2016	\$64,457	\$67,708	\$70,971	\$74,226	\$77,481	\$80,741	\$83,994	\$87,254	\$88,996
July 1, 2017	\$64,457	\$67,708	\$70,971	\$74,226	\$77,481	\$80,741	\$83,994	\$87,254	\$88,996
July 1, 2018	\$64,457	\$67,708	\$70,971	\$74,226	\$77,481	\$80,741	\$83,994	\$87,254	\$88,996

### Senior Sergeant Salary Guide – Range 24

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Sr Step
July 1, 2014	\$67,678	\$71,095	\$74,521	\$77,937	\$81,357	\$84,777	\$88,195	\$91,617	\$98,158
July 1, 2015	\$67,678	\$71,095	\$74,521	\$77,937	\$81,357	\$84,777	\$88,195	\$91,617	\$99,139
July 1, 2016	\$67,678	\$71,095	\$74,521	\$77,937	\$81,357	\$84,777	\$88,195	\$91,617	\$100,131
July 1, 2017	\$67,678	\$71,095	\$74,521	\$77,937	\$81,357	\$84,777	\$88,195	\$91,617	\$101,132
July 1, 2018	\$67,678	\$71,095	\$74,521	\$77,937	\$81,357	\$84,777	\$88,195	\$91,617	\$102,143
January 1, 2019	\$67,678	\$71,095	\$74,521	\$77,937	\$81,357	\$84,777	\$88,195	\$91,617	\$103,165

### Lieutenant Salary Guide – Range 26

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Sr Step
July 1, 2014	\$74,989	\$78,702	\$82,420	\$86,201	\$89,980	\$93,679	\$97,454	\$101,145	\$104,292
July 1, 2015	\$74,989	\$78,702	\$82,420	\$86,201	\$89,980	\$93,679	\$97,454	\$101,145	\$105,335
July 1, 2016	\$74,989	\$78,702	\$82,420	\$86,201	\$89,980	\$93,679	\$97,454	\$101,145	\$106,389
July 1, 2017	\$74,989	\$78,702	\$82,420	\$86,201	\$89,980	\$93,679	\$97,454	\$101,145	\$107,453
July 1, 2018	\$74,989	\$78,702	\$82,420	\$86,201	\$89,980	\$93,679	\$97,454	\$101,145	\$108,527
January 1, 2019	\$74,989	\$78,702	\$82,420	\$86,201	\$89,980	\$93,679	\$97,454	\$101,145	\$109,612



