

***COLLECTIVE BARGAINING  
AGREEMENT***

*between the*

***THE STATE OF NEW JERSEY/  
ROWAN UNIVERSITY***

*and the*

***FRATERNAL ORDER of POLICE  
LODGE 155***

**(July 1, 2018 - June 30, 2023)**

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## **PREAMBLE**

The Rowan University (hereinafter "University") and the University Fraternal Order of Police Lodge 155 of the Fraternal Order of Police/New Jersey Labor Council (hereinafter "FOP Lodge 155") have entered into this Agreement for the purpose of establishing conditions under which Sergeants and Lieutenants shall be employed to work for the University, and procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and ensuring harmonious relations, cooperation and understanding between the University and it's Sergeants and Lieutenants.

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin, ancestry, sex or marital status or liability for service in the Armed Forces of the United States of America.

## **RECOGNITION**

**A.** The University hereby recognizes the University FOP Lodge 155 as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of employees employed by the University at all its locations.

**B.** The employees included are:

All regular full-time Sergeants and Lieutenants of the University at the Rowan School of Osteopathic Medicine.

**The employees excluded are:**

All other employees of the University including Rowan University Campus Police Officers and any other law enforcement officers at other Rowan campuses.

## **ARTICLE 1**

### **MANAGEMENT RIGHTS**

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 2**

### **PRIOR BENEFITS AND POLICY**

Except as provided elsewhere in this agreement, the parties agree to be bound by current University Policy.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **Section A**

##### ***Definition of Grievance***

The term "grievance" shall mean an allegation that there has been:

1. A breach, misinterpretation or improper per application of the terms of the Agreement; or
2. The claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or order of the University affecting the terms and conditions of employment.

#### **Section B**

##### ***Purpose***

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of employee grievances.
2. It is agreed that the individual employee is entitled to utilize this grievance procedure and to the FOP Lodge 155 representation in accordance with the provisions thereof. He or she shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

#### **Section C**

##### ***General Provisions***

No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.

Nothing in this Agreement shall be construed as compelling the FOP Lodge 155 to submit a grievance to arbitration. When a grievant has FOP Lodge 155 representation, the FOP Lodge 155's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interest of the grievant and the FOP Lodge 155.

Any claim of unjust discipline against an employee shall be processed in accordance with the provisions of this Article.



Reference by name or title or otherwise in this Agreement to Federal or State Laws, rules, regulations promulgated there under, formal policies or orders of the State and/or University shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope or arbitrability as set forth in this Agreement except as specifically provided in this Agreement.

Should a grievance not be satisfactorily resolved, or should no decision be forthcoming in the prescribed time limits at Step One or Two, the grievance may in accordance with the provisions of this Article, be submitted to the next step. The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

Grievance resolutions or decisions at Step 1 and/or Step 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by a duly authorized representative of the University and the FOP Lodge 155. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the ten (10) day period, provided in E.1 below except that payroll errors and related matters shall be corrected to the date of the error within a one (1) year limitation.

The FOP Lodge 155 authorized representative and the University have the right to examine or cross-examine witnesses who appear at any step of this procedure.

All time limits are of the essence and may be extended only by written mutual agreement between authorized representative of the University and the FOP Lodge 155. Grievances not raised and processed in strict and absolute accordance with the grievance procedures and time limits will be waived by the FOP Lodge 155 and employee and will not be considered.

A grievance which affects a substantial number of employees, or in a case of suspension without pay or discharge, or which the Senior Director of Public Safety lacks the authority to settle, may initially be presented at Step Two of the grievance procedure.

## **Section D**

### ***Preliminary Informal Procedure***

An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. At the employee's option, he/she may request the presence of a FOP Lodge 155 Representative. If the employee exercises this option, the supervisor may determine that the grievance be moved to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

If an informal discussion does not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

## **Section E**

### ***Formal Steps***

#### **Step One:**

"All disciplinary, contractual and non-contractual grievances must be signed by the individual grievants." The grievance shall be reduced to writing and submitted to the Senior Director of Public Safety, Rowan University or his/her designee within ten (10) calendar days, from the date on which the alleged violation of the Agreement or policy took place or from the date on which the grievant should reasonably have known of its occurrence, whichever is later.

The Senior Director of Public Safety or his/her designee shall conduct a hearing and render a written decision within fourteen (14) calendar days after its receipt of the grievance.

#### **Step Two:**

If the grievance is not resolved satisfactorily at Step One, it may be appealed by written notice to the Assistant Vice President of Labor Relations, Rowan University or his/her designee within ten (10) calendar days, after the Step One decision was rendered or due.

The Assistant Vice President of Labor Relations, Rowan University or his/her designee will convene a hearing. The employee may be represented at such hearing by a representative of the FOP Lodge 155. The Assistant Vice President of Labor Relations, Rowan University or his/her designee will render a decision within ten (10) calendar days, excluding weekends and holidays from the date of the conclusion of the hearing.

### **Step Three - Arbitration:**

In the event that the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A l. above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of three days or more at one time
2. Involuntary Demotion not due to layoff
3. Discharge

then a request for arbitration may be brought only by the FOP Lodge 155 through its' President or FOP Labor Council within ten (10) calendar days from the date the FOP Lodge 155 received the Step Two decision.

The request for arbitration shall be submitted in writing to the Public Employment Relations Commission with a copy sent to the Assistant Vice President of Labor Relations, or his/her designee and the Director of the Governor's Office of Employee Relations. Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission. A transcript of all arbitration hearings may be taken. All expenses of arbitration shall be borne by the University and the FOP Lodge 155 equally, except that the cost of preparing and presenting each party's case, the cost of each party's transcript or charge for a late cancellation shall be borne by each respective party. The parties reserve the right not to engage a court reporter if mutually agreed upon.

The arbitrator selected shall be requested to hold the arbitration within one hundred eighty (180) calendar days from the date selected and render his/her decision within thirty (30) calendar days after the close of the hearing or receipt of the transcript- whichever is later unless such time is extended by mutual consent of the parties in writing.

The function of the neutral arbitrator shall be of a judicial rather than a legislative nature. The arbitrator shall give effect to the plain meaning of the Agreement language and shall not interpret such language unless the meaning of the language is unclear or ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision which is consistent with the plain meaning of the Agreement's language, consistent with the common law of contract interpretation and with general considerations reserved to management by the Public Employment Relations Act and case interpretation of that Act.

The arbitrator shall not have the power to add to, subtract from or otherwise amend this Agreement nor shall he/she have the authority to prescribe a monetary award as a penalty for a violation of this Agreement.

Should the arbitrator reinstate an employee with back pay, the employee may be paid for the day(s) he/she would have worked in his/her normally scheduled work week, at his/her base rate of pay less any deductions required by law or other off-setting income for the back-pay period specified by the arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the FOP Lodge 155 and the employee, unless either party seeks a review in an appropriate court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded.

A neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar or issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question at issue, including the direct and cross-examination of all witnesses.

The arbitrator shall not substitute his/her judgment for the University where this Agreement has specified whose judgment will be used or the matter involved has been reserved to the University by law or this Agreement.

Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, unless a party wishes to challenge the award.

In the event such legal remedy is pursued, corrective action, if any, will be implemented as soon as practicable after final resolution by the courts.

## **ARTICLE 4**

### **DISCIPLINE AND DISCHARGE**

#### **Section A**

Discipline shall mean official written warning, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon layoff or operational changes made by the University shall not be construed to be discipline. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the employee's central personnel file.

#### **Section B**

The University may in lieu of suspension for a fixed number of days, and upon the mutual consent of the union and the supervisor, deduct up to an equal number of days from the vacation balances. The disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension.

#### **Section C**

Suspensions without pay of three days or more at one time, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 3. No other disciplinary actions shall be subject to arbitration.

#### **Section D**

The University will notify the FOP Lodge 155 in writing of any suspensions or discharges within seventy-two (72) hours of the action not including weekends or holidays. Failure by the University to properly notify the FOP Lodge 155 will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the FOP Lodge 155 was notified of the action in writing.

#### **Section E**

An employee shall not be disciplined for acts which occurred more than forty-five (45) days after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based, except those acts which would constitute a crime or that relate to a University EEO investigation. The employee's whole record of employment shall be considered with respect to the appropriateness of the penalty to be imposed.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

Any Member covered by this Agreement who receives a verbal or written request to report to the Human Resources Department, a supervisor, or other administrative officer of the University, on matters that the employee has reason to believe may lead to disciplinary actions against himself/herself, at the employee's request shall be accompanied by an authorized FOP Lodge 155 representative, providing a Representative is available within two hours of notification to the employee. If the meeting is investigative in nature, the FOP Lodge 155 representative shall serve only as a witness or advisor during subsequent interrogation.

Where a Member is being interviewed during the course of an investigation and where there is a reasonable likelihood that the individual being questioned may have formal charges preferred against him/her, the nature of those contemplated charges shall be made known to the Member.

Where criminal charges are initiated, the rights of the employee to representation by his/her attorney shall not be violated.

## **ARTICLE 6**

### **WAGES**

#### **Section A**

##### ***Salary Program***

The parties acknowledge the existence and continuation during the term of this Agreement of the State Compensation Plan which incorporates in particular but without specific limit the following basic concepts:

1. A system of position classifications with appropriate position description.
2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.
3. Regulations governing the administration of the plan, including an Employee Performance Evaluation.
4. The authority, method and procedures to effect modifications as such are required.
5. Base Compensation Rate: An employee's base compensation rate is the employee's rate of pay without any differential(s), premium(s), bonuses, etc.
6. Regular Rate: An employee's regular rate of pay is the base rate of pay plus the experience differential, if applicable.

#### **Section B**

##### ***Correcting Payroll Errors***

When an error in pay has been made by the Payroll Department resulting in an under payment to the employee, the University will issue a check with the correction no later than the next pay period from the date of notification of the error, with proper deductions. When an error in pay has been made resulting in an overpayment to the employee, the University will provide the employee with an explanation and discuss a repayment plan, where appropriate.

## **Section C**

### ***Salary Program July 1, 2018 to June 30, 2023 – Sergeants and Lieutenants***

#### **1. Fiscal Year 2019**

Effective and retroactive to the first full pay period after July 1, 2018 there shall be a 2% increase to step 10 only of the WB Scale for Sergeants and a 2% increase to the Lieutenants single rate of the 28 E W1 salary table. There shall be one step move, if applicable, for Sergeants on the WB salary scale.

The Experience Differential of \$.25/hr. for incumbents with ten (10) years of University Police Officer experience and \$.50/hr. for incumbents with fifteen (15) years of University Police Officer experience shall continue.

#### **2. Fiscal Year 2020**

Effective and retroactive to the first full pay period after October 1, 2019, there shall be a 2.0% increase to the base step rates. There shall be one step move, if applicable, for Sergeants on the WB salary scale.

Effective the first full pay period after January 1, 2020, the Lieutenants single rate of the 28 E W1 salary table shall be increased to \$104,013.00.

The Experience Differential of \$.25/hr. for incumbents with ten (10) years of University Police Officer experience and \$.50/hr. for incumbents with fifteen (15) years of University Police Officer experience shall continue.

#### **3. Fiscal Year 2021**

Effective the first full pay period after July 1, 2020, there shall be a 2.0% increase to the base step rates. There shall be one step move, if applicable, for Sergeants on the WB salary scale.

The Experience Differential of \$.25/hr. for incumbents with ten (10) years of University Police Officer experience and \$.50/hr. for incumbents with fifteen (15) years of University Police Officer experience shall continue.

#### **4. Fiscal Year 2022**

Effective the first full pay period after July 1, 2021 there shall be a 2.0% increase to the base step rates. There shall be one step move, if applicable, for Sergeants on the WB salary scale.

Effective the first full pay period after April 1, 2022 there shall be a 2.0% increase to the base step rates. There shall be one step move, if applicable, for Sergeants on the WB salary scale.



The Experience Differential of \$.25/hr. for incumbents with ten (10) years of University Police Officer experience and a \$.50/hr. for incumbents with fifteen (15) years of University Police Officer experience shall continue.

## **ARTICLE 7**

### **HOURS OF WORK**

#### **Section A**

##### ***Work Schedule***

All Sergeants will be scheduled to work a regular shift as determined by the University each work shift will have stated starting and quitting times. The normal pay period shall normally consist of eighty (80) hours. The normal work week shall consist of forty (40) hours, with a paid meal period of thirty (30) minutes.

Employees whose shift is changed will be given advance notice of at least 10 calendar days except in the case of an emergency.

#### **Section B**

##### ***Overtime***

1. The University conforms to the applicable law on overtime.
2. Overtime will only be paid if authorized in advance by Public Safety management (Lieutenant or above), except in an emergency.
3. Sergeants shall be compensated at time and one-half (1 1/2) for all hours worked in excess of forty (40) hours. Sick time does not count towards overtime. Overtime pay and other premium pay shall not be pyramided. Vacation, holidays, and float holidays will count towards overtime.
4. Such overtime hours shall be compensated either by: (a) cash or (b) compensatory time off at the rate of time and one-half (1 1/2) hours for each hour of overtime worked, at the option of the University.
5. Overtime (voluntary or involuntary) shall be distributed on a rotational basis without discrimination.

6. Each Sergeant is expected to be available for overtime work. A Sergeant refusing an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime.

7. In cases where there are no volunteers and overtime is required, then the least senior Sergeant(s), of the Sergeant(s) on duty, shall be required to stay and work overtime.

## **Section C**

### ***Shift Differential***

Shift differential will be paid to non-exempt members in the bargaining unit prior to ratification of the 7/1/14 through 6/30/18 Agreement. Shift differential will be paid for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his/her regularly scheduled hours after 3:00 pm or before 6:00 am.

Effective July 1, 2014, the shift differential shall be \$2.25/hr.

Members hired or promoted to this unit after the ratification of the 7/1/14 through 6/30/18 Agreement shall not be eligible for shift differential.

## **Section D**

### ***Training***

Members assigned to training during a particular shift will not be assigned to work either the shift immediately preceding or the shift immediately following the training shift. However, in an emergency situation as determined by the Senior Director of Public Safety or designee, Members may be required to work the shift immediately preceding or following a training shift.

## **Section E**

### ***Call Backs***

When a Sergeant is called back to work after completing his/her scheduled shift, the Sergeant shall be compensated for the actual hours worked. The Sergeant shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of the Sergeant's regular shift.

## **Section F**

### ***Workweek and Pay Period***

1. For the purpose of this contract a “day” is defined to be an employee’s regularly scheduled weekly hours divided by five (5).
2. The regular workweek period begins 12:01 a.m. Saturday and ends at midnight the following Friday. The University may agree and approve an alternate workweek for overtime purposes for employees in this unit.
3. The two-week pay period begins at 12:01 a.m. Saturday and ends at midnight on Friday.
4. The implementation date(s) for changing from the current pay period and workweek (Sunday-Saturday) to the workweek and pay period referenced in 2 and 3 above will be determined by the University.

## **ARTICLE 8**

### **HOLIDAYS**

#### **Section A**

Members who are covered by this Agreement shall be eligible for fifteen (15) paid holidays. The fifteen (15) holidays are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day
10. Float Holidays (6)

Effective January 1, 2012, all bargaining unit members hired or returning from unpaid leaves of absences between January 2, and July 1, of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holiday will be credited for individuals hired or returning from leave of absence from July 2 through December 31, (individuals returning from January 2 to July 1, will only receive the three float holidays if they did not already receive float holidays for the particular year).

## **Section B**

In order to be eligible for any of the nine (9) designated holidays, the employee must be in active pay status on the date the holiday occurs. To be eligible for the six (6) float holidays, the employee must be in active pay status as of January 1st of the year the float holidays are granted.

The employee shall meet with his/her supervisor to schedule a mutually agreeable date for use of a float holiday. Such requests must be made at least one (1) week in advance. Holidays may not be used prior to being earned. Float holidays not used by December 31st of the given year shall be forfeited.

## **Section C**

To be eligible for holiday pay, the following guidelines apply:

A. If not scheduled to work the holiday, the Sergeant must work his/her scheduled work days before and after the holiday.

B. If scheduled to work the holiday the Sergeant must work the holiday, and both the scheduled work days before and after the holiday.

C. Failure to meet these requirements will result in the forfeiture of the holiday pay, unless the holiday pay is authorized by the Senior Director of Public Safety due to mitigating circumstances.

## **Section D**

The University will make an effort to rotate-major holidays among Members in the unit subject to proper staffing.

If a Sergeant is required to work on a holiday other than the Day After Thanksgiving Day or Good Friday, he/she shall be paid at a rate of time and a half (1 1/2) the basic rate of pay for all hours worked, in addition to receiving an alternate day off from work. If a bargaining unit member is required to work on the Day After Thanksgiving or Good Friday, he/she shall be paid at the basic rate, in addition to receiving an alternate day off.

## **ARTICLE 9**

### **VACATIONS**

#### **Section A**

Effective July 1, 2011, all employees covered by this Agreement will be entitled to the following vacation benefits:

Amount of Service:

From date of regular employment 1 1/2 work days per month to completion of 10 years of service

From the beginning of the 11<sup>th</sup> 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

#### **Section B**

##### ***Use of Vacation Time***

After successful completion of the initial 90-day probation period, vacation allowance may be taken as earned with the permission of his/her supervisor.

Employees may carry over a maximum of one (1) year of earned vacation allowance into the next succeeding year. Any vacation allowance (accrued) in excess of the one (1) year maximum carry over allowance will be forfeited.

#### **Section C**

##### ***Notice Approval and Scheduling***

Vacation accruals may be taken only after the employee has given prior notice to and received written approval of his/her supervisor. Vacations will be granted in accordance with the particular manpower requirements of the department, the preferences of the employees, and the seniority of the employees. Employees must submit their vacation requests by the deadline posted by Public Safety or they will forfeit their seniority preference. Once the vacation schedule has been approved, any new revised or additional, requests for vacation use for the year will be on a first come first served basis; seniority cannot be used to alter the already approved vacation requests.

## **Section D**

### ***Separation/Retirement***

Employees who are separating (or retiring) for any reason from the University, will be paid for any unused vacation time at their current daily rate of pay upon separation/retirement less any overdrawn sick time used, if any.

## **ARTICLE 10**

### **PROBATION/SENIORITY**

#### **Section A**

All Members 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 terminated at any time during the probationary period, and such decision shall be final and binding.

At the sole discretion of the Senior Director of Public Safety, a Sergeant promoted from the ranks, who fails to satisfactorily complete probation, may return to a Police Officers position if available. The decision of the Director is final and not subject to the grievance process.

Probationary employees, newly hired into the University, will be eligible to use accrued benefits after ninety (90) calendar days of employment.

#### **Section B**

For retirement and layoff purposes, including bumping rights, a sergeant's or lieutenant's seniority shall be his/her date of hire with the University on a university-wide, not campus-wide, basis for all other purposes, a sergeant's or lieutenant's seniority shall be the date he/she became a Police Officer at the University. If hire dates are the same, then the sergeant's or lieutenant's seniority shall be determined by the officer's birthday month and day.

## **ARTICLE 11**

### **EMPLOYEE PROTECTION**

The University agrees to continue its policy of maintaining appropriate insurance to cover all damages, losses, or expenses arising whenever any civil action has been brought against an employee for any act or omission arising out of and in the course of the performance of the duties of such employee.

## **ARTICLE 12**

### **HEALTH AND SAFETY**

#### **Section A**

The University shall continue to make reasonable provisions for the safety and health of its' employees during the hours of their employment and will provide devices, as it deems appropriate, for their protection and will provide a reasonably safe and healthy place of employment.

#### **Section B**

An employee must report incidents of unsafe and/or unhealthful condition to his or her supervisor immediately. The University and the FOP Lodge 155 agree that health and safety issues and concerns are of mutual importance and such subjects are appropriate for discussion in the Union/Management conferences (Article 19). Any joint recommendations concerning improvement or modification of conditions regarding safety and/or health shall be reported to the University's Department of Environmental Protection, Occupation, Safety and Health.

#### **Section C**

It is understood that references to safety and health hazards in this Article are not intended to include those hazards which are attendant to the employment of employees as Sergeants and Lieutenants and which represent the risks normally associated with such employment.

## **ARTICLE 13**

### **UNIFORM MAINTENANCE ALLOWANCE**

#### **Section A**

Where the University requires a Sergeant or Lieutenant to wear a uniform, the University will generally provide the uniforms. However, in those cases where the University require a Sergeant or Lieutenant to wear a uniform but chooses not to provide the uniform, the University will provide a uniform allowance of \$1,500.00 effective July 1 of each year to any eligible non-probationary employee. Such payment will be made no later than October of the given year.

#### **Section B**

The University shall provide a Uniform Maintenance Allowance in each year of this agreement to those employees required to wear a uniform provided by the University based on the following schedule of payments:

FY 19 - \$500  
FY 20 - \$550  
FY 21 - \$550  
FY 22 - \$600  
FY 23 - \$600

Such payments will be made the first full pay period each December.

## **ARTICLE 14**

### **EMPLOYEE TRAINING**

Employees covered by this Agreement may request permission to attend without loss of pay, training courses that are job related at the various police academies. Such courses must be sanctioned by the University and are specifically aimed at skills development in order to afford employees greater opportunity for performance improvement and promotional growth. Such requests shall be submitted in writing to the immediate supervisor at least two (2) weeks in advance and will not be unreasonable denied. Public Safety will post information on available courses which come to its attention.



## **ARTICLE 15**

### **EMPLOYEE BENEFITS**

#### **Section A**

##### ***State Health Benefits Program***

- a. The State Health Benefits Program (hereafter referred to as "SHBP") is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c.78, section 47, N.J.S.A. 52:14-17.29. It is agreed that, as part of the SHBP, the State shall continue the Prescription Drug Benefits Program during the period of this Agreement. The Prescription Drug Benefits Program may be modified by the State Health Benefits Design Committee (hereafter referred to as "the Committee"), in accordance with P.L. 2011, c.78. The Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c.78, the Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.
- b. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan. The Traditional Plan and the NJ Plus POS have been abolished.
- c. Medicare Reimbursement Effective January 1, 1996, consistent with law, the State will no longer reimburse active Employees or their spouses for Medicare Part B premium payments.
- d. Effective January 1, 2020, the new NJ Direct 2019 will be the only PPO available to negotiation unit members.

##### ***Contributions Towards Health and Prescription Benefits***

- a. Employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the SHBP at the level established by the grid pursuant to section 39 of P.L. 2011, c.78, for the duration of this contract and/or until such time as different contribution levels are mandated through legislation or negotiated by the parties after the expiration of this contract.
- b. Effective January 1, 2020, contribution rates for the available plans can be located on the official website of the State of New Jersey, Department of

Treasury, Division of Pensions & Benefits, whose homepage is <https://www.state.nj.us/treasury/pensions/>

- c. The amount payable by any employee pursuant to section 39 of P.L. 2011 c.78 under this subsection shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L. 1996, c.8 (C.52:14-17.28b).
- d. An employee who pays contributions required under section 40(a) of P.L. 2011 c.78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L. 1996, c.8 (C. 52:14-12.28b).
- e. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such Employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage.
- f. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the State that he or she has other health insurance coverage, the State will waive the contribution for that employee.
- g. An employee on leave without pay who receives health and prescription benefits provided by the State shall be required to pay the above-outlined contributions and shall be billed by the State for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.
- h. Active Employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be made by deductions from pay.

#### ***Health Insurance in Retirement***

- a. Those employees who had 20 or more years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required under law. For the duration of this contract or until such time as different contribution levels are mandated through legislation or until a change is otherwise made in accordance with the New Jersey Employer-Employee Relations Act after the expiration of this contract, those employees who had fewer than 20 years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire, will, for the duration of their retirement, contribute toward the cost of post-retirement medical benefits in accordance with the grid established by P.L. 2011, c.78. In accordance with P.L. 2011, c. 78, the Retiree Wellness Program no longer applies to Employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011.
- b. The State agrees to assume, upon retirement, the full cost of the Health Benefits coverage for eligible employees and their dependents including the cost of charges under the Part B of the Federal Medicare Program for eligible Employees and their spouses, but not including survivors, for Employees who accrue 25 years

- of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire on disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.
- c. Employees who accrue 25 years of pension credit service after June 30, 2007, and before June 30, 2011, will be eligible to receive post-retirement medical benefits ("PRM") in accordance with applicable law in effect at that time. Such Employees will be eligible to participate in the applicable PPO or HMO and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness Program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program in which the retiree is participating.
  - d. Employees who attained 25 years of service on or after July 1, 1997 or retire on a disability retirement on or after that date shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.
  - e. Employees who elect deferred retirement are not entitled to health benefits under this provision.

## **Section B**

### ***Tuition Refund Program***

FOP Lodge 155 unit members shall be covered by the University's Tuition Waiver Program and Tuition Scholarship for Dependents, Spouse, Domestic or Civil Union Partner and revisions thereto. .

## **Section C**

### ***Dental Plan***

It is agreed that the State shall provide Employees a Dental Care Program during the period of this Agreement. The Dental Care Program may be modified by the State Health Benefits Design Committee ("Committee"), in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each year thereafter). Pursuant to P.L. 2011, c. 78, the Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. Full-time Employees and eligible dependents shall be eligible for the State administered Employee Dental Plan(s).

1. Participation in the Plan shall be voluntary with a condition of participation being that each participating employee shall authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected: e.g., individual employee only, husband and wife, parent and child or family coverage.
2. A member handbook describing the details of the Plans, enrollment information and the required enrollment forms shall be made available on the Division of Pensions and Benefit's website.
3. Participating Employees shall be provided with an identification card to be utilized when covered dental care is required benefits to all eligible employees and their eligible dependents.

#### **Section D**

##### ***Temporary Disability Plan***

Staff is covered by the State of New Jersey temporary disability plan. It is a shared cost plan which provides payment to staff who are unable to work as a result of non-work related illness or injury, and have exhausted their accumulated sick time.

#### **Section E**

##### ***Equipment and Accessories***

The University will provide police equipment and accessories to all employees covered by this Agreement as required by the Senior Director of Public Safety. Such equipment and accessories will remain the property of the University and be subject to Departmental Regulations, and applicable new Jersey State Statute.

#### **Section F**

##### ***Retirement and Life Insurance***

All members of the FOP Lodge 155 with Police powers shall be enrolled in the Police and Firemen's Retirement System (PFRS). The PFRS program is administered by the New Jersey Division of Pensions. Eligibility for participation by employees and benefits provided are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions.

#### **Section G**

##### ***Parking***

The parking fee for all bargaining unit members will be equal to .05% of the base salary as of the last pay period of the previous fiscal year. All employees hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at the time of hire.

## **Section H**

### **Separation**

An employee who separates from the University by resignation will give twenty-one (21) calendar days written notice. Employees who resign will be entitled to all accrued but unused vacation and compensatory time, less any sick time advanced but not accrued.

Employees who separate from the University by resignation or for any other reason must return all University property, including but not limited to ID cards, parking tags, keys, and computer software.

After submitting a notice of resignation, an employee shall be eligible to use a maximum of two (2) float holidays within the last three (3) weeks of employment, provided the request(s) for such float holiday(s) are approved

## **Section I**

### **Gym Facilities**

Effective upon ratification of this Agreement, at the applicable membership rate/cost, FOP Lodge 155 unit members shall be permitted to use the gym facilities at either the Stratford or Glassboro campuses.

## **Section J**

The provisions of Sections A, C, D and F of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article 3.

## ARTICLE 16

### SICK TIME AND LEAVES OF ABSENCE

#### Section A

Sick time and medical leaves of absence shall be governed in accordance with federal and state FMLA statutes, Family Leave statute, and current University policy.

#### Section B

##### *Sick Pay*

Regular full-time employees shall accrue sick days on the basis of one day and a quarter (1 1/4) per month. Regular full-time employees hired by the University after July 1, 1993 shall accrue sick days on the basis of one day per month.

1. Regular full-time bargaining unit members shall accrue sick days on the basis of one (1) eight hour day per month. Regular part time employees, working 20 hours or more per week, shall accrue pro-rated sick days based on the regularly scheduled hours per week.

2. Sick pay accruals are cumulative from one year to the next. An employee will be paid for sick leave at the employee's base rate of pay.

3. Employees are required to notify the dispatcher at least two (2) hours prior to the start of their tour of duty of their need to be out ill. If the illness extends beyond one day, the employee must continue to call in ill each day unless otherwise directed by their supervisor. Employees taken ill while on duty and who leave their work station with their supervisor's permission shall be paid for the authorized time spent on the University's premises and may use accrued sick leave if they desire payment on the balance of the work shift. Employees may be excused by their supervisor without seeking medical attention at the University. An employee identified as an attendance abuser, in accordance with the University's Attendance Policy, will not be paid for time spent on the University's premises while seeking medical treatment. Such time will be unpaid.

4. Whenever a regular employee retires, except an employee who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows:

5. The supplemental compensation amount payment shall be computed at the rate unless one-half (1/2) of the eligible employee's daily rate of pay for each day of other unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her

retirement provided however that no lump sum supplemental compensation payment shall exceed \$15,000.00. The compensation shall be paid in accordance with the State rules then applying.

## **Section C**

### ***Paid Leaves***

#### **1. Death in the Family**

At the time of a death of a family member, up to three (3) consecutive work days off with pay will be granted to employees provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the employee, and is so charged. Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law, grandparents, grandchildren, or other relatives living in the employee's household. A short period of emergency attendance upon a member of the employee's immediate family who is critically ill and requiring the presence of such employee may be granted in accordance with University Policy."

#### **2. Workers Compensation**

Members will be covered by the State of New Jersey Worker's Compensation Act for eligible injuries.

#### **3. Jury Duty**

Employees shall be granted necessary time off, at the employee's base rate of pay, when he/she is summoned and performs jury duty as prescribed by applicable law provided the employee was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the employee's standard work day or workweek to a maximum of 8 hours in any day or 40 hours in any week.

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Senior Director of Public Safety.

The employee shall notify his/her supervisor immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

If jury duty is canceled on a day the employee would have worked, the employee must immediately notify his/her supervisor and may be required by the supervisor to report to work.

The Senior Director of Public Safety, when deemed advisable, will attempt to have the employee excluded from jury duty.

### ***Paid Leave - Limitations***

All paid leaves as described above must be taken-at the time of the related occurrence or thereafter or shall be waived. Employees will be terminated for obtaining leave by false pretense or for failing to return from a leave.

## **Section D**

### ***Unpaid Leave***

#### **1. Medical Leave**

An employee may apply for FMLA by completing the appropriate leave application form and presenting documentation to the Human Resources Department from his/her personal health care provider which must state when the Employee's inability to work commenced, the nature of the illness or disability, and the expected date the employee will be able to return to work.

For employees taking FMLA leave for self, all paid sick time accruals must be utilized first, then float holidays and vacation accruals must be used.

Documentation from the Employee's personal health care provider indicating that he/she is able to return to work must be presented before or at the time of the Employee's return to work.

#### **2. Military Leave**

Sergeants and Lieutenants shall be eligible for military leave in accordance with Federal or State Law/Statute.

#### **3. Personal Leave**

In certain circumstances employees may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular full-time employees and part-time employees working more than twenty (20) hours per week provided they have completed six months of continuous service.

Requests for personal leaves of absence must be accompanied with the reason for the leave and duration and must be submitted in writing to the employee's supervisor along with any supporting documentation.

Such request must be submitted at least two weeks period to the requested starting date of the leave except in the case of a bona fide emergency. Supervisors shall have the right to require proof of an emergency as a condition for approval. The maximum length of a personal leave is one (1) month



#### **4. Unpaid Leaves: "Maximum" Length of Leave**

##### **Type of Leave Maximum Length**

Medical leave – In accordance with State and Federal law

Military - In accordance with State and Federal law

Educational - 6 months each fiscal year

Personal - 1 month

#### **5. Return from Leave**

Whenever possible, the University will place an employee returning from leave in a position of like salary and benefits. An employee who fails to return from leave within five (5) work days from their scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

An employee who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

Employees returning from an approved leave shall not lose seniority.

Employees returning from an approved leave of absence have no bumping rights.

## **ARTICLE 17**

### **COURT APPEARANCES**

When a Sergeant is required to appear as a witness before any court, judicial or quasi-judicial body or agency in connection with the responsibilities related to his/her official duties of the University, he/she shall be compensated for such time. If the above appearance is required while off-duty, the Sergeant shall be guaranteed a minimum of two (2) hours compensation, except when the end of the period coincides with the beginning of the Sergeant's regular shift.

The Sergeant shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances in accordance with University policy.

## **ARTICLE 18**

### **POLICY AGREEMENTS**

Neither the FOP Lodge 155 nor any employee represented by it will engage in or support any strike, work stoppage, or other job action.

No lockout of employees shall be instituted or supported by the University during the term of this Agreement.

The FOP Lodge 155 recognizes its responsibility as the exclusive collective bargaining agent and agrees to represent all employees in the unit without discrimination.

## **ARTICLE 19**

### **UNION/MANAGEMENT CONFERENCES**

The FOP Lodge 155 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 shall not occur more than twice annually. Such meetings are not intended to by-pass 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 one (1) FOP Lodge 155 representative employed by the University, who shall not lose pay for time spent during regularly scheduled working hours at such meetings.

## ARTICLE 20

### UNIVERSITY UNION BUSINESS

#### Section A

##### *Access to Premises*

Each FOP Lodge 155 Officer or authorized representative previously designated to the University by the FOP Lodge 155 shall be admitted to the premises of the University on FOP Lodge 155 business provided that prior notice has been given to both the Senior Director of Public Safety and the Campus Human Resources Director. Such notice of visitation shall include the time, place, and general purpose of the visit.

The Union shall have the right to use University buildings and other facilities that are owned or leased by the University to meet with negotiations unit employees during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues during lunch and other non-work breaks and before and after the workday, provided such meetings do not interfere with University operations.

The Union shall also have the right to conduct worksite meetings to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal Union matters involving the governance or business of the Union, provided such meetings are during lunch and other non-work breaks and before and after the workday, and further provided such meetings do not interfere with University operations.

Meetings conducted in University owned or leased buildings shall not be for the purposes of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The State and/or the University may charge the Union for maintenance, security, and other costs related to the use of this space by the Union that would not otherwise be incurred by the University.

The Union shall have the right to email FOP 155 negotiations unit employees who have University email accounts for the purpose of communication with negotiations unit employees regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union. University email use shall be consistent with University policy.

## **Section B**

### ***Union Activity***

The University agrees that during working hours, on its' premises and without loss of pay, or when otherwise agreed upon, FOP Lodge 155 representatives previously designated and authorized to represent the FOP Lodge 155 and recognized by the University shall be allowed to:

- a. represent employees in the unit at grievance hearings.
- b. investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities.
- c. submit FOP Lodge 155 notices for posting.
- d. attend negotiation meetings if designated as a member of the negotiating team and scheduled to attend by FOP Lodge 155.
- e. attend scheduled meetings with the University and its' representatives concerning the application and administration of this Agreement.

The authorized FOP Lodge 155 representative must request permission of his/her supervisor to transact such Union business. Such permission will be granted provided it does not interfere with the operations of the department.

## **Section C**

### ***Union Representation***

It is agreed that the FOP Lodge 155 will appoint or elect up to one (1) authorized representative. The FOP Lodge 155 shall furnish the Director of Labor Relations ( or his/her designee) a list of all-official FOP Lodge 155 representatives, specifying their authority and showing the name, title or office for each and the department and shifts for which they function. The FOP Lodge 155 shall notify the University of any changes in the list and keep it current.

## **Section D**

### ***Leave for Union Activity***

The University agrees to permit a leave of absence with pay for representatives of the FOP Lodge 155 to attend FOP Lodge 155 activities. A total of fifteen (15) days of such leave may be used each year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the FOP Lodge 155 is affiliated or for training purposes for FOP Lodge 155 representatives and for which appropriate approval by the University is required. Written notice from the FOP Lodge 155 President of the authorization of an individual to utilize such leave time shall be given to the Director of Labor Relations or his/her designee at least twenty-one (21) days in advance of the date or dates of such meeting. Granting of such leave to an employee shall not be unreasonably withheld by the University.

Leave not utilized in any fiscal year shall not be accumulated.

## **Section E**

### ***Bulletin Boards***

The University will provide space in Public Safety on each campus which will be used exclusively for the posting of FOP Lodge 155 notices.

The material to be posted on the FOP Lodge 155 bulletin board may consist of the following:

- a. Notices of FOP Lodge 155 election and the results of elections.
- b. Notices of FOP Lodge 155 appointments.
- c. Notices of FOP Lodge 155 meetings.
- d. Notices of social and recreational events.
- e. Notices concerning official FOP Lodge 155 business.

Prior to the posting of any material on the bulletin board, it shall be submitted to the Campus Human Resources Department for approval. The FOP Lodge 155 representative shall make the posting.

The Campus Human Resources Department will review the material and approve the posting except when such material is profane, obscene, or derogatory of the State University and/or its representatives or which constitutes election campaign propaganda.

## **Section F**

### ***Information***

The University shall provide the following information about all negotiations unit employees electronically in a readable format such as Excel format to a designated Union representative(s) every 120 calendar days, provided that the University has such information on file.

- Name
- Job title
- Worksite location
- Home address
- Home telephone number
- University telephone number
- Personal cellular phone number
- University email address
- Personal email address
- Date of hire

Additionally, within 10 calendar days from the date of hire of negotiations unit employees the University shall provide the above contact information, in a separate file, electronically in a readable format such as Excel format to a designated Union representative(s) provided that the University has such information on file.

**ARTICLE 21**  
**UNION SECURITY**

**Section A**

***Dues Deduction***

The University agrees to deduct FOP Lodge 155 dues BI-weekly from each employee covered by this unit, as defined herein, who furnishes a voluntary, written authorization for such deduction, on a form acceptable to the University.

The authorization for dues deduction shall remain in full force and effect during the full term of a negotiation unit employee's employment, unless properly withdrawn. In order to withdraw from a dues authorization a negotiations unit employee must submit a written request to withdraw from the Union to the University within 10 days following each anniversary date of their employment. Once the University receives the request it will notify the Union within five business days. The properly filed withdrawal will become effective on the 30th day after the negotiation unit employee's anniversary date of his/her employment

The amount of monthly FOP Lodge 155 dues shall be in such amount as may be certified to the University by the FOP Lodge 155 from time to time, and the FOP Lodge 155 shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change. FOP Lodge 155 dues deductions shall be remitted by the University to the FOP Lodge 155 every two weeks, together with a listing of the employees from whose pay such deductions were made.

The University shall deduct FOP Lodge 155 dues from a new employee who chooses to be a full dues member as soon as possible upon receipt by the Human Resources Department.

The F.O.P. hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any employee in the negotiations unit, which arises from deductions made by the University in accordance with this provision. Further, if the State receives a proper notice from an employee revoking dues authorization, the University mistakenly deducts union dues for the employee and transmit dues to the Union, the Union shall be solely responsible for returning to the employee the dues it received.

**Section B**

***Legal Requirements***

Provisions in this clause are further conditioned upon all other requirements set by statute.



## **ARTICLE 22**

### **ACCESS TO PERSONNEL FILES**

The central Personnel file maintained in the Human Resources Department shall be the official employment record of the University.

An employee shall, within five (5) working days of a written request to the Human Resources Department, have an opportunity to review his/her central Personnel file in the presence of an appropriate official of the University. An employee who wishes to examine his/her Personnel file may do so during the Human Resource Department's normal office hours provided prior permission had been granted by the employee's supervisor. If requested by the employee, his/her FOP Lodge 155 representative may accompany the employee. No adverse materials shall be placed in an employee's central Personnel file unless such materials have been reviewed with the employee by an appropriate official of the department or University. The employee shall be allowed to place in the Personnel file a response of reasonable length to any memoranda or documents which are adverse to him/her.

The University will honor a request by an employee for a copy of any derogatory item included in that employee's Personnel file. The employee shall be charged the prevailing rate for copies in accordance with Human Resources Policy.

An employee may request in writing the expungement of materials included in the central Personnel file where there are pertinent and substantive inaccuracies or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the University's needs for comprehensive and complete records. The decision by the appropriate official of the Human Resources Department regarding expungement of materials shall not be grievable.

No document of anonymous origin shall be maintained in the Personnel file.

## **ARTICLE 23**

### **PRESERVATION OF RIGHTS**

Notwithstanding any other provisions of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrability and specific performance of the Agreement.

## **ARTICLE 24**

### **EMPLOYEE PERFORMANCE EVALUATION**

#### **Section A**

Employee performance shall be evaluated and reviewed with the employee annually by the employee's immediate supervisor. Each overall evaluation shall be rated either:

- 5 – This staff member has made significant contributions to advance the position of the department and/or University toward excellence and prominence.
- 4 – This staff member has been instrumental to the department's success and has performed in an exemplary manner.
- 3 – This staff member is proficient. Performance is what is expected of a fully qualified and experienced person.
- 2 – This staff member occasionally fails to exhibit proficiency. Improvement is necessary to meet the expectations for acceptable performance.
- 1 – This staff member has serious deficiencies in key areas. Performance fails to meet expectations and is not acceptable.

Each employee shall be notified of the rating determined for him/her and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation.

The employee shall be provided with a copy of his/her performance evaluation and the agreement on performance standards and improvement goals. All University Performance Evaluation forms shall be signed by the supervisor and by the employee, and placed in the employee's central personnel file in Human Resources. The employee's signature shall signify that the employee has seen and reviewed the evaluation, but not that he/she necessarily concurs with its contents.

#### **Section B**

Employees receiving a rating of 2 shall not be entitled to receive a merit or step increase, if applicable. The supervisor shall review the performance deficiencies with the employee and shall counsel the employee as to appropriate steps which should be taken to improve performance and shall review with the employee any warnings or prior counseling received with respect to performance. The employee's performance must be re-evaluated within 90 days. If the re-evaluation rating is a 3 or better, the employee shall receive any applicable merit/step increase as of the re-evaluation. If upon re-evaluation the performance has not come up to a rating of 3, then the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The supervisor shall also advise the employee that failure to improve performance may result in further discipline up to and including discharge.

### **Section C**

Employees receiving a rating of 1 shall not be entitled to receive a merit/step increase for that fiscal year. Such performance evaluation shall be considered as a final warning for purposes of the disciplinary process and puts the employee at risk of termination. The supervisor shall review the performance deficiencies with the employee and shall counsel the employee as to appropriate steps which should be taken to improve performance and shall review with the employee any warnings or prior counseling received with respect to performance. The performance of employees receiving a rating of 1 shall be carefully monitored by the supervisor. The supervisor shall advise the staff member that failure to immediately correct and maintain performance to a satisfactory (3) rating or better will result in his/her discharge.

### **Section D**

The performance rating shall not be subject to the grievance procedure. University Policy regarding performance evaluation will be adhered to.

## **ARTICLE 25**

### **LEGISLATIVE ACTION**

#### **Section A**

If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted.

In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible employees in this unit, the Agreement shall not be construed as a limitation of their eligibility for such improvements.

#### **Section B**

##### ***Savings Clause***

If any provision of this Agreement shall conflict with any Federal or State law or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the University and the FOP Lodge 155 agree to meet and renegotiate any provision so affected.

## **ARTICLE 26**

### **COMPLETE AGREEMENT**

The University and the FOP Lodge 155 acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the FOP Lodge 155 and negotiated upon the request of the FOP Lodge 155 as may be required pursuant to Chapter 303 of the Laws of New Jersey 1968 and as amended.

## **ARTICLE 27**

### **Section A**

#### ***Terms of Agreement***

This Agreement shall become effective on the date when the FOP Lodge 155 presents written certification of proper-ratification to the University and shall be in full force effective from July 1, 2018 to June 30, 2023.

### **Section B**

#### ***Successor Agreement***

This Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be given prior to February 1, 2023 or any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2023 subject to the above.

### **Section C**

#### ***Negotiations Procedures***

The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

### **Section D**

#### ***Notification***

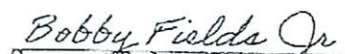
For the purpose of giving notice as provided in this Article, notifications shall be made, in writing, to the Director of the Governor's Office of Employee Relations, State of New Jersey, P.O. Box 228, Trenton, New Jersey 08625, and the Superior Officers Association, through Ron Bakley, Staff Representative FOP NJ Labor Council, 108 West State Street, Trenton, New Jersey, 08608.

IN WITNESS WHEREOF, the State/Rowan University and the Superior Officers Association, Fraternal Order of Police, Lodge No. 155, have caused this agreement to be signed by their duly authorized representative as of this \_\_\_\_ day of December 2019.

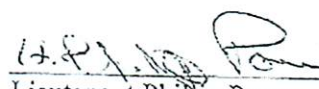
FOR THE STATE/ROWAN  
UNIVERSITY

FRATERNAL ORDER OF POLICE  
LODGE NO. 155

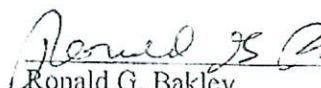
  
Director, Kristina E. Chubenko  
Governor's Office Employee Relations

  
Sergeant Robert Fields (ret.)  
President, FOP 155

  
Dr. Ali A. Houshmand, President  
Rowan University

  
Lieutenant Phillip Powers  
Vice-President, FOP 155

  
Henry Oh, Assistant Vice President,  
Employee Equity and Labor Relations  
Rowan University

  
Ronald G. Bakley  
FOP - NJ Labor Council



## **SIDE LETTER**

### **GENERAL OVERTIME**

Members will be able to sign up for any general overtime assignments, such as football or commencement, both on the SOM and Glassboro Campuses.