

***COLLECTIVE BARGAINING  
AGREEMENT***

*between the*

***The State of New Jersey/  
Rowan University***

*and the*

***FRATERNAL ORDER of POLICE  
LODGE 74***

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

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## **PREAMBLE**

The Rowan University (hereinafter "University") and Fraternal Order of Police Lodge No. 74 (hereinafter "FOP") have entered into this Agreement for the purpose of establishing conditions under which officers shall be employed to work for the University and regulate the mutual relations among themselves with the view of promoting and ensuring harmonious relations, cooperation and understanding between the University and its officers.

## **RECOGNITION**

A. The Rowan University hereby recognizes the Fraternal Order of Police Lodge No. 74 as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of Police Officers employed by the Rowan University at all locations as set forth in Paragraph (B) hereof.

B. The staff members included are:

### **University Police Officers**

Permanent Full-time and Permanent Part-time University Police Officers at the Rowan School of Osteopathic Medicine who regularly work a minimum of 20 hours or more per week.

### **The staff members excluded are:**

All other staff members including Rowan University Campus Police Officers and any other law enforcement officers at other Rowan Campuses, casual employees, non-police, police above the rank of University Police Officer, confidential staff members, managerial executives, professionals, craft workers and supervisors as defined in the New Jersey Employer-Employee Relations Act.

## **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 constitution of the State of New Jersey and the United States of America.

Except as specifically abridged, limited or modified by the terms of the Agreement between the University and the F.O.P., all such rights, powers, authority prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of Police Officers are retained by the University.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

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, political affiliation or participation in or association with the activities of any employee organization.

The University and the F.O.P. will not discriminate because of F.O.P. membership or lack of F.O.P. membership, as well as F.O.P. activities or failure to participate in such activities.

## **ARTICLE 3**

### **UNION/MANAGEMENT CONFERENCES**

The F.O.P. and the University shall upon 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 bypass the grievance procedure or to be considered negotiating meetings, but are intended to be a means of fostering good employer-employee relations. Such meetings may be attended by the one (1) representatives employed by the University, who shall not lose pay for time spent during their regularly scheduled working hours at such meetings. If the representative is not available the FOP President may attend in his or her place who may or may not be an employee of the University.



## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

#### **A. Definition of Grievance**

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

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

#### **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 the F.O.P. 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.

#### **C. General Provisions**

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from or modify any terms of this Agreement.
2. Nothing in this Agreement shall be construed as compelling the F.O.P. to submit a grievance to arbitration. When a grievant has F.O.P. representation, the F.O.P.'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 interests of the grievant and the F.O.P.

3. Any claim of unjust discipline against a Police Officer shall be processed in accordance with the provisions of this Article.

4. 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 of arbitrability as set forth in this Agreement except as provided in this Agreement.

5. Grievance resolutions or decisions at Step 1 and 2 shall not constitute a precedent in any arbitration or the proceeding unless a specific agreement to that effect is made by the University and the F.O.P. 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.

6. 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 date of error with a one (1) year limitation.

7. The F.O.P. authorized representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

8. The University may, in lieu of suspension substitute a forfeiture of vacation days equal to the same number of days of suspension. The Police Officer must consent to this alternate penalty.

9. All disciplinary grievances must be signed by the individual grievant(s) prior to the filing of the Step I appeal or within two (2) workdays of the filing of the appeal.

10. Police officer's covered by this agreement shall not be obligated to testify verbally against themselves at Step I of the grievance procedure. An officer must still comply with a request to submit a written statement, which provides details about a specific incident. If an officer chooses not to testify at any step of the grievance process, the hearing officer may make inferences with or without such testimony in order to render a decision.

#### **D. Informal Procedure**

Any member of the collective bargaining unit may orally present and discuss his complaint with his immediate supervisor on an informal basis. The Police Officer may request the presence of the F.O.P. Representative. Should an informal discussion not produce a satisfactory settlement the grievant may move the grievance to the first formal step.

#### **E. Time Sequence for Filing and Decision**

1. A grievance must be filed at Step One within fourteen (14) calendar days, excluding holidays, from the date on which the act which is the subject of the grievance occurred or fourteen (14) calendar days, excluding holidays, from the date on which the grievance should reasonably have known of its occurrence whichever is later.
2. Reference to days in this procedure are working days of the party of which they apply except as otherwise specified.
3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Steps One, or Two, the grievance may, within fourteen (14) calendar days, excluding holidays, be submitted to the next Step. The lack of response by the University within the prescribed time, unless time limits have been extended by mutual agreement, shall be construed as a negative response.
4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two without a hearing at the lower step.
5. 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.
6. Time limits under this article may be changed by written mutual agreement only.

#### **F. Grievance Steps**

A grievance shall be presented and adjusted in accordance with steps outlined below.

## **STEP ONE**

In the event the matter is not resolved informally, the grievance may be submitted in writing to the Senior Director of Public Safety, Rowan University or his/her designee. The Senior Director of Public Safety or his/her designee will schedule a hearing within fourteen (14) calendar days, excluding holidays, upon receipt of the grievance. The grievant may be represented by the F.O.P. President and/or authorized representative. The Senior Director of Public Safety or his/her designee will render a decision within fourteen (14) calendar days, excluding holidays, of conducting the grievance hearing.

## **STEP TWO**

If the grievance is not resolved satisfactorily at Step One, it may be appealed to the Assistant V.P. of Labor Relations, Rowan University or his/her designee. The Asst. V.P. of Labor Relations or his/her designee will schedule a hearing within twenty one (21) calendar days upon receipt of appeal. The Asst. V.P. of Labor Relations, or his/her designee, will render a decision with twenty-one (21) calendar days of the Step II hearing, excluding holidays.

If the grievance involves a matter as defined in A.2 under "Definition of Grievance", the decision of the Director or his/her designee will be final.

## **STEP THREE ARBITRATION**

1. In the event that the grievance has not been satisfactorily resolved in Step Two, and the grievance either involved an alleged violation of the Agreement as described in the definition of a grievance in A.1 above or in the case of discipline involves the following contemplated or implemented penalties:

1. Suspension of three days or more at one time
2. Demotion
3. Discharge

Then a request for arbitration may be brought only by the F.O.P., through its President within twenty-one (21) calendar days from the date the Asst. Vice President or designee issues the Step Two decision, by mailing a written request for arbitration to the Public Employee Relations Commission, with a copy to the Asst. V.P. of Labor Relations, or his/her designee and the Director of the Governor's Office of Employee Relations. If mutually agreed a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions shall be made in writing. A request for arbitration shall contain the names of the University Department and

the Police Officer involved, copies of the original grievance, appeal documents, and written decisions rendered at the lower steps of the grievance procedure.

2. An arbitrator shall be selected, on a case by case basis, under the selection procedure of the Public Employment Relations Commission.

3. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding, consistent with applicable law and this Agreement. In no event shall the same questions or issue be the subject of arbitration more than once. The arbitrator may prescribe back pay remedy when he finds a violation of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State or the University shall not be subject to revision by the arbitrator. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

The arbitrator shall hold the hearing at a time and place convenient to the parties as soon as practicable following his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing.

#### **G. Grievance Investigation - Time Off**

When a grievance has been formally submitted in writing and the F.O.P. represents the grievant, and where the F.O.P. President, or F.O.P. Representative requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the F.O.P. President or F.O.P. Representative will be granted permission and reasonable time, to a limit on one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the F.O.P. President, or F.O.P. Representative and of any involved Police Officer are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if the circumstances warrant an exception to this limit. Where an F.O.P. authorized representative serves a mutually agreed upon grievance district encompassing two (2) or more geographically separated work locations and where the circumstances require it, a maximum of two (2) hours may be

authorized for any appropriate investigation of a grievance. In certain limited situations, when specifically requested by the F.O.P. President, or in his absence his designee, and authorized by the appropriate University official or his designee, it may be advantageous to investigate an alleged contractual grievance prior to the formal submission of the grievance, and permission for such investigation, within the time constraints provided above, shall not be unreasonably withheld.

Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among F.O.P. Officials, nor preparation for presentation at a grievance hearing.

## **ARTICLE 5**

### **DISCIPLINE AND DISCHARGE**

**A.** Discipline shall be imposed only for just cause. Discipline under this Article means official written reprimand, suspension without pay, demotion, or dismissal from service, based upon personal conduct or performance of the involved Police Officer. Dismissal from service or demotion based upon layoff or operations changes made by the University shall not be construed to be discipline.

**B.** Just cause for discipline up to and including dismissal from service shall include those set forth in University Rules and Regulations. This list of causes is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

**C.** A Police Officer shall not be disciplined for acts, except those which would constitute a crime or that relate to a University EEO investigation, which occurred more than forty five (45) days from the date the University became aware of the occurrence. The Police Officer's entire record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

**D.** No Police Officer covered by this agreement shall be suspended or terminated until a pre-disciplinary hearing with the Police Officer, Director/or his designee and the F.O.P. representative.

This section shall not prohibit the immediate suspension, with or without pay, of an Police Officer without a meeting if the University determined that the Police Officer is unfit for duty or is a hazard to any person if allowed to remain on the job or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. In addition, where the suspension is based on a formal charge of a crime of the first, second or third degree or a crime committed on the job or directly related to the job, the suspension may be immediate and continue until a disposition of the charge. In all cases, if the immediate suspension is without pay, the university shall commence with the Loudermill process. The Loudermill process includes oral or written notice of the charges and an opportunity for the employee to be heard. The employee may request to have a union representative present at this proceeding.

## **ARTICLE 6**

### **POLICE OFFICER RIGHTS**

**A.** Any Police Officer 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 Police Officer has reason to believe may lead to disciplinary actions, shall be accompanied by the F.O.P. President, or authorized representative of the F.O.P. at the Police Officer's request.

**B.** Where an Police Officer 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 his/her, the nature of those contemplated charges shall be made known to the Police Officer who shall then, if he/she requests, be entitled to a authorized representative of the F.O.P. or F.O.P. President only as a witness or as an advisor during subsequent interrogation.

**C.** Where criminal charges are initiated, the rights of the Police Officer to representation by his attorney shall not be violated.



## **ARTICLE 7**

### **WAGES**

#### **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 descriptions.
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.

#### **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 within two (2) payroll work days of notification of the error, with proper deductions. When an error in pay not made by the payroll department occurs, the correction will be reflected within the two (2) paychecks of receipt of the correction, unless the error amounts to eight (8) or more hours, in which case, the University shall issue a "manual check" as soon as possible. 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.

#### **C. Salary Program July 1, 2018 to June 30th, 2023**

The following provisions apply only to employees on the payroll at the time of payment.

1. Effective the first full pay period prior to June 30, 2018, there shall be a 2% increase to top step on the 01E and 02E salary table, Appendix B. Effective the first full pay period after July 1, 2018, there shall be a 2% increase to top step of the 01E salary table and the top 2 steps of the 02E salary table. There shall be a

one step move for eligible Police Officers, in Fiscal Year 2019, on the applicable salary table retroactive to the first full pay period after July 1, 2019, if applicable.

2. Effective the first full pay period after October 1, 2019, there shall be a 2% increase to the base step of the 01E and 02E salary tables, There shall be a one step move for eligible Police Officers, in Fiscal Year 2020, on the applicable salary table.

3. Effective the first full pay period after July 1, 2020 there shall be a 2% increase to the base step of the 01E and 02E salary tables, There shall be a one step move for eligible Police Officers, in Fiscal Year 2021, on the applicable salary table.

4. Effective the first full pay period after July 1, 2021, there shall be a 2% increase to the base step of the 01E and 02E salary tables, There shall be a one step move for eligible Police Officers, in Fiscal Year 2022, on the applicable salary table.

5. Effective the first full pay period after April 1, 2022, there shall be a 2% increase to the base step of the 01E and 02E salary tables,

6. Public Safety recruits in the academy shall receive a salary of \$40,000. Upon completion of the police academy they will move to Step 1 of the 02E chart, Appendix B.

7. This contract shall expire on June 30, 2023.

#### 8. 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 3:00pm or before 6:00am.

Effective July 1, 2014, the shift differential shall be \$2.00 hr.

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

## **ARTICLE 8**

### **Hours of Work and Overtime**

#### **Section A. HOURS OF WORK**

##### **1. Work Schedules**

**A.** All Police Officers shall be assigned a regular work schedule at time of hire. Such schedules shall have stated starting and quitting times, work days of the week, and rotational patterns. The regularly scheduled standard workweek is 40 hours. Part-time Police Officers are assigned workweeks shorter than the standard workweek.

**B.** The University may change the work schedules of Police Officers. When there is a schedule change, the F.O.P. and the Police Officer's shall be given adequate advance notice which normally will be at least one (1) week except in cases of emergency.

##### **2. Rest Period**

When conditions of work permit, a rest period of fifteen (15) minutes shall be provided during each one-half (1/2) shift. Rest periods are scheduled at the convenience of the department and are not cumulative.

##### **3. Meal Periods**

During the Police Officer's tour of duty, he/she can take a meal period subject to operational needs. Meal periods may be scheduled by the department.

##### **4. Call Backs**

When a Police Officer is called back to work after completing his/her scheduled shift, the Police Officer shall be compensated for the actual hours worked. The Police Officer 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 Police Officer's regular shift.

#### **Section B. OVERTIME**

1. The University conforms to the applicable law on overtime.

2. All Police Officers shall be compensated at time and one half (1 2) for all hours worked in excess of 40 hours a week. Overtime pay and other premium pay shall not be pyramided.

3. Such overtime hours shall be compensated either by (a) cash or (b) compensatory time off at the rate of one and a half (1 2) hours for each hour worked at the option of the University.

4. Overtime shall be distributed on a rotational basis without discrimination.

5. Each Police Officer is expected to be available for overtime work. A Police Officer refusing an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime and shall not be disciplined for refusing voluntary overtime.

6. In cases where there are no volunteers and overtime is required, then the least senior Police Officer of the Police Officers on duty on a rotational basis shall be required to stay and work the overtime. Refusal to accept mandatory overtime can result in disciplinary action, up to and including termination.

It is understood that should a Police officer have a verified personal emergency, which renders it impossible to work the mandatory overtime, the Police Officer will not be subject to disciplinary action provided the Director of Public Safety or designee agrees.

7. Lists reflecting the overtime call status of Police Officers shall be available to the F.O.P. for review.

8. All paid sick time shall not be counted towards hours worked for overtime purposes. All other hours paid for but unworked shall be counted as hours worked for overtime purposes

### **Section C WORK DAY**

1. For the purposes 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 9**

### **HOLIDAYS**

1. The following shall be the scheduled holidays for the bargaining unit:

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas

2. Full time members of the bargaining unit will have 48 hours of float holiday time. Float Holiday time will be pro-rated for part time employees.. Except in case of an emergency, a request for Float Holiday must be submitted to the Police Officer's supervisor for review and approval at least one (1) week in advance of its use and used by December 31st of the year issued or forfeited.

3. All full time bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with 24 hours of float holiday time within one full pay cycle after July 1. This float time will be pro-rated for part time employees. No float holiday time will be credited for individuals hired or returning from a leave of absence from July 2 thru December 31 (individuals returning from a leave from January 2 and July 1 will receive the 24 hours of float time if they did not already receive float holiday time for the particular year).

4. Float holidays may be used for emergency, personal matters, observance of religious or other days of celebration (but not officially recognized University holidays).

5. Supervisors have the right to require proof of an emergency. Failure of a Police Officer to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken.

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

A. If not scheduled to work the holiday, the Police Officer must work his/her scheduled workdays immediately before or after the holiday.

B. If scheduled to work the holiday, the Police Officer must work the holiday and both his/her scheduled workdays before and after the holiday.

C. Failure to meet these requirements will result in forfeiture of the holiday pay.

7. The University will make every effort to rotate major holidays among the Police Officers in the unit subject to proper staffing.

8. Effective July 1, 1998, if a Police Officer is required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day Labor Day, Thanksgiving or Christmas, he/she shall be paid at the rate of time and a half the basic rate of pay for all hours worked, in addition to receiving an alternate day off from work or at the University's option a day's pay. If a Police Officer 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 or at the University's option a day's pay.

## **ARTICLE 10**

### **VACATIONS**

#### **A. Vacation Benefits**

Effective September 1, 2000, all Police Officers covered by this Agreement will be entitled to the following vacation schedule:

#### **AMOUNT OF SERVICE**

From date of employment to completion of 10 years of service 1 1/4 working days for each month

Beginning the 11th year to completion of 20 years of service 1 2/3 working days for each month

Upon completion of 20 or more years of service 2 1/12 working days for each month

#### **B. Use of Vacation Time**

After the initial 180-day probationary period, vacation allowance may be taken as accrued. Police Officers may carryover a maximum of one (1) year of earned vacation allowance into the next succeeding year. Any vacation accrued in excess of the one year maximum carryover allowance will be forfeited.

#### **C. Notice of Approval and Scheduling**

Vacation day/days may be taken only after the Police Officer has given prior notice to and received the written approval of his/her supervisor. Vacation day/days will be granted in accordance with the particular manpower requirements of the department and the preferences of the Police Officers. Police Officers must make their request for five or more vacation days by the deadline posted in the department or they will forfeit their seniority preference.

#### **D. Separation**

Police Officers who are separating or retiring from the University except a Police Officer terminated for cause will be paid for any unused vacation days at their current daily rate of pay upon separation or retirement. Any overuse of sick leave will be deducted from vacation accruals upon separation. A Police Officer terminated for cause will not be entitled to accrued vacation. However, should the Police Officer's employment be reinstated by mutual agreement between the University and the Fraternal Order of Police Lodge 74 or the Police Officer is reinstated as a result of a binding Court and/or arbitration decision, any accrued vacation time that existed at the time of termination will be fully restored.

## **ARTICLE 11**

### **SENIORITY**

All officers shall be considered as probationary Police Officers for the first one hundred and eighty (180) calendar days of their employment in the unit. Management shall have the right to extend the initial probation period up to an additional one hundred and eighty (180) calendar days.

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

The University Human Resources Department shall maintain a seniority list of officers, a copy of which shall be furnished to the F.O.P. upon request. An officer's seniority shall cease and his/her Police Officer status shall terminate for any of the following reasons:

- a. resignation or retirement
- b. discharge for cause
- c. lay-offs of more than one (1) year

Legacy UMDNJ officers' seniority will remain the date of hire at UMDNJ as covered under the statute, all those hired after July 1, 2013 seniority will be their date of hire at Rowan University.



## **ARTICLE 12**

### **POLICE OFFICER 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 or shall be brought against a Police Officer for any act or omission arising out of an in the course of the performance of the duties of such Police Officer.

## **ARTICLE 13**

### **SAFETY AND HEALTH**

**A.** The University shall continue to make reasonable provisions for the safety and health of its Police Officers during the hours of their employment and will provide safety devices for their protection and will provide a reasonably safe and health place of employment.

**B.** A Police Officer must report incidents of unsafe and unhealthy conditions to his/her supervisor immediately.

**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 Police Officers as University Police Officers and which represent the risks normally associated with such employment.

## **ARTICLE 14**

### **UNIFORM MAINTENANCE ALLOWANCE**

Where the University requires Police Officers to wear uniforms, the University will generally provide the uniforms. However, in those instances where the University chooses not to provide uniforms required to be worn by Police Officers, the University will give the Police Officers an annual uniform allowance.

The annual uniform allowance shall be \$1560 per year.

The University shall provide a Uniform Maintenance allowance in each year of this agreement to those Police Officers required to wear a uniform provided by the University. The Uniform Maintenance allowance shall be:

FY19 - \$500

FY20 - \$550

FY21 - \$550

FY22 - \$600

FY23 - \$600

Uniform Maintenance Allowance will be paid in October of the given year.

## **ARTICLE 15**

### **POLICE OFFICER TRAINING**

Police Officers covered by this agreement may request permission to attend without loss of pay training courses that are job related at various police academies. Such courses must be sanctioned by the University, and are specifically aimed at skills development in order to afford Police Officers a greater opportunity for performance improvement and promotional growth. Such request shall be submitted in writing to his/her immediate supervisor at least two (2) weeks in advance and will not be unreasonably denied. Any denial of a request for training shall be in writing. The Department will post information on available courses which come to its attention.

## ARTICLE 16

### POLICE OFFICER BENEFITS

#### A. Health and Retirement Benefits

##### 1. 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 or its replacement. 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/NJ Direct 2019 will be the only PPO plan available to negotiations unit members

##### 2. 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 Pension and 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.

### **3. 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.

## **B. Tuition Refund**

FOP Lodge 74 unit members shall be covered by the Rowan University's Tuition Waiver Program and Tuition Scholarship Policy for Dependents, Spouse, Domestic or Civil Union Partner, and any revisions thereto.

## **C. Dental Care Program**

1. 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).

2. 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.

3. 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 Benefits' website.

4. Participating Employees shall be provided with an identification card to be utilized when covered dental care is required

#### **D. Temporary Disability Plan**

The University agrees to include Police Officers in this unit in the State of New Jersey Temporary Disability Plan, during the period of this Agreement. It is a shared cost plan which provides payments to Police Officers who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave.

#### **E. Equipment and Accessories**

The University will provide police equipment and accessories to all Police Officers covered by this agreement as required by the 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.

#### **F. Parking**

The parking fee for all bargaining unit members will be equal to .5% of the base salary as of the 1st pay period of the previous fiscal year. All Police Officers hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

#### **G. Separation of Employment**

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 by 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.

**H.** The provisions of Sections A, C and D of this Article are for informational purposes only and are not subject to the contractual/arbitration provisions of Article 4.

## ARTICLE 17

### LEAVES OF ABSENCE

#### A. Sick Pay and Leaves of Absence

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.

#### B. Sick Pay

1. Regular full time 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.

3. Police Officers 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 Police Officer must continue to call in ill each day unless otherwise directed by their supervisor.

4. Whenever a permanent Police Officer retires, except a Police Officer 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:

The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible Police Officer's daily rate of pay for each day of 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.

The compensation shall be paid in accordance with the State rules then applying.

5. Police Officers who take ill while on duty and who have to go to Employee Health shall be paid for the time spent on the University's premises. Accrued sick leave may be used for the balance of the work shift, if the Police Officer has to leave the premises. The Police Officer's supervisor may excuse a Police Officer without the Police Officer seeking medical attention at the University.

### **C. Death or Critical Illness in the Immediate 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 Police Officers provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the Police Officer, and is so charged. Members of the immediate family are defined as spouse, domestic partners (section 4 of P.L. 2003, c. 246), children, parents, brothers or sisters, parents-in-law, grandparents, grandchildren or other relatives living in the Police Officer's household. A short period of emergency attendance upon a member of the Police Officer's immediate family who is critically ill and requiring the presence of such Police Officer may be granted in accordance with University Policy.

At the discretion of the University, the period of leave may be extended upon written request, under special circumstances, with the approval of the University or its designee. The University's decision to grant or deny extended time off under this section shall not be subject to the grievance/arbitration provisions of the Contract.

### **D. Medical Leave**

1. A Police Officer may apply for FLMA 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 police officer's inability to work commenced, the nature of the illness or disability and the expected date the Police Officer will be able to return to work.
2. 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.
3. Documentation from the Police Officer'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 Police Officer's return to work.

### **E. Military Leave**

Police on military leave will be governed by applicable State and Federal Statute.

### **F. Jury Duty**

1. A Police Officer covered by this Agreement shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.

2. In no case will Jury duty be granted or credited for more than the Police Officer's normal workday or workweek to a maximum of 8 hours in any day or 40 hours in any week.

3. The Police Officer shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

### **G. Unpaid leaves**

In certain circumstances Police Officers may be permitted to take unpaid leaves of absence from their positions with the University. Leaves of absence may be applied for and are available to permanent full-time and part-time Police Officer's working more than twenty (20) hours per week provided they have completed six months of continuous service. Request for leave of absence, the reasons for the leave and duration must be submitted in writing to the Police Officer's supervisor along with any supporting documentation at least two weeks prior to the requested starting date of the leave except in the case of a bona fide emergency. The maximum lengths of unpaid leaves are:

<b><u>TYPES OF LEAVE</u></b>	<b><u>MAXIMUM LENGTH</u></b>
Medical Leave including maternity	In accordance with State and Federal Law
Personal Leave	1 month
Education	6 months in any calendar year
Military	In accordance with State and Federal Law

### **H. Return from Leaves**

1. There is no guarantee of returning to the position and department held prior to the commencement of the leave. However, Police Officers returning from an approved leave of absence will be reinstated in their job equivalent status in their department whenever possible.

2. Police Officers returning from an approved leave of absence have no bumping rights.

## **ARTICLE 18**

### **COURT APPEARANCES**

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

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

## **ARTICLE 19**

### **POLICY AGREEMENTS**

- A. Neither the F.O.P. nor any Police Officer represented by it will engage in or support any strike, work stoppage or other job action.
- B. No lockout of Police Officers shall be instituted or supported by the University during the terms of this Agreement.
- C. The F.O.P. recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all Police Officers in the unit without discrimination.

## ARTICLE 20

### UNIVERSITY-UNION BUSINESS

#### A. Access to Premises

Each F.O.P. Officer or authorized representative previously designated to the University by the F.O.P. shall be admitted to the premises of the University on F.O.P. business provided that prior notice has been given to both the department head and Director of Labor Relations or his/her designee. Such notice of visitation shall include the time, place and general purposes 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 74 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.

The Union shall have the right to meet with newly hired FOP 74 unit employee(s), without charge to the pay or leave time of the employee (s), for up to 30 minutes, within 30 calendar days from the date of hire. Said meeting shall be during new employee(s) orientation. If the University does not conduct a new employee orientation for a newly hired employee, the Union shall be able to schedule an individual or group meeting on work time to meet with a representative designated by the Union for up to 30 minutes so long as the Union provides at least one week advance written notice to Human Resources and the employee's manager or immediate supervisor.

## **B. Union Activity**

1. The University agrees that during working hours, on its premises and without loss of pay, or when otherwise agreed upon, F.O.P. Representatives previously designated and authorized to represent the F.O.P. and recognized by the University shall be allowed to:

- a. represent Police Officers in the unit at grievance hearing.
- b. investigate a grievance, which has been formalized and submitted in writing, provided 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 F.O.P. notices for posting.
- d. attend negotiation meetings if designated as a member of the negotiating team and scheduled to attend by the F.O.P.
- e. attend scheduled meetings with the University and its representatives concerning the application and administration of this agreement.

2. The authorized F.O.P. Representative must request permission of his supervisor to transact such Union business. Such permission will be granted provided it does not interfere with the operations of the department.

## **C. Union Representation**

The F.O.P. shall furnish the Office of HR Labor Relations or other designee of the University a list of all official F.O.P. Representatives, specifying their authority and showing the name, title or office for each and the department and shifts for which they function. The F.O.P. shall notify the University of any changes in the list and keep it current.



#### **D. Leave for Union Activity**

The University agrees to permit a maximum of fifteen (15) days per year (July 1 – June 30) of paid leave for F.O.P. Representatives to attend F.O.P. activities. In addition, the University agrees to provide a maximum of five (5) days unpaid leave per year for the F.O.P. President to attend F.O.P. activities.

The leave may only be used for participation in regularly scheduled meetings or conventions of labor organizations with which the F.O.P. is affiliated or for training programs for F.O.P. Representatives provided that approval has been granted by the Office of HR Labor Relations. A written request must be submitted by the F.O.P. to the Human Resources Department at the University at least twenty-one (21) days in advance, whenever possible, of the date or dates of such meeting. When mutually agreed upon by both the University and the F.O.P., additional time off without loss of pay shall be granted.

Such request shall not be unreasonably denied.

#### **E. Bulletin Boards**

1. The University will provide space, which will be used exclusively for the posting of F.O.P. notices.
2. The material to be posted on the F.O.P. bulletin board may consist of the following:
  - a. Notices of F.O.P. election and the results of elections
  - b. Notices of F.O.P. appointments
  - c. Notices of F.O.P. meetings
  - d. Notices of Social and recreational events
  - e. Notices concerning official F.O.P. business
3. Prior to the posting of any material on the bulletin board, it shall be brought to the Office of HR Labor Relations for approval. The F.O.P. Representative shall make the postings.
4. The Office of HR Labor Relations will review the material and approve the posting except when such material is profane, obscene, or derogatory of the State or University and/or its representatives or which constitutes election campaign propaganda.

## **F. Office Space**

The University will provide office space for use by the F.O.P. However, the University shall not incur any liability for loss or damage that may occur. Permission to utilize facilities of the University may be withdrawn at any time.

G. 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**

#### **A. Dues Deductions**

The University agrees to deduct F.O.P. dues bi-weekly from each Police Officer 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 negotiations 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 negotiations unit employee's anniversary date of his/her employment

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

The University shall deduct F.O.P. dues from a new Police Officer 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 Police Officer 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.

#### **B. Legal Requirements**

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

## ARTICLE 22

### ACCESS TO PERSONNEL FILES

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

**B.** A Police Officer 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. A Police Officer who wishes to examine his/her Personnel file may do so during the Human Resources Department normal office hours provided that prior permission has been granted by the Police Officer's supervisor. If requested by the Police Officer, his/her F.O.P. representative may accompany the Police Officer. No adverse material shall be placed in a Police Officer's central Personnel file unless such materials have been reviewed with the Police Officer by an appropriate official of the department or University. The Police Officer 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 made by a Police Officer for a copy of any derogatory item included in that Police Officer's Personnel File. The Police Officer shall be charged the prevailing rate for copies in accordance with Human Resources Policy.

**C.** A Police Officer may request in writing to expungement of materials including 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.

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

**E.** The University will provide discovery prior to a hearing, if material in the departmental file is going to be used in a disciplinary matter.

**F.** Departmental Files shall remain within the exclusive domain of the Police Department except that an employee may submit a written request to observe information that reasonably could be used by the University to influence or affect decisions to promote or discipline a unit employee. Any such observation shall be on the employee's own time. Any documentation that the University intends to use in a promotional or disciplinary proceeding involving a unit employee shall, at the employee's request be copied and received by the employee.

## **ARTICLE 23**

### **PRESERVATION OF RIGHTS**

Notwithstanding any other provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processing 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 or arbitrability and specific performance of the Agreement.

## ARTICLE 24

### A. Legislative Action

1. If any provisions of this Agreement required 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, and that the parties shall jointly seek the enactment of such legislative action or rule modification.

2. 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 Police Officers in this unit, the Agreement shall not be construed as a limitation of their eligibility for such improvements.

### B. Savings Clause

If any provision of this Contract 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 Contract shall be deemed amended or nullified to conform to such law. The other provisions of the contract shall not be affected thereby and shall continue in full force and effect.

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

## **Article 25**

### **COMPLETE AGREEMENT**

The University and the F.O.P. 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 F.O.P. and negotiated upon the request of the F.O.P. as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

## **ARTICLE 26**

### **AVAILABILITY OF CONTRACTS**

The University will post to its website the complete agreement within 60 days of the signing of the contract. The University will also print 2 copies of this agreement and deliver them to the FOP. Cost to be shared by both parties.



## **ARTICLE 27**

### **A. Term of Agreement**

This Agreement shall become effective on the date when the F.O.P. presents written certification of proper ratification to the University and shall remain in full force and effect from July 1, 2018 to June 30, 2023. The certification shall be effective if delivered to the University within thirty (30) days of the signing of the Agreement.

### **B. Successor Agreement**

The 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 by certified mail prior to February 1, 2023 or February 1, 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 provisions above.

### **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.

### **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 F.O.P. through its President, at the current Lodge address.

IN WITNESS WHEREOF, the State/Rowan University and the Fraternal Order of Police, Lodge No. 74, have caused this agreement to be signed by their duly authorized representative as of this day.

FOR THE STATE/ROWAN  
UNIVERSITY

FRATERNAL ORDER OF POLICE  
LODGE NO. 74



Director, Kristina Chubenko  
Governor's Office Employee Relations



Richard Pinto, President

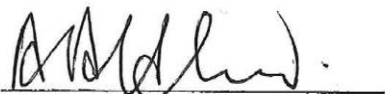


Deputy Director, Yvonne D. Catley  
Governor's Office of Employee Relations



Charles Bendorf, Vice President

1/15/2020



Dr. Ali A. Houshmand, President  
Rowan University



Ron Bakley  
FOP NJ Labor Council

1/15/2020



Henry Oh, Director of Labor Relations  
Rowan University

## SIDE LETTER

Police officers will be able to sign up for any general overtime assignments such as football or commencements, both on the School of Osteopathic Medicine and Glassboro Campuses

## APPENDIX A Attendance Control Policy

### Labor and Employee Relations

# Attendance Control

**CODING:** 30-01-50-40:00

**Effective Date:** 07/01/90

**Revision:** 01/01/04

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**PURPOSE:** To set policy for the control of attendance for exempt and non-exempt staff members covered by a collective bargaining agreement or in a union eligible title such as confidential staff.

**RESPONSIBILITY:** The Vice President for Human Resources is responsible for ensuring compliance with this policy.  
Department Managers/supervisors are responsible for reviewing the Attendance Control Policy, Family and Medical Leave Policy, Sick Pay Policy and the Death, and Serious Illness in the Family Policy with their staff members ensuring compliance.

**POLICY:**

Prompt and regular attendance on the job is a critical aspect of a staff member's performance and directly influences the University's ability to establish and maintain an efficient operation. In order to maintain efficient operation, excessive absenteeism and/or lateness will not be tolerated. Staff members are expected to maintain satisfactory attendance by reporting to work regularly and on time, and by returning from lunch and authorized breaks on time. The Attendance Control Policy must be considered in conjunction with the Family and Medical Leave Policy, Sick Pay Policy, and the Death and Serious Illness in the Family Policy, which provides for circumstances that allow absence from work or a late arrival. In administering this policy, management will consider all relevant facts such as a staff member's time and attendance history, and individual circumstances.

Staff members are granted 1 day of sick time (8 hours for 12-hour staff) per month. Full usage should not be interpreted as constituting acceptable attendance. Sick time usage is a benefit to be used sparingly and only when required for non-occupational illness, injury, death (limited circumstances) and/or serious illness in the family as defined by the FMLA. **Sick time is not to be abused, nor is it to be used for any other purposes.** Departments must require staff members to provide proof of illness from their personal physician stating the nature of the illness and anticipated date of return whenever such a requirement appears reasonable or when the absence is more than two days.

Management is responsible for monitoring time and attendance. Management is also responsible for identifying, documenting and attempting to correct problem situations before they become excessive. Proper documentation by the supervisor of each step of the discipline process is vital. Failure to provide accurate records can result in the prolonging of an undesirable situation.

Staff members are expected to allow for events such as traffic delays and personal schedule changes in

order to begin work on time. When staff members are unable to report to work as scheduled, it is their responsibility to notify their manager in accordance with the call-in policy established by management. At the time of notification, the staff member must provide the manager with reasons for the absence or lateness and the anticipated time away from work. A department has the right to dock an hourly staff member for lateness in accord with the applicable collective bargaining agreement even if the grace period for lateness has not been violated and no discipline is being imposed at that time. For example when the staff member does not have a reasonable excuse.

A non-exempt staff member who has a reasonable excuse, is less than five (5) minutes late, does not work on a shift which is relieving a previous shift and has not been the subject of any attendance related discipline as prescribed herein, should not be docked for lateness, or denied the opportunity to work the balance of their shift. Where there is evidence of repetition or negligence, staff should be docked and disciplined per the guidelines contained herein. **Exempt staff cannot be docked for lateness or suspended without pay for violation of this policy.** Please consult your campus Human Resources Office or Labor Relations for further guidance.

Only the department head or his/her designee can excuse an absence. **The submission of any altered and/or falsified document is cause for termination of employment even if it is the first occurrence.** The following authorized absences are not violations of the Attendance Control Policy:

- Approved Leaves of Absence\*
- Absences due to job-related injury or illness authorized by Risk and Claims
- Documented death in family
- Documented FMLA serious illness in family
- Approved time off such as legal holidays, float holidays and vacations
- Approved float holidays for documented emergencies
- Suspension days
- Infection control time
- Pre-scheduled non-routine medical appointments approved in advance and in writing by the Supervisor
- Hospitalizations
- Military leave
- Jury duty
- Other approved statutory leave

\*If there is any indication that a serious health condition occasioned any of the absences, management must ask the staff member about the absences, and with the assistance of the campus Human Resource Office, a determination will be made as to whether the absences should have been treated as FMLA leave and therefore not counted as violating the attendance policy. The University may require the staff member to have his/her health care provider complete a medical certification in order to make this determination pursuant to the Family and Medical Leave policy. Each day of absence after a staff member is scheduled to return from FMLA leave may be treated as being AWOL. However the staff member cannot be disciplined or terminated without prior consultation with the campus Human Resources Office. When a staff member announces his/her

intent not to return from FMLA leave, the University retains the right to terminate the employment.

**DEFINITIONS:**

- A. Unscheduled Absence:** All instances when a staff member is scheduled to come to work and does not, except as noted above in the list of exemptions. Each day or partial day of unscheduled absence is considered individually, except that consecutive days of absence from one or more consecutively scheduled work shifts will be considered collectively as one unscheduled absence when supported by a physician's note. For example, a three (3) day illness is counted as three (3) unscheduled absences unless supported by a physician's note. If a physician's note is provided, the unscheduled absences would count as one (1) unscheduled absence. A twelve-month attendance review period commences when the grace period for unscheduled absences has been exceeded.
- B. Grace Period for Absenteeism:** The period when a staff member may use up to five (5) unscheduled absences (or in the case of 12-hour shifts, 40 hours consistent with the definition of an unscheduled absence) in a rolling twelve (12) month period or less without discipline, and provided the day(s) absent were not previously requested off and denied.
- Grace Period for Lateness:** Arriving late to work or returning late from breaks two (2) times in a 30-day period or less, for a maximum accumulated grace time of fifteen (15) minutes.
- C. Patterns:** Absences and/or lateness that consistently occur (a) before and/or after scheduled days off including holidays, float holidays and vacations (b) on scheduled weekend shifts and (c) on days for which requested time off was denied and. (d) the same day of the week or month. The University retains the discretion in determining what constitutes a pattern. Disciplinary action may be taken if the absences within the rolling twelve-month attendance review period exceed the grace period, or when the above patterns have been identified. Twelve (12) hour staff members are not subject to disciplinary action for pattern absences. However, staff members who have an unscheduled weekend absence can be required to make up the weekend absence.
- D. Doctor's Note Restriction:** Staff members who are in violation of the Attendance Control Policy may be placed, in writing, on doctor's note restriction, which requires the staff member to provide a note from their personal physician stating the nature of the illness and anticipated date of return for all future absences including one (1) day absences. The doctor's note restriction is not discipline. It is a restriction that must be complied with during the six months following the receipt of formal counseling, written warning or suspension. Failure to submit the doctor's note immediately upon return to work will result in the staff member not being paid for the absence(s), and when warranted, in accordance with this policy, issued the next level of discipline for attendance abuse. The doctor's note restriction will be removed if the staff member has no absences for a period of six (6) months from the date he/she was placed on doctor's note restriction. The fact that a staff member is no longer on doctor's note restriction does not mean that disciplinary action will not be taken based on the individual's disciplinary history.
- E. Rolling Twelve Months Attendance Review Period:** Any unscheduled absence(s) and/or lateness begins the counting of the above referenced grace period. Once the grace period has been exceeded, the employee is locked into the terms of the policy, and a twelve-month attendance review period shall commence. If unscheduled absences and/or lateness violate the attendance policy during the twelve-month attendance review period, disciplinary action is to be issued and a new twelve-month attendance review period commences. During an attendance review period, the staff member will have the ability to "clear" the disciplinary action that was last issued as noted below. Any violation of the policy during an attendance review period shall result in the issuance of the next level of discipline and a new twelve-month attendance review period shall commence.

**PROCEDURE:**

A University counseling form or disciplinary notice form (whichever is appropriate), containing all of the requested information should be used to document each step. The supervisor of the staff member being disciplined will prepare the form and have the staff member sign acknowledging receipt. There are normally four (4) steps to the Attendance Control Policy (with the University’s Disciplinary Policy) for handling exempt (non-managerial/supervisory) and non-exempt staff members who exhibit attendance problems:

- (1) (1) Formal Counseling
- (2) (2) Written warning
- (3) (3) Suspension of three (3) days without pay (or in the case of 12 hour shifts two (2) days without pay) Exempt staff receive a written warning lieu of suspension since they cannot be suspended with loss of pay).
- (4) (4) Termination

***Levels of Discipline Related to Absenteeism (Lateness and Sick Leave)***

<b>Steps</b>	<b>Unscheduled Absences After Grace Period</b>	<b>Total Unscheduled Absences Including Grace Period</b>	<b>Action</b>	<b>Clear Record</b>
One	One (1) absence Or Late three (3) times in a 30-day period Or Pattern absences within a six (6) month period, if a staff member has been absent three (3) or more times before or after holidays, vacations, weekends, days off, or any similar type patterns.	Six (6) (or in the case of 12-hour shifts, 48 hours of unscheduled absences) within a twelve-month period from the date of the first absence being cited.	Staff member receives formal counseling that their pattern of time and attendance is interfering with work schedules; and, informed that the next violation will result in a written warning. Staff member may also be placed on doctor’s note restriction in writing.	If no more than two (2) unscheduled absences occur for twelve months from the last unscheduled absence or twelve months since being returned to step one, the Staff member will have his/her record cleared and is entitled to the grace periods provided above.
Two	Four (4) absences after Grace Period Or Late three (3) times in a 30-day period	Nine (9) (or in the case of 12-hour shifts, 72 hours of unscheduled	Staff member receives first level of official discipline, a written warning informing them of the seriousness of the notice, and is informed that the next violation will result in a three (3) days (2	Staff member may be returned to step one if no more than two (2) unscheduled absence occurs for twelve months from the last unscheduled

	<p>within four (4) months from the date the formal counseling was issued  Or  One (1) additional day in a pattern type absence within a six-month period following the formal counseling notice.</p>	<p>absence) within a twelve-month period from the date the counseling was issued.</p>	<p>days for 12-hour staff members) suspension. Staff member may be placed on doctor's note restriction.</p>	<p>absence or twelve months since being returned to step two.</p>
<b>Steps</b>	<b>Unscheduled Absence After Grace Period</b>	<b>Total Unscheduled Absences Including Grace Period</b>	<b>Action</b>	<b>Clear Record</b>
Three	<p>Six (6) absences  Or;  Late three (3) times in a 30-day period within four (4) months from the date the written warning was issued  Or;  No Call/No Show**  absence of one (1) or two (2) workdays  Or  One (1) additional day in a pattern type absence within six (6) months from the date the written warning was issued.</p>	<p>Eleven (11) (or in the case of 12 hour shifts, 88 hours of unscheduled absence) within a twelve-month period from the date the counseling was issued.</p>	<p>Staff member is suspended for three (3) days (2 days for 12 hour staff members) without pay (hourly staff member only); and final warning that the next violation will result in more severe disciplinary action up to and including termination. An exempt staff member would receive a written warning in lieu of a three (3) day suspension, and final warning of termination. Staff member may be placed on doctor's note restriction.</p>	<p>Staff member may be returned to step two if no more than one (1) unscheduled absence occurs for twelve months from the last unscheduled absence or twelve months since being returned to step three.</p>
Four	<p>Eight (8) absences  Or;  Late three (3) times in a 30-day period</p>	<p>Thirteen (13) (or in the case of 12 hour shifts, 104 hours of unscheduled</p>	<p>Staff member is subject to termination. The Campus Labor Relations Specialist or Coordinator in consultation with Labor Relations Office must review the case before a staff member is issued their</p>	



	within four (4) months from the date of suspension Or; No Call/No Show** absence of one (1) or two (2) workdays Or One (1) additional day in a pattern type absence within six-months from the date the employee was suspended.	absence) within eighteen (18) months from the date the counseling was issued.	termination.	
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\*\*AWOL or no-call/no-show absences of one (1) or two (2) workdays is an extremely serious act of misconduct and begins with an automatic suspension of three (3) (24 hours for 12 hour shift employees) days without pay. A second AWOL or no-call/no-show incident will result in termination. Any AWOL or no/call absences of three (3) or more consecutive days will be grounds for termination of employment after consultation with the campus Human Resources Office.

**Ability to “Clear” Record**

Management recognizes that extenuating circumstances do occur. As such, staff members are given opportunities to clear their time and attendance record of disciplinary notices. For example: A staff member at Step three (3), has no more than one (1) unscheduled absence over a twelve (12) month period, is moved to step two. While at step 2, there is no more than two (2) unscheduled absence for twelve (12) months, the staff member is moved to step one.

Staff members who have cleared their record will receive written notification from management, with a copy forwarded to campus Human Resources Labor Relations office for inclusion in their file.

**Perfect Attendance Bonus**

Perfect attendance (no unscheduled absences) will be recognized. All individuals (first supervisory level and below) who have no unscheduled absences in 2003 or in any subsequent year shall receive a \$300 bonus by April 1, 2004. The bonus will be paid by April 1 of all subsequent years.

By Direction of the Acting Vice President for Human Resources

\_\_\_\_\_  
Maryann Master

\_\_\_\_\_  
Date

## APPENDIX B

**Salary Table: WA Salary Group: FY 2018 First full Pay Period prior to JUNE 30, 2018**

Amount	1	2	3	4	5	6	7	8	9	10
01E	62108.80	65041.60	67891.20	70803.20	74734.40	76772.80	80414.88	0.00	0.00	0.00
02E	50997.44	53548.14	56098.85	58649.55	61200.26	63750.96	66301.66	68852.16	71402.86	80414.88

**Salary Table: WA Salary Group: FY 2019 First Full Pay Period after JULY 1, 2018**

Amount	1	2	3	4	5	6	7	8	9	10
01E	62108.80	65041.60	67891.20	70803.20	74734.40	76772.80	82023.14	0.00	0.00	0.00
02E	50997.44	53548.14	56098.85	58649.55	61200.26	63750.96	66301.66	68852.16	72830.92	82023.14

**Salary Table: WA Salary Group: FY 2020 First Full Pay Period after OCTOBER 1, 2019**

Amount	1	2	3	4	5	6	7	8	9	10
01E	63350.98	66342.43	69249.02	72219.26	76229.09	78308.26	83663.63	0.00	0.00	0.00
02E	52017.39	54619.11	57220.82	59822.54	62424.26	65025.98	67627.70	70229.20	74287.54	83663.63

**Salary Table: WA Salary Group: FY 2021 First Full Pay Period after JULY 1, 2020**

Amount	1	2	3	4	5	6	7	8	9	10
01E	64618.00	67669.28	70634.00	73663.65	77753.67	79874.42	85336.99	0.00	0.00	0.00
02E	53057.74	55711.49	58365.24	61018.99	63672.75	66326.50	68980.25	71633.79	75773.29	85336.99

**Salary Table: WA Salary Group: FY 2022 First Full Pay Period after JULY 1, 2021**

Amount	1	2	3	4	5	6	7	8	9	10
01E	65910.36	69022.67	72046.68	75136.92	79308.74	81471.91	87043.63	0.00	0.00	0.00
02E	54118.89	56825.72	59532.55	62239.37	64946.20	67653.03	70359.86	73066.46	77288.76	87043.63

**Salary Table: WA Salary Group: FY 2022 First Full Pay Period after APRIL 1, 2022**

Amount	1	2	3	4	5	6	7	8	9	10
01E	67228.56	70403.12	73487.62	76639.66	80894.92	83101.35	88784.59	0	0	0
02E	55201.27	57962.23	60723.2	63484.16	66245.13	69006.09	71767.05	74527.79	78834.53	88784.59