

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”), made this 12th day of ~~September~~ ^{October} 2021, by and between the Fraternal Order of Police Labor Council, Inc. (“FOP”), and the New Jersey Institute of Technology (“NJIT”), (collectively the “Parties”) represents the culmination of good faith negotiations between the Parties and constitutes the entire agreement of the Parties relative to the terms and conditions of the successor collective negotiations agreement for the term of July 1, 2019 to June 30, 2023, hereafter referred to as the “Agreement.”

1. Except as otherwise set out hereafter, or specifically left to continuing negotiations between the Parties by specific reference herein, the provisions of the expired Collective Negotiations Agreement, with the term July 1, 2015 to June 30, 2019, shall be recertified to and incorporated into the Agreement, with limited amendments relative to dates and paragraph heading, and amendments necessitated by such revision, additions and inclusions. The Parties agree to use all reasonable diligence to draft and finalize a comprehensive agreement containing all terms and conditions of the successor Agreement in a timely manner.
2. **Preamble:** The following Preamble and Statement of Principles shall be added to the beginning of the Agreement:

Preamble

A. The University recognizes the Union’s legal responsibility to act as the collective bargaining agent for the Officers covered by this Agreement (referred to interchangeably as “Police Officers” or “Officers”) and its legal duty to provide fair representation to those Officers.

B. The Union recognizes the University’s responsibilities to manage the Police Department and the University, as a whole, in an efficient, responsible manner.

Statement of Principles

The NJIT Department of Public Safety strives to serve all people within its jurisdiction with respect, fairness and sensitivity. The department is committed to the prevention of crime, the protection of life and property, the preservation of peace, order and safety, and the enforcement of laws and ordinances.

With community service as a foundation, the department strives to enhance the quality of life in the university community. The department nurtures public trust by holding to the highest standards of performance and ethics.

To fulfill this mission, the Department of Public Safety is dedicated to providing a quality work and academic environment and to developing its members through effective, practical training and leadership. The department is dedicated to promoting the philosophy and practice of community policing.

The University and the Union agree to work toward the attainment of these goals and towards the goal of mutual respect and trust for each other. The Union and the University agree to cooperate and support all efforts to assure that Officers provide effort for a full day of work for a fair day's pay, and that they will actively work to avoid absenteeism and any other practices which hurt or interfere with the operation and mission of the University.

Furthermore, the University and the Union desire to develop the Officers into a skilled, versatile and effective workforce through training and education.

3. **Dues/Fee Deduction** – Any reference to the representation fee (agency shop) in Article IV shall be removed from the Agreement.
4. **FOP/Management Committee** – Section 2 of the Agreement shall be revised to clarify that requests for a labor/management meeting shall be made to the Vice President of Human Resources or his/her designee.
5. **Investigation, Due Process, Discipline and Challenge** – the existing definition of discipline in Article VII, Section D(2) shall be revised as follows: “Discipline under this Agreement means: Official written reprimand, suspension without pay, demotion, and/or discharge.”
6. **Non-Discrimination** – the existing language in Article VIII, Section A shall be revised as follows: “The Employer and Union agree there shall not be any discrimination, including harassment, based on race, creed, color, national origin, nationality, ancestry, age, sex, marital status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation or union membership, pregnancy or breastfeeding, gender identity or expression, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer.”
7. **Posting, Hiring and Promotion** – the revisions to Article XI are as follows:
 - 1) The existing language of the first sentence in Article XI shall be revised as follows, “In keeping with NJIT’s commitment to affirmative action and equal

employment opportunities, all recruitment efforts will conform with applicable University policies and/or Department of Public Safety Standard Operating Procedures.”

- 2) The following shall be added to the list of Detective Assignments outlined in Section A(1): “1. Assist with University and Departmental investigations.”
8. **Sick Leave** – the following section shall be added to Article XII, “The Parties agree to expressly waive all the rights and benefits that may apply under the New Jersey Paid Sick Leave Law during the term of this Agreement.”
9. **Family Leave** – the Parties agree to adopt the changes to the Family Leave policy as required by the New Jersey Family Leave Act.
10. **Other Leaves of Absence** – Section D of the Agreement shall be revised to include grandparents for the purposes of bereavement only.
11. **Holidays** – the existing language in Section A(2) shall be revised to include the following, “Effective June 2022, in recognition of the Juneteenth holiday, each Officer shall receive a fourth floating holiday, providing such “floating” holidays shall be taken at a time agreeable to the supervisor.”
12. **Vacation** – the revisions to Article XXI are as follows:
 - 1) The following language will replace the language in Section A(6):
 - a. A minimum of 56 hours of vacation picks must be submitted between May 1 and May 31 for approval, for use between July 1 and June 30 of each year. These picks will be granted based on seniority during the submission period. Any submissions outside of this will be approved based on first submitted.
 - b. In no case may more than one (1) Officer per shift / squad or four (4) Officers department wide be granted off vacation at any given time.
 - c. In the event an officer has less than 80 hours of vacation in their bank, they will have the option to complete an “intent to bank” form wherein they may freeze up to 44 hours of vacation time. This time cannot be utilized during the current fiscal year in which the intent to bank is submitted except in cases of emergencies and as approved by the Chief of Police or his/her designee.
 - d. Any scheduled vacation will not be affected by management-imposed shift changes.

13. **Overtime and Work Schedules** – the revisions to Article XXIV are as follows:

- 1) The following language will replace the language in Sections B(1) and B(2):
 - a. Overtime work, when necessary, shall be offered to regular members of the Patrol Division on an equitable and rotating basis, commencing with the most senior Patrol Officer. A list containing the names of all officers in the patrol division shall be maintained with the Officer, with the most seniority in the department being the first name on the list. Overtime shall be offered in the order in which the names appear on the list. If an Officer accepts the overtime, he/she shall be then moved to the bottom of the seniority and mandatory lists. If no Patrol Officer volunteers for the overtime, Officers in the Detective Bureau shall be offered the overtime based on seniority. However, Detectives shall not be ordered for Patrol assignments and Patrol shall not be ordered for Detective assignments. If there are no volunteers for shift duty mandatory overtime, from the seniority list then Officer(s) shall be ordered from a reverse seniority list starting with the least senior Officer. Once an officer is ordered they shall be moved to the bottom of the list and shall not be ordered until the reverse seniority list completes a full rotation.
 - b. Volunteering for a minimum of 4 hours of overtime shall constitute grounds for an Officer to be moved to the bottom of the mandatory overtime list; however, this is only for situations in which the overtime would be mandated otherwise. Volunteering for an overtime detail/shift/special event that has been posted for over 48 hours will not result in the Officer moving to the bottom of the mandate list.
 - c. All Officers shall be required to keep their cell phone contact information up to date in SendWordNow or similar mass text message system utilized by NJIT. This system will be used to send text messages to all Officers for available overtime. The messages shall be sent for both mandatory duty related overtime and external/event overtime.
 - d. An exception to the requirement to assign overtime from the rotating list shall be allowed when, in the discretion of the Chief of Police or designee, said overtime assignment being performed requires specialized training or skills possessed by only certain Officers.
 - e. Overtime for normal duty assignments/shift coverage shall only be filled by Officers within their respective ranks, except for emergencies, which will require approval of the Chief of Police or their designee.

- f. Special event or outside employment overtime will be made available to all ranks and will be paid at their regular overtime rate. A list will be maintained by the special services commander to fairly distribute overtime between the ranks. At initial posting, each Officer may sign up for one day of overtime for specific detail to allow for equal opportunity. After 5 days of being posted all overtime not filled will be opened on a first come basis, allowing for unlimited overtime selections by individual Officers on specific detail. If Officers are required to be ordered for coverage the special event/outside employment rotation list will be utilized. Any event/outside employment posted with less than 10 days' notice will allow for first come first serve selections for assignment. Though the special service commander may distribute the under 10 days posting fairly and shall make final determination on bumping to fairly distribute overtime for event / outside employment.
- g. In cases where there are no volunteers and overtime is required, then the least senior Police Officer of the Police Officers on a rotational basis shall be required to stay and work the overtime, unless an off-duty officer can be ordered in for assignment. Refusal to accept mandatory overtime can result in disciplinary action, up to and including termination.

2) The following language regarding work schedules will be added to this article:

- a. In order to meet the needs of training, special assignments and/or emergencies as determined by the Chief of Police /Director of Public Safety, Shift assignments and responsibilities may be altered to meet the safety needs of the university community.
- b. An Officer shall be given seven (7) days' notice before any changes are made in his/her scheduled shift. If circumstances do not allow this prior notice, the Officer shall receive time and one-half (1-1/2) for the first day of the scheduled change.
- c. Schedules will be set at the discretion of the Chief of Police or designee and shall be one of the following outlined schedules:
 - "Modified Pitman" is described as "3 on, 2 off, 2 on, 3 off," with every other Friday, Saturday and Sunday off. The "modified pitman" schedule will have one 8 hour day built into every 2 week cycle for each Officer and the remainder of days worked consisting of 12 hours each. The 8-hour day is subject to change with 48 hours' notice to allow for leave to be granted without built-in overtime. The department or university will not

allow or utilize “Kelly Time” in any version of this “Modified Pitman”. “Modified Pitman” leave balances will be charged hour for hour and will not affect the total pool of leave hours granted in any part or subsection of this agreement.

- The “4 and 3 Schedule” will consist of four (4) work days with three (3) days off in each seven (7) day period. Each work day will require Officers to work 10 hours per day and all assigned days off will be at the discretion of the Chief of Police or designee. The “4 and 3 Schedule” leave balances will be charged hour for hour and will not affect the total pool of leave hours granted for any part or subsection of this agreement.
- The “5 and 2 Schedule” will consist of five (5) work days with two (2) days off in each seven (7) day period. Each work day will require Officers to work 8 hours per day and all assigned days off will be at the discretion of the Chief of Police or designee. The “5 and 2 Schedule” leave balances will be charged hour for hour and will not affect the total pool of leave hours granted for any part or subsection of this agreement.

d. Any Officer being transferred to or from the one of the schedules above will be given 30 days’ notice of transfer. The 30-day notification may be waived if the Chief of Police or designee has a documented emergency that would affect the safety of our community, or the party being transferred and the Chief of Police (or his/her designee) come to a formal written agreement to shorten this transfer wait period.

e. The 30-day notification only applies to changes from one schedule to another and does not apply to shifts/tours changed within each schedule. In no case will the Officer be on a schedule that has the officer work less than 2080 hours in a given year. Assignment areas may have different schedules throughout the department to ensure operational efficiency as determined by the Chief of Police or designee. The starting and ending times for all shifts will be at the sole discretion of the Chief of Police or designee.

- 3) The following language regarding on-call status will be added to this article:
- a. On-call Officer(s) will be utilized in the event of needed shift or overtime coverage in which there are no volunteers and no Officers available to mandate. It is understood that pay for these on-call days are incorporated into the salary step matrix.

- b. There will be an expectation that two officers shall be on call 365 days a year, 24 hours a day. On-call officers must respond immediately via a call to the shift supervisor.
- c. The Chief of Police will send a mass text to all Officers in emergent situations, and all must respond within 1.5 hours via phone call to shift supervisor. If an Officer doesn't respond, the incident will be reported in Guardian Tracker and the Officer will complete an administrative submission.

14. **Salary Program and Compensation** – for Article XXVI, the Parties agree to establish the following salary matrix for all Officers, effective July 1, 2019. The matrix is to be established per the previously agreed upon FY20 MOU which contemplated no step movement for FY21. Officers on Step 14 as of June 30, 2021 as of contract ratification will move to Step 12 in FY22, followed by Step L17 in FY23. Beginning in FY23, longevity will be based on actual years of police service. In FY22, all Officers who have completed their probationary period as of June 30, 2021 will move 2 steps up from their current step as of June 30, 2021, retroactive to July 1, 2021. In FY22, all Officers who have not completed their probationary period as of June 30, 2021 will move 1 step up from their current step as of June 30, 2021 upon completion of the step requirements. Step progression will then proceed as outlined in the below chart. The shift differentials and on-call status payment are incorporated in the new base salaries. The performance evaluation procedure outlined in Section A will remain intact.

Step	FY20 - MOU			
	Extension	FY21	FY22	FY23
Acad		-	45,000	45,000
1		-	51,402	51,402
2		-	55,000	55,000
3		-	56,375	56,375
4		-	60,000	60,000
5		-	61,500	61,500
6		-	63,038	63,038
7		-	64,613	64,613
8		-	70,000	70,000
9		-	72,800	72,800
10		-	75,712	75,712
11		-	78,740	78,740
12		-	92,000	92,000

Longevity Steps	
Year 17	95,000
Year 24	102,000

15. **Shift Premium** – the Parties agree to remove Article XXVII as shift premiums are incorporated in the overall increases in the new salary program and are eliminated as a separate item of compensation for officers.
16. **Drug Screening Policy and Procedure** – the Parties agree to revise Article XXIX to state that NJIT will conduct drug screenings in accordance with the applicable Attorney General Guidelines and NJIT Police Department Standard Operating Procedures. Appendix A shall be removed from the Agreement.
17. **Fitness for Duty** – the parties agree to add the following article to the Agreement: NJIT and the FOP agree to comply with the Attorney General’s guidelines related to fitness for duty. In addition, the following procedures will be followed:
- Employees are responsible for reporting to work physically, mentally and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully and properly perform the duties of their employment.
 - When the University has reason to believe that an employee is reporting to work in an unfit physical, mental or emotional condition an employee may be required to undergo examination by a University selected medical professional for purposes of evaluating their fitness for duty.
 - If an employee is required to undergo examination or testing on duty time, the employee shall not suffer a loss in pay. At the discretion of the University, the employee may be placed on administrative leave with pay pending the outcome of the examination and review of the medical report.
 - If the employee is found to be unfit for duty the employee will be immediately placed on a Medical leave of absence. Should the employee wish to challenge the employer’s fitness for duty exam the employee may submit medical documentation to the employer of their fitness for duty. If a third opinion is deemed necessary, the costs shall be the responsibility of the employer. The third opinion shall be from one of the two major hospitals in the city of Newark, shall be considered final, and shall be binding on the employer and the employee.
 - For psychological evaluation third opinions the parties will agree on a third opinion medical provider to ensure that an evaluation is completed by a competent law enforcement psychologist.
18. **Temporary Limited Duty** – the parties agree to add the following article to the Agreement:
- Subject to operational considerations including budgetary constraints, the University may modify an Officer's duty assignments. Such modifications may be hourly, weekly,
 - Each modified duty assignment is made on a case-by-case basis, and assignments shall not set a precedent for other circumstances. NJIT retains the right to require

validation of the disabling medical condition utilizing a healthcare provider selected by NJIT at NJIT's expense

- Ordinarily, temporarily modified duty assignments will not exceed ninety (90) day duration. The Police Chief or her/his designee may grant an extension after consideration on a case-by-case basis.
- An Officer's refusal to accept a modified assignment may be construed as a refusal of work, after which the University may post her/his position.
- Temporary Limited Duty Explanation Package
 - The temporary limited duty explanation ("TLD") package includes the following:
 - Doctor's evaluation form, filled out and signed by the employee.
 - The current job description of the employee.
 - List of the examples of limited duty tasks available.
 - The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee and examples of available limited duty tasks. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of the Police Chief as to the Department's needs. TLD assignments shall, to the extent possible be related to the type of work normally performed by the employee. TLD assignments are temporary and will be discontinued if any of the following occur:
 - The treating physician returns the employee to full duty with no restrictions;
 - The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment;
 - There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions;
 - The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position; or
 - An employee has been on temporary limited duty for a period of eight (8) months. (The eight-month period may be extended at the discretion of the Chief of Police.) The Chief of Police will be sole determinant for ruling on the extension of the eighth-month period.

- Functional capacity exams may be used by the University to address the question of maximum medical improvements, as provided for herein, or where an Officer has an orthopedic or muscle-related injury and requests a reasonable accommodation under the Americans with Disabilities Act.

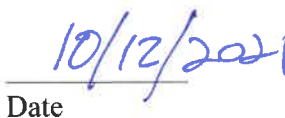
19. All other terms and conditions previously agreed to in interim agreements during negotiations are incorporated herein. All issues not otherwise agreed to and set forth in this MOA are deemed as withdrawn.

20. Both NJIT and FOP agree to recommend this MOA to their respective constituencies within thirty (30) days for final approval.

For New Jersey Institute of Technology



Dale McLeod
Vice President of Human Resources

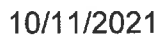


Date

For NJIT Fraternal Order of Police


John Small (Oct 11, 2021 22:23 EDT)

Officer John Small
FOP Staff Representative



Date



James Sepp
FOP Union Representative



Date