

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA"), made this 28 day of June 2019, by and between the NJIT Superior Officers Association, affiliated with the Fraternal Order of Police Labor Council, Inc. ("SOA"), 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 Sergeants covered by this Agreement and its legal duty to provide fair representation to those Sergeants.

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 Sergeants 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 Sergeants 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. **Labor/Management Committee** – Article VI 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 the 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. **Seniority** – the existing language in Article IX, Section A shall be revised as follows: "All Sergeants shall be considered as probationary appointments for a period of eighteen (18) months from the date of appointments as commissioned police Sergeant."
8. **Out-of-Title Work** – the existing language in Article X, Section A shall be revised as follows: "When a Sergeant is temporarily assigned to work in another job title within the negotiating unit, such assignment may be made for periods up to three hundred sixty-five (365) calendar days unless mutually extended by NJIT and the temporarily assigned

Sergeant. NJIT is not restricted to filling the assignment from only those who apply. Selection will be at the sole discretion of the Chief and Deputy Chief of Police."

9. **Posting, Hiring and Promotion** – 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."
10. **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."
11. **Family Leave** – the Parties agree to adopt the changes to the Family Leave policy as required by the New Jersey Family Leave Act.
12. **Vacation** – the revisions to Article XXI are as follows:
 - 1) The sentence in the second row, first column of the chart in Section A shall be revised as follows: "One through eight years of University Service."
 - 2) The following language shall be added to Section D:

"A. A minimum of 56 hours of vacations 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) Sergeant per shift / squad or four (4) Sergeants within patrol be granted off vacation at any given time.

C. 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 be added to this article:
 - 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.
 - A Sergeant shall be given seventy-two (72) hours' notice before any changes are made in his/her scheduled shift. If circumstances do not allow this prior notice, the Sergeant shall receive time and one-half (1-1/2) for the first day of the scheduled change.

- 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 Sergeant and the remainder of days worked consisting of 12 hours each. The 8-hour day is subject to change with 72 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 officer(s) 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 Sergeants 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.
- Any Sergeant 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.
- The 30-day notification only applies to changes from one schedule to another and does not apply to shift/tours changed within each schedule. In no case will Sergeant 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.

2) The following language will replace the language in Section B:

- Overtime work, when necessary, shall be offered to Sergeants on an equitable and rotating basis, commencing with the most senior patrol officer. A list containing the names of all Sergeants shall be maintained with the Sergeant 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 a Sergeant accepts the overtime, he/she shall be then moved to the bottom of the seniority and mandatory lists. If no Sergeant volunteers for the overtime, NJIT will assign the necessary number of Sergeants to cover the assignment. Once a Sergeant 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.

- Refusal to accept mandatory overtime can result in disciplinary action, up to and including termination.
- All Sergeants 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 Sergeants for available overtime. The messages shall be sent for both mandatory duty related overtime and external / event overtime.
- An exception to the requirement to assigned 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 Sergeants.
- Overtime for normal duty assignments / shift coverage shall only be filled by Sergeants within their respective ranks, except for emergencies, which will require approval of Chief of Police or their designee.
- 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 Sergeant on specific detail. If Sergeants 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.

14. **Shift Differential** – the Parties agree to remove Section C in Article XXIV as shift differentials are incorporated in the new salary program.

15. **Salary Program and Compensation** – for Article XXVI, the Parties agree to establish the following salary matrix for all Sergeants, effective July 1, 2019. Annual step increments to be provided automatically on the SOA anniversary date. The shift differentials and “on call” status payment are incorporated in the new base salaries. The

performance evaluation procedure outlined in Article XXVI, Section 3 and the stipends for special assignments in Article XXVI, Section 4 will remain intact.

Step	FY20	FY21	FY22	FY23
1	96,367	96,367	96,367	96,367
2	98,295	98,295	98,295	98,295
3	100,261	100,261	100,261	100,261
4	102,266	102,266	102,266	102,266
5	104,311	104,311	104,311	104,311
6	106,397	106,397	106,397	106,397
7	108,525	108,525	108,525	108,525
8	110,696	110,696	110,696	110,696

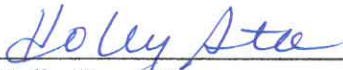
16. **Drug Screening Policy and Procedure** – the Parties agree to revise Article XXIX to state that NJIT will conduct drug screenings in accordance with the applicable Attorney General Guidelines and NJIT Police Department Standard Operating Procedures. Appendix A shall be removed from the Agreement.
17. **Fitness for Duty** – the parties agree to add the following section to the Agreement:
- “A. NJIT and the SOA agree to comply with the Attorney General’s guidelines related to fitness for duty. In addition, the following procedures will be followed:
- 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 complete by competent law enforcement psychologist.
18. **Temporary Limited Duty** – the parties agree to add the following section/article to the Agreement:

- Subject to operational considerations including budgetary constraints, the University may modify a Sergeant'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.
- 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 Sergeant'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 a Sergeant 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 SOA agree to recommend this MOA to their respective constituencies within thirty (30) days for final approval.

For New Jersey Institute of Technology

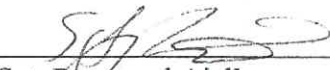


Holly Stern, Esq.
Interim Vice President of Human Resources

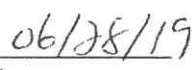


Date


For NJIT Superior Officers Association




Sgt. Raymond Aiello
SOA Staff Representative



Date



James Sepp
FOP Union Representative



Date