

MEMORANDUM OF AGREEMENT

Between

CITY OF EAST ORANGE

- AND -

THE EAST ORANGE, FRATERNAL ORDER OF POLICE, LODGE NO. 111

This Agreement, made this ____ day of _____, 2024, by and between the City of East Orange ("City") and the East Orange Fraternal Order of Police, Lodge No. 111 ("FOP 111") as follows:

WHEREAS, the City and the FOP 111 were parties to a collective negotiations agreement which was effective from January 1, 2018 through December 31, 2022 ("2022 Agreement"); and

WHEREAS, the City and the FOP 111 have been engaged in good faith negotiations for the purpose of reaching agreement on the terms and conditions of employment for a successor Agreement; and

WHEREAS, the City and the FOP 111 have reached agreement upon the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings as set forth herein, the City and the FOP 111 hereby agree as follows:

1. Unless otherwise modified herein, the terms and conditions set forth in the 2022 Agreement shall remain in full force and effect.

2. **ARTICLE V – TEMPORARY LEAVE**

- ¶1 – Revise sick leave hours as follows:

“(a) Accrediting method/or sick leave: All sick leave shall be converted from hourly tabulation to daily tabulation. All accumulated sick leave in each employee respective sick leave bank shall also be converted from hourly to daily tabulations. All existing time shall be rounded up to the nearest day. Employees may use their time in quarter of a day increments. For example, a quarter of a day would be three (3) hours on a 12 hour shift; a quarter of a day would be two and half (2.5) hours on a 10 1/2 hour shift; a quarter of a day would be two hours on an 8 1/2 hour shift.

(b) Permanent Employees: All permanent employees, as of July 1 of each year, shall receive and have added to their respective sick leave accrual bank, at the sum of 20 days of paid sick leave time.”

3. **ARTICLE VIII – SEPARATION OF EMPLOYMENT**

- ¶3 – Eliminate and substitute with the following:

“3. Upon resignation in good standing, retirement, or death while in the Department's employ, the employer shall pay such employee or his estate all earned compensatory time, vacation time to which the employee was entitled in the previous calendar year but which was not taken by such employee, and all vacation time, holiday time and clothing allowance accrued on a pro rata basis in the calendar year of the employment separation. The parties recognize that vacation time accrues during the prior year in accordance with Article IX (1) and past practice. Longevity shall also be included in these payouts.

For Example: if an officer retires in 2023, the officer's accrued vacation time was accrued during 2022 for use in 2023. Any of the unused vacation time accrued in 2022 for 2023 shall be paid out at that time of retirement. In addition, any vacation time accrued in 2023 for 2024 shall be paid on a pro rata basis.”

4. **ARTICLE X – SICK LEAVE INCENTIVE PROGRAM AND RETIREMENT BENEFIT**

- ¶2(e) – Revise as follows:

“(e) Should an employee hired before May 21, 2010 be eligible under the terms of this Article to receive such Retirement benefits and die or be killed in the line of duty, his/her estate shall receive said benefits in accordance with the following:

iii. The estates of employees hired on or after May 21, 2010 shall not be eligible for these benefits. However, upon death or certification of a terminal illness, the sick time bank of these employees shall be paid back to the City as a contribution to a life insurance trust fund. The funds in said trust fund shall be payable to the employee's estate within 30 days of the employee passing away. However, the employee must have at least 10 years of service with the City to get this benefit. The benefit amount will be the amount of the time in the members bank at the time of passing."

5. **ARTICLE XV – SALARY AND LONGEVITY**

- ¶1 – Eliminate and substitute with the following:

“1. The wages for all employees covered by this agreement shall be set forth in Appendix A, attached hereto and made part of this Agreement. Retroactive pay is effective from January 1, 2023. In order to be eligible for any retroactive pay, the employee must have been employed by the City as of January 1, 2023. The City will remit retroactive pay within 45 days of full ratification of this Agreement.”

- ¶2 – Eliminate and substitute with the following:

“The longevity payments herein are to be considered as part of remuneration for purposes of pension contributions, overtime, vacation pay, and sick leave pay, but not for other purposes, e.g., holiday pay.”

- ¶4 – Eliminate and substitute with the following:

“4. Effective January 1, 2025, Employees shall be paid in twenty-six (26) equal installments.”

6. **ARTICLE XI – HOLIDAYS**

- ¶¶1 and 2 – Eliminate and substitute with the following:

“1. Each employee shall receive fifteen (15) paid holidays per year. Holiday pay will be computed by multiplying the regular hourly rate by twelve (12) hours. Except that the employees that actually work on a holiday shall have their Holiday pay computed by multiplying the one and a half (1 ½) times the regular hourly rate.

2. Holiday pay shall be incorporated into each employee's base wages for purposes of pensionable earnings. The City shall indicate payment in the pay period for when the holiday occurs, however, the City shall withhold the net amount of the employee's compensation and shall distribute the net amount of all fifteen (15) days in accordance with Section 1 above."

7. **ARTICLE XIX – HOURS OF WORK, SCHEDULING AND OVERTIME**

- Eliminate and substitute this Article with the following:

"1. Modified Pitman Schedule – 12 Hours Shift

- Patrol Division,
- Enhanced Community Safety Team,

4 and 3 Schedule – 10 ½ Hours Shift

- Criminal Investigation Division
- Community Relations Unit
- Recruitment & Training Unit
- Strategic Decision Support Unit
- Evidence/Property Unit
- Information Technology Unit
- Resource Management Unit

5 and 2 Schedule – (4) 8 ½ Hour Shifts and (1) 8 Hour Shift

- Professional Standards Unit
- Medical Office
- School Squad
- Court Squad
- City Hall Detail
- Chief's Office
- Director's Office
- All other Units that can't reasonably be converted to the Modified Pitman or 4&3 Schedules.

2. Employees shall report to work ten (10) minutes prior to the start of their duty shift.
3. Each employee assigned to units which shall work the "Pitman schedule" as provided in Section 1 above may, at the discretion of the Chief be required to report for police training sessions, not exceeding eight (8) hours duration each, on scheduled days off (except holidays, vacation leave or other leave with pay) during the calendar year in the case of Sergeants and Lieutenants and two (2) such days in the case of Captains. Transportation will be provided as heretofore for any employee assigned to a training session at a location outside Essex County. Such employees may leave the training range as soon as they have completed their firearms training.

It is agreed that the employee may opt, with approval from the Chief of Police, to attend such police training on either his/her scheduled day(s) off or on his/her scheduled time off. Such approval shall not be unreasonably denied, so long as the employee's option shall not increase the costs of attending the training.

4. No employee assigned to the "5-2 schedule" above shall be required to attend police training sessions during his/her off-duty time unless compensated therefor.

5. The Chief of Police may, in his discretion, create new Uniformed Units and may assign such units to work either the "Pitman schedule" or the "5-2 schedule."

6. The Chief of Police may, in his or her discretion, convert any "5-2 schedule" to a "Pitman" schedule."

7. Overtime Provisions:

It is agreed for purposes of overtime compensation that the City has established and utilizes a twenty-eight (28) day work period for law enforcement personnel, pursuant to the Fair Labor Standards Act, 29 U.S.C., ss7(k). The Department's new work schedules with result in officers working 2184 annual hours. The following guidelines shall be utilized in calculating overtime compensation for such employees:

a) Work in excess of the employee's regular scheduled shift, the members regularly scheduled work week, or any hours worked beyond eighty-four hours in a pay period or on a member's scheduled day off shall be considered overtime. Overtime shall be compensable, at the employee's option either by payment at one and one-half (1 ½) times the employee's regular hourly rate, or by granting compensatory time off on a one and one-half (1 ½) hour of compensatory time granted for every one hour of overtime worked in excess of the employee's regular schedule.

b) In the event an employee sustains a line of duty injury and is consequently unable to complete a regular work week, overtime compensation at time and one-half will be allowed on a daily basis for all time worked in excess of their regular schedule day in any workday during such week.

c) Voluntary Overtime:

Overtime shall be distributed equitably. Members who elect to work offered overtime will be assigned by rank and in the event of more than one member electing to work, then the deciding factor shall be the least amount of overtime hours worked in the calendar year. In the event of a tie in overtime and seniority, then the deciding factor shall then be alphabetically by last name.

d) Mandatory Overtime:

Members in the patrol unit ordered to work overtime (not voluntary) shall be selected in a reverse seniority order by the rank being covered. For example, if a Sergeant is to be ordered in to work overtime, then the junior Sergeant (seniority in grade – which means seniority as a Sergeant in this example), not currently working will be ordered into work. If no Sergeants are available, then it would go to Lieutenants, then Captains as needs dictate. Once a member is selected for mandatory overtime, they go to the bottom of the list and the next selected shall be the next junior most member of the rank, and so on. The rotation shall reset annually on January 1st of each year

8. Minimum Call-Back Pay:

Any employee who is called back to work after completing his/her shift and leaving the employer's premises or who has to appear in Court during his/her day off or time off shall receive a minimum call-back payment of two (2) hours at either the employee's regular hourly rate or, if otherwise applicable, the employee's overtime rate. This minimum call-back provision applies only to situations where employees are called in to work or appear in Court at time which are not contiguous to their work schedules. The City shall have the option to require any employee receiving call-back pay to work the full two (2) hours. Any employee who is called back to work after completing his/her shift and leaving the employer's premises for the purposes of attending Compstat Meetings only, shall receive a minimum call-back payment of three (3) hours at the employee's overtime rate. This minimum call-back provision applies only to situations where employees are called into work to attend Compstat Meetings which is not contiguous to their work schedules. The City shall have the option to require any employee receiving call-back pay for attending the Compstat meeting to work the full three (3) hours.

9. Compensatory Time Bank:

Any employee opting to receive compensatory time off in lieu of overtime payments shall be governed by the following provisions:

- a) Effective upon the ratification of this Agreement in 1996 and thereafter, each employee shall have maximum accruable compensatory time bank which shall not exceed four hundred and eighty (480) hours at a time. No employee shall be permitted to accrue additional compensatory time unless and until said time bank is reduced below the maximum threshold number. No officer shall be assigned to utilize his/her accrued compensatory time.

- b) Those officers who may presently have accrued compensatory time in excess of the maximum threshold number shall suffer no loss of time or compensation. However, any employee who currently has compensatory time in excess of the 480 hours shall not be permitted to opt for additional compensatory time unless and until said compensatory time bank falls below 480 hours. For these officers, any compensatory time not utilized prior to the officer's retirement shall be paid to that officer at the time of separation in accordance with the other relevant clauses of this Agreement.
- c) For those officers who have less than 480 hours of compensatory time in the bank as of the signing of this Agreement, should, through some circumstances, their compensatory time bank exceed the 480 hour maximum, they shall be responsible to utilize all hours in excess of 480 hours prior to retirement. For those officers only, the City shall only pay for 480 hours at a time of retirement. Should said officer die prior to retirement, however, his/her estate shall receive full payment in accordance with other relevant provisions of this Agreement.
- d) The City shall cease the practice of making annual payments of one-half of the employees' compensatory time bank. However, one-half of the compensatory time accrued from January 1, 2024 through the date of ratification of this agreement shall be paid by February 15, 2025 in a check separate from the employees' regular payroll checks.

10. Shift Bid and Schedule Change:

- a) By December 1st of each year, shift assignments for employees working in the Patrol and other Uniformed Divisions shall be made, where all ranks and qualifications are equal, pursuant to a seniority bid system. (For purposes of this Section, "qualifications" shall also include an officer's ability to properly function within the "Community Policing Program" philosophy established by the City.) Each of the affected employees shall list their shift choices in order of preference. Assignments shall be made upon seniority and shall commence on January 1st and shall remain in effect until the procedure is repeated in the subsequent year. Except, when the "Pittman schedule" is first implemented, the shift assignments shall change in accordance with the 2024 shift bid for the "Pittman schedule." Those assignments shall remain in place until January 1st when the new shift assignments for 2025 commence. For 2025, the regular shift bid procedure shall occur by December 1, 2024.

- b) This bid system shall not be interpreted to mean that duty assignments, such as detective bureau, traffic and safety, etc., are achieved through this bid system. Those assignments shall continue to be staffed in accordance with law and City ordinance. However, should more than one (1) shift presently exist or should the employer institute more than one (1) shift in each of those respective divisions, then those employees assigned to said divisions shall follow the same bidding procedure as outlined herein above, but within each employee's respective division.
- c) In order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the City. In these cases the changes shall be made with timely notice (at least one week) and explanation and shall last until such time as the specific need[s] has/have been met, at which time the affected employee shall be returned to the originally bid shift. Any changes made in accordance herewith must be in blocks of a full tour, either four (4) or five (5) days dependent upon the respective employee's regular tour rotation. No single day switches can take place without the payment of overtime.
- d) These provisions shall not be used to preclude employees from voluntarily switching or swapping shifts with one another prior to any re-bid date. However, such switches shall be in accordance with current practice and with the approval of the Chief of Police or his designee. Such approval shall not be arbitrarily or capriciously withheld.
- e) Any officer whose duty assignment is changed prior to the annual bidding process shall be placed into his/her new assignment with preference given, as far as practicable, to the employee's request based upon seniority. However, no employee shall suffer any alteration to previously picked time off as a result of the City's decision to change assignments.
- f) In the event of a bona fide police emergency as defined by appropriate New Jersey Statute, and provided volunteer police officers acceptable to the Chief of Police are not available, officers may be assigned without regard to seniority to a particular shift in blocks of full working tours until such time as the emergency is satisfied or for no more than four (4) full working tours of duty. After four (4) tours, said individual(s) shall be returned to his/her original shift. If such return is still precluded due to the continuation of the emergency situation, then said officer shall be paid on an overtime rate for all time working any shift which differs from the original shift.



11. Meal Break:

Each employee shall be granted a paid meal break not to exceed thirty (30) minutes during each eight (8) hour tour of duty. Each employee shall be granted a paid meal break not to exceed one (1) hour and an additional fifteen (15) minute break during each twelve (12) hour tour of duty. During said breaks, the employee shall remain “on call” and shall be required to respond to any call for service which may arise.”

8. ARTICLE XX – CONTINUING EDUCATION

- ¶1 Revise as follows:

“1. Any covered Employee who has been employed by the City for at least two (2) years shall be eligible to receive continuing education reimbursement for successful attendance and satisfactory completion of direct job-related continuing education courses, or in the pursuit of a college degree at any community college, ~~or~~ state college, or private college. The City of East Orange will contribute a maximum of twenty thousand (\$20,000.00) dollars per calendar year towards tuition reimbursement. The reimbursement will be at a rate of up to a maximum of one thousand dollars (\$1,000) per employee per year, subject to the twenty thousand (\$20,000.00) dollar maximum per calendar year. Reimbursement may be for tuition, books, and fees only. The degree program being sought must have as a major either Political Science, Public Administration, Psychology, Sociology, Computer Science, Criminal Justice or any other course approved by the Public Safety Director for undergraduate coursework only.”

9. ARTICLE XXI – MISCELLANEOUS

- ¶1 – Eliminate and substitute with the following:

“1. The City shall make provisions for Workers’ Compensation coverage for all employees, whether through insurance carriers or self-insurance program. However, payment during Workers’ Compensation leave shall be as required by law.”

- ¶9 – Eliminate and substitute with the following:

“9. The City has implemented a formal outside employment program to manage outside jobs worked by employees. Employees that participate in the program shall be compensated at a rate of \$90.00 per hour. The funds for this compensation shall come from the respective vendor that has requested the police detail. If three (3) or more officers are assigned to one job, one of the officers must be a supervisor. The program shall be further administered in accordance with the outside employment policy negotiated by the parties which shall be incorporated by reference into the contract.

All outside employment opportunities shall have a four hour minimum payment to the member working. In the event the opportunity is cancelled with less than twenty-four hours' notice, or due to weather or any other event, the member shall be paid a minimum of four hours. If the cancellation is after the first four hours, the member will be paid for all hours or portion thereof worked.

Traffic assignment will be awarded based on the total number of outside employment (not inclusive of overtime or compensatory time calculations) hours worked in that calendar year. In the event of a tie, seniority in grade will be the deciding factor. Hours worked calculations will reset annually, every January 1st.

This provision shall not be applicable to existing vendor agreements in 2024 and shall take effect in 2025 once the City has modified the appropriate ordinance. The City shall seek to have new modified ordinance in place by March 1, 2025.”

10. **ARTICLE XXII – TERM OF AGREEMENT**

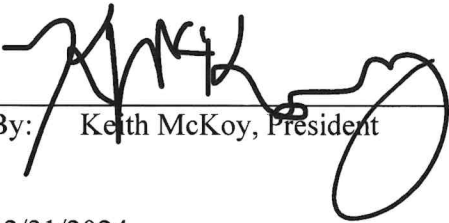
- ¶1 – Eliminate and substitute with the following:

“1. The term of this Agreement shall commence January 1, 2023, and extend through December 31, 2026.”

11. The Union agrees to withdraw grievances with PERC Dkt. Nos. AR-2022-150 and AR-2022-222 with prejudice.
12. This Agreement is subject to ratification by the FOP 111's membership and the City's Governing Body. All other proposals not set forth herein are considered withdrawn.

KM

EAST ORANGE FRATERNAL ORDER
OF POLICE, LODGE NO. 111


By: Keith McKoy, President

12/31/2024
Date

CITY OF EAST ORANGE


By: Solomon Steplight,
Business Administrator

12/31/2024
Date



APPENDIX A
POLICE OFFICER WAGE SCHEDULE

<u>Rank</u>	Eff. 1/1/2023	Eff. 1/1/2024	Eff. 1/1/2025	Eff. 1/1/2026
<u>Patrolman</u>				
Academy	\$35,000.00	\$35,000.00	\$45,000.00	\$50,000.00
Step 1	\$37,813.00	\$37,813.00	\$48,000.00	\$75,000.00
Step 2	\$48,000.00	\$48,000.00	\$75,000.00	\$75,000.00
Step 3	\$63,187.00	\$63,187.00	\$75,000.00	\$75,000.00
Step 4	\$68,768.00	\$68,768.00	\$75,000.00	\$75,000.00
Step 5	\$73,447.00	\$73,447.00	\$75,000.00	\$75,000.00
Step 6	\$78,130.00	\$78,130.00	\$75,000.00	\$90,000.00
Step 7	\$83,879.00	\$90,000.00	\$90,000.00	\$90,000.00
Step 8	\$102,000.00	\$105,000.00	\$110,000.00	\$118,000.00