

NJIT/FOP LIEUTENANTS' UNIT

JULY 1, 2015- JUNE 30, 2019

Agreement Between:

NEW JERSEY INSTITUTE OF TECHNOLOGY

And

FRATERNAL ORDER OF POLICE LODGE 93, LIEUTENANTS' UNIT, NJ FOP
STATE LABOR COUNCIL

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- **DRUG SCREENING POLICY AND PROCEDURE**.....48

This Agreement is entered into by New Jersey Institute of Technology, hereinafter (“NJIT” or “the University”) and Fraternal Order of Police Lodge 93, Lieutenants’ Unit, NJ FOP State Labor Council, hereinafter referred to as (“ Lieutenants’ Unit,”).

ARTICLE I

RECOGNITION

NJIT recognizes the Lieutenants’ Unit, as the sole and exclusive negotiating agent for the purpose of negotiating terms and conditions of employment for all full-time commissioned Police Lieutenants hereinafter referred to as “Lieutenant(s)”; specifically excluding all other Commissioned Police Officers above and below the rank of Lieutenant and all other employees of NJIT.

ARTICLE II

NEGOTIATING PROCEDURE

A. The Lieutenants’ Unit shall present its demands for a successor Agreement to NJIT, in writing, related to terms and conditions of employment on or before October 1, prior to the expiration of this Agreement. On or before November 1, NJIT shall meet with the Lieutenants’ Unit for the purpose of negotiating, in good faith, a mutually acceptable Agreement.

B. Should any provision in or portion of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction or unenforceable by the Public Employment Relations Commission (PERC), such decision of the court/PERC shall only apply to the specific provision or portion thereof, directly specified in the decision. Upon the issuance of final determination, after any and all appeals, the parties agree immediately to meet and discuss a substitute for the invalidated provision or portion thereof.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations, and shall not be changed except by an amendment mutually agreed upon between the parties in writing.

ARTICLE III

MANAGEMENT RIGHTS

A. NJIT retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the law and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, duties, authority, and responsibilities possessed by NJIT may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged and modified by this Agreement.

C. NJIT retains its responsibility to promulgate and enforce the rules and regulations, subject to limitations imposed by law, governing the conduct of and activities of those Lieutenants subject to this Agreement and not inconsistent with the express provisions of this Agreement, recognizing that proposed new rules, policies or modifications of existing rules/policies governing negotiable terms and conditions of employment shall be presented to the Lieutenants' Unit and negotiated upon the request of the Lieutenants' Unit as may be required pursuant to the New Jersey Public Employer – Employee Relations Act, as amended. Request for negotiations shall be made in writing and within thirty (30) days after receipt of notice of the proposed new or modified rule(s) and/or policy (ies).

ARTICLE IV

DUES/FEE DEDUCTION

A. Dues

1. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-15(9) (e), as amended), NJIT agrees to deduct from each paycheck, except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, the Lieutenants' Unit dues and regular assessments of each member of the negotiating unit who furnishes a voluntary written authorization of such deduction on a form acceptable to NJIT.

2. The right of dues deductions for any Lieutenant of the negotiating unit shall be limited to the Lieutenants' Unit and each Lieutenant in the negotiating unit shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been timely filed.

3. The amount of the Lieutenants' Unit dues shall be such amount as shall be certified to NJIT by the Lieutenants' Unit at least thirty (30) days prior to the date on which deduction of dues are to begin.

4. The deduction of Lieutenants' Unit dues made from each paycheck, except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, pursuant hereto, shall be submitted by NJIT to the Lieutenants' Unit before the fifteenth day of the calendar month succeeding that in which such deductions are made, together with a list of names of negotiating unit members from whose pay such deductions are made.

5. The Lieutenants' Unit agrees to save NJIT, its trustees, officers, Lieutenants and representatives, harmless from any action or actions commenced by any member(s) of the negotiating unit against NJIT, for any claim arising out of such deduction and

the Lieutenants' Unit assumes full responsibility for the disposition of any such funds once they have been turned over to them as provided.

6. Errors made by NJIT in the deduction and/or remittance of monies under this Agreement shall not be considered by the Lieutenants' Unit as a violation of this Agreement.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

Subject to the conditions set forth in number 2. below, Fee Assessment, all eligible nonmember Lieutenants in this unit will be required to pay to the majority representative a representation fee, in lieu of dues, of services rendered by the majority representative until June 30, 2015. Nothing herein shall be deemed to require any Lieutenant to become a member of the majority representative.

2. Fee Assessment

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Lieutenants' Unit that more than fifty percent (50%) of the eligible Lieutenants in the negotiating unit are dues paying members of the Lieutenants' Unit.

If, at the signing of this Agreement, the above percentage has not been achieved, the agency fee plan will be continued through the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Then, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated, with proper notice to affected Lieutenants.

On July 1, in each year of the Agreement, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

3. Deduction and Transmission of Fee

After verification by NJIT that Lieutenants must pay the representation fee, NJIT will deduct the fee for all eligible Lieutenants in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Lieutenants' Unit will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Lieutenants' Unit.

NJIT shall deduct the representation fee as soon as possible after the tenth day following re-entry into this unit for Lieutenants who previously served in a position identified as excluded or confidential, for Lieutenants re-employed in this unit from a re-employment list, for

Lieutenants returning from leave without pay, and for previous Lieutenant members who become eligible for the representation fee because of non-member status.

NJIT shall deduct the representation fee from a new Lieutenant as soon as practicable after thirty (30) days from the date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues shall be available to the Lieutenants' Unit only if the procedures herein set out, are maintained by the Lieutenants' Unit.

The burden of proof under this system is on the Lieutenants' Unit.

The representation fee, subject to refund, shall not reflect, however, the costs of support lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the Lieutenants represented, advantages, in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with NJIT.

The Lieutenants shall be entitled to a review of the amount of the representation fee by requesting the Lieutenants' Unit to substantiate the amount charged for the representation fee. This review shall be provided in conformance with the internal steps and procedures established by the Lieutenants' Unit.

The Lieutenants' Unit shall submit a copy of the Lieutenants' Unit review system to NJIT. The deduction of the representation fee shall be available only if the Lieutenants' Unit establishes and maintains this review system in accordance with law.

If the Lieutenant is dissatisfied with the Lieutenants' Unit's decision, he/she may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

The Lieutenants' Unit hereby agrees that it will indemnify and hold NJIT harmless from any claims, actions or proceedings brought by any Lieutenant in the negotiations unit which arises from deductions made by NJIT in accordance with this provision.

C. Amount of Dues/Fees

Prior to the beginning of each contract year, the Lieutenants' Unit, will notify NJIT, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Lieutenants' Unit, to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the dues, assessments and/or representation fee structure during the contract year shall be certified to NJIT at least thirty (30)

days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest practicable time after receipt of the request.

The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

D. Errors or Omissions

NJIT shall not be liable to the Lieutenants' Unit, for any retroactive or past due representation fee or dues for a Lieutenant who was identified by NJIT as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee or dues.

E. Legal Requirements

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

ARTICLE V

RIGHTS OF THE LIEUTENANTS' UNIT,

A. NJIT agrees to recognize those Lieutenants of the negotiating unit, not to exceed three (3), who are designated by the Lieutenants' Unit, as representatives for collective negotiations, by written notice of the names of such Lieutenants in the negotiating unit given to NJIT. This section shall not preclude either party from inviting others to attend collective negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice, shall be given the other party.

B. Representatives of the Lieutenants' Unit, shall be permitted to transact official business on NJIT's property at all reasonable hours provided they first have obtained permission in advance from the Chief of Police/Director of Public Safety, whichever is applicable, or his/her designee, and they do not interfere or interrupt normal NJIT operations or work of any Lieutenant in the bargaining unit, or other NJIT employees or groups of employees.

C. The Lieutenants' Unit shall have the right to post, on mutually agreed bulletin boards, bulletins and notices relevant to official Lieutenants' Unit business which affects the Lieutenants in the negotiating unit.

ARTICLE VI

LABOR/MANAGEMENT COMMITTEE

A. A committee consisting of NJIT and Lieutenants' Unit representatives may meet for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise.

B. Either party to this Agreement may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting. Requests by the Lieutenants' Unit for such a meeting will be made to the Vice President of Human Resources.

C. A maximum of three (3) Lieutenants representatives of the Lieutenants' Unit may attend such meetings. Lieutenants representatives who attend such meetings, during their scheduled work shift, shall be granted time off to attend without loss of pay.

D. The committee meetings are not intended to bypass the grievance procedure, the normal chain of command, or to be considered collective negotiating meetings, but are intended as a means of fostering good labor relations through an exchange of views between the parties to this Agreement.

ARTICLE VII

INVESTIGATION, DUE PROCESS, DISCIPLINE & CHALLENGE

As members of NJIT's Department of Public Safety, Lieutenants are entrusted with the safety and security of university property and its representatives, employees, students, licensees and guests. Failure to perform or negligent performance of a Lieutenant's responsibilities could have serious and unacceptable consequences. Misconduct is on its face, unacceptable and often terminable. A high standard of excellence is expected and must be maintained by all Lieutenants at all times, exemplifying respect, honor, dignity, commitment, integrity and requisite skills. It is against this purpose and expectation that the conduct of Lieutenants will be measured.

A. Management Meetings:

The Department of Public Safety, through its supervisory structure and in accordance with the authorized chain of command, retains as a nonnegotiable prerogative, the right to meet with Lieutenants, at its discretion, to discuss any matter of pertinent business, including, but not limited to, providing information and/or direction, reviewing and/or altering individual and/or departmental responsibilities and providing performance assessment. Except as otherwise specifically provided for in this Agreement, there is no right to Lieutenants' Unit representation for a Lieutenant attending any of these meetings. Attendance and participation at these meetings are not optional with the Lieutenants, but must be adhered to as directed.

B. Investigation:

A Lieutenant's conduct is always subject to investigation where there is a real nexus between the conduct and the Lieutenant's position at the university. Where the Lieutenant is questioned directly as to his/her conduct or his/her knowledge on a matter under investigation and discipline is a foreseeable consequence of the Lieutenant's response he shall be afforded Lieutenants' Unit representation in accordance with law. This type of meeting is called an "investigatory conference" and is preliminary to any charge of disciplinable conduct. This meeting is not a part of a Lieutenant's permanent record except when and unless it is found that the Lieutenant engaged in misconduct in the meeting itself, (i.e., provides false evidence). There is no privilege or immunity in employment in providing false statements or refusing to respond to a direct inquiry, except and only as mandated under applicable law.

C. Due Process:

Prior to invoking formal, final, employment discipline upon a Lieutenant, that is greater in severity than a written reprimand, he/she shall be afforded both notice of any and all charges against him/her and an opportunity to be heard on those charges. No Lieutenant shall be prejudiced in the determination of discipline based upon a decision to remain silent at the meeting or not attend the meeting at all. This meeting is called a due process meeting and all Lieutenants shall be afforded Lieutenants' Unit representation at due process meetings. Legal counsel representing Lieutenants' Unit shall be permitted to attend employment due process meetings where employment charges include or reasonably may be construed to include criminal behavior in violation of New Jersey's Penal Code, as codified in New Jersey Statutes. Where such criminal behavior is a reasonably foreseeable consequence of such charge, the Lieutenant will not be charged or allowed to waive Lieutenants' Unit and/or legal representation without first contacting the Lieutenants' Unit, who shall have a right to then have a representative, including legal counsel, at the meeting.

D. Discipline:

1. Following any investigation deemed necessary by NJIT and requisite due process, where applicable, a Lieutenant may be disciplined for just cause.
2. Discipline under this Article means: official written reprimand, suspension without pay and discharge.
3. Any disciplinary action imposed upon a Lieutenant may be processed as a grievance through the regular grievance procedure.
4. A Lieutenant who is suspended without pay or discharged may file a grievance at Step Three of the grievance procedure.
5. The terms of this Article shall not apply to probationary Lieutenants.

6. Drug Screening – Positive Results

Lieutenants who are tested and test positive for the presence of drugs under the Drug Screening Policy shall be suspended from duty immediately without pay, pending a due process hearing for dismissal from employment. Such Lieutenant may be terminated from employment based upon a confirmed positive result.

The only grievable issues with regard to discipline resulting from a positive drug test are as follows:

- (i.) a challenge to the testing results or procedure;
- or
- (ii.) in the case of drug testing based upon “reasonable individualized suspicion”, a claim that reasonable grounds for testing did not exist.

E. Emergency Suspensions

Pending an investigation, a Lieutenant may be subject to emergency suspension for the following:

- a. The employee is unfit for duty.
- b. The employee is a hazard to any person if permitted to remain on the job.
- c. An immediate suspension is necessary to maintain safety, health, order or effective direction of public services.
- d. The employee has been formally charged with a first, second, or third degree crime.
- e. The employee has been formally charged with a first, second, third or fourth degree crime while on duty, or a criminal act related to his or her employment.

At the time of the suspension, the individual shall be provided with a written statement of the reasons the actions has been taken. A copy of the written statement shall be provided to the Lieutenants’ Unit representative.

F. Grievance Procedure:

1. Any Lieutenant of the Negotiating Unit May Appeal:

- (a) A claimed violation or other improper application by the University of the terms of this Agreement, University rules, regulations or governing policy specifically affecting the grieving Lieutenant's negotiable terms and conditions of employment.

2. Time Limits:

- (a) Failure of a grievant to meet any of the calendar limitations stipulated in the procedure below will constitute a waiver of his/her rights to claim a grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of the designated representative of NJIT to meet the procedural obligations of any step in the grievance procedure, within the prescribed period of time, will give the grievant an automatic right to proceed to the next available step in the procedure. It is understood that nothing contained in this procedure should be construed as limiting the right or propriety of a Lieutenant of the negotiating unit to informally discuss any problem with an appropriate member of NJIT administration.

3. Procedure for Handling Grievances:

(a) Step One

A grievant shall first discuss his/her grievance informally with the Deputy Chief. The grievant may at his/her option, be accompanied by a representative of Lieutenants' Unit. All grievances resolved at Step One shall be without precedent. Copies of written responses/resolutions shall be prepared by the Deputy Chief with copies to the union, employee, Chief of Police/Director of Public Safety, whichever is applicable, and Vice President for Human Resources.

(b) Step Two

- (i) Within five (5) workdays of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if he/she is not satisfied through informal discussion provided for in Step One, submit in writing to the Chief of Police/Director of Public Safety, whichever is applicable, with copies to the Vice President for Human Resources, the claimed facts behind, and basis of the grievance and the desired remedy. Time limits, which begin after the written grievance is submitted, may be mutually extended by the parties only in writing.

(ii) Lieutenants' Unit shall be notified by the Chief of Police/Director of Public Safety, whichever is applicable, in the event the grievant is not represented by Lieutenants' Unit, and a representative shall have the right to be present, at this time and all subsequent steps in the grievance procedure, to present the views of Lieutenants' Unit. The Chief of Police/Director of Public Safety, whichever is applicable, or his/her designee which may be a representative from the Department of Human Resources or other University official, within ten (10) calendar days after receipt of the written grievance, shall meet with the grievant and the representative of Lieutenants' Unit in an effort to resolve the grievance. The Chief of Police/Director of Public Safety, whichever is applicable, or designee shall indicate his/her disposition of the grievance, in writing, within three (3) calendar days of said meeting to the grievant and Lieutenants' Unit and Vice President for Human Resources.

(c) **Step Three**

(i) If the grievant and/or Lieutenants' Unit is dissatisfied with the decision at Step Two of the grievance procedure, or if the discipline grieved consists of a suspension without pay or discharge from employment, directly appealable to the third step of the grievance procedure, the grievant and/or Lieutenants' Unit shall, within seven (7) calendar days of the date of the decision at Step Two (or the date of the notice of suspension or termination, in the case of a direct appeal), file a written grievance with the Vice President for Real Estate Development and Capital Operations, with copies to the Vice President for Human Resources. The grievance shall contain: (1) a brief and concise factual statement of the action grieved, (2) the section(s) of the collective bargaining agreement allegedly violated, (3) the specific policy and/or rule or regulation allegedly violated and (4) the desired remedy.

(ii) Within thirty (30) days of receipt of the written grievance at Step Three, the Vice President for Real Estate Development and Capital Operations or his/her designee shall schedule and hold a hearing for the purpose of determining the standing and merits of the grievance. If the grievance involves a challenge to an imposed disciplinary sanction the grievant may be represented either by their local Lieutenants' Unit representative or legal counsel, provided the Lieutenants' Unit designates such counsel as the representative of the Lieutenants' Unit, or there is an appropriate substitution of representation. In no case shall the grievant be entitled to dual representation of both an Lieutenants' Unit representative released from active duty for purposes of representation and counsel at the Step Three hearing. An

Lieutenants' Unit representative, other than legal counsel may be present and represent the grievant at all non-disciplinary grievance hearings.

- (iii) At least one (1) week prior to the date of the grievance hearing concerning an imposed disciplinary sanction, the University and the grievant shall exchange the following information:
 - (1) All documents which the University relied upon in imposing the disciplinary sanction(s) and all documents relied upon by the grievant in challenging the sanction(s).
 - (2) A list of all witnesses they intend to call at the grievance hearing and a brief summary of the substance of the anticipated testimony.
 - (3) If there is any tangible evidence which forms the basis of the disciplinary action, it shall be described and provided to the grievant's representative for inspection and/or testing, providing that such inspection can be conducted without damaging or compromising the integrity of the evidence.
 - (4) Copies of the grievant's personnel file within the Department of Human Resources.

There shall be no other pre-hearing discovery authorized, including interrogatories, document production, depositions, or similar procedures.

(d) Hearing Procedure:

- (i) The grievance hearing shall be held before the Vice President for Real Estate Development and Capital Operations or his/her designee. Such hearing is not intended to be judicial in nature, and therefore rules of evidence applicable in judicial or quasi-judicial hearings shall not be applied. The hearing officer controls the hearing and in so doing determines what evidence to hear and the manner of presentation of evidence, and advocacy witnesses may be subjected to a relevancy review and determination by the hearing officer. All allowed witnesses will be given paid release time from university duty to testify when called upon. Testimony may be in the form of reply to direct questioning, or may be narrative.
- (ii) A transcript of the proceeding shall be arranged for and made by the University in cases of grievances of disciplinary terminations. The grievant and/or

Lieutenants' Unit shall be entitled to a copy provided that they agree, in advance, to share the cost of transcription. No other recordings of the proceedings may be made (e.g. tape recordings) unless the parties specifically agree, in which case copies of any tapes shall be made available to the non-taping party.

- (iii) The grievant bears the burden of proving his/her grievance (e.g. that there was a violation of agreement, policy, rule or regulation) by a preponderance of the credible evidence. In the case of a disciplinary sanction of a non-probationary Lieutenant, alleging discipline without just cause, the University bears the burden of demonstrating just cause by a preponderance of the credible evidence. Each party shall be permitted to make an opening statement, provided that same is not testimonial in nature.
- (iv) In grievances of disciplinary sanctions, witnesses shall testify under oath, and where the disciplinary penalty is termination, witnesses shall be being duly sworn by the certified short hand reporter transcribing their testimony. The other party may cross-examine the witness upon completion of direct testimony; there will be an opportunity for redirect testimony and re-cross examination. The Step Three hearing officer may, in his/her discretion, limit testimony and rule upon admissibility of evidence based upon relevancy of the testimony, its probative value, the potential for redundancy in cumulative effect, giving due regard both for grievant's opportunity to be heard and the necessity to conduct an efficient hearing that is neither unduly time consuming to the public entity nor directed to matters of limited or no substantial relevancy. Witnesses' testimony shall be factual and not based on hearsay. Only in exceptional circumstances, may expert and/or character testimony be presented by either party, and then only upon a significant proffer that such testimony is directly relevant to a necessary finding in resolution of the underlying grievance, and the relevancy of such testimony would outweigh the administrative burden of hearing such testimony.
- (v) All procedural or evidentiary rulings of the hearing officer shall be final and binding for purposes of this hearing. Upon the close of testimony, the parties may present closing statements summarizing their positions. Upon mutual agreement of the parties, or upon the request

of the hearing officer, written briefs will be provided.

- (vi) The hearing officer may render his/her decision orally at the time of hearing if there is no transcript of the hearing taken and briefs are not submitted, otherwise, he/she will reserve the decision until the transcript and/or briefs are submitted. At that time, the decision will be provided in writing, with copies to the Vice President for Real Estate Development and Capital Operations, if the Hearing Officer is a designee, Lieutenants' Unit, grievant, and the Vice President for Human Resources. Absent agreement by the parties this will occur within thirty (30) days of the receipt of the transcript and/or briefs.
- (vii) In the event the grievance is one that is both appealable and, in fact appealed to either an arbitrator at Step Four or another appropriate forum, the arbitrator (or other appropriate third party) shall be provided a copy of the transcript below and briefs (where such exist) and the written determination of the Vice President for Real Estate Development and Capital Operations or his/her designee. In the case of grievances of disciplinary sanctions, the sole issue before this Step Four forum, which shall be limited solely to a review of the record below, shall be whether the grievant by clear and convincing evidence of record carried his/her burden; the record thereby demonstrating that the hearing officer, in his/her determination, (1) committed a substantial violation of contractual procedure of significant effect or impact or (2) the decisional findings of the hearing officer were wholly arbitrary, capricious or unreasonable, based upon the evidence before him, giving due regard for the hearing officer's ability and authority to assess the credibility of witnesses.

(e) **Step Four**

- (i) If the Lieutenants' Unit is dissatisfied with the decision at Step Three and the alleged grievance involves a violation of this locally negotiated Agreement, as described in the definition of a grievance in E., Grievance Procedure, 1. (a.), Any Lieutenant of the Negotiating Unit May Appeal: above and the Lieutenants' Unit desires and is authorized by law to institute arbitration or other appeal proceedings, it must, within fourteen (14) calendar days of receipt of the Vice President for Real Estate Development and Capital Operations', or his/her designee's reply, give proper notice to either the New

Jersey Public Employment Relations Commission, hereinafter referred to as PERC, or to the Board of Trustees, consistent with the procedures set forth by statute, with a copy to the Vice President for Human Resources and the General Counsel. Any arbitration proceedings shall be in accordance with the rules and regulations of PERC and for grievances of disciplinary sanctions, subject to the parameters limiting the scope of review set forth in (d.) vii. Hearing Procedures, above.

- (ii) The recommendation or decision of the reviewing individual or body shall not in any manner modify or cause anything to be added to or subtracted from this Agreement or any policy of the University.
- (iii) Fees and expenses of an arbitrator where such proceedings are authorized, shall be shared equally by the University and the Lieutenants' Unit. Only with prior written agreement of the parties, shall any other expense or fee contained in this grievance procedure be shared.

4. NJIT will give written notification to the President of the Lieutenants' Unit of grievance hearings or meetings beginning with Step Two for all Lieutenants of the negotiating unit. The President of the Lieutenants' Unit shall also be sent copies of all grievance answers.

5. Decisions of an arbitrator involving minor discipline, as defined by law, shall be final and binding. Arbitration of major discipline, to the extent that it is permitted under current law, shall be final and binding.

ARTICLE VIII

NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all members of the negotiating unit without discrimination in accordance with all State and Federal laws.

B. All references to Lieutenants in the negotiating unit or agents of NJIT in this Agreement are expressly gender neutral and wherever one gender is used it shall be construed to include both male and female Lieutenants and/or NJIT agents.

C. NJIT agrees not to interfere with the right of Lieutenants to become members of this unit, and there shall be no discrimination, interference, restraint, or coercion, by either NJIT or any representative of the Lieutenants' Unit against any Lieutenants because of Lieutenants' Unit membership or lack of membership or because of any Lieutenant's activity or lack of activity in any capacity pertaining to any authorized, legal activities of the Lieutenants' Unit.

D. The Lieutenants' Unit recognizes its responsibilities as negotiating agent and agrees to represent all Lieutenants in the negotiating unit without discrimination, interference, restraint, or coercion regardless of membership or lack of membership in the Lieutenants' Unit.

ARTICLE IX

SENIORITY

A. Recognition:

1. **Probationary Exclusion:** All Lieutenants, appointed after this signing of this Agreement, shall be considered as probationary appointments for a period of eighteen (18) months from the date of appointment as commissioned police Lieutenant.

2. **Retroactive Recognition and Tie Breakers:** Upon completion of such probationary period, seniority as a Lieutenant will be dated as of the initial date of appointment as a Lieutenant. In the event that two (2) or more Lieutenants have the same initial date of appointment, continuous prior commissioned police officer service, continuous university service, and the alphabetical order of their last names, in that order, shall be used to determine their seniority with regard to each other.

3. The Department of Human Resources shall maintain a seniority list of all Lieutenants, a copy of which shall be furnished to the Lieutenants' Unit every six (6) months, normally in January and July.

4. A Lieutenant's seniority shall cease and his/her employment status shall terminate for any of the following reasons:

- (a) Resignation or retirement.
- (b) Discharge for cause.
- (c) Continuous lay-off for a period of two (2) years.
- (d) Failure of a recalled Lieutenant to notify NJIT in writing, within seven (7) calendar days of receipt of notification of recall that he/she intends to accept such offer of re-employment. A Lieutenant accepting such an offer of re-employment must return to active service within fourteen (14) calendar days of such notice of recall unless a later date is agreed to by NJIT. Written notice of recall to work shall be sent by NJIT, by certified mail, return receipt requested, to the Lieutenant's last known address as shown on NJIT records.

- (e) Failure to report for work for a period of three (3) consecutive, scheduled working days without subsequent notification to NJIT of a justifiable excuse for such absence.
- (f) Failure to report back to work immediately upon expiration of vacation, leave of absence, or any renewal thereof, unless failure to return to work is excused by NJIT. Excused failure to return shall not be unreasonably withheld by NJIT.
- (g) Failure to return to work immediately with appropriate, formal certification of the elimination of the disability (or other intervening cause for absences) following exhaustion of authorized leave afforded under and pursuant to this Agreement (Job Abandonment).

B. Application:

1. **Layoff:**

- (a) If a reduction in force is necessary, layoffs shall take place in the inverse order of the date of hire into the Lieutenant's job classification.
- (b) NJIT shall simultaneously provide the Lieutenants' Unit and the Lieutenant(s) concerned a two (2) week notice of layoff. Lieutenants' Unit may request and have scheduled a meeting with the Manager of Labor Relations to discuss possible alternatives; however, the final discretion rests with NJIT.
- (c) When a Lieutenant is scheduled for a layoff due to reduction or reorganization in the workforce, he/she shall be permitted, to the extent permitted by law, to exercise his/her seniority rights to replace (bump) a Sergeant or other commissioned police officer with less seniority provided the Lieutenant with greater seniority is qualified in all respects to perform the work of the bumped officer in accordance with the prevailing job description for that position.

- (i) The Lieutenants' Unit may discuss any questions of "qualifications" with the Manager of Labor Relations through the labor management committee established under Article VI, Labor/Management Committee, of this Agreement.

- (ii) Salary Range and Step placement for a Lieutenant, successfully exercising the contractually authorized bumping privilege, shall be as follows:
 - (1) The Lieutenant shall be placed at the same or nearest higher step on the commissioned police officer salary range or within the Sergeants' salary band from that salary occupied by the Lieutenant prior to layoff, if available in the range and/or band. If not available then the Lieutenant shall be placed at the closest step available within the appropriate range or salary within the band.

- (d) The parties hereto commit to work together toward minimization of departmental, university and bargaining unit disruption caused by implementation of the contractually authorized layoff and bumping scheme.

2. **Recall:**

- (a) The recall period shall be for twenty-four (24) calendar months from the date of original layoff.

- (b) For the period of recall, Lieutenants laid off from their positions shall be entitled to recall, determined by seniority in rank, to the job classification of Lieutenant. Additionally, for the period of recall, Lieutenants laid off from their positions shall be eligible for recall into the commissioned police officer job classification.

- (c) Lieutenants laid off, pursuant to this Agreement, shall retain, in addition to the twenty-four (24) month recall

potential, only those contractual benefits required by law.

- (d) All Lieutenants on recall roster must be recalled to their former jobs, if the job is reinstated, prior to the hiring of new Lieutenants into such positions.

ARTICLE X

OUT OF TITLE WORK

A. When a Lieutenant is temporarily assigned to work in another job title, such assignment may be made for periods up to sixty (60) calendar days unless mutually extended by NJIT and the Lieutenants' Unit. NJIT is not restricted to filling the assignment from only those who apply and in filling such opening shall first consider the qualifications of the applicant and providing such qualifications are equal shall then consider the length of continuous service of the applicant.

1. If NJIT assigns a Lieutenant to temporary work in another job title having a higher salary range, he/she shall, after ten (10) continuous working days in that position, be considered to be working in an "acting capacity" and shall then receive the rate of pay for that position, retroactive to the first day of the temporary assignment. For purposes of this provision only, rate of pay shall be defined as not less than five percent (5%) of the Lieutenant's current base salary.

ARTICLE XI

POSTING, HIRING AND PROMOTION

A. In keeping with NJIT's commitment to affirmative action and equal employment opportunities, all recruitment efforts will conform with the application sections of NJIT's Equal Employment Opportunity/Affirmative Action policies. Accordingly, a permanent job opening which represents a promotional opportunity shall be posted in accord with applicable University policies. Copies of such posting shall be furnished to the Lieutenants' Unit.

B. NJIT's Promotion Policy for Lieutenants promoted from the ranks of NJIT Sergeants shall be to calculate not less than a 7.5% increase to the Sergeant's salary just prior to promotion.

ARTICLE XII

SICK LEAVE

Eligibility	<u>Accrual</u>	Which shows on computerized records as:
Lieutenants, upon promotion or hire	One and one-quarter (1 ¼) days per month, Fifteen (15) working days per full fiscal year.	8.75 hours per month, or 4.04 hours per bi-weekly pay, 105 hours in a full fiscal year.

Bi-Weekly accruals are credited and eligible for usage at the end of the pay period.

Lieutenants shall not be eligible to accrue sick leave while on unpaid leave of any kind, except Military Leave.

Utilization

- Lieutenants may use sick leave when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the attendance of the Lieutenant upon a member of the immediate family¹ who is seriously ill, or whose spouse is hospitalized due to pregnancy. (See also Family Leave)
- Sick Leave may be used for dental, optical, or other medical examinations or treatments when scheduling such appointments during non-working hours is unavailable or not practicable.
- Accumulated Sick Leave may be used to grieve the death and/or attend the funeral of the Lieutenant's immediate family; father, mother, spouse, child, foster child, sister or brother of Lieutenant and relatives of Lieutenants residing in the same household as Lieutenant. Leave utilized for Bereavement under this provision shall be limited to three (3) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the Vice President of Human Resources or his/her designee. Leave taken for purposes of Bereavement must, upon request, be validated through independent written documentation whether anticipated or unanticipated.
- In the event of an early closing, a Lieutenant who is absent due to an authorized pre-approved leave for that day will have his/her accumulated leave bank charged for a full or half day. A Lieutenant who calls out the day of an early closing will be charged the value of a full day against his/her respective leave bank.

Authorization

1. **Anticipated Leave:** Requests to use Sick Leave must be requested as far in advance as practicable and approved by the Lieutenant's immediate supervisor. Approval will not be unreasonably denied. Examples of anticipated Leave, by way

¹ Immediate Family for the purposes of this Article shall mean: Spouse, Child, or Parent.

of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short term care for an ill member of the immediate family. Within a reasonable period of time following utilization of Sick Leave for this purpose the Lieutenant upon request by the University must validate the reason for scheduled Leave by means of written proof that the scheduled purpose of the Sick Leave did occur.

2. **Unanticipated Leave:** Sick Leave that cannot be anticipated in advance, such as sudden illness, must be reported by contacting, as soon as possible and, to the extent possible, within one-half (½) hour after the beginning of the Lieutenant's scheduled workday, the Lieutenant's supervisor or by utilizing such method specifically directed by the Lieutenant's supervisor.

Lieutenants are responsible for reporting their absences, except in emergency situations. Reporting of absences by other persons on a continuous or intermittent basis shall be considered on a case-by-case basis and with medical certification.

Validation

- Upon reasonable suspicion of abuse or patterned absenteeism, the University may require the Lieutenant to provide medical certification for single day or multiple day absences. Prior to or at the time of his/her return to work, the Lieutenant shall provide such medical certification, validating the medical need for absence. Failure to provide such medical certification may result in denial of paid sick leave and/or the absence shall be subject to disciplinary action up to termination of employment.
- If absent for five (5) or more consecutive working days, the Lieutenant must provide medical certification specifically validating the Sick Leave usage. Leave taken for purposes of Bereavement (as above) shall not be counted.
- A Lieutenant absent for unanticipated Sick Leave for any and all periods totaling more than ten (10) days in one (1) fiscal year may be required to submit a medical certification validating the Sick Leave usage. Leave taken for purposes of Bereavement (as above) shall not be counted.
- In any event, a Lieutenant suffering from a certified chronic illness must, at least once every six (6) months, provide the University with medical certification.

Confidentiality of Records

All medical reports and diagnosis provided pursuant to this Article shall remain confidential within the Department of Human Resources subject to such disclosure as may be needed by university officials with a direct need to know.

False reports

Lieutenants, who falsely report the need for sick leave or otherwise deceive or attempt to deceive the University as to the need for sick leave, shall be subject to disciplinary action up to termination of employment even for the first offense.

Sick Leave & Outside Employment

All requests for outside employment, paid or unpaid, while on Sick Leave must be pre-approved, in advance and in writing, by the Vice President of Human Resources and Chief of Police/Director of Public Safety, whichever is applicable, and by the Ethic Liaison Officer as an outside activity. Each request shall be evaluated on a case-by-case basis. Working outside NJIT without prior written approval while on Sick Leave, paid or unpaid, may result in immediate forfeiture of the sick leave and possibly termination of employment.

Unused Sick Leave – Retirement

Subject to the provision of State rules and regulations (N.J.S.A. 11A:6-17) promulgated there under, a full-time Lieutenant who enters retirement, pursuant to the provisions of a State administered or approved retirement system, and has to his/her credit any earned and unused accumulated Sick Leave shall be entitled to receive supplemental compensation for such earned and unused accumulated Sick Leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (½) of the eligible Lieutenant's daily rate of pay for each day of earned and unused accumulated Sick Leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit (currently \$15,000). This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the Lieutenant for payment within one (1) year of the effective date of retirement.

ARTICLE XIII

FAMILY LEAVE

NJIT has long recognized the importance of family issues as an integral component of a responsive human resource environment in which its Lieutenants will prosper. It has heretofore provided a number of benefits including leaves of absence for personal and family reasons. Both State and Federal government have determined to specifically legislate in this regard by affording unpaid leave to Lieutenants under certain specific circumstances. The result demands that NJIT policies, state law and federal law be properly recognized and promulgated in lawful, equitable and contemporary policy. NJIT, therefore, hereby certifies that the University Family Leave Policy (available at http://www5.njit.edu/policies/sites/policies/files/lcms/pdf/Family_Leave_Policy.pdf) incorporates these demands (and shall be interpreted consistent with NJIT's other standing leave policies).

The University may preliminarily designate an employee's absence as Family Leave when:

1. An employee (or a spokesperson on behalf of an employee) notifies the Department of Human Resources or the immediate supervisor of a personal serious health condition or the serious health condition of an eligible family member (listed below).
2. Upon the employee or the supervisor's notification to the Department of Human Resources after 3 consecutive days of paid or unpaid absence.

Family Leave runs consecutively after accumulated sick leave banks are exhausted for a Lieutenant's own serious health condition and Family Leave shall run concurrently with accumulated sick leave for a Lieutenant's eligible family member. Accumulated sick leave balances that exceed the 60 days of Family Leave may continue to be utilized thereafter upon submission of medical certification updates to be provided in intervals of not less than every 30 days.

Family Leave shall be administered in accordance with the Family Leave Policy set out in the University Family Leave Policy (available at http://www5.njit.edu/policies/sites/policies/files/lcms/pdf/Family_Leave_Policy.pdf) It is understood that the Family Leave Policy shall be revised and updated to include mandatory provisions required by State and Federal Law.

ARTICLE XIV

ADMINISTRATIVE LEAVE

A. Administrative Leave

1. Newly hired, full-time Lieutenants shall be granted one-half (½) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the first fiscal year of employment. Lieutenants promoted from the ranks of commissioned police officer or Sergeant shall not be treated as new hires for purposes of this provision.

2. Three (3) administrative leave days per calendar year are granted to all full-time Lieutenants entering their first full fiscal year of employment and annually thereafter. Priorities for granting of leaves are:

- (a) Emergencies;
- (b) Observation of religious or other days of celebration but not public holidays;
- (c) Personal business;

- (d) Attendance at the funeral of an individual other than a member of the immediate family. Absences related to funerals of immediate family members are considered under other provisions of this Agreement; and
- (e) Other personal affairs.

3. Administrative leave shall not be cumulative, and any such leave credit remaining unused by an officer at the end of the fiscal year and/or upon separation of employment shall be cancelled.

4. Requests for administrative leave must be approved by the Chief of Police/Director of Public Safety, whichever is applicable, in advance, except in emergency situations. Emergency situations shall be reasonably verified by the Lieutenant on leave as soon as practicable following utilization of the leave, upon the request of NJIT. Unapproved emergencies are limited to health and safety related matters.

ARTICLE XV

MILITARY LEAVE

A. Military Leave, Without Pay

1. In accordance with State and/or Federal regulations, NJIT shall grant a qualifying employee, who is a member of the U.S. military reserves or the New Jersey State militia or the organized militia of another State, a leave of absence, without pay, for Inactive Duty Service. (An example of Inactive Duty Service is weekend drills.)

2. A qualifying employee granted Military Leave of Absence, without pay, that is less than two (2) consecutive weeks, shall continue to accrue vacation, personal, and sick leave. A qualifying employee granted a Military Leave of Absence, without pay, that is more than two (2) consecutive weeks, shall not accrue vacation, personal, and/or sick leave during such leave of absence

3. A qualifying employee granted a Military Leave of Absence, without pay, may, with advance notice, use accrued vacation, personal leave, or floating holidays. Sick Leave shall not be used for Military Leave of Absence.

B. Military Leave, With Pay

1. In accordance with State and/or Federal regulations, NJIT shall grant a qualifying employee, who is a member of the U.S. military reserves or a member of the organized militia of another State, a leave of absence for up to 30 working days in any calendar

year without loss of pay or benefits for Federal Active Duty Service. NJIT shall grant a qualifying employee who is a member of the New Jersey State organized militia a leave of absence for up to 90 working days in any calendar year without loss of pay or benefits for Federal Active Duty Service.

2. Should the employee be called to active duty service for a national or state emergency or foreign conflict which exceeds the 30 or 90 working days described in A above, NJIT shall grant a leave of absence through the end of that calendar year without loss of benefits and shall pay the employee the difference between their applicable NJIT base salary and their military “base pay” provided the employee provides proof of military service and “base pay”. This is often referred to as Differential Pay and is not currently mandated by Federal or State regulations.

3. If a qualifying employee is eligible for a Military Leave with pay or a Military Leave with differential pay as described above, he/she continues to accrue vacation, personal, and sick leave. Qualifying employees eligible for Military Leave with pay or Military Leave with differential pay shall be entitled to all health and welfare benefits.

C. A qualifying employee who is called to New Jersey State Active Duty Service, for example during a natural disaster or New Jersey State emergency, shall be eligible for a Military Leave of Absence as required by New Jersey State or Federal regulations.

D. A qualifying employee for purposes of this Article shall be defined as any employee who has achieved non-probationary status at least once during his/her current employment with NJIT or a temporary employee who has been employed more than one (1) year. A non-qualifying employee is eligible for Military Leave of Absence, without pay, only.

E. A qualifying employee eligible for Military Leave of Absence, with or without pay, shall not suffer any loss of seniority.

F. Extensions of Military Leave

1. Should a qualifying employee be called to Federal Active Duty Service beyond the first calendar year or subsequent consecutive years, he/she shall be eligible for the paid leave as described in B.1. above effective each January 1st.

2. Should a qualifying employee be called to Federal Active Duty Service beyond the 30 or 90 working days described above in the second calendar year or subsequent consecutive years, NJIT, at its sole discretion, may extend the Military Leave of Absence with differential pay, as described in B. 2. above, for the remainder of that second calendar year or subsequent consecutive years. If NJIT decides not to grant a Military Leave of Absence with differential pay, NJIT shall grant a Military Leave of Absence, without pay, for the remainder of that calendar year.

G. Failure to provide advance notice of call to duty, except in emergency situations, could result in loss of protections under Federal and/or State regulations and shall be just cause

for disciplinary action up to termination of employment. Failure to provide verification of attendance or military pay records may result in delay in pay or benefits until such verification is provided.

H. In the event that Federal and/or State law may be amended to provide a greater benefit to the employee than set forth herein, such law shall supersede the terms of this contract.

ARTICLE XVI

LEAVE FOR LIEUTENANTS' UNIT ACTIVITY

A. NJIT agrees to provide time off without loss of pay for delegates of the Lieutenants' Unit to attend formal union activities provided that the total amount of time without loss of pay during the period of this Agreement shall not exceed a total of twelve (12) days during each year of this Agreement and provided such activities are not, by their nature and content, adversarial to NJIT.

The total number of days of such leave which may be used in each year shall be exclusive of leave provided under the provision of New Jersey law and ordinarily granted under that statute. Leaves for such activities of more than five (5) days duration in each year of the Agreement shall be at the sole discretion of NJIT. Such approval will not be unreasonably withheld.

The Lieutenants' Unit shall request, in writing, approval from the Vice President of Human Resources or his/her designee to use such leave. Such requests shall be made, in writing, no less than two (2) weeks in advance by the Lieutenants' Unit specifying the type of Lieutenants' Unit activity for which time off is sought, the individual(s) to be granted the time off and the maximum amount of time to be utilized.

ARTICLE XVII

OTHER LEAVES OF ABSENCE

A. Extraordinary Leave:

1. Eligibility:

- (a) Any Lieutenant not entitled to or after having exhausted the other leave benefits provided by this Agreement but desiring to remain employed by NJIT may apply for an unpaid leave of absence. This leave is considered an extraordinary leave and will not be routinely granted. A

minimum prerequisite to consideration of leave is a significant period of consistently outstanding service to NJIT.

- (b) In reviewing requests for unpaid leave of absence NJIT will ensure that Article XIII, Family Leave Policy, is fully complied with as prerequisite to its discretionary determination as to whether to grant a request and the parameters on such grant when given. Unless and except as expressly provided for in writing, there shall be no benefits bank accrual during any unpaid leave, nor shall there be any monetary contribution by NJIT on behalf of such Lieutenant except as may be mandated by law, or as otherwise expressly provided for by this Agreement.

2. Procedure:

- (a) Any and all requests for leave of absence under this provision must be made in writing, with specific statement of need for leave, as far in advance of the desired leave as possible. Application for leave must be submitted to the Lieutenant's immediate supervisor, except in such cases where the specific statement of need recites a personal, medical or other extraordinary confidential basis, in which case the full application shall be submitted to the Department of Human Resources, with notice to the immediate supervisor that a request has been made for the duration stated on the application. Following review of the request, a recommendation to either grant or deny the leave will be made and forwarded to the Vice President of Human Resources or his/her designee who will issue the determination.
- (b) Approval, denial or modified approval of the requested leave shall, except in the case of emergency, be provided within two (2) weeks by NJIT. Reason for denial of unpaid leave shall be provided with a denial of leave by NJIT.
- (c) Accepting a position with another employer, while on a leave of absence, except as may be expressly understood as part of the reason for leave and approved by NJIT in advance, will result in forfeiture of the leave of absence and all benefits

derived therefrom or maintained during said leave and immediate termination of NJIT employment.

- (d) Administration of this Article is grievable only on the limited basis that NJIT held no rational basis to deny the requested leave. Problems arising out of the administration of this Article may be referred to the Labor/Management forum for discussion and attempted resolution.

ARTICLE XVIII

HOLIDAYS

- 1. Paid Holidays recognized by the University are:

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

2. In addition to the above, the four days that fall between Christmas Day and New Year's Day shall be considered holiday. Lieutenants who are required to work any or all of these holidays shall be entitled to another day off in lieu of working.

3. A recognized holiday which falls on a Saturday will be celebrated on the preceding Friday. A recognized holiday which falls on a Sunday will be observed on the following Monday.

4. To be eligible for a paid holiday, a Lieutenant must be in a paid status on the last work day immediately preceding the recognized holiday and in a paid status on the first work day immediately after the recognized holiday. A lieutenant on an unpaid leave of absence is not entitled to pay for a holiday falling during such periods.

- i. **Example:** A lieutenant on unpaid Family Leave on July 1, 2, 3, 5, 6, 7, is not entitled to pay for recognized Independence Day (July 4th) holiday.

5. A holiday which occurs during a vacation period, sick leave, or personal leave, is considered a holiday and will not be charged against leave banks.

6. Lieutenants whose employment terminates for any reason is not entitled to pay out for a holiday observed after his/her last day worked.

- i. **Example:** A lieutenant resigning on Tuesday, July 3rd, is not entitled to pay for the recognized Independence Day (July 4th) holiday.

7. There is no waiting period for a lieutenant to be eligible for a paid holiday so long as the recognized holiday occurs after his or her first working day.

8. For the purpose of computing premium pay, all holiday hours, whether worked or unworked, for which a Lieutenant is compensated, shall be regarded as hours worked.

9. The thirteen (13) holidays, annually provided pursuant to this Agreement, constitute the entire paid holiday schedule provided by NJIT. It is expressly intended and understood that there are no additional paid days available to represented Lieutenants except as expressly provided by other provisions of the controlling collective bargaining agreement.

ARTICLE XIX

WORKERS' COMPENSATION

A. A Lieutenant on Workers' Compensation shall receive that payment to which he/she is entitled by law, in accordance with benefit regulation and accompanying procedure in effect at the time of eligibility for Workers' Compensation. Should a Lieutenant wish to supplement that compensation received under New Jersey Workers' Compensation law and regulation to receive the same total salary compensation received when not on Workers' Compensation, he/she may elect to utilize, on an hour for hour basis, his/her sick leave accrual for a period not to exceed six (6) calendar months. The election to supplement Workers' Compensation must be made in a signed writing to the Department of Human Resources, with a copy to the Director of Benefits Administration, and supplementation will be progressive only from the time the request is received by the Department of Human Resources.

B. All requests for outside employment while on Workers' Compensation Leave must be pre-approved, in writing, by the Vice President of Human Resources. Each request shall be evaluated on a case-by-case basis. Accepting a position with another employer without prior written approval while on Workers' Compensation Leave, paid or unpaid, may result in immediate forfeiture of the leave and possibly termination of employment."

ARTICLE XX

MUTUAL AID

Lieutenants, who render aid to another community or law enforcement Agency, while on duty at NJIT and during the course of their employment will be covered by Workers' Compensation and liability insurance as provided by, and in accordance with the existing University and State policies governing same, to the extent allowable by such policies.

ARTICLE XXI

EDUCATIONAL BENEFITS

All Officers, and where applicable their dependents, are eligible to participate in the University's Tuition Remission Plan as set forth in the University's Tuition Remission Policy available at <http://www.njit.edu/policies/pdf/tuition-remission-unaligned-2008-03-27.pdf> and subject to the applicable rules and regulations governing the Plan.

ARTICLE XXII

VACATIONS

A. ELIGIBILITY: All full-time Lieutenants are allotted paid vacation of 20 days {one hundred forty hours²} per year accrued on a bi-weekly basis.

Bi-Weekly accruals are credited and eligible for usage at the end of the pay period.

Lieutenants shall not be eligible to accrue vacation leave while on unpaid leave of any time, except Military Leave.

Newly promoted Lieutenants from the Sergeant's unit, who have already been credited with a years' worth of vacation hours in his or her vacation bank for that fiscal year will not accrue any further vacation time in the fiscal year in which he or she is promoted.

B. CAP UPON ACCRUAL: Unused vacation time may be accrued up to two (2) years vacation accrual at the applicable hourly accrual rate set forth in Paragraph A, at which point hourly vacation time accrued but unused is capped. Vacation accrual recommences once the use of actual vacation time results in a decrease in vacation hours below the capped level of two hundred eighty (280) hours.

C. PAYOUT: Upon separation from employment, lieutenants are entitled to be paid for certain unused accrued vacation, as follows:

Termination for Cause: A lieutenant terminated from employment for cause receives no vacation payout.

Probationary Employment: A lieutenant separated from employment within his/her probationary period receives no vacation payout.

² The use of hourly accruals does not alter NJIT's designation of exempt status.

Voluntary Resignation, Retirement: A Lieutenant separating from employment voluntarily receives no vacation payout. In the event a lieutenant gives written notice of resignation or retirement not less than two (2) weeks prior to the planned date of separation, he/she shall be permitted to utilize up to ten (10) days of accumulated but unused vacation time at any time prior to the date of separation. In the event a bargaining unit member has more than ten accumulated vacation days, he/she may use any additional vacation leave time, with the consent of his/her supervisor. Such approval shall not be unreasonable withheld.

Layoff from Employment or Employment Related Death: A lieutenant separated from employment due to fiscal or re-organizational based layoffs or employment related death receives the lesser of the current value of his/her accrued, unused vacation or 15 days.

D. USE: Utilization of vacation shall be governed by the following:

1. Thoughtfully planned utilization of the vacation benefit is encouraged and expected. Vacation should be scheduled and taken at a time and at intervals that are mutually agreeable to the lieutenant and that lieutenant's designated supervisor, except and only where superseding law and policy allow vacation to be unilaterally invoked by the lieutenant, e.g., when taking Family Leave. It is therefore expected that vacation will be requested of that lieutenant's supervisor well in advance of the desired use by a lieutenant, and sufficiently in advance of suggested use, so that the absence is planned for, and the regular work flow is minimally disrupted.

2. Under normal conditions, vacation periods must not exceed three (3) consecutive weeks.

3. If a regular paid holiday occurs during a Lieutenant's vacation period, an additional vacation day may be scheduled at a time mutually agreeable to the Lieutenant and the Chief of Police/Director of Public Safety, whichever is applicable, or his/her designee.

ARTICLE XXIII

UNIFORMS

A. Newly hired Lieutenants shall be required to purchase their own University, standard issue uniform. After six (6) months of continuous employment in good standing, as a New Jersey Institute of Technology commissioned police Lieutenant, the entire cost of the initial issue shall be reimbursed to said Lieutenants.

B. Each Lieutenant shall be entirely responsible for repair and/or replacement of damaged and/or worn out uniform articles. This responsibility includes the cost of such necessary repair and/or replacement. The Department of Public Safety uniform standards must be maintained and will be enforced.

C. Maintenance of the New Jersey Institute of Technology Lieutenant's uniform shall be the entire responsibility of each Lieutenant, including the cost of cleaning and pressing as necessary.

D. NJIT shall provide the following scheduled annual uniform allowance, for the maintenance, repair, and replacement, to all eligible Lieutenants as follows:

July 1, 2015 – June 30, 2016:	\$1,600.00
July 1, 2016 – June 30, 2017:	\$1,600.00
July 1, 2017 – June 30, 2018:	\$1,600.00
July 1, 2018 – June 30, 2019:	\$1,600.00

Payment of the scheduled uniform allowance shall be semi-annually as follows:

1. A Lieutenant, with less than six (6) months full-time service prior to July 1st of each fiscal year of the program, shall receive one-half (½) of the allowance, further prorated as appropriate, to the nearest month of service, payable the last payroll of the calendar year and one-half (½) of the allowance further prorated as appropriate, and payable the last payroll of that fiscal year.

2. A Lieutenant, with at least six (6) months full-time service prior to July 1st of each fiscal year of the program shall receive one-half (½) of the allowance in the first payroll of that fiscal year and the remainder in the last payroll of that calendar year.

E. The allowance is interchangeable and usable for maintenance and repair and replacement, as needed, on an individual basis.

F. Payment Conditions:

1. All uniform allowance payments, accrued in accordance with provision D. above, and due and owing at the time of ratification of this Agreement, shall be paid in one (1) lump sum to each eligible Lieutenant within one (1) full pay period following mutual written ratification of this Agreement.

2. A condition precedent to eligibility for uniform allowance shall be active or approved inactive employment status at the time of scheduled payment.

ARTICLE XXIV

RETIREMENT*

Lieutenants shall be eligible to participate in available State authorized retirement system(s), consistent with applicable rules and regulations. Should there be changes made in such Plan(s), by legislation, during the terms of this Agreement, all such changes, appropriate to

members of the negotiating unit, shall be made in accordance with the provision of such legislation.

*For information only.

ARTICLE XXV

HOURS OF WORK/PREMIUM PAY

1. For purposes of University accounting only, lieutenants pay is based on a 40 hour work week, as scheduled by the Employer. Effective upon the execution of this Agreement, premium pay at the rate of time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any workweek in which the employee worked. All work performed in a workweek under 40 hours shall be considered paid as a part of the Lieutenant's regular salary and shall not require any additional payments.
2. Eligibility for premium pay shall only be based upon time actually worked, and not include excused time (e.g. vacation, sick, workers compensation, administrative time), and shall not include time not worked, and/or not paid in calculating the weekly hours.
3. Subject to a specialized need, premium pay assignments shall be assigned first by time in rank, then by time in the next lower rank and then by time in the university.
4. There will not be a change in scheduled shift span unless preceded by seventy-two (72) hours notice to the affected Lieutenant(s), except in cases of emergency.
5. If a summer schedule of ten (10) hours per day is adopted, bargaining unit members shall be notified no later than April 1 of each calendar year.
6. Individual Flex-time Schedules: Individual flexible time reporting schedules deviating from the standard workday may be adopted, provided that they are consistent with business necessity and do not impair university operations. Such individual flex-time schedules either altering the starting and ending time, or reducing reporting from five days to four days must be agreed to by the employee and the Chief of Police/Director of Public Safety, whichever is applicable, and approved by the Vice President for Human Resources, who shall keep a record of all approved flexible time arrangements for unit members. Such reporting structures must meet the following minimum standards:
 - a. The schedule must accommodate NJIT's business interests in providing greater service to its constituencies.
 - b. No flex-time schedule will be approved that reduces the minimum number of hours worked in the work week.

- c. The work week will consist of at least four (4) days, and will not be subject to further reduction in days during summer months.
- d. Where a choice of flexible hours cannot be made available to all employees within the same bargaining unit provisions, the most senior member of the unit will be given the right of first refusal on flexible scheduling, provided that such employee is in good standing.
- e. Flexible schedules may be ended, in the discretion of the university, upon two (2) weeks' minimum notice.
- f. It is expressly understood that no flex-time arrangement shall in any way alter the expectations outlined in the unit members' position description (except as may be required as a "reasonable accommodation" to a disability defined by State and Federal law). Further, it is understood that the granting of a flex-time arrangement shall not change situations where the employer, in its sole discretion, may extend the work hours of an employee as necessary.

ARTICLE XXVI

SHIFT DIFFERENTIAL

Only during the term of this Agreement, as restricted by the following parameters, a Shift Premium shall be affected for eligible Officers in the bargaining unit:

1. Any bargaining unit member who is assigned to work a first shift, for a minimum of one hundred and sixty (160) full shifts in a fiscal year under this Agreement, shall be entitled to a one-time cash payment in the amount Eight Hundred Dollars (\$800.00) for each fiscal year of the Agreement in which the minimum is reached.

2. First shift shall be defined for purposes of this provision only, as any shift beginning after 10:00 p.m. on a given day and before 5:00 a.m. on a given day.

3. Shift Premium eligibility is conditioned upon actually working the designated number of shifts, as set out above, in the prescribed time period. Further, an extended workday into a first shift, from any other shift, does not count toward Shift Premium qualification.

7. Payment for Shift Premium will be made in the second full pay period in August of the fiscal year following the year of shift premium qualification.

ARTICLE XXVII

MEAL ALLOWANCE

Effective upon the execution of this contract for fiscal year 2016, officers who are required to work for two (2) hours beyond their regular shift shall be eligible for one meal allowance of twelve dollars (\$12.00) provided the department has not provided a meal to the officer. The meal allowance for fiscal years 2017, 2018 and 2019 shall be twelve dollars (\$12.00).

Meals shall be ordered from NJIT dining facilities, and eaten on campus where NJIT dining facilities are available.

ARTICLE XXVIII

SALARY PROGRAM AND COMPENSATION

Salary Program: July 1, 2015 through June 30, 2019:

It is agreed that during the term of this Agreement, for the period July 1, 2015 through June 30, 2019, the following salary and fringe benefit improvements shall be provided to eligible Lieutenants in the unit, within the applicable policies and practices of NJIT and in keeping with the conditions set forth herein. In order to receive the benefits, as set out hereunder, the Lieutenants must be employed by NJIT at the time of ratification of this Agreement or thereafter.

Subject to the State Legislature enacting appropriation of funds for these specific purposes, NJIT agrees to provide the following benefits, effective at the time stated herein.

1. One-Time Merit Pool and One-Time Recognition Bonus

In recognition of the important work that Lieutenants do and to recognize them for being outstanding role models in the NJIT community, the university shall provide the following:

- a. A one-time, not to base, discretionary salary cash merit pool of a total of two thousand dollars (\$2000) which shall be distributed among the eligible Lieutenants based upon merit in the sole discretion of the Chief of Police, based on the same performance standards as set forth in Article XXVIII.2.d, below.
- b. For Fiscal Year 2016 only, each Lieutenant shall receive a one-time, One thousand dollar (\$1000) salary increase, effective October 1, 2015.

2 Across-the-Board Salary Adjustments

- (a) Effective the first full pay period in July 2015, each Lieutenant, employed on the date this Agreement is signed, shall have their base salary increased by one percent (1%) of their base salary immediately preceding the first full payroll.
- (b) Effective the first full pay period in July 2016, each Lieutenant, employed on the date this Agreement is signed, shall have their base salary increased by one percent (1%) of their base salary immediately preceding the first full payroll.
- (c) Effective the first full pay period in July 2017, each Lieutenant, employed on the date this Agreement is signed, shall have their base salary increased by one percent (1%) of their base salary immediately preceding the first full payroll.
- (d) Effective the first full pay period in July 2018, each Lieutenant, employed on the date this Agreement is signed, shall have their base salary increased by one percent (1%) of their base salary immediately preceding the first full payroll.

3. Merit Compensation Program:

A merit compensation program shall be available to all Lieutenants with at least six full months of service prior to July 1st of the year of awarding each year during the salary program. The program shall be administered as follows:

- (a) The merit pool for Lieutenants will be comprised of the composite base salary of the Lieutenant's employed by NJIT as of June 30th of the year of evaluation of the performance standards.
 - (i) Effective the first full pay of the Fiscal Year 2016, the merit pool for Lieutenants will be set at 1%.
 - (ii) Effective the first full pay of the Fiscal Year 2017, the merit pool for Lieutenants will be set at 1%.

- (iii) Effective the first full pay of the Fiscal Year 2018, the merit pool for Lieutenants will be set at 1%.
 - (iv) Effective the first full pay of the Fiscal Year 2019, the merit pool for Lieutenants will be set at 1%.
- (b) There is no minimum conferral of merit awarding mandated and all merit shall be applied to base salaries.
- (c) **Absence of Discipline:** No Lieutenant who within a given year is suspended and/or who receives more than one written reprimand shall be eligible for a merit increase. A formal investigation into the propriety of a Lieutenant's conduct by the State of New Jersey or a State sponsored authority that could lead to suspension or loss of commissioned officer status will disqualify the Lieutenant from consideration for merit until such time as the investigation fully exonerates said Lieutenant. Less than full exoneration disqualifies the Lieutenant from consideration for merit during the time period that is both the focus of and that which is covered by the investigation. In this regard, less than full exoneration equates to disqualifying discipline. Neither NJIT's imposed disciplinary charges nor NJIT's implemented disciplinary action are of, themselves, "of record", disqualifying a Lieutenant from merit consideration, as long as formal, authorized appeal/grievance procedures are actively and properly utilized and a decision is not yet final and binding.
- (d) **Performance Standards:** All merit compensation shall be based upon total adherence to quality service during the past fiscal year's performance as it relates to the following specific performance standards:
 - (i) **Leadership/Supervision:** As senior officers, each Lieutenant is responsible, in either a consultative or lead role, for the primary supervision, development, and evaluation of the work of subordinate personnel within the Public Safety hierarchy. As such, he or she develops and uses strategies to influence

others, defines problems/issues for employees in a straightforward manner, serves as a role model to others, demonstrating commitment to achieving challenging objectives, and establishes measurable, challenging, and achievable expectations. The individual also holds self and others accountable for achieving established performance expectations, builds support and enthusiasm for the accomplishment of stated goals of the Public Safety Department, provides feedback regarding actual performance against goals and makes fair and consistent recommendations on performance ratings, disciplinary actions and other personnel matters. Supervises, assigns and evaluates the work of subordinate personnel, taking necessary disciplinary actions against subordinate officers, and making effective recommendations to hire or terminate employees.

- (ii) **Quality Assurance/Attention to Detail:** Lieutenants shall accomplish tasks through concern for all areas of Public Safety in relation to the university community. Shows concern for all aspects of their senior officer positions. Accurately checks for processes and tasks and follows up in a timely manner with appropriate persons, including reading police reports/investigations and observing actions in the field. Has the desire to see things accomplished logically, clearly, and well. It takes various forms including monitoring and checking work or information, insisting on the clarity of roles and duties, and setting up and maintaining information systems. Makes effective recommendations to improve administrative and budgetary operations within the Department.

- (iii) **Honesty and Integrity:** Acts in accordance with all university and department of Public Safety policies, procedures and expectations. Acts in accordance with the spirit and letter of the policies, practices and noticed expectations of the university. Comports oneself with

resolute honesty and without situational rendition of pertinent facts. Will not compromise one's responsibility to place the best interests of the department and university over personal gain.

- (iv) **Analytical Thinking/Problem Solving:** As senior officers responsible for public safety administration and policies, Lieutenants are responsible for maintaining operations through the exercise of independent judgment and discretion. As such, each Lieutenant must be able to understand a situation, issue, problem, and prioritize administrative responsibilities. Commits to actions after identifying alternative methods that are based on logical assumptions and information. Takes into consideration available resources, constraints, public safety and university organizational values, and changing environments. This individual breaks down problems, sees basic relationships, establishes multiple relationships, makes complex plans and analyses and occasionally creates concepts.
- (v) **Verbal and Written Communication:** Lieutenants must communicate effectively both verbally and in writing with superiors, peers, subordinates, and all members of the university community in order to provide direction and training, explanation of departmental policies and procedures, laws, legal rights and responsibilities, and be able to resolve, on a local level, complaints, personnel matters and disputes, as well as to disseminate information. As such, he or she expresses ideas effectively in individual and group situations adjusting style and methods to the specific needs of the audience. The individual also thinks through the message or material for presentation in advance and organizes the message or presentation in logical flow, and uses vocabulary and communicative concepts that are appropriate to the audience and communicative purpose.

- (vi) **Attendance:** Punctual in arriving at work, at assigned tours in responding to regular duties and in responding to unexpected circumstances, as well as accountable for their whereabouts at all times while on shift. Remains free from disciplinary sanctions for excessive or patterned abuse of sick leave.
 - (vii) **Appearance:** Uniforms maintained in excellent condition. Uniform attire worn in appropriate manner and time designated. Presents himself/herself, without deviation, in a ready, alert, neat, properly groomed, and fully uniformed manner when necessary, in formally representing NJIT.
- (e) **Review of Performance:** No earlier than forty-five (45) days before the end of the fiscal year of performance review and no later than fifteen (15) days following the end of the fiscal year of performance review (or the signing of this Agreement, whichever occurs first), each eligible Lieutenant's performance shall be reviewed against those "Performance Standards" set out in provision A.3.c. above.
- (i) The standards set out herein, mark categorized attributes of the prototype Lieutenant's professional and personal characteristics that should lead to excellent performance as an NJIT Lieutenant. Those standards will be qualitatively assessed, given the record of performance of each eligible Lieutenant over the preceding year of eligibility and cumulatively over the Lieutenant's term of commissioned police employment. Verbal and written, evaluative correspondence between departmental supervision, and each Lieutenant is pertinent contextual material in qualitative performance assessment against those pronounced standards and will be weighed in ultimate merit determination.
 - (ii) The evaluation of performance against the published standards will be in writing and provided to each eligible Lieutenant within the annual evaluation period set out in (d) (i) (1)

above. Specific descriptions, commendations, and examples of meritorious performance must be set out and verified for merit step awards to be provided to eligible Lieutenants as well as formal certification of the evaluating supervisor(s) (e.g. Deputy Chief, Chief of Police/Director of Public Safety, whichever is applicable) that there are no instances of conduct that would either lead to or cause disqualification from meritorious performance as measured against the published standard.

However, upon contest by the Lieutenants' Unit on behalf of a Lieutenant, as set out below, no more than one (1) supervisory evaluation of non-meritorious performance may be overturned per year of the program. Awards granted on appeal will be charged against the maximum expenditure of monies in the year of award. If sufficient monies are not available, the expenditure due to appeals will be charged against the subsequent merit pool, including the compounded value of the merit award as it affects salary creating the subsequent pool.

(iii) A merit award will be based upon a Lieutenant strictly meeting all performance standards set out herein.

(f) **Appeal Procedure:** There will be a limited appeal procedure available to the Lieutenants' Unit on behalf of one (1) Lieutenant annually, to seek reconsideration of non-awarding of merit to an eligible Lieutenant as follows:

(i) The Lieutenants' Unit may, within thirty (30) days of the published conferral of awards to Lieutenants, file a written appeal on behalf of a Lieutenant's denial of merit pay, based upon the past year's performance, as it relates to the published performance standards and the comparative performance of other Lieutenant's receiving merit pay. The appeal must state, with particularity, the factual basis for a finding of substantial error or misjudgment in the

evaluation that lead directly to a denial of the award. The appeal shall be filed with the Department of Public Safety and copied to the Department of Human Resources.

- (ii) The burden of proof in the appeal rests with the Lieutenants' Unit; it must demonstrate, based upon the record of credible evidence, that it is more likely than not that all performance standards were met or exceeded, including a reasonable finding that there are no instances of conduct that would allow a reasonable person to find such conduct disqualifying of meeting or exceeding the full breadth and depth of performance standards. In addition to this finding, where all merit funds have been spent, it must also be established that the Lieutenant whose performance is being appealed, compared favorably, in meeting or exceeding performance standards, to one or more Lieutenants who received merit.

- (iii) A Merit Appeals Board, consisting of the Vice President for Real Estate Development and Capital Operations the Vice President of Human Resources, or their respective designees and a supervisory, Superior Officer, including the Chief of Police/Director of Public Safety, whichever is applicable, above the level of Police Lieutenant, that has not taken part in the evaluation appealed (as selected by the Lieutenants' Unit) will review the written submission and, at its sole discretion, either review and respond to the record as it stands or call a hearing, within thirty (30) days of submission of the written appeal, to hear oral argument, question the advocates, direct the gathering and submission of evidence not in the record, recess the hearing until all materials it deems necessary are before it or disallow any further gathering or submission of evidence, as it deems most appropriate to efficacious resolution to the controversy and allow for closing statements as it deems relevant to a proper finding.

- (iv) The Merit Appeals Board will issue its decision in writing, to the Lieutenants' Unit, within sixty (60) days of the close of hearing or within ninety (90) days of the Lieutenants' Unit's written submission, if no hearing is called. The decision of the Merit Appeals Board will be final, binding and the exclusive avenue for redress of the administration of the merit pay program.

ARTICLE XXIX

HEALTH BENEFITS

A. State Health Benefits Program

It is agreed that the State Health Benefits Program, and any rules and regulations governing its application, including amendments or revisions thereto shall be applicable to employees covered by this Agreement. The University agrees to continue to participate in the State Health Benefits Program for the duration of this agreement.

It is agreed that changes in benefits or open enrollment periods adopted by the State Division of Pensions and Benefits for State employees are a requirement for continued participation in the State Health Benefits Program and the parties recognize that such changes shall apply to employees represented by the Union. It is agreed that changes, corrections or reinterpretations of the Program promulgated by the State including changes in plan operators, in co-payments and contributions, or other changes or modifications, are applicable to employees covered by this Agreement and shall be incorporated into the Agreement and thereafter be applicable to all employees. It is specifically understood that the provisions of the Pension and Health Benefits Reform 2011 legislation under Chapter 78, P.L. shall be applicable to all employees covered by this agreement.

Where an employee utilizes any type of leave, whether paid or unpaid, he or she shall continue payment of health plan premiums at the same level as those that he paid prior to the leave as applicable under the State Health Benefits Program. . If the premiums are raised or lowered, the employee will be required to pay the then-applicable premium rates.

If the employee charges his accrued vacation, sick, and/or administrative leave accruals for any leave, his share of premiums will be paid by payroll deductions continued in the same method as utilized during active employment status,

If the leave is unpaid, NJIT will advance payment of the employee's health plan premiums for the period of leave (up to three full months) and will bill the employee for those premiums. Prior to the employee's return from leave to active employment status, the Department of Human Resources will advise the employee in writing of the full amount of health plan premiums

advanced on his or her behalf by NJIT. Within seven (7) business days of his return to active employment status, the employee must indicate, in writing, his or her selected method of repayment of the health plan premiums: (1) full repayment through the Bursar's Office within ten (10) business days, (2) additional payroll deduction at the same amount and rate as that of the employee's biweekly payroll deduction for health plan premium payment, or (3) a repayment plan approved, in writing, by the Vice President of Human Resources. If the employee fails to select a repayment option or does not make timely payments, NJIT, upon written notice, may charge additional payroll deductions until the full amount of health plan premiums paid on the employee's behalf during his unpaid leave has been repaid in full.

B. Eye Care Program

1. It is agreed that Eye Care Program shall include all employees and their eligible dependents (spouse, domestic partner, civil union partner and unmarried children under 23 years of age who live with the employee in the regular parent-child relationship). The coverage shall be \$35 for regular glasses and \$40 for bifocal the current plan.
2. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
3. Full-time employees and eligible dependants as defined above shall be eligible for a maximum payment of \$35 on the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
4. Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during the period of July 1, 2015 to June 30, 2017, and one (1) payment for the period July 1, 2017 to June 30, 2019. This program ends on June 30, 2019. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

ARTICLE XXX

DEFERRED COMPENSATION

A. It is understood that the State will continue the program which will permit eligible Lieutenants in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investments are intended to be exempt from current Federal Income Taxation until the individual Lieutenant withdraws or otherwise receives such funds as provided in the plan.

B. It is understood that the State shall be solely responsible for the administration of the Plan and the determination of policies, conditions and regulations governing its implementation and use.

C. The State shall provide literature describing the Plan as well as a required enrollment or other forms to all Lieutenants when the Plan has been established.

C. It is further understood that the maximum amount of deferrable income under this Plan are subject to revision and determination by the Federal Internal Revenue Service (IRS). For the period January 1, 2015 through December 31, 2015, and January 1, 2016 through December 31, 2016, the maximum amount of deferrable income is Eighteen Thousand dollars (\$18,000) for all employees less than 50 years of age and Twenty Four Thousand dollars (\$24,000) for those employees 50 years of age or older.

ARTICLE XXXI

DRUG SCREENING POLICY AND PROCEDURE

NJIT and Lieutenants' Unit agree to the NJIT Public Safety Department Drug Screening Policy and Procedure as set out in Appendix A, Drug Screening Policy and Procedure, herein.

ARTICLE XXXII

JOB ACTION

It is recognized by both NJIT and Lieutenants' Unit that the continued and uninterrupted operation of the University is of paramount importance. Therefore the Lieutenants' Unit agrees that it will refrain from any act contrary to law such as strike, work stoppage, slow down, or other job action during the life of this Agreement and will eschew any threat, encouragement, support or condoning of any such job action.

ARTICLE XXXIII

PARKING

A. Program and Fees

The following parking fees shall be charged and collected through payroll deductions for all members of the bargaining unit desiring to park and duly registering his/her motor vehicle

with the University according to published University regulations, enabling and entitling him/her to daily parking privileges on University premises:

1. All parking at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration or a bargaining unit member's motor vehicle, entitling him/her to parking privileges at the fee schedule rate set out below.
2. Parking fees for all bargaining unit members shall be calculated as .4% (.004) of the member's annual salary, and shall be deducted in twenty-four (24) installments throughout the academic year.
3. For the length of this contract, the following university parking rules will be applicable:
 - a. It will be assumed that all employees currently utilizing NJIT parking will continue to park at NJIT during the upcoming parking permit period and permits will renew automatically.
 - b. Employees who wish to opt-out of parking must notify the Office of Security Systems, Photo Identification, & Parking Services and return their parking permit by no later than June 15th for the July 1- December 31 parking period, and/or no later than December 15th for the January 1 – June 30 parking period.
 - c. There will be no rebates or discounts for partial use of parking permits. Returning a parking permit before the end of a parking permit period will not eliminate the parking fee. Also, unused parking days cannot be used in a new period.
 - d. Employees who request a parking permit for the first time will begin incurring fees as of the date their vehicle is registered with the Office of Security Systems, Photo Identification, & Parking Services.
 - e. New hires who would like to park at NJIT will be provided a parking registration application during their initial onboarding process. The new employee must bring the parking registration application to the Office of Security Systems, Photo Identification, & Parking Services, in order to receive a parking permit. Once the parking permit is issued, the Office of Security Systems, Photo Identification, & Parking Services will notify the Payroll Department to initiate the biweekly parking fee deduction.
 - f. Requests for a hardship exception must be submitted in writing, with the appropriate supporting documentation, to the Office of Security Systems, Photo Identification & Parking Services and will be reviewed and resolved by the University Parking Committee.

ARTICLE XXXIV

DURATION

The provisions of this Agreement shall be effective either (1) as of the dates expressly specified herein or (2) upon the date of mutual ratification as attested by execution hereof, and all portions of this Agreement shall terminate as of June 30, 2019.

ARTICLE XXXV


SUCCESSOR AGREEMENT


The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2019, subject to the provisions set forth in Article II, Negotiating Procedures.

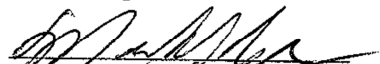
The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between New Jersey Institute of Technology and the Lieutenants' Unit, entered into, as of July 1, 2015 and which will terminate June 30, 2019.

Signed this 23rd day of December 2015.

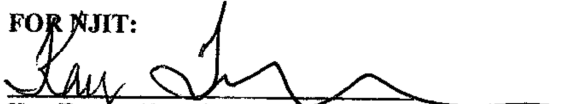
FOR Lieutenants' Unit:

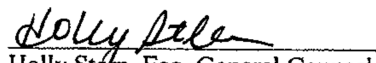

Danny D. Schick, Sr.
Labor Representative
Chief Negotiator

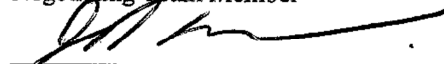

Lieutenant Kevin Kesselman
Negotiating Team Member



Lieutenant Mark Cyr
Negotiating Team Member

FOR NJIT:


Kay Turner, Esq., SPHR, Vice President
Human Resources
Chief Negotiator

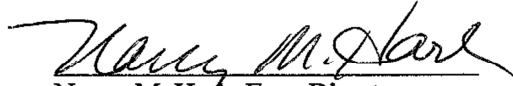

Holly Stern, Esq. General Counsel
Negotiating Team Member


Joseph Marswillo, Chief of Police
Negotiating Team Member


Edward Bishop, Jr., Interim Vice President
for Administration and Treasurer
Negotiating Team Member



Kamal Joshi, Assistant Vice President,
Human Resources
Negotiating Team Member



Nancy M. Hark, Esq., Director
Labor/Employee Relations
Negotiating Team Member

APPENDIX A

NEW JERSEY INSTITUTE OF TECHNOLOGY
PUBLIC SAFETY DEPARTMENT
DRUG SCREENING POLICY AND PROCEDURE



**Standard Operating
Policy & Procedure**

NJ Institute of Technology Department of Public Safety		Title: Law Enforcement Officer Drug Testing		
Issuing Authority: Director Robert Sabattis		Volume: 2	Chapter 16	Pages: 13
References: N.J. Attorney General’s Policies		Distribution/ Special Instruction: All		
Effective Date: *	Review Date:	Revised Date:		

I. Purpose

The purpose of this policy is to deter illegal drug use by law enforcement officers and provides the New Jersey Institute of Department of Public Safety (hereinafter “NJIT DPS”) with a mechanism to identify and remove those law enforcement officers engaged in the illegal use of drugs. Because illegal drug use is inconsistent with the duties, obligations and responsibilities of sworn law enforcement officers, this policy mandates that officers who test positive must be terminated from employment. This policy sets forth uniform methods and procedures for implementing and administering drug testing as well as outlining the duties and responsibilities of the NJIT DPS with respect to the drug testing process. This policy further ensures that procedures for the drug testing of NJIT police personnel are in compliance with the NJ Attorney General’s Law Enforcement Drug Testing Policy.

II. Policy

It is the policy of the NJIT DPS to conduct drug testing of sworn law enforcement officers, law enforcement officer trainees, and applicants for law enforcement officer employment in order to maintain professional standards of performance and to help ensure the trust of the community in those who enforce the laws

III. Definitions

- A. Law Enforcement Officer: Sworn law enforcement personnel who are responsible for the enforcement of the criminal laws of this State, come under the jurisdiction of the Police Training Act, and are authorized to carry a firearm under NJSA 2C:39-6.
- B. Law Enforcement Trainee: Personnel subject to the Police Training Act while attending a mandatory basic training course.
- C. Applicants For Law Enforcement Employment: Persons who, if appointed, will be responsible for the enforcement of the criminal laws of this State and will be authorized to carry a firearm under NJSA 2C:39-6
- D. Random Selection Process: Random selection shall be defined as a method of selection in which each and every sworn member of the law enforcement agency, regardless of rank or assignment, has an equal chance to be selected for drug testing each and every time a selection is conducted.

IV. Procedure

This policy sets forth uniform methods and procedures for implementing and administering drug testing. This policy also outlines the duties and responsibilities of the State's law enforcement agencies with respect to the drug testing process.

V. Types of Drug Testing

Law enforcement drug testing may be categorized according to the employment status of the individual being tested and the method by which the individual was selected for testing. These methods include applicant testing, trainee testing, reasonable suspicion testing and random testing.

A. Applicant Testing

- 1. This policy recognizes that drug testing is an essential component of a pre-employment background investigation. All being considered for employment by NJIT as a police officer must submit to drug testing as part of a pre-employment background investigation. Candidates for employment may be tested as many times as deemed necessary to ensure that the candidates are not engaged in the illegal use of drugs. For example, applicants who have been drug tested as part of

the application process may be tested again if a significant amount of time has elapsed since the previous step in the employment process.

2. During the pre-employment process, NJIT DPS must ensure that it complies with the provisions of the Americans with Disabilities Act (ADA) by refraining from making any medical inquiries. Therefore, the medication information form should not be used at the applicant stage, unless a positive test result requires an explanation by the prospective employee.

B. Trainee Testing

1. Individuals hired as law enforcement officers by NJIT who are required to attend and successfully complete a mandatory basic training course approved by the Police Training Commission are subject to drug testing during their attendance at a police academy. The drug testing of law enforcement trainees will be conducted by the police academy staff under rules and regulations adopted by the Police Training Commission.

C. Sworn Law Enforcement Officers: Reasonable Suspicion Testing

1. NJIT DPS will undertake reasonable suspicion testing when there is reasonable suspicion to believe that a law enforcement officer, prospective law enforcement officer, or law enforcement officer trainee is engaged in the illegal use of controlled substances.
2. Unlike applicant and trainee testing, reasonable suspicion testing requires a decision as to whether the appropriate basis for conducting a test exists (i.e. reasonable suspicion). Reasonable suspicion "requires objective facts which, with inferences, would lead a reasonable person to conclude that drug-related activity is taking, or has taken place and that a particular individual is involved in that drug activity". The reasonable suspicion standard is "less demanding" than the probable cause standard in two ways. First, the amount of evidence needed to satisfy the reasonable suspicion standard is less than that needed to satisfy the probable cause standard. Second, the type of information used to satisfy the reasonable suspicion standard may be "less reliable than that required to show probable cause". The following factors should be evaluated to determine the quality and relevance of the information acquired by NJIT DPS.
 - a. The nature and source of the information;
 - b. Whether the information constitutes direct evidence or is hearsay in nature;
 - c. The reliability of the informant or source;
 - d. Whether corroborating information exists and the degree to which it corroborates the accusation; and

- e. Whether and to what extent the information may be stale.
3. Before a law enforcement officer is ordered to undergo reasonable suspicion testing, the agency shall prepare a written report documenting the basis for the test.

D. Sworn Law Enforcement Officers: Random Drug Testing

1. All sworn members of the NJIT Police Department are eligible for random drug testing regardless of rank or assignment.
2. An officer who has been selected on one or more previous occasions for a random drug test is not excused from future tests.
3. No more than 15 percent (15%) of sworn officers will be selected each time random selection takes place. Random selection will take place on dates chosen by the Chief of Police/Director of Public Safety, whichever is applicable. There will be no prior notice given of the dates of the selection process or the collection of the samples.
4. Officers will be selected for drug testing through the use of random selection process. A representative of the collective bargaining unit shall be permitted to witness the selection process.
5. The selection process and the names of the officers selected will be documented in a written report. The report will be stored in the Internal Affairs File.
6. Officers selected for random drug testing will be notified by a supervisor appointed by the Chief of Police/Director of Public Safety, whichever is applicable and required to submit a urine specimen. The specimen acquisition process will be kept confidential.
7. Any member of this department who discloses the identity of an officer selected for random testing or the fact that a random selection is scheduled to take place prior to the collection of urine specimens shall be subject to discipline up to and including termination.
8. Officers who refuse to submit to a drug test when randomly selected are subject to the same penalties as those officers who test positive for the illegal use of drugs. A sworn law enforcement officer who resigns or retires after receiving a lawful order to submit a urine specimen for drug testing and who does not provide the specimen shall be deemed to have refused to submit to the drug test.

VI. **Specimen Collection Procedures**

A. Preliminary Collection of Specimens

1. The NJIT DPS will designate staff members to serve as monitors of the specimen acquisition process. The monitors should always be of the same sex as the individual being tested. However, in the event there is no member of the same sex available from the NJIT PD to collect the specimens, this agency may request that a member of the same sex from another law enforcement agency serve as monitor of the process.
2. The monitor of the specimen acquisition process shall be responsible for:
 - a. Ensuring that all documentation is fully and accurately completed by the individual submitting the specimen.
 - b. Ensuring that the collection of specimens is done in a manner that provides for individual privacy while ensuring the integrity of the specimen.
 - c. Complying with chain of custody procedures established for the collection of urine specimens and their subsequent submission to the New Jersey State Toxicology Laboratory within the Division of Criminal Justice for analysis.
 - d. Ensuring that prior to the submission of a urine specimen, sworn law enforcement officers and law enforcement trainees shall complete a medication information form (Attachment A) by listing all prescription medication, non-prescription (over-the-counter) medication, dietary supplements and nutritional supplements that were ingested by the officer during the past 14 days. Candidates for law enforcement employment are not required to complete a medication information form at this time.

B. Collection of Specimens

1. Throughout the testing process, the identity of individual law enforcement officers shall remain confidential. Individual specimens and forms shall be identified throughout the process by the use of social security numbers. At no time shall a name appear on any form or specimen container sent to the State Toxicology Laboratory.
2. Specimens will be collected utilizing equipment and supplies approved by the State Toxicology Laboratory. Under no circumstances shall a specimen be collected and submitted for analysis in a specimen container that has not been approved by the State Toxicology Laboratory.
3. The procedures for labeling, collecting and sealing urine specimen containers are set forth in Attachment B.

4. Every effort shall be made to ensure the privacy of individual officers who have been directed to provide a specimen. Therefore, individual officers will void without the direct observation of monitors. This means that while the monitor may be present in the area where individuals void, there can be no direct observation of the officer's production of a specimen. However, it is the responsibility of the monitors to ensure the accuracy and integrity of the test. Therefore, monitors can, among other things, direct an individual officer who has been selected for drug testing to remove outer clothing (jackets, sweaters etc.), empty their pockets, and wash their hands under running water, before they produce a specimen. In addition, monitors may wish to add tinting agents to toilet water and secure the area where the specimens are to be collected prior to conducting individual drug tests.
5. If the monitor has reason to believe that an individual officer will attempt to adulterate or contaminate a specimen, substitute another substance or liquid for their specimen, or compromise the integrity of the test process, the monitor may conduct a direct observation of the individual officer. If a monitor concludes that direct observation is necessary, he or she must document the facts supporting the belief that the officer will attempt to compromise the integrity of the test process before there can be direct observation.
6. After a specimen has been produced, the officer shall seal the specimen container and deliver it to the monitor. The monitor shall take possession of the specimen and ensure that it has been properly labeled and sealed. The monitor must check the temperature tape on the specimen container within five minutes of collection. A reading between 90° and 100° F is acceptable. If the temperature tape does not indicate the acceptable temperature, the monitor must examine the possibility that the officer attempted to tamper with the collection.
7. At the conclusion of the test process, the monitor shall ensure that all chain of custody documentation has been properly completed and make arrangements for the specimen to be delivered to the State Toxicology Laboratory.
8. Individuals who are unable to produce a urine specimen may remain under the supervision of the test monitor until the monitor is satisfied that the individual cannot produce a specimen. While the individual is under supervision, the monitor may direct the individual to drink fluids in an attempt to induce the production of a specimen. If the individual remains unable to provide a specimen after a reasonable period of time, the monitor may have the individual examined by a doctor to determine whether the inability to produce a specimen is the result of a medical or physical infirmity. If there is no valid reason why an individual officer cannot produce a specimen, the inability to produce a specimen shall be deemed a refusal to cooperate with the test process and the appropriate action taken against the officer.

C. Second Specimen

1. NJIT Police Officers and trainees have the option to provide the monitor with a second urine specimen. This second specimen must be collected at the same time and the same place as the first specimen. The second specimen must be given contemporaneous with the first specimen, in other words, during the same void. The second specimen shall be collected in the same fashion as the first specimen. The monitor shall take possession of the second specimen and place it in a secured refrigerated storage area.
2. The NJIT Police Department shall maintain possession of the second specimen for a period of 60 days or until the agency receives notification from the State Toxicology Laboratory that the first specimen tested negative for the presence of controlled substances.
3. The second specimen shall be released for analysis by the law enforcement agency under the following circumstances:
 - a. The agency is notified by the State Toxicology Laboratory that the first specimen tested positive for a controlled substance; and
 - b. The agency is informed by the officer whose specimen tested positive that the officer wishes to have the specimen independently tested; and
 - c. The officer designates a laboratory that is licensed as a clinical laboratory by the New Jersey Department of Health under the New Jersey Clinical Laboratory Improvement Act to conduct the independent test; and
 - d. A representative of the licensed clinical laboratory takes possession of the second specimen in accordance with accepted chain of custody procedures within 60 days of the date the specimen was produced.

VII. Submission of Specimens for Analysis

- A. The State Toxicology Laboratory within the Division of Criminal Justice is the only facility approved for the analysis of law enforcement drug tests conducted under the Law Enforcement Drug Testing Policy.
- B. Urine specimens shall be submitted to the State Toxicology Laboratory as soon as possible after collection. In the event a specimen cannot be submitted to the laboratory within one working day of collection, the law enforcement agency shall store the specimen in a controlled access refrigerated storage area until submission to the State Toxicology Laboratory.
 1. The submission of specimens to the State Toxicology Laboratory will be accomplished by NJIT DPS personnel.

2. All specimens must be accompanied by a medical information form and a specimen submission record (Attachment C). The State Toxicology Laboratory will inspect all documentation to ensure that it has been properly completed.
3. In addition to ensuring that the appropriate documentation has been completed and submitted for each specimen, the State Toxicology Laboratory shall inspect each specimen for damage and evidence of tampering. The Laboratory may reject any specimen it has reason to believe has been tampered with or damaged.

VIII. Analysis of Specimens

- A. The analysis of each specimen shall be done in accordance with procedures adopted by the State Toxicology Laboratory. These procedures shall include but not be limited to security of the test specimens, chain of custody, metabolite cut-off levels and the issuance of test reports.
- B. Candidates for law enforcement employment are not required to submit a medication information form with their specimen. Therefore, if a candidate's specimen tests positive, the NJIT PD, following notification from the State Toxicology Laboratory, must have the candidate complete the medication information form. Once the form has been completed, the agency is responsible for transmitting the form to the Laboratory. A review of the form will be conducted by the medical review officer as outlined above in addition to the testing outlined.

IX. Reporting Drug Test Results

- A. The State Toxicology Laboratory will provide written test results for every specimen submitted for analysis. All efforts will be made to deliver these reports within 15 working days of the submission. Reports will be addressed to the contact person listed on the specimen submission record. Positive test results will be sent to the Chief of Police/Director of Public Safety, whichever is applicable, by overnight express mail.
- B. In some cases, the State Toxicology Laboratory will report that a specimen tested positive for a particular substance and that the information on the medication information form explains the test result. For example, the Laboratory may report that a specimen tested positive for barbiturates and that a prescription medication listed on the form by the officer explains the test result. At this point, it is the responsibility of NJIT to determine whether the officer had a valid prescription. Officers who do not have a valid prescription are subject to disciplinary action including termination by the agency.
- C. Under no circumstances, will the State Toxicology Laboratory provide law enforcement agencies with verbal reports of drug test results. In addition, no individual or agency may ask the Laboratory to conduct a second analysis of a specimen that has already been analyzed by the Laboratory.

X. Consequences of a Positive Test Result

A. Applicants

1. When an applicant tests positive for illegal drug use, the applicant shall be immediately removed from consideration for employment by NJIT PD. In addition, the applicant shall be reported to the Central Drug Registry maintained by the Division of State Police. Any applicant who tests positive will be precluded from consideration for future law enforcement employment by any law enforcement agency in New Jersey for a period of two years from the date of the test.
2. Where an applicant is currently employed by another agency as a sworn law enforcement officer, the officer's current employer shall be notified of the positive test result. Under these circumstances, the officer's current employer is required to dismiss the officer from employment and also report his or her name to the Central Drug Registry maintained by the Division of State Police.

B. Trainees

1. When a trainee tests positive for illegal drug use, the trainee shall be immediately dismissed from basic training subject to rules adopted by the Police Training Commission. In addition, the trainee shall be suspended from employment by his or her appointing authority. Upon final disciplinary action by the appointing authority, the trainee shall be terminated from employment as a law enforcement officer, and be reported to the Central Drug Registry. The trainee shall be permanently barred from future law enforcement employment in New Jersey.

C. Sworn Law Enforcement Officers

1. In the event of a positive test result, the submitting agency shall notify the officer of the results as soon as practical after receipt of the report from the State Toxicology Laboratory. Upon request, the officer may receive a copy of the laboratory report.
2. The officer shall be immediately suspended from all duties. The officer shall be administratively charged and, upon final disciplinary action, terminated from employment as a law enforcement officer.
3. The officer shall be reported to Central Drug Registry maintained by the Division of State Police by his or her employer. In addition, the officer shall be permanently barred from future law enforcement employment in New Jersey.

XI. **Consequences of Refusal to Submit to a Drug Test**

- A. Applicants for NJIT law enforcement officer employment who refuse to

submit to a drug test during the pre-employment process shall be immediately removed from consideration for law enforcement officer employment and barred from consideration for future NJIT law enforcement officer employment. In addition, NJIT shall forward the applicant's name to the Central Drug Registry and note that the individual refused to submit to a drug test.

- B. NJIT law enforcement officer trainees who refuse to submit to a drug test during basic training shall be immediately removed from the academy and immediately suspended from employment. Upon a finding that the trainee did in fact refuse to submit a sample, the trainee shall be terminated from NJIT law enforcement employment and permanently barred from future law enforcement employment with the NJIT PD. In addition, NJIT PD shall forward the trainee's name to the Central Drug Registry and note that the individual refused to submit to a drug test.
- C. NJIT PD sworn law enforcement officers who refuse to submit to a drug test ordered in response to reasonable suspicion or random selection shall be immediately suspended from employment. Upon a finding that the officer did in fact refuse to submit a sample, the officer shall be terminated from NJIT PD law enforcement employment and permanently barred from future law enforcement employment in New Jersey. In addition, NJIT PD shall forward the officer's name to the Central Drug Registry and note that the individual refused to submit to a drug test.
- D. If there is no valid reason why an officer cannot produce a specimen, the officer's actions will be treated as a refusal. In addition, a sworn law enforcement officer who resigns or retires after receiving a lawful order to submit a urine specimen for drug testing and who does not provide the specimen shall be deemed to have refused to submit to the drug test.

XII. Central Drug Registry

- A. NJIT PD shall notify the Central Drug Registry maintained by the Division of State Police of the identity of applicants, trainees, and sworn law enforcement officers who test positive for the illegal use of drugs or who refuse an order to submit to a drug test.
- B. A sworn law enforcement officer who tests positive for illegal drug use or refuses to submit to a drug test, and who resigns or retires in lieu of disciplinary action or prior to the completion of final disciplinary action, shall be reported by his or her employer to the Central Drug Registry and shall be permanently barred from future law enforcement employment in New Jersey.
- C. Notifications to the Central Drug Registry shall be made on the form in Attachment E, and shall be signed by the Chief of Police/Director of Public Safety, whichever is applicable, and notarized with a raised seal. The following information shall be included:
 - 1. name and address of the submitting agency;

2. name of the individual who tested positive;
3. last known address of the individual;
4. date of birth;
5. social security number;
6. SBI number (if applicable);
7. gender;
8. race;
9. eye color;
10. substance the individual tested positive for, or circumstances of the refusal to submit a urine sample;
11. date of the drug test or refusal;
12. date of final dismissal or separation from the agency; and
13. whether the individual was an applicant, trainee or sworn law enforcement officer.

Notifications to the Central Drug Registry shall be sent to:

Division of State Police
Records and Identification Section
P.O. Box 7068
West Trenton, New Jersey 08628-0068

XIII. Record Keeping

- A. The NJIT DPS Internal Affairs Unit shall maintain all records relating to the drug testing of applicants, trainees and law enforcement officers.
- B. For all drug testing, the records shall include but not be limited to:
 1. the identity of those ordered to submit urine samples;
 2. the reason for that order;
 3. the date the urine was collected;
 4. the monitor of the collection process;
 5. the chain of custody of the urine sample from the time it was collected until the time it was received by the State Toxicology Laboratory;
 6. the results of the drug testing;
 7. copies of notifications to the subject officer; and

8. for any positive result or refusal, appropriate documentation of disciplinary action.

For random drug testing, the records will also include the following information:

9. a description of the process used to randomly select officers for drug testing;
10. the date selection was made;
11. a copy of the document listing the identities of those selected for drug testing;
12. a list of those who were actually tested; and
13. the date(s) those officers were tested

References:

Attachment	A	“Drug Testing Medication Information”
Attachment	B	“Instructions For Using the DOX Container”
Attachment	C	“NJ State Specimen Submission Record”
Attachment	D	“Directions to State Toxicology Laboratory”
Attachment	E	“Notification to the Central Drug Registry”

CERTIFICATION

In accordance with controlling university policy and collective agreement,

I, _____ (Lieutenant’s Name), hereby certify as follows:
 (Please Print)

(COMPLETE APPLICABLE SECTION)

1. I am currently employed in active status as a commissioned Police Lieutenant in the Department of Public Safety;

AND

2. I am currently being treated by a licensed health care practitioner with the following duly prescribed, medications:

Medication:	Prescribed by:	Starting date:	End Date:

AND/OR

3. I am currently using, or have used within the last thirty (30) days, the following non-prescription medications or substances for treatment of a health condition:

Medication:	Starting Date:	End Date:

4. I hereby authorize the Chief of Police/Director of Public Safety, whichever is applicable, , Department of Public Safety, or Deputy Chief to contact my health care practitioner(s) specified herein solely for the purpose of confirming that the prescribed medication and/or substances to which I have certified herein was duly prescribed by said health care practitioner(s).

Signed to and Certified by:

 (Signature)
 on this _____ day of _____.