

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the City of Newark ("City" or "Employer") and F.O.P. Lodge No. 4 ("Union" or "Employees"), (collectively, the "Parties") and is effective on the 21st day of November 2024.

WHEREAS, the City and the Union are parties a collective bargaining agreement ("CBA") for the time period of January 1, 2022, through December 31, 2024; and

WHEREAS, the Parties previously agreed to an MOU extending the terms of the CBA for a period of six additional months through June 30, 2025; and

WHEREAS, the Parties now wish to further amend and modify the CBA as described below;

NOW THEREFORE, the Parties agree as follows:

- 1) The Parties agree to a one (1) year trial of a four-platoon, 12-hour shift schedule. The trial will begin on January 20, 2025, and end on December 31, 2025, unless otherwise extended by the Parties. However, the Chief of Police, in his sole discretion, may end the trial at any time by providing thirty (30) days prior written notice to the Union. An agreement to extend the 12-hour shift schedule shall be decided by the parties by December 1, 2025.
- 2) Article III, Section 1(A) of the CBA shall be revised to read as follows:

Employees assigned to the Patrol Division will be scheduled to work a 12-hour shift schedule, consisting of 84 hours over a two-week period. Employees' regularly scheduled shift hours will total 24 hours in one week and 60 hours in the other. Overtime pay will be applied to hours worked above 84 hours in the two-week period. The two-week period will begin on Monday at 12:01 a.m. and continue through 12:01 a.m. on the second Monday following the beginning of the period.

Employees not assigned to the Patrol Division shall be scheduled to work not more than forty (40) hours in one week. Overtime pay will be applied to hours worked above 40 hours in one week. For purposes of overtime pay, the week shall begin at 12:01 a.m. on Monday and end the following Monday at 12:01 a.m.
- 3) The Department will implement a four (4) platoon structure during the trial. Due to the elimination of an existing platoon, at the Chief of Police's discretion, a Sergeant and a Master Corporal may be either reassigned or a Sergeant and/or a Master Corporal position may be left vacant if such vacancies exist at the beginning of the trial or subsequently occur during the trial period.
- 4) A copy of the 12-hour schedule is attached to this MOU as Appendix 1.

- 5) The Parties further agree to modify Article III, Section 3(C) to read as follows

If any employee is required to work on any of said holidays, they shall be paid at the regular overtime rate and shall be given commensurate time off based on the actual number of hours worked on the holiday. If the employee has a balance of one hundred seventy-six (176) hours of compensatory time, the employee shall receive holiday pay in lieu of compensatory time.

- 6) Article III, Section 4(J) of the CBA shall be revised to read as follows:

A "Rotating Shift Schedule" shall be defined as a schedule which requires an employee to perform regular, non-overtime work on each of the two shifts- days and nights - during one two-week schedule cycle.

- 7) This MOU shall take effect immediately upon ratification by the Union and approval by Newark's City Council.

CITY OF NEWARK

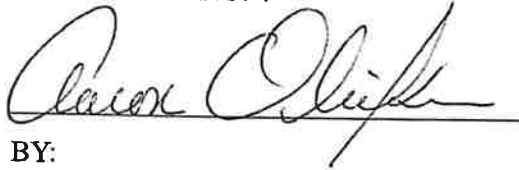


BY:

November 18, 2024

Dated:

F.O.P. LODGE NO. 4



BY:

11/21/24

Dated: