

FINAL MEMORANDUM OF UNDERSTANDING
Fraternal Order of Police

All provisions of the prior collective agreement will continue as part of the new collective agreement, except for the following:

1. Article **28** shall be deleted, and replaced with the following:

Eligibility for the College's Tuition Remission Program shall be allowed based on the following stipulations. A member shall not take courses during a normal workday or part thereof, unless there are extenuating circumstances approved by the appropriate area head and the Executive Vice President/Provost.

A. TUITION WAIVER

I. ELIGIBILITY

- a. The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse or dependent child (as defined by IRS Code) accepted for enrollment in a degree program at Essex County College.
- b. The College shall provide waiver assistance only to the extent that expenses are not covered by financial aid, discounts, subsidies, grants, scholarships, or other tuition support.
- c. The member, spouse or dependent child shall successfully complete the course to qualify for subsequent waivers. Successful completion shall be defined as receiving a minimum grade of "C" in the course.

- II. ON-CREDIT COURSES** - Tuition remission shall be granted to the member for non-credit Continuing Education Unit fundable courses directly related to the employee's job.

B. TUITION REIMBURSEMENT

I. ELIGIBILITY

- a. A member accepted for enrollment in a Bachelor, Master or Doctorate degree program, at an accredited institution of higher education, shall be eligible to receive seventy-five percent (75%) of the tuition charged at the Rutgers undergraduate rate for undergraduate course work and seventy-five percent (75%) of the tuition charged at the Rutgers graduate rate for graduate course work.
- b. Member shall be in pay status during the course for which tuition reimbursement is requested.
- c. Member most recent performance evaluation shall reflect a "meets standards" or higher overall evaluation rating.

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- d. Member shall have a minimum of one year of continuous employment to be eligible for participation.

II. REIMBURSEMENT

- a. Member shall be eligible to request tuition reimbursement for a maximum of twenty four (24) credit hours in a Bachelor degree program or fifteen (15) credit hours in a Master or Doctoral degree program, per academic year (September through August).
- b. Reimbursement shall be restricted to courses necessary to earn an initial Bachelor, Master or Doctoral degree, unless otherwise approved.
- c. Member shall successfully complete the course to qualify for tuition reimbursement. Successful completion shall be defined as receiving a minimum grade of "C" in undergraduate and "B" in graduate courses.
- d. The College shall provide tuition reimbursement only to the extent that expenses are not covered by discounts, subsidies, grants, scholarships, or other tuition support.
- e. The member shall submit an official grade report and receipt of tuition paid to obtain reimbursement.
- f. Reimbursement application shall be submitted within 60 days of course completion.

III. REIMBURSABLE COURSES

- a. The member's selected degree program shall receive prior approval from the appropriate area head and the Provost. The decision of the Provost is final, binding, and not subject to arbitration.
- b. The degree program shall be relevant to the individual's position, or a higher position at the College, or the individual is enrolled in a degree program that is deemed relevant by the College.
- c. Any courses offered by Essex County College shall be excluded from reimbursement.

IV. EMPLOYMENT OBLIGATION: A member, who resigns from the College within two years from the completion of a Bachelor, Master or Doctorate course, shall repay the College as described in the Tuition Reimbursement Agreement.

2. Article **31** shall be deleted, and replaced with the following:

The College shall provide uniforms to newly hired Police Officers free of charge. The College shall provide a \$1,300 annual stipend for maintenance of uniforms and shoes, half to be provided in December and half to be provided in June. For unit members who have not worked the entire calendar year, the stipend shall be paid on a pro rata basis, based on actual months of service for that calendar year.

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3. Replace Article 45 (SALARY/LONGEVITY), with the following:

A. SALARY

- 1) Effective July 1, 2006, each unit member's base salary shall be increased by 0%.
- 2) Effective July 1, 2007, each unit member's base salary shall be increased by 3%.
- 3) Effective July 1, 2008, each unit member's base salary shall be increased by 3%.
- 4) Effective July 1, 2009, each unit member's base salary shall be increased by 3%.

B. ONE-TIME SERVICE PAYMENT

Effective on the ratification date of this Agreement, each unit member shall receive a one-time payment, which shall not be made part of the member's base salary. The amount of the payment will be based upon the member's length of service with the College as of July 1, 2006, as follows:

Less than 10 complete years of service: \$900

Between 10 and 15 complete years of service: \$1,300

Between 15 and 20 complete years of service: \$1,800

Greater than 20 complete years of service: \$2,300

C. LONGEVITY PAYMENTS

- 1) Should any unit member reach the 5th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$600 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.
- 2) Should any unit member reach the 10th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$850 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.

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3) Should any unit member reach the 15th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$1200 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.

4) Should any unit member reach the 20th, 25th, 30th, or 35th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$1500 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.

4. Replace present Article 46 (DURATION) with the following:

This Agreement shall become effective **July 1, 2006**, and shall remain in full force and effect for a period of four (4) years until 12:00 midnight, **June 30, 2010**. The parties agree that, during the 2008-09 academic year, they will meet to reopen negotiations as to revisions to be sought by the College with regard to Articles 26 (parking), and 33 and 37 (benefits).

RATIFICATION: This MEMORANDUM OF AGREEMENT shall be subject to ratification by members of the Fraternal Order of Police Lodge No. 99 of Essex County College and by Essex County College Board of Trustees. It shall not be enforceable absent such ratification.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this ____ day of August 2007.

ESSEX COUNTY COLLEGE:

FRATERNAL ORDER OF POLICE:

A. Zachary Yamba 9/26/07
A. Zachary Yamba, President DATE

A. Gillis 8-16-07
Andre Gillis, President DATE

Vernell Patrick 9/26/07
Vernell Patrick, Executive Vice President/Provost DATE

Thomas Walker 8-16-07

[Signature] 9-2-07

G. Mendez 8/16/07

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REQUEST FOR BOARD ACTION

TO:	BOARD OF TRUSTEES	Date
FROM:	The President	August 22, 2007
SUBJECT:	MEMORANDUM OF UNDERSTANDING ESSEX COUNTY COLLEGE FRATERNAL ORDER OF POLICE ASSOCIATION	Request Number 7-1931

WHEREAS, The Essex County College Fraternal Order of Police Association is the recognized negotiating agent for the labor unit comprised of Fraternal Order or Police Association members; and

WHEREAS, Essex County College and the Essex County College Fraternal Order of Police Association have engaged in negotiations for an agreement for the period July 1, 2006 through June 30, 2010; and

WHEREAS, The Fraternal Order of Police Association members ratified the attached Memorandum of Understanding at its meeting held on August 16, 2007;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Essex County College that the Memorandum of Understanding with the Essex County Fraternal Order of Police Association for the period July 1, 2006 through June 30, 2010 be approved.

Executive Responsible for Recommendation	Final Disposition
A. Zachary Yamba, President	
Board Approval Date	