

MEMORANDUM OF AGREEMENT
BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND
ESSEX COUNTY COLLEGE FRATERNAL ORDER OF POLICE - LODGE #99

This Memorandum of Agreement amends the agreement between the Essex County College Board of Trustees and the Essex County College Fraternal Order of Police – Lodge #99 (FOP) entered into on this 34 day of April 2013, and shall be effective for the period July 1, 2012 through June 30, 2016. All prior agreements, amendments and provisions are incorporated by reference into this Memorandum of Agreement and shall remain in full force and effect.

All provisions of the above-referenced Collective Bargaining Agreements shall remain unchanged during the duration of the contract with the following exceptions:

ARTICLE 8 – PERSONNEL FILE

- B. Upon written notice of at least one (1) day to the Human Resources Department, the personnel file shall be open to the member of the negotiating unit in a specified location in the Human Resources Department on a working day, between the hours of 9:00 a.m. to 3:00 p.m. upon the signature of the member of the unit requesting to see the personnel file. The time for review shall be kept to an absolute minimum, but in any event, not exceeds **sixty (60) minutes**. The following material contained in the personnel file shall not be made available to the individual:
- (1) Character and job references from outside sources.
 - (2) Placement records which contain references from outside sources.
 - (3) Transcripts restricted by the sending institution.
 - (4) Other confidential references or confidential information obtained from outside the College.

ARTICLE 18 – HOLIDAYS

- A. The College shall grant members of the bargaining unit and those covered by this Agreement the following holidays off with the employees' regular hourly rate:
- New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Good Friday
 - Memorial Day

- Independence Day
- Labor Day
- **Columbus Day**
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- Work days between Christmas and New Year's Day
- Employee's Birthday or a substitute day mutually agreed upon by the Department Head and employee, occurring within fifteen (15) working days of the birthday.
- All other holidays officially declared by the College. An announcement shall be made at the beginning of the academic year indicating the specific holidays which will be observed for that year.

ARTICLE 24 – BEREAVEMENT LEAVE

- A. All non-probationary employees covered by this Agreement shall be granted paid time off for working days lost immediately following the date of death of members of an employee's family for the purpose of attending the funeral. The immediate family and the number of days allowed for each are as follows:

Parents, spouse, domestic partner , child	5 days
Brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather and any other relatives residing in the household	3 days

ARTICLE 28 – TUITION WAIVER

Article 28 will be titled **TUITION BENEFITS**.

- B. This article is amended to add the following:

DEGREE ATTAINMENT: A member earning an initial degree shall receive a lump sum base salary adjustment, the beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of: Bachelor degree \$2,000; Master degree \$3,000; Doctorate degree \$4,000. This degree attainment provision shall apply only for degrees earned on or after July 1, 2012.

ARTICLE 45 – SALARY/LONGEVITY

A. SALARY

- 1) Effective July 1, 2012, each Unit's member's base salary shall be increased by 0%.
- 2) Effective July 1, 2013, each Unit's member's base salary shall be increased by 2%.
- 3) Effective July 1, 2014, each Unit's member's base salary shall be increased by 2%.
- 4) Effective July 1, 2015, each Unit's member's base salary shall be increased by 2%.

B. ONE TIME ADJUSTMENT

Effective on the ratification date of this Agreement, each unit member shall receive a one-time adjustment, which shall be made part of the member's base salary. The amount of the adjustment will be based upon the member's job title as of July 1, 2012, as follows:

Police Officer:	\$5,000
Sergeant, Lieutenant, Captain:	\$7,000

ARTICLE TBD – VACANT POSITIONS

If a vacancy shall occur in any position covered by this Agreement, or should a new position be developed, notice of said vacancy or opening shall be then given to the Association and all unit members in accordance with normal College policy for publicizing such vacancies or openings.

ARTICLE TBD – MEDICAL REIMBURSEMENT

Unit members shall be entitled to physical examinations, laboratory tests and vision examinations of their own choosing, and shall be eligible for unduplicated reimbursement for such examinations up to a maximum of \$350 per contract year. Such reimbursement may include eyeglasses prescribed and purchased as a result of an eligible vision examination, within the \$350 maximum.

The unit member shall submit all applicable bills first to the New Jersey State Health Benefits basic plan carrier and major medical carrier. Claims to the College under this section shall be only for amounts declined by New Jersey State Health Benefits Plan carriers or for ineligible items, and the unit member shall be responsible for submitting to the Director of Human Resources, applicable physical or laboratory bills, with member's name, date and procedure, and statement of benefits from primary carrier and major medical carrier. All claims for the preceding contract year shall be submitted once

between July 1 and July 31 of the next contract year. This provision shall apply only for applicable bills incurred on or after July 1, 2012.

ARTICLE TBD – AGREEMENT TO REOPEN

- A. **RETIREMENT HEALTH BENEFITS:** The parties agree to re-open this agreement for further negotiations regarding the Retirement Health Benefits Chapter 88, Laws of 1973 and 1981. The parties agree to commence negotiations on or before June 30, 2014.

ARTICLE 46 – DURATION

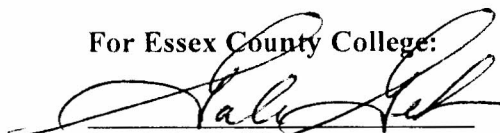
This Agreement shall become effective July 1, 2012 and shall remain in full force and effect for a period of four (4) years until 12:00 midnight, June 30, 2016. The parties agree that, during the 2016 contract year, they will meet to re-open negotiations for a successor Agreement.

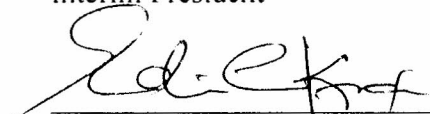
The parties hereby agree that any provisions of this Memorandum of Agreement should conflict with any prior agreements, amendments or provisions; the terms of this agreement shall govern.

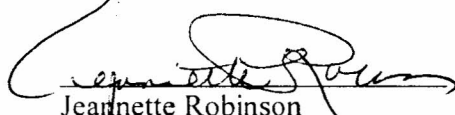
Upon final ratification, where required, articles will be renumbered.

RATIFICATION: This Memorandum of Agreement shall be subject to ratification by members of the Essex County College Fraternal Order of Police - Lodge #99 and by the Essex County College Board of Trustees. This agreement shall not be enforceable absent such ratification.

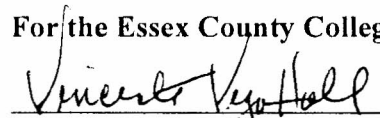
For Essex County College:

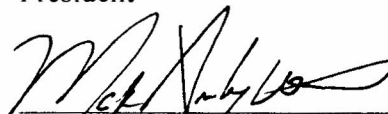
 5/28/13
Dr. Gale E. Gibson Date
Interim President

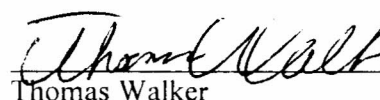
 5/21/13
Dr. Edwin Knox Date
Interim Vice President
Chief Academic Officer
Academic Affairs

 5-21-13
Jeannette Robinson Date
Director, Human Resources

For the Essex County College FOP:

 4-24-13
Vincent Vega-Hall Date
President

 4-24-13
Mark Williams Date
Vice President

 4-24-13
Thomas Walker Date
Treasurer and Secretary

APPENDIX A

APPENDIX A

**FRATERNAL ORDER OF POLICE (FOP)
TITLES, SALARY MINIMUMS AND
SHIFT DIFFERENTIAL RATE**

<u>Titles</u>	<u>Minimum</u>
Probationary Officer	\$38,000.00
Police Officer	\$41,200.00
Sergeant	\$45,200.00
Lieutenant	\$49,200.00
Captain	\$53,200.00

<u>Shift</u>	<u>Rate</u>
First	\$1,000.00
Third	\$ 800.00
Swing	\$ 850.00

An EMT certified Police Officer shall receive a \$600 annual stipend.

A Police Officer who serves as a Firearm Instructor shall receive a \$400 annual stipend.



ESSEX COUNTY COLLEGE

BOARD OF TRUSTEES

Request for Board Action

Approved by
Board of Trustees

4-1-13

Subject:	Personnel – Contract Ratification, Essex County College Fraternal Order of Police -Lodge #99
Contact:	Dr. Gale E. Gibson, Interim President (973.877.4462)
Meeting Date:	May 21, 2013
Agenda Item No.:	4-1/05-2013

RECOMMENDATION: It is recommended that the Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Fraternal Order of Police - Lodge #99, for the period July 1, 2012 through June 30, 2016.

BACKGROUND AND RATIONALE: The Essex County College Fraternal Order of Police - Lodge #99 is the recognized negotiating agent for the labor unit comprised of Essex County College Fraternal Order of Police - Lodge #99 members. Essex County College and the Essex County College Fraternal Order of Police - Lodge #99 have engaged in negotiations for an agreement for the period commencing retroactively from July 1, 2012 through June 30, 2016.

The Essex County College Fraternal Order of Police - Lodge #99 members ratified the attached Memorandum of Agreement (MOA) on Wednesday, April 24, 2013.

FISCAL NOTES: The negotiated settlements for the 2012-13 and the 2013-14 years are comprehended in the College's annual operating budgets. Future year settlements will be comprehended in the College's annual operating budgets for the fiscal periods 2014 through 2016.

RESOLUTION: It is recommended that the Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Fraternal Order of Police - Lodge #99 for the period July 1, 2012 through June 30, 2016.