

**MEMORANDUM OF AGREEMENT**  
**BETWEEN ESSEX COUNTY COLLEGE BOARD OF TRUSTEES**  
**AND ESSEX COUNTY COLLEGE FRATERNAL ORDER OF POLICE LODGE No. 99**

This Memorandum of Agreement amends the October 2018 agreement (“Agreement”) between the Essex County College Board of Trustees and the Essex County College Fraternal Order of Police Lodge No. 99 and is entered into this 21st day of June 2022 (“June 2022 Memorandum”) and shall be effective July 1, 2018 through June 30, 2024. This is a six (6) year contract. All prior agreements, amendments and provisions are incorporated by reference into this Memorandum of Agreement and shall remain in full force and effect.

The parties agree that they will meet and confer subsequent to the execution of this Memorandum of Agreement to prepare this Memorandum of Agreement and any other applicable Memorandum of Agreement into a consolidated Collective Bargaining Agreement.

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

- I. The Union agrees to abide by the College’s computer usage policies in effect when utilizing the College’s network for permissive interactions with Union members and their respective representatives.
- II. No Side Letter item(s) shall continue to prevail and unless it is included in this MOA.
- III. The Parties agree to follow the existing Attorney General Guidelines at the time of any disciplinary action taken by the College against a unit member. If internal policies conflict with Attorney General Guidelines, Attorney General Guidelines will take precedent.
- IV. Upon written notice of at least one (1) day to the Public Safety Department, the Internal Affairs file of each member of the negotiating unit shall be open to the member in a specified location in the Public Safety 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 file. The time for review shall be kept to an absolute minimum, but in any event, not exceeds sixty (60) minutes. The individual member shall have the right to respond to any non-confidential document within ten (10) days from its placement in the member’s file. Acknowledgement that the employee had the opportunity to review the material shall be by affixing the member’s signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof.

## ARTICLE 1 RECOGNITION – THE COLLECTIVE BARGAINING UNIT

- Replace with new language as 1-A:

### A. INCLUDED:

The Board of Trustees of Essex County College hereby recognizes the Essex County College Fraternal Order of Police Lodge No. 99 as the exclusive bargaining representative as designated in Chapter 303, New Jersey Public Law of 1968 as amended by Chapter 123, Public Law 1974, for all Regular Full-Time Staff Employees and Part-Time Employees as defined in Article 2 herein or as otherwise defined as being included pursuant to the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.) employed by Essex County College in job titles in the titles listed in Appendix A and all other similar job classifications which may be added during the contract term.

- Replace with new language as 1-B:

### B. EXCLUDED:

Excluded shall be all employees in those job classifications or titles directly covered by other collective bargaining agreements currently in existence by and between the College and other collective bargaining agents together with work-study students, Casual Employees as defined herein in Article 2 or as otherwise defined as excluded pursuant to the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq., and confidential employees designated by the College.

## ARTICLE 2 DEFINITIONS

- Replace with new language as 2-H:

The term “Part-Time Employee” shall refer to those employees working 24 hours or less per week, but not less than four (4) hours per week over a period of 90 days. Part Time Employees shall remain “at will” employees. Such employees are not entitled and/or eligible to the fringe benefits provided herein.

- Replace with new language as 2-I:

The term "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months, or for the periods of a Regular Full-Time Staff Employee’s leave as provided in the contract, and who, at the time of hire, are given a specific termination date. The College may extend the three (3) month period for one (1) additional three (3) month period. Thereafter, a decision must be made that the employee automatically becomes

Regular Full-Time Staff Employee or is terminated. Such employees are not entitled and/or eligible to the fringe benefits provided herein.

- Re-letter 2-J to 2-K and replace with new language as 2-J:

The term “Casual Employee” shall refer to those employees who work an average of fewer than four (4) hours per week over a period of 90 days as defined in the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq. Such employees are not entitled and/or eligible to the fringe benefits provided herein.”

**ARTICLE 5 FRATERNAL ORDER OF POLICE LODGE NO. 99**  
**RIGHTS AND RESPONSIBILITIES**

- Paragraph A shall be amended to include the following:

A (5) All employee information in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A5.11, et. seq.

- Replace with new language as 5-B:

Duly authorized representatives of the Fraternal Order of Police Lodge No. 99, as certified by the Director of Human Resources and by the President of the Fraternal Order of Police Lodge No. 99 and who are employed at the College, shall be permitted time to transact Official Fraternal Order of Police Lodge No. 99 business on College property so long as it is on non-work time (such as "meal" time), and so long as there shall be no interruption of normal College operations or student activities, and so long as there shall be no interference with the work time of other members of the bargaining unit. “Official Fraternal Order of Police Lodge No. 99 Business” shall include the right to meet with individual employees and conduct meetings with newly hired employees as set forth in the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.

- Add new language as 5-G:

The Fraternal Order of Police Lodge No. 99 shall have the right to use the email systems of the College to communicate with Fraternal Order of Police Lodge No. 99 members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.

## ARTICLE 15 VACATIONS

- Retain with no changes to the existing language for 15-A, 15-B, 15-C, and 15-E.
- Revise the language for 15-D and 15-F:
  - D. The Department Head shall have the right to schedule vacations throughout the entire year in accordance with the best interests of the operation of the department and the needs of the College. Vacation request must be submitted in writing at least three (3) weeks in advance and be approved by the Department Head or his/her designee. Requests for any unused accrued vacation must be submitted by May 1<sup>st</sup> of the current contract year so the department will have ample time to schedule and staff the needs of the department for the remainder of the current contract year. Requests received by May 1<sup>st</sup> shall be posted by May 30<sup>th</sup> for the current year. A single vacation request for 10 days or more require approval by the Department Head and by the respective Area Head, or their designees. Such approval shall not unreasonably be withheld if the operations of the department shall not be impaired.
  - F. Vacation time shall be granted to employees by rank of seniority. However, seniority will be forfeited if requests are not submitted by May 1<sup>st</sup>. The selection process shall prevail until all employees in the bargaining unit have made their initial selections.
- Add new language as 15-G and 15-H:
  - G. There shall be posted in the department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided prior notice is reasonably given. There shall be no seniority “bumping” privileges once the scheduling of vacations has been completed. The College will indicate on the schedule the number of employees in each classification it can spare at any time during the vacation season.
  - H. No part of an employee’s scheduled vacation may be changed to sick leave unless specifically approved, in writing, by the Department Head.

## ARTICLE 33 MEDICAL INSURANCE COVERAGE

- Re-letter 33-A through 33-C to 33-B through 33-D and add new language as 33-A:

All employees shall continue to contribute to the cost of health insurance in accordance with the full contribution level (Tier 4) of Chapter 78 (P.L. 2011, c. 78). Any employee who retires during the term of this contract and prior to the execution of a new agreement shall continue, in retirement, to contribute to their health benefits at the Tier 4 level set forth above unless they

were subject to an exemption when the Chapter 78 law was enacted in 2011.

### **ARTICLE 36 AGENCY SHOP**

- Revise Paragraph 36-B:

Deduction of membership dues shall be made bi-weekly from regular check payment, and the Board agrees to remit promptly all monies so deducted monthly to the Association's treasurer according to the directions of the Association within fifteen (15) days after the end of the month collected, accompanied by a list of those for whom the deductions have been made.

- No change to Paragraph 36-D:

The Association shall certify to the Board of Trustees in writing, the current rate of its Association dues. Should the Association change the rate of its Association dues, it shall give the Board of Trustees written notice thirty (30) days prior to the effective date of such change.

Paragraph 36-G shall be deleted and replaced with:

Any member of the bargaining unit choosing not to become a member of the Fraternal Order of Police Lodge No. 99 may revoke such authorization for deduction of dues by providing written notice to the College during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction fees, the College shall provide notice to the Fraternal Order of Police Lodge No. 99 of the employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of the Fraternal Order of Police Lodge No. 99 fees shall be effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq."

### **ARTICLE 45 SALARY/LONGEVITY**

- Add language as Preamble:

The term "Unit Member" shall be defined as individuals who were employees during each contract year of this agreement. In order to receive benefits for years prior to Fiscal Year 2022, the employee must be a unit member as defined above.

The term "Current Employee" shall be defined as those employees working at the College on the date of the ratification of this Agreement.

- Replace with new language as 45-A:

#### A. SALARY

There are no retroactive payments.

1. Effective July 1, 2021, all employees who are unit members and current employees shall receive an increase of 6.5%, i.e. for Fiscal Year 19 (1.5%), Fiscal Year 20 (1.5%), Fiscal Year 21 (1.5%), and Fiscal Year 22 (2.0%).
2. Effective July 1, 2022, all employees who are unit members and current employees shall receive 1.5% for Fiscal Year 23.
3. Effective July 1, 2023, all employees who are unit members and current employees shall receive 1.5% for Fiscal Year 24.

- Replace with new language as 45-B:

#### B. ONE TIME AJUSTMENT

It is understood that the payments set forth are a one-time payment and are not added to the employee's base pay. The payout of the one-time adjustments shall be made within 45 days from the date this MOA ("June 2022 Memorandum") is approved by the Essex County College Board of Trustees.

##### 1. **Contract One-Time Retroactive Payment for the years (Covid years)**

Effective on the ratification date of this Agreement, all employees who are unit members and current employees employed in the following years shall be compensated as follows.

- a. A one-time payment of 1.5% of the base income for Fiscal Year 20 (July 1, 2019 - June 30, 2020).
- b. A one-time payment of 1.5% of the base income for Fiscal Year 21 (July 1, 2020 - June 30, 2021).

##### 2. **One-Time Covid Related Compensation**

Effective on the ratification date of this Agreement, all employees who are unit members and current employees employed in the following years shall be compensated as follows.

- a. A one-time payment of 1.5% of the base income for Fiscal Year 20 (July 1, 2019 - June 30, 2020).
- b. A one-time payment of 1.5% of the base income for Fiscal Year 21 (July 1, 2020 - June 30, 2021).

**3. Additional Payment**

Effective on the ratification date of this Agreement, all employees who were unit members on July 1, 2021, and are current employees shall receive a \$2000.00 One-Time Payment. The parties agree and understand this is a **One-Time** payment and it will not be added to the current employees' base salary.

- Eliminate **ARTICLE TBD AGREEMENT TO REOPEN (RETIREMENT HEALTH BENEFITS)**

**ARTICLE 46 DURATION**

- Replace with new language as Article 46:

The June 2022 Memorandum shall become effective July 1, 2018 and shall remain in full force and effect for a period of six (6) years expiring effective June 30, 2024.


The parties hereby agree that, if any provisions of this Memorandum of Agreement should conflict with any prior agreements, amendments or provisions, the terms of this agreement shall govern. All parties acknowledge these terms and conditions are subject to ratification. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents. All other terms and conditions NOT contained herein shall remain status quo from the previous contract. Upon final ratification, Essex County College may prepare a collective bargaining agreement that incorporated this Memorandum and where required, certain articles shall be renumbered.

**RATIFICATION:** This Memorandum of Agreement shall be subject to ratification by members of the Essex County College Fraternal Order of Police Lodge No. 99 and by the Essex County College Board of Trustees and will be subject to the confirmation of funds available for the payment contemplated. This agreement shall not be enforceable absent such ratification.

In witness whereof, Essex County College Board of Trustees and Essex County College Fraternal Order of Police Lodge No. 99, have caused this Agreement to be signed.

**For Essex County College:**

**For Essex County College  
Fraternal Order of Police Lodge No. 99:**

  
 \_\_\_\_\_  
 Dr. Augustine Boakye  
 President

06/23/2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 President

06/20/2022  
 \_\_\_\_\_  
 Date



**BOARD OF TRUSTEES  
REQUEST FOR BOARD ACTION**

Subject:	Personnel: Contract Ratification, Essex County College Fraternal Order of Police Lodge No. 99
Contact:	Dr. Augustine Boakye, President
Meeting Date:	June 21, 2022
Agenda Item No.:	4-23/6-2022

**RECOMMENDATION:** It is recommended that the Board of Trustees ratify the Collective Bargaining Agreement between Essex County College and the Essex County College Fraternal Order of Police Lodge No. 99 for the period FY 2018 through FY 2024.

**BACKGROUND AND RATIONALE:** The Essex County College Fraternal Order of Police Lodge No. 99 is the recognized negotiating agent for the labor unit comprised of Fraternal Order of Police Lodge No. 99 members. Essex County College and the Essex County College Fraternal Order of Police Lodge No. 99 have engaged in negotiations for an agreement for the period commencing retroactively from FY 2018 through FY 2024. The Essex County College Fraternal Order of Police Lodge No. 99 members ratified the attached Memorandum of Agreement (MOA) on June 20, 2022

**FISCAL NOTES:** The negotiated settlements for the contract and the six years are included in the College's annual operating budgets.

**RESOLUTION:** The Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Fraternal Order of Police Lodge No. 99 for the period FY 2018 through FY 2024.

EXECUTIVE RESPONSIBLE FOR RECOMMENDATION Dr. Augustine Boakye, President	FINAL DISPOSITION <b>Approved by Board of Trustees</b>
BOARD APPROVAL DATE June 21, 2022	