

STATE OF NEW JERSEY
-and-
NEW JERSEY SUPERIOR OFFICERS LAW ENFORCEMENT ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 183

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 9th day of December 2004, between the State of New Jersey and the New Jersey Superior Officers Law Enforcement Association, Inc., affiliated with the Fraternal Order of Police Lodge 183 (“NJSOLEA”).

The State of New Jersey and the NJSOLEA hereby tentatively agree to the following provisions in settlement of the successor collective negotiations agreement, subject to ratification of same by vote of the membership of the NJSOLEA in accordance with applicable procedures:

1. Term: Article XLV – July 1, 2003 to June 30, 2007
2. Wages: Article XIII – Compensation Plan and Program

- a. Base wage rates for all unit employees shall be increased over the term of this agreement as follows:

Effective 7/1/03	2.00%
Effective 7/1/04	2.90%
Effective 7/1/05	2.00%
Effective 1/1/06	2.00%
Effective 7/1/06*	2.25%
Effective 1/1/07	2.35%

*Effective July 1, 2006 a 10th Step shall be added to the salary range. Employees who have been at the top of the range (Step 9) for a period of at least twenty-four (24) months shall be eligible for the additional increment.

- b. The wage increases as set forth above shall become effective as soon as administratively feasible, but no later than thirty (30) days after the ratification of this agreement. The wage increases shall be prospective only, and are not intended to be retroactive in nature.
- c. Effective as soon as administratively feasible, but no later than December 23, 2004, all bargaining unit members shall be entitled to a one-time lump sum payment of \$500 to be paid by a supplemental check.

3. Fringe Benefits: Article XXXV:

- a. Traditional Plan: Effective July 1, 2005, the Traditional Plan shall be closed as to all current and future members of this bargaining unit, including unit members retiring after said date. The administrative methodology for effectuating this change shall be determined by the State. Effective immediately, no new hires shall be enrolled in the Traditional Plan.
- b. State Health Benefits Plan: Effective as soon as administratively feasible and in accordance with law, the State will implement the amendments to the State Health Benefits Plan effectuated through FY 2005 budget as set forth in the 2004-2005 Appropriations Handbook and subsequent editions thereof, and as may be subject to further action by the Commission. This shall apply to all current and future members of this bargaining unit.
- c. Retiree Coverage: Effective July 1, 2005, and for the duration of this agreement, the State will make available to prospective retirees health care coverage under either NJ Plus or a substantially similar plan (depending on availability) within the United States. The administrative methodology for effectuating this change shall be determined by the State. The State and the NJSOLEA shall commence discussions related to such retiree coverage on or before July 1, 2006.
- d. Coordination of Benefits: Effective as soon as administratively feasible, and in accordance with applicable law, the State will implement a coordination of benefits program between spouses who are both members of the State Health Benefits Program.
- e. Eye Care Plan: Amend Article XIII(B)(3) as follows:

Effective July 1, 2005, the eyeglasses benefit will increase by \$5.00 pursuant to the current bi-annual formula.

4. Uniform Allowance: Article XXXVI: Amend this section as follows:

The State agrees to provide a cash payment to all eligible employees in the unit as follows for uniform allowance:

	<u>Corrections Lieutenants</u>	<u>Non-Corrections Lieutenants</u>
July 2003	\$830	\$0
January 2004	\$830	\$1435
July 2004	\$830	\$0
January 2005	\$830	\$1435
July 2005	\$842.50	\$0
January 2006	\$842.50	\$1460
July 2006	\$855	\$0
January 2007	\$855	\$1485

Effective as soon as administratively feasible, but no later than December 23, 2004, the State shall make payment to all employees on the payroll as of said date, as set forth above, for the uniform allowance effective July 2003, January 2004, July 2004 and January 2005. Remaining uniform allowance payments shall be made on the dates indicated.

5. Anywhere "PBA" appears, replace with "NJSOLEA".
6. Reopener: The State of New Jersey and the NJSOLEA agree that if, during the term of this agreement, the State reach a negotiated agreement with Fraternal Order of Police Lodge 185 (Sergeants' Bargaining Unit), Fraternal Order of Police Lodge 187 (Captains' Bargaining Unit) or Fraternal Order of Police Lodge 200 (Rank-and-File Corrections Officers' Bargaining Unit) establishing terms related to wage increases (including the one-time lump sum bonus) health benefits or uniform allowance more favorable than set forth herein, then at such time said negotiated agreement becomes effective, the NJSOLEA shall have the right to reopen negotiations related to such subject upon demand to the State.
7. Ratification by Union: This Memorandum of Agreement is subject to ratification by the employee members of the NJSOLEA, and shall not be effective absent ratification. Until such ratification, the terms and conditions of employment of members of this unit shall be governed by the prior collective negotiations agreement.
8. Recommendation: The NJSOLEA Executive Board agrees that it will recommend ratification in accordance with the terms specified herein to its members of the Bargaining Unit.
9. Preparation of the Agreement: The State of New Jersey, upon ratification, will commence the process of preparing a successor collective negotiations agreement setting forth the terms and conditions of employment for the applicable term.
10. Complete Agreement: This Memorandum of Agreement represents the entire understanding of the parties. Any proposal or counter-proposal, whether written or oral, not contained herein is deemed waived and withdrawn.
11. Binding Agreement: The State of New Jersey, through the Governor's Office of Employee Relations, represents that the foregoing has been approved by the State of New Jersey and that upon ratification, the parties will have entered into a binding collective negotiations agreement for the term set forth herein.
12. Separation and Severability: If any provision of this agreement is deemed unenforceable as a matter of law, the parties agree that the remainder of the agreement shall be deemed binding and enforceable. With respect to any provision deemed unenforceable, the parties will continue negotiations to bring said provision in compliance with applicable law.

This Memorandum of Agreement is hereby executed this 9th day of December 2004, by duly authorized representatives of the State of New Jersey and the NJSOLEA.