

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**ESSEX COUNTY COLLEGE BOARD OF TRUSTEES**  
**AND**  
**ESSEX COUNTY COLLEGE PROFESSIONAL ASSOCIATION**

This Memorandum of Agreement amends the Agreement between the Essex County College Board of Trustees and the Essex County College Professional Association entered into on this 21 day of May, 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 13 – WORK SCHEDULE

**TBD. This article is amended to add the following:**

Summer work hours shall be provided to members in accordance with College policies and procedures pursuant to the following schedule:

- Monday, Tuesday, Wednesday: 8:30 a.m. to 6:00 p.m.
- Thursday: 8:30 a.m. to 4:30 p.m.

ARTICLE 17 - HOLIDAYS

(A) The College shall grant members of the bargaining unit the following holidays off with full pay:

- New Year's Day
- Martin Luther King Jr.'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
- Any other holidays officially declared by the College.

## ARTICLE 19 – VACATIONS

**TBD. This article is amended to add the following:**

**VACATION CASH-IN:** For the duration of this Agreement, an individual member may cash in a total of five (5) days of accrued unused vacation. The five (5) days of accrued vacation may be cashed in at any time prior to June 1 of each contract year. This cash-in is available one time during the contract year.

## ARTICLE 28 – MEDICAL REIMBURSEMENT:

Article 28 will be titled **MEDICAL REIMBURSEMENT** and replaced with the following:

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, unreimbursed prescriptions and medical expenses, 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 only be for amounts declined by the 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 39 – SALARY

- (A) Effective July 1, 2012, each Unit member's base salary shall be increased by 1.75%.
- (B) Effective July 1, 2013, each Unit member's base salary shall be increased by 2%.
- (C) Effective July 1, 2014, each Unit member's base salary shall be increased by 2%.
- (D) Effective July 1, 2015, each Unit member's base salary shall be increased by 2%.

(E) **ONE TIME ADJUSTMENT**

Unit members employed as of June 30, 2012 shall receive a one-time adjustment to base salary in the amount of \$ 700. 00.

**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 will commence negotiations on or before June 30, 2014.

ARTICLE 48 – 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 if 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, certain articles will be renumbered.

**RATIFICATION:** This Memorandum of Agreement shall be subject to ratification by members of the Essex County College Professional Association and by the Essex County College Board of Trustees. This agreement shall not be enforceable absent such ratification.

**For Essex County College:**

**For the Essex County College  
Professional Association:**

 Date <u>5/28/13</u>	 Date <u>5/10/2013</u>
Dr. Gale E. Gibson Interim President	Phyllis Romaine-Walker President
 Date <u>5/21/13</u>	 Date <u>5/10/2013</u>
Dr. Edwin Knox Acting Vice President Chief Academic Officer Academic Affairs	Karen Rasczyk Vice President
 Date <u>5/21/13</u>	 Date <u>5/14/2013</u>
Jeannette Robinson Director Human Resources	Kevin Kurdziel Member
	 Date <u>5/10/2013</u>
	Joyce Wilson Member

**AMENDED**  
**APPENDIX B**  
**SALARY MINIMUMS**

<b><u>LEVEL</u></b>	<b><u>MINIMUM</u></b>
Level I	\$ 31,900.00
Level II	\$ 35,900.00
Level III	\$ 39,900.00
Level IV	\$ 43,900.00



# ESSEX COUNTY COLLEGE

## BOARD OF TRUSTEES

### Request for Board Action

Approved by  
Board of Trustees  
May 21 2013

Subject:	Personnel – Contract Ratification, Essex County College Professional Association
Contact:	Dr. Gale E. Gibson, Interim President (973.877.4462)
Meeting Date:	May 21, 2013
Agenda Item No.:	4-2/05-2013

**RECOMMENDATION:** It is recommended that the Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Professional Association for the period July 1, 2012 through June 30, 2016.

**BACKGROUND AND RATIONALE:** The Essex County College Professional Association is the recognized negotiating agent for the labor unit comprised of Professional Association members. Essex County College and the Essex County College Professional Association have engaged in negotiations for an agreement for the period commencing retroactively from July 1, 2012 through June 30, 2016.

The collective bargaining teams for the administration and the Professional Association have agreed, subject to ratification by both the Essex County College Board of Trustees and the Essex County College Professional Association membership, to the terms specified in the Memorandum of Agreement, effective for the period July 1, 2012 through June 30, 2016.

**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 Professional Association for the period July 1, 2012 through June 30, 2016.