

MEMORANDUM OF AGREEMENT
BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND
ADMINISTRATIVE ASSOCIATION

This Memorandum of Agreement amends the Agreement between the Essex County College Board of Trustees and the Essex County College Administrative Association entered into on this 21 day of May 2013, and shall be effective for the period September 1, 2012 through August 31, 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 10 - HEALTH INSURANCE/PENSION

- B. 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 **\$400.00** 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 **\$400.00** 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 September 1 and September 30 of the next contract year.

ARTICLE 16 – VACATION

- C. **For the duration of this Agreement, an individual member may cash in a total of ten (10) days of accrued unused vacation. The ten (10) days of accrued vacation may be cashed-in at any time prior to June 1 of each contract year.** All accumulation of vacation shall end on June 30 and no vacation is to be accumulated from year to year without the prior approval of the President.

ARTICLE 17 - HOLIDAYS

- A. The College shall grant members of the unit the following holidays with full pay:
- Christmas Eve through 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
 - All other holidays officially declared by the College and when the College is officially closed.

ARTICLE 24 – CHANGES IN ADMINISTRATIVE SALARIES

- B. Funding for the merit increases shall be a minimum of \$20,000 per year.**

ARTICLE 28 – SALARIES

A. SALARY

1. Effective September 1, 2012, each unit member's base salary shall be increased by 1.75%.
2. Effective September 1, 2013, each unit member's base salary shall be increased by 2%.
3. Effective September 1, 2014, each unit member's base salary shall be increased by 2%.
4. Effective September 1, 2015, each unit member's base salary shall be increased by 2%.

B. ONE TIME ADJUSTMENT:

Unit members employed as of August 31, 2012 shall receive a one-time adjustment to base salary in the amount of \$ 700.00.

C. SALARY MINIMUM

The minimum base salary of all unit members shall be \$50,000.00.

D. LONGEVITY

Pursuant to the schedule below, should any unit member reach the anniversary date of the specific year of his or her employment with the College, the member shall receive a one-time payment, which shall not be made part of base salary, on the September 1 following the anniversary date:

1. A unit member with 10 years of service shall receive a \$ 500.00 payment.
2. A unit member with 15 years of service shall receive a \$ 750.00 payment.
3. A unit member with 20 years of service shall receive a \$ 1,000.00 payment.
4. A unit member with 25 years of service shall receive a \$ 1,250.00 payment.
5. A unit member with 30 years of service shall receive a \$ 1,500.00 payment.
6. A unit member with 35 years of service shall receive a \$ 1,750.00 payment.
7. A unit member with 40 years of service shall receive a \$ 2,000.00 payment.
8. A unit member with 45 years of service shall receive a \$ 2,250.00 payment.

ARTICLE 33 – WORKLOAD

The normal workweek for all administrative personnel covered by this Agreement shall be a thirty-five (35) hour, five (5) day workweek.

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 TBD – AGREEMENT TO REOPEN

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 34 – DURATION


This Agreement shall become effective September 1, 2012 and shall remain in full force and effect for a period of four (4) years until 12:00 midnight, August 31, 2016. The parties agree that, during the 2016 contract year, they will meet to re-open negotiations for a successor Agreement.

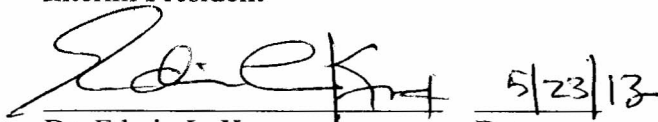
The parties hereby agree that if any provisions of this Memorandum of Agreement should conflict with any prior agreements, amendments or provisions; the terms of this agreement shall govern.

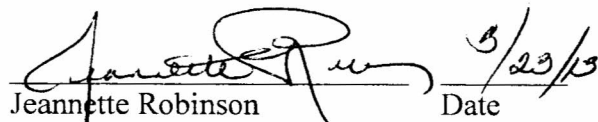
Upon final ratification, where required, certain articles will be renumbered.

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

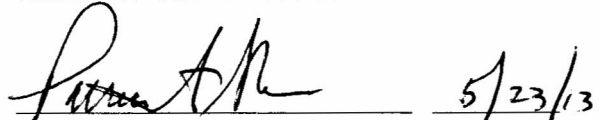
For Essex County College:

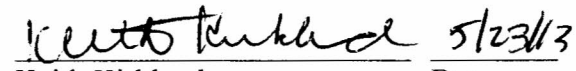

Dr. Gale E. Gibson
Interim President
Date 5/28/13



Dr. Edwin L. Knox
Acting Vice President
Chief Academic Officer
Academic Affairs
Date 5/23/13



Jeannette Robinson
Director Human Resources
Date 5/23/13

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


Patricia Slade
President
Date 5/23/13


Keith Kirkland
Chair of Negotiations
Date 5/23/13


Darlene Miller
Treasurer
Date 5/23/13


Nadine Abram
Member
Date 5.23.13


Maria Alvarado
Secretary
Date 23 May '13



ESSEX COUNTY COLLEGE

BOARD OF TRUSTEES

Request for Board Action

Approved by
Board of Trustees

4/13/2013

Subject:	Personnel – Contract Ratification, Essex County College Administrative Association
Contact:	Dr. Gale E. Gibson, Interim President (973.877.4462)
Meeting Date:	May 21, 2013
Agenda Item No.:	4-13/05-2013

RECOMMENDATION: It is recommended that the Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Administrative Association for the period September 1, 2012 through August 31, 2016.

BACKGROUND AND RATIONALE: The Essex County College Administrative Association is the recognized negotiating agent for the labor unit comprised of Essex County College Administrative Association members. Essex County College and the Essex County College Administrative Association have engaged in negotiations for an agreement for the period commencing retroactively from September 1, 2012 through August 31, 2016.

The Essex County College Administrative Association members ratified the attached Memorandum of Agreement (MOA) on Friday, May 17, 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 Administrative Association for the period September 1, 2012 through August 31, 2016.