

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

This Memorandum of Agreement amends the Agreement between the Essex County College Board of Trustees and the Essex County College Faculty Association entered into on this 17th day of September, 2013 and shall be effective for the period September 1, 2013 through August 31, 2017. All prior agreements, amendments and provisions are incorporated by reference into this Memorandum of Agreement and shall remain in full force and effect.

ARTICLE FIFTEEN: WORK SCHEDULE AND WORKLOAD REQUIREMENTS

15-6.2 (New) During the first two-years of the contract (2013-14, 2014-15), faculty members with 30 years of service or more shall be eligible to cash-in sick time at the earned value, not to exceed \$15,000 at the time of retirement.

15-6.3 (New) A faculty member with thirty (30) or more years of service shall be eligible to receive full release time to impart their expertise in the discipline; higher education intellectual capital; local, state, and national experiences; and institutional knowledge through authoring a scholarly work or completing a special project to improve student success at Essex County College (ECC), during their final year or two years of service. The assignment shall be in direct alignment with the College's mission and institutional goal of continual assessment. Faculty members meeting the criteria shall submit a written proposal to the Chief Academic Officer (CAO). A committee of faculty members appointed by the CAO shall make recommendations on proposals to the CAO who recommends to the President. The CAO has discretion to recommend exceptions to the President for the special assignment project eligibility and reporting requirements. The President's decision shall be final.

The approved faculty member shall conduct the scholarly work or special project over a one-year period or two-year period. If the project is for one year the compensation will be at 100% of the base salary and if two years the compensation will be at 50% of base salary for each of the final two years.

15-14.1 LECTURER (Change Category A and add Category F)

A. Academic Departments where remedial teaching is a major portion of load (e.g. Reading, English, Mathematics).

F. (New) Departments or areas where developmental courses are offered.

15-14.8 For category F: Lecturers who are teaching zero level credit courses or are performing counseling functions for the College's credit student population. Workload requirements will be as described in Article 15-13 (inclusive) except that teaching remedial courses may be a part of the duties and responsibilities of Lecturer F though not to exceed thirty-six (36) contact hours per year. Additionally, vacation days shall be scheduled for the Summer I or Summer II session or at other times when the Lecturer is not assigned teaching duties. Teaching duties beyond the 36 contact hours will be compensated at the overload rate and assigned by mutual agreement.

ARTICLE TWENTY-SIX: SAFETY-MEDICAL SERVICE AND EXAMINATIONS

26-2 A unit member shall be entitled to physical examinations, laboratory tests, and vision examinations of the individual's choosing, and shall be eligible for unduplicated reimbursement for such examinations up to a maximum of \$500.00 per contract year. Such reimbursement may include eyeglasses, prescribed and purchased as a result of an eligible vision examination, unreimbursed prescriptions and medical, within the \$500.00 maximum.

The unit member shall submit all applicable bills first to the New Jersey School Employees' Health Benefits Program (NJSEHBP) basic carrier and major medical carrier. Claims to the College under this section shall be only for amounts declined by NJSEHBP carriers or for ineligible items, and the unit member shall be responsible for submitting, to the Director of Human Resources, applicable bills, with patient's name, date and procedure narratively stated, 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. Claims for the preceding contract year which are submitted at any other time will not be allowed.

ARTICLE THIRTY-TWO: PAID LEAVES OF ABSENCE

32-8 through **32-8.6** Delete

ARTICLE THIRTY-NINE: PROMOTION PROCEDURE

39-1 The requirements for academic rank contained in Article 12 shall define the minimal requirements for promotion as of the date of application except that Faculty members receiving tenure will be promoted to the rank of Assistant Professor if they are not already at that rank or higher and they possess the minimum requirements for Assistant Professor

as described in Article 12-3.2. The President has the right to recommend an exception by waiving the minimum requirements for Assistant Professor.

39-10 PROMOTIONAL SALARY COMPUTATION:

- A.** Any faculty member who is promoted in academic rank for the year 2013-2014 or 2014-2015 promotional salary shall be calculated as follows:
- 1) Determine the salary which would be due the individual in the next contract year without promotion.
 - 2) Go to the scale for the rank to which the person is promoted and find the next higher dollar amount on that scale if on the guide.
 - 3) Add three steps, or 9% if off the guide, to find the new base pay for the promoted faculty member.
 - 4) A onetime bonus shall be paid in the effective year of promotion and will be calculated as the difference between the value of the three steps and
 - a. for promotion from Instructor to Assistant Professor, \$7,000
 - b. for promotion from Assistant to Associate Professor, \$10,000; and
 - c. for promotion from Associate to Professor, \$15,000.
- B.** Any faculty member who is promoted in academic rank for the year 2015-2016 or 2016-2017 promotional salary shall be calculated as follows:
- 1) Determine the salary which would be due the individual in the next contract year without promotion.
 - 2) Go to the scale for the rank to which the person is promoted and find the next higher dollar amount on that scale if on the guide.
 - 3) Add four steps, or 8% if off the guide, to find the new base pay for the promoted faculty member.
 - 4) A onetime bonus shall be paid in the effective year of promotion and will be calculated as the difference between the value of the four steps and
 - a. for promotion from Instructor to Assistant Professor, \$7,000
 - b. for promotion from Assistant to Associate Professor, \$10,000; and
 - c. for promotion from Associate to Professor, \$15,000.

ARTICLE FORTY-TWO: SALARIES

42-1: Salaries of all faculty members covered by this Agreement are set forth in Appendix F.

42-2.1: Effective September 1, 2013: Move from the member's current step on the 2011-2013 Salary Guide to the next higher salary step within their current academic rank on the 2013-2015 Salary Guide.

42-2.2: Effective September 1, 2014: Move from the member's current step on the 2013-2015 Salary Guide to the next step on the 2013-2015 Salary Guide.

42-2.3: Effective September 1, 2015: Move from the member's current step on the 2013-2015 Salary Guide to the next higher salary step within academic rank, and then move up one step on the 2015-2017 Salary Guide.

42-2.4: Effective September 1, 2016: Move from the member's current step on the 2015-2017 Salary Guide to the next step on the 2015-2017 Salary Guide.

42.3 All members off the Salary Guide shall be paid the salaries they received on August 31st with the following increases:

- Effective September 1, 2013: 2% increase
- Effective September 1, 2014: 2% increase
- Effective September 1, 2015: 2% increase
- Effective September 1, 2016: 2% increase

42-3 Overload shall be paid at the following rate per contact hour:

<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
\$750.00	\$790.00	\$830.00	\$ 870.00

The institution will endeavor to keep overload to a minimum and no faculty member should depend on overload assignments on a regular basis.

Compensation for extra contractual duties (which may be assigned by mutual agreement) must be in terms of contact hours which may be taken either as release time or paid at the overload rate subject to the approval of the CAO.

ARTICLE FORTY-FOUR: DURATION OF AGREEMENT

44-1 This Agreement shall be effective as of September 1, 2013 and shall continue in effect until midnight August 31, 2017 and, unless specifically stated otherwise herein, its provisions shall continue thereafter subject to the Association's and the Board's right to negotiate a Successor Agreement as provided in Article 41.

The parties agree to reopen 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.

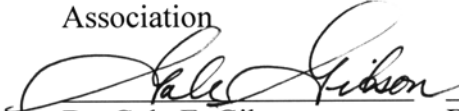
RATIFICATION: This Memorandum of Agreement shall be subject to ratification by members of the Essex County College Faculty Association and by the Essex County College Board of Trustees. This agreement shall not be enforceable absent such ratification.

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

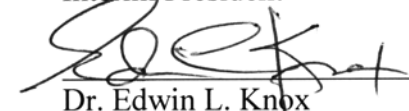
Upon final ratification, where required, certain articles will be renumbered.


For Essex County College:
Association

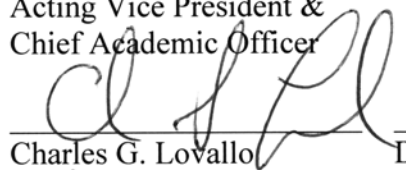
For Essex County College Faculty

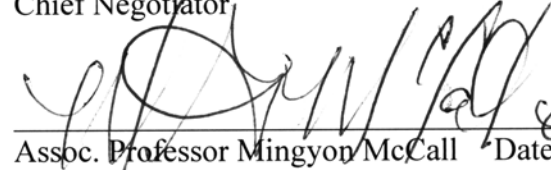

Date 9-16-13
Dr. Gale E. Gibson
Interim President

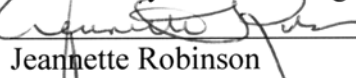

Date 8/13/13
Dr. Ned M. Wilson
President


Date 8/6/13
Dr. Edwin L. Knox
Acting Vice President &
Chief Academic Officer


Date 8/6/13
Professor Michael Frank
Chief Negotiator


Date 8/6/13
Charles G. Lovallo
Executive Dean
Community & Continuing Education


Date 8/6/13
Assoc. Professor Mingyon McCall
Corresponding Secretary


Date 9-16-13
Jeannette Robinson
Director Human Resources

2013-2015 Faculty Salary Guide

Step	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	36206	45865	51621	58100	65392
2	37292	47241	53170	59843	67354
3	38411	48658	54765	61638	69374
4	39563	50118	56408	63487	71456
5	40750	51621	58100	65392	73599
6	41973	53170	59843	67354	75807
7	43232	54765	61638	69374	78082
8	44529	56408	63487	71456	80424
9	45865	58100	65392	73599	82837
10	47241	59843	67354	75807	85322
11	48658	61638	69374	78082	87881
12	50118	63487	71456	80424	90518
13	51621	65392	73599	82837	93233
14	53170	67354	75807	85322	96030
15	54765	69374	78082	87881	98911
16	56408	71456	80424	90518	101879
17	58100	73599	82837	93233	104935

2015-2017 Faculty Salary Guide

Step	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	42000	49210	53266	57657	62410
2	42840	50194	54331	58810	63658
3	43697	51198	55418	59986	64931
4	44571	52222	56526	61186	66230
5	45462	53266	57657	62410	67554
6	46371	54331	58810	63658	68905
7	47299	55418	59986	64931	70284
8	48245	56526	61186	66230	71689
9	49210	57657	62410	67554	73123
10	50194	58810	63658	68905	74585
11	51198	59986	64931	70284	76077
12	52222	61186	66230	71689	77599
13	53266	62410	67554	73123	79151
14	54331	63658	68905	74585	80734
15	55418	64931	70284	76077	82348
16	56526	66230	71689	77599	83995
17	57657	67554	73123	79151	85675
18	58810	68905	74585	80734	87389
19	59986	70284	76077	82348	89137
20	61186	71689	77599	83995	90919



ESSEX COUNTY COLLEGE

BOARD OF TRUSTEES

Request for Board Action

Approved by
Board of Trustees

SEP 17 2013

Subject:	Personnel – Contract Ratification, Essex County College Faculty Association
Contact:	Dr. Gale E. Gibson, Interim President (973.877.4462)
Meeting Date:	August 27, 2013
Agenda Item No.:	4-1/08-2013

RECOMMENDATION: It is recommended that the Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Faculty Association for the period September 1, 2013 through August 31, 2017.

BACKGROUND AND RATIONALE: The Essex County College Faculty Association is the recognized negotiating agent for the labor unit comprised of Faculty Association members. The collective bargaining teams for the administration and the Faculty Association have agreed, subject to ratification by both Essex County College Board of Trustees and Essex County College Faculty Association membership, to the terms specified in the Memorandum of Agreement, effective September 1, 2013 through August 31, 2017.

FISCAL NOTES: The negotiated settlement for the 2013-14 year is included in the College's annual operating budget. Future year settlements will be included in the respective annual operating budgets.

RESOLUTION: The Board of Trustees of Essex County College ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Faculty Association for the period September 1, 2013 through August 31, 2017.