

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

This Memorandum of Agreement amends the Agreement between the Essex County College Board of Trustees and the Essex County College Security Association entered into on this 23 day of April, 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 for the duration of the contract with the following exceptions:

ARTICLE 19 - HOLIDAYS

- A. The College will grant members of the Bargaining Unit and those covered by this Agreement the following holidays off with the employee's regular hourly rate:
- 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
 - Employee's own Birthday or a substitute day within fifteen (15) working days of the birthday which is mutually agreed upon by the Department Head and employee
 - All other holidays officially declared by the College.

An announcement shall be made at the beginning of the academic year indicating the specific holidays which shall be observed for that year.

ARTICLE 32 – MEDICAL INSURANCE COVERAGE

- E. **MEDICAL REIMBURSEMENT:** 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 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 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 46 – SALARY/LONGEVITY

A. **SALARY**

- 1) Effective July 1, 2012, each Unit's member's base salary shall be increased by 0%.
- 2) Effective July 1, 2013, each Unit's member's base salary shall be increased by 2%.
- 3) Effective July 1, 2014, each Unit's member's base salary shall be increased by 2%.
- 4) Effective July 1, 2015, each Unit's member's base salary shall be increased by 2%.

TBD. This article is amended to add the following:

ONE TIME ADJUSTMENT

- 1) Unit members employed as of June 30, 2012 shall receive a one-time adjustment to base salary pursuant to the following schedule:
 - Unit members with 25 years of service or more shall be adjusted to a base salary of \$55,100.00.
 - Unit members with 20 to 24 years of service shall be adjusted to a base salary of \$46,900.00.

- Unit members with 15 to 19 years of service shall be adjusted to a base salary of \$37,250.00.
- Unit members with 10 to 14 years of service shall be adjusted to a base salary of \$32,500.00.
- Unit members with 5 to 9 years of service shall be adjusted to a base salary of \$26,800.00.
- Unit members with under 5 years of service shall be adjusted to a base salary of \$24,600.00.

The minimum one-time adjustment to base salary shall be \$2,000.00.

Unit members are not eligible for additional salary adjustments during the life of this agreement.

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 47 – 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 any provisions of this Memorandum of Agreement should conflict with any prior agreements, amendments or provisions; the terms of this agreement shall govern.

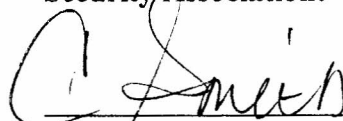
Upon final ratification, where required, articles will be renumbered.

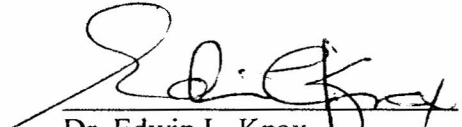
RATIFICATION: This Memorandum of Agreement shall be subject to ratification by members of the Essex County College Security Association and by the Essex County College Board of Trustees. This agreement shall not be enforceable absent such ratification.

For Essex County College:

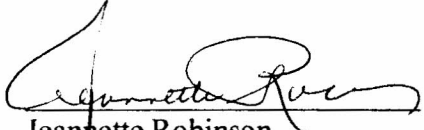
For the Essex County College Security Association:

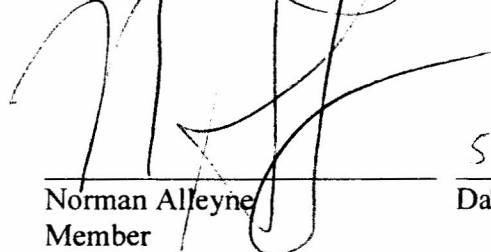

Date 5/28/13
Dr. Gale E. Gibson
Interim President


Date 5-2-13
Constance Smith
Vice President


Date 5/21/13
Dr. Edwin L. Knox
Acting Vice President
Chief Academic Officer
Academic Affairs


Date 5/2/13
Rickie King
Negotiations Chair


Date 5/21/13
Jeannette Robinson
Director Human Resources


Date 5/7/13
Norman Alleyne
Member

APPENDIX A

TITLES, SALARY MINIMUMS AND SHIFT DIFFERENTIALS

<u>Position Title</u>	<u>Salary Minimum</u>
Security Officer	\$ 24,600.00
Senior Security Officer	\$ 26,600.00
Dispatcher	\$ 26,600.00
Senior Dispatcher	\$ 28,600.00



ESSEX COUNTY COLLEGE

BOARD OF TRUSTEES

Request for Board Action

Submitted by
Board of Trustees

Subject:	Personnel – Contract Ratification, Essex County College Security Association
Contact:	Dr. Gale E. Gibson, Interim President (973.877.4462)
Meeting Date:	May 21, 2013
Agenda Item No.:	4-3/05-2013

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

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

The Essex County College Security Association members ratified the attached Memorandum of Agreement (MOA) on Thursday, May 2, 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 Security Association for the period July 1, 2012 through June 30, 2016.