

FIRST AMENDMENT TO

AGREEMENT

BETWEEN

BOARD OF TRUSTEES  
OF CUMBERLAND COUNTY COLLEGE

AND

THE TECHNICAL ASSISTANTS ASSOCIATION OF  
CUMBERLAND COUNTY COLLEGE

2014-2017

This First Amendment to the 2014-2017 Collective Bargaining Agreement by and between the Board of Trustees of the Cumberland County College, a New Jersey County College (the "College") with its principal offices located at College Drive, Vineland, New Jersey and the Cumberland County College Technical Assistants Association (the "Association"), an employee collective bargaining unit of the Cumberland County College, is dated as of the 19<sup>th</sup> day of February, 2015.

WHEREAS, the College and the Association previously negotiated a Collective Bargaining Agreement (the "Agreement") for the fiscal years commencing July 1, 2014 and ending June 30, 2017 governing certain terms and conditions of employment for employees assigned to the Association's bargaining unit, such Agreement which was reduced to writing and executed by the parties thereto in April of 2014; and

WHEREAS, pursuant to Article VII, Section 2 of the Agreement, among other matters addressed therein, a two (2%) percent salary increase was scheduled to take effect for Association members for the fiscal year commencing July 1, 2015 and ending June 30, 2016; and

WHEREAS, in an effort to present a balanced budget for the 2015-2016 fiscal year to its Board of Trustees the College Administration has requested that the Association forgo the previously scheduled salary increase under the Agreement for that fiscal year; and

WHEREAS, the Association has agreed to forgo the scheduled two (2%) percent salary increase for its members for the 2015-2016 fiscal year, subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual premises set forth hereinabove and for other good and valuable consideration, the parties hereto hereby agree to amend the Agreement as follows:

1. Waiver of 2015-2016 Scheduled Salary Increase.

The Association agrees to waive and forgo the previously scheduled two (2%) percent salary increase for its members for the 2015-2016 fiscal year under Article VII, Section 2 of the Agreement.

2. Revenue Sharing.

In partial exchange for the Association's salary concession set forth in 1, above, the College expressly acknowledges its commitment to honor the Revenue Sharing clause of the Agreement (Article VI 16.0).

3. Assisting Employee Recruitment and Retention.

During the remaining term of the Agreement, the College agrees to train Association personnel to assist in College employee recruitment and retention.

4. No layoffs employee recruitment and retention during 2015-2016 fiscal year.

In partial exchange for the Association's salary concession set forth in 1, above, the College guarantees the Association that there will be no layoffs of Association members nor

position eliminations for positions within the Association bargaining unit during the 2015-2016 fiscal year. Discipline of employees, including termination, for cause unrelated to budgetary considerations, is not affected by this guarantee.

5. Contingent upon other Associations' participation.

The Association's salary concession set forth in 1, above is contingent upon all College employee bargaining units with current written collective bargaining agreements that contain a scheduled two (2%) percent salary increase for their members for the 2015-2016 fiscal year, and non-aligned College employees, joining in comparable contract amendments or undertakings forgoing that scheduled increase upon terms substantially identical to the terms set forth herein.


6. Agreement remains in force.

Except as amended hereby, all of the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Cumberland County College Technical Assistants Association has caused the Agreement to be signed by its duly elected officers, who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

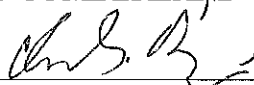
CUMBERLAND COUNTY COLLEGE

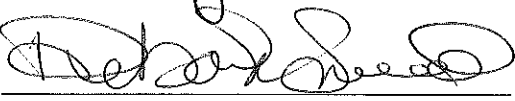
  
\_\_\_\_\_  
Chair, Board of Trustees

  
\_\_\_\_\_  
Secretary, Board of Trustees

2/19/15  
Date

TECHNICAL ASSISTANTS ASSOCIATION  
OF CUMBERLAND COUNTY COLLEGE

  
\_\_\_\_\_  
President, Technical Assistants Association

  
\_\_\_\_\_  
Secretary, Technical Assistants Association

2/19/15  
Date