

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

This Memorandum of Understanding amends the September 17, 2013 agreement (“September 2013 Memorandum”) between the Essex County College Board of Trustees and the Essex County College Faculty Association, and is entered into on this 18th day of December 2018 (“December 2018 Memorandum”) and shall be effective September 1, 2017 through August 31, 2018. All prior agreements, amendments and provisions are incorporated by reference into this Memorandum of Understanding and shall remain in full force and effect.

ARTICLE FIFTEEN: WORK SCHEDULE AND WORKLOAD REQUIREMENTS

15-6.2.1 (New) Beginning December 19, 2018 and ending June 1, 2019, faculty members with twenty (20) 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.

ARTICLE FORTY-TWO – SALARIES

42-1: Salaries of all faculty covered by this agreement are set forth in Appendix A to this Agreement (“2017-2018 Salary Schedule”). In no event shall any allocation of the two percent increase (set forth herein) result in a total payment by the College to the employees recognized in Article One as represented by the Faculty Association (“Unit Members”) in excess of two percent (2%) of the base salaries of currently-employed Unit Members who were employed by the College on August 31, 2018. In the event the foregoing allocation results in a total payment to membership in excess of the aforementioned two percent (2%); the parties agree to reopen this agreement for further negotiations regarding how the two percent retroactive increase shall be allocated amongst currently-employed Unit Members.

42-2: Only Unit Members employed with the College as of the ratification of December 2018 Memorandum shall be entitled to salary increases and any associated retroactive payments for the 2017-2018 contract year.

The Faculty Association has elected to allocate the two percent retroactive salary increase amongst Unit Members on the 2017-2018 Salary Schedule in the following manner:

42-2.1: Effective September 1, 2017, Unit Members shall retain the current step within academic rank on the 2017-2018 Salary Schedule as held under the 2015-2017 Salary Guide. The 2017-2018 Salary Schedule reflects new base salaries.

42-3.1: Effective September 1, 2017, the base salaries of Unit Members off the Salary Guide and earning less than one hundred thousand dollars (\$100,000) shall increase by two and one half percent (2.5%).

42-3.2: Effective September 1, 2017, the base salaries of Unit Members off the Salary Guide and earning one hundred thousand dollars (\$100,000) or more shall increase by one and one half percent (1.5%).

42-4: Overload shall be paid at the following rate per contact hour:

2017-2018

\$870

ARTICLE FORTY-FOUR – DURATION OF AGREEMENT

44-1: The December 2018 Memorandum shall become effective September 1, 2017 and shall remain in full force and effect for a period of one (1) year expiring effective 12:00 a.m., September 1, 2018 and unless specifically stated otherwise herein, its provisions shall continue thereafter subject to the Association's and the Board's right to negotiate over a Successor Agreement as provided in Article 41.

The parties hereby agree that, if any provisions of this Memorandum of Understanding should conflict with any prior agreements, amendments or provisions, the terms of this agreement shall govern. All parties acknowledge these terms and conditions are subject to ratification. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents. All other terms and conditions NOT contained herein shall remain status quo from the previous contract. Upon final ratification, Essex County College may prepare a collective bargaining agreement that incorporates this Memorandum, and where required, certain articles shall be renumbered.

RATIFICATION: This Memorandum of Understanding 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.

In witness whereof, Essex County College Board of Trustees and Essex County College Faculty Association, have caused this Agreement to be signed.

For Essex County College:

**For Essex County College
Faculty Association:**



Dr. Anthony Munroe
President

12/18/18
Date



Professor Michael Frank
Chief Negotiator

12/18/18
Date

Faculty Base Salary Guide 2017-2018

(With 02% increments)

2018

Step	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	43050	50440	54598	59098	63970
2	43911	51449	55690	60280	65249
3	44789	52478	56804	61486	66554
4	45685	53527	57940	62716	67886
5	46599	54598	59098	63970	69243
6	47531	55690	60280	65249	70628
7	48481	56804	61486	66554	72041
8	49451	57940	62716	67886	73481
9	50440	59098	63970	69243	74951
10	51449	60280	65249	70628	76450
11	52478	61486	66554	72041	77979
12	53527	62716	67886	73481	79539
13	54598	63970	69243	74951	81129
14	55690	65249	70628	76450	82752
15	56804	66554	72041	77979	84407
16	57940	67886	73481	79539	86095
17	59098	69243	74951	81129	87817
18	60280	70628	76450	82752	89573
19	61486	72041	77979	84407	91365
20	62716	73481	79539	86095	93192

25%

BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

Subject:	Personnel/Finance – Contract Ratification ECC Faculty Association
Contact:	Dr. Anthony E. Munroe, President
Meeting Date:	December 18, 2018
Agenda Item No.:	4-11/12-2018

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Memorandum of Understanding between Essex County College and the Essex County College Faculty Association (“Faculty”), for the period September 1, 2017 through August 31, 2018.

BACKGROUND AND RATIONALE: The Essex County College Faculty Association is the recognized negotiating agent for the labor unit comprised of Essex County College employees employed in job titles, classifications or categories listed in Article One of the Agreement between the College and the Faculty. Essex County College and the Faculty have engaged in negotiations for an agreement for the period commencing retroactively from September 1, 2017 through August 31, 2018. The Agreement will allocate a two (2) percent increase to base salary among currently-employed members of the bargaining unit in the manner elected by the Faculty Association for the 2017-2018 contract year. The Agreement also permits certain members the ability to cash out accrued and unused sick days upon retirement (for a limited time) in an amount not to exceed fifteen thousand dollars.

The Faculty Association ratified the attached Memorandum of Understanding prior to the Board of Trustees December 18, 2018 public meeting.

FISCAL NOTES: The negotiated settlements for the 2017-2018 contract years are comprehended in the College’s annual operating budgets.

RESOLUTION: The Board of Trustees of Essex County College hereby ratifies the Memorandum of Understanding between Essex County College and the Essex County Faculty Association for the period of September 1, 2017 through August 31, 2018.

EXECUTIVE RESPONSIBLE FOR RECOMMENDATION Dr. Anthony E. Munroe, President	Approved by Board of Trustees
BOARD APPROVAL DATE December 18, 2018	