

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

This Memorandum of Understanding amends the October 2018 agreement ("October 2018 Memorandum") between the Essex County College Board of Trustees and the Essex County College Professional Association, and is entered into this 24th day of June 2021 ("June 2021 Memorandum") and shall be effective July 1, 2018 through June 30, 2024. This is a six (6) year contract. All prior agreements, amendments and provisions are incorporated by reference into this Memorandum of Understanding and shall remain in full force and effect.

The parties agree that they will meet and confer subsequent to the execution of this Memorandum of Understanding to prepare this Memorandum of Understanding and any other applicable Memorandum of Understanding into a consolidated Collective Bargaining Agreement.

All provisions of the above-referenced Collective Bargaining Agreement shall remain unchanged during the duration of the contract with the following exceptions:

- I. The Union agrees to abide by the College's computer usage policies in effect when utilizing the College's network for permissive interactions with Union members and their respective representatives.
- II. Payout for sick leave upon separation from employment shall not exceed the mandatory permissible payouts in accordance with law.

ARTICLE 1 – RECOGNITION – THE COLLECTIVE BARGAINING UNIT

- Paragraph A shall be amended to include the following:

"A. INCLUDED:

The Board of Trustees of Essex County College hereby recognizes the Essex County College Professional Association as the exclusive bargaining representative as designated in Chapter 303, New Jersey Public Law of 1968 as amended by Chapter 123, Public Law 1974, for all Regular Full-Time Staff Employees and Part-Time Employees as defined in Article 2 herein or as otherwise defined as being included pursuant to the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.) employed by Essex County College in job titles in the titles listed in Appendix B."

- Paragraph B shall be amended to include the following:

"B. EXCLUDED:

Excluded shall be all employees in those job classifications or titles directly covered by other collective bargaining agreements currently in existence by and between the College and other collective bargaining agents together with work-study students, Casual Employees as defined herein in Article 2 or as otherwise defined as excluded pursuant to the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq., and confidential employees designated by the College. Confidential employees."

ARTICLE 2 – DEFINITIONS

- Paragraph H shall be deleted and replaced with:

“H. The term "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months and who, at the time of hire, are given a specific termination date. The three (3) month period may be extended by the College up to a maximum of six (6) months. Thereafter, a decision must be made that the employee automatically becomes Regular Full-Time Staff Employee or is terminated. Such employees are not entitled and/or eligible to the fringe benefits provided herein.”

- Paragraph G shall be deleted and replaced with:

“G. The term “Part Time Employee” shall refer to those employees working 24 hours or less per week, but not less than four (4) hours per week over a period of 90 days. Part-Time Employees shall remain “at will” employees. Such employees are not entitled and/or eligible to the fringe benefits provided herein.”

- New Paragraph L shall be added to reflect the following:

“L. The term “Casual Employee” shall refer to those employees who work an average of fewer than four (4) hours per week over a period of 90 days as defined in the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq. Such employees are not entitled and/or eligible to the fringe benefits provided herein.”

ARTICLE 8 – OTHER BENEFITS AND RIGHTS

- Paragraph B shall be amended to include the following:

“(B) Members of the Association, as certified to the Director of Human Resources by the President of the Association, who are employed at the College, shall be permitted one (1) hour per month, between the hours of 9:00 a.m. and 4:00 pm., to transact Official Association Business if there is no interruption of normal College operations. “Official Association Business” shall include the right to meet with individual employees and conduct meetings with newly hired employees as set forth in the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.

The duly elected officers and Executive Board Members of the Association shall be permitted two (2) hours per month, between the hours of 9:00 a.m. and 4:00 p.m., to transact Official Association Business if there is no interruption of normal College operations. “Official Association Business” shall include the right to meet with individual employees and conduct meetings with newly hired employees as set forth in the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.

Subject to the approval of the President, or designee, duly elected delegates for the Association shall be allowed leaves of absence, without loss of pay, to attend local and national NJEA/NEA conferences/training programs.”

- Paragraph I shall be deleted and replaced with:

“The College shall furnish the Association with employee information in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.”

- New Paragraph M shall be added to reflect the following:

“(M) The Association shall have the right to use the email systems of the College to communicate with Association members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.”

ARTICLE 28 – MEDICAL REIMBURSEMENT

- New Paragraph D shall be amended to reflect the following:

“All employees shall continue to contribute to the cost of health insurance in accordance with the full contribution level (Tier 4) of Chapter 78 (P.L. 2011, c. 78). Any employee who retires during the term of this contract and prior to the execution of a new agreement shall continue, in retirement, to contribute to their health benefits at the Tier 4 level set forth above.”

ARTICLE 29 – SALARY

- Preamble

“The parties recognize there will be no retroactive payment to the unit members. The parties also recognize that the College desires to recognize unit members for work performed in contract year 2018-2019, 2019-2020, and 2020-2021.”

- Paragraph A – SALARY shall be replaced with the following:

- 5) Only current employees with the College as of the ratification of this Memorandum of Understanding shall be entitled to any of the increases in this Agreement. “Current employees” shall be defined to all members of the bargaining unit who are active, non-terminated employees on June 1, 2021.
- a. Effective July 1, 2021, the base salary of each eligible unit member shall be increased by 1.5% for contract year 2018-2019, 1.5% for contract year 2019-2020, and 1.5% for contract year 2020-2021.
 - a. Any eligible unit member hired in contract year 2021 shall only receive a 1.5% increase pursuant to this Paragraph. Any eligible unit member hired in contract year 2020 shall only receive a 3% increase pursuant to this Paragraph. Any eligible unit member hired in contract year 2019 or beyond shall receive an 4.5% increase pursuant to this Paragraph.
- b. Effective July 1, for contract year 2021-2022, the base salary of each eligible unit member shall be increased by 2.0%.

- c. Effective July 1, for contract year 2022-2023, the base salary of each eligible unit member shall be increased by 1.5%.
- d. Effective July 1, for contract year 2023-2024, the base salary of each eligible unit member shall be increased by 1.5%.

ARTICLE 31 – DEDUCTION OF ASSOCIATION DUES

- Paragraph F shall be deleted and replaced with:

“F. Any member of the bargaining unit choosing not to become a member of the Association may revoke such authorization for deduction of dues by providing written notice to the College during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction fees, the College shall provide notice to the Association of the employee’s revocation of such authorization. An employee’s notice of revocation of authorization for the payroll deduction of the Association fees shall be effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.”

ARTICLE 48 – DURATION

The June 2021 Memorandum shall become effective July 1, 2018 and shall remain in full force and effect for a period of six (6) years expiring effective June 30, 2024.

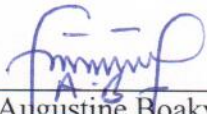
The parties hereby agree that, if any provisions of this Memorandum of Understanding should conflict with any prior agreements, amendments or provisions, the terms of this agreement shall govern. All parties acknowledge these terms and conditions are subject to ratification. All parties agree to recommend 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 incorporated 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 Professional Association and by the Essex County College Board of Trustees and will be subject to the confirmation of funds available for the payment contemplated. This agreement shall not be enforceable absent such ratification.

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

For Essex County College:

**For Essex County College
Professional Association:**



Dr. Augustine Boakye
Interim President



Date President Date



BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

Subject:	Personnel: Contract Ratification, Essex County College Professional Association
Contact:	Dr. Augustine Boakye, Interim President
Meeting Date:	June 28, 2021
Agenda Item No.:	4-2/6-2021S

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Collective Bargaining Agreement between Essex County College and the Essex County College Professional Association for the period FY 2019 through FY 2024.

BACKGROUND AND RATIONALE: The Essex County College Professional Association is the recognized negotiating agent for the labor unit comprised of Professional Association members. Essex County College and the Essex County College Professional Association have engaged in negotiations for an agreement for the period commencing retroactively from FY 2019 through FY 2024. The Essex County College Professional Association members ratified the attached Memorandum of Agreement (MOA) on June 22, 2021.

FISCAL NOTES: The negotiated settlements for the contract and the six years are included in the College's annual operating budgets.

RESOLUTION: The Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Professional Association for the period FY 2019 through FY 2024.

EXECUTIVE RESPONSIBLE FOR RECOMMENDATION Dr. Augustine Boakye, Interim President	FINAL DISPOSITION Approved by Board of Trustees
BOARD APPROVAL DATE June 28, 2021	