

FINAL MEMORANDUM OF UNDERSTANDING

Administrative Association

1. Retain present Articles **1** through **3**.
2. Retain present Article **4** (ASSOCIATION AND ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES), except the present Paragraph C will be deleted and replaced with the following sentence: "The Board will provide at no cost an office for the sole use of the Association."
3. Retain present Article **5**
4. Retain present Article **6** (GRIEVANCES AND ARBITRATION PROCEDURES), except for the following:
 - a. Delete the following language in, Paragraph C, p. 4: "Non-contractual grievance is a misinterpretation, misapplication or violation of the policies and administrative decisions of the College which affect the terms and conditions of employment. Non-contractual grievances are grievable only through the level of the Board of Trustees."
 - b. Delete the following language in STEP IV – ARBITRATION PROCEDURE Paragraph F, p. 6: "The Association and the Board shall meet to select an impartial arbitrator and in case Agreement cannot be reached as to an impartial arbitrator..."
5. Retain present Article **7** (EMPLOYMENT CONTRACTS), p. 8, except for the following:
 - a. Paragraph A shall be deleted.
 - b. Paragraph B shall be rewritten as follows: "Those unit members who are not employed under multi-year contracts shall be employed under contracts of a one (1) year duration which shall expire on August 31 of each calendar year."
 - c. In Paragraph C the following language shall be deleted: "during the first five (5) full years of employment in the title as an administrator,"
 - d. Paragraph E shall be deleted and replaced as follows: "Any issues concerning eligibility for multi-year contracts shall be governed in accordance with N.J.S.A. 18A:60-14 and the College's implementing guidelines."
 - e. The paragraphs will be re-lettered sequentially
6. Retain present Articles **8** and **9**
7. Delete Article **10** (ACADEMIC RANK) in its entirety. Its provisions shall be incorporated in Article **34** (ACADEMIC RANK/TENURE/PROMOTION PROCEDURES)
8. Retain present Article **11**.

9. Delete Article **12** (LIFE AND DISABILITY PROTECTION PLANS) in its entirety.
10. In present Article **13** (DENTAL BENEFITS), p. 11, retain Paragraph A, and delete Paragraph B.
11. Delete present Article **14** and replace it with the following:

Eligibility for the College's Tuition Remission Program shall be allowed based on the following stipulations. A member shall not take courses during a normal workday or part thereof, unless there are extenuating circumstances approved by the appropriate area head and the Executive Vice President/Provost.

A. TUITION WAIVER

I. ELIGIBILITY

- a. The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse or dependent child (as defined by IRS Code) accepted for enrollment in a degree program at Essex County College.
- b. The College shall provide waiver assistance only to the extent that expenses are not covered by financial aid, discounts, subsidies, grants, scholarships, or other tuition support.
- c. The member, spouse or dependent child shall successfully complete the course to qualify for subsequent waivers. Successful completion shall be defined as receiving a minimum grade of "C" in the course.
- d. ~~The member must sign a Tuition Reimbursement - Employment Obligation Agreement.~~ *delete 4/3/07 [signature] 4/4/07*

II. NON-CREDIT COURSES - Tuition remission shall be granted to the member for non-credit Continuing Education Unit fundable courses directly related to the employee's job.

B. TUITION REIMBURSEMENT

I. ELIGIBILITY

- a. A member accepted for enrollment in a Bachelor, Master or Doctorate degree program, at an accredited institution of higher education, shall be eligible to receive seventy-five percent (75%) of the tuition charged at the Rutgers undergraduate rate for undergraduate course work and seventy-five percent (75%) of the tuition charged at the Rutgers graduate rate for graduate course work.
- b. Member shall be in pay status during the course for which tuition reimbursement is requested.
- c. Member most recent performance evaluation shall reflect a "meets standards" or higher overall evaluation rating.
- d. Member shall have a minimum of one year of continuous employment to be eligible for participation.

II. REIMBURSEMENT

- a. Member shall be eligible to request tuition reimbursement for a maximum of twenty four (24) credit hours in a Bachelor degree

program or fifteen (15) credit hours in a Master or Doctoral degree program, per academic year (September through August).

- b. Reimbursement shall be restricted to courses necessary to earn an initial Bachelor, Master or Doctoral degree, unless otherwise approved.
- c. Member shall successfully complete the course to qualify for tuition reimbursement. Successful completion shall be defined as receiving a minimum grade of "C" in undergraduate and "B" in graduate courses.
- d. The College shall provide tuition reimbursement only to the extent that expenses are not covered by discounts, subsidies, grants, scholarships, or other tuition support.
- e. The member shall submit an official grade report and receipt of tuition paid to obtain reimbursement.
- f. Reimbursement application shall be submitted within 60 days of course completion.

III. REIMBURSABLE COURSES

- a. The member's selected degree program shall receive prior approval from the appropriate area head and the Provost. The decision of the Provost is final, binding, and not subject to arbitration.
- b. The degree program shall be relevant to the individual's position, or a higher position at the College, or the individual is enrolled in a degree program that is deemed relevant by the College.
- c. Any courses offered by Essex County College shall be excluded from reimbursement.

IV. EMPLOYMENT OBLIGATION: A member, who resigns from the College within two years from the completion of a Bachelor, Master or Doctorate course, shall repay the College as described in the Tuition Reimbursement Agreement.

12. In Article 15, delete the present Paragraph D and replace it with the following:

The College will offer eligible unit members with fifteen (15) years or more of continuous service an opportunity to participate in the College's Separation Program. This financial inducement offers a one time payout incentive of 75% of current base salary. Interested employees must make their election no later than April 30, 2007. The employee will sign an irrevocable agreement separating from the College effective August 31, 2007. Program participants may not return to the College in a full time capacity.

PAYOUT OPTIONS:

An eligible employee may elect one of three payment options. With each option, the employee will separate from the College effective August 31, 2007. The options available are as follows:

1. **No Service Provided Lump Sum Payment:** At the first payout in September 2007, the employee shall receive a lump sum payment of 75% of base salary. No medical, dental or pension benefits will be provided.

2. **Service Provided Lump Sum Payment:** At the first payout in September 2007, the employee shall receive a lump sum payment of 75% of base salary. Medical, dental and pension benefits will continue through August 31, 2008. The employee must commit to rendering services to the College from a list of suggested options, during the agreement period.
3. **Service Provided Bi-weekly Payment:** The employee shall continue to receive a bi-weekly paycheck, based on 75% of the annual base salary, for the period September 1, 2007 through August 31, 2008. Medical, dental and pension benefits will continue until the end of the Agreement. The employee must commit to rendering services to the College from a list of suggested options, during the agreement period.
13. Retain Article **16** (LEAVE OF ABSENCE WITHOUT PAY), P 13, except to replace "Family Leave Act of 1993" with "Family and Medical Leave Act of 1993".
14. Retain present Article **17**.
15. Retain present Article **18** (VACATION), p 15, except delete the present Paragraph B and replace it with the following: "Vacation days are earned at a rate of 2.5 days per month. The unit member's vacation leave time shall be credited and available for use on July 1 of each year. No accumulation from year-to-year shall be allowed."
16. Retain present Articles **19** through **22**.
17. Retain present Article **23**, except delete section (B) and replace it with the following: "All available vacation days and all available sick leave having been exhausted."
18. Retain present Article **24** (RIGHT TO FIRST PRIORITY), p. 19, except to change the title to ADJUNCT TEACHING ASSIGNMENT.
19. Replace Article **25** (REPRESENTATION FEE) with the following:
 - a. Any member of the negotiating unit may, at any time, sign and deliver to the Director of Human Resources an authorization for deduction of dues of the Association. Such authorization shall continue in effect until it is formally revoked, in writing, to the Director of Human Resources, or designee, and will be effective on the next January 1 or July 1 following receipt of such notice by the College.
 - b. Deduction of membership dues from each unit member's regular paycheck shall be made during the period of September 1 through June 30 of each year to coincide with the billing calendar set forth by NJEA. The College shall remit all monies based on NJEA requirements. Once the funds are remitted, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the NJEA.
 - c. The Association shall certify to the College in writing the current rate of its Association dues. Should the Association charge the rate of its Association dues, it shall give the Director of Human Resources

written notice thirty (30) days prior to the effective date of such change.

- d. It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the College harmless from any claims, actions, or proceedings by any employee arising from deductions made by the College hereunder.
 - e. The Association shall waive all right and claim against the College for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.
 - f. Any employee of the bargaining unit choosing not to become a member of the Association shall have deducted from the member's salary an agency fee in the amount of eighty-five percent (85%) of the total dues charged by the Association to its members. Such agency fee shall be transmitted to the NJEA in accordance with this Article.
 - g. The Association hereby agrees to indemnify and hold harmless the College from and against any claims from any non-union members for excessive or improper disbursement of agency shop fees or dues deducted from the salaries of nonmembers of the Association.
 - h. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system.
20. In present Article **26** (CHANGES IN ADMINISTRATIVE SALARIES), p. 21, Paragraph A shall be retained, and Paragraph B shall be deleted and replaced with the following: "The total dollar amount of merit funding will be discussed with the President of the Administrative Association on a year to year basis."
21. Retain present Articles **27** through **29**
22. Replace Article **30** (SALARIES) with the following:
- A. Effective September 1, 2006, each unit member's base salary shall be increased by 0%.
 - B. Effective September 1, 2007, each unit member's base salary shall be increased by 3%.
 - C. Effective September 1, 2008, each unit member's base salary shall be increased by 3%.
 - D. Effective September 1, 2009, each unit member's base salary shall be increased by 3%.
23. Retain present Articles **31** through **33**

24. Replace Article 34 (PROMOTION PROCEDURES) with the following, which will have the new title of "ACADEMIC RANK/TENURE/PROMOTION PROCEDURES"

- (A) It is understood that no administrative position shall carry academic rank. Rank shall reside with the individual and not with the administrative position.
- (B) All members of this unit, who hold concurrent academic rank and tenure in that rank shall be returned to faculty status with said rank effective at the beginning of the first semester or session following the submission of written notice to the President, provided a suitable replacement is available. If the administration determines that a suitable replacement cannot be found, the decision to deny the return to faculty status shall not be arbitrable. The minimum time between said notice and the return to faculty status shall be ninety (90) days.
- (C) Administrators who return to faculty status at the beginning of the Fall semester shall be responsible for the full faculty load. Administrators who return to faculty status at the beginning of the Spring Semester shall be responsible for one-half of full faculty load.
- (D) Any member of the Administrative unit holding concurrent academic rank may apply for tenure or promotion in the concurrent academic rank i.e. from Instructor to Assistant Professor, from Assistant Professor to Associate Professor, from Associate Professor to Professor.
- (E) Written applications for either tenure or promotion shall be submitted to the appropriate Dean or immediate supervisor by January 1 of each year.
- (F) Where applicable, consideration will be given to such criteria as excellence as a teaching faculty member, scholarly achievements, professional status, growth and development, and contributions to the College that add to its academic excellence. Each application shall address itself extensively to these and other relevant factors in the individual's job description through the submission of a Self-Evaluation.
- (G) Each applicant will name a peer (a member of the unit with academic rank) who is not currently applying for tenure or promotion. The peer will provide a summary of the applicant's performance in the areas listed above. The summary is to be submitted to the appropriate Area Head or immediate supervisor by February 1 of each year.
- (H) All applications must be reviewed by the appropriate Area Head or immediate supervisor and submitted with comments and recommendations to the President by February 15 of each year.
- (I) Candidates for tenure or promotion who will not be recommended to the President will be notified in writing by February 22.
- (J) In the event of a negative recommendation from the Area Head or immediate supervisor, the applicant will have the opportunity to review the recommendation and withdraw the application or appeal directly to the President for review and consideration. Upon notice of appeal to the President, the Area Head will forward the entire tenure or promotion file to the President.
- (K) Each application with a positive recommendation will be processed and submitted to the President, or designee.

- (L) The President's Office shall review all applications, comments and recommendations received from the Area Head and all appeals received from tenure or promotion candidates. The President will forward the application(s) to the Board by April 15 of each year. Failure of the President to give a positive recommendation, however, will bring the matter to an end and will not be subject to review or subject to the grievance and arbitration procedures of this Agreement.
- (M) Candidates for tenure or promotion who will not be recommended to the Board will be notified in writing not less than seven (7) days preceding the Board meeting.
- (N) All applications that have achieved the positive recommendation of the President will be reviewed by the Board and its decision shall be final and binding on all parties.
- (O) In the event of promotion, there shall be an adjustment in salary only upon the member's reentry into the faculty unit and the assumption of duties as a full-time member of the faculty.
- (P) Individuals may not be promoted within three (3) years of the effective day of their last promotion.

25. In article **35** (WORKLOAD), retain Paragraph A and delete Paragraph B.

26. Replace Article **36** (DURATION) with the following:

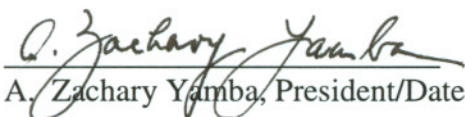
This Agreement shall become effective **September 1, 2006**, and shall remain in full force and effect for a period of four (4) years until 12:00 midnight, **August 31, 2010**. The parties agree that, on or about September 1, 2008, they will meet to reopen negotiations as to revision to be sought by the College with regard to Articles 4.F (ASSOCIATION AND ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES - parking), 10 (HEALTH INSURANCE/PENSION), 12 (DENTAL BENEFITS), of this agreement.

27. Upon final ratification relevant articles will be renumbered.

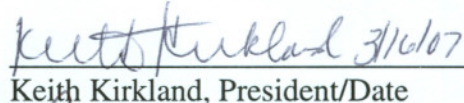
The parties agree to meet, confer, discuss and include such language changes necessary and proper for the successor collective bargaining agreement to commence September 1, 2006.

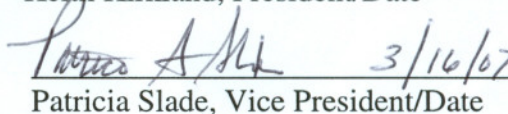
RATIFICATION: The Memorandum of Understanding shall be subject to ratification by the member of the Essex County College Administrative Association and by the College Board of Trustees. It shall not be enforceable absent such ratification. The Association bargaining committee agrees that it will recommend ratification. The College bargaining committee agrees that it will likewise recommend ratification.

For the Administration


A. Zachary Yamba, President/Date

For the Administrative Association

 3/16/07
Keith Kirkland, President/Date

 3/16/07
Patricia Slade, Vice President/Date

REQUEST FOR BOARD ACTION

TO: BOARD OF TRUSTEES	Date March 28, 2007
FROM: The President	
SUBJECT: MEMORANDUM OF UNDERSTANDING ESSEX COUNTY COLLEGE ADMINISTRATIVE ASSOCIATION	Request Number 7-1908

WHEREAS, The Essex County College Administrative Association is the recognized negotiating agent for the labor unit comprised of Administrative Association members; and

WHEREAS, Essex County College and the Essex County College Administrative Association have engaged in negotiations for an agreement for the period September 1, 2006 through August 31, 2010; and

WHEREAS, The Administrative Association members ratified the attached Memorandum of Understanding at its meeting held on March 16, 2007;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Essex County College that the Memorandum of Understanding with the Essex County Administrative Association for the period September 1, 2006 through August 31 2010 be approved.

Executive Responsible for Recommendation	Final Disposition
A. Zachary Yamba, President	
Board Approval Date	