

# FINAL MEMORANDUM OF UNDERSTANDING

## Support Staff Association

December 5, 2007

1. Retain present Articles **1** through **12**.
2. Retain present Article **13**, except for the following:
  - a. Paragraph A shall be deleted and replaced with the following:

The normal workweek for all full-time office workers shall be thirty-five (35) hours. The workday shall include an unpaid meal period scheduled to occur between the hours of 12:00 p.m. and 2:00 p.m. Employees agree to cooperate with their Department Head, or designee, when work is needed to be completed during this time period. The College shall make every effort to avoid scheduling employees for workweeks other than five consecutive days unless such is required by the applicable program or consented to by the employee.
  - b. Paragraph C shall be deleted. (See new Article 15 Lunch Period and Breaks)
3. Retain present Article **14**.
4. Delete present Article **15** and replace it with the following:

### LUNCH PERIOD AND BREAKS

A. Office staff working a full seven (7) hour day, and Facilities staff (excluding HVAC staff) working a full eight (8) hour day, shall choose between either of the following: two (2) fifteen minute each, unpaid rest periods and a thirty (30) minute unpaid meal period, or a sixty (60) minute unpaid lunch period. An employee is otherwise to not perform work during a break/lunch period.

B. The HVAC staff is on duty 100% of the time. The HVAC staff workday shall include one (1) paid rest period for each half of the work day, and a paid meal period break, which combined shall equal sixty (60) minutes.

C. Neither lunchtime nor break time may be accumulated if not taken. An employee may not be excused from a late arrival or early departure by working during a rest period. An employee may be required to work during a scheduled lunch break; if this occurs, the employee will not receive additional compensation, but will have the opportunity to have an equal amount of time available as a break at some point during the remainder of the employee's workday.

D. Any unit member who leaves the College grounds during a lunch or rest period may be required to clock out upon leaving and

clock in upon returning. The member shall not be paid for any time taken without authorization.

5. Retain present Article **16** (VACATION), and add the following to the end of Paragraph C: "Seniority shall be the basis for settling conflict regarding the taking of vacation leave."
6. Retain present Article **17**.
7. Retain present Article **18**, except for the following:
  - a. In Paragraph D(2), delete "All accumulated or accrued personal days, sick days, and vacation days having been exhausted," and replace it with "All available vacation and sick leave having been exhausted."
  - b. Delete Paragraph H.
8. Retain present Article **19**, except for the following:
  - a. In Paragraph A, delete "Work days between Christmas and New Year's Day for office Workers, only", and replace it with "Work days between Christmas and New Year's Day."
  - b. Delete Paragraph I.
9. Retain present Article **20**, except delete Paragraph A and replace it with the following:

It is understood that the Board of Trustees has the right to close the institution at any time due to fiscal emergency. During such Board approved periods of closure, unit members covered by this Agreement would be entitled to utilize vacation for the purpose of salary continuance. If this option is not taken, the period of closing will be without pay. During closures for any other reasons, including holidays or recesses, members will be paid without deduction from vacation time.
10. Retain present Article **21**, except for the following:
  - a. Delete the language in (E) (1) (a), and replace it with the following: "All pension contributions of the employee on leave of absence cease with the effective date of the leave."
  - b. Add the following as Paragraph H:

A unit member shall be entitled to physical examinations by a physician of choice, and shall be eligible for unduplicated reimbursement for such examinations up to a maximum of \$235 per contract year. Such reimbursement may include eyeglasses prescribed and purchases as a result of an eligible vision examination, within the \$235 maximum. All claims for the preceding contract year shall be submitted once between July 1 and July 31 of the next contract year. Claims for the preceding contract year which are submitted at any other time shall not be allowed.

11. Retain present Articles **22** through **28**.
12. Delete present Article **29** 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. This language shall be applied on a course-by-course basis.

### **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.

### **III. DEGREE ATTAINMENT** - A member earning an initial Associate degree shall receive a lump sum salary adjustment, the beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of \$1,000. This degree attainment provision shall apply only for degrees earned on or after January 1, 2008.

## **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. This language shall be applied on a course-by-course basis.

- 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 eighteen (18) 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. This language shall be applied on a course-by-course basis.
- 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. DEGREE ATTAINMENT:** A member earning an initial degree shall receive a lump sum base salary adjustment, the beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of: Bachelor degree \$2,000; Master degree \$3,000; Doctorate degree \$4,000. This degree attainment provision shall apply only for degrees earned on or after January 1, 2008.

## **V. 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.

13. Retain present Articles **30** through **35**.

14. Replace present Article **36** (AGENCY SHOP) 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 change 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.

15. Retain present Articles **37** through **40**.

16. Retain present Article **41**, except delete the last two sentences of (B) (7) and replace them with the following: "The Merit Bonus shall be paid out as a lump sum payment to the individuals, as part of their base salary, on or about December 1. The President's decision will be binding."

17. Retain present Articles **42** through **46**.

18. Replace Article 47 (SALARY/LONGEVITY), with the following:

A. SALARY

Salary increases shall be given as follows:

Effective July 1, 2006:

- Each unit member's base salary shall be increased by 0%.
- Each unit member shall be paid a bonus of \$400.

Effective July 1, 2007:

- Each unit member's base salary shall be increased by 2%.
- Each unit member shall immediately thereafter receive an increase in base salary of \$600.

Effective July 1, 2008:

- Each unit member's base salary shall be increased by 2%.
- Each unit member shall immediately thereafter receive an increase in base salary of \$600.

B. LONGEVITY

- a. A unit member with 5 years of service shall receive a \$750 base salary increase on July 1 of the 6<sup>th</sup> year
- b. A unit member with 10 years of service shall receive a \$500 base salary increase on July 1 of the 11<sup>th</sup> year
- c. A unit member with 15 years or more of service shall receive a \$300 base salary increase on July 1 of the 16<sup>th</sup> year

19. Replace present Article 48 (DURATION) with the following:

This Agreement shall become effective **July 1, 2006**, and shall remain in full force and effect for a period of three (3) years until 12:00 midnight, **June 30, 2009**. The parties agree that, on or about July 1, 2008, they will meet to reopen negotiations as to revision to be sought by the College with regard to Articles 27 (parking), and 33 (as to health and dental benefits).

20. Longevity as been moved into Article 47 (see #18, above) and Article 49 deleted.

21. Upon final ratification relevant articles will be renumbered.

**For the Administration**

Ruena Keith 12/5/07  
Name/Date

G. Zachary Jank 12/4/07  
Name/Date

**For the Association**

Royce Jackson Dec 5, 2007  
Name/Date

\_\_\_\_\_  
Name/Date

REQUEST FOR BOARD ACTION

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>Date</b>
<b>FROM:</b>	<b>The President</b>	<b>December 12, 2007</b>
<b>SUBJECT:</b>	<b>MEMORANDUM OF UNDERSTANDING ESSEX COUNTY COLLEGE SUPPORT STAFF ASSOCIATION</b>	<b>Request Number</b>  <b>7-1947</b>

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

**WHEREAS,** Essex County College and the Essex County College Support Staff Association have engaged in negotiations for an agreement for the period July 1, 2006 through June 30, 2009; and

**WHEREAS,** The Support Staff Association members ratified the attached Memorandum of Understanding at its meeting held on December 6, 2007;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Essex County College that the Memorandum of Understanding with the Essex County College Support Staff Association for the July 1, 2006 through June 30, 2009 be approved.

Executive Responsible for Recommendation	Final Disposition
<b>A. Zachary Yamba, President</b>	
Board Approval Date	