

**MEMORANDUM OF AGREEMENT
BETWEEN ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND ESSEX COUNTY COLLEGE ADMINISTRATIVE ASSOCIATION**

This Memorandum of Agreement (“MOA”) between the Essex County College Board of Trustees (“Board of Trustees”) and the Essex County College Administrative Association (“Association”) (collectively “the Parties”) is entered into on this 31 day of October, 2024, shall be effective on the date of Board of Trustees approval. All prior agreements, amendments and provisions are incorporated herein by reference and shall remain in full force and effect.

WHEREAS, Essex County College (“College”) has learned of new initiatives being implemented within Higher Education related to flexible work schedules; and

WHEREAS, the College seeks to launch a Temporary Hybrid Work Pilot Program and Compressed Work Week initiative (“Temporary Pilot Program”) for all eligible College employees; and

WHEREAS, the College now intends to utilize this Temporary Pilot Program to inform its decision regarding the utilization of a permanent flexible work program; and

WHEREAS, the Association has expressed an interest in participating in the Temporary Pilot Program.

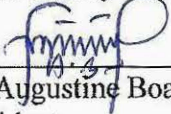
NOW THEREFORE, the Parties understand and agree as follows:

1. The Temporary Pilot Program will begin on or about November 1, 2024 and expire June 30, 2024.
2. The Association agrees that the Temporary Pilot Program is consistent with the College’s managerial prerogative and will not be subject to the grievance and arbitration provisions within the Parties’ current Collective Bargaining Agreement.
3. The Parties further agree that the College may, at its discretion, extend the Temporary Pilot Program pursuant to the terms of this MOA.
4. The Parties agree that a flexible work schedule that incorporates remote work or a compressed work week outside of this Temporary Pilot Program is subject to bargaining and the terms of the current Collective Bargaining Agreement between the Parties.
5. The Parties agree that any flexible work schedule created outside of this Temporary Pilot Program, including but not limited to an employee’s reasonable accommodation or leave of absence, shall not be subject to this MOA.
6. The Association and its membership, individually and collectively, release the College from liability and waive their right to any administrative or judicial claims and/or actions against the College relating to this Temporary Pilot Program.

7. The Parties agree that, due to its temporary nature, this Temporary Pilot Program shall not serve as an established practice and shall not be binding upon future hiring or employment decisions, negotiations, agreements, and/or amendments.
8. This MOA reflects the mutual understanding and agreement of the Parties and does not replace any existing agreements between the Parties.
9. The Temporary Pilot Program and MOA shall be subject to approval by the Board of Trustees.

In witness whereof, the College and Association have caused this Agreement to be signed.

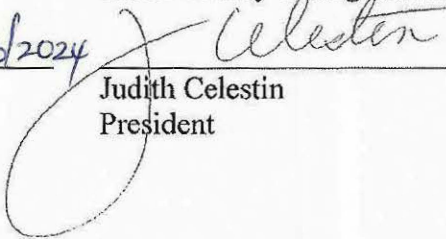
Essex County College:



Dr. Augustine Boakye
President

11/26/2024
Date

Essex County College Administrative Association:



Judith Celestin
President

10/31/24
Date