ESSEX COUNTY COLLEGE
STUDENTS FIRST

BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

Subject:	Personnel: Addendum to the Memorandum of Understanding, Essex County College - Security Association
Contact:	Dr. Augustine Boakye, Interim President
Meeting Date:	June 22, 2021
Agenda Item No.:	Goldenrod 4-17/12-2021

RECOMMENDATION: It is recommended that the Board of Trustees ratify the addendum to the Collective Bargaining Agreement between Essex County College and the Essex County College Security Association to provide the following combined one-time payment to current employees:

1. One-time Contract Retroactive Payment for the Covid years:
    a. 1.5% for FY 20 (July 1, 2019 – June 30, 2020)
    b. 1.5% for FY 21 (July 1, 2020 – June 30, 2021)
2. One-time COVID-Related Extra Work Compensation for the Covid years:
    a. 1.5% for FY 20 (July 1, 2019 – June 30, 2020)
    b. 1.5% for FY 21 (July 1, 2020 – June 30, 2021)

BACKGROUND AND RATIONALE: The Essex County College Security Association is the recognized negotiating agent for the labor unit comprised of Security Association members. Essex County College and the Essex County College Security Association agree to the stated one-time Contract Retroactive Payment and one-time COVID-Related Extra Work Compensation as evidenced by the attached Memorandum of Agreement (MOA).

FISCAL NOTES: The recommended one-time payments are included in the College's annual operating budget for FY 2022.

RESOLUTION: The Board of Trustees of Essex County College ratify the addendum to the Collective Bargaining Agreement between Essex County College and the Essex County College Security Association to provide the following combined one-time payment to current employees:

1. One-time Contract Retroactive Payment for the Covid years:
    a. 1.5% for FY 20 (July 1, 2019 – June 30, 2020)
    b. 1.5% for FY 21 (July 1, 2020 – June 30, 2021)
2. One-time COVID-Related Extra Work Compensation for the Covid years:
    a. 1.5% for FY 20 (July 1, 2019 – June 30, 2020)
    b. 1.5% for FY 21 (July 1, 2020 – June 30, 2021)

EXECUTIVE RESPONSIBLE FOR RECOMMENDATION	FINAL DISPOSITION
Dr. Augustine Boakye, President	**Approved by Board of Trustees**
BOARD APPROVAL DATE	
December 14, 2021	

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN ESSEX COUNTY COLLEGE BOARD OF TRUSTEES AND ESSEX COUNTY COLLEGE SECURITY ASSOCIATION

I. The following provisions apply to current employees only. "Current Employee" is defined as a full-time employee who is on the active payroll of Essex County College on December 10, 2021.

II. In order to receive the one-time payment, the current employee, as defined in paragraph 1 herein, must have been employed full-time with the College during the time periods enumerated below. It is understood and agreed that this one-time payment will be calculated and made to current employees as follows:

A. Contract Retroactive Payment for the COVID years: All current employees will receive:

i. 1.5% for FY 20 (July 1, 2019 - June 30, 2020)

ii. 1.5% for FY 21 (July 1, 2020 - June 30, 2021)

iii. This one-time Contract Retroactive payment is a one-time payment and will not be part of or added to the employee's base salary.

B. Covid-Related Extra Work Compensation – All current employees will receive:

i. 1.5% for FY 20 (July 1, 2019 - June 30, 2020)

ii. 1.5% for FY 21 (July 1, 2020 - June 30, 2021)

iii. This one-time COVID compensation payment is reflective of the efforts of our employees during the COVID crisis as well as for the extra work and effort our employees performed during the COVID years. This payment is a one-time payment and will not be part of or added to the employee's base salary.

The parties hereby agree that, if any provisions of this Addendum to the 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 Addendum to the Memorandum and where required, certain articles shall be renumbered.

RATIFICATION: This Addendum to the Memorandum of Understanding shall be subject to ratification by members of the Union 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.

For Essex County College:		**For Essex County College Security Association:**	
Dr. Augustine Boakye President	12/15/2021 Date	Ricky King President	12/15/21 Date