

PREAMBLE

This Agreement made by and between the Board of Trustees of Essex County College, a non-profit educational institution in the City of Newark (hereinafter referred to as the "Board" or "College"), and the Essex County College Security Association (hereinafter referred to as the "Association").

WHEREAS, it is agreed and acknowledged by both parties that the College is operating a non-profit educational institution, and

WHEREAS, it is the desire of both parties to this Agreement to work together to establish mutually satisfactory conditions of employment and to continue harmonious relations, and further, that every effort shall be made to maintain the academic atmosphere, and

WHEREAS, it is the intent and purpose of both parties that this Agreement is to promote and improve the mutual interests of the College as well as its employees and to avoid interruptions and interferences with service to the College, its students and the community and to set forth herein the terms and conditions of employment,

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

A. INCLUDED

The College hereby recognizes the Association, for the duration of this Agreement, as the sole and exclusive bargaining agent under Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, for all regular full-time and part-time (20 hours or more) staff employees (hereinafter to be defined) employed by Essex County College in job titles, classifications or categories listed in the Appendix to this Article and all other similar job classifications which may be added during the contract term.

B. EXCLUDED

Excluded shall be all employees in those job classifications and titles directly covered by other collective bargaining agreements currently in existence by and between the College and other collective bargaining agents, all part-time employees who work less than 20 hours per week, temporary employees, managerial, and confidential employees designated by the College.

C. SUBSEQUENT CLASSIFICATIONS

(1) The College shall have the initial right to determine whether any other job title, classification or category shall be included or excluded from the bargaining unit as defined by the Agreement. Should the Association protest this inclusion or

exclusion, the parties shall meet in an attempt to resolve this dispute. Either party may submit the matter to the Public Employment Relations Commission ("PERC") for a unit clarification in accordance with PERC rules and regulations.

(2) Pending a resolution of the dispute, the College shall be free to unilaterally determine the rate of pay, hours of work and other terms and conditions of employment for the disputed classification.

(3) Any such dispute shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE 2

DEFINITIONS

A. The term "Board" as used in this Agreement shall refer to the Board of Trustees of Essex County College.

B. The term "College" as used in this Agreement shall refer to Essex County College, Newark, New Jersey.

C. The term "Association" as used in this Agreement shall refer to Essex County College Security Association.

D. The term "negotiating unit" or "appropriate bargaining unit" shall refer to that as defined in Article 1 of this Agreement.

E. The words "Employee" or "Employees" as used hereinafter in this Agreement shall refer only to such persons who are at the time in question within the titles, classifications or categories listed in Appendix of Article 1.

F. The term "Regular Full-Time Staff Employee" shall refer to those non-probationary employees who are employed for an indefinite period and work a forty (40) hour week. Such employees are entitled, where eligible, to all fringe benefits provided herein.

G. The term "Regular Part-Time Staff Employee" shall refer to those non-probationary employees who are employed for an indefinite period and work a minimum of twenty (20) hours or more. Such employees are entitled, where eligible, to all fringe benefits provided herein.

H. The term "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months, or for the periods of a regular employee's leave as provided in the contract, and who, at the time of hire, are given a specific termination date. The College may extend the three (3) month period for one (1) additional three (3) month period. Thereafter, a decision must be made that the employee automatically becomes full-time or terminated. Once hired as a full time, the employee shall not be subjected to the normal ninety (90) day probationary period. Their probationary period is actual days of service, commencing with the first day of hire as a "Temporary Employee" plus the amount of days needed to fulfill the normal ninety (90) day requirement.

I. The letters "ECCSA" within the Essex County College community shall be used only to refer to Essex County College Security Association.

ARTICLE 3

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association and the Board agree to conduct negotiations in as professional and informal manner in accordance with Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974. These negotiations involve upon matters concerning terms and conditions of employment for all members of the bargaining unit.

B. Each party shall make a good faith effort by December 15th of the date preceding the date that this Agreement expires to inform the other party of its intention to initiate negotiations over a successor agreement.

C. The parties shall make a good faith effort to exchange proposals, and negotiations shall commence not later than January 15th of the date preceding the date of this Agreement's expiration, unless extended by mutual agreement of the parties. Each party shall be entitled, during negotiations, to make counter-proposals at any time subsequent to these dates.

D. Any agreement so negotiated shall be reduced to writing and signed by both parties. It shall be presented to the Board and to the Association for ratification.

ARTICLE 4

SCOPE OF AGREEMENT

A. The Board and the Association acknowledge that, during negotiations which resulted in this Agreement, each party had the

unlimited right and opportunity to make demands and proposals with respect to all terms and conditions of employment. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties, after the exercise of that right, are set forth in this Agreement.

B. The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified, in whole or in part, except by an instrument in writing duly exercised by both parties.

C. This Agreement shall supersede any rules, regulations or practices of the Board with respect to terms and conditions of employment which are contrary to or inconsistent with its terms.

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The College agrees to furnish the Association with the following information upon request:

(1) Directory, in current form, of all personnel in the unit. The College shall notify the Association of new employees

and their departments by giving it a quarterly list of same.

(2) Updates and changes in the College Regulations Manual as they are adopted.

(3) Agenda and Minutes of the public meetings of the Board.

(4) The current title and salary of each employee in the negotiating unit (Information to be furnished prior to the commencement of negotiations for use during negotiations.)

(5) Job opportunities within the College including title and minimum salary prior to closing date for receipt of application and in accordance with applicable College regulations. (Job descriptions shall be available on request from the Director of Human Resources).

B. Duly authorized representatives of the Association, as certified by the Director of Human Resources and by the President of the Association and who are employed at the College, shall be permitted time to transact official Association business on College property so long as it is on non-work time (such as "meal" time), and so long as there shall be no interruption of normal College operations or student activities, and so long as there shall be no interference with the work time of other members of the bargaining unit.

Also, a duly authorized representative shall be allowed time off to attend all public meetings of the Board held at the College.

C. The Association shall have the right to post notices

concerning official Association business on a designated Bulletin Board.

(1) A copy of any material to be posted shall be made available for prior inspection by the Department Head or his/her designee, who shall have the right to disapprove the posting of that material.

(2) Any item posted shall indicate the person responsible for posting of the item. All items so posted shall be the responsibility of the Association.

(3) The material posted shall be in good taste and, no material, notices, or announcements which violate the provisions of this section shall be posted, and if posted, shall be removed.

D. The Association may use the inter-College mail system for bulk distribution of materials to designated members of the bargaining unit. A copy of the material so distributed shall be made available for prior inspection by the Director of Human Resources, or designee, who shall have the right to disapprove the distribution of that material through the inter-College mail system.

E. Whenever the College finds it necessary to conduct a negotiating session, conference, or meeting during the normal work hours, and the attendance of a member of the bargaining unit is required, said individual shall suffer no loss of pay. There shall be no compensation for negotiations or any other conference or meeting held at any other time. The College shall have the right to unilaterally establish negotiating sessions during working

hours.

F. What is contained in this Agreement shall be for the exclusive use of the Association.

G. The Executive Committee, to a maximum of five (5) employees, may be granted up to three (3) hours per month for the purpose of conducting meetings during work hours so long as approval is received from the appropriate Department Heads or their designees. One (1) hour per month between the hours of 9:00 a.m. and 4:00 p.m. shall be reserved for the conduct of Association business including Association meetings, so long as this is consistent with the needs of the College and approved by the Department Heads or their designees. Every effort shall be made to relieve members of their responsibilities during this one-hour period with the understanding that should the needs of the College dictate, unit members may be called from this activity or meeting to perform services for the College. The Association shall communicate its desire to the Department Heads or their designees to reserve this one-hour period at least one week in advance. A Department Head or designee shall have the right to request that the one-hour period be changed as dictated by exceptional needs of the College.

ARTICLE 6

BOARD RIGHTS

A. Notwithstanding any provision of this Agreement, the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in

it by the laws and constitution of the State of New Jersey, and all local, state and federal laws.

B. The Board retains all rights of management and control of the College and any of the rights, powers, and/or authority the Board previously enjoyed or exercised are retained by the Board and may be exercised without proper notice or consultation with the Association, except those specifically abridged or modified by this Agreement.

C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours, consistent with the terms of this Agreement and Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974.

D. Where any provision of this Agreement is in conflict with the laws of the State of New Jersey, such law shall prevail.

ARTICLE 7

GRIEVANCE PROCEDURE

A. This Grievance Procedure shall be in full effect for the period covered by this Agreement and until a successor Agreement is negotiated and ratified by the parties.

B. The Association affirms that for the duration of this Agreement it shall attempt to resolve any and all disputes with the Employer by the peaceful resolution of disputes as provided in P.L. Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974.

C. Definitions

(1) For the purpose of this Grievance Procedure, the term "grievance" shall mean any dispute concerning the interpretation, application or alleged violation of any specific written provision of this Agreement or any policy, agreement or decision affecting terms and conditions of employment covered by this Agreement.

(2) For the purposes of this Grievance Procedure, the term "grievant" shall mean an employee of the College who is a member of the bargaining unit or a group of employees of the College who are members of the bargaining unit or the Association.

D. Informal Procedure - Level One

Prior to the filing of a formal grievance, the grievant must informally discuss the matter with the Department Head or designee, with the objective of resolving the matter informally.

E. Formal Procedure - Level Two

If as a result of the informal discussion with the Department Head or designee, the matter is unresolved, the grievant may invoke the formal Grievance Procedure by having the Association submit a written grievance on behalf of the grievant. This written grievance shall be submitted no later than ten (10) working days after the grievant has availed himself/herself of the procedure outlined in E. above, but in no event later than thirty (30) calendar days after the act or condition upon which the grievance is based.

Step I: The grievance shall be filed in writing with the Director of Human Resources or designee. The forms utilized to

report and file the grievance shall be mutually agreed upon by the College and the Association. Within five (5) working days of the receipt of the written grievance, the grievant, a representative of the Association, and the involved administrator shall meet for the purpose of resolving the grievance. Within ten (10) working days after the above mentioned meeting, the Director of Human Resources or designee shall provide an answer in writing to the Association who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

Step II: If the grievant is not satisfied with the disposition of employee's grievance at Level Two, Step I, then within five (5) working days after receipt of the answer by the Association, the grievant shall file two (2) copies of the grievance with the President or designee and one (1) copy with the Association. If this process was exercised in Step I as a result of the reporting level of the grievant, Step III will apply.

Within five (5) working days from the filing of the grievance with the President or designee, the grievant, a representative of the Association, the involved Administrator and the Director of Human Resources or designee, shall meet for the purpose of resolving the grievance. Within ten (10) working days following that meeting, the President or designee shall provide an answer in writing, to the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

Step III: If the grievant is not satisfied with disposition of the grievance at Level Two, Step II then within five (5) working days after receipt of the answer by the Association, the grievant shall file with the Board two (2) copies of the grievance and disposition under Step I or Step II as is appropriate, along with a written statement of reasons for grievant's dissatisfaction with the disposition. Within ten (10) working days from the date of filing of the grievance with the Board, the Board, through its duly designated representative (members of the Board), shall meet with the grievant, a representative of the Association, and the involved Administrator. At the sole discretion the Board, this meeting may be deferred until the next regularly scheduled meeting of the Personnel Committee of the Board. The Board shall designate the time and place of the meeting. Within ten (10) working days after the meeting, the Board shall present its answer in writing to the Grievance Chairperson, or in the chairperson's absence, to any officer of the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

Step IV: If the grievant is not satisfied with the disposition of the grievance at Level Two, Step III, then within ten (10) working days after receipt of the answer by the Association, the grievant may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing a request to PERC

within fifteen (15) working days after receipt of the request from the grievant. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

The decision of the arbitrator shall be final and binding regarding any of the specific terms of this Agreement, except as provided therein. The decision of the arbitrator shall be advisory in nature for all other grievances.

All exclusions from the Grievance Procedure as provided herein shall remain in effect for the duration of this Agreement.

The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Saturdays, Sundays, holidays, and any days on which the College shall not be open, shall be excluded from the computation of "working days" as the term is used in this Grievance Procedure.

G. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

H. The number of days indicated at each step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the procedure may be extended by written agreement between the parties or their designees.

I. Failure by the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

J. Failure of the employer to submit a written disposition within the prescribed time limits shall allow the grievance to proceed to the next step.

K. It is expressly understood and agreed that in addition to the exclusions from the provisions of the Grievance Procedure which are contained elsewhere in the Agreement, the College shall have the right to object to any matter going to the Grievance Procedure and submit the issue to PERC.

L. No reprisals of any kind shall be taken by the College or the Association or by members of the Administration against any participant in the Grievance Procedure by reason of such participation.

M. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual consent so that the Grievance Procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.

N. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

O. It is agreed that all parties involved in Grievance

procedure shall make available, without request, all documents and materials pertinent to the processing of the grievance.

P. If any employee covered by this Agreement has a complaint which the member wishes to discuss with his/her supervisor, the member is free to do so without recourse to the Grievance Procedure.

Q. A grievance may be withdrawn by the grievant or the Association at any level. However, if in the judgment of the Association, the grievance affects the welfare of the members, the grievance may be continued to be processed as a grievance of the Association.

R. All meetings and hearings held pursuant to this Grievance Procedure shall not be conducted in public and shall include only such parties in interest as herein above-referenced. All parties to this Agreement do hereby covenant and agree that any Grievance Procedure shall be kept as confidential and as informal as is appropriate.

ARTICLE 8

PERSONNEL FILE

A. Each member of the bargaining unit shall have on file in the Office of the Director of Human Resources a personnel file. This file shall be considered the official personnel file for the member of the unit.

B. Upon written notice of at least one (1) day to the Human Resources Department, the personnel file shall be open to the member of the negotiating unit in a specified location in the Human Resources Department on a working day, between the hours of 9:00 a.m. to 3:00 p.m. upon the signature of the member of the unit requesting to see the personnel file. The time for review shall be kept to an absolute minimum, but in any event, not exceed thirty (30) minutes. The following material contained in the personnel file shall not be made available to the individual:

- (1) Character and job references from outside sources.
- (2) Placement records containing references from outside sources.
- (3) Transcripts restricted by the sending institution.
- (4) Other confidential references or confidential information obtained from a source outside the College.

C. No document, other than those of a confidential nature mentioned above, which is derogatory to the employee's conduct, service, character, or personality, shall be inserted in the individual member's personnel file without prior written notification, which shall be accomplished by personal service or

mailing a copy of such document to the employee's listed address by certified mail. The individual member shall have the right to respond to any non-confidential document within ten (10) days from its placement in the employee's file. The employee shall acknowledge that he/she has had the opportunity to review the material by affixing the member's signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The above shall apply both with respect to those who are employed and those who have since left the employ of the College.

D. The Director of Human Resources shall be responsible for the safekeeping of all personnel files. Files shall not be removed from the safekeeping of the Director of Human Resources.

E. Consistent with the requirements of B. above, an individual may make one (1) copy of each item contained in the personnel file that is not restricted by B.(1) - B.(4) above. Such copies shall be made by the Human Resources Department at no cost to the employee the first time during the year that such a request is made.

F. The Director of Human Resources may remove disciplinary documentation from the personnel file of a unit member after five (5) years.

ARTICLE 9

JOB DESCRIPTION

A. There shall be a job description in the Human Resources Department for each position held by a member of the unit. Copies

of current job descriptions may be obtained from the Human Resources Department.

B. The development of these descriptions shall be the responsibility of the College, and further, the College shall have the right to change job descriptions so long as the change is not inconsistent with the terms of this Agreement.

C. The Association President shall be provided with a job description for each bargaining unit title. If a job description is changed, or a title is changed, the Association President shall be provided with a copy of the change in job description or title.

ARTICLE 10

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

The College agrees to adhere to all federal and state statutes and regulations concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the College and the Association in a manner which is not discriminatory. As per College Regulation 4-10 regarding Affirmative Action, any complaint of discrimination should be filed with the appropriate agency (Division on Civil Rights, Equal Employment Opportunity Commission).

ARTICLE 11

PROBATIONARY PERIOD

A. All newly hired employees covered by this Agreement,

whether or not previously employed by the College, shall be deemed probationary employees and shall be subject to a probationary period of ninety (90) calendar days, commencing with the first day of their employment. In its discretion, the College may extend the probationary period for an additional forty-five (45) day period.

Days lost from work because of sickness and accident during the probationary period shall not be considered in computing the ninety (90) day period.

B. Notwithstanding any other provisions of this Agreement, the College may, at any time during or at the end of the probationary period, discharge such probationary employee and such action shall not be made the subject matter of any grievance by the employee or the Association.

C. A probationary employee shall not be covered by the terms and conditions of this Agreement for the entire duration of the period; however, upon expiration of the probationary period, the length of service shall be computed from the initial date of hire.

ARTICLE 12

WORK WEEK

A. The normal work week for all full-time employees shall be forty (40) hours, over a period of five (5) consecutive days in a work week. Employees are on active duty for the entire period of the shift.

The normal work shifts are as follows:

First Shift - 11:00 p.m. to 7:00 a.m.

Second Shift - 7:00 a.m. to 3:00 p.m.
Third Shift - 3:00 p.m. to 11:00 p.m.
Swing Shift - Flexible Schedule

B. However, other work schedules may be assigned based on the needs of the institution. The work day shall include a thirty (30) minute "meal" period. Employees agree to cooperate with their superiors when work is needed to be completed during this time period.

C. Any change in current schedule working hours within a work shift shall be upon written notice to the employee(s) involved at least one (1) week in advance of the start of the new schedule. Similarly, a change in working shift assignments for any employee(s) shall be provided, in writing, at least two (2) weeks in advance of the effective date of the shift change. **In the event of an emergency or extraordinary circumstances, this provision shall have no binding effect on the College.**

ARTICLE 13

OVERTIME

A. One and one-half times of the employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of forty (40) hours for all employees. The work week shall be computed from 12:01 a.m. on Sunday to 12:00 midnight on Saturday.

B. The scheduling of all working hours, including overtime, shall be within the sole discretion of the College. Employees are

expected to work any overtime requested. No overtime shall be paid unless the work has been specifically authorized by the Department Head or designee prior to the performance of said overtime.

C. All members of the unit shall be paid overtime at a rate of one and one-half (1½) times their regular hourly rate for all hours worked in excess of forty (40) in any one week. Holidays, vacation days, personal days, and sick time with pay shall be considered as part of the regular work week for the purpose of computing overtime pay.

D. The Department Head or designee shall have the right to schedule overtime in accordance with the best interests of the operation of the department and the needs of the College. Overtime and special events shall be offered to employees by rank of seniority.

E. If the College knows of its overtime requirements, it shall endeavor to give notice of forty-eight (48) hours of overtime requirements and seventy-two (72) hours notice of requested Saturday or Sunday overtime.

F. An off duty unit member required to report to duty shall be paid a minimum of four (4) hours, regardless of whether the unit member works the entire four (4) hours.

G. The Dispatcher on duty shall be offered overtime before a Security Officer is assigned to perform dispatchers duties.

ARTICLE 14

TIME CLOCK

A. Employees shall be required to clock in and clock out on a daily basis as a condition of payment for that day.

B. Where an employee recognizes an error on the time card (i.e., failure to clock in/out), the employee shall meet with the immediate supervisor as soon as practical, but in no event later than the date of submission of the time card for processing for the purpose of verifying the employee's accurate work time for that day.

C. The parties recognize that employees must clock in and out in order to accurately record time worked. No employee may clock in or out for another employee. Any employee who fails to follow these rules, or who tampers with the time clock, shall be subject to discipline, up to and including discharge.

D. An appeal for employees who have failed to follow the College's Procedure for Regulation 4-17, TIME AND ATTENDANCE REPORTING, is as follows:

(1) An employee may appeal the loss of a day's pay if the employee can demonstrate special or extenuating circumstances that have prevented the employee from satisfying the Procedure.

(2) The employee must prepare a written statement within five (5) days of receiving a memorandum of time card adjustment. The employee's statement must be received and approved by each level of management within the following time limits:

- a. Immediate Supervisor - two (2) days of receipt from employee.

- b. Area Head - two (2) days of receipt from immediate supervisor.
- c. Director of Human Resources - five (5) days from date filed by employee.

(3) If the Director of Human Resources or designee agrees with the employee's statement, the employee's day's wages shall be restored. If the Director or designee does not agree, the employee shall not be paid for the day in question, and the employee shall receive a warning.

(4) The College shall prepare and distribute a notice to all supervisors informing them of this appeal process.

ARTICLE 15

VACATIONS

A. All non-probationary bargaining unit employees covered by this Agreement shall receive vacations with pay, if eligible, according to the following schedule:

<u>Period of Continuous Employment</u>	<u>Length of Vacation</u>
0 years to 2 years	1 working day vacation per month of service or 12 vacation days per year
2 years + 1 day to 5 years	1-1/4 working days vacation per month of service or 15 vacation days per year
5 years + 1 day to 10 years	1-1/2 working days vacation per month of service or 18 vacation days per year
10 years + 1 day to 15 years	1-3/4 working days vacation per month of service or 21 vacation days per year

After 15 years

2 working days vacation per month of
service or 24 vacation days per year

B. Vacation pay shall be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

(1) There shall be no accrual of vacation time from fiscal year to year. Vacation time must be taken in the fiscal year earned or be lost.

(2) All unit members who have been prohibited from taking vacation time shall be reimbursed at year's end for all those days which were prohibited; the value of the days for reimbursement shall correspond to the value of the day when earned. The Department Head or designee must notify the President of the College, in writing, that a vacation request has been denied by May 31 of each year.

(3) Employees' annual vacation shall be available, in full, at the beginning of each July or on a pro-rata basis at the beginning of the individual's employment except as limited by Article 11. However, those separating from service prior to the completion of each fiscal year shall only be entitled to a pro rata share of the annual vacation. The value of days used beyond that, if any, shall be deducted from the employee's final pay or reimbursed to the College by the individual if the final pay is insufficient.

C. The Department Head shall have the right to schedule vacations throughout the entire year in accordance with the best interests of the operation of the department and the needs of the

College. Vacation requests for ten (10) days or more require approval, in writing, by the Department Head or designee and by the respective Area Head or designee. Such approval shall not be unreasonably withheld if the operation of the department shall not be impaired.

E. Eligible employees must submit a written request for the preferred time off to the Department Head or designee at least three (3) weeks in advance and shall receive a written confirmation or denial within five (5) working days of the request from the Department Head or designee.

ARTICLE 16

SICK LEAVE

A. Sick leave shall accrue to non-probationary members of the bargaining unit at the rate of one (1) day for every month of service, commencing with the first month.

B. Sick leave may accrue indefinitely, but unused sick days are not reimbursable upon termination or resignation. Accumulated sick leave does not apply to the taking or extending of a vacation.

C. Sick leave shall be used only for bona fide illness or disability to an eligible member of the unit. However, in the case of illness of a member of the employee's immediate family residing in the same household, the employee may be absent and suffer no loss of pay for up to three (3) days in any one year. Such leave shall be charged to the employee's annual allotment of sick days. An employee who calls in sick on a holiday on which the employee is

scheduled to work shall produce a doctor's certificate verifying the illness.

D. Payment under this Article shall be made provided that the supervisor is notified of the absence at the earliest possible moment, but in no event after the start of the shift, except in extreme bona fide emergencies. If an employee is not able to contact the Supervisor, the employee shall notify Security Headquarters as early as possible, but in no event after the start of the shift, except in extreme bona fide emergencies. All such notifications shall be recorded by Security.

E. If requested, a certificate from the employee's doctor shall be required prior to payment to verify three (3) or more consecutive days of sick leave absence. In addition, no payment shall be made for absences of an employee on the day before or after a holiday, a long weekend, or an employee's vacation period, unless a doctor's certificate, if requested, is obtained verifying the physical inability of the employee to report to work. Proof of illness, where required, must be presented to the Health Services Department on the day of receipt of the doctor's certificate as a condition of payment. This provision also shall apply to absences due to illness of immediate family members residing in the same household.

F. To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination, at no cost to the employee, prior to return from sick leave.

G. (1) In the event an employee is not absent under this

Article during the employee's anniversary year, that employee shall be granted one additional personal day to be used during the following anniversary year. Thereafter, if an employee is not absent due to sickness, the employee shall accrue one (1) personal day for every six (6) months of employment.

(2) It is understood that if an absence due to sickness does occur, the employee must again satisfy the requirements of Section G.(1) above, to qualify for additional personal days.

H. Disciplinary action may be taken if a pattern of abuse of sick leave is apparent.

ARTICLE 17

SICK LEAVE BANK

A. The College shall establish an emergency Sick Leave Bank ("Bank") to be administered jointly by the parties through the Director of Human Resources and the President of the Association or their respective designees.

B. The College shall contribute into this Bank two and one half (2 1/2) days of sick leave per member of the bargaining unit at the beginning of each year to the Agreement. These days shall not accrue from year to year. These days may be dispensed to members of the bargaining unit provided there are sufficient days in the Bank. In the event days in the Sick Leave Bank are exhausted, the Association, for just cause, may petition the Director of Human Resources or designee to have additional days contributed to the Bank.

C. Application for such benefits, to a maximum of twenty-five (25) days per application, shall be made to the Director of Human Resources and President of the Association or their respective designees. Such application shall be accompanied by a doctor's certificate providing adequate information pertaining to the employee's expected length of disability and the nature of the illness. The doctor's certificate shall, at all times, be attached to the application in a sealed envelope. Subsequent application for the same illness (to be made at least five (5) days prior to the exhaustion of the twenty-five (25) days) must meet the same preconditions as the initial application.

D. Days shall be dispensed to the applicant at the discretion of the Director of Human Resources and the President of the Association where the following preconditions are met:

(1) Serious, continuous illness or disability to a member of the unit as verified by a doctor's certificate, (in all cases the College reserves the right to have the individual examined by a College-designated physician);

(2) All accumulated or accrued personal days, sick days, and vacation days have been exhausted. However, an employee in good standing, at the discretion of the Director of Human Resources or designee and the ECCSA President, shall not have to use accrued vacation days; and

(3) The illness or disability is not covered by any long

or short term disability plan.

E. If the Director of Human Resources and the President of the Association cannot agree as to the dispensing of days, the application shall be referred to the Office of the President for final decision. If an employee is denied Sick Bank Leave, the employee may appeal to the President of the College for the final and binding decision.

F. The benefits provided in this agreement shall not accrue to or be available to any member of the unit upon termination or resignation of employment.

G. An accounting of the days available shall be given to the President of the Association in August of each year of this Agreement.

ARTICLE 18

HOLIDAYS

A. The College will grant members of the bargaining unit and those covered by this Agreement the following holidays off with the employees' regular hourly rate:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- Work days between Christmas and New Year's Day
- Employee's own Birthday or a substitute day within

fifteen (15) working days of the birthday which is mutually agreed upon by the Department Head and employee

- All other holidays officially declared by the College

An announcement shall be made at the beginning of the academic year indicating the specific holidays which shall be observed for that year.

B. It is understood that employees may be required to work when the College determines it to be necessary for the institution.

C. In the event a specific holiday falls on a Sunday, the Monday following shall be observed as the holiday. In the event the holiday falls on a Saturday, the Friday before shall be observed as the holiday.

D. If the holiday occurs on a day when an employee is not scheduled to work, the employee shall receive an additional day off, within two (2) weeks, as scheduled by the Department Head or designee.

E. To be eligible for holiday pay, the employee must work the day before and the day after the holiday.

F. Holidays officially declared by the College, the period between December 26 and December 31, and any snow closing days actually worked, will be paid at the overtime rate for the time actually worked in addition to the holiday pay. During College closings for fiscal reasons of up to and including ten (1) days, vacation or personal days may be taken to continue pay.

ARTICLE 19

COLLEGE CLOSINGS

A. It is understood that the College has the right to close the institution at any time. The College shall advise the Association of its intention to close at least one (1) month in advance, except in cases of emergency. The College may require the use of vacation time or personal days by those employees who wish to be paid for up to ten (10) closing days per year.

B. It is understood that employees shall not be excused from reporting to work on occasions such as school closings due to inclement weather, or any other emergency closings.

C. In the event the College is declared closed by the President due to weather or emergency conditions which affect and involve all functions and emergency activities of the College, employees shall suffer no loss of pay. If an employee is required to report to work during such conditions, the employee shall be compensated time and a half for the hours worked in addition to the regular rate of pay for that day.

ARTICLE 20

LEAVE OF ABSENCE

A. A leave of absence without pay for just cause may be granted at the discretion of the Director of Human Resources upon recommendation by the Department Head to a member of the unit with one year's service, for a period of up to six (6) months. In

certain circumstances, a leave of absence beyond that period may be granted with specific approval of the Director of Human Resources and the Office of the President.

B. All requests for leave of absence without pay must be submitted to the Director of Human Resources at least three (3) weeks prior to the intended leave, except in an emergency situation where said three (3) weeks notice cannot be given. Under these situations, notice shall be given as soon as possible.

C. No leave of absence shall be granted to an employee who requests that leave of absence to pursue other employment. If an employee is found to be working outside of the College while on leave of absence during what would be the employee's normal working hours at the College, said employee shall be subject to discipline up to and including discharge.

D. Decisions of the Director of Human Resources may be taken to the President for final determination if agreement cannot be reached on the merits of requested leaves of absence.

E. The following policy shall apply with respect to those employees on leave of absence without pay, including unpaid leave for child care purposes:

(1) Pension

a. All pension contributions of the employee on leave of absence cease following the month in which the leave begins.

b. When an employee returns from the leave of

absence, the employee may, if desired, purchase credit for pension participation retroactively for the entire period of leave. To accomplish this, special forms must be prepared in the Human Resources Department.

(2) Life Insurance

a. Depending upon when an employee's leave of absence begins, the employee's deductions for the contributory life insurance may have been deducted for that month.

b. For the non-contributory life insurance provided by the College, insurance coverage shall continue in full force for the following approved leaves of absence without pay:

While an employee is receiving periodic benefits under the Worker's Compensation Law.

While an employee is on Maternity Leave up to one (1) year.

While an employee is on leave for any other reason up to ninety-three (93) days.

(3) Medical Coverage

a. Coverage shall continue to the end of the third (3rd) month following the month in which an employee's leave begins. This applies to all leaves of absence including maternity.

b. Coverage may be continued beyond the period provided in 3(a) above, by the employee making direct payments to the insurance carrier, which payments are to be arranged through the Human Resources Department pursuant to the Consolidated Omnibus Reconciliation Act (COBRA).

(4) In all cases, the rules and regulations as

established under the above-named health insurance, life insurance and pension plans shall govern.

F. Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor shall the employee continue to accrue seniority. However, there shall be no loss of previously accrued benefits or seniority.

G. If an employee indicates a desire to return to employment before the expiration date of leave, the employee shall forward a written request to the Human Resources Department three (3) weeks in advance of the anticipated return date. The approval for such early return shall be made by the Director of Human Resources only if the position is then available. Otherwise, the original expiration date shall apply.

ARTICLE 21

MATERNITY/CHILD CARE LEAVE

A. Unpaid Leave

(1) Maternity/child care leaves without pay shall be granted to eligible employees who have completed one (1) year or more of continuous full-time service. Generally, this leave shall be up to a maximum of six (6) months. If more than a six (6) month period is required, a request for an extension of time may be granted by the Director of Human Resources and the Office of the President.

(2) If applicable, employees who become pregnant shall promptly notify their Department Head or designee, in writing. The

notification shall include a doctor's certificate indicating the anticipated date of birth.

(3) Leave shall be granted upon written application at least three (3) weeks in advance of said leave.

(4) Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor will the employee continue to accrue seniority. However, there shall be no loss of previous seniority or accrued benefits (see Article 20, Section F).

B. Disability Leave for Pregnancy

(1) Those employees who become disabled and are unable to work shall submit a doctor's certificate to the Health Services Department.

Employees shall be permitted to work as long as their doctors certify that they are physically able to do so, and so long as they satisfactorily perform their assigned jobs. The College reserves the right to have an employee examined by the College-designated physician at no cost to the employee.

(2) Accumulated sick leave may be used during any period of disability for up to one month before and one month after the anticipated date of delivery.

C. Employees who indicate a desire to return to employment on or before the expiration date of leave shall be reinstated to their former positions, or to positions of like status and pay, without loss of benefits or service credit, provided that they give reasonable notice, at least one (1) month, to their Department Heads of their intention to return, and provide certification from their physicians to the effect that they are physically fit and ready to commence working. Failure to give such a notice shall result in a waiver of the right to return.

D. With respect to any disability leave for pregnancy or unpaid leave for maternity purposes, the College, at its discretion, can appoint a doctor at no cost to the employee, who will examine and offer a professional opinion at any time during the pregnancy and post-partum period where there is a question as

to the employee's functional capabilities in discharging her professional responsibilities.

E. Article 21 shall be administered in accordance with the New Jersey Family Leave Act and the Family and Medical Leave Act of 1993.

ARTICLE 22

MILITARY LEAVE

All members of the unit shall be eligible for a military leave of absence in accordance with existing state and federal laws relating to the employment rights of persons in the military forces of the United States.

ARTICLE 23

RESERVE TRAINING LEAVE

A. Any member of the unit who is called for reserve training as a member of any of the Armed Forces or the National Guard Reserve unit, shall be granted leave, and shall be paid according to law.

B. Two (2) weeks notice, made to the Department Head or designee, of intended absence is required, and the College reserves the right to request and obtain a copy of the official military order.

ARTICLE 24

BEREAVEMENT LEAVE

A. All non-probationary employees covered by this Agreement shall be granted paid Bereavement Leave. Number of consecutive days allowed for each are defined as follows:

Parents, spouse, child	5 days
Brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather and any other relatives residing in the household	3 days

B. Pay for leave shall be at the employee's regular rate of pay in effect at the time of the leave, but in no event shall exceed eight (8) hours at the straight time base hourly rate for each day of such leave.

C. In all cases, to be eligible for such leave, the employee must give notice of absence to the employer and the College has the right to request proof of the decease's relationship to the employee. The Bereavement Leave shall be taken on consecutive workdays, including the date of funeral.

D. An employee shall not be entitled to Bereavement Leave if, the employee is on layoff or disciplinary leave. However, if employee is on vacation, personal days or any other days considered as authorized paid leave, the employee is entitled to Bereavement Leave under the provision of this Agreement.

D. With the approval of the immediate supervisor and Area Head, or their respective designees, the leave, for good cause shown, may be extended to five (5) days (7 days for spouse or child). In case of a dispute, the President's decision shall be

final and binding.

ARTICLE 25

PERSONAL DAYS

A. For all eligible members of the negotiating unit, three (3) personal leave days, with pay, shall be available in full at the beginning of the contract year, for business that cannot be taken care of outside of normal working hours. Employees hired after April 1 will not earn personal days until July 1 of the following year. As a condition of payment, it is mandatory that at least three (3) days notice of application to take a personal day be given to the immediate supervisor or designee, except in cases of verifiable emergencies.

B. Final approval for said leave shall be made by the Area Head, or designee, and the decision shall be final and not subject to review.

C. Personal days shall not be used to extend vacations, or used in conjunction with sick leave, except as provided in Article 16.

D. For those employee who have not taken sick leave during the contractual year and have perfect attendance (free of absence due to illness) one additional personal leave day shall be credited to them to be used in the succeeding year.

E. Personal days shall not accrue from year-to-year, and these days, if not used, are lost and not reimbursable upon termination of employment.

ARTICLE 26

FREE PARKING

The College shall make every effort to grant members of the bargaining unit the privilege of free parking. Parking shall be allocated on a "first come, first served" basis.

ARTICLE 27

JURY DUTY

A. If a member of the unit is called on and reports for jury duty, and serves, or has been subpoenaed as a witness for the College and must attend, the employee shall be granted leave to fulfill such duty. The member shall be paid for such jury duty in an amount equal to the length of the employee's absence from work multiplied by the employee's regular hourly rate of pay for a maximum of eight (8) hours, less any fees received by the employee for service on such jury duty.

B. To be eligible for jury duty pay or witness pay, an employee: (1) must have been scheduled to work on that day; (2) must inform the Department Head or designee immediately upon receipt of notice to report; (3) shall cooperate with the Department Head or designee requesting excuse from or delay of jury duty in those cases in which the Department Head or designee determines that the employee's absence will adversely affect the operation of the department; (4) must not have volunteered for such duty; and (5) must furnish a certificate of jury duty service or a

certificate of service as a witness verifying the fact that the employee reported and was dismissed on each day for which jury duty or witness duty is claimed.

ARTICLE 28

TUITION WAIVER

A. For all non-probationary members of the bargaining unit, their spouses, and children who are accepted at Essex County College for enrollment in an academic program, the College shall grant full tuition and fees remission up to a maximum of twelve (12) credits of study per semester and six (6) credits of study per term in courses offered by the College.

Tuition remission will also be granted for non-credit Continuing Education Unit fundable courses directly related to the employee's job. Any individual covered by this Article who is eligible for student financial aid or grants from any standard sources shall be required to obtain such aid for the payment of tuition, and shall be eligible for tuition remission only if such financial aid is not granted or if the amount of financial aid secured is less than the tuition involved.

B. No courses shall be taken by employees during a normal work day or part thereof, unless there are extenuating circumstances upon which both parties can mutually agree. Specific approval of the Area Head or designee is also required. This section shall not be subject to the arbitration provision of this Agreement.

C. Those members of the bargaining unit who are accepted at another accredited institution of higher education, shall be eligible to receive seventy-five percent (75%) of the charge or the Rutgers undergraduate rate, whichever is higher, provided the following preconditions are met:

(1) All course work must be beyond the Associate Degree level.

(2) Such reimbursement shall be limited to a maximum of fifteen (15) credits or less per year. No more than twelve (12) credits may be taken in a traditional semester or six (6) credits per shorter term.

(3) Reimbursement shall be made only after successful completion of the course(s) with a grade of C or better, and upon submission of a paid bill.

(4) Within the discretion of the President of the College, the course(s) taken are relevant to the individual's position at the College or the individual is involved in a degree program that is deemed by the President to be relevant.

D. Any individual covered by this Article who is eligible for student financial aid or grants from any standard sources shall be required to obtain such aid for the payment of tuition, and shall be eligible for tuition remission only if such financial aid is not granted or if the amount of financial aid secured is less than the tuition involved. For the employee, any financial aid application fee involved would be reimbursed.

E. Tuition remission shall also be granted to the member for non-credit Continuing Education fundable courses directly related to the beginning unit member's job or career opportunity within the College.

ARTICLE 29

COLLEGE BOOKSTORE

A. Members of the negotiating unit are entitled to a fifteen percent (15%) discount on all hardbound and paperback books purchased at the Essex County College Bookstore, provided that the individual is enrolled in a course at the College, that the book is required reading for said course and sufficient proof of registration is presented. Purchases shall be limited to one (1) book per member of the unit.

B. Members of the unit shall be allowed a fifteen percent (15%) discount on any purchase of supplies and merchandise in excess of fifty (50) cents. Discounts do not apply to items on sale.

ARTICLE 30

SAFETY

A. It is the responsibility of the College to provide a safe work environment. The employees shall share the responsibility for personal safety in the workplace by giving full attention and compliance to all safety-related work rules promulgated by the College.

B. If a member of the bargaining unit feels that a situation exists which affects the safe environment of the employee's work

location, the employee shall contact his/her Supervisor or Department Head immediately for instructions.

C. All members of the bargaining unit are obligated to report immediately all injuries or accidents on the job, whether occurring to the employee or a fellow worker. This report shall be made to the Department Head or designee who shall then arrange for the individual involved to proceed to the College Health Services Department for treatment during Health Services Department hours, and a follow-up examination by a College designated physician paid for by the College.

ARTICLE 31

UNIFORMS

A. The College shall provide three (3) uniforms to unit members and Dispatchers free of charge. In addition, the College shall provide one pair of shoes per year on July 1 of each year of the contract. Every other year the College shall provide a winter coat, a hat, and a spring/fall jacket free of charge on July 1.

B. The College shall provide a \$600 annual stipend for maintenance of uniforms and shoes in early December of each year. For unit members who have not worked the entire calendar year, the stipend shall be paid on a pro rata basis, based on actual months of service for that calendar year.

ARTICLE 32

MEDICAL INSURANCE COVERAGE

A. The College shall pay the full premium for the current medical health insurance plan provided for all non-probationary members of the bargaining unit and their dependents as defined by the Plan.

B. The health insurance provided herein is subject to and governed by enabling legislation and rules and regulations, including any changes made hereafter, of the New Jersey Health Benefits Plan pursuant to N.J.A.C., Title 17.

C. The College reserves the right to substitute an equivalent plan at any time so long as there shall be no reduction in benefits provided.

D. The College shall provide coverage under its current dental plan for all members of the unit and their immediate families. This plan shall have a \$50.00 deductible provision, eighty percent (80%) co-insurance with a maximum benefit of \$2,500.00 per year, per person, one hundred percent (100%) coverage for preventive dentistry, and a one time maximum payment of one thousand five hundred dollars (\$1,500.00) for each dependent child under the age of 19 for orthodontics.

E. A complete medical examination as provided by the College's Health Services Department shall be available upon request by the employee, once a year, to all employees. Such examination shall be provided by the College physician without cost to the employee.

F. The College shall make a conscientious effort to provide

as complete a medical examination as possible.

ARTICLE 33

ANNUAL PHYSICAL

All employees shall be required to take an annual physical examination, paid for or administered by the College. The focus of the exam shall be on those aspects of the individual's condition which directly relate with the employee's ability to perform the task of the employee's position and to identify those conditions jeopardizing the employee's safety and that of the employee's fellow members.

ARTICLE 34

EMERGENCY MEDICAL TRAINING

The College shall provide mandatory first aid training for Security Officers, and optional training for Emergency Medical Technicians. An annual pay differential for successful completion and certification of advanced Emergency Medical Technician training shall be as described in Appendix A.

ARTICLE 35

LIFE INSURANCE

A. All bargaining unit members covered by this Agreement and under the Public Employment Retirement System (PERS), shall receive life insurance as outlined in that plan.

B. An additional one and one-half (1 1/2) times annual

salary of life insurance is provided, which is paid for by the employee, at the rate of one-half (1/2) of one percent (1%) of annual salary. This insurance is mandatory during the first year of membership in the Plan.

C. The life insurance provided is subject to and governed by all rules and regulations of the insurance carrier.

ARTICLE 36

RETIREMENT PLAN

A. The College shall contribute an amount as fixed by law on behalf of all members of the bargaining unit eligible for participation in the Public Employees Retirement System of New Jersey.

B. Contributions made by the bargaining unit member to the Plan may be withdrawn if the employee leaves the employment of the College prior to retirement as defined by the Public Employees Retirement System of New Jersey.

C. The administration and application of the retirement system shall be governed, in all instances, by the rules and regulations of the Public Employees Retirement System of New Jersey.

ARTICLE 37

AGENCY SHOP

A. Any member of the negotiating unit may at any time sign

and deliver to the Board 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 Business Affairs, and shall be effective on the next January 1 or July 1 following receipt of such notice by the College.

B. Deduction of membership dues shall be made bi-weekly from an employee's regular paycheck, and the Board agrees to remit promptly all monies so deducted, according to the directions of the Association, accompanied by a list of those for whom the deductions have been made.

C. The deductions shall be made in accordance with the written authorization of the employee.

D. The Association shall certify to the Director of Human Resources, 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.

E. 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 shall indemnify and hold the College harmless from any claims, actions, or proceedings by any employee arising from deductions made by the College hereunder.

Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

F. The Association shall waive all rights and claims against the Board for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.

G. (1) Any member of the bargaining unit choosing not to become a member of the Association by the completion of the probationary period shall have deducted from the employee's salary an agency fee in the amount equal to the maximum allowable by law of the total dues charged by the Association to its members. Such agency fee shall be transmitted to the Association in accordance with this Article. The Association shall give the Director of Business Affairs a list of those members of the Association choosing not to participate in automatic payroll deduction. No agency fee deduction shall be made from the salaries of those individuals.

(2) 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 non-members of the Association.

ARTICLE 38

DISCHARGE AND DISCIPLINE

A. The College has the sole and exclusive right to manage its operation, conduct its working forces, require reasonable

standards of performance, maintain order and discipline, promote efficiency, and to suspend, demote, discharge or otherwise discipline its employees for just cause.

B. Punching another employee's time card, tampering with the time clock, falsifying or attempting to falsify any information given to the College with the intent to deceive, hide, or misrepresent any fact or situation shall be grounds for discipline and/or discharge.

C. Any action taken by the College with respect to the above shall be subject to the Grievance Procedure outlined in Article 7 of this Agreement.

D. The Association shall be notified of any action pending under this Article. An employee shall have the right to have Association representation at all levels of disciplinary proceedings.

ARTICLE 39

RESIGNATION

A. When voluntarily resigning from employment, all bargaining unit members shall give three (3) weeks notice of resignation but no less than two (2) weeks where the employee has special circumstances.

B. All such notices shall be in writing and directed to the Department Head with a copy to the Director of Human Resources.

C. Failure to follow the College's separation procedure may result in a forfeiture of any vacation monies due and owing and

could result in a delay in the issuance of a final check.

ARTICLE 40

TRANSFERS

A. Vacancies shall be announced and applications processed in accordance with College Regulation 4-10. Applicants shall receive a written response regarding the status of their application.

B. If there is a vacancy for which the individual is qualified, the "request" shall be considered by the Director of Human Resources and the Department Head involved. This decision shall take into consideration, among other things, the qualifications of the individual seeking transfer, needs of the Department(s) involved, needs of the College, performance in the current department.

ARTICLE 41

NO STRIKE

A. During the life of this Agreement or any written extension hereof, the Association, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes (economic, sympathy, unfair labor practice, or otherwise), or slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which directly or indirectly interfere with the

operation of the College.

B. The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any strike in violation of this Article.

C. Any employee who violates this Article shall be subject to disciplinary action, including discharge.

D. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Article occur, the Association, within twenty-four (24) hours of a request by the College, shall take all reasonable steps to halt the prohibited actions.

ARTICLE 42

MERIT BONUS

A. Eligibility

In order to be eligible for a Merit Bonus, a unit employee must have been employed in a unit title for a minimum of three (3) years as of the date of application for Merit Bonus, and not have received a Merit Bonus in the previous year.

B. Application Procedure

(1) Application shall be made by completing and submitting the Merit Bonus Application, available in the Human Resources Department, to the employee's Department Head, or

designee or, if in the position less than one (1) year, the employee may submit it to his/her prior Department Head or designee, by September 1. Attached to the application shall be a personal statement by the applicant and any relevant documentation covering the period of time since the employee last received a Merit Bonus.

(2) The Department Head or designee shall review the application, append a recommendation, and forward the application to the Area Head or designee by September 15. In the case of grant funded employees, the Department Head or designee shall also indicate if grant funds are available, and any limitation as to the amount.

(3) The Area Head or designee shall review the application and append a recommendation to the application and forward only those applications with a positive recommendation to the Chair of the Merit Review Committee by October 1. All other applications shall be returned to applicants with reasons for denial.

(4) The Chair of the Merit Review Committee shall prepare copies of the application packets for review by the Committee members.

(5) The Merit Review Committee shall review the application. Each member shall give each application a score based on the following criteria:

- (a) Personal statement (up to five points).
- (b) Years of experience in their job (up to five points)
- (c) Documentation of acquired skills (up to five points)
- (d) Letters of commendation from supervisors (up to five points); and
- (e) Ratings in annual evaluations for overall performance of "Superior" or "Exceeds Requirements" in two out of the last three evaluations (up to five points).

(6) The Merit Review Committee shall total the scores given each applicant and shall prepare a list including such applicants ranked in descending point total order, along with the individuals the Committee is recommending for the bonus. The list and original applicants shall be forward to the President by November 1.

(7) The President shall determine the individuals who shall receive a Merit Bonus and the amount of such bonus. The individual Merit Bonus Award shall not be less than five hundred dollars (\$500), nor more than one thousand dollars (\$1,000), and the total dollar amount awarded in any year shall not exceed five thousand dollars (\$5,000). The merit shall be paid out as a lump sum payment to the individuals, and not as part of their base salary, on or about December 1. The President's decision shall be final and binding.

C. Merit Review Committee Composition

The Merit Review Committee shall be composed of one (1) Association Officer, who shall act as Chair of the Committee, and four (4) members appointed annually by the Association President.

No person serving as a member of the Merit Review Committee shall be eligible to apply for or receive a Merit Bonus during the year the member serves on the Committee.

ARTICLE 43

PUBLICATION OF AGREEMENT

The cost of duplicating this Agreement in its final form, in a quantity sufficient to be distributed to all members of the unit, shall be borne by the College, so long as the cost shall not exceed \$300.00. All costs in excess of \$300.00 shall be borne by the Association.

ARTICLE 44

SAVINGS CLAUSE

In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law, whether local, state or federal, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

ARTICLE 45

RETROACTIVE

Nothing in this Agreement which changes pre-existing policies, rules or regulations of the parties shall operate retroactively, prior to the effective date of this Agreement, unless expressly so stated.

ARTICLE 46

SALARY/LONGEVITY

A. Salary increase shall be granted as follows:

2001-2002 salaries shall be increased by 4.5% for the **2002-2003** contract year.

2002-2003 salaries shall be increased by 4.5% for the **2003-2004** contract year.

2003-2004 salaries shall be increased by 4.5% for the **2004-2005** contract year.

B. Longevity

During the second year of this contract, July 1, 2003:

A unit member with 5 to 9 years of service shall receive a \$750 base salary increase.

A unit member with 10 to 14 years of service shall receive a \$500 base salary increase.

A unit member with 15 years or more of service shall receive a \$300 base salary increase.

Effective July 1, 2004:

A unit member with 5 years of service shall receive a \$750 base salary increase on July 1 of the 6th year.

A unit member with 10 years of service shall receive a \$500 base salary increase on July 1 of the 11th year of service.

A unit member with 15 years or more of service shall receive a \$300 base salary increase.

ARTICLE 47

DURATION

This Agreement shall become effective July 1, 2002 and shall remain in full force and effect for a period of three (3) years until 12:00 midnight, June 30, 2005 and shall be renewed automatically for successive periods of one (1) year thereafter unless written notice of termination or written notice of a desire to negotiate changes is given by either party to the other party in accordance with Article 3 of the Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 26th day of September, 2002.

FOR THE ASSOCIATION:

FOR THE COLLEGE:

APPENDIX A

TITLES, SALARY RANGES SHIFT AND DIFFERENTIALS

<u>Position Title</u>	<u>Salary Minimum</u>
Security Officer	\$18,500
Security Dispatcher	20,500
Intern Police	25,000
Senior Dispatcher	22,000
Senior Security Officer	20,500

<u>Shift</u>	<u>Shift Differential</u>	
	<u>Rate</u>	<u>Work Schedule</u>
First	\$900.00	11:00 p.m. - 7:00 a.m.
Second	0	7:00 a.m. - 3:00 p.m.
Third	700.00	3:00 p.m. - 11:00 p.m.
Swing	750.00	N/A

Comments

1. Upon satisfactory completion at Police Academy, salary shall change to that of Police Officer.
2. Shift Differential is paid for the time the employee serves on that shift.
3. An EMT certified Security Officer shall receive a \$500 annual stipend.
4. When a unit member works an entire shift, other than the regular assigned shift, the Unit member shall be paid at the shift differentials rate of that shift.
5. TO BE DISCUSSED - A Security Officer who is required to work as a Dispatcher will receive an adjustment of \$1.00 for each hour worked as a Dispatcher.