

# Essex County College



AGREEMENT BETWEEN ESSEX COUNTY COLLEGE  
BOARD OF TRUSTEES AND ESSEX COUNTY COLLEGE  
SUPPORT STAFF ASSOCIATION

**SUPPORT STAFF ASSOCIATION**

**July 1, 2002 through June 30, 2005**

# **ESSEX COUNTY COLLEGE SUPPORT STAFF ASSOCIATION**

## **EXECUTIVE BOARD** ***Negotiation Team***

Royce Jackson, President  
Oleatha Thomas, Vice President  
Inell Jackson, Treasurer  
Patricia Jackson, Secretary  
Adrianne Morse, Member  
William Anderson, Member  
Lawrence Owens, Member  
Shirley Connor, Advisor

## **PAST PRESIDENTS**

### **\* Facilities Staff Association** **FSA**

Thomas Greene  
1979 - 1982

James H. Browne  
1982 - 1988

Lawrence Owens  
1988 - 1993

### **Support Staff Association** **SSA**

Bernice Ellis  
1991 - 1996

Virginia Caswell  
1985 - 1988

Patricia Guglielmo  
1979 - 1982

Rowena Simpson  
1974 - 1977

Shirley Connor  
1999 - 2002

Barbara Tazewell  
1988 - 1991

Dorothy Jennings  
1982 - 1985

John Kozic  
1977 - 1979

Dorothy Atkins  
1971 - 1974

*\* On July 1, 1993, the Bargaining Units for the Facilities Staff and Office Workers merged to become Support Staff Association.*

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# 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 Support Staff Association of Essex County College (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 Public Law 303, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 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 Appendix A, 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 under 20 hours, temporary employees (as hereinafter defined), managerial and confidential employees designated by the College.

#### C. SUBSEQUENT CLASSIFICATIONS

(1) The College shall have the initial right to determine whether any other title, classifications 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 may submit the matter to PERC for unit clarification in accordance with its rules and regulations. The College shall notify the Association of their intent to add or delete a classification.

(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 the Support Staff Association.



D. The term "Office Worker(s)" as used in this Agreement shall refer to all employees defined in Appendix A, A-1 only.

E. The term "Facilities Staff" as used in this Agreement shall refer to all employees defined in Appendix A, A-2 only.

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

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

H. The term "Regular Full-Time Staff Employee" shall refer to those non-probationary employees who are employed for an indefinite period, and whose hours are as follows:

Office Workers - normally are scheduled to work thirty-five (35) hours or more per week.

Facilities Staff - scheduled to work forty (40) hours or more per week.

I. The term "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months, or for the periods of leave of regular employees as provided in the contract and who, at the time of hire, are

given a specific termination date. The three (3) month period may be extended by the College for one (1) additional three (3) month period; therefore, a decision must be made that the employee automatically becomes a regular full-time or is terminated.

Once hired as a regular 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 "Temporary Employee" plus the amount of days needed to fulfill the normal ninety (90) day requirement.

J. The letters "SSA" within the Essex County College community shall be used only to refer to the Support Staff Association of Essex County College.

### ARTICLE 3

#### NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association and the Board agree to conduct negotiations in a professional and informal manner, and in accordance with Chapter 303, Public Law of New Jersey, 1968, as amended by Chapter 123, Public Law 1974. These negotiations will involve 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 15<sup>th</sup> 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 15<sup>th</sup> 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 executed 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 shall furnish the Association with the following information:

(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 meeting of the Board.

(4) The current title, salary, grade and position of each employee in the negotiating unit. The information shall merely reveal dollar amounts and numbers at each grade level.

(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 if it is on non-work time (such as "lunch" time), and if there shall be no interruption with normal College operations or student activities, and if there is 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 Bulletin Boards designated by the Dean of Student Affairs.

(1) A copy of any material to be posted shall be made available for prior inspection by the Director of Human Resources, or 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 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 material 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, the 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 six (6) employees, may be granted up to three (3) hours per month for the purpose of conducting meetings during work hours if approval is received from the appropriate Department Head or his/her designee. 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, if this is consistent with the needs of the College. Every effort shall be made to relieve members of their responsibilities during this one (1) 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 President of the College to reserve this one (1) hour period at least one (1) week in advance. The President, or designee, shall have the right to request that the one (1) 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 Public Law 303, New Jersey Laws, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 1974.

D. Notwithstanding any provisions of this Agreement, where it 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 Public Law 303, New Jersey Laws, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 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, with the objective of resolving the matter informally.

E. Informal 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 requesting that 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 (D) 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 the 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 Director of Human Resources, or their respective designees, 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 the disposition of his grievance at Level Two, Step II, then within five (5) working days after receipt of the answer by the Association, the grievant shall file 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 his dissatisfaction with the disposition, with the Board. Within ten (10) working days from the date of filing of the grievance with the Board, the Board, through its duly designated representatives (members of the Board), shall meet with the grievant, a representative of the Association, and the involved Administrator or designee. At the sole discretion of 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 Chair'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 his 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 with 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 herein. 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 shall be considered as maximum and every effort shall be made to expedite the progress. The time limitations in the Grievance Procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the Grievance 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, 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 any 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 the immediate 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 Procedures 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 member's file. The time for review shall be kept to an absolute minimum but, in any event, not to 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 as 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 the information 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 member's file. The employee shall acknowledge that the member has had the opportunity to review the material by affixing the member's signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The above shall apply to both those who are now employed by the College, and those who have since left the employ of the College.

D. The Director of Human Resources will 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 members' file that is not restricted by (B) (1) through (B) (4) above. Such copies shall be made by the Human Resources Department at no cost to the employee the first time during a year that such 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 any job descriptions as in its sole discretion it deems desirable, and insofar as the change will not be inconsistent with the terms of this Agreement. The College agrees to consult with the Association's President and the affected individual about

such change, but the College's decision on such change shall be final.

C. The Association's 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's 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. At its discretion, the College may extend the probationary period for a forty-five (45) day period. This shall not be arbitrarily applied.

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

Probationary employees shall receive holiday pay.

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

### GRANT FUNDED EMPLOYEES

Grant funded members shall be entitled to salary and benefits provided to other unit members, except as otherwise provided in this Agreement and the following:

A. Grant funded employees shall be entitled to unit benefits and salary only to the extent provided for in the grant. However, benefits and salary shall not exceed that afforded regular unit members.

B. In the event that a grant is not refunded, or if funding is terminated before the normal grant termination date, a grant funded employee shall be subject to termination without regard to notice requirements elsewhere in this Agreement. Every effort shall be made to find employment at the College. However, the College shall endeavor to give such notice of termination as soon as possible after notification from the funding agency. The Director of Human Resources, or designee, shall promptly notify all affected employees.

C. Grant employees shall be expected to take vacation days during the year earned, and shall be subject to loss of vacation days under the same conditions as other unit members. Grant employees shall be allowed to carry over vacation days to College funded employment.

D. Persons who enter grant employment from a College line position shall be eligible to carry with them any unused vacation days in the current year, or they may avail themselves of any contractual provision pertaining to unused vacation days of the unit they are leaving.

E. If the College applies for grants or renewals, it shall make every reasonable effort to apply for sufficient grant funds to cover known or anticipated salary fringe benefit costs for unit grant funded employees. A grant funded employee shall not be entitled to salary or fringe benefits if the expenditure of College funds would be required to provide it, unless required by the grant. If either the terms of the application or the terms of the grant in any way prohibit specific salary or fringe benefits, or if insufficient funds are provided, those benefits shall not be available to grant employees. However, in such a case, the employee and the Association shall be advised of the situation when it is known by the College.

F. Employees who are to be considered "grant funded" shall be informed of such status prior to placement in the position. Such information shall be contained in all job announcements.

G. When a grant employee moves from a grant to a College line, the member shall retain all previously accrued seniority and benefits.

### ARTICLE 13

#### WORK SCHEDULE

A. The normal work week for all full-time office workers shall be thirty-five (35) hours, over a period of five (5) consecutive days in a work week.

The normal work day for all full-time office workers shall be eight (8) hours, from 8:30 a.m. to 4:30 p.m. However, other work schedules may be assigned based on the needs of the institution. The work day shall include a sixty (60) minute 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.

B. All full-time Facility staff shall be scheduled to work a normal forty (40) hour week, over a period of five (5) consecutive days, on one of three shifts in operation at the College, including Saturday and Sunday hours. Any changes in current scheduled working hours within a work shift will 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 to the member, in writing, at least two (2) weeks in advance of the effective date of the shift change.

No Maintenance Technicians may leave their post unless properly relieved by the next shift or supervisor.

Clean up time, not to exceed fifteen (15) minutes, shall be allowed prior to punch out.

C. The HVAC staff is on duty 100% of the time. The HVAC staff workday 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.

D. The parties recognize that employees must clock in and clock out in order to accurately record time worked. No employee may clock in or clock 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.

E. 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 member can demonstrate special or extenuating circumstances that have prevented the member from satisfying the Regulation 4-17 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 member's day's wages shall be restored. If the Director, or designee, does not agree, then the employee shall not be paid for the day in question, and the employee shall receive a written warning.

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

## ARTICLE 14

### OVERTIME

A. One and one-half (1½) times the employee's regular hourly base rate of pay shall be paid for all work performed in excess of thirty-five (35) hours for Office Workers and forty (40) hours for Facilities Staff.

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 as requested. However, the Department Head, or designee, shall make a good faith effort to obtain a suitable volunteer to perform the overtime work. No overtime shall be paid unless the work has been specifically authorized by the Area Head, or designee, prior to performance of the overtime.

C. All members of the unit shall be paid overtime at a rate of one and one-half (1½) times their regular hourly based rate of pay for all hours worked in excess of thirty-five (35) hours for Office Workers, and forty (40) hours for Facilities Staff in any one work 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. Current employees shall have the option of first refusal for any work to be performed in their department outside of the individual's normal work shift.

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

#### ARTICLE 15

##### LUNCH PERIOD AND BREAKS

A. No employee shall be paid for working during a lunch period. Also, working during a lunch period may not be used to substitute for a bargaining unit member's late arrival to work or early departure from work. Lunch time may not be regarded as accumulative if not taken.

All office workers working a full seven (7) hour shift shall be entitled to one (1) rest period for each one half (½) of the work shift, both fifteen (15) minutes in length, and a thirty (30) minute meal period break. Also, working during a rest period may not be used to substitute for a bargaining unit member's late arrival to work or early departure from work. Break time may not be regarded as accumulated if not taken.

B. All facilities staff working a full eight (8) hour shift shall be entitled to one (1) rest period for each one-half (½) of the work shift, both fifteen (15) minutes in length, and a thirty (30) minute meal period break. Also, working during a rest period may not be used to substitute for a bargaining unit member's late arrival to work or early departure from work. Break time may not be regarded as accumulative if not taken.

C. 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.

#### ARTICLE 16

##### VACATIONS

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

Period of  
Continuous Employment

Length of Vacation

1 month 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 June 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, or designee, 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.

D. Eligible employees must submit a written request for the time off preferred to the Department Head, or designee, personally 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.

E. No part of an employee's scheduled vacation may be charged to sick leave unless specifically approved, in writing, by the Area Head or designee.

#### ARTICLE 17

##### 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. All employees with one (1) or more years of service shall accrue sick leave at the rate of one and one-quarter (1-1/4) days for each month of service.

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.

D. An employee who calls in sick on a holiday on which the member is scheduled to work shall produce a doctor's certificate verifying the illness.

E. Payment under this Article shall be made provided that the Supervisor is notified of the absence at the earliest possible moment, and in no event after the start of the shift, except in extreme bona fide emergencies. If a Facilities Staff member is not able to contact the Supervisor, or designee, then the member 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.

F. 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, if requested. In addition, no payment shall be made for absences of employees on the day before or the day 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.

G. To insure 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.

H. (1) In the event an employee is not absent under this Article during member's anniversary year, the 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 member 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) above, to qualify for additional personal days.

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

ARTICLE 18

SICK LEAVE BANK

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

B. The College shall contribute into this "Bank" three (3) days of sick leave per member of the bargaining unit at the beginning of each year of 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 "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 having been exhausted. However, an employee in good standing, at the discretion of the Director of Human Resources, or designee, and the SSA President, shall not have to use all 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 a final and binding decision.

F. The benefits as provided in this Agreement shall not accrue 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.

H. With the beginning of the second year of the contract (by September 15<sup>th</sup>), the College and the Association shall commence discussions toward the implementation of a short-term disability plan.

## ARTICLE 19

### HOLIDAYS

A. The College shall grant members of the bargaining unit and those covered by this Agreement, the following holidays off with full pay:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' 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 for office Workers, only
- Employee's Own Birthday or a substitute day mutually agreed upon by the Department Head and employee within fifteen (15) working days of the birthday
- All other holidays officially declared by the College

B. The above holiday schedule shall be subject to change as directed by the academic schedule of the College. At the discretion of the Department Head, or designee, members of the unit may be required to perform duties on a day declared as a holiday. However, the Department Head, or designee, shall make a good faith effort to obtain a suitable volunteer to perform work on that day. If this occurs, one and one half (1½) times the employee's regular hourly rate of pay shall be paid for the hours worked, provided the provisions of Article 13 have been satisfied and the employee shall receive the holiday pay in addition to the pay for the hours worked.

C. Any employee who has been scheduled to work on any holiday and does not work on that day, shall receive no pay for that day, subject to the provisions of Articles 17 and 25 of this Agreement.

D. To qualify for holiday pay, an employee must have worked a full scheduled work day immediately before, and a full scheduled work day immediately after the holiday.

E. An employee shall receive holiday pay if the member is actively employed at the time of the holiday, and is not on unpaid sick leave, leave of absence, maternity leave, layoff, and otherwise fulfills the eligibility requirements of this Article.

F. In the event a specific holiday as provided in (A) above falls on a Sunday, the Monday following the holiday, shall be observed as the holiday. In the event the holiday falls on Saturday, the Friday before the holiday shall be observed as the holiday.

G. If the holiday occurs during a period when the employee is not scheduled to work, the employee shall receive an alternate day off, within ten (10) work days, as scheduled by the Department Head or designee.

H. Holiday pay shall be computed at the employee's regular hourly base rate of pay in effect at the time of the holiday, but not to exceed seven (7) hours pay for Office Workers, or (8) hours pay for Facilities Staff.

I. On or before November 15 of each year, the College shall notify the Association if the period December 26-31 shall be declared a holiday for Facilities Staff

members and, if such period is to be declared a holiday, the schedule of Association personnel needed during that period. If this period is not to be declared a holiday, the Association shall have an opportunity to discuss and suggest alternatives.

## ARTICLE 20

### 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. College closings beyond a total of ten (10) days shall be with pay. It is understood that during a period of closing certain employees may be required to work if the College determines it is necessary for the institution.

B. A Facilities Staff employee may be required to work during the Christmas closing period which has been declared a holiday period by the President. If this occurs, one and one-half (1½) times the employee's regular hourly base rate of pay shall be paid for the hours worked,



and the employee shall receive the holiday pay in addition to the pay for the hours worked.

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 activities of the College, employees shall suffer no loss of pay. If a Facilities Staff member is required to report to work during such conditions, the member shall be compensated at a rate of one and a half ( $1\frac{1}{2}$ ) times the member's regular hourly base rate of pay for the hours worked in addition to the regular rate of pay for that day.

D. It is agreed that Facility Staff members have an obligation to maintain the facilities of the College in such condition to assure full operation of all its functions in spite of weather and other similar factors. Therefore, employees shall not be excused from reporting to work on occasions such as school closings due to weather unless such closing affects and involves all functions and activities of the College (for example, night classes or weekend classes).

## ARTICLE 21

### 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 the specific approval of the Director of Human Resources and the Office of the President of the College or their respective designee.

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 the three (3) weeks notice cannot be given. In such 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 member's normal working hours at the College, the employee shall be subject to discipline up to and including discharge.

D. The decision of the Director of Human Resources may be taken to the President of the College for final decision 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 member's leave of absence, the member may, if member desires, 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, member'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 leave of absences 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) Traditional Insurance Plan

a. Coverage shall continue to the end of the third (3<sup>rd</sup>) month following the month in which one'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.

(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 member 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 member's employment before the expiration date of member's 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 22

### MATERNITY/CHILD CARE LEAVE

#### A. Unpaid Leave

(1) Maternity/child care leave without pay shall be granted to eligible employees who have completed one (1) year or more of continuing 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 the 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 the leave.

(4) Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor shall the member continue to accrue previous seniority. However, there shall be no loss of previous seniority or accrued benefits (See Article 21, 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 the 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 (1) month before and one (1) 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 of at least one (1) month to 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 notice and provide such certificate 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 who will examine and offer a professional opinion at no cost to the employee, at any time during the pregnancy and post-partum period, if there is a question as to the employee's functional capabilities in discharging her professional responsibilities.

E. Article 22 shall be administered in accordance with the New Jersey Family Leave Act and the Family and Medical Leave Act of 1993.

### ARTICLE 23

#### 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 24

##### RESERVE TRAINING LEAVE

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

B. Two (2) weeks notice of intended absence is required. The College reserves the right to obtain a copy of the order.

#### ARTICLE 25

##### BEREAVEMENT LEAVE

A. All non-probationary employees covered by this Agreement shall be granted Bereavement Leave, immediately following the date of death of members of the employee's immediate family for the purpose of attending the funeral. The immediate family and the number of days allowed for each are defined as follows:

Parents, spouse, child	five (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	three (3) days



One (1) day per year may be used to attend the funeral of a friend or distant relative not living in the employee's home.

B. Pay for leave shall be at the employee's regular hourly base rate in effect at the time of the leave, but in no event shall exceed seven (7) hours pay for Office Workers, and eight (8) hours pay for all Facilities Staff, 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 decedent's relationship to the employee. The Bereavement Leave shall be taken on consecutive workdays, starting with the first day after the date of death.

D. An employee shall not be entitled to Bereavement Leave if, at the time of death in the family, the employee is on layoff, leave, or otherwise absent from work under any other provisions of this Agreement for the period of time allowable for Bereavement Leave. When on vacation, another vacation day(s) shall be substituted for the Bereavement Leave and the vacation leave mutually rescheduled.

E. There shall be up to five (5) allowable days in the case of the death of a brother or sister whose funeral is out of the state or more than 150 miles away.

## ARTICLE 26

### 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 shall 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 17.

D. For those employees 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.

#### ARTICLE 27

##### 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 28

##### JURY DUTY

A. If a member of the negotiating 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 employee shall be paid for such jury duty in an amount equal to the length of the employee's absence from work multiplied by the member's regular hourly base rate of pay for a maximum of seven (7) hours for Office Workers, and eight (8) hours for Facilities Staff members in any one day.

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 member's 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 shall 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, indicating that the employee reported and was dismissed on each day for which jury duty or witness duty is claimed.

#### ARTICLE 29

##### TUITION WAIVER

A. For all non-probationary members of the bargaining unit, their spouses, and dependent 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 eight (8) credits of study per term, in courses offered by the College.

Tuition remission shall also be granted for non-credit Continuing Education Unit fundable courses directly related to the unit member's job.

B. 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.

C. No courses shall be taken by employees during the 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.

D. Those members of the bargaining unit who are accepted at another accredited institution of higher education shall be eligible to receive reimbursement for 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 twenty four (24) credits or less per year. No

more than twelve (12) credits may be taken in a traditional semester or eight (8) credits per shorter term.

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

(4) Within the discretion of the President of the College, or designee, 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, or designee, to be relevant.

E. Any individual covered by this Article who is eligible for student financial aid or grant 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.

F. The College shall allocate funds for Facilities Staff members to attend approved training and upgrading of skills, other than through tuition waiver at the College, such as masonry, carpentry, plumbing, electrical, HVAC, etc. Criteria and procedures shall be developed through a

joint committee representing the Association and the College.

#### ARTICLE 30

##### OFFICE SPACE

The College agrees that where physical facilities permit, it shall provide the bargaining unit with an office.

#### ARTICLE 31

##### 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, 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 cents (\$.50). Discounts do not apply to items on sale.

## ARTICLE 32

### SAFETY AND UNIFORMS

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 which affects the safe environment of the employee's work location, the member shall immediately contact the member's Supervisor or Department Head for instructions.

C. All members of the bargaining unit are obligated to immediately report all injuries or accidents on the job, whether occurring to the employee or a fellow worker. Such 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 and paid for by the College.

D. The College shall furnish five (5) sets of uniforms to all Facilities Staff members who are required to work in uniform. The College shall also provide uniform



maintenance and replacement services. Each Facilities Staff member covered under this paragraph shall receive one pair of safety shoes each year. Whenever a uniform has been furnished to a member, the member is required, at all times, to wear the uniform when at work.

E. Regulations and procedures for the uniform maintenance and replacement service shall be distributed to all employees once a year and shall be posted by all time clocks.

### ARTICLE 33

#### MEDICAL INSURANCE COVERAGE

A. The College shall pay the full premium for the current Traditional Insurance Plan provided for all non-probationary members of the bargaining unit and their dependents as defined by the Plan. This health insurance shall include hospitalization, medical-surgical, major medical and Rider J insurance.

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 if 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 lifetime maximum payment of one thousand five hundred (\$1,500.00) dollars for each child for orthodontics.

E. A complete medical examination as provided once a year by the College's Health Services Department shall be available upon request to all Office Worker 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.

G. All Facilities Staff shall be required to take an annual physical examination, paid for or administered by the College (at the discretion of the College), during the period thirty (30) days before or thirty (30) days after the member's birthday. The focus of the exam will be on

those aspects of the individual's condition which directly relate with member's ability to perform the tasks of the member's position and to identify those jeopardizing the member's personal safety and the safety conditions of the member's fellow employees.

#### ARTICLE 34

##### LIFE INSURANCE

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

B. Life insurance shall be provided by the College in the amount of one and one half (1½) times that employee's annual base salary earned. The College shall pay the full cost of this life insurance coverage.

C. An additional one and one half (1½) times annual salary of life insurance is provided, which is paid for by the employee, at the rate of one-half (½) of one percent (1%) of annual salary. This insurance is mandatory during the first year of membership in the Plan.

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

ARTICLE 35

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.

D. Retirement Dental Benefit: The College shall provide continuing coverage after retirement for members with 25 years service at the same rate as if they were still members in active service. The retired member shall make the appropriate provisions for the payment to the College of the requisite premium, then the College shall pay the premium for such coverage. The Human Resources Department shall provide the retiring staff member with the appropriate forms.

ARTICLE 36

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 formerly 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 Bargaining Union's dues authorization deduction form.

D. The Association shall certify to the Board, in writing, the current rate of its Association dues. Should the Association change the rate of its association dues, it shall give the Board 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 member's probationary period shall have deducted from the member's salary an agency fee in an 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 the College harmless 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.

(3) 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 which complies with the requirements in Sections 2 (c) and 3 of the Act.

#### ARTICLE 37

##### DISCHARGE AND DISCIPLINE

A. The College has the sole and exclusive right to manage its operation and 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 38

##### RESIGNATION

A. When voluntarily resigning from employment, all bargaining unit members shall give two (2) weeks notice of resignation.

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



## ARTICLE 39

### TRANSFERS

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

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 Heads 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; and performance in current department.

## ARTICLE 40

### SKILLS IMPROVEMENT PLAN

#### A. ADVANCEMENT WITHIN A TITLE

In an effort to provide the opportunity for advancement within a title, the parties agree that the College may authorize job-related skills criteria for each position (Skills Improvement Plan or SIP). Such criteria shall be for requirements that are above and beyond the minimum requirements established by job description, but

which are in the same general (related) field as the basic title, or are approved by both the Area Head and the Director of Human Resources, or their respective designees, as factors which, if completed, shall enhance the individual's performance in that title.

B. SKILLS IMPROVEMENT PLAN ("SIP")

Each individual desiring to be considered for In-Title Advancement shall be required to develop a SIP which will be initially presented to the Administrative Supervisor and shall be subject to the approval of the Administrative Supervisor, the Area Head and the Director of Human Resources. The decision of the College shall be final and binding.

The SIP shall be divided into various components or phases, and upon successful completion of each component or phase, the employee shall be given a Skills Improvement Award, (one hundred dollars (\$100.00) increase on the member's base salary), which shall be payable on June 30. The determination of whether the employee has successfully completed a component or phase shall be made upon the recommendation of the Administrative Supervisor subject to the approval of the Area Head and Director of Human Resources, whose determination shall be final and binding.

An employee shall be eligible for one (1) Skills Improvement Award per school year.

Examples of Related Criteria Awards

- (1) Learning use of new equipment; or
- (2) Development of new or improved techniques;  
or
- (3) Successful completion of courses to improve skills related to their title; or
- (4) Instruction of co-worker; or
- (5) Etc.

ARTICLE 41

MERIT BONUS

A. Eligibility

To be eligible for a Merit Bonus, a unit member 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 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, will 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 all applications, whether recommended or not with rationale to the Chair of the Merit Review Committee by October 1.

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

- (a) Ratings in annual evaluations for overall performance of "Outstanding" or "Exceeds Requirements" in two (2) out of the last three (3) evaluations (up to [5] points).
- (b) Contributions towards the enhancement of the operation of their office/area/College (up to five [5] points).
- (c) Dedication to job performance beyond their regular working hours.

(d) Documentation of acquired skills (up to five [5] points).

(e) Involvement in and contributions to College activities (up to five [5] points).

(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 [5] points);

(b) Years of experience in their job (up to five [5] points);

(c) Documentation of acquired skills (up to five [5] points);

(d) Letters of commendation from supervisors (up to five [5] points);

(e) Ratings in annual evaluations for overall performance of "Outstanding" or "Exceeds Requirements" in two (2) out of the last three (3) evaluations (up to five [5] 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 forwarded to the President of the College 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 be for not 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 Bonus 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 five (5) members appointed annually by the Association from the following:

- one (1) member from the Student Affairs area;
- one (1) member from Community and Continuing Education area;
- one (1) member from Academic Affairs area;
- one (1) member from the Vice President's area; and
- one (1) member from the Business Affairs area.

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 42

##### NO STRIKE

A. During the life of this Agreement, or any written extensions hereof, the Association, on behalf of its officers, agents and members, agrees that while 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 43

##### SENIORITY, JOB SECURITY AND REDUCTION IN FORCE

A. Seniority shall be defined as an employee's total length of service with the College, beginning with the employee's initial date of employment. Such seniority shall accumulate until there is a break in service. A break in service occurs when an employee resigns, is discharged, or retires. The person with the most seniority shall be given preference when the Board finds it necessary to lay off employees. Recall of laid off employees shall be in the reverse order of lay off.

B. Seniority also shall be the basis for settling any conflict arising relative to employees taking vacation leave.

C. If a reduction in force is necessary due to budgetary constraints, the Association and the member shall be given reasonable notice of at least sixty (60) days.

D. For all members, the College shall provide tuition waivers, for up to one (1) year, as provided under Article 29.



#### ARTICLE 44

##### 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, if the cost shall not exceed three hundred dollars (\$300.00). All costs in excess of three hundred dollars (\$300.00) shall be borne by the Association.

#### ARTICLE 45

##### SAVINGS CLAUSE

In the event 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; however, all other provisions of this Agreement shall continue in effect.

#### ARTICLE 46

##### 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 47

SALARY

- A. Salary increases shall be granted as follows:  
2001-2002 salaries shall be increased by four and a half percent (4.5%) for the 2002-2003 contract year.

2002-2003 salaries shall be increased by four and a half percent (4.5%) for the 2003-2004 contract.

2003-2004 salaries shall be increased by four and a half percent (4.5%) for the 2004-2005 contract.

- B. Support Staff Association Office Workers Salary Levels and Minimum Rates shall be as set forth in Appendix B1.

- C. Support Staff Association Facilities Workers Salary Levels and Minimum Rates shall be as set forth in Appendix B2.

ARTICLE 48

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.

ARTICLE 49

LONGEVITY INTERVALS

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

A unit member with 5 to 9 years of service shall receive a \$750.00 base salary increase.

A unit member with 10 to 14 years of service shall receive a \$500.00 base salary increase.

A unit member with 15 years or more of service shall receive a \$300.00 base salary increase.

Effective July 1, 2004:

A unit member with 5 years of service shall receive a \$750.00 base salary increase on July 1 of the 6<sup>th</sup> year of service.

A unit member with 10 years of service shall receive a \$500.00 base salary increase on July 1 of the 11<sup>th</sup> year of service.

A unit member with 15 years or more of service shall receive a \$300.00 base salary increase.

The parties agree to meet, confer, discuss and include such language changes necessary and proper for the successor collective bargaining agreement to commence July 1, 2005.

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

ESSEX COUNTY COLLEGE  
SUPPORT STAFF ASSOCIATION

Ralph Jackson  
Debra S. Thomas  
William Adams

ESSEX COUNTY COLLEGE

A. Zachary Jamb  
Michael D. Luce  
James D. Luce

APPENDIX A1  
SUPPORT STAFF ASSOCIATION TITLES

**OFFICE WORKERS**

1. Advisor - Educational
2. Advisor - Veterans Institutional
3. Aide - Gymnasium
4. Aide - Office
5. Aide - Teacher
6. Artist - Audio Visual
7. Assistant - Bookstore
8. Assistant - Bursar
9. Assistant - Career Resource
10. Assistant - Child Development Center
11. Assistant - Financial Aid
12. Assistant - Grants Processing
13. Assistant - Graphics
14. Assistant - Information (Training Inc.)
15. Assistant - Library
16. Assistant - Office
17. Assistant - Office
18. Assistant - Office (Dean)
19. Assistant - Office (Facilities)
20. Assistant - Office (Health Services)
21. Assistant - Office (Information Technology)
22. Assistant - Office (Print Shop)
23. Assistant - Office (Special Programs)
24. Assistant - Office (Student Affairs)
25. Assistant - Office (Upward Bound)
26. Assistant - Production
27. Assistant - Purchasing
28. Assistant - Student Support Services
29. Assistant - Teacher
30. Assistant - Teacher/Bus Driver
31. Assistant - Technical
32. Assistant - Technical (Library)
33. Assistant - Technical (Workforce Dev. Program)
34. Attendant - Student Center
35. Cashier
36. Cashier - Typist
37. Cashier - Sr.
38. Clerk
39. Clerk - Accounting
40. Clerk - Accounting Jr.
41. Clerk - Accounts Payable

42. Clerk - Accounts Payable Sr.
43. Clerk - Bookstore
44. Clerk - Budget
45. Clerk - Bursar
46. Clerk - Cashier
47. Clerk - Cataloging
48. Clerk - Central Stores
49. Clerk - Collections
50. Clerk - Concession Stand
51. Clerk - Control
52. Clerk - Data Entry
53. Clerk - Data Entry (Academic Affairs)
54. Clerk - Data Entry/Receptionist
55. Clerk - Equipment & Supply
56. Clerk - File
57. Clerk - Mail
58. Clerk - Mail/Receiving
59. Clerk - Mailroom
60. Clerk - Office
61. Clerk - Office (Information Technology)
62. Clerk - Operational Collections
63. Clerk - Operations Cost Control
64. Clerk - Payroll
65. Clerk - Printing
66. Clerk - Printing Sr.
67. Clerk - Records
68. Clerk - Records (Registrar)
69. Clerk - Records Management
70. Clerk - Senior
71. Clerk - Shipping & Receiving
72. Clerk - Stock
73. Clerk - Technical
74. Clerk - Technical (Biology and Chemistry)
75. Clerk - Typist
76. Clerk - Typist Senior
77. Clerk - (Allied Health)
78. Clerk - (Auxiliary Services)
79. Clerk - (Biology)
80. Clerk - (EOF)
81. Clerk - (Executive Vice President's Office)
82. Clerk - (Purchasing)
83. Clerk - (WISE)
84. Coordinator - Data Entry
85. Coordinator - Tutor
86. Examiner - GED Assistant
87. Examiner - GED Assistant Sr.
88. Operator - Audio Visual

89. Operator - Computer
90. operator - Duplicating
91. Operator - Microfilm
92. Operator - Microfilm Sr.
93. Operator - Print Shop
94. Operator - Telephone
95. Receptionist
96. Recorder
97. Secretary
98. Secretary - Associate Dean
99. Secretary - Correspondence Word Processing
100. Secretary - Corresponding Word Processing Sr.
101. Secretary - Divisional Chairperson
102. Secretary - Technical
103. Secretary - Technical (Information Technology)
104. Secretary (Academic Affairs)
105. Secretary (Biology and Chemistry)
106. Secretary (Bursar)
107. Secretary (Comm. and Customize)
108. Secretary (Executive Vice President's Office)
109. Secretary (Facilities Management)
110. Secretary (Multilingual)
111. Secretary (Nursing)
112. Secretary (Special Programs)
113. Secretary (Student Activities)
114. Secretary (Student Support Services)
115. Secretary (WEC/Dean's Office)
116. Secretary (Workforce Dev. Program)
117. Secretary Sr.
118. Specialist - Audio Visual Services
119. Specialist - College Work Study
120. Specialist - Data Entry
121. Specialist - Data Input
122. Specialist - Data Input (Admissions)
123. Specialist - Information
124. Specialist - Information (CCE)
125. Specialist - Information (Comm. and Cont. Ed./WEC)
126. Specialist - Information (Financial Aid)
127. Specialist - Production (WEC/Dean's Office)
128. Specialist - Registrar-Transcripts
129. Specialist - Technical Printing
130. Specialist - Web Design Technical
131. Supervisor - Records (Evening)
132. Teacher - Group
133. Teacher - Group Sr.
134. Technical - Typist
135. Technician - EOF

- 136. Technician - Laboratory
- 137. Technician - Maintenance
- 138. Technician - Medical Records
- 139. Technician - Processing
- 140. Technician - Records
- 141. Technician - Testing
- 142. Technician - Theater
- 143. Typist - Clerk (CAS)
- 144. Typist - Clerk (Facilities Management)
- 145. Typist - (Humanities)
- 146. Typist - (Police Academy)
- 147. Typist - (President's Office)
- 148. Typist - Clerk (Social Science)
- 149. Typist - Clerk (Student Affairs)
- 150. Typist - Senior Clerk (Comm. and Cont. Ed./Bursar)
- 151. Typist - Senior (Facilities Management)
- 152. Typist - Senior Clerk (Financial Aid)
- 153. Typist - Senior Clerk (WEC/Dean's Office)
- 154. Worker - Food Service



APPENDIX A2  
SUPPORT STAFF ASSOCIATION  
OFFICE WORKERS TITLES, GRADES & SALARY MINIMUMS

**GRADE 4    \$18,432 Min.**

Aide - Gymnasium  
Aide - Office  
Aide - Teacher  
Assistant - Teacher  
Assistant - Teacher/Bus Driver  
Clerk  
Clerk - Cataloging  
Clerk - Concession Stand  
Clerk - File  
Clerk - Mail  
Clerk - Office (Information Technology)  
Clerk - Printing  
Clerk - Records (Registrar)  
Clerk - Typist  
Clerk - (Allied Health)  
Clerk - (Biology)  
Clerk - (EOF)  
Clerk - (Executive Vice President's Office)  
Clerk - (Purchasing)  
Clerk - (WISE)  
Operator - Microfilm  
Typist - Clerk (CAS)  
Typist - Clerk (Facilities Management)  
Typist - Clerk (Humanities)  
Typist - Clerk (Police Academy)  
Typist - Clerk (President's Office)  
Typist - Clerk (Social Science)  
Typist - Clerk (Student Affairs)  
Typist - Clerk Food Service

**GRADE 5    18,932 Min.**

Cashier  
Cashier - Typist  
Clerk - Bookstore  
Clerk - Cashier  
Clerk - Records  
Clerk - Shipping & Receiving  
Clerk - Stock  
Clerk - Technical

**GRADE 6    \$19,432 Min.**

Assistant - Financial Aid  
Assistant - Library  
Assistant - Technical  
Assistant - Technical (Library)  
Assistant - Technical (Workforce Dev. Program)  
Clerk - Accounting Jr.  
Clerk - Central Stores  
Clerk - Control  
Clerk - Data Entry  
Clerk - Data Entry (Academic Affairs)  
Clerk - Payroll  
Clerk - Records Management  
Clerk - Senior  
Clerk - Typist Senior  
Operator - Microfilm Sr.  
Receptionist  
Technician - Medical Records  
Technician - Processing  
Typist - Senior Clerk (Comm. and Cont. Ed/Bursar)  
Typist - Senior Clerk (Facilities Management)  
Typist - Senior Clerk (Financial Aid)  
Typist - Senior Clerk (WEC/Dean's Office)

**GRADE 7    \$19,932 Min.**

Assistant - Grants Processing  
Assistant - Graphics  
Cashier Sr.  
Clerk - Collections  
Clerk - Mail/Receiving  
Clerk - Mailroom  
Clerk - Operational Collections  
Clerk - Operational Cost Control  
Clerk - (Auxiliary Services)  
Operator - Telephone  
Technician - Processing  
Technician - Records

**GRADE 8 \$20,432 Min.**

Assistant - Bookstore  
Assistant - Career  
Assistant - Production  
Assistant - Purchasing  
Attendant - Student Center  
Clerk - Accounts Payable  
Clerk - Budget  
Clerk - Equipment & Supply  
Clerk - Office  
Examiner - GED Assistant  
Secretary  
Secretary - Correspondence Word Processing  
Secretary - Technical  
Secretary - Technical (Information Technology)  
Secretary - (Academic Affairs)  
Secretary - (Biology and Chemistry)  
Secretary - (Bursar)  
Secretary - (Comm. and Customize Programs)  
Secretary - (Executive Vice President's Office)  
Secretary - (Facilities Management)  
Secretary - (Multilingual)  
Secretary - (Nursing)  
Secretary - (Special Programs)  
Secretary - (Student Activities)  
Secretary - (Student Support Services)  
Secretary - (WEC/Dean's Office)  
Secretary - (Workforce Dev. Program)

**GRADE 9 \$20,932 Min.**

Assistant - Information (Training Inc.)  
Clerk - Bursar  
Clerk - Data Entry/Receptionist  
Clerk - Technical (Biology and Chemistry)  
Recorder  
Specialist - College Work Study  
Specialist - Data Input  
Specialist - Data Input (Admissions)  
Specialist - Information  
Specialist - Information (CCE)  
Specialist - Information (Comm. and Cont. Ed./WEC)  
Specialist - Information (Financial Aid)  
Specialist - Registrar-Transcripts  
Technician - Typist

Technician - EOF  
Technician - Testing  
Technician - Theater

**GRADE 10 \$21,432 Min.**

Assistant - Office  
Clerk - Accounts Payable Sr.  
Clerk - Bursar  
Coordinator - Data Entry  
Examiner - GED Assistant Sr.  
Operator - Duplicating  
Operator - Print Shop  
Secretary - Associate Dean  
Secretary - Divisional Chairperson  
Specialist - Data Entry  
Supervisor - Records (Evening)

**GRADE 11 \$21,942 Min.**

Clerk - Printing Sr.  
Operator - Audio Visual  
Specialist - Audio Visual Services

**GRADE 12 \$22,432 Min.**

Assistant - Bursar  
Assistant - Child Development Center  
Assistant - Office  
Assistant - Office (Dean)  
Assistant - (Facilities)  
Assistant - Office (Health Services)  
Assistant - Office (Information Technology)  
Assistant - Office (Print Shop)  
Assistant - Office (Special Programs)  
Assistant - Office (Student Affairs)  
Assistant - Office (Upward Bound)  
Assistant - Student Support  
Clerk - Accounting  
Secretary - Corresponding Word Processing Sr.  
Secretary Sr.  
Specialist - Production (WEC/Dean's Office)  
Specialist - Technical Printing  
Specialist - Web Design Technical

Teacher - Group Sr.  
Technician - Laboratory

GRADE 13 \$22,432 Min.

Advisor - Educational  
Advisor - Veterans Institutional  
Coordinator - Tutor  
Technician - Maintenance

GRADE 14 \$23,182 Min.

Artist - Audio Visual  
Operator - Computer

APPENDIX B1  
SUPPORT STAFF ASSOCIATION  
FACILITIES STAFF TITLES

**FACILITIES STAFF**

1. Custodian
2. Maintenance Service Worker
3. Maintenance Technician
4. Maintenance Technician (Auto)
5. Transportation Aide

APPENDIX B2  
SUPPORT STAFF ASSOCIATION  
FACILITIES STAFF TITLES, SHIFT DIFFERENTIALS  
AND SALARY MINIMUMS

Custodial and Transportations Aide	Shift	Shift Diff.	Minimum
	First	\$ 900.00	\$18,432
	Second	0	
	Swing	700.00	
	Third	750.00	

Maintenance Service Worker	Shift	Shift Diff.	Minimum
	First	\$ 900.00	\$20,432
	Second	0	
	Swing	700.00	
	Third	750.00	

Maintenance Technician	Shift	Shift Diff.	Minimum
	First	\$ 900.00	\$26,500
	Second	0	
	Swing	700.00	
	Third	750.00	

Lead Person  
\$1.50 per hr. over above rates

# **ESSEX COUNTY COLLEGE SUPPORT STAFF ASSOCIATION**

## **BOARD OF TRUSTEES**

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Thomas Scrivo, Esq., Vice Chair  
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## **PRESIDENT**

A. Zachary Yamba

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303 University Avenue  
Newark, N.J. 07102

West Essex Campus  
730 Bloomfield Avenue  
West Caldwell, N.J. 07006

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