

**AGREEMENT BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES**

AND

**ESSEX COUNTY COLLEGE
ADMINISTRATIVE ASSOCIATION**



JULY 1, 2024 THROUGH JUNE 30, 2028

“Working Together for a Better ECC”

COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2024 THROUGH JUNE 30, 2028
BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND
ESSEX COUNTY COLLEGE ADMINISTRATIVE ASSOCIATION

COLLEGE BOARD OF TRUSTEES

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LEDAWN HALL, SECRETARY AND BOARD OF TRUSTEE REPRESENTATIVE
ANGELA MCKINNEY, MEMBERSHIP CHAIR
GERMAINE ALBUQUERQUE, SCHOLARSHIP CO-CHAIR

MAIN CAMPUS
303 UNIVERSITY AVENUE
NEWARK, NJ 07102

WEST ESSEX CAMPUS
730 BLOOMFIELD AVENUE
WEST CALDWELL, N.J. 07006

www.essex.edu

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION 1

ARTICLE 2 – SCOPE OF BARGAINING 2

ARTICLE 3 – NEGOTIATION PROCEDURES..... 2

ARTICLE 4 – ASSOCIATION AND ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES 3

ARTICLE 5 – BOARD RIGHTS 4

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES 5

ARTICLE 7 – EMPLOYMENT CONTRACTS 9

ARTICLE 8 – POSITION DESCRIPTIONS 9

ARTICLE 9 – ASSOCIATION REPRESENTATION TO THE BOARD 10

ARTICLE 10 – HEALTH INSURANCE/PENSION..... 10

ARTICLE 11 – DENTAL BENEFITS..... 11

ARTICLE 12 – TUITION BENEFITS 11

ARTICLE 13 – LEAVE OF ABSENCE WITH PAY 13

ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY 14

ARTICLE 15 – CHILDCARE LEAVE 15

ARTICLE 16 – VACATION 16

ARTICLE 17 – HOLIDAYS 17

ARTICLE 18 – PERSONAL DAYS 18

ARTICLE 19 – BEREAVEMENT LEAVE 18

ARTICLE 20 – SICK LEAVE 18

ARTICLE 21 – SICK LEAVE BANK AND DONATION OF SICK TIME..... 19

ARTICLE 22 – ADJUNCT TEACHING ASSIGNMENT 21

ARTICLE 23 – REPRESENTATION FEE 21

ARTICLE 24 – MERIT INCREASES 22

ARTICLE 25 – JURY DUTY 24

ARTICLE 26 – RESERVE TRAINING LEAVE..... 25

ARTICLE 27 – VACANT POSITIONS 25

ARTICLE 28 – SALARIES 25

ARTICLE 29 – LEGAL SERVICES 27

ARTICLE 30 – SAVINGS CLAUSE 27

ARTICLE 31 – EVALUATION OF ADMINISTRATIVE PERSONNEL 27

ARTICLE 32 – ACADEMIC RANK/TENURE/PROMOTION PROCEDURES 30

ARTICLE 33 – WORKLOAD 32

ARTICLE 34 – DURATION 32

APPENDIX A: AMINISTRATIVE ASSOCIATION TITLES 33
APPENDIX B: ADMINISTRATIVE EVALUATION FORM..... 36
INDEX 40

ARTICLE 1 – RECOGNITION

The Board of Trustees of Essex County College hereby recognizes the Essex County College Administrative Association as the exclusive bargaining representative as designated by Chapter 303, New Jersey Public Laws of 1968, as amended by Chapter 123, P.L. 1974, for all administrative Regular Full-Time Employees and Part-Time Employees as defined herein or as otherwise defined as being included pursuant to the Workplace Democracy Enhancement Act, (“WEDA”) N.J.S.A. 34:13A-5.11, et seq. employed by Essex County College in the job titles listed in APPENDIX A.

Excluded shall be all other employees including those in job classifications or titles directly covered by other collective bargaining agreements currently in existence by and between the College and other collective bargaining agents, work-study students, Casual Employees as defined by the WEDA and confidential employees designated by the College.

A. DEFINITIONS

1. "Association" or “Bargaining Unit” as used herein shall refer to the Essex County College Administrative Association.
2. "Board" as used herein shall refer to the Essex County College Board of Trustees.
3. “Grievance” shall be defined as a Contractual grievance involving an alleged misinterpretation, misapplication or violation of the express terms of the Grievance Procedure.
4. "Grievant" shall mean an employee of the College who is a member of the bargaining unit engaging in the Grievance and Arbitration Procedure.
5. "Regular Full-Time Employee" shall refer to those employees who normally are scheduled to work thirty-five (35) hours per week. Such employees are entitled, where eligible, to all fringe benefits provided herein.
6. "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months and who, at the time of hire, are given a specific termination date. The three (3) month period may be extended by the College up to a maximum of six (6) months. Thereafter, the employee shall be informed whether they will be terminated or become a Regular Full-Time Staff Employee. Such Temporary Employees shall remain “at will” employees and are not entitled and/or eligible to the fringe benefits provided herein.
7. “Part Time Employee” shall refer to those employees working 24 hours or less per week, but not less than four (4) hours per week over a period of 90 days. Part-

Time Employees shall remain “at will” employees. Such employees are not entitled and/or eligible to the fringe benefits provided herein.

ARTICLE 2 – SCOPE OF BARGAINING

- A. The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

All demands of either party whether or not raised during the negotiations shall be considered as freely discussed and negotiated and are not subject to further negotiations throughout the duration of the Agreement except by mutual Agreement between the parties. In addition, the Agreement shall not be subject to change except by mutual Agreement between the parties.

- B. If any provision of this Agreement is or becomes invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue to full force and effect and the parties shall meet forthwith, upon request, to negotiate substitute terms for such invalid or unenforceable provision.

ARTICLE 3 – NEGOTIATION PROCEDURES

- A. The Association and the Board agree to enter into collective negotiations in accordance with Chapter 303, New Jersey Public Laws of 1968, as amended by Chapter 123 of the Public Laws of 1974 in a good faith effort to reach Agreement on all matters concerning terms and conditions of employment and a grievance procedure affecting those administrators of Essex County College who are represented by the Essex County College Administrative Association for purposes of said negotiations.

- B. Negotiations over a successor Agreement shall be brought on by notice by one party to modify, amend or supplement the terms of the current Agreement. Within fifteen (15) days of the receipt of such notice, the parties hereto shall commence negotiations, having for their purpose the negotiation of terms and conditions of employment. It is understood that any Agreement reached shall be incorporated into the written Agreement for the subsequent period agreed upon. No Agreement of side letters thereto shall be final, binding or effective unless and until the Association membership and Board ratify said Agreement or said letter.

ARTICLE 4 – ASSOCIATION AND ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

- A. Unless stated otherwise, nothing contained herein shall be construed to deny to any member of the negotiating unit rights derived from the laws of the State of New Jersey or other applicable laws and regulations.
- B. One hour per month between the hours of 9:00 a.m. and 4:00 p.m., shall be reserved for the conduct of Association business including Association meetings so long as it is consistent with the needs of the College. Every effort shall be made to relieve administrators of their responsibilities during this one-hour period with the understanding that should the needs of the College dictate, administrators may be called from this activity or meeting to perform services for the College. The Administrative Association shall communicate its desire to the President of the College or their designee to reserve this one hour. The President or their designee shall have the right to request that the one-hour period be changed as dictated by the needs of the College.
- C. The Board shall provide at no cost an office for the sole use of the Association.
- D. The Association and its representatives shall have the right to use College facilities for meetings after 4:30 p.m. The Association agrees to use the normal College channels for the reservation of each facility. Such use shall not interfere, interrupt or conflict with normal College operations or student activities.
- E. Personnel files shall be maintained under the following circumstances for members of the unit:
1. Each member of the bargaining unit shall have on file in the Department of Human Resources, a personnel file.
 2. Upon written notice of at least twenty-four (24) hours to the Executive Director of Human Resources or their designee, the personnel file shall be open to the member of the negotiating unit in the Department of Human Resources on a working day between the hours of 9:00 a.m. to 4:30 p.m. The time for review shall not exceed one (1) hour, unless extended by the Executive Director of Human Resources or their designee.

The following material contained in the personnel file shall not be made available to the individual:

- (a) Character and job references from outside sources.
- (b) Placement records which contain references from outside institutions.
- (c) Transcripts restricted by the sending institution.

- (d) Other confidential references or confidential information requested by the College and obtained from outside sources.
3. If any material, except that listed in Paragraph E 2(a) through (d) above is placed in the personnel file of an administrator, the Executive Director of Human Resources or their designee shall so notify the administrator in writing and provide an opportunity to read the material. (After reading, the administrator may affix a personal signature to the copy filed, acknowledging the content as seen but not necessarily agreed with. Should the administrator not respond to the written communication, the Executive Director of Human Resources or their designee shall file a copy of the written notification which was sent to the administrator.
4. Consistent with the requirements of this section, an administrator may make one (1) copy of each item contained in the file that is not of a confidential nature as detailed in Paragraph E 2 (a) through (d) 2 above.
- F. Parking shall be provided on a first come, first served basis in Employee Parking Lot (A). The Board shall require parking identification for each car, but shall furnish same at no additional cost to unit members. If the College is able to provide individual designated parking spaces to members of the unit, this clause shall be reopened upon notice to discuss fees.
- G. ‘Official Association Business’ shall include the right to meet with individual employees and conduct meetings with newly hired employees as set forth in the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.
- H. The Association shall have the right to use the email systems of the College to communicate with Association members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq. The Association agrees to abide by the College’s computer usage policies in effect when utilizing the College’s network for permissive interactions with Union members and their respective representatives.
- I. The College shall furnish the Association with employee information in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.

ARTICLE 5 – BOARD RIGHTS

- A. Notwithstanding any provision of the 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.

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

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES

- A. The terms of both the Grievance and Arbitration Procedures shall be in force for the duration of this Agreement.
- B. The Administrative Association affirms that for the duration of this Agreement, it shall attempt to peacefully resolve any and all disputes with the Board by way of this agreed upon Grievance Procedure.
- C. **INFORMAL PROCEDURE LEVEL 1**

Prior to the filing of a formal grievance, the grievant shall informally discuss the matter with their immediate supervisor. If their immediate supervisor is a member of the bargaining unit, is the subject of the underlying grievance, or if the grievant is uncomfortable addressing their grievance with their immediate supervisor, the grievant shall discuss the matter with the next supervisor in the administrative chain of command who is not involved in the underlying matter and/or who is not a member of the unit.

- C. **FORMAL GRIEVANCE PROCEDURE LEVEL 2**

If the matter remains unresolved at Level 1, the grievant may invoke a formal grievance in accordance with the steps outlined below.

- I. **STEP I**

- (a) If the matter remains unresolved at Level 1, the grievant may advance their Grievance by having the Association submit a written grievance on their behalf to the appropriate Area Head. This written grievance shall be submitted no later than ten (10) working days after the grievant has availed themselves of the procedure outlined in Paragraph (C) above, but in no event later than thirty (30) calendar days after the act or condition upon which the grievance is based. The submission shall be in a format mutually agreed by the Department of Human Resources and the Association.

The involved administrator, and a representative of the Association, who is an employee of the College and a member of the bargaining unit, shall meet with the Area Head for the purpose of resolving the grievance. The meeting must be held within five (5) working days of the receipt of the written grievance by the Area Head. The Area Head or their designee shall answer in writing with respect to the grievance within five (5) working days after the above-mentioned meeting.

The answer shall be dated and presented to the Grievance Chairperson or, if absent, any officer of the Association. The grievant shall indicate in writing, within five (5) working days, acceptance or rejection of the answer rendered.

- (b) In the event the grievant is supervised by the President or an Area Head is the subject of the grievance, any initial grievance shall be filed at Level 2, Step II.

II. STEP II

- (a) If the grievance is not satisfactorily settled in Step I, then within ten (10) working days after receipt of the answer in Step I, the Association shall, on behalf of the grievant, file two (2) copies of the written grievance with the Department of Human Resources and a copy shall be filed with the Administrative Association to advance the grievance. In circumstances where a grievant is supervised by the President or an Area Head is the subject of the grievance, the Association shall, on behalf of the grievant, file two (2) copies of the written grievance with the Department of Human Resources.

- (b) Within ten (10) working days from the date of filing, the Department of Human Resources, or designee, shall meet with the grievant, any involved administrator and a representative of the Administrative Association who is an employee of the College and a member of the unit in an effort to resolve the grievance. The Department of Human Resources or a designee, shall give the answer in writing with respect to the grievance within ten (10) working days, with a copy to the Association. The answer shall be dated and presented to the Grievance Chairperson or, if absent, any officer of the Association.

III. STEP III

- (a) If the grievance is not satisfactorily settled in Step II, then within ten (10) working days after receipt of the answer in Step II, the Association shall file two (2) copies of the written grievance with the President of the College or their designee and a copy shall be filed with the Administrative Association to advance the grievance.

- (b) Within ten (10) working days from the date of filing, the President of the College or their designee, shall meet with the grievant, any involved administrator and a representative of the Administrative Association who is an employee of the College and a member of the unit in an effort to resolve the grievance. The President of the College or their designee, shall give the answer in writing with respect to the grievance within ten (10) working days, with a copy to the Association. The answer shall be dated and presented to the Grievance Chairperson or, if absent, any officer of the Association.

IV. STEP IV

- (a) The grievance shall be deemed to have been satisfactorily disposed of under Step III, unless within ten (10) working days after receipt of the

answer in Step III, the Association files, on behalf of the grievant, two (2) copies of the written disposition under the previous Step with the Board. The Association shall also state in writing to the Board the reason for the dissatisfaction with the answer given to the grievant under Step III.

- (b) Within thirty (30) working days from the date of filing of the grievance with the Board, the Board through its duly designated representatives shall meet with the grievant, the appropriate administrator(s), and a representative of the Administrative Association who is a member of the unit in an effort to resolve the grievance. 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.
- (c) The Board shall designate the time and place of the meeting. The Board shall state its disposition of the grievance in writing within twenty (20) working days of said meeting. The answer shall be presented to the Grievance Chairperson or, if absent, any officer of the Association.

V. STEP V - ARBITRATION PROCEDURE

- (a) In the event that the grievant is not satisfied with the decision of the Board pursuant to Step IV, then within ten (10) working days from the date of the Board's decision, such grievance may be taken to arbitration by the Association.
 - (b) Thereafter, the rules and regulations of PERC pertaining to the selection of an arbitrator shall be followed. The power and authority of the impartial arbitrator shall be limited to the subject of the particular grievance involved. The arbitrator shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of this Agreement based on the specific issue submitted to the arbitrator. The arbitrator's decision shall cover only the particular issue(s) necessary to resolve the particular grievance without recommendation or comment on other matters. The authority of the arbitrator shall be limited to interpreting and applying the provisions of the Agreement in determining a violation of the Agreement, and shall not substitute their judgement in interpreting the Agreement. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall render a determination in accordance with the laws of the State of New Jersey and shall have the power to make compensatory awards.
- E. The disposition of any grievance at any step of the grievance procedure prior to the actual receipt of the decision of the arbitrator shall be formal and binding upon both parties.
 - F. The fees and expenses of the arbitrator and the charges of PERC shall be borne equally by the Administrative Association and the Board.
 - G. 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 procedure, unless the grievant was otherwise scheduled to work on that day. For the purpose of counting workdays under the provisions of this Article, the day that a grievance is actually filed, or an answer actually given, shall not count as a workday for the purpose of counting the number of days within which the next action in the procedure must be taken.

- H. 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.
- I. The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the procedure may be extended by written Agreement between the College President and the Administrative Association.
- J. Failure by the grievant/Association 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.
- K. Failure of the Board and the College Administration to submit a written disposition within the prescribed time limits shall be considered a denial and will allow the grievance to proceed to the next step.
- L. It is expressly understood and agreed that, in addition to the exclusions from the provisions of the grievance and/or arbitration procedure which are contained elsewhere in the Agreement, the following are also not subject to the grievance and/or arbitration procedures in this Agreement.
 - 1. Matters involving the sole discretion of the Board.
 - 2. Any question concerning the duration of this Agreement.
 - 3. Any matter where the Board is without the expressed or implied authority to act.
 - 4. Any action of the Board which is prescribed by law.
 - 5. Any action by the College under Article 7 of this Agreement.
- M. No reprisals of any kind shall be taken against any Administrative Association member for participating in any grievance.
- N. 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 written consent so that the grievance procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.
- O. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the grievant.
- P. It is agreed that all parties involved in the grievance proceedings shall make available,

upon request, all relevant documents and materials relating to the grievance.

- Q. A grievance may be withdrawn by the grievant or the Association at any level. However, if in the judgement of the Association the grievance affects the welfare of the members, the grievance may be continued by the Association.

ARTICLE 7 – EMPLOYMENT CONTRACTS

- A. Those unit members who are not employed under multi-year contracts shall be employed under contracts of a one (1) year duration which shall expire on June 30 of each calendar year.
- B. For the purpose of termination of one (1) year contracts, a ninety (90) day notice shall be given. However, the Board or the College shall have no obligation to give such notice when terminating for the reason of serious misconduct, or unlawful conduct.
- C. For the purpose of non-renewal of a one (1) year contract, a member's notice shall be given by February 15 of each year and the Association shall receive copies of such notices simultaneously.
- D. Any issues concerning eligibility for multi-year contracts shall be governed in accordance with N.J.S.A. 18A:60-14 and the College's implementing guidelines.
- E. Member notice of non-renewal of a contract for a unit member who has a multi-year Agreement shall be by January 15.
- F. If a unit member is promoted to a new position and the College determines to remove the individual from the new position, the unit member shall be returned to the former position or a comparable position for the balance of the individual's annual contract. If the former position or a comparable position is not available, the unit member shall be duly considered for any other vacant position for which the member may be qualified. Such consideration shall include, but not be limited to, notification of such vacancies, the opportunity to apply and be interviewed, and to be advised in writing of the outcome.

ARTICLE 8 – POSITION DESCRIPTIONS

- A. There shall be a written description of each position covered by this Agreement. The development of these descriptions shall be the responsibility of the College and are to be filed with the Department of Human Resources of Essex County College. A position description shall be available to the individual administrator and to the Administrative Association upon reasonable request. The Department of Human Resources will establish and maintain the official College file of position/job description in accordance with College Regulations.
- B. Each position description must include designation of the specific areas of responsibilities and accountability.

- C. The College shall retain the sole discretion to change the job description during the term of this contract from time to time as it deems desirable. However, the administrator involved and the Association shall be notified upon any change in the written description.
- D. Upon any significant changes in job description, the administrator involved along with a representative of the Association who is a member of the unit, shall have an opportunity to discuss both the change in job description of title and a possible salary increase to reflect an increase in responsibilities or duties. If the Association wishes to pursue the matter after this meeting, the Association may, meet with the Department of Human Resources at a time mutually agreeable to all concerned for the purpose of discussing the matter. The Association may accept the Department of Human Resources decision in this matter or may appeal to the President of the College, whose decision in the matter shall be final and binding, and not subject to arbitration.
- E. Any unit member who may become unqualified for a position as the result of a job description change may maintain said position for a period of one (1) contract year to demonstrate their ability to perform the duties of the revised position and/or obtain the necessary education and credentials to be qualified for the revised position. However, should the unit member remain unqualified, they may be removed from said position upon the recommendation of the Area Head and shall be duly considered for any other vacant position for which the member is qualified. Such consideration shall include, but not be limited to, notification of such vacancies, the opportunity to apply and be interviewed, and to be advised in writing of the outcome.

ARTICLE 9 – ASSOCIATION REPRESENTATION TO THE BOARD

- A. With reference to attendance of an Association Representative at public meetings of the Board of Trustees and receipt of materials to be discussed at such meetings, the Association shall be entitled to all rights as established by the appropriate Board of Trustees policy covering such matters.
- B. This Association Representative shall be selected by the Association within thirty (30) days after this Agreement is executed. Subsequent to selection of the Representative, notice of same shall be given to the President, or designee, of this selection and any successor.

ARTICLE 10 – HEALTH INSURANCE/PENSION

- A. All members of the unit shall receive group life insurance, pension benefits, health insurance and all other benefits as provided under the law of the State of New Jersey. The Board shall continue to pay for such coverage either fully or partially as the law provides.
- A. Unit members shall be entitled to physical examinations, laboratory tests and vision examinations of their own choosing, and shall be eligible for unduplicated reimbursement

for such examinations up to a maximum of \$500.00 per contract year. Such reimbursement may include eyeglasses prescribed and purchased as a result of an eligible vision examination, unreimbursed prescriptions and medical expenses, within the \$500.00 maximum.

The unit member shall submit all applicable bills first to the New Jersey State Health Benefits basic plan carrier and major medical carrier. Claims to the College under this section shall be only for amounts declined by New Jersey State Health Benefits Plan carriers or for ineligible items, and the unit member shall be responsible for submitting to the Executive Director of Human Resources or designee, applicable physical or laboratory bills, with member's name, date and procedure, and statement of benefits from primary carrier and major medical carrier. All claims for the preceding contract year shall be submitted once between July 1 and July 31 of the next contract year.

All employees shall continue to contribute to the cost of health insurance in accordance with the full contribution level (Tier 4) of Chapter 78 (P.L. 2011, c. 78). Any employee who retires during the term of this contract and prior to the execution of a new agreement shall continue, in retirement, to contribute to their health benefits at the Tier 4 level set forth above.

- B. The parties understand that the Chapter 88 State Retirement Health Benefits (RHB) Plan, Laws of 1974 program is being eliminated by the College. As a result, as of July 1, 2021, deductions from pay for the Chapter 88 program will cease and no individual who was a member of this unit shall be entitled to any Chapter 88 benefits or reimbursements for any prior payments made by the unit member.

ARTICLE 11 – DENTAL BENEFITS

The College shall continue to provide coverage under its dental plan for all unit members and their eligible family members. The College reserves the right to change this dental plan so long as the benefit levels are not changed.

ARTICLE 12 – TUITION BENEFITS

- I. Eligibility for the College's Tuition Waiver and Reimbursement Program shall be allowed based on the following stipulations. A member shall not take courses during a normal workday or part thereof, unless there are extenuating circumstances approved by the appropriate Area Head or Dean.
- B. **TUITION WAIVER**
- I. **ELIGIBILITY**
- a. The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse, recognized domestic partner (as defined by the New Jersey Division of Taxation) or dependent child (as defined by IRS Code) accepted for enrollment in a degree program at Essex County College.

- b. The College shall provide waiver assistance only to the extent that expenses are not covered by financial aid, discounts, subsidies, grants, scholarships, or other tuition support.
- c. The member, spouse, recognized domestic partner (as defined by the New Jersey Division of Taxation), or dependent child shall successfully complete the course to qualify for subsequent waivers. Successful completion shall be defined as receiving a minimum grade of "C" in the course.

II. NON-CREDIT COURSES – Tuition waiver shall be granted to the member for non-credit Continuing Education Unit fundable courses directly related to the employee's job upon availability of space in the course and approval by the Area Head and the Dean of Continuing Education or their designee.

C. TUITION REIMBURSEMENT

I. ELIGIBILITY

- a. A member accepted for enrollment or currently enrolled in an initial Master or an initial Doctorate equivalent degree program, at an accredited institution of higher education, shall be eligible to receive seventy-five percent (75%) of the tuition charged at the Rutgers graduate rate for comparable graduate course work.
- b. Tuition Reimbursement is available for employees who receive prior course approval each semester and meet the eligibility and documentation requirements of the Colleges' Tuition Reimbursement policy. Tuition Reimbursement shall not be available for employees seeking to obtain a degree at an already acquired academic level, unless required by the College.
- c. Member shall be in pay status during the course for which tuition reimbursement is requested.
- d. Member's most recent performance evaluation shall reflect a "meets standards" or higher overall evaluation rating.
- e. Member shall have a minimum of one year of continuous employment to be eligible for participation.
- f. Reimbursement under this Article is subject to the College's current Tuition Reimbursement Policy.

II. REIMBURSEMENT

- a. Member shall be eligible to request tuition reimbursement for a maximum of twenty four (24) credit hours in a Bachelor degree program or fifteen (15)

credit hours in a Master or Doctoral degree program, per fiscal year (July 1 through June 30).

- b. Reimbursement shall be restricted to courses necessary to earn an initial Master or initial Doctorate equivalent degree, unless otherwise approved by the Area Head and the President of the College.
- c. Member shall successfully complete the course to qualify for tuition reimbursement. Successful completion shall be defined as receiving a minimum grade of "B" in graduate courses.
- d. The College shall provide tuition reimbursement only to the extent that expenses are not covered by discounts, subsidies, grants, scholarships, or other tuition support.
- e. The member shall submit an official grade report and receipt of tuition paid to obtain reimbursement.
- f. After all approvals are received, reimbursement application shall be submitted to Department of Human Resources within 60 days of course completion.

III. REIMBURSABLE COURSES

- a. The member's selected degree program and course selections each semester shall receive prior approval from the supervisor, Area Head and Executive Dean of Academic Affairs . The decision of the Executive Dean of Academic Affairs is final, binding, and not subject to the grievance procedure.
- b. The degree program shall be relevant to the individual's position, or a higher position at the College, or the individual is enrolled in a degree program that is deemed relevant by the College.
- c. Any courses offered by Essex County College shall be excluded from reimbursement.

- IV. EMPLOYMENT OBLIGATION:** A member, who resigns from the College within two years from the date of completing courses for which the College made tuition reimbursement payments shall repay the College as described in the Tuition Reimbursement Agreement.

ARTICLE 13 – LEAVE OF ABSENCE WITH PAY

- A. On recommendation by the President and by approval of the Board, members of the unit may be granted a leave of absence with full or partial pay for professional activities that reflect favorably on the College and/or improve employee job functioning or for other reasons deemed appropriate by the President and the Board of Trustees. The decision of the Board shall be final and binding and shall not be subject to review.

- B. A paid leave of absence shall not be granted in order to allow an employee to work for another employer except with the specific permission and prior approval of the President of the College. When leave is granted for other reasons, the employee who works for another employer during said leave may be immediately disciplined and/or terminated at the sole discretion of the College.
- C. Unless otherwise agreed by the individual unit member, upon return from leave the administrator shall be placed in the same or an equivalent position at a salary commensurate with the current scale.
- D. Any administrator on a paid leave of absence shall retain all insurance and pension benefits without exception during the period of said leave to the extent allowed by applicable law.

ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY

- A. An approved leave of absence without pay may be granted to a member of the unit for a period of up to one (1) year. Requests for such leave shall be made in writing to the President at least four (4) months or as soon as practicable prior to the commencement of said leave. If said leave is denied by the President, shall be final and not subject to the grievance and arbitration provision of the Agreement.
- B. Approval of such leaves may be granted for the following reasons:
 - i. Pursuit of a degree at an institution of higher education and/or other professional development.
 - ii. Recuperation from ill health beyond all available sick leave provisions of this contract, consistent with any applicable state health and benefits program.
 - iii. Personal or professional situations necessitating such leave.
 - iv. Child Care Leave in accordance with Article 15 of this agreement.
- C. In certain situations, leaves in excess of one (1) year may be granted by the Board upon recommendation of the President. The decision of the Board shall be final and binding and shall not be subject to review and/or the grievance and arbitration provision of the Agreement.
- D. At the sole discretion of the College, if no qualified replacement can be found to serve for a portion of a year, the employee may be required to take one (1) full calendar year's leave.
- E. In leaves of six (6) months or longer, the member of the unit shall notify the Executive Director of Human Resources or their designee in writing at least sixty (60) calendar days prior to the stated leave expiration date with respect to their plans to return or resign. At the discretion of the College, failure to do so could result in a waiver of the right to

- return. Where appropriate, prior to return, the member must produce a physician's certificate attesting to their physical fitness for duty and work readiness.
- F. An unpaid leave of absence shall not be granted in order to allow an employee to work for another employer except with the written approval of the President. When leave is granted for other reasons, the employee who works for another employer during said leave may be immediately disciplined and/or terminated at the sole discretion of the College.
- G. If the leave is less than six (6) months in duration, the administrator shall be placed, upon return from leave, in their former or equivalent position, at a salary commensurate with their scale at time of leave.
- H. This ARTICLE shall be administered in accordance with the Family and Medical Leave Act and New Jersey Family Leave Act.

ARTICLE 15 – CHILDCARE LEAVE

A. CHILD CARE LEAVE

- I. Child Care Leave shall be granted by the College without pay for a period of up to one (1) year.
- II. Employees shall notify the Executive Human Resources Department or their designee in writing within three (3) months of their intended use of Child Care Leave. The notification shall include a doctor's certificate giving the anticipated date of birth.
- III. Leave shall be granted upon written application at least one (1) month in advance of the anticipated date of birth.
- IV. During the period of the leave all fringe benefits shall cease except where statutory law mandates continuance. There shall be no loss of accrued benefits during the leave.
- V. If no qualified replacement can be found to serve a fraction of a year, the employee may be required to take a full year leave. In all cases, the member of the unit shall notify the Human Resources Department in writing at least one (1) month prior to the stated leave termination date as to whether they plan to return or resign. Where appropriate, the employee may be required to produce a certificate from their physician within three (3) weeks of their return indicating that they are physically fit and ready to commence working.

B. FAMILY AND MEDICAL LEAVE

- I. Eligible employees who become unable to work may request additional leave pursuant to the Family Medical Leave Act and/or New Jersey Family Leave Act, to the extent it is available. Requesting employees shall notify the Human Resources Department in writing of their intent to take such leave. The notification shall include a doctor's certification memorializing the employee's inability to continue working.
- II. 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 responsibilities. The College reserves the right to have the employee examined by a College designated physician.
- III. Employees who request such leave shall be required to submit a doctor's certificate for the extended period of leave. Accumulated sick leave may be used during any period of Family and Medical Leave.
- IV. An employee who indicates a desire to return to their employment on or before the expiration date of their leave shall be reinstated to their former position or to a position of like status and pay without loss of benefits or service credit, provided that reasonable notice (of at least three (3) weeks) is provided to the Human Resources Department of intent to return; and provides a certificate from their physician to the effect that they are physically fit and ready to commence working. Failure to give such notice shall result in the waiver of a right to return. The Board may require independent examination by a physician. The College, at its discretion, may deny an employee's request to return earlier than the date initially requested.

ARTICLE 16 – VACATION

- A. For the duration of this Agreement, members of the bargaining unit shall receive thirty (30) vacation days annually. In addition, all other days when the College is officially closed be treated as holidays for members of the unit.
- B. Vacation days are earned at a rate of 2.5 days per month. The unit member's vacation leave time shall be credited and available for use on July 1 of each year. No accumulation from year-to-year shall be allowed.
- C. For the duration of this Agreement, an individual member may cash in a total of ten (10) days of accrued unused vacation. The ten (10) days of accrued vacation may be cashed-in at any time prior to June 1 of each contract year. All accumulation of vacation shall end on June 30 and no vacation is to be carried over from year to year without the prior approval of the President.

- D. Upon termination, resignation, retirement, or any separation from the College will pay out to the unit member the total number of vacation days accrued and not used during the contract year only.
- F. All vacation time shall be approved by the administrator's Area Head, but approval shall be granted based upon the operational needs of the College.
- G. An administrator who has more than ten (10) earned, unused vacation days as of May 15 and was prevented from taking these days by the College shall notify their Area Head in writing. The College may pay out or permit the administrator to rollover the 10 days out if they cannot use them by June 30 with the written approval of the President.

ARTICLE 17 – HOLIDAYS

- A. The College shall grant members of the unit the following holidays with full pay:
- Christmas Eve through New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Presidents' Birthday
 - Good Friday
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Thanksgiving Friday
 - All other holidays officially declared by the College and when the College is officially closed.
- B. The above holiday schedule shall be subject to change as directed by the academic schedule of the College. At the discretion of the Area Head or designee, members of the unit may be required to perform duties on a day declared as a holiday. If this occurs, the member shall receive another day off with pay at a mutually agreed time that is not in conflict with vital College activities.
- C. The College may be closed due to fiscal exigency upon approval of the Board of Trustees. During such Board approved periods of closure, unit members covered by this Agreement would be entitled to utilize vacation for the purpose of salary continuance. If this option is not taken, the period of closing shall be without pay. During closings for any other reasons, including holidays or recesses, members shall be paid without deduction from vacation time.

ARTICLE 18 – PERSONAL DAYS

- A. On July 1 of each year, members of the unit shall be granted three (3) personal days for business that cannot be taken care of outside of normal working hours. These days will be prorated for members employed after July 1.
- B. Personal days shall not carry over from year to year, and these days, if not used, are lost and not reimbursable upon resignation, retirement, termination or any separation from the College.

ARTICLE 19 – BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be granted paid time off for working days lost for bereavement purposes, not to exceed five (5) days immediately following the death of certain members of the employee's immediate family, i.e., a spouse, domestic partner, or child, or three (3) days immediately following the death of other members of the employee's family, i.e., father, mother, sibling, mother-in-law, father-in-law, grandparents and grandchildren for the purpose of attending the funeral. In exceptional circumstances the President may, at their sole discretion, increase the number of days from five (5) to seven (7) days for immediate family and three (3) to five (5) days for other family members. The President's discretion in this respect shall be final and binding and not subject to review or the grievance procedure.
- B. In all cases, to be eligible for such leave, the employee must give notice of absence to the appropriate Area Head or supervisor. The Area Head or supervisor has the right to request proof relating to the employee's bereavement request.
- C. An employee shall not be entitled to bereavement leave if, at the time of death in the family, the employee is on unpaid leave or in a no pay status.
- D. Employees may receive one day off with pay to attend the funeral of any relative not listed in paragraph A above. The requirements set out in paragraphs B and C above shall be applicable for leave under this paragraph.

ARTICLE 20 – SICK LEAVE

- A. Members of the unit who are employed as of July 1 of each year shall be granted twelve (12) days of sick leave for the year July 1 through June 30. Employees hired after July 1 shall receive a pro rata portion of the twelve (12) days. Said sick leave shall be available July 1 or the date of hire, if after.
- B. Sick leave may accrue indefinitely but unused days are not reimbursable upon termination, resignation, retirement or any form of separation from the College. Nor may accumulated sick leave 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.
- D. Payment under this Article shall be made providing the appropriate Area Head and Supervisor are notified of the employee's absence at the earliest possible moment and in no event more than one (1) hour after the normal start of the work day except where the nature of the illness or injury prevents this. In this case only, the employee shall make appropriate provision for someone else to call, or when that is not possible, to call in personally as soon as possible.
- E. The Executive Director of Human Resources or their designee may require a medical certification from the employee's doctor prior to payment to verify three (3) or more consecutive days of sick leave absence.
- F. To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination to determine the employee's fitness for duty, at no cost to the employee, prior to return from sick leave.

ARTICLE 21 – SICK LEAVE BANK AND DONATION OF SICK TIME

- A. The College shall establish an emergency "Sick Leave Bank" to be administered jointly by the Board through the President or designee and the Association through its President or designee.
- B. The "bank" shall be limited for the duration of this Agreement to a total number of days to be determined by providing two and one-half (2 ½) day for each member of the unit covered by this Agreement each year. These days do not accrue from year to year. These days may be dispensed to members of the bargaining unit, upon application, provided there are sufficient days in the bank.
- C. Application for such benefits shall be made to the President of the College and the President of the Association by a mutually agreed upon form developed by the parties.
- D. Subsequent application for the same illness must meet the same preconditions as the initial application. However, an employee may only submit an application for sick bank benefits one (1) time per contract year for a maximum award of twenty-five (25) days per contract year.
- E. Days shall be dispensed to the applicant at the discretion of the President of the College and the President of the Association where the following preconditions are met:
 - I. Serious, continuing illness or disability to a member of the unit.
 - II. Medical certification from a physician or other licensed health care provider concerning the nature and anticipated duration of the catastrophic illness or injury

must be submitted by the employee, or supervisor requesting participation on behalf of the employee as a recipient.

- III. All of the employee's available vacation days, personal days, and all available sick leave having been exhausted.
- IV. The illness or disability is not covered by any long-term disability plan as contained in the Agreement or any short or long-term disability plan as agreed to by the parties.
- F. If the final sick bank grant exceeds the number of days needed by the individual to bring an account to zero, as of the first of the month following the date of return from illness, the excess days shall be deducted from the individual's account and returned to the sick bank.
- G. If the President of the College and President of the Association cannot agree in regard to preconditions stated above, the final decision rests with the President of the College. This decision is final and binding and not subject to grievance procedure.
- H. Where-the sick leave bank is exhausted,-bargaining unit members may voluntarily donate their accumulated and earned unused sick-day(s) to a member in need.
- I. A leave donor shall donate only whole sick days, may not donate more than 10 such days to any one recipient, and must have remaining to their credit after the donation at least 20 days of accrued sick leave.
- J. Donated sick days shall be subtracted from the donating employee's accumulated and earned sick days and added to the requesting employee's balance.
- K. A leave donor cannot revoke the leave donation. However, if there is any unused donated time for a recipient, the leave will be prorated back to the leave donors in hours based on the amount of time donated.
- L. Recipients will not be permitted to retain unused donated time.
- M. Donations may not be used on a retroactive basis.
- N. An employee may not solicit any money, credit, gift, gratuity, thing of value, or compensation of any kind in exchange for the donation.
- O. The unit member in need shall submit a request in writing to the administrative association executive board for review. The president of the association shall forward the request to the department of human resources to facilitate the donation(s). Whereas the number of leave donors is not capped under this contract, an employee shall only be permitted one (1) request for donated time each contract year of this Agreement.
- P. Decisions regarding eligibility will be made on a case-by-case basis consistent with Paragraph G, above.

- Q. The eligible recipient's leave time will be credited with the donated time indicating the donor. The recipient may receive days from more than one donor, but may not use a total of more than 180 donated days in their lifetime at the college.
- R. The benefits as provided by this Article shall not accrue to or be available to any member of the unit upon termination of employment.

ARTICLE 22 – ADJUNCT TEACHING ASSIGNMENT

- A. Members of the unit who are duly appointed members to the adjunct pool of Essex County College shall be given first priority to adjunct teaching assignments when available, providing such priority does not violate any existing current collective bargaining Agreement. Administrators who hold academic rank shall be entitled to this same priority for courses in the Department in which academic rank is held, without being a member of the adjunct pool. However, if the administrator wishes to teach a course in a Department in which administrator does not hold academic rank, then the administrator must be a member of the adjunct pool. First priority shall be accorded only where the individual in the sole opinion of the appropriate Dean, is qualified to teach such course. The Dean may consult with the appropriate Division or Department Chairperson in reaching a decision.
- B. With the approval of the supervisor and area head, an administrator may not teach more than four and one-half (4.5) contact hours during a semester or a term.
- C. Members of the unit shall be entitled to compensation for such adjunct teaching assignment equal to the faculty overload rate in effect.

ARTICLE 23 – REPRESENTATION FEE

- A. Any member of the negotiating unit may, at any time, sign and deliver to the Executive Director of Human Resources or their designee an authorization for deduction of dues of the Association. Such authorization shall continue in effect until it is formally revoked, in writing, to the Executive Director of Human Resources or their designee, and will be effective on the next January 1 or July 1 following receipt of such notice by the College.
- B. Deduction of membership dues from each unit member's regular paycheck shall be made during the period of September 1 through June 30 of each year to coincide with the billing calendar set forth by the New Jersey Education Association ("NJEA"). The College shall remit all monies based on NJEA requirements. Once the funds are remitted, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the NJEA.
- C. The Association shall certify to the College in writing the current rate of its Association dues. Should the Association change the rate of its Association dues, it shall give the Executive Director of Human Resources or their designee written notice thirty (30) days prior to the effective date of such change.

- D. It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the College harmless from any claims, actions, or proceedings by any employee arising from deductions made by the College hereunder.
- E. The Association shall waive all right and claim against the College for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.
- F. Any member of the bargaining unit choosing not to become a member of the Association may revoke such authorization for deduction of dues by providing written notice to the Executive Director of Human Resources or their designee during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction fees, the Executive Director of Human Resources or their designee shall provide notice to the Association of the employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of the Association fees shall be effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.
- G. The Association hereby agrees to indemnify and hold harmless the College from and against any claims from any non-union members for excessive or improper disbursement of agency shop fees or dues deducted from the salaries of nonmembers of the Association.
- H. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system.

ARTICLE 24 – MERIT INCREASES

- A. Administrative Association Merit Review Committee
 - I. In order to sustain objectivity, no member of the Committee should be an applicant for a merit increase during the current review period. This does not exclude anyone from being a part of the Committee in the future.
 - II. Makeup of the Committee:
 - a. President or Vice President of the Association or other Association Officer who is not an applicant
 - b. Association Officer who is not an applicant
 - c. Department/Division Chairperson, alternating each year
 - d. At-Large Representative from Student Affairs

- e. At-Large Representative from Business Affairs
- f. At-Large Representative from Community and Continuing Education

III. The Association will coordinate the election of at-large representatives.

- a. Any administrator who applies for a merit increase and is approved may not reapply during the next contract year, but any applicant denied a merit increase may reapply.
- b. All applicants shall list outstanding accomplishments, contributions, added responsibilities and any other pertinent data that may be considered by the Committee. In addition, the applicant should encapsulate the reasons for feeling deserving of the merit increase.
- c. Each applicant shall submit an application to the Department Supervisor/Area Head, who will attach a recommendation.
- d. All applications shall be forwarded by the Supervisor/Area Head to the Committee by March 15.
- e. Each applicant shall receive a notice from the Committee that the application has been received.
- f. If the Committee so desires, the applicant shall be available for interview.
- g. After review by the Committee, all applicants shall be ranked according to the following criteria:
 - 1. Ratings of "exceeds requirements" in job performance as evidenced by previous two evaluations.
 - 2. Contributions towards the enhancement of the operation of their office/area/College.
 - 3. Dedication to job performance beyond their regular working hours.
 - 4. Involvement in and contributions to College activities.
 - 5. Accomplishments directly related to institutional goals and objectives.
 - 6. Willingness and ability to work with others to obtain team objectives.
 - 7. Other significant professional accomplishments.
 - 8. Timely completion of all mandated College trainings by December 31st of the year prior to the merit application deadline.

- h. In some cases, there may be co-seeds according to the vote of the Committee.
 - i. All applications shall be forwarded to the President of the College by April 15 with the Committee's recommendations.
 - j. The President of the College has the option to approve or disapprove each merit increase and shall notify the Committee of the decision.
 - k. The President of the College shall take action on the merit increase at the June Board of Trustees meeting, with increase to take effect July 1.
- B. Funding for the merit increases for unit members shall be a minimum of \$20,000 per year. However, the College reserves the right to modify or withhold funding for the merit increases to avoid and/or mitigate a fiscal exigency being declared by the Board of Trustees.

ARTICLE 25 – JURY DUTY

- A. A member of the negotiating unit who is summoned for jury duty or is required to be a witness in a matter directly arising out of employment with the College, and who must serve and who does in fact serve, shall be granted leave to fulfill such duty. Any administrator who may qualify for an exemption from jury duty because of the nature of the position or duties shall cooperate with the College in obtaining such exemption, should the College determine that the member's services to the institution are essential. Failure to cooperate may result in a forfeit of the jury duty payment provided in paragraph B below.
- B. The College shall pay the employee's normal salary provided that an official written record of time served and pay received is submitted to the College for service as juror or as a witness described in paragraph A above.
- C. In order to be eligible for pay, an employee:
- I. Must notify the appropriate Area Head and Supervisor after receipt of notice to report;
 - II. Must have reported for assigned duties on any day during the period of jury or witness duty as described above although not necessarily absent from work on account of such jury or witness duty;
 - III. Must furnish certificate of completion of jury or witness duty service as described above showing the time reported and dismissed on each day for which jury or witness duty is claimed and the amount of all fees received.

- D. The provisions of this Article shall not apply to cases of jury or witness duty on days outside the normal College week or when the administrator is on other paid or unpaid leave provided for in this Agreement or when an employee is in a no pay status
- E. In no case shall this leave be deducted from vacation days or holidays except by request of the member.

ARTICLE 26 – RESERVE TRAINING LEAVE

Unit members who are members of the active reserve and who are called to duty shall be entitled to all rights under law as pertains to salary payment and time off.

ARTICLE 27 – VACANT POSITIONS

If a vacancy shall occur in any administrative position covered by this Agreement, or should a new administrative position be developed, notice of said vacancy or opening shall be then given to the Association and all unit members in accordance with normal College policy for publicizing such vacancies or openings.

ARTICLE 28 – SALARIES

A. SALARY

Only current employees with the College shall be entitled to any of the increases in this Agreement. “Current employees” shall be defined to all members of the bargaining unit who are active, non-terminated employees on July 1, 2024.

1. Effective July 1, 2024, for contract year 2024-2025, the base salary of each eligible unit member shall be increased by 4.0%, except as follows:

Those employees in a Director position as of July 1, 2024 earning less than the salary minimum reflected in Paragraph B of this Article shall have their base salary increased to the salary minimum and shall receive a 2% increase to their base salary in year one.

2. Effective July 1, for contract year 2025-2026, the base salary of each eligible unit member shall be increased by 3.0%
3. Effective July 1, for contract year 2026-2027, the base salary of each eligible unit member shall be increased by 3.0%.
4. Effective July 1, for contract year 2027-2028, the base salary of each eligible unit member shall be increased by 2.50%.

B. SALARY MINIMUM

The minimum base salary for unit members holding a Director title shall be \$80,000.00.

- C. The College and the Association agree to continue collaborating on the creation of a salary guide. Both parties agree to commence collaborative effort upon the conclusion of the 2024-2025 fiscal year, whereupon they shall engage in good faith discussions and provide necessary data and resources with the intent to mutually agree upon the terms of a salary guide to be implemented at the start of a fiscal year during the term of this agreement.

The Parties acknowledge that the salary increases negotiated herein shall control when crafting the terms of any salary guide. Should the Parties agree to the implementation of a salary guide during the term of this agreement, the Parties agree to its implementation at the beginning of the next fiscal year from the date of the agreement, with increments not to exceed those contained herein for the applicable year.

If the salary guide cannot be mutually agreed upon prior to the start of a fiscal year, eligible unit members shall still receive the base wage increase equal to the overall increase percentages outlined for the applicable fiscal year.

The parties agree that discussions and the process related to the creation of a salary guide during the term of this agreement shall not be considered to be part of formal bargaining, shall be excluded from the grievance procedure, and may not constitute grounds for an unfair labor practice charge while this agreement remains in effect.

D. LONGEVITY

Pursuant to the schedule below, should any unit member reach the anniversary date of the specific year of their employment with the College, the member shall receive a one-time payment, which shall not be made part of base salary, on the September 1 following the anniversary date:

1. A unit member with 10 years of service shall receive a \$ 500.00 payment.
2. A unit member with 15 years of service shall receive a \$ 750.00 payment.
3. A unit member with 20 years of service shall receive a \$ 1,000.00 payment.
4. A unit member with 25 years of service shall receive a \$ 1,250.00 payment.
5. A unit member with 30 years of service shall receive a \$ 1,500.00 payment.
6. A unit member with 35 years of service shall receive a \$ 1,750.00 payment.
7. A unit member with 40 years of service shall receive a \$ 2,000.00 payment.
8. A unit member with 45 years of service shall receive a \$ 2,250.00 payment.

ARTICLE 29 – LEGAL SERVICES

The Board shall provide legal representation of its own choosing and assume financial responsibility as a result of any judgment or settlement arising out of any lawsuit brought against a member of the bargaining unit which is the direct result of the member's performance of assigned duties at the College. It is understood that the Board shall not be liable or responsible nor shall it assume any financial responsibility for any intentionally illegal act or wrongdoing by a member of the unit or when the member acts beyond the express or apparent responsibilities of the position or when the member intentionally acts in disregard for established College policies and procedures.

ARTICLE 30 – SAVINGS CLAUSE

If any provisions of this Agreement are or become invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect and the parties shall meet forthwith, upon request, to negotiate substitute terms for such invalid or unenforceable provisions.

ARTICLE 31 – EVALUATION OF ADMINISTRATIVE PERSONNEL**GENERAL EVALUATION**

In order to ensure a consistent policy for the evaluation of all members of the negotiating unit, the following evaluation procedure shall be utilized:

DETAIL:**1. PURPOSE OF EVALUATION**

- (a) The primary purpose of evaluation is to improve the quality of the learning environment at Essex County College, as well as to make an assessment of an employee's contribution to the improvement of this environment so that each member may grow and develop as an administrator of this institution.
- (b) To this end, the evaluation process at the College shall identify an employee's strengths and weaknesses as an administrator throughout the year, and on a continuing basis, and assist in correcting any weaknesses. To facilitate a continuing effort toward the improvement of instructional and/or administrative process, the evaluation shall:
 - i. Be based on the evaluation factors and criteria contained in the evaluation document (APPENDIX B).

- ii. Include a personal interview with the evaluatee by the individual's immediate supervisor. The evaluator or evaluatee may request the higher level administrator to attend the meeting. A higher level administrator may require a second personal interview where the evaluatee, the immediate supervisor and the higher level administrator attend.
 - iii. Where appropriate, include information either included in the evaluatee's personnel file or other documents of which the evaluatee has knowledge.
 - iv. Identify weaknesses in writing and where appropriate make suggestions for improvement. The Supervisor may provide a reasonable timetable for the employee to show progress in meeting the suggested improvement.
 - v. Not include any written evaluations or comments which have been submitted previously to the evaluatee.
- (c) Evaluations provide a primary basis, but not the sole basis, upon which recommendations as to retention, non-retention and promotion are made.
- (d) All evaluations shall bear a recommendation for retention or non-retention of the evaluatee. All factors since the preceding annual evaluation may be considered where deemed appropriate by the evaluator.

2. **FREQUENCY OF EVALUATION**

- (a) Each member of the administrative staff shall be evaluated at least once each year by an immediate supervisor. Subsequent evaluations and/or comments made by higher level administrators shall become part of the total evaluation packet. These subsequent evaluations and/or comments made by higher level administrators are subject to review, discussion and response on the part of the evaluatee.
- (b) Additional evaluations by the immediate supervisor in the direct chain of command may be made on the request of the administrator being evaluated or by the supervising administrator. In either case, a one-month advance notice must be given by the evaluatee or supervising administrator of the request.

3. **BASIS FOR EVALUATION**

- (a) Evaluations shall be based on the evaluative criteria contained in the Evaluation Form (APPENDIX " B").
- (b) At the request of the evaluator or evaluatee, a Self-Evaluation which addresses the twelve (12) Performance Areas listed on the Evaluation Form (APPENDIX B) and/or any additional factors deemed relevant by the evaluatee shall be submitted by five (5) working days, prior to the personal interview with the immediate supervisor.

- (c) Evaluations shall be recorded on the Administrative Association Evaluation Form (APPENDIX B).

4. **RESPONSIBILITY FOR EVALUATIONS**

- (a) Evaluations of administrators shall commence with the immediate superior who supervises the evaluatee.
- (b) Evaluations by the supervising administrator shall be forwarded through the chain of command to the Office of the President.
- (c) The Dean or Area Head shall have ultimate responsibility for all evaluations performed in this area in terms of determining whether proper procedures have been followed, and in assuring the quality and effectiveness of the supervising administrator's or higher level administrator's evaluation of subordinate administrators.
- (d) Any administrator in the chain of command who wishes to evaluate a subordinate not under the administrator's direct supervision shall complete an additional evaluation form commenting only on areas of immediate knowledge, or shall attach a narrative to the original evaluation form, again commenting on those areas of immediate knowledge, or shall do both. A copy of the form shall be sent to evaluatee's immediate supervisor.
- (e) The evaluation file shall be prepared by the appropriate Area Head or Dean for submission to the President who shall append comments deemed appropriate and recommendations before submission to the Board.
- (f) Each higher level administrator has the responsibility of reviewing each preceding evaluation and any comments made to same by the evaluatee before appending any recommendation.

5. **RESPONSE TO THE EVALUATION**

Each evaluatee shall be given an opportunity to respond to entire written evaluation contents in writing in the space provided on the Evaluation Form (APPENDIX B).

6. **EVALUATION TIME SCHEDULE**

In all instances where a date specifically stated in the evaluation time schedule below falls on a Saturday, Sunday, or holiday, the next immediate working day shall prevail. The following time schedule for evaluation shall apply:

- (a) The evaluation packet with the Area Head's recommendation(s) shall be prepared for submission to the President by January 31 of each year.

- (b) Every effort shall be made to complete the evaluation process referred to above for submission to the Office of the President by February 15 following the evaluation period as defined below.

7. EVALUATION PERIOD

- (a) The evaluation period shall begin on January 1 and end on December 31.
- (b) Newly appointed administrators' evaluation period shall begin on the date of initial appointment and end on December 31.
- (c) The fact that an administrator is tendered a renewal contract does not preclude the consideration in the succeeding evaluation of factors which occurred both prior to and since the last evaluation.

ARTICLE 32 – ACADEMIC RANK/TENURE/PROMOTION PROCEDURES

- A. It is understood that no administrative position shall carry academic rank. Rank shall reside with the individual and not with the administrative position.
- B. All members of this unit, who hold concurrent academic rank and tenure in that rank shall be returned to faculty status with said rank effective at the beginning of the first semester or session following the submission of written notice to the President, provided a suitable replacement is available. If the administration determines that a suitable replacement cannot be found, the decision to deny the return to faculty status shall not be arbitrable. The minimum time between said notice and the return to faculty status shall be ninety (90) days.
- C. Administrators who return to faculty status at the beginning of the Fall semester shall be responsible for the full faculty load. Administrators who return to faculty status at the beginning of the Spring Semester shall be responsible for one-half of full faculty load.
- D. Any member of the Administrative unit holding concurrent academic rank may apply for tenure or promotion in the concurrent academic rank i.e. from Instructor to Assistant Professor, from Assistant Professor to Associate Professor, from Associate Professor to Professor.
- E. Written applications for either tenure or promotion shall be submitted to the appropriate Dean or immediate supervisor by January 1 of each year.
- F. Where applicable, consideration will be given to such criteria as excellence as a teaching faculty member, scholarly achievements, professional status, growth and development, and contributions to the College that add to its academic excellence. Each application

shall address itself extensively to these and other relevant factors in the individual's job description through the submission of a Self-Evaluation.

- G. Each applicant will name a peer (a member of the unit with academic rank) who is not currently applying for tenure or promotion. The peer will provide a summary of the applicant's performance in the areas listed above. The summary is to be submitted to the appropriate Area Head or immediate supervisor by February 1 of each year.
- H. All applications must be reviewed by the appropriate Area Head or immediate supervisor and submitted with comments and recommendations to the President by February 15 of each year.
- I. Candidates for tenure or promotion who will not be recommended to the President will be notified in writing by February 22.
- J. In the event of a negative recommendation from the Area Head or immediate supervisor, the applicant will have the opportunity to review the recommendation and withdraw the application or appeal directly to the President for review and consideration. Upon notice of appeal to the President, the Area Head will forward the entire tenure or promotion file to the President.
- K. Each application with a positive recommendation will be processed and submitted to the President, or designee.
- L. The President's Office shall review all applications, comments and recommendations received from the Area Head and all appeals received from tenure or promotion candidates. The President will forward the application(s) to the Board by April 15 of each year. Failure of the President to give a positive recommendation, however, will bring the matter to an end and will not be subject to review or subject to the grievance and arbitration procedures of this Agreement.
- M. Candidates for tenure or promotion who will not be recommended to the Board will be notified in writing not less than seven (7) days preceding the Board meeting.
- N. All applications that have achieved the positive recommendation of the President will be reviewed by the Board and its decision shall be final and binding on all parties.
- O. In the event of promotion, there shall be an adjustment in salary only upon the member's reentry into the faculty unit and the assumption of duties as a full-time member of the faculty.
- P. Individuals may not be promoted within three (3) years of the effective day of their last promotion.

ARTICLE 33 – WORKLOAD

The normal workweek for all administrative personnel covered by this Agreement shall be a thirty-five (35) hour, five (5) day workweek.

Summer work hours shall be provided to members in accordance with College policies and procedures pursuant to the following schedule:

- Monday, Tuesday, Wednesday: 8:30 a.m. to 6:00 p.m.
- Thursday: 8:30 a.m. to 4:30 p.m.

ARTICLE 34 – DURATION

This Agreement shall become effective July 1, 2024 and shall remain in full force and effect for a period of four (4) years until 12:00 midnight, June 30, 2028. The parties agree that, during the 2028 contract year, they will meet to re-open negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this ____ day of _____ 20__.

For Essex County College:

**For Essex County College
Administrative Association:**

 Dr. Augustine A. Boakye Date
 President

 Judith Celestin Date
 President

 Shunda Williams Date
 Executive Director of
 Human Resources

 Sanghamitra Choudhury Date
 Vice-President

 Christine A. Soto Date
 General Counsel

APPENDIX A: AMINISTRATIVE ASSOCIATION TITLES

Alphabetical listing of position titles as of the ratification of the 2024-2028 contract:

Assistant Dean - Academic Foundations	Associate Director - Career Resources Center
Assistant Dean - Community Customized Programs	Associate Director - College Bound Tech Program
Assistant Dean - Continuing Education / Campus Services	Associate Director - Corporate & Business Training
Assistant Dean - Online Education and Resources *	Associate Director - Educational Opportunity Fund (EOF) *
Assistant Dean - Student Affairs	Associate Director - Facilities Management
Assistant Dean - Student Life & Activities	Associate Director - Facilities Management/Project Coordinator
Assistant Dean - Student Success	Associate Director - Family Development Program
Assistant Dean - West Essex Campus	Associate Director - Financial Aid
Associate Dean - Community & Continuing Education	Associate Director - Job Development
Associate Dean - Community & Customized Programs	Associate Director - Learning Center
Associate Dean - Community & Extension Programs	Associate Director - Police Academy
Associate Dean - Learning Resources	Associate Director - Purchasing *
Associate Dean - Liberal Arts	Associate Director - Special Programs
Associate Dean - Nursing & Allied Health	Associate Director - Student Activities
Associate Dean - Academic Affairs on Special Projects *	Associate Director - Student Transfer/Articulation
Associate Dean - Student Affairs / Special Projects *	Associate Director - Talent Search
Associate Dean - West Essex Campus	Associate Director - Training Inc.
Associate Director - Auxiliary Services	Associate Director - Upward Bound
Associate Director - Bookstore	Associate Director - Veterans Upward Bound
Associate Director - Business Services	Associate Director - WISE (Women in Support - Essex) Women's Center

Associate Director - Workforce Development Programs	Director - Architecture Program
Bursar *	Director - Athletics/Coach
Chairperson - Allied Health	Director - Athletics / Physical Education Building *
Chairperson - Bilingual Education	Director - Bookstore
Chairperson - Biology/Chemistry	Director - Business Services/Workforce Training
Chairperson - Biology/Chemistry & Physics *	Director - Career Resource Center
Chairperson - Business Division *	Director - Center for Academic Skills
Chairperson - Engineering Technology and Computer Science	Director - Child Development Center *
Chairperson - English Department	Director - Community & Customized Programs
Chairperson - Humanities & Bilingual Studies *	Director - Community & Extension Programs
Chairperson - Humanities Division	Director - Community Education & Campus Services/West Essex Campus
Chairperson - Mathematics, Engineering Technologies & Computer Sciences (METCS) *	Director - Continuing Education & Community Service/ West Essex Campus
Chairperson - Math & Physics	Director - Cooperative Education
Chairperson - Nursing	Director - Corporate & Business Training
Chairperson - Nursing & Health Sciences *	Director - Curriculum and Development
Chairperson - Social Sciences *	Director - Enrollment Services *
Director - Academic Assessment	Director - Enrollment Services Express
Director - Academic Programs/West Essex Campus	Director - Enrollment Services / Registrar *
Director - Admissions	Director - Enrollment Services Express/West Essex Campus
Director - Adult Learning Center *	Director - Educational Opportunity Fund (EOF) *
Director - Africana Institute	Director - Evening and Weekend Services
	Director - Facilities Management

Director - Financial Aid

Director - Student Life & Activities *

Director - Financial Operations

Director - Training Inc. *

Director – Financial Support Services

Director - WISE Women's Center

Director - Freshman Center

Physical Plant Engineer

Director - Gear Up Newark Partnership

Publication and Production Administrator

Director – Grants

Registrar

Director - Institutional Research *

Superintendent - Buildings & Grounds

Director - Learning Center *

* Denotes Encumbered Position Titles

Director – Library

Director - Management Services

Director - Media Production and
Technology (MPT)

Director - On-Campus Continuing
Education *

Director - Ophthalmic Dispensing

Director - Program & Curriculum
Development

Director – Purchasing *

Director - Recruitment/Marketing

Director - Special Programs & High School
Initiative

Director - Special Programs

Director - Student Development & Career
Services *

Director - Student Development Center

**ESSEX COUNTY COLLEGE
APPENDIX B: ADMINISTRATIVE EVALUATION FORM**

Name: _____ Title: _____

Division/
Department: _____ Covering: _____ to _____
(Month, Day, Year) (Month, Day, Year)

Date of Hire: _____

1. Place an X in the appropriate column.
2. If "inadequate" is marked, a narrative statement must be provided.

PERFORMANCE AREA

1. Job Knowledge	EXCEEDS REQUIREMENTS <input type="checkbox"/>	MEETS REQUIREMENTS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>	INADEQUATE <input type="checkbox"/>
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Standard: Understands duties, functions and responsibilities.

COMMENTS:

2. Quality of Work	EXCEEDS REQUIREMENTS <input type="checkbox"/>	MEETS REQUIREMENTS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>	INADEQUATE <input type="checkbox"/>
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Standard: Thorough, accurate work is produced or supervised.

COMMENTS:

3. Cooperation	EXCEEDS REQUIREMENTS <input type="checkbox"/>	MEETS REQUIREMENTS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>	INADEQUATE <input type="checkbox"/>
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Standard: Willingness to work with superiors, subordinates and peers as well as non-college personnel.

COMMENTS:

4. Reliability EXCEEDS MEETS NEEDS INADEQUATE
 REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standard: Acts and performs reasonably and in the best interests of supervised area and the college.

COMMENTS:

5. Judgement EXCEEDS MEETS NEEDS INADEQUATE
 REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standard: Makes appropriate decisions and judgements, consulting or seeking advise when appropriate or necessary.

COMMENTS:

6. Ability to EXCEEDS MEETS NEEDS INADEQUATE
Communicate REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standard: Both oral and written communication are effective and appropriate.

COMMENTS:

7. Leadership EXCEEDS MEETS NEEDS INADEQUATE
 REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standard: Accomplishes major tasks related to job functions while balancing human relations, fiscal and programmatic concerns.

COMMENTS:

8. Fiscal Management EXCEEDS MEETS NEEDS INADEQUATE
 REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standard: Ability to develop and monitor budget(s) and manage programs within budget(s).

COMMENTS:

9. Ability to Resolve EXCEEDS MEETS NEEDS INADEQUATE
Problems REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standard: Resolves problems quickly and efficiently while considering the effect of solutions on other areas and the college as a whole.

COMMENTS:

10. Adherence to EXCEEDS MEETS NEEDS INADEQUATE
College Procedures REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standard: Knowledge of and compliance with established policies, procedures and regulations.

COMMENTS:

11. Attitude EXCEEDS MEETS NEEDS INADEQUATE
 REQUIREMENTS REQUIREMENTS IMPROVEMENT

Standards: Willingness to work with others, to extend beyond minimum expectations, and to avoid counterproductive conflict.

COMMENTS:

12. Achievement of Goals/ Objectives	EXCEEDS REQUIREMENTS	MEETS REQUIREMENTS	NEEDS IMPROVEMENT	INADEQUATE
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Standard: Ability to develop realistic and appropriate goals and complete the tasks required to accomplish them.

COMMENT:

Additional comments of evaluator and recommendation:

Employee is recommended for retention Yes No

Signature of Evaluator

Date

Comments of administrator (evaluatee). Attach additional sheets, if needed:

Signature of Evaluatee

Date

Acceptance of recommendation Yes No, attach comments

Area Head

Date

(Rv. 11/03)

INDEX

academic rank	21, 30, 31	non-renewal	9
adjunct teaching	21	non-retention	28
attendance	10	overload	21
benefits	10, 14, 15, 16, 19, 21	parking	4
bereavement	18	pension	10, 14
closings	17	personal days	18
closure	17	personnel file	3, 4, 28
death	18	position	9, 10, 13, 14, 15, 16, 24, 25, 27, 30, 33
degree	12, 13, 14	position description	9
dental	11	promotion	28, 30, 31
dependent	12	reinstate	16
disability	19, 20	resign	14, 15
discharge	14, 15	resignation	16, 18
discipline	14, 15	retention	28, 39
evaluation	12, 23, 27, 28, 29, 30	retirement	16
examination	10, 11, 16, 19	salary	10, 14, 15, 17, 24, 25, 26, 31
family	18	service credit	16
fringe benefits	15	sick bank	19, 20
good faith	2	sick leave	14, 16, 18, 19, 20
graduate rate	See tuition reimbursement	summer work hours	32
grievance	1, 2, 5, 6, 7, 8, 14, 31	teach	21
holidays	7, 16, 17, 25	tenure	30, 31
illness	19, 20	termination	8, 9, 14, 15, 16, 18, 21
job description	10, 31	tuition	11, 12, 13
jury duty	24	tuition reimbursement	12, 13
leave	13, 14, 15, 16, 18, 19, 24, 25	tuition waiver	11
leave of absence	15	unpaid leave	18
life insurance	10	vacancies	25
longevity	26	vacancy	10, 25
medical	11	vacation	16, 17, 18, 20, 25
medical reimbursement	10	vacation cash-in	16
merit increase	22, 23, 24		
multi-year contracts	9		

