

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

AND

**ESSEX COUNTY COLLEGE
ADMINISTRATIVE ASSOCIATION**



SEPTEMBER 1, 2018 THROUGH JUNE 30, 2024

“Working Together for a Better ECC”

**COLLECTIVE BARGAINING AGREEMENT
SEPTEMBER 1, 2018 THROUGH JUNE 30, 2024
BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND
ESSEX COUNTY COLLEGE ADMINISTRATIVE ASSOCIATION**

COLLEGE BOARD OF TRUSTEES

MS. MARION BOLDEN, CHAIR
DR. ARNOLD C. LEWIS, VICE CHAIR
MRS. JEWELINE GRIMES, SECRETARY
MR. JOSEPH ZARRA, TREASURER
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REV. DR. LANEL D. GUYTON
MS. CARMEN T. MORALES
MS. BETH ROBINSON
MS. JOHANNA L. WRIGHT

COLLEGE PRESIDENT

DR. AUGUSTINE A. BOAKYE

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SANGHAMITRA CHOUDHURY, VICE PRESIDENT
JAMIL GRAHAM, TREASURER
JINSOO PARK, SECRETARY
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ANGELA MCKINNEY, MEMBERSHIP CHAIR
GERMAINE ALBUQUERQUE, SCHOLARSHIP CO-CHAIR
CAROLINE BERETTA, 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

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ARTICLE 1 – RECOGNITION

- A. 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, 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 employees in those job classifications or titles directly covered by other collective bargaining agreements currently in existence by and between the College and other collective bargaining agents together with work-study students, Casual Employees as defined herein or as otherwise defined as excluded pursuant to the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq., and confidential employees designated by the College.

- B. The term "Association" as used herein shall refer to the Essex County College Administrative Association.
- C. The term "Board" as used herein shall refer to the Essex County College Board of Trustees.
- D. The term "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.
- E. The term "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, a decision must be made that the employee automatically becomes Regular Full-Time Staff Employee or is terminated. Such employees are not entitled and/or eligible to the fringe benefits provided herein.”
- F. The term “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.”
- G. The term “Casual Employee” shall refer to those employees who work an average of fewer than four (4) hours per week over a period of 90 days as defined in the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq. 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. 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 to reserve this one hour. The President 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 office of the Director of Human Resources, a personnel file.
 2. Upon written notice of at least two (2) hours to the Director of Human Resources, the personnel file shall be open to the member of the negotiating unit in the Human Resources Department on a working day between the hours of 9:00 a.m. to 4:30 p.m.

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 Director of Human Resources 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 Director of Human Resources 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 and Chapter 303, New Jersey Public Laws of 1968, as amended by Chapter 123, New Jersey Public Laws of 1974.
- 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 resolve any and all disputes with the Board by the peaceful resolution of disputes as provided in Chapter 303, New Jersey Public Laws of 1968, as amended by Chapter 123, P.L. 1974.

- C. Grievance shall be defined as follows:

Contractual grievance is an alleged misinterpretation, misapplication or violation of the expressed terms of this grievance.

- D. For the purpose of the Grievance and Arbitration Procedures, the term "Grievant" shall mean an employee of the College who is a member of the bargaining unit.

- E. **INFORMAL PROCEDURE**

Prior to the filing of a formal grievance, the grievant shall informally discuss the matter with the immediate superior provided that individual is not a member of the unit. In such a case, the grievant shall discuss the matter with the next supervisor in the administrative chair who is not a member of the unit.

- F. **FORMAL GRIEVANCE PROCEDURE**

If as a result of the informal discussion with the immediate superior or designee, the matter is unresolved, the grievant may invoke the formal grievance procedure by having the Association submit a written grievance on the member's behalf. This written grievance shall be submitted no later than ten (10) working days after the grievant has followed the procedure outlined in E above, but in any event not later than thirty (30) working days after the grievant's presumed knowledge of the act or conditions upon which the grievance is based.

STEP I

The grievance shall be submitted by the grievant in writing to the appropriate Area Head or to the President in the case of those who report directly to the President. The submission shall be on a form mutually agreed upon by the Board 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 designee shall answer in writing with respect to the grievance within five (5) working days after the above mentioned meeting. The answer shall be presented to the Grievance Chairperson or, if absent, any officer of the Association who shall be obliged to date-stamp the answer upon presentation. The grievant shall indicate in writing, within five (5) working days, acceptance or rejection of the answer rendered.

STEP II

If the grievance is not satisfactorily settled in Step I, then within five (5) working days after receipt of the answer in Step I, the grievant shall file two (2) copies of the written grievance with the President of the College or a representative designated by the President and a copy shall be filed with the Administrative Association. If this process was exercised in Step I as a result of the reporting level of the grievant, Step III shall apply.

Within five (5) working days from the date of filing, the President, 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 President, or a designee, shall give the answer in writing with respect to the grievance within five (5) working days of said Agreement, with a copy to the Association. The answer shall be presented to the Grievance Chairperson or, if absent, any officer of the Association who shall be obliged to date-stamp the answer presentation.

STEP III

The grievance shall be deemed to have been satisfactorily disposed of under Step II, unless within ten (10) working days after receipt of the answer in Step II, the grievant filed two (2) copies of the written disposition under Step II with the Board. The grievant shall also state in writing to the Board the reason for the dissatisfaction with the answer given to the grievant under Step II.

Within thirty (30) 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, 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.

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 who shall be obliged to date-stamp the answer upon presentation.

STEP IV - ARBITRATION PROCEDURE

In the event that the grievant is not satisfied with the decision of the Board pursuant to Step III, of the Grievance Procedure, then within ten (10) working days such grievance may be taken to arbitration by the Association.

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 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.

- G. 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.
- H. The fees and expenses of the arbitrator and the charges of PERC shall be borne equally by the Administrative Association and the Board.
- I. 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. 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.
- J. 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.
- K. 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 President and the Administrative Association.
- L. 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.
- M. Failure of the Board and the College Administration to submit a written disposition within the prescribed time limits shall allow the grievance to proceed to the next step.

- N. 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 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 shall be excluded from the arbitration procedure only.
- O. No reprisals of any kind shall be taken against any Administrative Association member for participating in any grievance.
- P. 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.
- Q. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the grievant.
- R. It is agreed that all parties involved in the grievance proceedings shall make available, without request, all documents and materials pertinent to the processing of the grievance.
- S. A grievance may be withdrawn by the grievant or the Administrative 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 to be processed as a grievance of 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 August 31 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 April 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 February 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.

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 Human Resources Department of Essex County College. A position description shall be available to the individual administrator and to the Administrative Association upon reasonable request. Such descriptions shall also appear in the Essex County College Job Description Manual.
- B. Each position description must include designation of the specific areas of responsibilities and accountability.
- C. The College shall have the right to change the job description during the term of this contract from time to time as it in its sole discretion 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 administrator wishes to pursue the matter after this meeting, the Association may in its sole discretion, meet with the President of the College at a time mutually agreeable to all concerned for the purpose of discussing the matter. The Association may accept the President's decision in this matter or may appeal to the Personnel Committee of the Board of Trustees, whose decision in the matter shall be final and binding, and not subject to arbitration.

ARTICLE 9 – ASSOCIATION REPRESENTATION ON 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.
- B. 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 \$400.00 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 \$400.00 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 Director of Human Resources, 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 September 1 and September 30 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.

- C. 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 during this contract period shall be entitled to any Chapter 88 benefits or reimbursements for any prior payments made by the unit member.

ARTICLE 11 – DENTAL BENEFITS

Active Member –

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

ARTICLE 12 – TUITION BENEFITS

Eligibility for the College's Tuition Remission 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 and the Executive Vice President/Provost.

A. TUITION WAIVER

I. ELIGIBILITY

- a. The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse 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 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 remission shall be granted to the member for non-credit Continuing Education Unit fundable courses directly related to the employee's job.

B. TUITION REIMBURSEMENT

I. ELIGIBILITY

- a. A member accepted for enrollment in a Bachelor, Master or Doctorate 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 undergraduate rate for undergraduate course work and seventy-five percent (75%) of the tuition charged at the Rutgers graduate rate for graduate course work.

- b. Member shall be in pay status during the course for which tuition reimbursement is requested.
- c. Member's most recent performance evaluation shall reflect a "meets standards" or higher overall evaluation rating.
- d. Member shall have a minimum of one year of continuous employment to be eligible for participation.

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 academic year (September through August).
- b. Reimbursement shall be restricted to courses necessary to earn an initial Bachelor, Master or Doctoral degree, unless otherwise approved.
- c. Member shall successfully complete the course to qualify for tuition reimbursement. Successful completion shall be defined as receiving a minimum grade of "C" in undergraduate and "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. Reimbursement application shall be submitted within 60 days of course completion.

III. REIMBURSABLE COURSES

- a. The member's selected degree program shall receive prior approval from the appropriate Area Head and the Provost. The decision of the Provost is final, binding, and not subject to arbitration.
- 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 completion of a Bachelor, Master or Doctorate course, 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 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 Board of Trustees. When leave is granted for other reasons, the employee who works for another employer during said leave may be immediately disciplined and/or discharged 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.
- E. The College will offer eligible unit members with fifteen (15) years or more of continuous service an opportunity to participate in the College's Separation Program. This financial inducement offers a one-time payout incentive of 75% of current base salary. Interested employees must make their election no later than May 31, 2007. The employee will sign an irrevocable agreement separating from the College effective August 31, 2007. Program participants may not return to the College in a full-time capacity.

PAYOUT OPTIONS:

An eligible employee may elect one of three payment options. With each option, the employee will separate from the College effective August 31, 2007. The options available are as follows:

1. **No Service Provided Lump Sum Payment:** At the first payout in September 2007, the employee shall receive a lump sum payment of 75% of base salary. No medical, dental or pension benefits will be provided.
2. **Service Provided Lump Sum Payment:** At the first payout in September 2007, the employee shall receive a lump sum payment of 75% of base salary. Medical, dental and pension benefits will continue through August 31, 2008. The employee must commit to rendering services to the College from a list of suggested options, during the agreement period.
3. **Service Provided Bi-weekly Payment:** The employee shall continue to receive a bi-weekly paycheck, based on 75% of the annual base salary, for the period September 1, 2007 through August 31, 2008. Medical, dental and pension benefits will continue until the end of the Agreement. The employee must commit to rendering services to the College from a list of suggested options, during the agreement period.

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 generally be made in writing to the President at least four (4) months prior to the commencement of said leave. If said leave is denied by the President, the denial may be appealed in writing to the Board at its next regularly scheduled meeting. The decision of the Board 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:
 1. Pursuit of a degree at an institution of higher education and/or other professional development.
 2. Recuperation from ill health beyond all available sick leave provisions of this contract.
 3. Personal or professional situations necessitating such leave.
- 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.
- D. If no qualified replacement can be found to serve for a fraction of a year, the employee may be required to take a full year leave if notice is given to the member by the College prior to commencement of the leave.

- E. In leaves of six (6) months or longer, the member of the unit shall notify the Director of Human Resources in writing at least sixty (60) calendar days prior to the stated leave termination date respecting 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 physical fitness and work readiness.
- F. A 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 Board of Trustees. When leave is granted for other reasons, the employee who works for another employer during said leave may be immediately disciplined and/or discharged 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 a former or equivalent position, unless agreed to by the unit member, at a salary commensurate with the current scale.
- H. This ARTICLE shall be administered in accordance with the Family and Medical Leave Act of 1993.

ARTICLE 15 – MATERNITY LEAVE

UNPAID LEAVE

- A. Maternity leave without pay shall be granted for a period of up to one (1) year. If more than a twelve (12) month leave is needed, a request for an extension will be considered.
- B. Employees who become pregnant shall within three (3) months notify the Human Resources Department in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.
- C. Leave shall be granted upon written application at least one (1) month in advance of the anticipated date of birth.
- D. 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.
- E. 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 two (2) months prior to the stated leave termination date as to whether she plans to return or resign. Failure to do so shall result in waiver of the right to return. Prior to her return, she must produce a certificate from her physician to the effect that she is physically fit and ready to commence working.

DISABILITY LEAVE FOR PREGNANCY

- F. Those employees who become pregnant and who desire to work until the point of disability shall notify the Human Resources Department in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.
- G. 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.
- H. This disability leave shall be for a period of up to two (2) months or to the end of the disability, whichever is shorter. The leave may be extended upon written request to the Human Resources Department with proof of continued physical disability. Employees who request such extended leave shall be required to submit a doctor's certificate of continued disability for each month that the leave is extended. Accumulated sick leave may be used during any period of disability.
- I. An employee who indicates a desire to return to her employment on or before the expiration date of the disability leave shall be reinstated to her 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 her physician to the effect that she is 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 shall 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 accumulated from year to year without the prior approval of the President.

- D. Upon termination, resignation or retirement, the unit member may cash in the total number of vacation days accrued and not used during the contract year only.
- F. All vacation time must be approved by the administrator's Area Head, but approval shall not be unreasonably withheld.
- G. An administrator who has more than ten (10) earned, unused vacation days as of June 30 and was prevented from taking these days by the College itself, may cash them in with the 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
 - 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. It is understood that the Board of Trustees has the right to close the institution at any time due to fiscal emergency. 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 September 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 September 1.
- B. Personal days shall not accrue from year to year, and these days, if not used, are lost and not reimbursable upon termination of employment.

ARTICLE 19 – BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be granted paid time off for working days lost (not to exceed five (5) days) immediately following the date of death of a member of the employee's immediate family, i.e., husband, wife, daughter, son and not exceed three (3) days for father, mother, sister, brother, mother-in-law, father-in-law and grandparents for the purpose of attending the funeral. In exceptional circumstances the President may, at his sole discretion, increase the number of days to five (5). The President's discretion in this respect shall be final and binding and not subject to review.
- B. In all cases, to be eligible for such leave, the employee must give notice of absence to the appropriate Area Head and the Area Head has the right to request proof of the decedent's relationship to the employee.
- 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.
- 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 September 1 of each year shall be granted twelve (12) days of sick leave for the year September 1 through August 31. Employees hired after September 1 shall receive a pro rata portion of the twelve (12) days. Said sick leave shall be available September 1 or the date of hire, if after.
- B. Sick leave may accrue indefinitely but unused days are not reimbursable upon termination or resignation. Nor may accumulated sick leave apply to the taking or extending of a vacation. Payout for sick leave upon separation from employment shall not exceed the mandatory permissible payouts in accordance with law.

- 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/Supervisor is 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. A certificate from the employee's doctor may be required 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, at no cost to the employee, prior to return from sick leave.

ARTICLE 21 – SICK LEAVE BANK

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.

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 (2½) days 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 provided there are sufficient days in the bank.

Application for such benefits (to a maximum of twenty-five (25) days per application) shall be made to the President of the College and the President of the Association on a form developed by the parties. Subsequent application for the same illness must meet the same preconditions as the initial application.

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:

- A. Serious, continuing illness or disability to a member of the unit.
- B. All available vacation days, and all available sick leave having been exhausted.
- C. 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.

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.

If the President of the College and President of the Association cannot agree in regard to preconditions stated above, the application shall be referred to the Board for decision.

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. An administrator may not teach more than one (1) course or four and one-half (4.5) contact hours, whichever is greater, during a semester or a term.
- C. Members of the unit shall be entitled to compensation for such adjunct teaching assignment equal to the highest overload rate.

ARTICLE 23 – REPRESENTATION FEE

- A. Any member of the negotiating unit may, at any time, sign and deliver to the Director of Human Resources an authorization for deduction of dues of the Association. Such authorization shall continue in effect until it is formally revoked, in writing, to the Director of Human Resources, or 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 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 Director of Human Resources 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 College 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 College 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 – CHANGES IN ADMINISTRATIVE SALARIES

- A. Administrative Association Merit Review Committee

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.

Makeup of the Committee:

- (1) President or Vice President of the Association or other Association Officer who is not an applicant

- (2) Association Officer who is not an applicant
- (3) Department/Division Chairperson, alternating each year
- (4) At-Large Representative from Student Affairs
- (5) At-Large Representative from Business Affairs
- (6) At-Large Representative from Community and Continuing Education

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

1. 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.
2. 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.
3. Each applicant shall submit an application to the Department Supervisor/Area Head, who will attach a recommendation.
4. All applications shall be forwarded by the Supervisor/Area Head to the Committee by March 15.
5. Each applicant shall receive a notice from the Committee that the application has been received.
6. If the Committee so desires, the applicant shall be available for interview.
7. After review by the Committee, all applicants shall be ranked according to the following criteria:
 - (a) Ratings of "exceeds requirements" in job performance as evidenced by previous two evaluations.
 - (b) Contributions towards the enhancement of the operation of their office/area/College.
 - (c) Dedication to job performance beyond their regular working hours.
 - (d) Involvement in and contributions to College activities.

- (e) Accomplishments directly related to institutional goals and objectives.
- (f) Willingness and ability to work with others to obtain team objectives.
- (g) Other significant professional accomplishments.

In some cases, there may be co-seeds according to the vote of the Committee.

- 8. All applications shall be forwarded to the President of the College by April 15 with the Committee's recommendations.
 - 9. The President of the College has the option to approve or disapprove each merit increase and shall notify the Committee of the decision.
 - 10. The President of the College shall take action on the merit increase at the June Board of Trustees meeting, with increase to take effect September 1.
- B. Funding for the merit increases shall be a minimum of \$20,000 per year.

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 providing a record submitted to the College of time served and pay received is signed over 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:
 - 1. Must notify the appropriate Area Head after receipt of notice to report;
 - 2. 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;

3. 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.
 - E. In no case shall 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 as of the ratification of this Memorandum of Understanding 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 June 1, 2021.

1. Effective July 1, 2021, the base salary of each eligible unit member shall be increased by 1.5% for contract year 2018-2019, 1.5% for contract year 2019-2020, and 1.5% for contract year 2020-2021.
 - a. Any eligible unit member hired in contract year 2021 shall only receive a 1.5% increase pursuant to this Paragraph. Any eligible unit member hired in contract year 2020 shall only receive a 3% increase pursuant to this Paragraph. Any eligible unit member hired in contract year 2019 or beyond shall receive an 4.5% increase pursuant to this Paragraph.

2. Effective July 1, for contract year 2021-2022, the base salary of each eligible unit member shall be increased by 2.0%
3. Effective July 1, for contract year 2022-2023, the base salary of each eligible unit member shall be increased by 1.5%.
4. Effective July 1, for contract year 2023-2024, the base salary of each eligible unit member shall be increased by 1.5%.

B. ONE TIME AJUSTMENT

It is understood that the payments set forth are a one-time payment and are not added to the employee's base pay. "Current Employee" shall be defined as those employees working at the College on the date of the ratification of this Agreement.

1. **Contract One-Time Retroactive Payment for the years (COVID years)**
Effective on the ratification date of this Agreement, all employees who are unit members and current employees employed in the following years shall be compensated as follows.
 - a. A one-time payment of 1.5% of the base income for Fiscal Year 20 (July 1, 2019 - June 30, 2020).
 - b. A one-time payment of 1.5% of the base income for Fiscal Year 21 (July 1, 2020 - June 30, 2021).
2. **One-Time COVID Related Compensation**
Effective on the ratification date of this Agreement, all employees who are unit members and current employees employed in the following years shall be compensated as follows.
 - a. A one-time payment of 1.5% of the base income for Fiscal Year 20 (July 1, 2019 - June 30, 2020).
 - b. A one-time payment of 1.5% of the base income for Fiscal Year 21 (July 1, 2020 - June 30, 2021).

C. SALARY MINIMUM

The minimum base salary of all unit members shall be \$50,000.00.

D. LONGEVITY

Pursuant to the schedule below, should any unit member reach the anniversary date of the specific year of his or her 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 judgement or settlement arising out of any lawsuit brought against a member of the bargaining unit which is the direct result of the performance by the member 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 of 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.

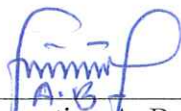
ARTICLE 34 – DURATION

This Agreement shall become effective September 1, 2018 and shall remain in full force and effect for a period of six (6) years until 12:00 midnight, June 30, 2024. The parties agree that, during the 2024 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__.

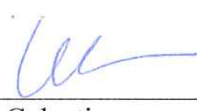
For Essex County College:

**For Essex County College
Administrative Association:**



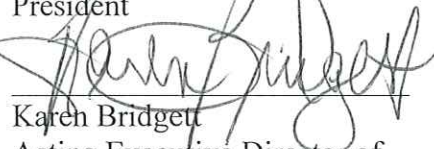
Dr. Augustine A. Boakye
President

10/17/2023
Date




Judith Celestin
President

5/18/23
Date




Karen Bridgett
Acting Executive Director of
Human Resources

10/13/23
Date



Sanghamitra Choudhury
Vice-President

5/18/23
Date



Afshan Ajmiri Giner
Chief Compliance and Equity Officer/
Special Counsel

8/22/23
Date

APPENDIX A: AMINISTRATIVE ASSOCIATION TITLES

Alphabetical listing of position titles as of the ratification of the 2018-2024 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 - 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 *	
Director – Library	* Denotes Encumbered Position Titles
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 REQUIREMENTS <input type="checkbox"/>	MEETS REQUIREMENTS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>	INADEQUATE <input type="checkbox"/>
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Standard: Ability to develop and monitor budget(s) and manage programs within budget(s).

COMMENTS:

9. Ability to Resolve Problems	EXCEEDS REQUIREMENTS <input type="checkbox"/>	MEETS REQUIREMENTS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>	INADEQUATE <input type="checkbox"/>
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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 College Procedures	EXCEEDS REQUIREMENTS <input type="checkbox"/>	MEETS REQUIREMENTS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>	INADEQUATE <input type="checkbox"/>
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Standard: Knowledge of and compliance with established policies, procedures and regulations.

COMMENTS:

11. Attitude	EXCEEDS REQUIREMENTS <input type="checkbox"/>	MEETS REQUIREMENTS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>	INADEQUATE <input type="checkbox"/>
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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)

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