



**AGREEMENT BETWEEN
ESSEX COUNTY COLLEGE
BOARD OF TRUSTEES
AND
ESSEX COUNTY COLLEGE
PROFESSIONAL ASSOCIATION
COVERING THE PERIODS OF**

JULY 1, 2018 THROUGH JUNE 30, 2024

MAIN CAMPUS
303 UNIVERSITY AVENUE
NEWARK, NJ 07102

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

www.essex.edu

COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2018 THROUGH JUNE 30, 2024
BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND
ESSEX COUNTY COLLEGE PROFESSIONAL ASSOCIATION

COLLEGE BOARD OF TRUSTEES

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

COLLEGE PRESIDENT

DR. AUGUSTINE A. BOAKYE

ASSOCIATION EXECUTIVE BOARD

PHYLLIS ROMAINE WALKER, PRESIDENT
HABIBA JAMALI, VICE PRESIDENT
RENAE BROWN, TREASURER
JENNIFER BAKER, SECRETARY

ASSOCIATION PAST PRESIDENTS

Ronald Ross 1997 – 1998	Thure “Ted” Tengwall 1984 – 1987
Ellen Uqdah 1995 – 1996	Carl Weininger 1981 – 1984
Frances Fields 1993 – 1994	<i>Not Available</i> 1978 – 1981
Dawud Ismael 1987 – 1992	Elias McDuffie 1974 – 1977

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PREAMBLE

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

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

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

WHEREAS, the Association recognizes that the successful operation of the College depends in part on the regularity and promptness of employees' attendance and the Association shall assist the College in achieving this objective, and

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

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

ARTICLE 1: RECOGNITION - THE COLLECTIVE BARGAINING UNIT**(A) INCLUDED:**

The Board of Trustees of Essex County College hereby recognizes the Essex County College Professional Association as the exclusive bargaining representative as designated in Chapter 303, New Jersey Public Law of 1968 as amended by Chapter 123, Public Law 1974, for all Regular Full-Time Employees and Part-Time Employees as defined in Article 2 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 job titles listed in Appendix B.

(B) EXCLUDED:

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 in Article 2 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.

Also excluded shall be the following current confidential job titles:

- Benefits Specialist
- Business Affairs Assistant
- Compliance Associate
- Compliance Associate Senior
- Database Administrator
- Disability Services Coordinator
- Executive Assistant
- Financial Operations Officer
- Human Resources Benefits Manager
- Human Resources Generalist
- Human Resources Manager
- Human Resources Services Coordinator
- Investigator
- Junior Public Information Writer
- Legal Assistant
- Liaison to the President / Board of Trustees
- Office Manager
- Office Specialist
- Operations Specialist
- Payroll Manager
- Payroll Officer Junior
- Payroll Officer
- Programmer- Financial & Student Systems
- Public Relations News Writer
- Senior Newswriter
- Senior Public Information Writer
- Senior Writer
- Supervisor – Dispatcher
- System Administrator
- Word Processing II Manager

- (C) Unit members whose salaries or any part thereof are derived from federal, state, private or other grants shall be termed "grant funded". Their terms and conditions of employment shall be the same as those of other bargaining unit members, except as set forth in this Agreement.

(D) SUBSEQUENT CLASSIFICATIONS:

1. The College shall reserve the right to include or exclude any job title, classification or category from the bargaining unit as defined by the Agreement. However, the College shall notify the Association concerning any inclusion accompanied by the job description of the affected title(s) consistent with Appendix "B", simultaneous with the posting of the position and any exclusion. The Association shall reserve the right to meet on request with the Director of Human Resources and should the Association fail to agree to the inclusion or exclusion, the Association may submit the matter to the Public Employment Relations Commission (PERC) for clarification in accordance with PERC rules and regulations.
2. Pending a resolution of the dispute, the College shall be free to determine the rate of pay, hours of work and other terms and conditions of employment with respect to the disputed classification. Notification of said action shall be provided to the Association in writing.

In any classification dispute resolved by the Public Employment Relations Commission, PERC shall also decide which terms and conditions of employment, if any, shall be made retroactive to an employee's date of hire.

ARTICLE 2: DEFINITIONS

- (A) The term "Board" as used in this Agreement shall refer to the Board of Trustees of Essex County College.
- (B) The term "College" as used in this Agreement shall refer to Essex County College.
- (C) The term "Association" as used in this Agreement shall refer to the Professional Association of Essex County College.
- (D) The terms "negotiating unit" or "appropriate bargaining unit" shall refer to that as defined in Article I of this Agreement.
- (E) The terms "Employee" or "Member" as used hereinafter in this Agreement refer only to such persons who are at the time in question within the titles, classifications or categories listed in Appendix "B" or Appendix "C".
- (F) The term "Regular Full-Time Employee" shall refer to those nonprobationary 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.
- (G) The term " Part-Time 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.

- (H) 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.
- (I) The term "Dependent Child" shall be defined as per the current Internal Revenue Code of the United States.
- (J) Agreement – The term agreement shall refer to the entire contract between Essex County College Board of Trustees and Essex County College Professional Association, currently in effect.
- (K) PERC – The term “PERC” as used in the agreement shall refer to the Public Employee Relations Commission.
- (L) 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 3: NEGOTIATION OF SUCCESSOR AGREEMENT

- (A) The Association and the Board agree to conduct negotiations in a professional and informal manner in accordance with Chapter 303, Public Law of New Jersey 1968 as amended by Chapter 123, Public Law 1974. These negotiations bear upon matters concerning terms and conditions of employment for all members of the bargaining unit.
- (B) Each party shall make a good faith effort by November 15 of the year preceding the date that this Agreement expires, to inform the other party of its intention to initiate negotiations over a successor agreement.
- (C) Such negotiations shall begin no later than December 15 of the year preceding the date this Agreement expires. Each party shall be entitled, during negotiations, to make proposals and counter-proposals.
- (D) Any agreement so negotiated shall be reduced to writing and signed by both parties. It shall be presented to the Board for adoption and to the Association for ratification.

ARTICLE 4: SCOPE OF AGREEMENT

- (A) The Board and the Association acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiations. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right, are set forth in this Agreement.
- (B) The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified in whole or in part, except by an instrument in writing duly executed by both parties. The College shall make no changes in terms and conditions of employment without prior discussion and, where appropriate, negotiation with the Association.
- (C) This Agreement shall supersede any rules, regulations or practices of the Board with respect to terms and conditions of employment which are contrary to or inconsistent with its terms.

ARTICLE 5: EFFECT OF CONTRACT

This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rate of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties. The College shall not be bound by anything not expressed in writing herein. No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.

ARTICLE 6: BOARD OF 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 and all local, state and federal laws.
- (B) The Board retains all rights of management and control of the College and any of the rights, powers, and/or authority the Board previously enjoyed or exercised are retained by the Board. The Board agrees that it shall make no changes in terms and conditions of employment without consultation and/or negotiations, where appropriate, with the Association.

- (C) The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the term of this Agreement and Public Law 303, New Jersey Public Law of 1968 as amended by Chapter 123, Public Law 1974.
- (D) Where any provision of this Agreement is in conflict with the laws of the State of New Jersey, such law shall prevail.

ARTICLE 7: PUBLIC MEETINGS OF THE BOARD OF TRUSTEES

A representative of the Association who is a member of the unit shall be afforded time off with pay, to attend all public sessions of the Board. The Association representative shall be provided with a copy of the public Board packet for each meeting, consisting of the agenda, action sheets, and minutes of the prior meeting. The public Board packet shall be provided to the Association representative at the same time it is made available to the members of the President's cabinet.

ARTICLE 8: OTHER BENEFITS AND RIGHTS

- (A) Except where applicable provisions of law render the following clause illegal or invalid, there shall be no increase or decrease in a Professional employee's salary as fixed pursuant to this Agreement without the express written approval of the Board and the Association.
- (B) Members of the Association, as certified to the Director of Human Resources by the President of the Association, who are employed at the College, shall be permitted one (1) hour per month, between the hours of 9:00 a.m. and 4:00 p.m., to transact official Association business if there is no interruption of normal College operations.

The duly elected officers and Executive Board Members of the Association shall be permitted two (2) hours per month, between the hours of 9:00 a.m. and 4:00 p.m., to transact Official Association Business if there is no interruption of normal College operations. "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.

The duly elected officers and Executive Board Members of the Association shall be permitted two (2) hours per month, between the hours of 9:00 a.m. and 4:00 p.m., to transact Official Association Business if there is no interruption of normal College operations. "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.

Subject to the approval of the President, or designee, duly elected delegates for the Association shall be allowed leaves of absence, without loss of pay, to attend local and national NJEA/NEA conferences/training programs.

- (C) The College agrees that it shall provide each member and each new member with a copy of this Agreement. The Association shall receive a minimum of 10 copies of this agreement.
- (D) An employee shall be given reasonable opportunity to review the contents of their personnel file during working hours upon at least one day's notice to the Human Resources Department. A form shall be signed by the employee indicating that the employee has reviewed the file.
 - 1. The following material contained in the personnel file shall not be made available to the individual:
 - (a) Character and job references from outside sources which deal with matters prior to employment with the College.
 - (b) Placement records which contain references from outside sources.
 - (c) Transcripts restricted by the sending institution.
 - 2. Employees may make one (1) copy of each item contained in their files that is not of a confidential nature as detailed in Article 8, Section (D) above. An employee may prepare a written response to any such item in the file and such response shall become part of the file.
- (E) Parking, at no cost to the employee, shall be provided on a first come, first served basis in an employee parking lot designated by the College. The employees shall be required to comply with all parking regulations established by the College.
 - 1. Employees who use their personal automobiles on a regular basis to facilitate the function of their positions have the right to load and unload materials from their vehicles in the "A" parking lot, provided that they do not interfere with the normal activities in lot "A".
 - 2. Employees required to travel, using their personal automobile, shall be reimbursed at the state rate.
- (F) All members of the unit have the right to apply for attendance at job-related professional organization annual conferences, workshops, seminars, or other training conferences, subject to prior approval by the College. To the extent deemed job-related and budgetarily possible, in the opinion of the appropriate Dean or managerial executive, or their respective designee(s), the College shall pay all or part of conference expenses, including, but not limited to, transportation and lodging. Where the College requires such attendance, the

College shall pay all expenses. Where the employee requests to attend, and the College offers to pay any part of the expense, the employee may decline to attend.

- (G) Whenever any employee in the bargaining unit is scheduled to participate during working hours in a mutually agreed upon Grievance Proceeding, negotiation session and/or labor related matter, or meetings of College committees (College Council, etc.), or meetings scheduled by the President of the College or the Board, the employee shall suffer no loss of pay.
- (H) The College shall provide the Association with a file cabinet at no charge to the Association, and an internal telephone with access to New Jersey area codes. The Association shall be responsible for payment of all telephone charges. In addition, the College shall designate a room as an office for the Association, at no charge.
- (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.
- (J) Unit members who are required to work beyond their normal work day (7 hours) and normal work week (35 hours) by their immediate supervisor and/or Area Head or their respective designee shall receive compensatory time off at straight time basis. Compensatory time taken shall be approved in advance by the immediate supervisor and Area Head or their respective designee.
- (K) Employees may use the Physical Education athletic facilities, including weight room at no cost, when available, subject to applicable regulations governing such use.
- (L) Vacancies, new positions and promotional opportunities shall be posted on appropriate bulletin boards, and copies of such postings shall be sent to the Association President. Such postings shall include, but not be limited to, the position title, effective date, grade, minimum qualification salary and any deadline for submission of applications. Employees, if qualified, shall have the right to apply and to be interviewed for such positions and the College shall communicate its decision, in writing, to each employee who applies.
- (M) 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 Union 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.

ARTICLE 9: GRIEVANCE PROCEDURES

- (A) This Grievance Procedure shall be in full effect for the period covered by this Agreement and until a successor Agreement is negotiated and ratified by the parties.
- (B) The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the Employer by the peaceful resolution of disputes as provided in Public Law 303, as amended by Chapter 123, Public Law 1974.
- (C) Definitions

1. For the purpose of this Grievance Procedure, the term "grievance" shall mean any dispute concerning the interpretation, application or alleged violation of any specific written provision of this Agreement or any policy, agreement or decision affecting terms and conditions of employment covered by this Agreement.
2. For the purposes of this Grievance Procedure, the term "grievant" shall mean an employee of the College who is a member of the bargaining unit, or a group of employees of the College who are members of the bargaining unit, or the Association itself.

(D) Informal Procedure - Level One

Prior to the filing of a formal grievance, the grievant shall informally discuss the matter with the immediate supervisor, or designee, with the objective of resolving the matter informally.

(E) Formal Procedure - Level Two

If as a result of the informal discussion with the immediate supervisor, or designee, the matter is unresolved, the grievant may invoke the formal Grievance Procedure by having the Association submit a written grievance on the members' behalf. This written grievance shall be submitted no later than ten (10) working days subsequent to the Informal Procedure outlined in (D) above, but in no event 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 filed in writing with the Executive Vice-President/Provost or designee, or in the case of those whose supervisors report to the President, directly with the President. The forms utilized to report and file the grievance shall be mutually agreed upon by the Administration and the Association. Within five (5) working days of the receipt of a written grievance, the grievant, a representative of the Association, the Executive Vice-President/Provost or designee, or the President or designee, the involved supervisor/administrator and the Director of Human Resources, shall meet for the purpose

of resolving the grievance. Within ten (10) working days after the above-mentioned meeting the Executive Vice-President/Provost or designee, or the President or designee, shall answer in writing to the Grievance Chairperson, or the designated officer of the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

Step II:

If the grievant is not satisfied with the disposition of their grievance at Level Two, Step I, then, within five (5) working days after receipt of the answer by the Association, the grievant shall file two (2) copies of the grievance with the President or designee and one (1) copy with the Association. If this process was exercised in Step I as a result of the reporting level of the grievant, Step III shall apply. Within five (5) working days from the filing of the grievance with the President or designee, the grievant, a representative of the Association, the President or designee, the involved supervisor/administrator and Director of Human Resources or designee, shall meet for the purpose of resolving the grievance. Within ten (10) working days following that meeting, the President or designee, shall provide an answer, in writing, to the Grievance Chairperson or the designated officer of the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

Step III:

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

Step IV:

If the grievant is not satisfied with the disposition of the grievance at Level Two, Step III, then within ten (10) working days after receipt of the answer by the Association, the grievant may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing a request with PERC within fifteen (15) days after receipt of the

request from the grievant. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

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

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

- (F) Saturdays, Sundays, holidays, and any days on which the College shall not be open, shall be excluded from the computation of "working days" as the term is used in this Grievance Procedure.
- (G) It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.
- (H) The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the procedure may be extended by written agreement between the parties or designees.
- (I) Failure by the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (J) Failure of the College to submit a written disposition within the prescribed time limits shall allow the grievance to proceed to the next step.
- (K) All exclusions from the Grievance Procedure as provided herein shall remain in effect for the duration of this Agreement.
- (L) It is expressly understood and agreed that in addition to the exclusions from the provisions of the Grievance Procedure which are contained elsewhere in the Agreement, the College shall have the right to object to any matter going to the Grievance Procedure and submit the issue to PERC.
- (M) No reprisals of any kind shall be taken by the College or the Association or by members of the Administration against any participant in the Grievance Procedure by reason of such participation.
- (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 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 file of the grievant.
- (P) It is agreed that all parties involved in any Grievance Procedure shall make available, without request, all documents and materials pertinent to the processing of the grievance.
- (Q) If any member covered by this Agreement has a complaint to discuss with the supervisor, the member is free to do so without recourse to the Grievance Procedure.
- (R) A grievance may be withdrawn by the grievant or the Association at any level. However, if in the judgment of the Association the grievance affects the welfare of the members, the grievance may be pursued as a grievance of the Association.
- (S) All meetings and hearings held pursuant to this Grievance Procedure shall not be conducted in public and shall include only such parties in interest as are herein above-referenced. All parties to this Agreement do hereby covenant and agree that any Grievance Procedure shall be kept as confidential and as informal as is appropriate.

ARTICLE 10: PROBATIONARY PERIOD

- (A) All newly hired Professional employees covered by this Agreement shall be deemed probationary employees and shall be subject to a probationary period of ninety (90) calendar days. Days lost from work because of sickness during the probationary period shall not be considered in computing the said ninety (90) day period.
 - 1. A newly hired probationary employee shall be covered by the terms and conditions of this Agreement for the entire probationary period, except as set forth in this Agreement. Upon expiration of the probationary period, the length of service shall be computed from the date of last hire.
 - 2. The College may, at any time during or at the end of the probationary period, discharge without cause any such newly hired probationary employee.
 - 3. Every effort shall be made to evaluate all probationary employees prior to the completion of forty-five (45) days of employment. In all cases, an evaluation shall be made prior to the completion of ninety (90) days.
 - 4. If any evaluation is less than satisfactory at the expiration of the probationary period, the parties may mutually agree to extend the probationary period for an additional thirty (30) days.
 - 5. Members who are subject to a Reduction in Force (RIF), and returned to their former positions shall not be deemed probationary employees.

6. Probationary employees shall receive holiday pay and college closing pay (as set forth in Article 17) during the ninety (90) day probationary period.
- (B) A member shall be subject to a sixty (60) day probationary period in any new position that has a substantial change in job description. This section shall not apply to fringe benefits, which shall be continued during the probationary period as a result of an employee's prior employment by the College in this or another unit.
1. At the end of the sixty (60) day probationary period, the employee who has moved to the new position in the unit shall be evaluated. If the evaluation is not satisfactory, the individual shall be reinstated into the previous position if at all possible, or one of equal or similar rank.
 2. If the evaluation is less than satisfactory, the parties may mutually agree to extend the probationary period another additional thirty (30) days.
- (C) The evaluation, during the probationary period, shall be based upon the same criteria as set forth in the approved Professional Evaluation Form.

ARTICLE 11: AFFIRMATIVE ACTION / EQUAL OPPORTUNITY

The College agrees to adhere to all federal and state statutes and regulations concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the College and the Association in a manner which is not discriminatory. Any alleged employment discrimination on the basis of race, color, national origin, age, marital status, affectional or sexual orientation, disability, gender, religion, liability for military services, or any other category protected by applicable law, against any persons covered by this Agreement, shall be subject to the Grievance Procedure set forth herein. Said grievance shall be the initial remedy available to any persons covered by this Agreement for any such allegations of employment discrimination.

ARTICLE 12: JOB DESCRIPTIONS

- (A) The College shall promulgate a written description of each position covered by this Agreement. A copy of the job description shall be given to the employee and to the Association. The job description shall remain on file in the Human Resources Department and shall be published in the appropriate Essex County College Manual. The employee shall be given a job description prior to assuming the duties and responsibilities of that position.

The Association shall have the right to review said job description and make nonbinding recommendations thereon to the Director of Human Resources or designee.

- (B) Each position description must include designation of the specific areas of responsibility and accountability by the unit member concerned.
- (C) The College shall have the right to change job descriptions during the term of this Agreement at its sole discretion. However, the unit members involved and the Association shall be notified thirty (30) calendar days in advance of the implementation of any change in a written description.
1. Prior to the implementation of any significant change(s) in a job description, the unit member involved, along with a representative of the Association, shall have an opportunity to discuss the change(s) with and present recommendations to the Area Head, or designee, provided a request is given to the Area Head, or designee, within fifteen (15) calendar days of the date of notice. If such a request is made, the Area Head or designee shall meet with the unit member, and the Association representative, within five (5) calendar days.

If a unit member wishes to pursue the matter after this point, the Association, in its sole discretion, may meet with the Director of Human Resources or designee. Such meeting shall be held within ten (10) calendar days of the meeting with the Area Head or designee.

The Association shall have the right to make recommendations on the proposed changes at any time during this process, up to and including the time of consideration by the President or designee. Thereafter, any decision by the President or designee, shall be final and binding, and not subject to arbitration.

2. Any unit member who, as a result of a job description change, may become unqualified for a position the member holds, 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 13: EVALUATION OF PROFESSIONAL PERSONNEL

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

(A) **GENERAL EVALUATION:**

1. 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 so that the member may grow and develop as a Professional at this institution.

2. To this end, the evaluation process at the College shall identify an employee's strengths and weaknesses as a Professional throughout the year, and on a continuing basis, and assist the member in correcting any weaknesses. To facilitate this continuing effort toward the improvement of the instructional and/or administrative process, the evaluation shall:
 - (a) Be based on the evaluation factors and criteria contained in the evaluation document and the evaluatee's job description.
 - (b) Include a personal interview with the evaluatee by the individual's immediate supervisor or designee.
 - (c) Where appropriate, incorporate information either included in the evaluatee's personnel file or other documents of which the evaluatee has knowledge.
 - (d) Identify strengths and 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.
3. Evaluations provide a primary basis, but not the sole basis, upon which recommendations as to retention and non-retention are made.
4. All evaluations shall include 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.

(B) FREQUENCY OF EVALUATION:

Each member of the Association shall be evaluated at least once each year by the immediate supervisor or designee. Additional evaluations by the supervisor, or designee, in the direct chain of command may be made at the request of the Professional being evaluated or by the supervising administrator. Evaluations and/or comments made by higher level administrators shall be 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; such response shall become part of the total evaluation packet.

(C) BASIS FOR EVALUATION:

1. Evaluations shall be based on the evaluative criteria contained in the Evaluation Form and the evaluatee's job description.
2. At the request of the evaluator or evaluatee, a self-evaluation which addresses the twelve (12) Performance Areas listed on the evaluation form, and/or any additional

factors deemed relevant by the evaluatee, shall be submitted within ten (10) working days of the request and shall be attached to the evaluation form.

3. A copy of the evaluation form shall be given to the evaluatee at a conference. Changes in the evaluation may be made as a result of that conference.

(D) RESPONSIBILITY FOR EVALUATIONS:

1. Evaluations of Professionals shall commence with the immediate supervisor, or designee.
2. The evaluation packet shall be forwarded by the immediate supervisor, or designee, through the chain of command to the Area Head or designee.
3. The Area Head, or designee, shall have the ultimate responsibility for all evaluations performed in the area in terms of determining whether proper procedures have been followed, and in assuring the quality and effectiveness of the immediate supervisor's or higher level administrator's evaluation of the member. The evaluation file shall be prepared by the Area Head, or designee, for submission through the Director of Human Resources to the President.
4. The President or designee may append comments when deemed appropriate and make recommendations before submission to the Board.

(E) RESPONSE TO THE EVALUATION:

Each evaluatee shall be given ten (10) working days to respond to the entire written contents, exclusive of (D) 4, of the final evaluation in writing in the space provided on the evaluation form, and the evaluatee may append such other supporting material as the evaluatee deems appropriate. Such material shall become part of the evaluation packet.

(F) EVALUATION TIME SCHEDULE:

The following time schedule for evaluations shall apply:

1. Every effort shall be made to complete the evaluation process referred to above for submission to the Office of the President by February 20 following the evaluation period as defined below.
2. The evaluation packet with the President's or designee's recommendation(s) shall be prepared for submission to the Board at its March meeting.

(G) EVALUATION PERIOD:

1. In the case of Professionals continuously employed, the evaluation period shall begin on January 1 and end December 31 of the same year.

2. Factors which occurred prior to the beginning of the evaluation period are not necessarily precluded from consideration if such factors are clearly relevant to the information of a recommendation.

ARTICLE 14: GRANT FUNDED EMPLOYEES

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

- (A) Grant funded employees shall be entitled to unit benefits and salary only to the extent provided for in the grant. However, benefits and salary shall not exceed that afforded other unit members.
- (B) In the event that a grant is not refunded, or if funding is terminated before the normal grant termination date, a grant funded employee shall be subject to termination without regard to notice requirements elsewhere in this Agreement. However, the College shall endeavor to give such notice of termination as soon as possible after notification from the funding agency. The Director of Human Resources, or designee, shall promptly notify all affected employees.
- (C) Grant funded employees shall be expected to take vacation days during the year such days are earned, and shall be subject to carry over any loss of vacation days under the same conditions as other unit members. However, if a grant employee is terminated, resigns, or if the grant ends, the member shall be paid within thirty (30) days for all accumulated vacation days at the rate earned. Grant funded employees shall be allowed to carry over vacation days to College funded employment.
 1. Grant funded employees who have been prohibited from taking vacation time shall be reimbursed at year's end for all those days which were prohibited; the value of the days for reimbursement shall correspond to the value of the day when earned. To establish the above prohibition, the employee must notify the Area Head, or designee, in writing, that a vacation request had been denied by the employee's supervisor.
 2. Persons who enter grant employment from a College line position shall be eligible to carry with them any unused vacation days in the current year and any days previously accumulated contractually; or they may avail themselves of any contractual provisions pertaining to unused vacation days of the unit they are leaving.
- (D) If the College applies for grants or renewals, it shall apply for sufficient grant funds to cover all positions and known or anticipated salary and fringe benefit costs for unit grant funded employees. A grant funded employee shall not be entitled to salary or fringe benefits if the expenditure of College funds would be required to provide it, unless required

by the grant. If either the terms of the application, or the terms of the grant in any way prohibit specific salary or fringe benefits, or if insufficient funds are provided, those benefits shall not be available to grant funded employees. However, in such a case, the employee and the Association shall be advised of the situation when it is known by the College and consulted thereon and every effort shall be made to arrive at a mutually agreeable solution, at the lowest level possible. Such consultation shall initially involve the employee, one representative from the Association, the Supervisor, the Area Head, the Director of Business Affairs, or their respective designees, and may also involve such College staff as the Director of Human Resources, one or more Deans, the Director of Accounting/Grant Funded Employees or their respective designees. If the problem is not resolved, appeal may be made to the Vice President and the President or their respective designees. Any agreements reached under this provision shall be reduced to writing and copies given to all of the parties.

- (E) Grant funded employees shall be informed of such status prior to placement in any position. Such information shall be contained in all job announcements.
- (F) Any employee who is employed under N.J.S.A. 18:60-14, and N.J.A.C 9:4-7.3, shall be afforded all rights under that law concerning termination and non-renewal.

ARTICLE 15: INDIVIDUAL EMPLOYMENT CONTRACTS

- (A) Newly hired employees shall receive a personnel action form, EC207, or equivalent document, as their individual contracts.
- (B) Unit members whose employment as members of the Association does not qualify them for multi-year contracts, shall receive one (1) year contracts that expire on June 30th of each calendar year.
- (C) For non-renewal of one-year contracts for those individuals who are not eligible under N.J.S.A. 18:60-14, N.J.A.C. 9:4-7.3, notice shall be given on or before March 1 of each calendar year.
- (D) For the purpose of termination of one (1) year contracts, a ninety (90) day notice shall be given to all members of the unit. However, the College shall have no obligation to give such notice when terminating for the reasons of unlawful or serious misconduct.
- (E) For the purpose of non-renewal of a one (1) year contract, a member's notice shall be given on or before March 1 of each year.
- (F) Any issues concerning eligibility for, and termination or non-renewal of, multi-year contracts shall be governed in accordance with N.J.S.A. 18:60-14 and the College's implementing guidelines.

- (G) An affected employee who is terminated and/or nonrenewed may request a review of the Director of Human Resources' decision by the President of the College or designee.
- (H) Decisions made by the College under this Article shall be subject to the Grievance Procedure only as to the procedural steps contained herein.
- (I) An employee shall not be subject to any reprisals as a result of the exercise of their rights under this Article.

ARTICLE 16: DISCIPLINE

- (A) The College has the sole and exclusive right to suspend, discharge or otherwise discipline its employees for just cause.
- (B) Disciplinary Guidelines:

Discipline under this Article shall be in accordance with the principles and steps established below.

1. Oral Warning: For the first offense, the supervisor, designee, shall advise the employee of improper conduct.
2. Formal Written Warning: For the second offense, the supervisor, or designee, shall warn the employee in writing of improper conduct. A copy of the warning is placed in the employee's personnel file.
3. Written Reprimand: Copy submitted to Area Head and to Director of Human Resources.
4. Closure Conference: Employee may request conference with the immediate supervisor, Area Head and Director of Human Resources, or designee, to resolve the matter. Decision of Director of Human Resources, or designees, is final.
5. Suspension: A request for suspension must be submitted to the Director of Human Resources. An employee may request a conference with the immediate supervisor, Area Head and Director of Human Resources or their respective designees. The decision of Director of Human Resources, or designee, is final. Suspension shall not exceed ten (10) working days.

The employee whose alleged conduct is associated with substance abuse may be required to successfully complete a rehabilitation program as a condition of continued employment.

6. Discharge: An employee who is suspended or terminated may request a review of the Director of Human Resources' decision by the President of the College or

designee. The Director of Human Resources and the immediate supervisor and Area Head, or their respective designees, shall attend the conference. If the decision is to uphold the action, the employee may request an opportunity to appeal before the Personnel Committee of the Board. The decision of the Committee shall be final.

- (a) An employee shall be entitled to have a representative of the Association present at all disciplinary conferences.
- (b) Employees are expected to cooperate in all disciplinary investigations and/or conferences. However, they may not be compelled to do so.
- (c) Employees shall be provided with copies of all pertinent documents used in connection with disciplinary actions, at their request.
- (d) Employees may not be requested to sign any incriminating statement unless the employee is offered the right to have an Association representative present.
- (e) No recording device shall be used during a disciplinary conference unless the employee:
 - (i) is advised in advance that a transcript is being made; and
 - (ii) is offered the right to have an Association representative present.
- (f) An employee shall not be subject to any reprisals as the result of the exercise of their rights under this Article.
- (g) If it is found that a disciplinary action pursuant to the procedure outlined above is not justified, all documents which pertain to such action shall be removed from the personnel file. Should it be directed that a lesser disciplinary action be taken, all documents shall remain in the personnel file. Should certain aspects be found to be without merit, they shall be excised from the documents and/or file.

ARTICLE 17(i): HOLIDAYS

- (A) The College shall grant members of the bargaining unit the following holidays off with full pay:
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Presidents' Day
 - Good Friday

- Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Thanksgiving Friday
 - Christmas Eve
 - Christmas Day
 - Work days between Christmas and New Year's Day
 - Any other holidays officially declared by the College
- (B) The above holiday schedule shall be subject to change as directed by the academic schedule of the College. At the direction of the immediate supervisor or designee, with the approval of the Area Head or designee, members of the unit may be required to perform duties on a day declared a holiday. If this occurs, compensatory time off with pay for the hours worked shall be granted, at the rate of one and one-half times.
- (C) Any employee who is scheduled to work on any holiday and does not work said day, shall receive no pay for such holiday, nor time-off with pay, unless the employee's absence is excused by the immediate supervisor and Area Head or their respective designees.
- (D) To qualify for holiday pay, an employee must have worked full scheduled work day immediately before and immediately after the holiday, unless the absence is excused by the immediate supervisor and Area Head or designee.
- (E) An employee shall receive holiday pay if the member is actively employed at the time of the holiday and is not on unpaid sick leave, leave of absence, maternity leave, layoff and otherwise fulfills the eligibility requirements of this Article.
- (F) In the event a specific holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- (G) If the holiday occurs during a period when the employee is on authorized vacation, the member shall receive an additional day vacation, as scheduled by the immediate supervisor or designee.
- (H) Holiday pay shall be computed at the employee's regular daily base rate of pay in effect at the time of the holiday.

ARTICLE 17(ii): SUMMER WORK SCHEDULE

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 18: COLLEGE CLOSINGS

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 will be without pay. During closures for any other reasons, including holidays or recesses, members will be paid without deduction from vacation time.

ARTICLE 19: VACATIONS

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

Period of Continuous Employment

1 month through 4 full years	1 3/4 working days vacation per month of service
First day of 5th year through 9 full years	2 working days vacation per month of service
First day of 10th year through 14 full years	2 1/4 working days vacation per month of service
First day of 15th year and thereafter	2 1/2 working days vacation per month of service

- (B) After the completion of the newly hired employees' probationary period, those who become regular employees shall only then receive vacation credit as set forth above for this probationary period.
- (C) Vacation pay shall be computed on the basis of the employee's regular base rate of pay at the time of the vacation.
- (D) There shall be no accrual of vacation time from year to year. Vacation time not taken in the contract year in which it is earned shall be lost.
1. All unit members who have been prohibited from taking vacation time shall be reimbursed at year's end for all those days which were prohibited; the value of the

days for reimbursement shall correspond to the value of the day when earned. To establish the above prohibition, the employee must notify the Area Head, or designee, in writing, within three (3) working days from the date of a denial, that a vacation request had been denied by the employee's supervisor, or designee. The denial may be appealed, in writing, to the President, or designee, within three (3) working days.

2. An employee's annual vacation shall be available, in full, at the beginning of each contract year, or on a pro rata basis at the beginning of the individual's employment, except as limited by Article 10. However, those separating from service prior to the completion of the contract year shall only be entitled to a pro rata share of the annual vacation. The value of days used beyond that, if any, shall be deducted from the employee's final pay or reimbursed to the College by the individual if the final pay is insufficient.
- (E) The immediate supervisor, or designee, shall have the right to schedule vacations throughout the entire year in accordance with the best interests of the operation of the department and the needs of the College. No more than ten (10) days vacation may be taken by an employee at any one time without the specific approval in writing of the immediate supervisor and the Area Head or their respective designees. Such approval shall not be unreasonably withheld if the operation of the department shall not be impaired.
- (F) Eligible employees must submit a written request for preferred time off at least three (3) weeks in advance. However, if an employee is requesting time off for the period July 1 - September 30, the employee should submit the request by the preceding April 1. The schedule may be made at any time by mutual agreement between an employee and their supervisor, or designee, subject to Section (E) of this Article.
- Approval or disapproval of vacation requests should be given to the employee by the immediate supervisor, or designee, no later than six (6) working days after the written request, subject to the College's right to vary vacation schedules in accordance with the best interest of the College.
- (G) No portion of any employee's scheduled vacation may be charged to sick leave unless the individual is confined to the hospital, or has a serious illness requiring confinement to the home.
- (H) VACATION CASH-IN: For the duration of this Agreement, an individual member may cash in a total of five (5) days of unused vacation. The five (5) days of accrued vacation may be cashed in at any time prior to June 1 of each contract year. This cash-in is available one time during the contract year.

ARTICLE 20: SICK LEAVE

- (A) Sick leave shall accrue to members of the bargaining unit at the rate of one and one-quarter (1 1/4) days for every month of service, commencing with the first month. A newly hired employee shall not be entitled to paid sick leave benefits until completion of the probationary period.
- (B) Sick leave may accrue indefinitely but all unused days are not reimbursable upon termination or resignation. In addition, accumulated sick leave may not be used for the purpose of taking or extending a vacation period. 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 that an employee's immediate supervisor or designee, is notified of the absence at the earliest possible moment, and, in no event, less than one (1) hour after the start of the shift.
- (E) A certificate from the employee's doctor shall be required prior to payment to verify three (3) or more consecutive days of sick leave absence. In addition, no payment shall be made for absences of employees on Mondays or Fridays or the day before or after a holiday, a long weekend, or an employee's vacation period unless a doctor's certificate is obtained when required, attesting to the physical inability of the employee to report to work. Proof of illness where required must be presented to Human Resources. The employee must obtain a Human Resources Return to Work certificate and turn it in to the immediate supervisor, or designee, before commencing work.
- (F) To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination at no cost to the employee, prior to return from sick leave.
- (G) 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 (2) 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, or their respective designees). Subsequent application for the same illness must meet the same preconditions as the initial application.

If the final sick bank grant exceeds the number of days needed by the individual to bring their 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. Days shall be dispensed to the applicant by the President of the College and the President of the Association, or their respective designees, where the following pre conditions are met:

1. Serious, continuing illness or disability to a member of the unit.
2. All accumulated personal sick leave, and available personal days have been exhausted.
3. 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 President of the College and President of the Association, or their respective designees, cannot agree to the preconditions stated above, the application shall be referred to the Board for decision.

The benefits as provided by Article 20, Section (G) shall not accrue to or be available to any member of the unit upon termination of employment.

ARTICLE 21: PERSONAL DAYS

- (A) For all eligible members of the negotiating unit three (3) personal leave days, with pay, shall be available in full at the beginning of the contract year, for business that cannot be taken care of outside of normal working hours. Employees hired after April 1 shall not earn personal days until July 1 of the following year. As a condition of payment, it is mandatory that at least three (3) days notice of application to take a personal day be given to the immediate supervisor or his/her designee, except in cases of verifiable emergencies.
- (B) Final approval for said leave shall be made by the Area Head, or designee, and the decision shall be final and not subject to review.
- (C) Personal days shall not be used to extend vacations, or used in conjunction with sick leave, except as provided in Article 20.
- (D) For those employees who have not taken sick leave during the contractual year and have perfect attendance-free of absence due to illness- one additional personal leave day shall be credited to them to be used in the succeeding year.
- (E) Personal days shall not accrue from year to year and these days, if not used, are lost and not reimbursable upon termination of employment.

ARTICLE 22: BEREAVEMENT LEAVE

- (A) All employees covered by this Agreement shall be granted paid bereavement leave for working days used for bereavement purposes, not to exceed three (3) days (5 days for spouse or child), immediately following the date of death of certain members of the employee's immediate family (parent, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren). With the approval of the immediate supervisor and Area Head, or their respective designees, the leave, for good cause shown, may be extended to five (5) days (7 days for spouse or child). In case of a dispute, the President's decision shall be final and binding.
- (B) In all cases, to be eligible for such leave the employee must give notice of absence to the immediate supervisor and the immediate supervisor has the right to request proof of death and 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, or otherwise not actively at work under any other provision of this Agreement.

ARTICLE 23: LEAVE OF ABSENCE WITHOUT PAY

- (A) An approved leave of absence without pay may be granted to a member of the unit who has completed one (1) year or more of continuous full-time service, and said leave shall be for a period of up to one (1) year. Requests for such leave shall be made in writing to the Director of Human Resources, or designee, upon recommendation of the immediate supervisor and Area Head, or their respective designees, at least three (3) months prior to the commencement of said leave only if such leave relates to the pursuit of a degree or post-doctoral work. For all other requests for leave of absence without pay, the request shall be made in writing at least thirty (30) days prior to the commencement of said leave. If said leave is denied by the Area Head, or designee, the denial may be appealed, in writing, to the Director of Human Resources, or designee. If said leave is denied by the Director of Human Resources, or designee, the denial may be appealed, in writing, to the President, or designee. The decision of the President, or designee, shall be final and not subject to the grievance provisions of this Agreement. No leave of absence shall be granted to an employee who requests such leave to pursue other employment.
- (B) Approval of such leaves may be granted for the following reasons:
1. Pursuit of a degree at an institution of higher education or post-doctoral work.
 2. Recuperation from ill health beyond all available sick leave provisions of this Agreement.
 3. Unusual and unavoidable personal situations.

- (C) Leaves of absence greater than one (1) year may be granted by the Board upon recommendation of the President or designee. 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 a fraction of a year, the employee may be required to take a full year leave.
- (E) In all cases, the member of the unit shall notify the Director of Human Resources, or designee, in writing, at least sixty (60) calendar days prior to the stated leave termination date as to whether the employee plans to return or resign. Failure to do so may result in a waiver of the right to return. Where appropriate, prior to return, the member must produce a certificate from a physician to the effect that the employee is physically fit and ready to commence working.
- (F) The following policy shall apply with respect to those employees on leave of absence without pay including unpaid leave for maternity purposes:
1. Pension
 - (a) All pension contributions of the employee on leave of absence cease when the leave begins. The College shall make payment for the employee's pension contributions for its contributory portion while the employee is on Worker's Compensation.
 - (b) When an employee returns from a leave of absence, the employee may, if the desires, purchase credit for pension participation retroactively for the entire period of leave. To accomplish this, special forms must be prepared in the Human Resources Department.
 2. Life Insurance
 - (a) Depending upon when one's leave of absence begins, their deductions for the contributory life insurance may have been deducted for that month.
 - (b) For the noncontributory life insurance provided by the College, insurance coverage shall continue in full force for the following approved leave of absences without pay:
 - (i) While employee is receiving periodic benefits under the Worker's Compensation law;
 - (ii) Up to one (1) year while on leave due to maternity; and
 - (iii) Up to ninety-three (93) days while employee is on a leave for any other reason.

- (c) An employee who has contributory life insurance is obligated to pay for coverage while on Worker's Compensation. The employee shall be billed by the Director of Business Affairs for this cost.

3. Medical Coverage

- (a) Coverage shall continue to the end of the 3rd month following the month in which one's leave begins. This applies to all leaves of absence including maternity.
 - (b) Coverage may be continued by an employee's payment to the College for the cost of such premiums for a maximum of nine (9) months.
 - (c) To continue coverage beyond the period provided above, payments can be arranged by the individual to be made directly to the insurance carrier.
- (G) Except as provided herein, an employee shall not accrue benefits during any period of leave nor shall the employee continue to accrue seniority. However, there shall be no loss of previously accrued benefits or seniority.

ARTICLE 24: MATERNITY LEAVE

- (A) Employees who are pregnant, or who have given birth, shall be granted disability leave for any period during which they are physically unable to work. Accumulated sick leave and vacation leave, if any, may, at the employee's option, be applied during the period of disability. In addition, employees experiencing complications resulting from pregnancy may apply for an advance sick leave from the sick leave bank established pursuant to Article 20(G). Leave in excess of applied sick leave and vacation leave shall be without pay.
- (B) Employees who become pregnant shall notify the immediate supervisor, Area Head and the Department of Human Resources, or their respective designees, in writing. The notification shall include a doctor's certificate giving the anticipated date of birth. Such certificate shall be sufficient to establish disability for a period of eight (8) weeks, commencing four (4) weeks prior to the anticipated date of birth. Disability occurring outside this period shall be subject to normal verification requirements for disability leave.
- (C) Maternity leaves without pay shall be granted to eligible employees who have completed one (1) year or more of continuous full-time service. Generally, this leave (in combination with any disability leave granted pursuant to Section (A) above shall be up to a maximum of one (1) year.
- (D) Leave under this Article shall be granted upon written application at least six (6) weeks in advance of said leave, except in the event of a medical emergency making such notice impracticable.

- (E) Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor shall she continue to accrue seniority. However, there shall be no loss of seniority or benefits already accrued.
- (F) An employee who indicates a desire to return to her employment on or before the expiration of her 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 she gives reasonable notice (at least two (2) weeks) to the immediate supervisor, Area Head and to the Department of Human Resources, or their respective designees, of her intention to return, and provides certification from her physician indicating that she is physically fit and ready to commence working. Failure to give such notice may result in a waiver of the right to return. If an employee indicates a desire to return to her employment before the expiration of her leave, she shall be reinstated, provided she complies with the requirements of this section and only if the position is then available; otherwise, the original expiration date shall apply.
- (G) Human Resources, at its discretion, can require an examination of the employee at any time during the pregnancy and post-partum period where there is a question as to the employee's functional capabilities in discharging her professional responsibilities.
- (H) The policy with regard to benefits during the period of unpaid leave for maternity purposes is stated in Article 23, Section (F), subsections 1 through 3.

ARTICLE 25: DISABILITY LEAVE

Disability leaves may be granted for a period up to one (1) month or to the end of the disability, whichever is shorter. Proof of disability must be substantiated by a written diagnosis from the attending physician. This certification shall also include the patient's prognosis.

- (A) The leave may be extended upon written request to the immediate supervisor, Area Head and to the Director of Human Resources, or their respective designees, 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.
- (B) An employee who indicates a desire to return to employment on or before the expiration date of the 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 the employee gives reasonable notice (at least two (2) weeks) to the immediate supervisor, Area Head and to the Director of Human Resources, or their respective designees, of their intention to return and provides certification from their physician stating that the employee is physically fit and ready to commence working. Failure to give such a notice shall result in a waiver of the right to return.

- (C) With respect to any disability leave, the Human Resources Department, at its discretion, can appoint a doctor who shall examine and offer a professional opinion at any time there is a question as to the employee's functional capabilities in discharging their professional responsibilities.

ARTICLE 26: JURY DUTY

- (A) A member of the negotiating unit who is summoned for jury duty or subpoenaed as a witness and who must serve, and who does in fact serve, shall be granted leave to fulfill such duty.
- (B) In order to be eligible for pay, an employee must also:
1. Notify the immediate supervisor, or designee, after receipt of notice to report;
 2. Have reported for assigned jury or witness duty,
 3. Furnish a certificate of completion of jury or witness duty service, showing the dates of service.

If the individual's position is exempt, or could be exempt from jury duty under law, the employee shall cooperate with the institution in obtaining an excuse from jury service, in those cases when the College deems it necessary.

- (C) The provisions of this Article shall not apply to cases of jury or witness duty on days outside the normal work schedule.
- (D) In no case shall leave be deducted from vacation days or holidays, except by request of the member.

ARTICLE 27: 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 of "C" in the course. The language shall be applied on a course-by-course basis.
 - (d) The member must sign a Tuition Reimbursement Employment Obligation Agreement.
- 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 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 eighteen (18) 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 of "C" in undergraduate and "B" in graduate courses. This language shall be applied on a course-by-course basis.
- (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 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. DEGREE ATTAINMENT: A member earning an initial degree shall receive a lump sum base salary adjustment, the beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of: Bachelor degree \$2,000; Master degree \$3,000; Doctorate degree \$4,000. This degree attainment provision shall apply only for degrees earned on or after January 1, 2008.

V. 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 28: MEDICAL REIMBURSEMENT

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 \$350 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 \$350 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 only be for amounts declined by the 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 July 1 and July 31 of the next contract year. This provision shall apply only for applicable bills incurred on or after July 1, 2012.

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.

ARTICLE 29: FRINGE BENEFITS

- (A) The College agrees to maintain its current Life Insurance, Pension and Health Care coverage for the duration of this Agreement. The College reserves the right to substitute for any plans during the life of the Agreement provided that coverage is not reduced. In case of College substitutions, increases in cost shall require the approval of the Association.
- (B) Dental Insurance coverage shall be provided to Association members at the same level of benefits provided to other College bargaining units, specifically to include a \$1,000 one time orthodontics coverage and maximum annual benefit to \$1,200 per year.
- (C) The College agrees to extend the Supplemental Retirement Account ("SRA") deduction, currently available as a payroll deduction, to any eligible employee requesting such deduction, and shall forward funds to the appropriate carrier.

ARTICLE 30: ADJUNCT PREFERENCE

Members of the unit who are duly appointed members of the adjunct pool of Essex County College shall be afforded second priority, after Administrators, to adjunct teaching assignments when available, providing such priority does not violate any existing current or future collective bargaining agreement. Such assignments shall be limited to three (3) courses per semester or term. Assignment shall be made only in those instances where the individual has been certified by the appropriate Dean, or designee, as qualified to teach such a course, and the unit member has received Area Head, or designee, approval. Compensation for such course assignments shall be at the prevailing overload rate.

ARTICLE 31: DEDUCTIONS FOR ASSOCIATION DUES

- (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 32: NO STRIKE

- (A) During the life of this Agreement, or any written extension hereof, the Association, on behalf of its officers, agents and members, agrees that so long as this Agreement, or any written extension hereof, is in effect, there shall be no strikes economic, sympathy, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, or any activities by the Association which interfere with the operation of the College.
- (B) The Association, its officers, agents, representatives and members, shall not, in any way, on behalf of the Association, authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to, any strike in violation of this Article.
- (C) Any employee who violates this Article shall be subject to disciplinary action, including discharge.
- (D) In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Article occur, the Association, within twenty-four (24) hours of a request by the College, shall take all reasonable steps to halt the prohibited actions.

ARTICLE 33: SENIORITY

- (A) For purposes of this Agreement, seniority is defined as the length of full-time continuous service in a position within the bargaining unit. When a member is promoted out of the unit and then returns to the unit the member shall receive service credit for previous time within the unit. An employee who voluntarily leaves the employ of the College and subsequently returns shall not receive service credit for the time previously worked.

If a unit member who has been terminated through a Reduction in Force is subsequently reemployed by the College in the same unit, the employee shall be given full seniority credit for all prior years of service in the unit.

- (B) A part-time employee who is appointed to a full-time position in the bargaining unit shall be credited on a pro rata basis for each year of continuous, unbroken service in a bargaining unit position in which the employee worked one thousand (1000) hours or more.

For example, an employee working fifty percent (50%) of the time for two (2) years would be credited with one (1) year of seniority.

- (C) The College shall make reasonable efforts to fill vacancies which occur within the unit with qualified individuals from within the unit.
 - 1. The College shall retain its sole and exclusive right to fill said vacancies, and such decisions shall not be subject to the Grievance Procedure of this Agreement, except as to the procedure hereinafter set forth.

2. Any unit member, who applies for such vacant position shall, if qualified, be duly considered by the College. Such consideration shall include, but not be limited to, the opportunity to apply, and, where applicable, based upon the individual's relative qualifications, be granted an interview. All applicants shall be advised, in writing, of the outcome.

ARTICLE 34: RECLASSIFICATION

Reclassification from I to II shall be compensated by a salary increase of no less than \$1500, over and above the negotiation percentage increase.

Reclassification from II to III shall be compensated by a salary increase of no less than \$2000 over and above the negotiation percentage increase.

Reclassification from III to IV shall be compensated by a salary increase of no less than \$2500 over and above the negotiation percentage increase.

There shall be no downward reclassifications.

ARTICLE 36: MERIT AWARD

(A) **ELIGIBILITY**

To be eligible for a MERIT AWARD, a unit member must have been employed in a "Professional" capacity for a minimum of two (2) years.

(B) **MERIT AWARD REVIEW COMMITTEE**

In order to sustain objectivity, no member of the MERIT AWARD Review Committee should be an applicant for a MERIT AWARD during the current review period. This does not exclude anyone from being a part of the MERIT AWARD Review Committee in the future. The Merit Award Review Committee shall consist of six (6) members, representing the areas listed:

1. President or Vice President of the Association or other Association Officer who is not an applicant.
2. Association member 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 shall coordinate the selection of at-large representatives.

(C) APPLICATION AND RECOMMENDATION CRITERIA

1. Any unit member who applies for a MERIT AWARD and is approved may not reapply during the next contract year, but any applicant denied consideration may reapply.
2. All applicants should list outstanding accomplishments, contributions, added responsibilities and any other pertinent data that may be considered by the MERIT AWARD Review Committee. In addition, the applicant should encapsulate the reasons for feeling deserving of the MERIT AWARD.
3. Each applicant shall submit an application to the department supervisor/area head, who shall attach a recommendation.
4. All applications shall be forwarded by the supervisor/area head to the MERIT AWARD Review Committee by February 15.
5. Each applicant shall receive a notice from the MERIT AWARD Review Committee that the application has been received.
6. If the MERIT AWARD Review Committee so desires, the applicant shall be available for interview.
7. After review by the MERIT AWARD Review Committee, all applicants shall be ranked according to the following criteria:
 - (a) Ratings of “outstanding performance” in job performance as evidenced by the 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 achieve team objectives.
 - (g) Other significant professional accomplishments.

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

8. Applications shall be forwarded to the President of the College, in rank order by March 15 with the MERIT AWARD Review Committee's recommendation.
9. Review Committee's recommendation. The President of the College has the option to approve or disapprove each MERIT AWARD recommendation and shall notify the Committee of the decision. The President's decision shall be final and binding.
10. The President of the College shall take action on the MERIT AWARD(S) no later than the June Board of Trustees meeting. Base salary increase(s) shall take effect July 1.

Funding for the MERIT AWARD shall be 15,000 per year.

ARTICLE 37: RESIGNATION

- (A) When voluntarily resigning from employment, all bargaining unit members shall give three (3) week notice of resignation.
- (B) All such notices shall be in writing and directed to the immediate supervisor and Area Head, or their respective designees, with a copy to the Director of Human Resources or designee.
- (C) Any individual's resignation shall be subject to an exit conference with the Director of Human Resources or designee.
- (D) On the first scheduled payroll period following the final date of employment, the employee shall be entitled to receive all remuneration due, provided that the procedures relating to the resignation have been followed, and provided that remuneration is not subject to state or other regulations.

ARTICLE 38: LONGEVITY

- (A) During the second year of this contract, July 1, 2003, a unit member with 5 to 9 years of service shall receive a \$750 base salary increase ; a unit member with 10 to 14 years of service shall receive a \$500 base salary increase; a unit member with 15 years or more of service shall receive a \$300 base salary increase.
- (B) Effective July 1, 2004, a unit member with 5 years of service shall receive a \$750 base salary increase on July 1 of the 6th year; a unit member with 10 years of service shall receive a \$500 base salary increase on July 1 of the 11th year of service; a unit member with 15 years or more of service shall receive a \$300 base salary increase.

ARTICLE 39: SALARY

PREAMBLE

The parties recognize there will be no retroactive payment to the unit members. The parties also recognize that the College desires to recognize unit members for work performed in contract year 2018-2019, 2019-2020, and 2020-2021.

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.

- a. 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.
- b. Effective July 1, for contract year 2021-2022, the base salary of each eligible unit member shall be increased by 2.0%.
- c. Effective July 1, for contract year 2022-2023, the base salary of each eligible unit member shall be increased by 1.5%.
- d. 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).

ARTICLE 40: SAVINGS CLAUSE

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

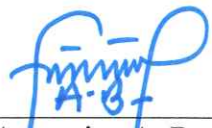
ARTICLE 48: DURATION

The Agreement shall become effective July 1, 2018 and shall remain in full force and effect for a period of six (6) years until 12:00 midnight, June 30, 2024.

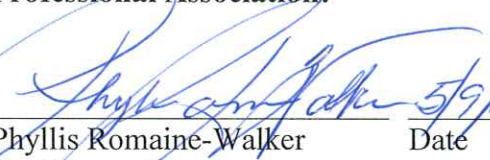
IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 9 day of MAY 2023

For Essex County College:

**For Essex County College
Professional Association:**



Dr. Augustine A. Boakye
President
Date 06/24/23




Phyllis Romaine-Walker
President
Date 5/9/2023



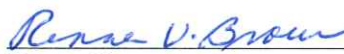
Karen Bridgett
Acting Executive Director
Human Resources
Date 8/24/23



Habiba Jamali
Vice-President
Date 5/9/23



Afshan T. Ajmiri Giner
Chief Compliance & Equity Officer/
Special Counsel
Date 8/22/23



Renae Brown
Treasurer
Date 5-9-2023

APPENDICES

APPENDIX A: SALARY MINIMUMS

APPENDIX B: TITLES ALPHABETICAL LISTING

APPENDIX C: TITLES BY LEVELS AND SALARY MINIMUMS

APPENDIX A: SALARY MINIMUMS

SALARY MINIMUMS

<u>LEVEL</u>	<u>MINIMUM</u>
Level I	\$ 31,900.00
Level II	\$ 35,900.00
Level III	\$ 39,900.00
Level IV	\$ 43,900.00

APPENDIX B: TITLES ALPHABETICAL LISTING

Alphabetical listing of position titles as of the ratification of the 2018-2024 contract.

Accountant - General Ledger *	Assistant Director - Enrollment Services Express *
Accountant - Junior	Assistant Director - Enrollment Services/WEC *
Admissions Officer / Recruiter	Assistant Director - Financial Aid *
Advisor - College Placement	Assistant Director - Marketing
Advisor - EOF *	Assistant Director - Purchasing *
Advisor - Retention & Academic *	Assistant Director - Registrar
Aide – Administrative	Assistant Director - Training Inc. *
Assistant - Accounts Payable	Assistant Director - Welcome Center *
Assistant - Administrative *	Buyer
Assistant - Athletic Operations *	Buyer – Junior *
Assistant - College Services *	Chief of Operations *
Assistant - Computer Support *	Coordinator *
Assistant - Enrollment Services *	Coordinator - Academic Programs
Assistant - Financial Operations	Coordinator - Admissions Services
Assistant – Marketing *	Coordinator - Bloomberg Lab *
Assistant - Purchasing *	Coordinator - Career Resources *
Assistant - Registrar	Coordinator - College Success *
Assistant - Welcome Center *	Coordinator - Computer Lab *
Assistant - Workforce Program *	Coordinator - Computer Systems
Assistant Bursar *	Coordinator - Curriculum and Scheduling *
Assistant Director - Academic Assessment	Coordinator – English *
Assistant Director - Award Reconciliation *	Coordinator - Extension Programs
Assistant Director – CAS	Coordinator - Family Engagement *
Assistant Director - Development	Coordinator - Financial Aid Student Services *
Assistant Director - Educational & Computer Technologies	Coordinator - Gateway to College
Assistant Director - Enrollment Services *	Coordinator - Help Desk *

Coordinator - Information Systems	Program Coordinator *
Coordinator - Job Development / Federal Work Study	Program Coordinator - Corporate & Business Training *
Coordinator – Laboratory *	Program Coordinator - DYFS
Coordinator - Library Commons / Information Services	Program Coordinator - Student Services
Coordinator – Math *	Program Coordinator - WEC *
Coordinator - Non-Credit	Program Manager - EOF *
Coordinator - Office / IT Services *	Project Analyst
Coordinator - Registrar / Class Rosters *	Project Leader *
Coordinator - Reentry Program	Recruiter *
Coordinator - Team Program *	Specialist - Assessment
Coordinator - WISE	Specialist - Faculty
Engineer - Technical Support	Specialist – Laboratory *
Graphic Artist	Specialist - Marketing / Publication & Advertising
Graphic Designer – Senior *	Specialist - Resource
Job Developer *	Specialist - Retention
Manager - Building Services *	Specialist - Technical
Manager – Operations *	Specialist – Technical / Library
Manager - Physical Plant	Specialist - Technical Support / Network Support *
Manager - Print Shop	Specialist - Technical Support *
Manager - Production Services *	Specialist - Telecommunications Support *
Manager – Physical Plant *	Student Advisor and Mentor *
Network Administrator	Student Services Representative *
Network Engineer *	Student Services Representative - Admission
Network Manager *	Student Services Representative - Grade Changes
Officer - Accounts Receivable	Student Services Representative __ Grades *
Officer - Disbursement *	Student Services Representative - Graduation
Officer - Financial Affairs	Student Services Representative - Testing
Officer - Financial Aid	Student Support Services Representative *
Officer - Collections Junior *	

Supervisor - Building Services *

Supervisor - PEB Operations

Supervisor - Print Shop *

Supervisor - Processing

Supervisor - Shipping & Receiving *

Teacher Advisor *

Teacher Advisor - ABS & Comp *

Teacher Advisor - English, Read, Write

Teacher Advisor - English

Teacher Advisor - Math

Teacher Advisor Senior

Teacher Advisor Senior - EOF

Teacher Coordinator

Teacher – Group *

Technician - Career Development

Technician – Laboratory *

Testing Center Representative *

Web & Graphic Designer

* Denotes Encumbered Position Titles

APPENDIX C: TITLES BY LEVELS AND SALARY MINIMUMS

Listing of position titles by classification levels and salary minimum as of the ratification of the 2018-2024 contract.

LEVEL I – \$ 31,900 Minimum

Accountant – Junior	Student Services Representative - Admission
Aide - Administrative	Student Services Representative - Grade Changes
Assistant - Administrative *	Student Services Representative – Grades *
Assistant - Accounts Payable	Student Services Representative - Graduation
Assistant - Athletic Operations *	Student Services Representative - Testing
Assistant - College Services *	Supervisor – Processing
Assistant - Computer Support *	Teacher - Group *
Assistant - Enrollment Services *	Technician - Career Development
Assistant – Marketing *	Technician - Laboratory *
Assistant – Purchasing *	Testing Center Representative *
Assistant - Welcome Center *	
Assistant - Workforce Program *	
Buyer - Junior *	
Coordinator - Registrar / Class Rosters *	
Officer - Collections Junior *	
Specialist - Resource	
Specialist - Technical	
Specialist – Technical / Library	
Specialist - Technical Support / Network Support *	
Specialist - Technical Support *	
Specialist - Telecommunications Support *	
Student Advisor and Mentor *	
Student Services Representative *	

LEVEL II – \$ 35,900 Minimum

Accountant - General Ledger *	Coordinator - Reentry Program
Admissions Officer / Recruiter	Coordinator - Team Program *
Advisor - College Placement	Coordinator - WISE
Advisor - EOF *	Engineer - Technical Support
Advisor - Retention & Academic *	Graphic Artist
Assistant - Financial Operations	Job Developer *
Assistant - Registrar	Manager - Operations *
Assistant Bursar *	Network Administrator
Buyer	Network Engineer *
Coordinator *	Officer - Accounts Receivable
Coordinator - Admissions Services	Officer - Disbursement *
Coordinator - Bloomberg Lab *	Officer - Financial Affairs
Coordinator - Career Resources *	Officer - Financial Aid *
Coordinator - College Success *	Program Coordinator *
Coordinator - Computer Lab *	Program Coordinator - Corporate & Business Training *
Coordinator - Computer Systems	Program Coordinator - DYFS
Coordinator - Curriculum and Scheduling *	Program Coordinator - Student Services
Coordinator - English *	Program Coordinator - WEC *
Coordinator - Extension Programs	Project Analyst
Coordinator - Family Engagement *	Project Leader *
Coordinator - Financial Aid Student Services *	Recruiter *
Coordinator - Gateway to College	Specialist - Assessment
Coordinator - Help Desk *	Specialist - Faculty
Coordinator - Laboratory *	Specialist – Laboratory *
Coordinator - Math *	Specialist - Marketing / Publication & Advertising
Coordinator - Non Credit	Student Advisor and Mentor *
Coordinator - Office / IT Services *	Supervisor - Building Services *
	Supervisor - PEB Operations

Supervisor - Print Shop *

Supervisor - Shipping & Receiving *

Teacher Advisor *

Teacher Advisor - ABS & Comp *

Teacher Advisor - English, Read, Write

Teacher Advisor – English

Teacher Advisor – Math

Teacher Coordinator

Web & Graphic Designer

LEVEL III – \$ 39,900 Minimum

Accountant - General Ledger *

Assistant Director - Award Reconciliation *

Assistant Director - Development

Assistant Director - Enrollment Services *

Assistant Director - Enrollment Services Express *

Assistant Director - Financial Aid *

Assistant Director - Marketing

Assistant Director – Registrar

Assistant Director - Welcome Center *

Chief of Operations *

Coordinator - Academic Programs

Coordinator - Information Systems

Coordinator - Job Development / Federal Work Study

Coordinator - Library Commons / Information Services

Graphic Designer – Senior *

Manager - Print Shop

Manager - Production Services *

Network Manager *

Program Manager - EOF *

Teacher Advisor Senior

Teacher Advisor Senior - EOF

LEVEL IV – \$ 43,900 Minimum

Assistant Director - Academic Assessment

Assistant Director - CAS

Assistant Director - Enrollment Services/WEC *

Assistant Director – Purchasing *

Assistant Director - Training Inc. *

Assistant Director - Educational & Computer Technologies

Manager - Building Services *

Manager - Physical Plant *

Specialist - Retention

* Denotes Encumbered Position Titles

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