



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

JULY 1, 2024 THROUGH JUNE 30, 2028

**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, 2024 THROUGH JUNE 30, 2028
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
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MS. ISABEL CRUZ
REV. DR. LANEL D. GUYTON
MS. CYNTHIA MARTINEZ
MS. BETH ROBINSON
MS. JOHANNA L. WRIGHT

COLLEGE PRESIDENT

DR. AUGUSTINE A. BOAKYE

ASSOCIATION EXECUTIVE BOARD

PHYLLIS ROMAINE WALKER, PRESIDENT
SANJA DIZDAREVIC, VICE PRESIDENT
RENAE BROWN, TREASURER
ANGELA AKWAAH, 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 (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, ("WDEA") (N.J.S.A. 34:13A-5.11, et seq.) employed by the College in job titles listed in Appendix B.

(B) EXCLUDED:

Excluded shall be all other employees including 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, work-study students, Casual Employees, as defined by the WDEA, and confidential employees designated by the College.

- (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 Executive 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.

ARTICLE 2: DEFINITIONS

- (A) "Board" as used in this Agreement shall refer to the Board of Trustees of Essex County College.
- (B) "College" as used in this Agreement shall refer to Essex County College.
- (C) "Association" as used in this Agreement shall refer to the Professional Association of Essex County College.
- (D) "Negotiating Unit" or "Bargaining Unit" shall refer to that as defined in Article I of this Agreement.
- (E) "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) "Regular Full-Time Employee" shall refer to those non-probationary 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) "Part-Time Employee" shall refer to those employees working 24 hours or less per week, but not less than an average of four (4) hours per week over a period of 90 days. Such employees are not entitled and/or eligible to the fringe benefits provided herein.

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- (H) "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months and who, at the time of hire, are given a specific termination date. The three (3) month period may be extended by the College up to a maximum of six (6) months. Thereafter, the employee shall be informed whether they will be terminated or become a Regular Full-Time Staff Employee. Such Temporary Employees are not entitled and/or eligible to the fringe benefits provided herein.
- (I) "Dependent Child" shall be defined as per the current Internal Revenue Code of the United States.
- (J) "Agreement" shall refer to the entire contract between the College and Association, currently in effect.
- (K) "PERC" as used in the agreement shall refer to the Public Employee Relations Commission.
- (L) "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 pursuant to the grievance procedure.
- (M) "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 engaged in the grievance procedure.

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, which constitutes the complete and entire agreement between the parties.
- (B) The parties acknowledge that during the negotiations which resulted in this contract each had the unlimited opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, 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) Except as otherwise provided in Article 6 below, 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

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 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 negotiation, where appropriate, with the Association.

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- (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 or federal law, 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.

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 Executive 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 pm., 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 WDEA. Subject to the approval of the President, or their 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/trainings programs.

- (C) The College agrees that it shall provide the Association with an electronic copy of this Agreement to distribute to each member and new member.
- (D) An employee shall be given reasonable opportunity to review the contents of their personnel file during working hours upon written notice of at least twenty-four (24) hours to the Executive Director of Human Resources, or their designee. The personnel file shall be open to the member of the negotiating unit in the Department of Human Resources on a working day between the hours of 9:00 a.m. to 4:30 p.m. The time for review shall not exceed one (1) hour, unless extended by the Executive Director of Human Resources or their designee. A form shall be signed by the employee indicating that the employee has reviewed the file.

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1. The following material(s) contained in the personnel file shall not be made available to the individual:
 - (a) Character and job references from outside sources.
 - (b) Placement records which contain references from outside sources.
 - (c) Transcripts restricted by the sending institution.
 - (d) Other confidential references or confidential information requested by the College and obtained from outside sources.
 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 in accordance with the College's Travel Arrangements and Expense Reimbursement policy.
- (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, the College shall pay all or part of conference related expenses, such as transportation and lodging, in accordance with the College's Travel Arrangements and Expense Reimbursement policy.
- (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 WDEA.

- (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 electronically. 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 WDEA. 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) Informal Procedure - Level One

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

(D) Formal Procedure - Level Two

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

1. Step I:

- a. If the matter remains unresolved at Level 1, the grievant may advance their Grievance by having the Association submit a written grievance on their behalf to the appropriate Area Head. This written grievance shall be submitted no later than ten (10) working days subsequent to the procedure outlined in paragraph (C) above, but in no event later than thirty (30) calendar days after the act or condition upon which the grievance is based. The submission shall be in a format mutually agreed by the Department of Human Resources and the Association.
- b. Within ten (10) working days of the receipt of a written grievance, the grievant, a representative of the Association, the involved supervisor/administrator and the Area Head or their designee, shall meet for the purpose of resolving the grievance. Within ten (10) working days after the above-mentioned meeting the Area Head or their designee shall provide a dated answer in writing to the Grievance Chairperson, or the designated officer of the Association.
- c. In the event the grievant is supervised by the President or an Area Head is the subject of the grievance, any initial grievance shall be filed at Level 2, Step II.

2. Step II:

- a. If the grievance is not satisfactorily settled in Step I, then within ten (10) working days after receipt of the answer in Step I, the Association shall, on behalf of the grievant, file two (2) copies of the written grievance with the Department of Human Resources and a copy shall be filed with the Professional Association to advance the grievance. In circumstances where a grievant is supervised by the President or an Area Head is the subject of the grievance, the Association shall, on behalf of the grievant, file two (2) copies of the written grievance with the Department of Human Resources.
- b. Within ten (10) working days from the date of filing, the Department of Human Resources, or designee, shall meet with the grievant, any involved professional and a representative of the Professional Association who is an employee of the College and a member of the unit in an effort to resolve the grievance. The Department of Human Resources or a designee, shall give the answer in writing with respect to the grievance within ten (10) working days, with a copy to the Association. The answer shall be dated and presented to the Grievance Chairperson or, if absent, any officer of the Association

3. Step III:

- a. If the grievant is not satisfied with the disposition of their grievance at Level Two, Step II, then, within ten (10) working days after receipt of the answer by the Association, the Association shall file two (2) copies of the grievance with the President of the College, or their designee and one (1) copy with the Association. Within ten (10) working days from the filing of the grievance with the President of the College or their designee, the grievant, a representative of the Association, the President or their designee, the involved supervisor/administrator and Executive Director of Human Resources or their designee, shall meet for the purpose of resolving the grievance. Within ten (10) working days following that meeting, the President or designee, shall provide a dated answer, in writing, to the Grievance Chairperson or the designated officer of the Association.

4. Step IV:

- a. 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 Association, on behalf of the grievant, shall file with the Board two (2) copies of the grievance and disposition under Step III as is appropriate, along with a written statement of reasons for dissatisfaction with the disposition.
- b. Within thirty (30) working days from the date of filing of the grievance with the Board, the Board, through its duly designated representatives, shall meet with the grievant, 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.
- c. The Board shall designate the time and place of the meeting. Within twenty (20) working days of the meeting, the Board shall present a dated answer in writing to the Grievance Chairperson or the designated officer of the Association.

5. Step V - ARBITRATION PROCEDURE:

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, Step IV, then within ten (10) working days from the date of the Board's decision, the Association may submit the grievance to arbitration by filing a request with PERC. The parties shall be bound by PERC rules and procedures governing grievance arbitration.
- b. The power and authority of the impartial arbitrator shall be limited to the subject of the particular grievance involved. The arbitrator shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific, express provisions of this Agreement based on the specific issue submitted to the arbitrator. The authority of the arbitrator shall be limited to interpreting and applying the

express provisions of the Agreement in determining a violation of the Agreement, and shall not substitute their judgment in interpreting the Agreement. The decision of the arbitrator shall be final and binding upon all parties. The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

- c. 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.
- (E) The disposition of any grievance at any step of the grievance procedure prior to the actual receipt of the decision of the arbitrator shall be final and binding upon both parties.
 - (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, unless the grievant was otherwise scheduled to work on that day.
 - (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 President and the Professional Association.
 - (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. The following are also not subject to the grievance and/or arbitration procedures in this Agreement.
 - a. Matters involving the sole discretion of the Board.
 - b. Any question concerning the duration of this Agreement.
 - c. Any matter where the Board is without the expressed or implied authority to act.
 - d. Any action of the Board which is prescribed by law.
 - (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.

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- (N) If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual written consent so that the Grievance Procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.
- (O) All documents, communications and records dealing with a grievance shall be filed separately from the personnel file of the grievant.
- (P) It is agreed that all parties involved in any Grievance Procedure shall make available, upon request, all relevant documents and materials relating to 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, a grievance may be continued by the Association if the grievance affects the welfare of the members.
- (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 herein) 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 classification.
 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: POSITION DESCRIPTIONS

- (A) The College shall promulgate a written description of each position covered by this Agreement upon request. A copy of the position/job description shall be given to the employee and to the Association. The Department of Human Resources will establish and maintain the official College file of position/job description in accordance with College Regulations. The employee shall be given a position/job description prior to assuming the duties and responsibilities of that position.
- (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 position/job descriptions during the term of this Agreement at its sole discretion. However, the unit member(s) involved and the Association shall be notified upon any change in the written description.

1. Upon any significant changes in the position/job description, the unit member involved, along with a representative of the Association who is a member of the unit, shall have an opportunity to discuss the change(s) with 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 their designee shall meet with the unit member, and the Association representative, within five (5) calendar days.
2. If a unit member wishes to pursue the matter after this point, the Association may meet with the Executive Director of Human Resources or their designee. Such meeting shall be held at a time mutually agreeable to all concerned for the purpose of discussing the matter.
3. The Association may accept the Department of Human Resources' decision in this matter or may appeal to the President of the College, whose decision in the matter shall be final and binding, and not subject to grievance or arbitration.
4. 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 the 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. Subsequent evaluations and/or comments made by the supervisor, or their designee, in the direct chain of command shall become part of the total evaluation packet. These subsequent evaluations and/or comments made by higher level administrators are subject to review, discussion and response on the part of the evaluatee, such response shall become part of the total evaluation packet.

Additional evaluations by the supervisor, or their designee, in the direct chain of command may be made at the request of the Professional being evaluated or by the supervising administrator. In either case, a one-month advance notice must be given by the evaluatee or supervising administrator of such request.

(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 their designee.
2. The evaluation packet shall be forwarded by the immediate supervisor, or their designee, through the chain of command to the Area Head or their 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 to the Executive Director of Human Resources.

(E) RESPONSE TO THE EVALUATION:

Each evaluatee shall be given ten (10) working days to respond to the entire written contents 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:

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

1. Every effort shall be made to complete the evaluation process referred to above for submission to the Department of Human Resources by January 31 following the evaluation period as defined below.

(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. Newly appointed Professionals' evaluation period shall begin on the date of initial appointment and end on December 31.
3. 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 Executive Director of Human Resources, or their 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. 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. However, if a grant employee transitions to a College funded employee, they shall be allowed to carry over vacation days to their College line 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 their 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 Finance Area Head, or their respective designees, and may also involve such College staff as the Executive Director of Human Resources, one or more Deans. If the problem is not resolved, appeal may be made to the President or their designee. Any decisions made by the College or agreements reached under this provision shall be reduced to writing and copies given to all of the parties and shall not be subject to the Grievance procedure.
- (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.

ARTICLE 15: EMPLOYMENT CONTRACTS

- (A) Newly hired employees shall receive a personnel action form or equivalent document.
- (B) Unit members whose employment as members of the Association does not qualify them for multi-year contracts, shall be employed for a duration of one (1) year that ends on June 30th of each calendar year.
- (C) For non-renewal of one-year contracts for those individuals who are not eligible, 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.

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- (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 applicable New Jersey Law and the College's implementing guidelines.
 - (G) An affected employee who is terminated and/or nonrenewed may request a meeting with the Executive Director of Human Resources or their designee to review the College's decision.
 - (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, terminate or otherwise discipline temporary, part time, and probationary employees at its discretion. Such determinations shall not be subject to the arbitration provisions contained herein.
- (B) The College has the sole and exclusive right to suspend, terminate or otherwise discipline its full time, non-probationary employees for just cause.
- (C) Disciplinary Guidelines:

Discipline for full time, non-probationary employees shall be in accordance with the steps established below.

1. Verbal Warning: For the first offense, the supervisor, or designee, shall advise the employee of improper conduct in accordance with the College's Progressive Discipline policy.
2. Formal Written Warning: For the second offense, the supervisor, or designee, shall warn the employee in writing of improper conduct and provide a corrective action plan with remedial steps to be taken by the employee to address their violations of Board Policy, College Regulations and/or departmental policies/procedures. A copy of the written warning is placed in the employee's personnel file.

Should the employee disagree with the determination or the corrective action plan, the employee may request a conference with the immediate supervisor and/or Area Head and the Executive Director of Human Resources, or their designee, to resolve the matter. The decision of the Executive Director of Human Resources, or designee, is final.

3. Suspension: In the event of a subsequent violation, the supervisor or Area Head may recommend the Employee's suspension. Recommendations for suspension must be submitted to the Executive Director of Human Resources, or their designee. An employee may request a conference with the immediate supervisor, department head, and/or Area Head, and the Executive Director of Human Resources or their respective designees. The decision of the Executive Director of Human Resources, or designee to suspend an employee is final. Suspension shall not exceed ten (10) working days.

However, if the Executive Director of Human Resources, or their designee determine that an employee's conduct is associated with behavior requiring a rehabilitation program, the College may require the successful completion of a rehabilitation program as a condition of their return and continued employment.

4. Termination: An Employee may be subject to termination if violations continue upon their return from suspension, as determined by the Executive Director of Human Resources, or their designee.

Any Employee engaging in conduct that compromises the safety and wellbeing of the College's students, employees, and/or guests will not be subject to the discipline policy in this Article and may be directly terminated.

An employee who is terminated may appeal the Executive Director of Human Resources' decision to the President of the College or their designee. The Executive Director of Human Resources and the immediate supervisor and Area Head, or their respective designees, shall attend the conference. The decision of the President 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) Disciplinary conferences shall not be recorded. However, the College may request the use of a transcription service to create a transcript of the conference. Cost of such service shall be born by the College or shared equally between the parties upon mutual agreement.
- (f) An employee shall not be subject to any reprisals as the result of the exercise of their rights under this Article.
- (g) Decisions made by the College under this Article shall be subject to the Grievance Procedure only as to the procedural steps contained herein.

- (h) 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: HOLIDAYS & SUMMER WORK SCHEDULES

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
 - Juneteenth
 - Independence Day
 - Labor Day
 - Columbus/Indigenous Persons 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 their designee, with the approval of the Area Head or their 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 workday 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

The College may be closed due to fiscal exigency upon approval of the Board of Trustees. During such Board approved periods of closure, unit members covered by this Agreement would be entitled to utilize vacation for the purpose of salary continuance. If this option is not taken, the period of closing 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) Bargaining unit employees covered by this Agreement shall receive vacation days 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) Newly hired employees shall accumulate vacation during their probationary period, and shall then receive their vacation credit as set forth above upon becoming a regular employee.
- (C) Vacation pay shall be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

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- (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 their 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 their designee. The denial may be appealed, in writing, to the President, or their 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 their 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 their 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 their 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 operations 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, resignation, retirement or any form of separation from the College. In addition, accumulated sick leave may not be used for the purpose of taking or extending a vacation period.
- (C) Sick leave shall be used as required by law. To the extent any provisions contained herein contradict the applicable law, such provisions shall constitute a waiver and control unless otherwise prohibited by law.
- (D) Payment under this Article shall be made providing that the employee notifies either their immediate supervisor, department head, or their designee 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 medical certification from the employee's doctor shall be required to be compensated for three (3) or more consecutive business days of sick leave absence. Employees shall make a reasonable effort to provide said medical certification within the three (3) business day period, or as soon as reasonably possible. To avoid abuse of the College's sick leave provision, any Employee who fails to provide a medical certification in a timely manner shall be placed in no-pay status and may be subject to discipline up to and including discharge.
- (F) In addition, no payment shall be made for absences of employees on the work day before or after a holiday, a long weekend, or an employee's vacation period unless a doctor's certification 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 the Department of Human Resources.
- (G) Prior their return to work, the Department of Human Resources may require the employee to provide a medical certification from their treating physician indicating their fitness for duty and ability to return to work.
- (H) To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination to determine the employee's fitness for duty at no cost to the employee, prior to return from sick leave.
- (I) The College shall establish an emergency "sick leave bank" to be administered jointly by the Parties through the Department of Human Resources, and the Association through its President or their designee.
- (J) 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, upon application, provided there are sufficient days in the bank.

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- (K) Application for such benefits, shall be made to the Department of Human Resources and the President of the Association, or their respective designees, by a mutually agreed upon form developed by the parties. Subsequent application for the same illness must meet the same preconditions as the initial application. However, an employee may only submit an application for sick bank benefits one (1) time per contract year for a maximum award of twenty-five (25) days per contract year.
- (L) 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.
- (M) Days shall be dispensed to the applicant at the discretion of the President of the College and the President of the Association, or their respective designees, where the following preconditions are met:
1. Serious, continuing illness or disability to a member of the unit.
 2. Medical certification from a physician or other licensed health care provider concerning the nature and anticipated duration of the catastrophic illness or injury must be submitted by the employee or supervisor requesting participation on behalf of the employee as a recipient.
 3. All of the employee's accumulated personal sick leave, vacation days, and available personal days have been exhausted.
 4. 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.
- (N) If the President of the College and President of the Association, or their respective designees, cannot agree to the preconditions stated above, final decision rests with the President of the College. This decision is final and binding and not subject to grievance procedure
- (O) 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 their designee, except in cases of verifiable emergencies.
- (B) Final approval for said leave shall be made by the Area Head, or their designee, and the decision shall be final and not subject to grievance.

- (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 carry over from year to year and these days, if not used, are lost and not reimbursable upon resignation, retirement, termination or separation from the College.

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 either five (5) days immediately following the death of certain members of the employee's immediate family, i.e. a spouse, domestic partner or child or three (3) days, immediately following the death of certain members of the employee's family i.e., parent, sibling, mother-in-law, father-in-law, grandparents, grandchildren. In exceptional circumstances the College President may, at their sole discretion, increase the number of days from five (5) to seven (7) days for immediate family and three (3) to five (5) for other family members. In case of a dispute, the President's decision shall be final and binding and not subject to grievance.
- (B) In all cases, to be eligible for such leave the employee must give notice of absence to the supervisor or Area Head. The Area Head or supervisor has the right to request proof relating to the employee's bereavement request.
- (C) An employee shall not be entitled to bereavement leave if, at the time of death in the family, the employee is on unpaid leave, in a no-pay status, or is 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 Executive Director of Human Resources, or designee, at least three (3) months prior to the commencement of said leave. If said leave is denied by the Executive Director of Human Resources, or their 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, consistent with any applicable state health and benefits program.

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3. Unusual and unavoidable personal or professional situations necessitating such leave.
 4. Child Care Leave in accordance with Article 24 of this agreement.
- (C) At the sole discretion of the College, if no qualified replacement can be found to serve a portion of a year, the employee may be required to take one (1) full calendar year's leave.
- (D) In all cases, the member of the unit shall notify the Executive Director of Human Resources, or their designee, in writing, at least sixty (60) calendar days prior to the stated leave expiration date 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 for duty and ready to commence working.
- (E) An unpaid leave of absence shall not be granted in order to allow an employee to work for another employer except with the written approval of the President.
- (F) The following policy shall apply with respect to those employees on leave of absence without pay including Child Care Leave:
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 they desire, purchase credit for pension participation retroactively for the entire period of leave. To accomplish this, special forms must be prepared in the Human Resources Department.
 2. Life Insurance
 - (a) Depending upon when an employee's leave of absence begins, 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) For employees in a pay status, 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 Child Care.
 - (b) For employees in a no pay status, coverage may be continued by an employee making direct payments to Essex County College via the Human Resources Department for the cost of such premiums for a maximum of nine (9) months. Failure to make timely payments to the College will result in the employee having to make direct payments to the insurance carrier pursuant to the Consolidated Omnibus Reconciliation Act (COBRA).
 - (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: CHILD CARE LEAVE

- (A) Employees shall notify the Executive Director of Human Resources, or their designee, in writing within three (3) months of their intended use of Child Care Leave. The notification shall include a certification giving the anticipated date of birth or adoption. Such certificate shall be sufficient for a period of eight (8) weeks.
- (B) Eligible employees who become unable to work in relation to their initial request for Child Care Leave may request additional leave pursuant to the Family Medical Leave Act and/or New Jersey Family Leave Act, to the extent it is available. Requesting employees shall notify the Human Resources Department in writing of their intent to take such leave. The notification shall include a doctor's certification memorializing the employee's inability to continue working.
- (C) Child Care Leave 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 additional leave granted pursuant to this Article, shall be up to a maximum of one (1) year.
- (D) Eligible employees may elect to utilize available accumulated sick, vacation, and personal days during any leave pursuant to this Article. Employees may also apply for sick leave from the sick leave bank for any additional leave requested. However, any leave in excess of an employee's accumulated days and/or days awarded from the sick leave bank shall be without pay.

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- (E) 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.
- (F) 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.
- (G) If no qualified replacement can be found to serve a portion of a year, the employee may be required to take one (1) full year's leave.
- (H) An employee who indicates a desire to return to her employment on or before the expiration of their 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 they give reasonable notice, at least one (1) month, to the Human Resources Department or their respective designee, of their intention to return, and, where appropriate, provides certification from their physician indicating that they are physically fit for duty 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 their employment before the expiration of their leave, they shall be reinstated, provided they comply with the requirements of this section and only if the position is then available; otherwise, the original expiration date shall apply.
- (I) The Executive Director of Human Resources, or their Designee, 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 their professional responsibilities.
- (J) The policy with regard to benefits during the period of unpaid leave for Child Care purposes is stated in Article 23, Section (F), subsections 1 through 3.

ARTICLE 25: MEDICAL LEAVE

- (A) Employees may request leave pursuant to the Family Medical Leave Act and/or New Jersey Family Leave Act, as provided by law. Requesting employees shall notify the Human Resources Department in writing of their intent to take such leave within thirty (30) days when such leave is foreseeable, or otherwise as soon as possible and practical. Such notification shall include a doctor's certification memorializing the employee's inability to continue working.
- (B) The leave may be extended upon written request to the Executive Director of Human Resources, or their designee, with proof of continued qualifying medical disability. Employees who request such extended leave shall be required to submit a doctor's certificate for each month that the leave is extended to the extent that Family Medical Leave Act and/or New Jersey Family Leave Act time is available. Accumulated sick, vacation, or personal days may be used during any period of leave.

- (C) An employee who indicates a desire to return to employment on or before the expiration date of this 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 of at least one (1) month to the Executive Director of Human Resources, or their designee, indicating their intention to return, providing a certification from their physician stating that the employee is physically fit for duty and is ready to commence working. Failure to give such a notice shall result in a waiver of the right to return.
- (D) With respect to any medical 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) The College shall pay the employee's normal salary provided that an official written record of time served and pay received is submitted to the College for service as juror or as a witness described in paragraph A above.
- (C) In order to be eligible for pay, an employee must also:
1. Notify the appropriate Area Head and supervisor, or their designee, after receipt of notice to report,
 2. Have reported for assigned jury or witness duty, and
 3. Furnish a certificate of completion of jury or witness duty service, as described above, showing the time reported and dismissed on each day for which jury or witness duty is claimed and the amount of all fees received.

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.

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

ARTICLE 27: TUITION BENEFITS

Eligibility for the College's Tuition Waiver and Reimbursement Program shall be allowed based on the following stipulations. A member shall not take courses during a normal workday or part thereof, unless there are extenuating circumstances approved by the appropriate Area Head or Dean.

(A) TUITION WAIVER

I. ELIGIBILITY

- (a) The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse, recognized domestic partner (as defined by the New Jersey Division of Taxation) or dependent child (as defined by IRS Code) accepted for enrollment in a degree program at Essex County College.
 - (b) The College shall provide waiver assistance only to the extent that expenses are not covered by financial aid, discounts, subsidies, grants, scholarships, or other tuition support.
 - (c) The member, spouse, recognized domestic partner (as defined by the New Jersey Division of Taxation), or dependent child shall successfully complete the course to qualify for subsequent waivers. Successful completion shall be defined as receiving a minimum 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 waiver shall be granted to the member for non-credit Continuing Education Unit fundable courses directly related to the employee's job upon availability of space in the course and approval by the Area Head and the Dean of Continuing Education or their designee.

(B) TUITION REIMBURSEMENT

I. ELIGIBILITY

- (a) A member accepted for enrollment or currently enrolled in an initial 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) Tuition Reimbursement is available for employees who receive prior course approval each semester and meet the eligibility and documentation requirements of the Colleges' Tuition Reimbursement policy. Tuition Reimbursement shall not be available for employees seeking to obtain a degree at an already acquired academic level, unless required by the College.
- (c) Member shall be in pay status during the course for which tuition reimbursement is requested.
- (d) Member most recent performance evaluation shall reflect a "meets standards" or higher overall evaluation rating.
- (e) Member shall have a minimum of one year of continuous full-time employment to be eligible for participation.

- (f) Reimbursement under this Article is subject to the College's current Tuition Reimbursement Policy.

II. REIMBURSEMENT

- (a) Member shall be eligible to request tuition reimbursement for a maximum of twenty four (24) credit hours in a Bachelor degree program or eighteen (18) credit hours in a Master or Doctoral degree program, per fiscal year (July 1 through June 30).
- (b) Reimbursement shall be restricted to courses necessary to earn an initial Bachelor, Master, or Doctoral degree, unless otherwise approved by the Area Head and the President of the College.
- (c) Member shall successfully complete the course to qualify for tuition reimbursement. Successful completion shall be defined as receiving a minimum 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) After all approvals are received, reimbursement application shall be submitted to the Department of Human Resources within 60 days of course completion.

III. REIMBURSABLE COURSES

- (a) The member's selected degree program and course selections each semester shall receive prior approval from the supervisor, Area Head of Academic Affairs or their designee. The decision of the Area Head of Academic Affairs or their designee is final, binding, and not subject to the grievance procedure.
- (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) 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) A member, who resigns from the College within two years from the date of completing courses for which the College made tuition reimbursement payments, shall repay the College as described in the Tuition Reimbursement Agreement.

ARTICLE 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 \$500 per contract year. Such reimbursement may include eyeglasses prescribed and purchased as a result of an eligible vision examination, unreimbursed prescriptions and medical expenses, within the \$500 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 Executive Director of Human Resources or their designee, applicable physical or laboratory bills, with member's name, date and procedure, and statement of benefits from primary carrier and major medical carrier. All claims for the preceding contract year shall be submitted once between July 1 and July 31 of the next contract year. 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 subject to the operational needs of the College, providing such priority does not violate any existing current or future collective bargaining agreement. Such assignments shall not exceed a total of 4.5 contact hours during a semester or term. Assignment shall be made only in those instances where the individual has been certified by the appropriate Dean, or their designee, as qualified to teach such a course, and the unit member has received approval from the Area Head and the VP-Academic Affairs/Chief Academic Officer, or their designee. Compensation for such course assignments shall be at the appropriate overload rate.

ARTICLE 31: DEDUCTIONS FOR ASSOCIATION DUES

- (A) Any member of the negotiating unit may, at any time, sign and deliver to the Executive Director of Human Resources or their designee an authorization for deduction of dues of the Association. Such authorization shall continue in effect until it is formally revoked, in writing, to the Executive Director of Human Resources, or their designee, and will be effective on the next January 1 or July 1 following receipt of such notice by the College.
- (B) Deduction of membership dues from each unit member's regular paycheck shall be made during the period of September 1 through June 30 of each year to coincide with the billing calendar set forth by the New Jersey Education Association ("NJEA"). The College shall remit all monies based on NJEA requirements. Once the funds are remitted, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the NJEA.
- (C) The Association shall certify to the College in writing the current rate of its Association dues. Should the Association change the rate of its Association dues, it shall give the Executive Director of Human Resources, or their designee, written notice thirty (30) days prior to the effective date of such change.
- (D) It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the College harmless from any claims, actions, or proceedings, by any employee arising from deductions made by the College hereunder.
- (E) The Association shall waive all right and claim against the College for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.
- (F) Any member of the bargaining unit choosing not to become a member of the Association may revoke such authorization for deduction of dues by providing written notice to the Executive Director of Human Resources or their designee during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction fees, the

Executive Director of Human Resources or their designee shall provide notice to the Association of the employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of the Association fees shall be effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the WDEA.

- (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 RIF 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 and granted an interview. Such consideration shall include, but not be limited to, the opportunity to apply and, where applicable, be considered based upon the individual's relative qualifications. 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 \$2,000, over and above the negotiation percentage increase.

Reclassification from II to III shall be compensated by a salary increase of no less than \$3,000 over and above the negotiation percentage increase.

Reclassification from III to IV shall be compensated by a salary increase of no less than \$3,500 over and above the negotiation percentage increase.

There shall be no downward reclassifications.

ARTICLE 35: 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 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.
 - (h) Timely completion of all mandated College trainings by December 31st of the year prior to the merit application deadline.

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. However, the College reserves the right to modify or withhold funding for the merit increases to avoid and/or mitigate a fiscal exigency being declared by the Board of Trustees.

ARTICLE 36: RESIGNATION

- (A) When voluntarily resigning from employment, all bargaining unit members shall give ten (10) working days' notice of resignation.
- (B) All such notices shall be in writing and directed to the supervisor and Area Head, or their respective designees, with a copy to the Executive Director of Human Resources or their designee.
- (C) Any individual's resignation shall be subject to an exit conference with the Executive Director of Human Resources or their 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.
- (E) In any instance of separation from the College for any reason, the Employee shall be required to return all College property on or before their last day of employment, including but not limited to computers, phones, keys, etc. The Employee will be responsible for reimbursing the College for any items or property not returned at the end of their last day of employment, in addition to any applicable tuition reimbursement as required herein.

ARTICLE 37: LONGEVITY

- (A) Effective July 1, 2004, a unit member with five (5) years of service shall receive a \$750 base salary increase on July 1 of the 6th year; a unit member with ten (10) years of service shall receive a \$500 base salary increase on July 1 of the 11th year of service; a unit member with fifteen (15) years or more of service shall receive a \$300 base salary increase.

ARTICLE 38: SALARY

(A) SALARY

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

- a. Effective July 1, 2024, the base salary of each eligible unit member shall be increased by 4% for contract year 2024-2025.
- b. Effective July 1, for contract year 2025-2026, the base salary of each eligible unit member shall be increased by 3.0%.
- c. Effective July 1, for contract year 2026-2027, the base salary of each eligible unit member shall be increased by 3.0%.
- d. Effective July 1, for contract year 2027-2028, the base salary of each eligible unit member shall be increased by 2.5%.

ARTICLE 39: 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 unless otherwise waived by the Parties. All other provisions of this Agreement shall continue in effect.

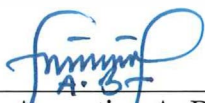
ARTICLE 40: DURATION

The Agreement shall become effective July 1, 2024 and shall remain in full force and effect for a period of four (4) years until 12:00 midnight, June 30, 2028.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 19th day of November 2024

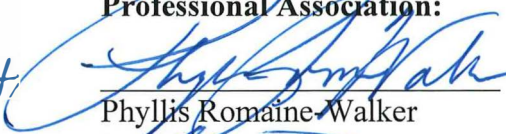
For Essex County College:

**For Essex County College
Professional Association:**




Dr. Augustine A. Boakye
President

11/19/24
Date



Phyllis Romaine Walker
President

11/19/2024
Date



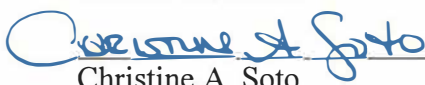
Shunda Williams
Executive Director
Human Resources

11/19/24
Date



Sanja Dizdarevic
Vice-President

11/19/2024
Date



Christine A. Soto
General Counsel
Office of the General Counsel

11-19-24
Date



Renae Brown
Treasurer

11/19/2024
Date

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 1	\$38,000.00
Level 2	\$42,000.00
Level 3	\$52,000.00
Level 4	\$55,000.00

APPENDIX B: TITLES ALPHABETICAL LISTING

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

LEVEL I – \$ 38,000 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 – \$ 42,000 Minimum

Accountant - General Ledger *	Coordinator - Team Program *
Admissions Officer / Recruiter	Coordinator - WISE
Advisor - College Placement	Engineer - Technical Support
Advisor - EOF *	Graphic Artist
Advisor - Retention & Academic *	Job Developer *
Assistant - Financial Operations	Manager - Operations *
Assistant - Registrar	Network Administrator
Assistant Bursar *	Network Engineer *
Buyer	Officer - Accounts Receivable
Coordinator *	Officer - Disbursement *
Coordinator - Admissions Services	Officer - Financial Affairs
Coordinator - Bloomberg Lab *	Officer - Financial Aid *
Coordinator - Career Resources *	Program Coordinator *
Coordinator - College Success *	Program Coordinator - Corporate & Business Training *
Coordinator - Computer Lab *	Program Coordinator - DYFS
Coordinator - Computer Systems	Program Coordinator - Student Services
Coordinator - Curriculum and Scheduling *	Program Coordinator - WEC *
Coordinator - English *	Project Analyst
Coordinator - Extension Programs	Project Leader *
Coordinator - Family Engagement *	Recruiter *
Coordinator - Financial Aid Student Services *	Specialist - Assessment
Coordinator - Gateway to College	Specialist - Faculty
Coordinator - Help Desk *	Specialist – Laboratory *
Coordinator - Laboratory *	Specialist - Marketing / Publication & Advertising
Coordinator - Math *	Student Advisor and Mentor *
Coordinator - Non Credit	Supervisor - Building Services *
Coordinator - Office / IT Services *	Supervisor - PEB Operations
Coordinator - Reentry Program	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 – \$ 52,000 Minimum

Accountant - General Ledger *
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 – \$ 55,000 Minimum

Assistant Director - Academic Assessment
Assistant Director - Award Reconciliation *
Assistant Director - CAS
Assistant Director - Development
Assistant Director - Educational & Computer Technologies
Assistant Director - Enrollment Services/WEC/Express *
Assistant Director - Financial Aid *
Assistant Director - Marketing
Assistant Director – Purchasing *
Assistant Director – Registrar
Assistant Director - Training Inc. *
Assistant Director - Welcome Center *
Manager - Building Services *
Manager - Physical Plant *
Specialist - Retention

* Denotes Encumbered Position Titles

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