

**ESSEX COUNTY COLLEGE
FRATERNAL ORDER OF POLICE
LODGE No. 99**



**AGREEMENT BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES AND
ESSEX COUNTY COLLEGE FRATERNAL ORDER OF
POLICE LODGE No. 99**

JULY 1, 2024 THROUGH JUNE 30, 2028

COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2024 THROUGH JUNE 30, 2028
BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND
ESSEX COUNTY COLLEGE
FRATERNAL ORDER OF POLICE LODGE No. 99

COLLEGE BOARD OF TRUSTEES

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

COLLEGE PRESIDENT

DR. AUGUSTINE A. BOAKYE

ASSOCIATION EXECUTIVE BOARD

SGT. KEVIN PEBBLES, PRESIDENT / CO-TREASURER
OFFICER ASWAD DEBRUHL, VICE PRESIDENT

ASSOCIATION PAST PRESIDENTS

_____, _____
1996 – 2001, KIM WALLACE

1995 - 1996, PRESTON FLETCHER
1993 – 1995, ANDRE GILLIS

MAIN CAMPUS
303 UNIVERSITY AVENUE
NEWARK, NJ 07102

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

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PREAMBLE

This Agreement made by and between the Board of Trustees of Essex County College, a non-profit educational institution in the City of Newark (hereinafter referred to as the "Board" or "College"), and the Fraternal Order of Police Lodge No. 99 of Essex County College (hereinafter referred to as the "Association").

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

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

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

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

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

The Board of Trustees of the Essex County College hereby recognizes the Essex County College Fraternal Order of Police Lodge No. 99 as the exclusive bargaining representative as designated in Chapter 303, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 1974, for all Regular Full-Time Employees and Part-Time Employees as defined in Article 2 herein or as otherwise defined as being included pursuant to the Workplace Democracy Enhancement Act N.J.S.A. 34:13A-5.11, et seq ("WDEA"), employed by Essex County College in job titles listed in Appendix A and all other similar job classifications which may be added during the contract term.

B. EXCLUDED

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

C. SUBSEQUENT CLASSIFICATIONS

1. The College shall have the initial right to determine whether any other job title, classification or category shall be included or excluded from the bargaining unit as defined by the Agreement. Should the Association protest this inclusion or exclusion, the parties shall meet in an attempt to resolve this dispute. Either party may submit the matter to the Public Employment Relations Commission ("PERC") for a unit clarification in accordance with its rules and regulations.
2. Pending a resolution of the dispute, the College shall be free to unilaterally determine the rate of pay, hours of work and other terms and conditions of employment for the disputed classification.
3. Any such dispute shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE 2: DEFINITIONS

- A. The term "Board" as used in this Agreement shall refer to the Board of Trustees of Essex County College.
- B. The term "College" as used in this Agreement shall refer to Essex County College.
- C. The term "Association" as used in this Agreement shall refer to Fraternal Order of Police "F.O.P. Lodge No. 99".

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- D. The term "Officer" shall refer to all employees defined in Appendix A.
- E. The term "Negotiating Unit" or "Appropriate Bargaining Unit" shall refer to that as defined in Article 1 of this Agreement.
- F. The words "Employee" or "Employees" 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 A.
- G. The term "Regular Full-Time Staff Employee" shall refer to those non-probationary employees who are employed for an indefinite period and work a forty (40) hour week. Such employees are entitled, where eligible, to all fringe benefits provided herein.
- H. The term "Part-Time Employee" shall refer to those employees working 24 hours or less per week, but not less than (4) hours per week over a period of 90 days. Part-Time Employees shall remain "at will" employees. Such employees are not entitled and/or eligible to the fringe benefits provided herein.
- I. The term "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months, or for the periods of a Regular Full-Time Employee's leave as provided in the contract, and who, at the time of hire, are given a specific termination date. The College may extend the three (3) month period for one (1) additional three (3) month period for a maximum period of six (6) months. Thereafter, the employee shall be informed whether they will be terminated or become a Regular Full-Time Staff Employee. Such employees shall remain "at will" employees and are not entitled and/or eligible to the fringe benefits provided herein.
- J. The letters "F.O.P." within the Essex County College community shall be used only to refer to Lodge No. 99 of Essex County College.
- K. The term "grievance" shall mean any dispute concerning the interpretation, application or alleged violation of any specific written provision of this Agreement or any policy, agreement, including but not limited to disciplinary matters or decisions affecting terms and conditions of employment covered by this Agreement pursuant to the grievance procedure contained herein.
- L. The term "grievant" shall mean an employee of the College who is a member of the bargaining unit or a group of employees of the College who are members of the bargaining unit engaging in the grievance procedure contained herein.

ARTICLE 3: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Association and the Board agree to conduct negotiations in as professional and informal way as possible and in accordance with Chapter 303, Public Law of New Jersey, 1968, as

amended by Chapter 123, Public Law 1974. These negotiations shall be on 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 15th of the date preceding the date that this Agreement expires to state to the other party its intention to initiate negotiations over a successor agreement.
- C. The parties shall make a good faith effort to exchange proposals and negotiations shall commence not later than December 15th of the date preceding the date of this Agreement's expiration, unless extended by mutual agreement of the parties. Each party shall be entitled, during negotiations, to make counter-proposals at any time subsequent to these dates.
- D. Any agreement so negotiated shall be reduced to writing and signed by both parties. It shall be presented to the Board of Trustees and to the Association for ratification.

ARTICLE 4: SCOPE OF AGREEMENT

- A. The Board and the Association acknowledge that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all terms and conditions of employment. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties, after the exercise of that right, are set forth in this Agreement.
- B. The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter 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 exercised by both parties.

ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The College agrees to furnish the Association the following information upon request:
 - (1) Directory (in current form) of all personnel in the unit. The College shall notify the Association of new employees and their job titles by giving it a quarterly list of the same.
 - (2) Updates and changes in the College Regulations as they are adopted.
 - (3) Prior to the commencement of negotiations and for use during negotiations, the current title and salary of each employee in the negotiating unit.

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- (4) Job opportunities within the College, including title and minimum salary, prior to closing date for receipt of applications and in accordance with applicable College regulations. Job descriptions shall be available on request from the Department of Human Resources.
- (5) All employee information in accordance with the WDEA.
- B. Duly authorized representatives of the Fraternal Order of Police Lodge No. 99, as certified by the Executive Director of Human Resources or their designee and by the President of the Fraternal Order of Police Lodge No. 99 and who are employed at the College, shall be permitted time to transact Official Fraternal Order of Police Lodge No. 99 business on College property so long as it is on non-work time (such as "meal" time) and so long as there shall be no interruption with normal College operations or student activities, and so long as there is no interference with the work time of other members of the bargaining unit. "Official Fraternal Order of Police Lodge No. 99 Business" shall include the right to meet with individual employees and conduct meetings with newly hired employees as set forth in the WDEA.
- C.
- (1) The Association shall have the right to post notices concerning official Association business on a designated Bulletin Board.
- (2) A copy of any material to be posted shall be made available for prior inspection by the Department Head or their designee, who shall have the right to disapprove the posting of that material and limit to the posting duration. The Association shall have the ability to report with prior approval from the Department Head or their designee.
- (3) Any item posted shall indicate the person responsible for posting of the item. All items so posted shall be the responsibility of the Association.
- (4) The material posted shall be in good taste and, no material, notices, or announcements which violate the provisions of this section shall be posted, and if posted, shall be removed immediately.
- D. Whenever the College feels it necessary to conduct a negotiating session, conference, or meeting, during the normal work hours, and the attendance of a member of the bargaining unit is required, said individual shall suffer no loss of pay. There shall be no compensation for negotiations or any other conference or meeting held at any other time. The College shall have the right to unilaterally establish negotiating sessions during working hours.
- E. What is contained in this Agreement shall be for the exclusive use of the Association.
- F. The Executive Committee, to a maximum of three (3) employees, may be granted up to one (1) hour per month for the purpose of conducting meetings during work hours so long as approval is received from the appropriate Department Head or their designees. One (1) hour per month between the hours of 9:00 a.m. and 4:00 p.m. shall be reserved for the conduct of

Association business including Association meetings, so long as this is consistent with the needs of the College and approved by the Department Head or their designee. Every effort shall be made to relieve members of their responsibilities during this one-hour period with the understanding that should the needs of the College dictate, unit members may be called from this activity or meeting to perform services for the College. The Association shall communicate its desire to the Department Head or their designees to reserve this one-hour at least one week in advance. The Department Head or designee shall have the right to request that the one-hour period be changed should it interfere with College operations.

- G. The Fraternal Order of Police Lodge No. 99 shall have the right to use the email systems of the College to communicate with Fraternal Order of the Police Lodge No. 99 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 Association agrees to abide by the College's computer usage policies in effect when utilizing the College's network for permissive interactions with union members and their respective representative.

ARTICLE 6 BOARD RIGHTS

- A. Notwithstanding any provision of this Agreement, the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and all local, state and federal laws.
- B. The Board retains all rights of management and control of the College and any of the rights, powers, and/or authority the Board previously enjoyed or exercised are retained by the Board and may be exercised without proper notice or consultation with the Association except those specifically abridged or modified by this Agreement.
- C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours, consistent with the terms of this Agreement and Public Law 303, New Jersey Laws, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 1974.
- D. Notwithstanding any provision of this Agreement, where it is in conflict with the federal laws or laws of the State of New Jersey, such law shall prevail.

ARTICLE 7 GRIEVANCE PROCEDURE

- A. This Grievance Procedure shall be in full effect for the period covered by this Agreement and until a successor Agreement is negotiated and ratified by the parties.
- B. The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the College 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

To initiate the filing of a formal grievance, the grievant must first informally discuss the matter with their Supervisor, Department Head, or their designee, or Area Head or their designee with the objective of resolving the matter informally, but in no event later than ten (10) working days after the grievant's presumed knowledge of the act or conditions upon which the grievance is based. Alternatively, should an employee feel uncomfortable discussing the matter with their Supervisor, Department Head and Area Head, or their respective designees, and/or the underlying grievance involves the Supervisor Department Head and/or Area Head, or their respective designees directly, the grievant may elevate their matter directly to Level Two.

D. FORMAL PROCEDURE – LEVEL TWO

If the matter is not resolved at Level One, the grievant may advance their Grievance by having the Association submit a written grievance on their behalf. This written grievance shall be submitted no later than ten (10) working days after the grievant has initiated the procedure outlined in C. above but in no event later than thirty (30) calendar days after the act or condition upon which the grievance is based.

Step I: The grievance shall be filed in writing with the Executive Director of Human Resources or their designee. The forms utilized to report and file the grievance shall be mutually agreed upon by the College and the Association.

Within ten (10) working days of the receipt of written grievance, the grievant, and a representative of the Association, and the appropriate administrator, shall meet with the Executive Director of Human Resources, and/or their designee for the purpose of resolving the grievance. Within ten (10) working days after the above mentioned meeting, the Executive Director of Human Resources or their designee shall provide an answer in writing to the grievant and the Association. A copy of this answer shall be sent, via electronic mail, regular mail or College interoffice mail.

Step II: If the grievant is not satisfied with the disposition of this grievance at Level Two, Step I, then within ten (10) working days after receipt of the answer by the Association, the grievant 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 designee, the grievant, and a representative of the Association, shall meet with the Executive Director of Human Resources and the President, and/or their respective designees for the purpose of resolving the grievance. Within ten (10) working days following that meeting, the President or designee shall give an answer in writing to the grievant and the Association. A copy of this answer shall be sent via electronic mail, regular mail or College interoffice mail.

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

Within thirty (30) working days from the date of filing of the grievance with the Board, the Board through its duly designated representatives shall meet with the grievant, the appropriate administrator(s), and a representative of the Administrative Association who is a member of the unit in an effort to resolve the grievance. At the sole discretion of the Board, this meeting may be deferred until the next regularly scheduled meeting of the Personnel Committee of the Board.

The Board shall designate the time and place of the meeting. The Board shall state its disposition of the grievance in writing within twenty (20) working days of said meeting. The answer shall be presented to the Grievance Chairperson or, if absent, any officer of the Association

Step IV: If the grievant is not satisfied with disposition of the grievance at Level Two, Step III, then within ten (10) working days from the date of the Board's decision, the grievant may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing a request to PERC within fifteen (15) working days after receipt of the Board's decision. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

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's decision shall cover only the particular issue(s) necessary to resolve the particular grievance without recommendation or comment on other matters. The authority of the arbitrator shall be limited to interpreting and applying the 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 regarding the specific grievance.

All exclusions from the Grievance Procedure as provided herein shall remain in effect for the duration of this Agreement.

The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

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

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- E. 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.
- F. 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.
- G. The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the procedure may be extended by written agreement between the parties or their designees.
- H. Failure by the grievant/Association at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- I. Failure of the employer to submit a written disposition within the prescribed time limits shall be considered a denial and will allow the grievance to proceed to the next step.
- J. 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.
1. Matters involving the sole discretion of the Board.
 2. Any question concerning the duration of this Agreement.
 3. Any matter where the Board is without the expressed or implied authority to act.
 4. Any action of the Board which is prescribed by law.
 5. Any action by the College under Article 8 of this Agreement shall be excluded from the arbitration procedure only.
 6. Any other action taken by the College pursuant to this Agreement, where explicitly provided.
- K. 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.
- L. 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.
- M. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

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- N. It is agreed that all parties involved in the grievance proceedings shall make available, upon request, all relevant documents and materials pertinent to the processing of the grievance.
- O. If any employee covered by this Agreement has a complaint which the employee wishes to discuss with the supervisor, the employee is free to do so without recourse to the Grievance Procedure.
- P. A grievance may be withdrawn by the grievant or the Association at any level. However, a grievance may continue to be processed as a grievance of the Association if it affects the welfare of the members.
- Q. 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 referenced herein. All parties to this Agreement do hereby covenant and agree that any grievance proceedings shall be kept as confidential and as informal as is appropriate.

ARTICLE 8 PERSONNEL FILE

- A. Each member of the bargaining unit shall have on file in the Office of the Executive Director of Human Resources a personnel file. This file shall be considered the official personnel file for the member of the unit.
- B. Upon written notice of at least one (1) day to the Human Resources Department, the personnel file shall be open to the member of the negotiating unit in a specified location in the Department of Human Resources on a working day, between the hours of 9:00 a.m. to 3:00 p.m. upon the signature of the member of the unit requesting to see the personnel file. The time for review shall be kept to an absolute minimum, but in any event, not exceeds sixty (60) minutes. The following material contained in the personnel file shall not be made available to the individual:
- (1) Character and job references from outside sources.
 - (2) Placement records which contain references from outside sources.
 - (3) Transcripts restricted by the sending institution.
 - (4) Other confidential references or confidential information obtained from outside the College.
- C. No document (other than those of a confidential nature mentioned above), which is derogatory to the employee's conduct, service, character or personality, shall be inserted in the individual member's personnel file without prior written notification, which shall be accomplished by personal service or mailing a copy of the information to the employee's listed address by certified mail. The individual member shall have the right to respond to any non-confidential document within ten (10) days from its placement in the member's file.

Acknowledgement that the employee had the opportunity to review the material shall be by affixing the member's signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The above shall apply both with respect to those who are employed and those who have since left the employ of the College.

- D. The Executive Director of Human Resources shall be responsible for the safekeeping of all personnel files. Files shall not be removed from the secure area designated by the Executive Director of Human Resources.
- E. Consistent with the requirements of B. above, an individual may make one (1) copy of each item contained in the member's file that is not restricted by B.(1) - B.(4) above. Such copies shall be made by the Human Resources Department at no cost to the employee the first time during the year that such a request is made.
- F. Upon written notice of at least one (1) day to the Public Safety Department, the Internal Affairs file belonging to the requesting member of the negotiating unit shall be open to the member in a specified location in the Public Safety Department on a working day, between the house of 9::00am to 3:00pm upon the signature of the member of the unit requesting to see the file. The time for review shall be kept to an absolute minimum, but in any event, not exceeds sixty (60) minutes. The individual member shall have the right to respond to any non-confidential document within ten (10) days from its placement in the member's file. Acknowledgment that the employee had the opportunity to review the material shall be by affixing the member's signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof.

ARTICLE 9 JOB DESCRIPTION

- A. There shall be a job description in the Department of Human Resources for each position held by a member of the unit. Copies of current job descriptions may be obtained from the Department of Human Resources.
- B. The development of these descriptions shall be the responsibility of the College and further, the College shall have the right to change job descriptions so long as the change is not inconsistent with the terms of this Agreement.
- C. The Association President shall be provided with a job description for each bargaining unit title upon request. If a job description is changed or a title changed, the Association President shall be provided with a copy of the change in job description or title.

ARTICLE 10 AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

The College agrees to adhere to all federal and state statutes and regulations concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the College and the Association in a manner which is

not discriminatory. As per the College Regulation regarding Affirmative Action, any complaint of discrimination should be filed with the appropriate agency (Division on Civil Rights, EEOC).

ARTICLE 11 PROBATIONARY PERIOD

- A. Newly appointed law enforcement officers, whether or not previously employed by the College in a different capacity, shall be deemed probationary employees provided by law and shall be subject to a probationary period of one (1) year commencing with the first day of their appointment. All other unit members shall be subject to the College's 90-day probationary period for new hires. Probationary employees shall be considered an "employee at will" until/unless the employee has satisfied their entire probationary period.
- B. Notwithstanding any other provisions of this Agreement, the College may at any time during or at the end of the period, terminate such probationary employee and such action shall not be made the subject matter of any grievance by the employee or the Association.
- C. Days lost from work shall not be considered in computing their probationary period, unless otherwise provided by law.

ARTICLE 12 WORK WEEK

- A. The normal work week for all full-time employees shall be forty (40) hours, over a period of five (5) days in a work week. Employees are on active duty for the entire period of the shift.

The normal work shifts are as follows:

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| First Shift | – 11:00 p.m. to 7:00 a.m. |
| Second Shift | – 7:00 a.m. to 3:00 p.m. |
| Third Shift | – 3:00 p.m. to 11:00 p.m. |

- B. Other work schedules may be assigned based on the operational needs of the College. The work day shall include a thirty (30) minute meal period. Employees agree to cooperate with their superiors when work needs to be completed during this time period.
- C. When an officer works an entire shift, other than the regular assigned shift, the officer shall be paid at the shift differential rate of that shift.

ARTICLE 13 OVERTIME

- A. Time and one-half of the employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of forty (40) hours for all employees. The work week shall be computed from 12:01 a.m. on Sunday to 12:00 midnight on Saturday.
- B. The scheduling of all working hours including overtime shall be within the sole discretion of the College. Officers are expected to work any overtime requested. No overtime shall be

paid unless the work has been specifically authorized by the Department Head or their designee prior to the performance of said overtime.

- C. Only time actually worked shall be considered as part of the full-time work week for the purpose of calculating overtime. Holidays, vacation days, and personal days with pay shall be considered as part of the regular work week for the purpose of computing overtime pay.
- D. The Department Head or their designee shall have the right to schedule overtime in accordance with the best interests of the operation of the department and the needs of the College. Overtime and special events shall be offered to Employees at the discretion of the Department Head or designee.
- E. An off-duty Police Officer required to report to duty or required to appear in court shall be paid a minimum of four (4) hours, regardless of whether the member works or stays in court the entire four (4) hours.
- F. In the event the College is host to any type of special event (i.e. Concerts, Plays, Seminars, etc.), and it requires public safety, bargaining unit members shall receive first priority to work.

ARTICLE 14 TIME CLOCK

- A. Employees shall be required to clock in and clock out using the College's current time and attendance system on a daily basis as a condition of payment for that day.
- B. Where an employee recognizes an error with their time (i.e., failure to clock in/out), the employee shall meet with the immediate supervisor as soon as practical, but in no event later than the current pay period.
- C. The parties recognize that employees must clock in and out in order to accurately record time worked. No employee may clock in or out for another employee. Any employee who fails to follow these rules, or who tampers with the College's time and attendance device or system, shall be subject to discipline, up to and including termination. Failure to clock in and out may result in docking of the employee's pay in accordance with College Procedure.
- D. An appeal for employees who have failed to follow the College's Regulation related to Time and Attendance Reporting, is as follows:
 - (1) An employee may appeal the loss of a day's pay if the employee can demonstrate that special or extenuating circumstances have prevented the employee from satisfying the requirements of the College's Regulation related to Time and Attendance.
 - (2) The employee must prepare a written statement within five (5) days of receiving a memorandum of time and attendance adjustment. The employee's statement must be received and approved by each level of Management within the following time limits:

- a. Immediate Supervisor - two (2) days of receipt from employee.
- b. Area Head - two (2) days of receipt from immediate supervisor.
- c. Executive Director of Human Resources - five (5) days from date filed by employee.

(3) If the Executive Director of Human Resources agrees with the employee's statement, the day's wages shall be restored. If the Executive Director of Human Resources does not agree, then the employee shall not be paid for the time in question, and the employee shall receive a warning.

E. Any dispute under this Article shall be subject to the Grievance Procedure contained in Article 7.

ARTICLE 15 VACATIONS

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

| <u>Period of Continuous Employment</u> | <u>Length of Vacation</u> |
|--|---|
| 0 years to 2 years | 1 working day vacation per month of service or 12 vacation days per year |
| 2 years + 1 day to 5 years | 1-1/4 working days vacation per month of service or 15 vacation days per year |
| 5 years + 1 day to 10 years | 1-1/2 working days vacation per month of service or 18 vacation days per year |
| 10 years + 1 day to 15 years | 1-3/4 working days vacation per month of service or 21 vacation days per year |
| After 15 years | 2 working days vacation per month of service or 24 vacation days per year |

B. Probationary employees shall be entitled to utilize any and all accrued vacation upon completion of their 90-day probationary period.

C. Vacation pay will be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

- (1) There shall be no accrual of vacation time from fiscal year to year. Vacation time must be taken in the fiscal year earned or be lost.
- (2) All unit members who have been prohibited from taking vacation time shall be reimbursed at year's end for all those days which were prohibited; the value of the days for reimbursement shall correspond to the value of the day when earned. The

Department Head or designee must notify the President of the College, in writing, that a vacation request has been denied by May 31 of each year.

- (3) Employees' annual vacation shall be available in full at the beginning of each July or on a pro-rata basis at the beginning of the individual's employment. However, those separating from service prior to the completion of each June shall only be entitled to a pro rata share of the annual vacation. If the days used exceeds the time accrued at the date of separation, the value of the excess days shall be deducted from the employee's final pay or reimbursed to the College by the individual if the final pay is insufficient.
- D. To be eligible for vacation based upon a month of service as provided above, the employee shall not have been absent from work more than three (3) unexcused working days in said month.
- E. The Department Head shall have the right to schedule vacations throughout the entire year in accordance with the best interests of the operation of the department and the needs of the College. Vacation request must be submitted in writing at least three (3) weeks in advance and be approved by the Department Head or their designee. Requests for any unused accrued vacation must be submitted by May 1st of the current contract year so the department will have ample time to schedule and staff the needs of the department for the remainder of the contract year. Requests received by May 1st shall be posted by May 30th for the current year. A single vacation request for 10 days or more require approval by the Department Head and by the respective Area Head, or their designees. Such approval shall not unreasonably be withheld if the operations of the department shall not be impaired.
- F. Eligible employees must submit a written request for the preferred time off to the Department Head at least three (3) weeks in advance and no later than May 1st and shall receive a written confirmation or denial within (5) working days of the request from the Department Head or their designee.
- G. Vacation requests shall be considered based upon the rank of seniority of the requesting employee. However, seniority will be forfeited if requests are not submitted by May 1st. The selection process shall prevail until all employees in the bargaining unit have made their initial selections.
- H. There shall be posted in the department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided prior notice is reasonably given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed. The College will indicate on the schedule the number of employees in each classification it can spare at any time during the vacation season.

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- I. No part of an employee's scheduled vacation may be changed to sick leave unless specifically approved, in writing, by the Department of Human Resources or their designee pursuant to Article 16.

ARTICLE 16 SICK LEAVE

- A. Sick benefits are provided by the College for the benefit of an eligible employee in times of illness. They are a form of insurance so that when the employee is ill, benefits can be drawn upon to offset the loss of wages. As such, accumulated sick leave is not reimbursable under any conditions.
- B. Sick leave shall accrue to employees commencing with the first month of service. Probationary employees will become eligible to utilize accrued sick leave after 90-days. All full-time regular employees with one or more years of service shall accrue sick leave at the rate of one day for each month of service. Regular part-time employees shall earn sick leave on a pro-rata basis.
- C. In the event the employee does not take any sick leave during the employee's anniversary year, the employee shall be granted one additional personal day to be used during the following anniversary year.
- D. A certification from an employee's doctor shall be required to verify absences in excess of three (3) consecutive days. Also, employees must notify their Department Head or designee not later than two (2) hours before the beginning of their scheduled shift when they shall be absent due to illness. Failure to do so shall result in Absent Without Official Leave (AWOL) status. If an employee is determined to be AWOL, that employee shall not receive any compensation from the College during that period of time.
- E. To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination at no cost to the employee to determine the employee's fitness for duty. The employee shall not lose time off from work for such examination if the employee is determined to be able to return to work.
- F. In case of extended illness, earned vacation time may be substituted for sick leave. Unused sick leave, however, may not be converted to overextended vacation leave.
- G. General holidays observed by the College occurring during an employee's sick leave shall not be charged as a sick day against the employee provided the employee is not on unpaid leave.
- H. A certification from the employee's doctor shall be required prior to payment to verify three (3) or more consecutive days of sick leave absence. In addition, no payment shall be made for absences of employees the day before or after a holiday, a long weekend or an employee's vacation period, unless a doctor's certification is provided attesting to the employee's illness. Proof of illness must be presented to the Human Resources Department on the day of receipt of said certificate as a condition of payment. This provision shall also

apply to absences due to illness of immediate family members residing in the same household.

- I. Disciplinary action shall be taken upon a pattern of and/or abuse of sick leave.

ARTICLE 17 SICK LEAVE BANK

- A. The College shall establish an emergency Sick Leave Bank to be administered jointly by the parties through the Department of Human Resources and the President of the Association.
- B. The College shall contribute into this Bank three and one half (3 1/2) days of sick leave per member of the bargaining unit at the beginning of each year to the Agreement. These days shall 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 and approval is obtained from the President of the Association and the President of the College.
- C. Application for such benefits shall be made to the Department of Human Resources and President of the Association or their respective designees by a mutually agreed upon form developed by the parties. Such application shall be accompanied by a doctor's certification providing adequate information pertaining to the employee's expected length of disability and the nature of the illness.
- D. Subsequent application for the same illness must meet the same preconditions as the initial application. However, an employee may only submit an application for sick bank benefits one (1) time per contract year for a maximum award of twenty-five (25) days per contract year.
- E. Days dispensed to the applicant are 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, continuous 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 or accrued personal days, sick days, and vacation days have been exhausted.
 - (4) The illness or disability is not covered by any long or short term disability plan.
- F. If the final sick bank grant exceeds the number of days needed by the individual to bring an account to zero, as of the first of the month following the date of return from illness, the excess days shall be deducted from the individual's account and returned to the sick bank

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- G. If the President of the College and the President of the Association cannot agree as to the dispensing of days, the application shall be referred to the Office of the President for a final decision. The College President's decision is final and binding and shall not be made subject to the Grievance Procedure
- H. The benefits as provided in this Agreement shall not accrue to or be available to any member of the unit upon termination or resignation of employment.
- I. An accounting of the days available shall be given to the President of the Association in August of each year of this Agreement.

ARTICLE 18 HOLIDAYS

- A. The College shall grant members of the bargaining unit and those covered by this Agreement the following holidays off with the employees' regular hourly rate:
- New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Juneteenth
 - Labor Day
 - Columbus Day/Indigenous Peoples Day
 - Thanksgiving Day
 - Thanksgiving Friday
 - Christmas Eve
 - Christmas Day
 - Work days between Christmas and New Year's Day
 - Employee's Birthday or a substitute day mutually agreed upon by the Department Head and employee, occurring within fifteen (15) working days of the birthday.
 - All other holidays officially declared by the College, including but not limited to Juneteenth. An announcement shall be made at the beginning of the academic year indicating the specific day each holiday will be observed for that year.
- B. If the holiday occurs on a day when an employee is not scheduled to work, the employee shall receive an additional day off as scheduled by the Department Head.
- C. To be eligible for holiday pay the employee must work the day before and the day after the holiday.

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- D. Holidays officially declared by the College, the period between December 26 and December 31 and any snow closing days actually worked, shall be paid at the overtime rate for the time actually worked.
 - E. During college closings for fiscal reasons of up to and including ten (10) days, employees may elect to use vacation or personal days to continue pay.

ARTICLE 19 COLLEGE CLOSINGS

- A. It is understood that the College has the right to close the institution at any time. The College shall advise the Association of its intention to close at least one (1) month in advance, except in cases of emergency. The College may require the use of vacation time or personal days by those employees who wish to be paid for up to ten (10) closing days per year. It is understood that during a period of closings certain employees may be required to work where the College determines it is necessary for the institution.
- B. Employees shall not be excused from reporting to work on occasions such as school closings due to weather, or any other emergency closing.

ARTICLE 20 LEAVE OF ABSENCE

- A. A leave of absence without pay for just cause may be granted at the discretion of the Executive Director of Human Resources or their designee upon recommendation by the Department Head to a member of the unit with one year's service, for a period of up to six (6) months. In certain circumstances, a leave of absence beyond that period may be granted with specific approval of the Department Head, Area Head, Executive Director of Human Resources and the Office of the President or their designee.
- B. All requests for leave of absence without pay must be submitted to the Executive Director of Human Resources or their designee as least three (3) weeks prior to the intended leave, except in an emergency situation where said three (3) weeks notice cannot be given. Under these situations, notice shall be given as soon as possible.
- C. No leave of absence shall be granted to an employee who requests that leave of absence to pursue other employment. If an employee is found to be working outside of the College while on leave of absence during what would be the employee's normal working hours at the College, said employee shall be subject to discipline up to and including termination.
- D. Decisions of the Executive Director of Human Resources or their designee may be taken to the President for final determination if agreement cannot be reached on the merits of requested leaves of absence. Decision by President is final and not subject to the grievance process.
- E. The following shall apply with respect to those employees on leave of absence without pay, including Child Care leave pursuant to Article 21:

(1) PENSION

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- a. All pension contributions of the employee on leave of absence cease following the month in which the leave begins.
 - b. When an employee returns from a leave of absence, the employee may, if desires, purchase credit for pension participation retroactively for the entire period of leave. To accomplish this, special forms must be prepared in the Department of Human Resources.
- (2) LIFE INSURANCE
- a. Depending upon when an employee's leave of absence begins, deductions for the contributory life insurance may have been deducted for that month.
 - b. For the non-contributory life insurance provided by the College, insurance coverage continues in full force for the following approved leaves of absence without pay:
 - i. While an employee is receiving periodic benefits under the Workmen's Compensation Law.
 - ii. While an employee is on Maternity Leave up to one (1) year.
 - iii. While an employee is on leave for any other reason up to ninety-three (93) days.
- (3) MEDICAL COVERAGE
- a. For employees in pay status, coverage shall continue to the end of the third (3rd) month following the month in which an employee'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 beyond the period provided in 3(a) above, by the employee making direct payments to Essex County College via the Department of Human Resources. 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).
- (4) In all cases, the rules and regulations as established under the above-named health insurance, life insurance and pension plans shall govern.
- F. Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor shall the employee continue to accrue seniority. However, there shall be no loss of previously accrued benefits or seniority.
- G. If an employee indicates a desire to return to employment before the expiration date of leave, the employee shall forward a written request to the Executive Human Resources or designee three (3) weeks in advance of the anticipated return date. The approval for such early return shall be made by the Executive Director of Human Resources or designee only if the position is then available and the employee is medically cleared to return to work. Otherwise, the original expiration date shall apply.

ARTICLE 21 CHILD CARE LEAVE**A. CHILD CARE LEAVE**

- (1) Child Care leaves without pay shall be granted by the College without pay to eligible employees who have completed one (1) year or more of continuous full-time service. Generally, this leave shall be six (6) months. If more than a six (6) month period is required, a request for an extension of time may be granted by the Executive Director of Human Resources not to exceed one (1) year.
- (2) Employees shall promptly notify the Executive Director of Human Resources or their designee in writing within three (3) months of their intended use of Child Care Leave, or otherwise as soon as possible and practical if the requested leave was not foreseeable. The notification shall include a doctor's certification giving the anticipated date of birth.
- (3) Leave shall be granted upon written application at least three (3) weeks in advance of said leave.
- (4) Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor continue to accrue seniority. However, there shall be no loss of seniority or accrued benefits (see Article 20).

B. FAMILY AND MEDICAL LEAVE

- (1) 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.
- (2) Employees shall be permitted to work as long as their doctor certifies that they are physically able to do so, and so long as they satisfactorily perform their assigned jobs. The College reserves the right to have the employee examined by the College-designated physician at no cost to the employee.
- (3) Accumulated sick , vacation, or personal days may be used during this Leave.

- C. Employees who indicate a desire to return to employment on or before the expiration date of leave shall be reinstated to their former positions or to positions, of like status and pay, provided such employment is available, without loss of benefits or service credit provided that they give reasonable notice (at least one [1] month) to the Department of Human of their

intention to return, and provide certification from their physicians to the effect that they are physically fit and ready to commence working.

- D. Failure to give such a notice shall result in a waiver of the right to return.
- E. With respect to any leave under this Article, the College at its discretion, can appoint, at no cost to the employee, a doctor who shall examine and offer a professional opinion where there is a question as to the employee's functional capabilities in discharging their professional responsibilities.
- F. This article shall be administered in accordance with the New Jersey Family Leave Act and the Family and Medical Leave Act of 1993.

ARTICLE 22 MILITARY LEAVE

All members of the unit shall be eligible for a military leave of absence in accordance with existing state and federal laws relating to the employment rights of persons in the military forces of the United States.

ARTICLE 23 RESERVE TRAINING LEAVE

- A. All members of the unit who are called for reserve training as members of any of the Armed Forces or National Guard Reserve units, shall be granted leave, and shall be paid according to law.
- B. Two (2) weeks notice, made to the Department Head or their designee, of intended absence is required and the College reserves the right to request and obtain a copy of the official military order.

ARTICLE 24 BEREAVEMENT LEAVE

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

| | |
|--|--------|
| Parents, spouse, domestic partner, child | 5 days |
| Sibling, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather and any other relatives residing in the household | 3 days |

- B. Pay for leave shall be at the employee's regular rate of pay in effect at the time of the leave, but in no event shall pay exceed eight (8) hours at the straight time base hourly rate for each day of such leave.

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- C. In all cases, to be eligible for such leave, the employee must give notice of absence to their Area Head or Supervisor. The Area Head or Supervisor has the right to request proof relating to the employee's bereavement request. The Bereavement leave shall be taken on consecutive workdays starting with the first day after the date of death.
 - D. An employee shall not be entitled to bereavement leave if, at the time of death in the family, the employee is on, an unpaid leave or in a no pay status or otherwise absent from work under any other provisions of this Agreement.
 - E. In exceptional circumstances the President may, at their sole discretion, increase the number of days from five (5) to seven (7) days for immediate family and three (3) to five (5) days for other family members. The President's discretion in this respect shall be final and binding and not subject to review or the grievance procedure.

ARTICLE 25 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 will not earn personal days until July 1 of the following years. As a condition of payment, it is mandatory that at least three (3) days' notice to take a personal day be given to the immediate supervisor or designee, except in cases of verifiable emergencies. Use of personnel days shall be contingent upon the College's operational needs and shall not be unreasonably denied.
- B. Probationary employees shall be entitled to utilize any and all accrued personal days upon completion of their 90-day probationary period.
- C. Final approval for said leave shall be made by the immediate supervisor, department head, or designee, and the decision shall be final and not subject to review.
- D. Personal days shall not be used to extend vacations, or used in conjunction with sick leave, except as provided in Article 16.
- E. For those eligible 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.
- F. Personal days shall not carry over from year to year and these days, if not used, are lost and not reimbursable upon termination, retirement, or resignation or separation from the College.

ARTICLE 26 FREE PARKING

The College shall make every effort to grant members of the bargaining unit the privilege of free parking. Parking shall be allocated on a "first come, first served" basis in a parking lot designated by the College.

ARTICLE 27 JURY DUTY

- A. If a member of the unit is called on and reports for jury duty, and serves or has been subpoenaed as a witness for the College and must attend, the employee shall be granted leave to fulfill such duty. The member shall be paid for such duty an amount equal to the length of the employee's absence from work times the employee's regular hourly rate of pay for a maximum of eight (8) hours, less any fees received on account of such jury duty.
- B. In order to be eligible for jury duty pay, an employee (1) must have been scheduled to work on that day; (2) must inform the Department Head or designee immediately upon receipt of notice to report; (3) shall cooperate with the Department Head or designee requesting excuse from or delay of jury duty in those cases in which the Department Head or designee determines that the employee's absence shall adversely affect the operation of the department; (4) must not have volunteered for such duty; (5) must furnish a certificate of completion of jury or witness duty service showing the fact that the employee reported and was dismissed on each day for which jury or witness duty is claimed and amount of all fees received.
- C. The provisions of this Article shall not apply to cases of jury or witness duty on days outside the normal College week or when the employee is on other paid or unpaid leave provided for in this Agreement or when an employee is in a no pay status.
- D. In no case shall this leave be deducted from vacation days or holidays except by request of the member.

ARTICLE 28 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.

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 grade of "C" in the course.

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

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 employment to be eligible for participation.
- f. Reimbursement under this Article is subject to the College's current Tuition Reimbursement Policy.

II. REIMBURSEMENT

- a. Member shall be eligible to request tuition reimbursement for a maximum of twenty four (24) credit hours in a Bachelor degree program or fifteen (15) credit hours in a Master or Doctoral degree program, per fiscal year (July 1 through June 30).

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- 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 grade of "C" in undergraduate and "B" in graduate courses.
 - d. The College shall provide tuition reimbursement only to the extent that expenses are not covered by discounts, subsidies, grants, scholarships, or other tuition support.
 - e. The member shall submit an official grade report and receipt of tuition paid to obtain reimbursement.
 - f. After all approvals are received, reimbursement application shall be submitted to Department of Human Resources within 60 days of course completion.

III. REIMBURSABLE COURSES

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

IV. DEGREE ATTAINMENT: A member earning an initial degree shall receive a lump sum base salary adjustment, the beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of: Bachelor degree \$2,000; Master degree \$3,000; Doctorate degree \$4,000. This degree attainment provision shall apply only for degrees earned on or after July 1, 2012.

V. EMPLOYMENT OBLIGATION:

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

ARTICLE 29 COLLEGE CAMPUS STORE

- A. Members of the negotiating unit are entitled to the negotiated discount percent in the Agreement between the College and Campus Store Operator.

ARTICLE 30 SAFETY

- A. It is the responsibility of the College to provide a safe work environment. The employees shall share the responsibility for personal safety in the workplace by giving full attention and compliance to all safety-related work rules promulgated by the College.
- B. If a member of the bargaining unit feels that a situation exists which affects the safe environment of the member's work location, the member shall contact the immediate Supervisor or Department Head immediately for instructions.
- C. All members of the bargaining unit are obligated to report immediately all injuries or accidents on the job, whether occurring to the employee or a fellow worker. This report shall be made to the Department Head or designee who shall then advise the Department of Human Resources. The Department Head or designee shall call Emergency Services and/or arrange for the employee involved to proceed to the local Emergency Room. The College will submit a Worker's Compensation claim for all injuries and accidents on the job.

ARTICLE 31 UNIFORMS

The College shall provide uniforms to newly hired Police Offices free of charge. The College shall provide a \$1,500 annual stipend for maintenance of uniforms and shoes, half to be provided in December and half to be provided in June. For unit members who have not worked the entire calendar year, the stipend shall be paid on pro rata basis, based on actual months of service for that calendar year.

ARTICLE 32 ANNUAL PHYSICAL

All officers shall be required to take annual physical examinations at College expense, as specified by the Department of Human Resources, which may include psychological testing. Such psychological testing shall be performed only for just cause.

ARTICLE 33 MEDICAL INSURANCE COVERAGE

- A. 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 unless they were subject to an exemption when the Chapter 78 law was enacted in 2011.
- B. The College agrees to maintain life insurance, pension, and health insurance coverage for the duration of the Agreement. The College reserves the right to substitute equivalent 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.

- C. The College shall provide Dental insurance coverage to all eligible unit members and their immediate families pursuant to the Plan.
- D. 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 34 LIFE INSURANCE

- A. All bargaining unit members covered by this Agreement and under the Public Employment Retirement System (PERS), or the Police and Firemen's Retirement System (PFRS), shall receive life insurance as outlined in those plans.
- B. An additional one and one-half (1 1/2) times annual salary of life insurance is provided, which is paid for by the employee, at the rate of one-half (1/2) of one percent (1%) of annual salary. This insurance is mandatory during the first year of membership in the Plan.
- C. The life insurance provided is subject to and governed by all rules and regulations of the insurance carrier.

ARTICLE 35 RETIREMENT PLAN

- A. The College shall contribute an amount as fixed by law on behalf of all members of the bargaining unit eligible for participation in the Public Employees Retirement System of New Jersey or in the Police and Firemen's Retirement System.
- B. Contributions made by the bargaining unit member to the Plan may be withdrawn if the employee leaves the employment of the College prior to retirement as defined by the Public Employees Retirement System of New Jersey or by the Police and Firemen's Retirement System.
- C. The administration and application of the retirement system shall be governed in all instances by the rules and regulations of the Public Employees Retirement System of New Jersey or of the Police and Firemen's Retirement System.

ARTICLE 36 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 designee an authorization for deduction of dues of the Association. Such authorization shall continue in effect until it is formally revoked, in writing, and forwarded to the Executive Director of Human Resources or designee, and shall be effective on the next January 1 or July 1 following receipt of such notice by the College.

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- B. Deduction of membership dues shall be made bi-weekly from regular check payment, and the College agrees to remit promptly all monies so deducted to the Association's treasurer according to the directions of the Association within fifteen (15) days after the end of the month collected, accompanied by a list of those for whom the deductions have been made.
- C. The deductions shall be made in accordance with the written authorization.
- D. 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 College written notice thirty (30) days prior to the effective date of such change.
- E. It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by any employee arising from deductions made by the College hereunder.

Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

- F. The Association shall waive all rights and claims against the College and the Board of Trustees for improper deductions provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.
- G. Any member of the bargaining unit choosing not to become a member of the Fraternal Order of Police Lodge No. 99 may revoke such authorization for deduction of dues by providing written notice to the Executive Director of Human Resources or 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 College shall provide notice to the Fraternal Order of Police Lodge No. 99 of the employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of the Fraternal Order of Police Lodge No. 99 fees shall be effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the WDEA.

ARTICLE 37 DISCHARGE AND DISCIPLINE

- A. The College has the sole and exclusive right to manage its operation, conduct its working forces, require reasonable standards of performance, maintain order and discipline, promote efficiency, and to suspend, demote, discharge or otherwise discipline its employees for just cause.
- B. Tampering with the College's time and attendance device or system, falsifying or attempting to falsify any information given to the College with the intent to deceive, hide, or misrepresent any fact or situation shall be grounds for discipline and/or termination.
- C. Any action taken by the College with respect to the above shall be subject to the Grievance Procedure outlined in Article 7 of this Agreement unless otherwise provided herein.

- D. The Association shall be notified of any action pending under this Article. An employee shall have the right to have Association representation at all levels of disciplinary proceedings.
- E. The Parties agree to follow existing Attorney General Guidelines at the time of any disciplinary action taken by the College against a unit member. If internal policies conflict with Attorney General Guidelines, Attorney General Guidelines will take precedent.

ARTICLE 38 RESIGNATION

- A. When voluntarily resigning from employment, all bargaining unit members shall give three (3) weeks' notice of resignation but no less than two (2) weeks where the employee has special circumstances.
- B. All such notices shall be in writing and directed to the Department Head or designee with a copy to the Executive Director of Human Resources or designee.
- C. 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 official College Uniforms, 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.
- D. Failure to follow the College's separation procedure may result in a forfeiture of any vacation monies due and owing.

ARTICLE 39 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, boycotts or any activities which directly or indirectly interfere with the operation of the College.
- B. The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any strike in violation of this Article.
- C. Any employee who violates this Article shall be subject to disciplinary action, including termination.
- 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 40 DISABLED EMPLOYEES

A. NONDISCRIMINATION

The employer shall not discriminate against any employees covered by this Agreement on the basis of disability, sex, race, religion, creed, national or ethnic origin, sexual orientation, age, pregnancy, gender identity, or gender expression.

B. REASONABLE ACCOMMODATIONS

The College will provide all of its employees reasonable accommodations in accordance with federal and state law. If an employee injured on or off the job is unable to return to the employee's present job, the College and the union shall work together to make every effort to place the worker in another position for which employee is qualified or can be qualified through training or accommodation.

C. PROMOTION

Promotions shall be based on the ability to do the job and merit.

ARTICLE 41 SAVINGS CLAUSE

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

ARTICLE 42 RETROACTIVE

Nothing in this Agreement which changes pre-existing policies, rules or regulations of the parties shall operate retroactively, prior to the effective date of this Agreement, unless expressly so stated.

ARTICLE 43 SALARY/LONGEVITY

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 non-probationary members of the bargaining unit who are active, non-terminated employees as of July 1, each contract year. All bargaining unit members' salary shall be consistent with the minimums in Appendix A.

A. SALARY

- 1) Effective July 1, 2024:

- a. All current employees in a police officer position shall be placed on the step of the salary guide included in Appendix A consistent with their years of service with the College.
 - b. All current employees in a superior officer title shall have their salary adjusted to match the appropriate minimum salary of their respective title and receive an increase of 4.0%.
 - c. Any current employees in a superior officer title with a salary greater than their respective minimum shall receive an increase of 4.0%.
- 2) Effective July 1, 2025, all current employees in a police officer position shall be placed on the next step of the salary guide included in Appendix A. All current employees in a superior officer title shall receive an increase of 3.0%.
 - 3) Effective July 1, 2026, all current employees in a police officer position shall be placed on the next step of the salary guide included in Appendix A. All current employees in a Superior Officer title shall receive an increase of 3.0%.
 - 4) Effective July 1, 2027, all current employees in a Police Officer position shall be placed on the next step of the salary guide included in Appendix A. All current employees in a Superior Officer title shall receive an increase of 3.0%.

B. LONGEVITY PAYMENTS

- 1) Should any unit member reach the 5th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), they shall receive a \$1,000 payment, which shall be made part of base salary, on the July 1 following this anniversary date.
- 2) Should any unit member reach the 10th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), they shall receive a \$1,500 payment, which shall be made part of base salary, on the July 1 following this anniversary date.
- 3) Should any unit member reach the 15th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), they shall receive a \$2,000 payment, which shall be made part of base salary, on the July 1 following this anniversary date.
- 4) Should any unit member reach the 20th, 25th, 30th, or 35th year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a \$2,500 payment, which shall be made part of base salary, on the July 1 following this anniversary date.

ARTICLE 44 RETROACTIVE

Nothing in this Agreement which changes pre-existing policies, rules or regulations of the parties shall operate retroactively, prior to the effective date of this Agreement, unless expressly so stated.

ARTICLE 45 – VACANT POSITIONS

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

ARTICLE 46 – 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, 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 be only for amounts declined by New Jersey State Health Benefits Plan carriers or for ineligible items, and the unit member shall be responsible for submitting to the Executive Director of Human Resources or designee, applicable physical or laboratory bills, with member’s name, date and procedure, and statement of benefits from primary carrier and major medical carrier. All claims for the preceding contract year shall be submitted once between July 1 and July 31 of the next contract year.


ARTICLE 46 – DURATION

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

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 17 day of Dec 2024


For Essex County College:

**For Essex County College
Fraternal Order of Police Lodge No. 99:**



Dr. Augustine A. Boakye
Interim President

12/17/24
Date



Sgt. Kevin Peebles
President

12/17/2024

APPENDIX A

**FRATERNAL ORDER OF POLICE LODGE NO. 99 (FOP)
 TITLES, SALARY GUIDE, MINIMUMS AND
 SHIFT DIFFERENTIAL RATE**

Police Officer Guide:

| Step | Salary |
|-------------|---------------|
| 1 | \$45,000.00 |
| 2 | \$46,350.00 |
| 3 | \$47,740.50 |
| 4 | \$49,172.72 |
| 5 | \$50,647.90 |
| 6 | \$52,167.33 |
| 7 | \$53,732.35 |
| 8 | \$55,344.32 |
| 9 | \$57,004.65 |
| 10 | \$58,714.79 |

All base salaries for bargaining unit members shall be subject to adjustment based upon their longevity pay pursuant to Article 45 above.

Minimum Salaries:

| | |
|----------------------|-------------|
| Probationary Officer | \$42,000.00 |
| Police Officer | \$45,000.00 |
| Sergeant | \$55,000.00 |
| Lieutenant | \$65,000.00 |
| Captain | \$75,000.00 |

| <u>Shift</u> | <u>Rate</u> |
|---------------------|--------------------|
| First | \$1,000.00 |
| Third | \$ 800.00 |
| Swing | \$ 850.00 |

An EMT certified Police Officer shall receive a \$600 annual stipend.

A Police Officer who serves as a Firearm Instructor shall receive a \$400 annual stipend.

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