



**AGREEMENT BETWEEN
ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND
ESSEX COUNTY COLLEGE SECURITY ASSOCIATION
COVERING THE PERIOD OF**

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 SECURITY ASSOCIATION**

COLLEGE BOARD OF TRUSTEES

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

COLLEGE PRESIDENT

DR. AUGUSTINE A. BOAKYE

ASSOCIATION EXECUTIVE BOARD

NORMAN ALLEYNE, PRESIDENT

ASSOCIATION PAST EXECUTIVE BOARD

2021-2022 RICKIE KING, PRESIDENT
2021-2022 CONSTANCE WOODARD, VICE PRESIDENT
2018-2021 TREACY WATSON-ROGERS, PRESIDENT
2018-2021 RICKIE KING, VICE PRESIDENT

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 Essex County, New Jersey (hereinafter referred to as the "Board" or "College"), and the Essex County College Security 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, 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 the 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 Essex County College hereby recognizes the Essex County College Security Association as the exclusive bargaining representative as designated in Chapter 303, New Jersey Public Law of 1968 as amended by Chapter 123, Public Law 1974, for all Regular Full-Time Employees and Part-Time Employees as defined in Article 2 herein or as otherwise defined as being included pursuant to the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq. ("WDEA") employed by Essex County College in job titles in the titles listed in Appendix B.

EXCLUDED

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

B. 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 PERC 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. "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. "Grievance" shall be defined as a Contractual grievance involving an alleged misinterpretation, misapplication or violation of the express terms of the Grievance Procedure.
- D. "Grievant" shall mean an employee of the College who is a member of the bargaining unit engaging in the Grievance and Arbitration Procedure.
- E. "Association" or "Bargaining Unit" as used in this Agreement shall refer to Essex County College Security Association.
- F. "Negotiating unit" or "appropriate bargaining unit" shall refer to that as defined in Article 1 of this Agreement.
- G. "Employee" or "Employees" as used hereinafter in this Agreement shall refer only to such persons who are at the time in question within the titles, classifications or categories listed in Appendix of Article 1.
- H. "Regular Full-Time Staff Employee" or "Full-Time 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.
- I. "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 Staff Employee's leave as provided in the contract, and who, at the time of hire, are given a specific termination date.
- J. "Part-Time Employee" shall refer to those employees working 24 hours or less per week, but not less than four (4) hours per week over a period of 90 days. Part Time Employees shall remain "at will" employees. Such employees are not entitled and/or eligible to the fringe benefits provided herein.

ARTICLE 3 NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Association and the Board agree to conduct negotiations in as professional and informal manner in accordance with Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974. These negotiations involve 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 December 15th of the date preceding the date that this Agreement expires to inform the other party of 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 January 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 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 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 exercised by both parties.
- C. In any and all instances of conflict regarding terms and conditions of employment, the terms and conditions outlined in this Agreement shall prevail except as mandated by prevailing state or federal law.

ARTICLE 5 ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The College agrees to furnish the Association with 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 departments by giving it a list of the same.

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- (2) Updates and changes in the College Regulations as they are adopted.
 - (3) Agenda and Minutes of the public meetings of the Board.
 - (4) The current title and salary of each employee in the negotiating unit (Information to be furnished prior to the commencement of negotiations for use during negotiations.)
 - (5) Job opportunities within the College including title and minimum salary prior to closing date for receipt of application and in accordance with applicable College regulations. (Job descriptions shall be available on request from the Executive Director of Human Resources or their designee).
 - (6) All employee information in accordance with the WDEA.
 - (7) 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.
- B. Duly authorized representatives of the Association, as certified by the Executive Director of Human Resources or their designee and by the President of the Association and who are employed at the College, shall be permitted time to transact official Association 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 of normal College operations or student activities, and so long as there shall be no interference with the work time of other members of the bargaining unit. "Official Association Business" shall include the right to meet individual employees and conduct meetings with newly hired employees as set forth in the WDEA.
- C. The Association shall have the right to post notices concerning official Association business on a designated Bulletin Board.
- (1) 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.
 - (2) Any item posted shall indicate the person responsible for posting of the item. All items so posted shall be the responsibility of the Association.
 - (3) 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. 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.
- E. Whenever the College finds 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.

- F. What is contained in this Agreement shall be for the exclusive use of the Association.
- G. The Executive Committee, to a maximum of five (5) employees, may be granted up to three (3) hours per month for the purpose of conducting meetings during work hours so long as approval is received from the appropriate Department Heads 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 Heads or their designees. 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 Heads or their designees to reserve this one-hour period at least one week in advance. A Department Head or designee shall have the right to request that the one-hour period be changed as dictated by exceptional needs of the College.

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 Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974.
- D. Where any provision of this Agreement is in conflict with the federal law or the 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 peacefully resolve any and all disputes with the Employer through this negotiated Grievance Procedure as required by law.

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. 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 availed themselves of the procedure outlined in Paragraph (C). above, but in no event later than thirty (30) calendar days after the act or condition upon which the grievance is based.

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 the 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 employee's 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 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 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 III: If the grievant is not satisfied with disposition of the grievance at Level Two, Step II then within ten (10) working days after receipt of the answer by the Association, the grievant shall file with the Board two (2) copies of the grievance and disposition under Step I and Step II as appropriate, along with a written statement of reasons for grievant's dissatisfaction with the disposition. Within ten (10) working days from the date of filing of the grievance with the Board, the Board, through its duly designated representative, shall meet with the grievant, a representative of the Association, and the appropriate Administrator. At the sole discretion the Board, this meeting may be deferred until the next

regularly scheduled meeting of the Personnel Committee of the Board. The Board shall designate the time and place of the meeting. Within ten (10) working days after the meeting, the Board shall provide its answer in writing to the Grievance Chairperson, or in the chairperson's absence, to any officer of the Association. A copy of this answer shall be sent via electronic mail, regular mail or College interoffice mail.

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

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 same.

- 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 unless the grievant was otherwise scheduled to work on that day.
- 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 will 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 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.

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- 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.
- 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.
- N. It is agreed that all parties involved in Grievance procedure 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 member wishes to discuss with their supervisor, the member 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 be continued by the Association if the grievance 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 Procedure 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 Department 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 Executive Director of Human Resources, or their designee, the personnel file shall be open to the member of the negotiating unit in a

specified location in the Department 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 their personnel file. The time for review shall be kept to an absolute minimum, but in any event, shall not exceed one (1) hour. 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 containing references from outside sources
 - (3) Transcripts restricted by the sending institution.
 - (4) Other confidential references or confidential information obtained from a source 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 such document 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 employee's file. The employee shall acknowledge that they have had the opportunity to review the material 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 or their designee 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 or their designee.
- E. Consistent with the requirements of B. above, an individual may make one (1) copy of each item contained in the personnel 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. The Executive Director of Human Resources or their designee may remove disciplinary documentation from the personnel file of a unit member after five (5) years.

ARTICLE 9 JOB DESCRIPTION

- A. There shall be a job description in the Human Resources Department for each position held by a member of the unit. Copies of current job descriptions may be obtained from the Human Resources Department.
- 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 is 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 College Regulations regarding Affirmative Action, any complaint of discrimination should be filed with the appropriate agency (Division on Civil Rights, Equal Employment Opportunity Commission).

ARTICLE 11 PROBATIONARY PERIOD

- A. All newly hired employees covered by this Agreement, whether or not previously employed by the College, shall be deemed probationary employees and shall be subject to a probationary period of ninety (90) calendar days, commencing with the first day of their employment. In its discretion, the College may extend the probationary period for an additional forty-five (45) day period. Days lost from work because of sickness and accident during the probationary period shall not be considered in computing the probationary period.
- B. Notwithstanding any other provisions of this Agreement, the College may, at any time during or at the end of the probationary 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. A probationary employee shall not be covered by the terms and conditions of this Agreement for the entire duration of the probationary period. Upon expiration of the probationary period, a of service shall be computed from their initial date of hire.

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) consecutive days in a work week. Employees are on active duty for the entire period of the shift.
The normal work shifts are as follows:

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.
Swing Shift	Flexible Schedule
- B. However, other work schedules may be assigned based on the needs of the institution. The work day shall include a thirty (30) minute “meal” period. Employees agree to cooperate with their superiors when work is needed to be completed during this time period.

- C. Any change in current schedule working hours within a work shift shall be upon written notice to the employee(s) involved at least one (1) week in advance of the start of the new schedule. Similarly, a change in working shift assignments for any employee(s) shall be provided, in writing, at least two (2) weeks in advance of the effective date of the shift change. In the event of an emergency or extraordinary circumstances, this provision shall not apply.

ARTICLE 13 OVERTIME

- A. One and one-half times 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. Employees are expected to work any overtime requested. No overtime shall be paid unless the work has been specifically authorized by the Department Head or designee prior to the performance of said overtime.
- C. All members of the unit shall be paid overtime at a rate of one and one-half (1½) times their regular hourly rate for all hours worked in excess of forty (40) in any one week. Holidays, vacation days, and personal days shall not be considered part of the regular work week for the purpose of computing overtime pay.
- D. The Department Head or 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 on a rotating basis.
- E. If the College knows of its overtime requirements, it shall endeavor to give notice within forty-eight (48) hours of the overtime requirement and seventy-two (72) hours notice if scheduled for overtime on a Saturday, Sunday or Holiday.
- F. An off-duty unit member required to report to duty shall be paid a minimum of four (4) hours, regardless of whether the unit member works the entire four (4) hours.
- G. The Dispatcher on duty shall be offered overtime before a Security Officer is assigned to perform dispatcher's duties.

ARTICLE 14 TIME AND ATTENDANCE

- 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.

The parties recognize that employees must also follow the College's Regulations and Procedures regarding time and attendance reporting. Any violation of the College’s Regulations and Procedures may result in discipline, up to and including termination.

- D. Any employee who has failed to follow the College's Regulations and procedures regarding time and attendance reporting shall follow the Appeal process outlined in this Article. Accordingly, the Grievance Procedure outlined in Article 7 shall not apply when an employee has a time and attendance dispute, except as provided herein:

- (1) An employee may appeal a time and attendance decision if the employee can demonstrate special or extenuating circumstances that have prevented the employee from satisfying the Procedure.
- (2) The employee must prepare a written statement within five (5) days of receiving a memorandum of time 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 or their designee - five (5) days from date filed by employee.
- (3) If the Executive Director of Human Resources or their designee agrees with the employee's statement, the employee’s day's wages shall be restored. If the Executive Director or designee does not agree, the employee’s wages shall be adjusted accordingly, and the employee shall receive a warning. An employee shall be permitted to further appeal this decision by the Executive Director, or their designee, directly to Step II of the Grievance procedure, pursuant to Article 7(E) above.
- (4) A second or subsequent violation of this Article may be grounds for termination.
- (5) The College shall prepare and distribute a notice to all supervisors informing them of this appeal process.

ARTICLE 15 VACATIONS

- A. All non-probationary bargaining unit employees covered by this Agreement shall receive vacations with pay, if eligible, 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. Vacation pay shall 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 their 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 fiscal year 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.

C. 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 requests for ten (10) days or more require approval, in writing, by the Department Head or designee and by the respective Area Head or designee. Such approval shall not be unreasonably withheld if the operation of the department shall not be impaired.

D. Eligible employees must submit a written request for the preferred time off to the Department Head or designee at least three (3) weeks in advance of the requested time off, but no later than May 1st for any time prior to the end of the fiscal year. The employee shall receive a written confirmation or denial within five (5) working days of the request from the Department Head or designee.

ARTICLE 16 SICK LEAVE

- A. Sick leave shall accrue to eligible members of the bargaining unit at the rate of one (1) day 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 unused sick days are not reimbursable upon termination, resignation, retirement or any form of separation from the College. Accumulated sick leave does not apply to the taking or extending of a vacation.
- C. Sick leave shall be used only for bona fide illness or disability to an eligible member of the unit. However, in the case of illness of a member of the employee's immediate family residing in the same household, the employee may be absent and suffer no loss of pay for up to three (3) days in any one year. Such leave shall be charged to the employee's annual allotment of sick days. An employee who calls in sick on a holiday on which the employee is scheduled to work shall produce a doctor's certification verifying the illness.
- D. Payment under this Article shall be made provided that the Area Head and supervisor are notified of the absence at the earliest possible moment, but in no event after the start of the shift, except in extreme bona fide emergencies. If an employee is not able to contact the Area Head or Supervisor, the employee shall notify Security Headquarters as early as possible, but in no event after the start of the shift, except in extreme bona fide emergencies. All such notifications shall be recorded by Security.
- E. A certification from the employee's doctor may 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 an employee on the day before or after a holiday, a long weekend, or an employee's vacation period, unless a doctor's certification, is provided verifying the employee's illness.. Proof of illness, where required, must be presented to the Human Resources Department on the day of receipt of the doctor's certification as a condition of payment. This provision also shall apply to absences due to illness of immediate family members residing in the same household.
- F. To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination to determine the employee's fitness for duty, at no cost to the employee, prior to return from sick leave.
- G.
 - (1) In the event an employee is not absent under this Article during the employee's anniversary year, that employee shall be granted one additional personal day to be used during the following anniversary year. Thereafter, if an employee is not absent due to sickness, the employee shall accrue one (1) personal day for every six (6) months of employment.
 - (2) It is understood that if an absence due to sickness does occur, the employee must again satisfy the requirements of Section G.(1) above, to qualify for additional personal days.
- H. Disciplinary action may be taken if there is a pattern of abuse of sick leave.

ARTICLE 17 SICK LEAVE BANK

- A. The College shall establish an emergency Sick Leave Bank (“Bank”) to be administered jointly by the parties through the Department of Human Resources and the President of the Association or their respective designees.
- B. The College shall contribute into this Bank two and one half (2 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 available personal, vacation and sick leave having 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.
- 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 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 will 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
- 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 own Birthday or a substitute day within fifteen (15) working days of the birthday which is mutually agreed upon by the Department Head and employee
- 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 holidays which shall be observed for that year.

- B. It is understood that employees may be required to work when the College determines it to be necessary for the institution.
- C. If the holiday occurs on a day when an employee is not scheduled to work, the employee shall receive an additional day off, within two (2) weeks, as scheduled by the Department Head or designee.
- D. To be eligible for holiday pay, the employee must work the day before and the day after the holiday.
- E. The calendar day of a Holiday (excluding Juneteenth), the period between December 26 and December 31, and any snow closing days actually worked, will be paid at the overtime rate for the time actually worked in addition to the holiday pay. The day Juneteenth is observed

by the College will be paid at the overtime rate for the time actually worked in addition to the holiday pay. 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. 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.
- B. It is understood that employees shall not be excused from reporting to work on occasions such as school closings due to inclement weather, or any other emergency closings, except as provided in Paragraph (C) below.
- C. In the event the College is declared closed by the President due to weather or emergency conditions which affect and involve all functions and emergency activities of the College, employees shall suffer no loss of pay. If an employee is required to report to work during such conditions, the employee shall be compensated time and a half for the hours worked in addition to the regular rate of pay for that day.

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 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 Executive Director of Human Resources or designees and the Office of the President.
- B. All requests for leave of absence without pay must be submitted to the Executive Director of Human Resources or designee at 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 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.

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- E. The following shall apply with respect to those employees on leave of absence without pay, including Child Care pursuant to Article 21:
- (1) Pension
 - a. All pension contributions of the employee on leave of absence cease with the effective date of the leave.
 - b. When an employee returns from the leave of absence, the employee may, if desired, 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, the employee's 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 shall continue in full force for the following approved leaves of absence without pay:
 - i. While an employee is receiving periodic benefits under the Worker's Compensation Law.
 - ii. While an employee is on Child Care Leave up to a maximum of 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 a 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 Human Resources Department. 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 Human Resources Department 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 leave 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 a period of 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 and the Office of the President, not to exceed a total of one (1) year.
- (2) Employees shall promptly notify the Executive Human Resources Department 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 certificate indicating 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 will the employee continue to accrue seniority. However, there shall be no loss of previous seniority or accrued benefits (see Article 20, Section F).

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.

Employees shall be permitted to work as long as their doctors certify that they are physically able to do so, and so long as they satisfactorily perform their assigned jobs. The College reserves the right to have an employee examined by the College-designated physician at no cost to the employee.

- (2) 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, without loss of benefits or service credit, provided that they give reasonable notice, at least one (1) month, to the Human Resources Department of their intention to return, and provide

certification from their physicians to the effect that they are physically fit and 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 leave under this Article, the College, at its discretion, can appoint a doctor at no cost to the employee, who will examine and offer a professional opinion at any time during the pregnancy and post-partum period where there is a question as to the employee's functional capabilities in discharging her professional responsibilities.
- E. 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. Any member of the unit who is called for reserve training as a member of any of the Armed Forces or the National Guard Reserve unit, shall be granted leave, and shall be paid according to law.
- B. Two (2) weeks notice, made to the Department Head or 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 Bereavement Leave. Number of consecutive days allowed for each shall not exceed the following:

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 exceed eight (8) hours at the straight time base hourly rate for each day of such leave.

- 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, including the date of funeral.
- D. An employee shall not be entitled to Bereavement Leave if, the employee is on layoff, disciplinary leave, or in a no pay status. However, if employee is on vacation, personal days or any other days considered as authorized paid leave, the employee is entitled to Bereavement Leave under the provision of this Agreement.
- E. With the approval of the immediate supervisor and Area Head, or their respective designees, the leave, for good cause shown, may be extended from three (3) days to five (5) days or from five (5) days to seven (7) days. In case of a dispute, the President or designee shall issue a decision which shall be final, binding, and not subject to the grievance procedures.

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 year. 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.
- B. Final approval for said leave shall be made by the Area Head, or designee, and the decision shall be final and not subject to review.
- C. Personal days shall not be used to extend vacations, or used in conjunction with sick leave, except as provided in Article 16.
- D. For those eligible employee 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 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.

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 jury duty in an amount equal to the length of the employee's absence from work multiplied by the employee's regular hourly rate

of pay for a maximum of eight (8) hours, less any fees received by the employee for service on such jury duty.

- B. To be eligible for jury duty pay or witness pay, an employee: (1) must have been scheduled to work on that day; (2) must inform their Area Head or supervisor immediately upon receipt of notice to report; (3) shall cooperate with the Area Head or supervisor requesting excuse from or delay of jury duty in those cases in which the Area Head or supervisor determines that the employee's absence will adversely affect the operation of the department; (4) must not have volunteered for such duty; and (5) must furnish an official written record of jury duty service or service as a witness verifying the fact that the employee reported and was dismissed on each day for which jury duty or witness duty is claimed.
- 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 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 grade of "C" in the course. This language shall be applied on a course-by-course basis.

- 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.

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- III. DEGREE ATTAINMENT: A member earning an initial Associate degree shall receive a lump sum bonus, the beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of \$1,000. This degree attainment provision shall apply only for degrees earned on or after January 1, 2008.
- 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 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 grade 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 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 procedures.
- 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 bonus beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of: Bachelor degree \$2,000; Master degree \$3,000; Doctorate degree \$4,000. This degree attainment provision shall apply only for degrees earned on or after January 1, 2008.

- V. EMPLOYMENT OBLIGATION: A member, who resigns from the College within two years from the 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 employee's work location, the employee shall contact his/her 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 and the Department of Human Resources.

ARTICLE 31 UNIFORMS

The College shall provide uniforms to newly hired unit members and dispatchers free of charge. The College shall provide a \$1,200 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 a pro rata basis, based on actual months of service for that calendar year.

ARTICLE 32 MEDICAL INSURANCE COVERAGE

- A. The College shall pay the full premium for the current medical health insurance plan provided for all non-probationary members of the bargaining unit and their dependents as defined by the Plan.
- B. All employees shall continue to contribute to the cost of health insurance in accordance with the full contribution level (Tier 4) of Chapter 78 (P.L. 2011, c. 78). Any employee who retires during the term of this contract and prior to the execution of a new agreement shall continue, in retirement, to contribute to their health benefits at the Tier 4 level set forth above.
- C. The College reserves the right to substitute an equivalent plan at any time so long as there shall be no reduction in benefits provided.
- D. The College shall provide coverage under its current dental plan for all members of the unit and their immediate families. This plan shall have a \$50.00 deductible provision, eighty percent (80%) co-insurance with a maximum benefit of \$2,500.00 per year, per person, one hundred percent (100%) coverage for preventive dentistry, and a one time maximum payment of one thousand five hundred dollars (\$1,500.00) for each dependent child under the age of 19 for orthodontics.
- E. **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 be only for amounts declined by New Jersey State Health Benefits Plan carriers or for ineligible items, and the Unit member shall be responsible for submitting to the Director of Human Resources, applicable physical or laboratory bills, with member's name, date and procedure, and statement of benefits from primary carrier and major medical carrier. All claims for the preceding contract year shall be submitted once between 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.

ARTICLE 33 ANNUAL PHYSICAL

All employees shall be required to take an annual physical examination, paid for or administered by the College. The College shall make a conscientious effort to provide as complete a medical examination as possible. The focus of the exam shall be on those aspects of the individual's condition which directly relate with the employee's ability to perform the essential functions of the employee's position and to identify those conditions jeopardizing the employee's safety and that of the employee's fellow members.

ARTICLE 34 EMERGENCY MEDICAL TRAINING

The College shall provide mandatory first aid training for Security Officers, and optional training for Emergency Medical Technicians. An annual pay differential for successful completion and certification of advanced Emergency Medical Technician training shall be as described in Appendix A.

ARTICLE 35 LIFE INSURANCE

- A. All bargaining unit members covered by this Agreement and under the Public Employment Retirement System (PERS), shall receive life insurance as outlined in that plan.
- 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 36 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.
- 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.
- 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.

ARTICLE 37 ASSOCIATION DUES DEDUCTIONS

- A. Any member of the negotiating unit may, at any time, sign and deliver to the Executive Director of Human Resources an authorization for deduction of dues of the Association.

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

- B. Deduction of membership dues from each unit member's regular paycheck shall be made during the period of September 1 through June 30 of each year to coincide with the billing calendar set forth by 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 rights and claims against the College for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.
- F. Any member of the bargaining unit choosing not to become a member of the Association may revoke such authorization for deduction of dues by providing written notice to the College during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction fees, the College shall provide notice to the Association of the employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of the Association fees shall be effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the 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 eligible employees on an equal basis and the Association has established and maintains a demand and return system.

ARTICLE 38 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 fulltime non-probationary employees for just cause.

- B. 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.
- C. Punching another employee's time card, tampering with the time clock or other time and attendance device, 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.
- D. 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.
- E. 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.

ARTICLE 39 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 Department Head with a copy to the Executive Director of Human Resources or their 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.

ARTICLE 40 TRANSFERS

- A. Vacancies shall be announced and applications processed in accordance with College Regulation and Policies.

ARTICLE 41 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), or 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 42 MERIT BONUS

A. Eligibility

In order to be eligible for a Merit Bonus, an employee must have been employed in a unit title for a minimum of three (3) years as of the date of application for Merit Bonus, and not have received a Merit Bonus in the previous year.

B. Application Procedure

- (1) Application shall be made by completing and submitting the Merit Bonus Application, available in the Department of Human Resources, to the employee's Department Head, or designee. Or, if in the position less than one (1) year, the employee may submit it to their prior Department Head or designee, by September 1. Attached to the application shall be a personal statement by the applicant and any relevant documentation covering the period of time since the employee last received a Merit Bonus.
- (2) The Department Head or designee shall review the application, append a recommendation, and forward the application to the Area Head or designee by September 15. In the case of grant funded employees, the Department Head or designee shall also indicate if grant funds are available, and any limitation as to the amount.
- (3) The Area Head or designee shall review the application and append a recommendation to the application and forward only those applications with a positive recommendation to the Chair of the Merit Review Committee by October 1. All other applications shall be returned to applicants with reasons for denial.
- (4) The Chair of the Merit Review Committee shall prepare copies of the application packets for review by the Committee members.
- (5) The Merit Review Committee shall review the application. Each member shall give each application a score based on the following criteria:

- a. Personal statement (up to five points).
 - b. Years of experience in their job (up to five points)
 - c. Documentation of acquired skills (up to five points)
 - d. Letters of commendation from supervisors (up to five points); and
 - e. Ratings in annual evaluations for overall performance of “Superior” or “Exceeds Requirements” in two out of the last three evaluations (up to five points).
- (6) The Merit Review Committee shall total the scores given each applicant and shall prepare a list including such applicants ranked in descending point total order, along with the individuals the Committee is recommending for the bonus. The list and original applicants shall be forward to the President by November 1.
- (7) The President shall determine the individuals who shall receive a Merit Bonus and the amount of such bonus. The individual Merit Bonus Award shall not be less than five hundred dollars (\$500), nor more than one thousand dollars (\$1,000), and the total dollar amount awarded in any year shall not exceed five thousand dollars (\$5,000). The merit shall be paid out as a lump sum payment to the individuals, and not as part of their base salary, on or about December 1. The President’s decision shall be final and binding and is not subject the grievance procedures of this Agreement.

C. Merit Review Committee Composition

The Merit Review Committee shall be composed of one (1) Association Officer, who shall act as Chair of the Committee, and four (4) members appointed annually by the Association President.

No person serving as a member of the Merit Review Committee shall be eligible to apply for or receive a Merit Bonus during the year the member serves on the Committee.

ARTICLE 43 PUBLICATION OF AGREEMENT

This Agreement in its final form, shall be published and made available electronically by the College.

ARTICLE 44 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 45 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 46 SALARY/LONGEVITY

Preamble

The parties recognize there will be no retroactive payment to the unit members.

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 as of July 1, each contract year.

1. Effective July 1, 2024, all current employees shall be placed on the Salary Schedule in Appendix A at the next step closest to their current salary within their title. However, current employees will receive a one-time adjustment of steps for initial placement on the guide in this Year 1 based on their years of service.

This adjustment shall be provided as follows:

Years of Service	Number of Additional Step Adjustment For Placement On-Guide
0 to 1 Year	No Additional Adjustment
1+ to 4 Years	1 Step Adjustment
4+ to 9 Years	2 Step Adjustment
9+ to 10 Years	3 Step Adjustment
10+ to 11 Years	For security officers – No Additional Adjustment; All other Titles - 3 Step Adjustment
11+ to 14 Years	3 Step Adjustment
14+ Years	4 Step Adjustment

- a. Any current employee receiving a step adjustment that would exceed the top step of the guide shall be placed at the top step of the guide in Year 1.
 - b. Any current employee already earning an amount greater than the top step of the guide shall be considered off-guide and shall receive a 2.0% increase to their base salary.
2. Effective July 1, for contract year 2025-2026, current employees shall move to the next step on their respective salary schedule.
 - a. The base salary of current employees who are off guide or who had previously reached the top step of their respective salary schedule shall be increased by 2.0%.
 3. Effective July 1, for contract year 2026-2027, current employees shall move to the next step on their respective salary schedule.
 - a. The base salary of current employees who are off guide or who had previously reached the top step of their respective salary schedule shall be increased by 2.0%.

4. Effective July 1, for contract year 2027-2028, current employees shall move to the next step on their respective salary schedule.
 - a. The base salary of current employees who are off guide or who had previously reached the top step of their respective salary schedule shall be increased by 1.5%
- B. A Security Officer who is assigned to operate as a Dispatcher shall be considered an Active Dispatcher and receive a \$1.00 adjustment for each hour they are assigned to work as an Active Dispatcher.
- C. An EMT certified Security Officer shall receive a \$500 annual stipend.
- D. Longevity

A unit member with 5 years of service shall receive a \$750 base salary increase on July 1 of the 6th year.

A unit member with 10 years of service shall receive a \$500 base salary increase on July 1 of the 11th year of service.

A unit member with 15 years of service shall receive a \$300 base salary increase on July 1 of the 16th year of service.


ARTICLE 47 – 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 ____ day of January 2025.

For Essex County College:

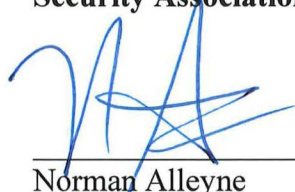
**For the Essex County College
Security Association:**



Dr. Augustine A. Boakye
President

01/29/2025

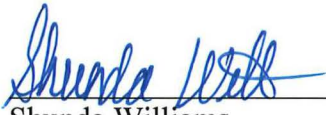
Date



Norman Alleyne
President

1-16-25

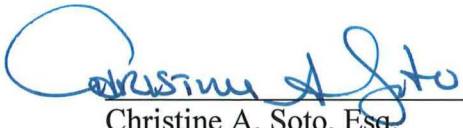
Date



Shunda Williams
Executive Director
Human Resources

1/27/2025

Date



Christine A. Soto, Esq.
General Counsel

1-27-25

Date

APPENDIX A

TITLES, SALARY SCHEDULE AND SHIFT DIFFERENTIALS

Titles & Salary Schedule:

Year 1: 2024-2025

Step	Security Officer	Dispatcher	Senior Security Officer	Senior Dispatcher
1	32500	33150	34489	35883
2	33150	33813	35179	36600
3	33813	34489	35883	37332
4	34489	35179	36600	38079
5	35179	35883	37332	38841
6	35883	36600	38079	39617
7	36600	37332	38841	40410
8	37332	38079	39617	41218
9	38079	38841	40410	42042
10	38841	39617	41218	42883
11	39617	40410	42042	43741
12	40410	41218	42883	44616
13	41218	42042	43741	45508
14	42042	42883	44616	46418
15	42883	43741	45508	47346
16	43741	44616	46418	48293

Year 2: 2025-2026

Step	Security Officer	Dispatcher	Senior Security Officer	Senior Dispatcher
1	32819	33475	34827	36234
2	33475	34145	35524	36959
3	34145	34827	36234	37698
4	34827	35524	36959	38452
5	35524	36234	37698	39221
6	36234	36959	38452	40006
7	36959	37698	39221	40806
8	37698	38452	40006	41622
9	38452	39221	40806	42454
10	39221	40006	41622	43303
11	40006	40806	42454	44170
12	40806	41622	43303	45053

13	41622	42454	44170	45954
14	42454	43303	45053	46873
15	43303	44170	45954	47811
16	44170	45053	46873	48767

Year 3: 2026-2027

Step	Security Officer	Dispatcher	Senior Security Officer	Senior Dispatcher
1	33140	33803	35169	36590
2	33803	34479	35872	37321
3	34479	35169	36590	38068
4	35169	35872	37321	38829
5	35872	36590	38068	39606
6	36590	37321	38829	40398
7	37321	38068	39606	41206
8	38068	38829	40398	42030
9	38829	39606	41206	42871
10	39606	40398	42030	43728
11	40398	41206	42871	44603
12	41206	42030	43728	45495
13	42030	42871	44603	46405
14	42871	43728	45495	47333
15	43728	44603	46405	48279
16	44603	45495	47333	49245

Year 4: 2027-2028

Step	Security Officer	Dispatcher	Senior Security Officer	Senior Dispatcher
1	33303	33969	35341	36769
2	33969	34648	36048	37504
3	34648	35341	36769	38254
4	35341	36048	37504	39020
5	36048	36769	38254	39800
6	36769	37504	39020	40596
7	37504	38254	39800	41408
8	38254	39020	40596	42236
9	39020	39800	41408	43081
10	39800	40596	42236	43942
11	40596	41408	43081	44821
12	41408	42236	43942	45718

13	42236	43081	44821	46632
14	43081	43942	45718	47565
15	43942	44821	46632	48516
16	44821	45718	47565	49486

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

Shift Differential

<u>Shift</u>	<u>Rate</u>	<u>Work Schedule</u>
First	\$900.00	11:00 p.m. - 7:00 a.m.
Second	0	7:00 a.m. - 3:00 p.m.
Third	700.00	3:00 p.m. - 11:00 p.m.
Swing	750.00	N/A

1. Shift Differential is paid for the time the employee serves on that shift.
2. When a unit member works an entire shift, other than the regular assigned shift, the Unit member shall be paid at the shift differentials rate of that shift.

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