

**MEMORANDUM OF AGREEMENT
BETWEEN COUNTY COLLEGE BOARD OF TRUSTEES
AND ESSEX COUNTY COLLEGE SUPPORT STAFF ASSOCIATION**

This Memorandum of Agreement (“MOA”) is by and between the Essex County College Board of Trustees (“College”) and the Essex County College Support Staff Association (“Association”), collectively the “Parties.”

WHEREAS, the Parties’ Collective Bargaining Agreement (“CBA”) expired on June 30, 2024;

WHEREAS, the Parties have engaged in good faith negotiations to reach a successor agreement;

NOW THEREFORE, the Parties hereby agree to modify their CBA as follows:

Universal Language Change – In addition to the modifications outlined below, the Parties further agree to incorporate gender neutral language into the CBA and revise all reference to the Human Resources Director to the Executive Director of Human Resources, or their designee.

Duration – This agreement shall be effective for a period of four (4) years, from July 1, 2024 through June 30, 2028.

Title Page - Revise to reflect current leadership.

ARTICLE 1 – RECOGNITION - THE COLLECTIVE BARGAINING UNIT

A. INCLUDED

The Board of Trustees of Essex County College hereby recognizes the Essex County College Support Staff 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 Staff 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.

B. EXCLUDED

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

C. SUBSEQUENT CLASSIFICATIONS

- (1) The College shall have the initial right to determine whether any other title, classifications, 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 may submit the matter to PERC for unit clarification in accordance with its rules and regulations. The College shall notify the Association of their intent to add or delete a classification.

- (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 the Support Staff Association.
- D. The term "Office Worker(s)" as used in this Agreement shall refer to all employees defined in Appendix A, A-I only.
- E. The term "Facilities Staff" as used in this Agreement shall refer to all employees defined in Appendix A, A-2 only.
- F. The terms "negotiating unit" or "appropriate bargaining unit" shall refer to that as defined in Article 1 of this Agreement.
- G. The terms "Employee" or "Employees" as used hereinafter in this Agreement shall refer to such persons who are, at the time in question, within the titles, classifications or categories listed in Appendix A of Article 1.
- H. The term "Regular Full-Time Staff Employee" shall refer to non-probationary employees who are employed for an indefinite period, and whose hours are as follows:
 - Office Workers - normally are scheduled to work thirty-five (35) hours or more per week.
 - Facilities Staff - scheduled to work forty (40) hours or more per week.
- I. The term "Temporary Employee" shall refer to those employees hired to cover defined periods of leave for other Regular Full-Time Employees and/or who are provided a specific termination date at their time of hire. Temporary Employees shall be hired for an initial period of up to three (3) months. This temporary three (3) month period may then be extended by the College for one (1) additional three (3) month period; thereafter the employee will be terminated or become a regular full-time employee. Such employees are not entitled and/or eligible to the fringe benefits provided herein.

Upon becoming a Regular Full-Time Staff Employee, the Temporary Employee shall not be subjected to the normal ninety (90) day probationary period. Instead, their ninety (90) day probationary period shall be offset by their days of service, commencing with their first day of hire as a Temporary Employee.
- J. [Deleted]

- K. The term "Part Time Employee" shall refer to those employees working 24 hours or less per week, but not less than four (4) hours per week over a period of 90 days. Part-Time Employees shall remain "at will" employees. Such employees are not entitled and/or eligible to the fringe benefits provided herein.
- L. [Deleted]
- M. For the purpose of the Grievance Procedure, the term "grievance" shall mean any dispute concerning the interpretation, application or alleged violation of any specific written provision of this Agreement, or any policy, agreement or decision affecting terms and conditions of employment covered by this Agreement.
- N. 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.

ARTICLE 3: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Association and the Board agree to conduct negotiations in a professional and informal manner, and in accordance with Chapter 303, Public Law of New Jersey, 1968, as amended by Chapter 123, Public Law 1974. These negotiations will involve 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.
- 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, which constitutes the complete and entire agreement between the parties.
- B. The parties acknowledge that during the negotiations which resulted in this contract each had the unlimited opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the parties

agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified, in whole or in part, except by an instrument, in writing, duly executed by both parties.

C. [Deleted]

ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The College shall furnish the Association with employee information and shall notify the Association of new employees and their departments in accordance with the WDEA.
- B. Job opportunities within the College shall be posted electronically in accordance with applicable College regulations. Job descriptions shall be available upon request from the Executive Director of Human Resources.

- C. Duly authorized representatives of the Association, as certified by the Executive Director of Human Resources 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 if 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 shall be no interference with the work time of other members of the bargaining unit. "Official Association Business" shall include the right to meet with individual employees and conduct meetings with newly hired employees as set forth in the WDEA.

A duly authorized representative shall be allowed time off to attend all public meetings of the Board held at the College.

- D. The Association shall have the right to post notices concerning official Association business on Bulletin Boards designated by the College.
 - (1) A copy of any material to be posted shall be made available for prior inspection by the Executive Director of Human Resources, 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 this section shall be posted, and if posted, shall be removed immediately.

- E. The Association shall have the right to use the email systems of the College to communicate with Association members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union in accordance with the WDEA. The Union agrees to abide by the College's computer usage policies in effect when utilizing the College's network for permissive interactions with Union members and their respective representatives.
- F. 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, the 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.
- G. What is contained in this Agreement shall be for the exclusive use of the Association.
- H. The Association Executive Committee, consisting of a maximum of six (6) employees, may be granted up to three (3) hours per month for the purpose of conducting meetings during work hours if approval is received from the appropriate Department Head(s) or designee. 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, if this is consistent with the needs of the College. Every effort shall be made to relieve members of their responsibilities during this one (1) 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 President of the College to reserve this one (1) hour period at least one (1) week in advance. The President, or designee, shall have the right to request that the one (1) hour period be changed should it interfere with College operations.

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 provisions of this Agreement, where it 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 resolve any and all disputes with the Employer by the peaceful resolution of disputes as provided in Public Law 303, New Jersey Laws, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 1974.

- C. [Deleted]

- D. Informal Procedure - Level One

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

- E. Formal Procedure - Level Two

If, the matter remains unresolved at Level One, the grievant may advance their Grievance by requesting the Association submit a written grievance on behalf of the grievant. This written grievance shall be submitted no later than ten (10) working days subsequent to the procedure outlined in paragraph (C) above but in no event later than thirty (30) calendar days after the act or condition upon which the grievance is based.

Step I: The grievance shall be filed in writing with the Executive Director of Human Resources or 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 shall meet with the Executive Director of Human Resources, or its 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 designee, shall provide an answer, in writing, to the Association.

Step II: If the grievant is not satisfied with the disposition of the grievance at Level Two, Step I, then within ten (10) working days after receipt of the answer by the Association, the Association shall file two (2) copies of the grievance with the President of the College, or their designee, and one (1) copy with the Association.

Within ten (10) working days from the filing of the grievance with the President of the College or their designee, the grievant, a representative of the Association, the involved Administrator, the Executive Director of Human Resources or their designee, and, the President of the College or their designee, shall meet for the purpose of resolving the

grievance. Within ten (10) working days following that meeting, the President of the College, or designee, shall provide an answer, in writing, to the Association.

Step III: If the grievant is not satisfied with the disposition of his grievance at Level Two, Step II, then within ten (10) working days after receipt of the answer by the Association, the Association, on behalf of the grievant shall file with the Board two (2) copies of the grievance and disposition under Step I and Step II, along with a written statement of reasons for their dissatisfaction with the disposition.

Within thirty (30) working days from the date of filing of the grievance with the Board, the Board, through its duly designated representatives, shall meet with the grievant, a representative of the Association, and the appropriate Administrator or designee. 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 meeting. Within twenty (20) working days after the meeting, the Board shall present its answer, in writing, to the Grievance Chairperson, or in the Chair's absence, to any officer of the Association.

Step IV: If the grievant is not satisfied with the disposition of their grievance at Level Two, Step III, then within ten (10) working days from either the date of the Board's written decision or the date the decision was due pursuant to Step III above, whichever is sooner, the Association may submit the grievance to arbitration by filing a request with PERC. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

The power and authority of the impartial arbitrator shall be limited to the subject of the particular grievance involved. The arbitrator shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific, express provisions of this Agreement based on the specific issue submitted to the arbitrator. The authority of the arbitrator shall be limited to interpreting and applying the express provisions of the Agreement in determining a violation of the Agreement, and shall not substitute their judgment in interpreting the Agreement. The decision of the arbitrator shall be final and binding upon all parties. The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

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.

- F. The disposition of any grievance at any step of the grievance procedure prior to the actual receipt of the decision of the arbitrator shall be final and binding upon both parties.

- G. 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.
- H. 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.
- I. The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the progress. The time limitations in the Grievance Procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the Grievance Procedure may be extended by written agreement between the President of the College and the Association.
- J. 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.
- K. 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.
- L. All exclusions from the Grievance Procedure as provided herein shall remain in effect for the duration of this Agreement.
- M. 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.
- N. No reprisals of any kind shall be taken by the College, the Association, or by members of the Administration, against any participant in the Grievance Procedure by reason of such participation.
- O. 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.
- P. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- Q. It is agreed that all parties involved in any Grievance Procedure shall make available, upon request, all relevant documents and materials relating to the grievance.

- R. If any employee covered by this Agreement has a complaint which the member wishes to discuss with their immediate supervisor, the member is free to do so without recourse to the Grievance Procedure.
- S. 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.
- T. 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.
- U. All parties to this Agreement do hereby covenant and agree that any Grievance Procedures 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 twenty-four (24) hours to the Executive Director of Human Resources, or their designee, the personnel file shall be open to the member of the negotiating unit in 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 member's file. The time for review shall be kept to an absolute minimum, but in any event, 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 as 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. The employee shall acknowledge that the member has had the opportunity to review the material by affixing the member's signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The above shall apply to both those who are now employed by the College, 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 or their designee.
- E. Consistent with the requirements of (B) above, an individual may make one (1) copy of each item contained in the members' file that is not restricted by (B) (1) through (B) (4) above. Such copies shall be made by the Human Resources Department at no cost to the employee the first time during a year that such 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 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 upon request.
- B. The development of these descriptions shall be the responsibility of the College and further, the College shall have the right to change any job descriptions as in its sole discretion it deems desirable, provided such change is not inconsistent with the terms of this Agreement. The College agrees to consult with the Association's President and the affected individual about such change, but the College's decision on such change shall be final.
- C. The Association's 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's 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. At its discretion, the College may extend the probationary period for a forty-five (45) day period. This shall not be arbitrarily applied.

Days lost from work because of sickness and accident during probationary period shall not be considered in computing the probationary period.

Probationary employees shall receive holiday pay.

- 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. Such action shall not be made the subject matter of any arbitration by the employee or the Association consistent with Article 37 herein.
- C. Except otherwise provided by this Article 11, a probationary employee shall not be covered by the terms and conditions of this Agreement for the entire duration of their probationary period.
- D. Upon termination of the probationary period, a member's length of service shall be computed from the initial date of hire.

ARTICLE 12: GRANT FUNDED EMPLOYEES

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

- A. Grant funded employees shall be entitled to unit benefits and salary only to the extent provided for in the grant. However, benefits and salary shall not exceed that afforded to regular unit members in comparable positions.
- B. In the event that a grant is not refunded, or if funding is terminated before the normal grant termination date, a grant funded employee shall be subject to termination without regard to notice requirements elsewhere in this agreement. However, the College shall endeavor to give such notice of termination as soon as possible after receiving notification from the funding agency. The Executive Director of Human Resources, or designee, shall promptly notify the affected employees.
- C. Grant employees shall be expected to take vacation days during the year earned, and shall be subject to loss of vacation days under the same conditions as other unit members. However, if a grant employee transitions to a College funded employee, they shall be allowed to carry over vacation days to their College line funded employment.
- D. Persons who enter grant employment from a College line position shall be eligible to carry with them any unused vacation days in the current year, or they may avail themselves of any contractual provision pertaining to unused vacation days of the unit they are leaving.
- E. If the College applies for grants or renewals, it shall make every reasonable effort to apply for sufficient grant funds to cover known or anticipated salary fringe benefit costs for unit grant funded employees. A grant funded employee shall not be entitled to salary or fringe benefits if the expenditure of College funds would be required to provide it, unless required by the grant. If either the terms of the application or the terms of the grant in any way prohibit specific salary or fringe benefits, or if insufficient funds are provided, those benefits shall not be available to grant employees. However, in such a case, the employee and the Association shall be advised of the situation when it is known by the College. Any

decisions made by the College or agreements reached under this provision shall be reduced to writing and copies given to all of the parties and shall not be subject to the Grievance procedure.

- F. Employees who are to be considered "grant funded" shall be informed of such status prior to placement in the position. Such information shall be contained in all job announcements.
- G. [Deleted]

ARTICLE 13: WORK SCHEDULE

- A. The normal work week for all full-time office workers shall be thirty- five (35) hours. The workday shall include an unpaid meal period scheduled to occur between the hours of 12:00 p.m. and 2:00 p.m. pursuant to Article 16. Employees agree to cooperate with their Department Head, or their designee, when work is needed to be completed during this time period. The College shall make every effort to avoid scheduling employees for work weeks other than five consecutive days unless such is required by the applicable program or consented to by the employee.
- B. All full-time Facility staff shall be scheduled to work a normal forty (40) hour week, over a period of five (5) consecutive days, on one of three shifts in operation at the College, including Saturday and Sunday hours. The workday shall include a meal period pursuant to Article 16. Any changes in current scheduled working hours within a work shift will 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 to the member, In writing, at least two (2) weeks in advance of the effective date of the shift change.

No Maintenance Technicians may leave their post unless properly relieved by the next shift or supervisor.

Clean up time, not to exceed fifteen (15) minutes, shall be allowed prior to punch out for Facility staff.

- C. Summer work hours shall be provided to the Office Workers only in accordance with College policies and procedures pursuant to the following schedule:

Monday, Tuesday, Wednesday: 8:30 a.m. to 6:00 p.m.
Thursday: 8:30 a.m. to 4:30 p.m.

New Article: 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 in order to accurately record time worked. No employee may clock in or clock 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.

- B. The parties recognize that employees must also follow the College's Regulations, Policies and Procedures regarding time and attendance reporting. Any employee who has failed to follow the College Regulations, Policies and Procedures shall be subject to discipline, up to and including termination.
- C. Any employee who has failed to follow the College's Regulations, Policies, 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 member can demonstrate special or extenuating circumstances that have prevented the member from satisfying the College's Regulations, Policies, and Procedures regarding time and attendance reporting.
 - (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 from date filed by employee.
 - (3) If the Executive Director of Human Resources, or their designee, agrees with the employee's statement, the member's day's wages shall be restored. If the Executive Director, or designee, does not agree, then the employee's wages shall be adjusted accordingly, and the employee shall receive a written 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(D) 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 of this appeal process.

ARTICLE 15: OVERTIME

- A. One and one-half (1 1/2) times the employee's regular hourly base rate of pay shall be paid for all work performed in excess of thirty-five (35) hours for Office Workers and forty (40) hours for Facilities Staff.
- 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 as requested. However, the Department Head, or designee, shall make a good faith effort to obtain a suitable volunteer to perform the overtime work. No overtime shall be paid unless the work has been specifically authorized by the Area Head, or designee, prior to performance of the overtime.

- C. All members of the unit shall be paid overtime at a rate of one and one-half (1 1/2) times their regular hourly based rate of pay for all hours worked in excess of thirty-five (35) hours for Office Workers, and forty (40) hours for Facilities Staff in any one work 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. Current employees shall have the option of first refusal for any work to be performed in their department outside of the individual's normal work shift.
- E. An off duty Facilities staff member required to report to duty shall be paid a minimum of four (4) hours, regardless of whether the Facilities staff member works the entire four (4) hours.

ARTICLE 16: LUNCH PERIOD AND BREAKS

- A. Office staff shall choose between either of the following: two (2) fifteen minute each, unpaid rest periods and a thirty (30) minute unpaid meal period, or a sixty (60) minute unpaid meal period. Office staff shall not perform work during a break/meal period.
- B. Except otherwise provided below in paragraph C, Facilities staff shall receive two (2) fifteen minute paid rest periods and one (1) thirty (30) minute unpaid meal period. Facilities staff may perform work during their paid break period but shall not perform work during any unpaid meal period unless otherwise directed to do so by the College.
- C. The HVAC staff is on duty 100% of the time. The HVAC staff workday shall include (1) paid rest period for each half of the work day, and a paid meal period break, which combined shall equal sixty (60) minutes.
- D. Neither lunchtime nor break time may be accumulated if not taken. An employee may not be excused from a late arrival or early departure by working during a rest period. An employee may be required to work during a scheduled meal break; if this occurs, the employee will not receive additional compensation, but will have the opportunity to have an equal amount of time available as a break at some point during the remainder of the employee's workday.
- E. Any unit member who leaves the College grounds during an unpaid meal or rest period may be required to clock out upon leaving and clock in upon returning. The member shall not be paid for any time taken without authorization.

ARTICLE 17: VACATIONS

- A. Bargaining unit employees covered by this Agreement shall receive vacation days with pay, if eligible, according to the following schedule:

Period of

Continuous Employment

Length of Vacation

1 month 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. Newly hired employees shall accumulate vacation during their probationary period, and shall then receive their vacation credit as set forth above upon becoming a regular employee.
- C. Vacation pay shall be computed on the basis of the employee's regular base rate of pay at the time of the vacation.
- (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. To establish the above prohibition, the employee must notify the Area Head, or their designee, in writing, within three (3) working days from the date of receiving the notice of denial, that a vacation request had been denied by the employee's supervisor, or their designee. The denial may be appealed, in writing, to the President, or their designee, within three (3) working days.
 - (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 except as limited by Article 11. 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. The value of days used beyond that, if any, shall be deducted from the employee's final pay or reimbursed to the College by the individual if the final pay is insufficient.
- D. The Department Head, or designee, shall have the right to schedule vacations throughout the entire year in accordance with the best interests of the operation of the department and the needs of the College. Vacation requests for ten (10) days or more require approval, in writing, by the Department Head or their 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. Seniority shall be the basis for settling conflict regarding the taking of vacation leave.
- E. Eligible employees must submit a written request for the preferred time off to their 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.

F. [Deleted]

ARTICLE 18: 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. All employees with one (1) or more years of service shall accrue sick leave at the rate of one and one-quarter (1-1/4) days for each month of service. 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.
- D. 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.
- E. Payment under this Article shall be made provided that the Area Head and Supervisor are notified of the absence at the earliest possible moment, and in no event after the start of the shift, except in extreme bona fide emergencies. If a Facilities Staff member is not able to contact the Area Head, Supervisor, or designee, then the member 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.
- F. 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, if requested. In addition, no payment shall be made for absences of employees on the day before or the day 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.
- G. 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.

H.

- (1) In the event an employee is not absent under this Article during member's anniversary year, that employee shall be granted one additional personal day to be used during the following anniversary year pursuant to Article 27.
- (2) It is understood that if an absence due to sickness does occur, the employee must again satisfy the requirements of Section (G) above, to qualify for additional personal days.

I. Disciplinary action shall be taken if there is a pattern of abuse of sick leave.

ARTICLE 19 SICK LEAVE BANK

- A. The College shall establish an emergency "Sick Leave Bank" to be administered jointly by the parties through the Executive Director of Human Resources, and President of the Association, or their respective designees.
- B. The College shall contribute into this "Bank" three (3) days of sick leave per member of the bargaining unit at the beginning of each year of 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 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 available personal, vacation and sick leave having been exhausted; and
 - (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 as provided in this Agreement shall not accrue 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 20: HOLIDAYS

- A. The College will grant members of the bargaining unit and those covered by this Agreement the following holidays off with full pay:
 - 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 mutually agreed upon by the Department Head and employee within fifteen (15) working days of the birthday
 - All other holidays officially declared by the College, including but not limited to Juneteenth.
- B. The above holiday schedule shall be subject to change as directed by the academic schedule of the College. At the discretion of the Department Head, or their designee, members of the unit may be required to perform duties on a day declared as a holiday. However, the Department Head, or their designee, shall make a good faith effort to obtain a suitable volunteer to perform work on that day. If this occurs, one and one half (1 1/2) times the employee's regular hourly rate of pay shall be paid for the hours worked, provided the provisions of Article 13 have been satisfied and the employee shall receive the holiday pay in addition to the pay for the hours worked.

- C. Any employee who has been scheduled to work on any holiday and does not work on that day, shall receive no pay for that day, subject to the provisions of Articles 17 and 25 of this Agreement.
- D. To qualify for holiday pay, an employee must have worked a full scheduled work day immediately before, and a full scheduled work day immediately after the holiday.
- E. An employee shall receive holiday pay if the member is actively employed at the time of the holiday, and is not on unpaid sick leave, leave of absence, maternity leave, layoff, and otherwise fulfills the eligibility requirements of this Article.
- F. In the event a specific holiday as provided in (A) above falls on a Sunday, the Monday following the holiday, shall be observed as the holiday. In the event the holiday falls on Saturday, the Friday before the holiday shall be observed as the holiday.
- G. [Deleted]
- H. Holiday pay shall be computed at the employee's regular hourly base rate of pay in effect at the time of the holiday, but not to exceed seven (7) hours pay for Office Workers, or (8) hours pay for Facilities Staff.

ARTICLE 21: 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. A Facilities Staff employee may be required to work during the Christmas closing period which has been declared a holiday period by the President. If this occurs, one and one-half (1 1/2) times the employee's regular hourly base rate of pay shall be paid for the hours worked, and the employee shall receive the holiday pay in addition to the pay for the hours worked.
- 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 activities of the College, employees shall suffer no loss of pay. If a Facilities Staff member is required to report to work during such conditions, the member shall be compensated at a rate of one and a half (1 1/2) times the member's regular hourly base rate of pay for the hours worked in addition to the regular rate of pay for that day.
- D. It is agreed that Facility Staff members have an obligation to maintain the facilities of the College in such condition to assure full operation of all its functions in spite of weather and other similar factors. Therefore, employees shall not be excused from reporting to work on occasions such as school closings due to weather unless such closing affects and involves all functions and activities of the College (for example, night classes or weekend classes).

ARTICLE 22: 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 the specific approval of the Executive Director of Human Resources and the Office of the President of the College or their respective designee.
- 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 the three (3) weeks notice cannot be given. In such 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 member's normal working hours at the College, the employee shall be subject to discipline up to and including termination.
- D. The decision of the Executive Director of Human Resources or designee may be taken to the President of the College for final decision 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 23:
 - (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 member's leave of absence, the member may, if member desires, purchase credit for pension participation retroactively for the entire period of leave. To accomplish this, special forms must be prepared in the Human Resources Department.
 - (2) Life Insurance
 - a. Depending upon when an employee's leave of absence begins, member'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 leave of absences without pay:
 - i. While and employee is receiving periodic benefits under the Workers Compensation Law.

- ii. While an employee is on maternity 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) Traditional Insurance Plan

- a. For employees in a pay status, coverage shall continue to the end of the third (3rd) month following the month in which one's leave begins. This applies to all leaves of absence including child care.
- b. For employees in a no pay status, coverage may be continued 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.

- (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 member 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 member's employment before the expiration date of member's 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.
- H. 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 Executive 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.

Title Change: ARTICLE 23: FAMILY/CHILD CARE LEAVE

A. Child Care Leave

- (1) Child Care leave without pay shall be granted by the College to eligible employees who have completed one (1) year or more of continuing full-time service. Generally, this leave shall be for 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 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 certificate indicating the anticipated date of birth.
- (3) Leave shall be granted upon written application at least three (3) weeks in advance of the leave.
- (4) Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor shall the member continue to accrue previous seniority. However, there shall be no loss of previous seniority or accrued benefits (See Article 22, 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 the employee examined by the College designated physician at no cost to the employee.

- (2) Accumulated sick, vacation, or personal days may be used during any Leave under this Article.

- 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 of at least one (1) month to 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 notice and provide such certificate 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 who will examine and offer a professional opinion at no cost to the employee, at any time during the pregnancy and post-partum period, if 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 26: BEREAVEMENT LEAVE

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

Parents, spouse, domestic partner, child five (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 three (3) days

One (1) day per year may be used to attend the funeral of a friend or distant relative not living in the employee's home.

- B. Pay for leave shall be at the employee's regular hourly base rate in effect at the time of the leave, but in no event shall exceed seven (7) hours pay for Office Workers, and eight (8) hours pay for all Facilities Staff, 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 College 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 the employee is on layoff, leave, in a no pay status, or otherwise absent from work under any other provisions of this Agreement for the period of time allowable for Bereavement Leave. When on vacation, another vacation day(s) shall be substituted for the Bereavement Leave and the vacation leave mutually rescheduled.
- 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 27: PERSONAL DAYS

- A. For all eligible members of the negotiating unit three (3) personal leave days, with pay, shall be available in full at the beginning of the contract year, for business that cannot be taken care of outside of normal working hours. Employees hired after April 1 shall not earn personal days until July 1 of the following year. As a condition of payment, it is mandatory that at least three (3) days notice 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 17.
- D. 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.
- 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 28: FREE PARKING

- A. 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 at a parking lot designated by the College.

ARTICLE 29: JURY DUTY

- A. If a member of the negotiating 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 employee shall be paid for such jury duty in an amount equal to the length of the employee's absence from work multiplied by the member's regular hourly base rate of pay for a maximum of seven (7) hours for Office Workers, and eight (8) hours for Facilities Staff members in any one day.
- B. To be eligible for jury duty pay or witness pay, an employee: (1) must have scheduled to work on that day; (2) must inform the 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 shall 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, indicating 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 30: TUITION WAIVER

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

A. TUITION WAIVER

I. ELIGIBILITY

- (a) The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse, recognized domestic partner (as defined by the New Jersey Division of Taxation) or dependent child (as defined by IRS Code) accepted for enrollment in a degree program at Essex County College.
- (b) The College shall provide waiver assistance only to the extent that expenses are not covered by financial aid, discounts, subsidies, grants, scholarships, or other tuition support.
- (c) The member, spouse, recognized domestic partner (as defined by the New Jersey Division of Taxation) or dependent child shall successfully complete the course to qualify for subsequent waivers. Successful completion shall be defined as receiving a minimum of "C" in the course.

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.

III. DEGREE ATTAINMENT - A member earning an initial Associate degree shall receive a lump sum salary adjustment, 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's 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 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 procedures.

- (b) The degree program shall be relevant to the individual's position, or higher position at the College, or the individual is enrolled in a degree program that is deemed relevant by the College.
 - (c) Any courses offered by Essex County College are provided pursuant to Article 30(A) and shall be excluded from reimbursement.
- IV. DEGREE ATTAINMENT: A member earning an initial degree shall receive a lump sum base salary adjustment, the beginning of the contract year following the submittal of an official transcript indicating degree conferment, in the amount of: Bachelor degree \$2,000; Master degree \$3,000; Doctorate degree \$4,000. This degree attainment provision shall apply only for degrees earned on or after January 1, 2008.
- V. EMPLOYMENT OBLIGATION: A member, who resigns from the College within two years from the date of completing courses for which the College made tuition reimbursement payments shall repay the College as described in the Tuition Reimbursement Agreement.

Title Change ARTICLE 32: 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 33: SAFETY AND UNIFORMS

- 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 which affects the safe environment of the employee's work location, the member shall immediately contact the member's Supervisor or Department Head for instructions.
- C. All members of the bargaining unit are obligated to immediately report all injuries or accidents on the job, whether occurring to the employee or a fellow worker. Such report shall be made to the Department Head, or designee and the Department of Human Resources.
- D. The College shall furnish five (5) sets of uniforms to all Facilities Staff members who are required to work in uniform. The College shall also provide uniform maintenance and replacement services. Each Facilities Staff member covered under this paragraph shall receive one pair of safety shoes each year. Whenever a uniform has been furnished to a member, the member is required, at all times, to wear the uniform when at work.
- E. Regulations and procedures for the uniform maintenance and replacement service shall be distributed to all employees once a year and shall be posted by all time clocks.

ARTICLE 34: MEDICAL INSURANCE COVERAGE

- A. The College shall pay the full premium for the current Traditional Insurance Plan provided for all non-probationary members of the bargaining unit and their dependents as defined by the Plan. This health insurance shall include hospitalization, medical-surgical, major medical and Rider J insurance.
- 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 if 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.
- E. [Deleted]
- F. The College shall make a conscientious effort to provide as complete a medical examination as possible.
- G. All Facilities Staff shall be required to take an annual physical examination, paid for or administered by the College (at the discretion of the College), during the period thirty (30) days before or thirty (30) days after the member's birthday. The College shall make a conscientious effort to provide as complete a medical examination as possible. The focus of the exam will be on those aspects of the individual's condition which directly relate with member's ability to perform the essential functions of the member's position and to identify those jeopardizing the member's personal safety and the safety conditions of the member's fellow employees.

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.

D. [Deleted]

Title change ARTICLE 37: ASSOCIATION DUES DEDUCTION

- 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 formerly 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 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 shall 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 and 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. However, The College has the sole and exclusive right to suspend, terminate or otherwise discipline temporary, part time, and probationary employees at its discretion. Such determinations shall not be subject to the arbitration provisions contained herein.
- B. 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.
- 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.
- 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.

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 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

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

[Deleted]

ARTICLE 42 MERIT BONUS

A. Eligibility

To be eligible for a Merit Bonus, a unit member 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 Human Resources Department, to the employee's Department Head, or designee. Or, if in the position less than one (1) year, the employee may submit it to 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, will 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 all applications, whether recommended or not with rationale to the Chair of the Merit Review Committee by October 1.

The Merit Review Committee shall review the application. Each member shall give each application a score based on the following criteria:

(a) Ratings in annual evaluations for overall performance of "Outstanding" or "Exceeds Requirements" in two (2) out of the last three (3) evaluations (up to [5] points).

(b) Contributions towards the enhancement of the operation of their office/area/College (up to five [5] points).

(c) Dedication to job performance beyond their regular working hours.

(d) Documentation of acquired skills (up to five [5] points).

(e) Involvement in and contributions to College activities (up to five [5] points)

(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 [5] points);

(b) Years of experience in their job (up to five [5] points);

- (c) Documentation of acquired skills (up to five [5] points);
 - (d) Letters of commendation from supervisors (up to five [5] points);
 - (e) Ratings in annual evaluations for overall performance of "Outstanding" or "Exceeds Requirements" in two (2) out of the last three (3) evaluations (up to five [5] points).
 - (f) Timely completion of all mandated College trainings by December 31st of the year prior to the merit application deadline.
- (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 forwarded to the President of the College 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 be for not 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 Bonus shall be added to the individuals base salary, on or about December 1. The President's decision will be binding. However, the College reserves the right to modify or withhold funding for the merit increases to avoid and/or mitigate a fiscal exigency being declared by the Board of Trustees.

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 five (5) members appointed annually by the Association from the following:

- one (1) member from the Student Affairs area;
- one (1) member from the Community and Continuing Education area;
- one (1) member from Academic Affairs area;
- one (1) member from the Vice President's area; and
- one (1) member from the Business Affairs area.

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: NO STRIKE

- A. During the life of this Agreement, or any written extensions hereof, the Association, on behalf of its officers, agents and members, agrees that while 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 44: SENIORITY, JOB SECURITY AND REDUCTION IN FORCE

- A. Seniority shall be defined as an employee's total length of service with the College, beginning with the employee's initial date of employment. Such seniority shall accumulate until there is a break in service. A break in service occurs when an employee resigns, is placed on a leave of absence, is discharged, or retires. The person with the most seniority shall be given preference when the Board finds it necessary to layoff employees. Recall of laid off employees shall be in the reverse order of layoff.
- B. Seniority also shall be the basis for settling any conflict arising relative to employees taking vacation leave.
- C. If a reduction in force is necessary due to budgetary constraints, the Association and the member shall be given reasonable notice of at least sixty (60) days.
- D. [Deleted]

ARTICLE 45: PUBLICATION OF AGREEMENT

A fully executed copy of this Agreement shall be provided to the Association electronically and made available on the College's website.

ARTICLE 48: SALARY/LONGEVITY

[Deleted]

- A. **SALARY**
 - (1) Except otherwise provided in Appendix B2, minimum salaries for Facilities Staff and Office Workers shall be as follows effective July 1, 2024:
 - a. Facilities Staff (40 hours/week) - \$33,000.00
 - b. Office Workers (35 hours/week) - \$28,875.00
 - (2) Effective July 1, 2024, the base salary for eligible employees shall increase in the following order:

- a. First: Eligible unit members earning less than the above minimums shall have their base salary adjusted accordingly consistent with their classification within the unit.
- b. Second: Eligible unit members shall receive a 3% increase to their base salary.
- c. Third: Eligible unit members shall receive a one-time adjustment to their base salary based on their years of service as follows:

Years of Service	One-Time Adjustment Amount
Greater than 0 to 2	No adjustment
Greater than 2 to 5	\$250.00
Greater than 5 to 10	\$500.00
Greater than 10 to 15	\$750.00
Greater than 15 to 20	\$1,000.00
Greater than 20 to 25	\$1,500.00
25 or more	\$2,000.00

- d. Fourth: Eligible unit members classified in a lead custodial position as of ratification of this Memorandum of Understanding shall be retitled as a Senior Custodian and receive a one-time adjustment of \$2,688.00 to their base salary.
- (3) Effective July 1st for the contract year 2025-2026, the base salary for eligible employees shall increase by 3%.
 - (4) Effective July 1st for the contract year 2026-2027, the base salary for eligible employees shall increase by 2.5%.
 - (5) Effective July 1st for the contract year 2027-2028, the base salary for eligible employees shall increase by 2.5%.
 - (6) Only current employees with the College as of the ratification of this Memorandum of Understanding shall be eligible for any of the increases in this Agreement. "Current employees" shall be defined to be all members of the bargaining unit who are active, non-terminated employees on June 1, 2024.

B. LONGEVITY

- (a) A unit member with 5 years of service shall receive a \$750 base salary increase on July 1 of the 6th year
- (b) A unit member with 10 years of service shall receive a \$500 base salary increase on July 1 of the 11th year
- (c) A unit member with 15 years or more of service shall receive a \$300 base salary increase on July 1 of the 16th year

C. [Deleted]

ARTICLE 49: 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.

Appendix B2:

**SUPPORT STAFF ASSOCIATION (SSA)
SALARY MINIMUMS AND SHIFT DIFFERENTIAL RATE**

OFFICE WORKERS

<u>GRADE</u>	<u>MINIMUM</u>
Grade 4	\$28,875.00
Grade 5	\$29,375.00
Grade 6	\$29,875.00
Grade 7	\$30,375.00
Grade 8	\$30,875.00
Grade 9	\$31,375.00
Grade 10	\$31,875.00
Grade 11	\$32,375.00
Grade 12	\$32,875.00
Grade 13	\$33,375.00
Grade 14	\$33,875.00

FACILITIES

<u>TITLE</u>	<u>MINIMUM</u>
Custodian	\$33,000.00
Senior Custodian	\$36,120.00
Maintenance Service Worker	\$35,000.00
Maintenance Technician	\$40,000.00

SHIFT DIFFERENTIAL (FACILITIES ONLY)

<u>SHIFT</u>	<u>DIFFERENTIAL</u>
Second	\$0.00
Third	\$800.00

RATIFICATION – This MOA shall be subject to ratification by members of the Association and College and will be subject to the confirmation of funds available. This Agreement shall not be enforceable absent such ratification.

In witness whereof, the College and Association have caused this agreement to be signed.

For Essex County College:

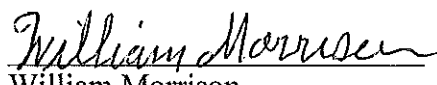


Dr. Augustine A. Boakye

05/05/2025

Date

For Essex County College
Support Staff Association



William Morrison
President

05/05/2025

Date

