

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

This Memorandum of Agreement ("MOA") is by and between the Essex County College Board of Trustees ("College") and the Essex County College Administrative 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 AND DEFINITIONS

A. RECOGNITION

The Board of Trustees of Essex County College hereby recognizes the Essex County College Administrative Association as the exclusive bargaining representative as designated by Chapter 303, New Jersey Public Laws of 1968, as amended by Chapter 123, P.L. 1974, for all administrative Regular Full-Time Employees and Part-Time Employees as defined herein or as otherwise defined as being included pursuant to the Workplace Democracy Enhancement Act, ("WEDA") N.J.S.A. 34:13A-5.11, et seq. employed by Essex County College in the job titles listed in APPENDIX A.

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

B. DEFINITIONS

1. "Association" or "Bargaining Unit" as used herein shall refer to the Essex County College Administrative Association.

2. "Board" as used herein shall refer to the Essex County College Board of Trustees.
3. "Grievance" shall be defined as a Contractual grievance involving an alleged misinterpretation, misapplication or violation of the express terms of the Grievance Procedure.
4. "Grievant" shall mean an employee of the College who is a member of the bargaining unit engaging in the Grievance and Arbitration Procedure.
5. "Regular Full-Time Employee" shall refer to those employees who normally are scheduled to work thirty-five (35) hours per week. Such employees are entitled, where eligible, to all fringe benefits provided herein.
6. "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months and who, at the time of hire, are given a specific termination date. The three (3) month period may be extended by the College up to a maximum of six (6) months. Thereafter, the employee shall be informed whether they will be terminated or become a Regular Full-Time Staff Employee. Such Temporary Employees shall remain "at will" employees and are not entitled and/or eligible to the fringe benefits provided herein.
7. "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 4 ASSOCIATION AND ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

- A. Unless stated otherwise, nothing contained herein shall be construed to deny to any member of the negotiating unit rights derived from the laws of the State of New Jersey or other applicable laws and regulations.
- B. One 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 it is consistent with the needs of the College. Every effort shall be made to relieve administrators of their responsibilities during this one-hour period with the understanding that should the needs of the College dictate, administrators may be called from this activity or meeting to perform services for the College. The Administrative Association shall communicate its desire to the President of the College or their designee to reserve this one hour. The President or their designee shall have the right to request that the one-hour period be changed as dictated by the needs of the College.
- C. [No change]
- D. [No change]

E. Personnel files shall be maintained under the following circumstances for members of the unit:

1. Each member of the bargaining unit shall have on file in the Department of Human Resources, a personnel file.
2. Upon written notice of at least twenty-four (24) hours to the Executive Director of Human Resources or their designee, the personnel file shall be open to the member of the negotiating unit in the Department of Human Resources on a working day between the hours of 9:00 a.m. to 4:30 p.m. The time for review shall not exceed one (1) hour, unless extended by the Executive Director of Human Resources or their designee.

The following material contained in the personnel file shall not be made available to the individual:

- (a) Character and job references from outside sources.
 - (b) Placement records which contain references from outside institutions.
 - (c) Transcripts restricted by the sending institution.
 - (d) Other confidential references or confidential information requested by the College and obtained from outside sources.
3. If any material, except that listed in Paragraph E 2(a) through (d) above is placed in the personnel file of an administrator, the Executive Director of Human Resources or their designee shall so notify the administrator in writing and provide an opportunity to read the material. (After reading, the administrator may affix a personal signature to the copy filed, acknowledging the content as seen but not necessarily agreed with. Should the administrator not respond to the written communication, the Executive Director of Human Resources or their designee shall file a copy of the written notification which was sent to the administrator.

ARTICLE 5 BOARD RIGHTS

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 and conditions of this Agreement.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURES

- A. The terms of both the Grievance and Arbitration Procedures shall be in force for the duration of this Agreement.
- B. The Administrative Association affirms that for the duration of this Agreement, it shall attempt to peacefully resolve any and all disputes with the Board by way of this agreed upon Grievance Procedure.

C. INFORMAL PROCEDURE LEVEL 1

Prior to the filing of a formal grievance, the grievant shall informally discuss the matter with their immediate supervisor. 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, the grievant shall 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.

C. FORMAL GRIEVANCE PROCEDURE LEVEL 2

If the matter remains unresolved at Level 1, the grievant may invoke a formal grievance in accordance with the steps outlined below.

I. STEP I

- (a) If the matter remains unresolved at Level 1, the grievant may advance their Grievance by having the Association submit a written grievance on their behalf to the appropriate Area Head. This written grievance shall be submitted no later than ten (10) working days 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. The submission shall be in a format mutually agreed by the Department of Human Resources and the Association.

The involved administrator, and a representative of the Association, who is an employee of the College and a member of the bargaining unit, shall meet with the Area Head for the purpose of resolving the grievance. The meeting must be held within five (5) working days of the receipt of the written grievance by the Area Head. The Area Head or their designee shall answer in writing with respect to the grievance within five (5) working days after the above-mentioned meeting. The answer shall be dated and presented to the Grievance Chairperson or, if absent, any officer of the Association. The grievant shall indicate in writing, within five (5) working days, acceptance or rejection of the answer rendered.

- (b) In the event the grievant is supervised by the President or an Area Head is the subject of the grievance, any initial grievance shall be filed at Level 2, Step II.

II. STEP II

- (a) If the grievance is not satisfactorily settled in Step I, then within ten (10) working days after receipt of the answer in Step I, the Association shall, on behalf of the grievant, file two (2) copies of the written grievance with the Department of Human Resources and a copy shall be filed with the Administrative Association to advance the grievance. In circumstances where a grievant is supervised by the President or an Area Head is the subject of the grievance, the Association shall, on behalf of the grievant, file two (2) copies of the written grievance with the Department of Human Resources.

- (b) Within ten (10) working days from the date of filing, the Department of Human Resources, or designee, shall meet with the grievant, any involved administrator and a representative of the Administrative Association who is an employee of the College and a member of the unit in an effort to resolve the grievance. The Department of Human Resources or a designee, shall give the answer in writing with respect to the grievance within ten (10) working days, with a copy to the Association. The answer shall be dated and presented to the Grievance Chairperson or, if absent, any officer of the Association.

III. STEP III

- (a) If the grievance is not satisfactorily settled in Step II, then within ten (10) working days after receipt of the answer in Step II, the Association shall file two (2) copies of the written grievance with the President of the College or their designee and a copy shall be filed with the Administrative Association to advance the grievance.
- (b) Within ten (10) working days from the date of filing, the President of the College or their designee, shall meet with the grievant, any involved administrator and a representative of the Administrative Association who is an employee of the College and a member of the unit in an effort to resolve the grievance. The President of the College or their designee, shall give the answer in writing with respect to the grievance within ten (10) working days, with a copy to the Association. The answer shall be dated and presented to the Grievance Chairperson or, if absent, any officer of the Association.

IV. STEP IV

- (a) The grievance shall be deemed to have been satisfactorily disposed of under Step III, unless within ten (10) working days after receipt of the answer in Step III, the Association files, on behalf of the grievant, two (2) copies of the written disposition under the previous Step with the Board. The Association shall also state in writing to the Board the reason for the dissatisfaction with the answer given to the grievant under Step III.
- (b) Within thirty (30) working days from the date of filing of the grievance with the Board, the Board through its duly designated representatives shall meet with the grievant, the appropriate administrator(s), and a representative of the Administrative Association who is a member of the unit in an effort to resolve the grievance. At the sole discretion of the Board, this meeting may be deferred until the next regularly scheduled meeting of the Personnel Committee of the Board.
- (c) The Board shall designate the time and place of the meeting. The Board shall state its disposition of the grievance in writing within twenty (20) working days of said meeting. The answer shall be presented to the Grievance Chairperson or, if absent, any officer of the Association.

V. STEP V - ARBITRATION PROCEDURE

- (a) In the event that the grievant is not satisfied with the decision of the Board pursuant to Step IV, then within ten (10) working days from the date of the Board's decision, such grievance may be taken to arbitration by the Association.
 - (b) Thereafter, the rules and regulations of PERC pertaining to the selection of an arbitrator shall be followed. 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 this Agreement based on the specific issue submitted to the arbitrator. 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 provisions of the Agreement in determining a violation of the Agreement, and shall not substitute their judgement in interpreting the Agreement. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall render a determination in accordance with the laws of the State of New Jersey and shall have the power to make compensatory awards.
- E. The disposition of any grievance at any step of the grievance procedure prior to the actual receipt of the decision of the arbitrator shall be formal and binding upon both parties.
- F. The fees and expenses of the arbitrator and the charges of PERC shall be borne equally by the Administrative Association and the Board.
- 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 procedure, unless the grievant was otherwise scheduled to work on that day. For the purpose of counting workdays under the provisions of this Article, the day that a grievance is actually filed, or an answer actually given, shall not count as a workday for the purpose of counting the number of days within which the next action in the procedure must be taken.
- 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 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 College President and the Administrative Association.
- J. Failure by the grievant/Association at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- K. Failure of the Board and the College Administration 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. It is expressly understood and agreed that, in addition to the exclusions from the provisions of the grievance and/or arbitration procedure which are contained elsewhere in the Agreement, 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 7 of this Agreement.
- M. No reprisals of any kind shall be taken against any Administrative Association member for participating in any grievance.
- N. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual written consent so that the grievance procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.
- O. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the grievant.
- P. It is agreed that all parties involved in the grievance proceedings shall make available, upon request, all relevant documents and materials relating to the grievance.
- Q. A grievance may be withdrawn by the grievant or the Association at any level. However, if in the judgement of the Association the grievance affects the welfare of the members, the grievance may be continued by the Association.

ARTICLE 7 EMPLOYMENT CONTRACTS

- A. Those unit members who are not employed under multi-year contracts shall be employed under contracts of a one (1) year duration which shall expire on June 30 of each calendar year.
- B. For the purpose of termination of one (1) year contracts, a ninety (90) day notice shall be given. However, the Board or the College shall have no obligation to give such notice when terminating for the reason of serious misconduct, or unlawful conduct.
- C. For the purpose of non-renewal of a one (1) year contract, a member's notice shall be given by February 15 of each year and the Association shall receive copies of such notices simultaneously.
- D. Any issues concerning eligibility for multi-year contracts shall be governed in accordance with N.J.S.A. 18A:60-14 and the College's implementing guidelines.

- E. Member notice of non-renewal of a contract for a unit member who has a multi-year Agreement shall be by January 15.
- F. If a unit member is promoted to a new position and the College determines to remove the individual from the new position, the unit member shall be returned to the former position or a comparable position for the balance of the individual's annual contract. If the former position or a comparable position is not available, the unit member shall be duly considered for any other vacant position for which the member may be qualified. Such consideration shall include, but not be limited to, notification of such vacancies, the opportunity to apply and be interviewed, and to be advised in writing of the outcome.

ARTICLE 8 POSITION DESCRIPTIONS

- A. There shall be a written description of each position covered by this Agreement. The development of these descriptions shall be the responsibility of the College and are to be filed with the Department of Human Resources of Essex County College. A position description shall be available to the individual administrator and to the Administrative Association upon reasonable request. The Department of Human Resources will establish and maintain the official College file of position/job description in accordance with College Regulations.
- B. Each position description must include designation of the specific areas of responsibilities and accountability.
- C. The College shall retain the sole discretion to change the job description during the term of this contract from time to time as it deems desirable. However, the administrator involved and the Association shall be notified upon any change in the written description.
- D. Upon any significant changes in job description, the administrator involved along with a representative of the Association who is a member of the unit, shall have an opportunity to discuss both the change in job description of title and a possible salary increase to reflect an increase in responsibilities or duties. If the Association wishes to pursue the matter after this meeting, the Association may, meet with the Department of Human Resources at a time mutually agreeable to all concerned for the purpose of discussing the matter. The Association may accept the Department of Human Resources decision in this matter or may appeal to the President of the College, whose decision in the matter shall be final and binding, and not subject to arbitration.
- E. Any unit member who may become unqualified for a position as the result of a job description change may maintain said position for a period of one (1) contract year to demonstrate their ability to perform the duties of the revised position and/or obtain the necessary education and credentials to be qualified for the revised position. However, should the unit member remain unqualified, they may be removed from said position upon the recommendation of the Area Head and shall be duly considered for any other vacant position for which the member is qualified. Such consideration shall include, but not be

limited to, notification of such vacancies, the opportunity to apply and be interviewed, and to be advised in writing of the outcome.

Title Change: ARTICLE 9 – ASSOCIATION REPRESENTATION TO THE BOARD

ARTICLE 10 HEALTH INSURANCE/PENSION

- A. [No change]
- B. 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 \$500.00 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 \$500.00 maximum.

The unit member shall submit all applicable bills first to the New Jersey State Health Benefits basic plan carrier and major medical carrier. Claims to the College under this section shall be only for amounts declined by New Jersey State Health Benefits Plan carriers or for ineligible items, and the unit member shall be responsible for submitting to the Executive Director of Human Resources or designee, applicable physical or laboratory bills, with member's name, date and procedure, and statement of benefits from primary carrier and major medical carrier. All claims for the preceding contract year shall be submitted once between July 1 and July 31 of the next contract year.

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 parties understand that the Chapter 88 State Retirement Health Benefits (RHB) Plan, Laws of 1974 program is being eliminated by the College. As a result, as of July 1, 2021, deductions from pay for the Chapter 88 program will cease and no individual who was a member of this unit shall be entitled to any Chapter 88 benefits or reimbursements for any prior payments made by the unit member.

ARTICLE 11 DENTAL BENEFITS

The College shall continue to provide coverage under its dental plan for all unit members and their eligible family members. The College reserves the right to change this dental plan so long as the benefit levels are not changed.

ARTICLE 12 TUITION BENEFITS

- I.** 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.

B. TUITION WAIVER

I. ELIGIBILITY

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

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

C. TUITION REIMBURSEMENT

I. ELIGIBILITY

- a. A member accepted for enrollment or currently enrolled in an initial Master or an initial Doctorate equivalent 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 graduate rate for comparable 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 fifteen (15) 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 Master or initial Doctorate equivalent 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 "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 the grievance procedure.
- b. The degree program shall be relevant to the individual's position, or a higher position at the College, or the individual is enrolled in a degree program that is deemed relevant by the College.
- c. Any courses offered by Essex County College shall be excluded from reimbursement.

IV. 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 13 LEAVE OF ABSENCE WITH PAY

- A. On recommendation by the President and by approval of the Board, members of the unit may be granted a leave of absence with full or partial pay for professional activities that reflect favorably on the College and/or improve employee job functioning or for other reasons deemed appropriate by the President and the Board of Trustees. The decision of the Board shall be final and binding and shall not be subject to review.
- B. A paid leave of absence shall not be granted in order to allow an employee to work for another employer except with the specific permission and prior approval of the President of the College. When leave is granted for other reasons, the employee who works for another employer during said leave may be immediately disciplined and/or terminated at the sole discretion of the College.
- C. Unless otherwise agreed by the individual unit member, upon return from leave the administrator shall be placed in the same or an equivalent position at a salary commensurate with the current scale.
- D. Any administrator on a paid leave of absence shall retain all insurance and pension benefits without exception during the period of said leave to the extent allowed by applicable law.
- E. [Deleted]

ARTICLE 14 LEAVE OF ABSENCE WITHOUT PAY

- A. An approved leave of absence without pay may be granted to a member of the unit for a period of up to one (1) year. Requests for such leave shall be made in writing to the President at least four (4) months or as soon as practicable prior to the commencement of said leave. If said leave is denied by the President, shall be final and not subject to the grievance and arbitration provision of the Agreement.
- B. Approval of such leaves may be granted for the following reasons:
 - i. Pursuit of a degree at an institution of higher education and/or other professional development.
 - ii. Recuperation from ill health beyond all available sick leave provisions of this contract, consistent with any applicable state health and benefits program.
 - iii. Personal or professional situations necessitating such leave.
 - iv. Child Care Leave in accordance with Article 15 of this agreement.
- C. In certain situations, leaves in excess of one (1) year may be granted by the Board upon recommendation of the President. The decision of the Board shall be final and binding and shall not be subject to review and/or the grievance and arbitration provision of the Agreement.
- D. At the sole discretion of the College, if no qualified replacement can be found to serve for a portion of a year, the employee may be required to take one (1) full calendar year's leave.

- E. In leaves of six (6) months or longer, the member of the unit shall notify the Executive Director of Human Resources or their designee in writing at least sixty (60) calendar days prior to the stated leave expiration date with respect to their plans to return or resign. At the discretion of the College, failure to do so could result in a waiver of the right to return. Where appropriate, prior to return, the member must produce a physician's certificate attesting to their physical fitness for duty and work readiness.
- F. An unpaid leave of absence shall not be granted in order to allow an employee to work for another employer except with the written approval of the President. When leave is granted for other reasons, the employee who works for another employer during said leave may be immediately disciplined and/or terminated at the sole discretion of the College.
- G. If the leave is less than six (6) months in duration, the administrator shall be placed, upon return from leave, in their former or equivalent position, at a salary commensurate with their scale at time of leave.

This ARTICLE shall be administered in accordance with the Family and Medical Leave Act and New Jersey Family Leave Act.

Title Change: ARTICLE 15 CHILDCARE LEAVE

A. CHILD CARE LEAVE

- I. Child Care Leave shall be granted by the College without pay for a period of up to one (1) year.
- II. Employees shall notify the Executive Human Resources Department or their designee in writing within three (3) months of their intended use of Child Care Leave. The notification shall include a doctor's certificate giving the anticipated date of birth.
- III. Leave shall be granted upon written application at least one (1) month in advance of the anticipated date of birth.
- IV. During the period of the leave all fringe benefits shall cease except where statutory law mandates continuance. There shall be no loss of accrued benefits during the leave.
- V. If no qualified replacement can be found to serve a fraction of a year, the employee may be required to take a full year leave. In all cases, the member of the unit shall notify the Human Resources Department in writing at least one (1) month prior to the stated leave termination date as to whether they plan to return or resign. Where appropriate, the employee may be required to produce a certificate from their physician within three (3) weeks of their return indicating that they are physically fit and ready to commence working.

B. FAMILY AND MEDICAL LEAVE

- I. Eligible employees who become unable to work may request additional leave pursuant to the Family Medical Leave Act and/or New Jersey Family Leave Act, to the extent it is available. Requesting employees shall notify the Human Resources Department in writing of their intent to take such leave. The notification shall include a doctor's certification memorializing the employee's inability to continue working.

- II. 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 responsibilities. The College reserves the right to have the employee examined by a College designated physician.
- III. Employees who request such leave shall be required to submit a doctor's certificate for the extended period of leave. Accumulated sick leave may be used during any period of Family and Medical Leave.

An employee who indicates a desire to return to their employment on or before the expiration date of their leave shall be reinstated to their former position or to a position of like status and pay without loss of benefits or service credit, provided that reasonable notice (of at least three (3) weeks) is provided to the Human Resources Department of intent to return; and provides a certificate from their physician to the effect that they are physically fit and ready to commence working. Failure to give such notice shall result in the waiver of a right to return. The Board may require independent examination by a physician. The College, at its discretion, may deny an employee's request to return earlier than the date initially requested.

ARTICLE 16 VACATION

- A. For the duration of this Agreement, members of the bargaining unit shall receive thirty (30) vacation days annually. In addition, all other days when the College is officially closed be treated as holidays for members of the unit.
- B. Vacation days are earned at a rate of 2.5 days per month. The unit member's vacation leave time shall be credited and available for use on July 1 of each year. No accumulation from year-to-year shall be allowed.
- C. For the duration of this Agreement, an individual member may cash in a total of ten (10) days of accrued unused vacation. The ten (10) days of accrued vacation may be cashed-in at any time prior to June 1 of each contract year. All accumulation of vacation shall end on June 30 and no vacation is to be carried over from year to year without the prior approval of the President.
- D. Upon termination, resignation, retirement, or any separation from the College will pay out to the unit member the total number of vacation days accrued and not used during the contract year only.
- F. All vacation time shall be approved by the administrator's Area Head, but approval shall be granted based upon the operational needs of the College.
- G. An administrator who has more than ten (10) earned, unused vacation days as of May 15 and was prevented from taking these days by the College shall notify their Area Head in writing. The College may pay out or permit the administrator to rollover the 10 days out if they cannot use them by June 30 with the written approval of the President.

ARTICLE 17 HOLIDAYS

A. The College shall grant members of the unit the following holidays with full pay:

- Christmas Eve through New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Birthday
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Thanksgiving Friday
- All other holidays officially declared by the College and when the College is officially closed.

B. The above holiday schedule shall be subject to change as directed by the academic schedule of the College. At the discretion of the Area Head or designee, members of the unit may be required to perform duties on a day declared as a holiday. If this occurs, the member shall receive another day off with pay at a mutually agreed time that is not in conflict with vital College activities.

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

ARTICLE 18 PERSONAL DAYS

A. On July 1 of each year, members of the unit shall be granted three (3) personal days for business that cannot be taken care of outside of normal working hours. These days will be prorated for members employed after July 1.

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

ARTICLE 19 BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be granted paid time off for working days lost for bereavement purposes, not to exceed five (5) days immediately following the death of certain members of the employee's immediate family, i.e., a spouse, domestic partner, or child, or three (3) days immediately following the death of other members of the employee's family, i.e., father, mother, sibling, mother-in-law, father-in-law, grandparents and grandchildren for the purpose of attending the funeral. In exceptional circumstances the President may, at their sole discretion, increase the number of days from five (5) to seven (7) days for immediate family and three (3) to five (5) days for other family members. The President's discretion in this respect shall be final and binding and not subject to review or the grievance procedure.
- B. In all cases, to be eligible for such leave, the employee must give notice of absence to the appropriate Area Head or supervisor. The Area Head or supervisor has the right to request proof relating to the employee's bereavement request.
- C. An employee shall not be entitled to bereavement leave if, at the time of death in the family, the employee is on unpaid leave or in a no pay status.
- D. Employees may receive one day off with pay to attend the funeral of any relative not listed in paragraph A above. The requirements set out in paragraphs B and C above shall be applicable for leave under this paragraph.

ARTICLE 20 SICK LEAVE

- A. Members of the unit who are employed as of July 1 of each year shall be granted twelve (12) days of sick leave for the year July 1 through June 30. Employees hired after July 1 shall receive a pro rata portion of the twelve (12) days. Said sick leave shall be available July 1 or the date of hire, if after.
- B. Sick leave may accrue indefinitely but unused days are not reimbursable upon termination, resignation, retirement or any form of separation from the College. Nor may accumulated sick leave 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.
- D. Payment under this Article shall be made providing the appropriate Area Head and Supervisor are notified of the employee's absence at the earliest possible moment and in no event more than one (1) hour after the normal start of the work day except where the nature of the illness or injury prevents this. In this case only, the employee shall make appropriate provision for someone else to call, or when that is not possible, to call in personally as soon as possible.

- E. The Executive Director of Human Resources or their designee may require a medical certification from the employee's doctor prior to payment to verify three (3) or more consecutive days of sick leave absence.
- 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.

Title change: ARTICLE 21 SICK LEAVE BANK AND DONATION OF SICK TIME

- A. The College shall establish an emergency "Sick Leave Bank" to be administered jointly by the Board through the President or designee and the Association through its President or designee.
- B. The "bank" shall be limited for the duration of this Agreement to a total number of days to be determined by providing two and one-half (2 ½) day for each member of the unit covered by this Agreement each year. These days do not accrue from year to year. These days may be dispensed to members of the bargaining unit, upon application, provided there are sufficient days in the bank.
- C. Application for such benefits shall be made to the President of the College and the President of the Association by a mutually agreed upon form developed by the parties.
- 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 shall be dispensed to the applicant at the discretion of the President of the College and the President of the Association where the following preconditions are met:
 - I. Serious, continuing illness or disability to a member of the unit.
 - II. 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.
 - III. All of the employee's available vacation days, personal days, and all available sick leave having been exhausted.
 - IV. The illness or disability is not covered by any long-term disability plan as contained in the Agreement or any short or long-term disability plan as agreed to by the parties.
- 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 President of the Association cannot agree in regard to preconditions stated above, the final decision rests with the President of the College. This decision is final and binding and not subject to grievance procedure.
- H. Where the sick leave bank is exhausted, bargaining unit members may voluntarily donate their accumulated and earned unused sick-day(s) to a member in need.
- I. A leave donor shall donate only whole sick days, may not donate more than 10 such days to any one recipient, and must have remaining to their credit after the donation at least 20 days of accrued sick leave.
- J. Donated sick days shall be subtracted from the donating employee's accumulated and earned sick days and added to the requesting employee's balance.
- K. A leave donor cannot revoke the leave donation. However, if there is any unused donated time for a recipient, the leave will be prorated back to the leave donors in hours based on the amount of time donated.
- L. Recipients will not be permitted to retain unused donated time.
- M. Donations may not be used on a retroactive basis.
- N. An employee may not solicit any money, credit, gift, gratuity, thing of value, or compensation of any kind in exchange for the donation.
- O. The unit member in need shall submit a request in writing to the administrative association executive board for review. The president of the association shall forward the request to the department of human resources to facilitate the donation(s). Whereas the number of leave donors is not capped under this contract, an employee shall only be permitted one (1) request for donated time each contract year of this Agreement.
- P. Decisions regarding eligibility will be made on a case-by-case basis consistent with Paragraph G, above.
- Q. The eligible recipient's leave time will be credited with the donated time indicating the donor. The recipient may receive days from more than one donor, but may not use a total of more than 180 donated days in their lifetime at the college.
- R. The benefits as provided by this Article shall not accrue to or be available to any member of the unit upon termination of employment.

ARTICLE 22 ADJUNCT TEACHING ASSIGNMENT

- A. Members of the unit who are duly appointed members to the adjunct pool of Essex County College shall be given first priority to adjunct teaching assignments when available, providing such priority does not violate any existing current collective bargaining Agreement. Administrators who hold academic rank shall be entitled to this same priority for courses in the Department in which academic rank is held, without being a member of

the adjunct pool. However, if the administrator wishes to teach a course in a Department in which administrator does not hold academic rank, then the administrator must be a member of the adjunct pool. First priority shall be accorded only where the individual in the sole opinion of the appropriate Dean, is qualified to teach such course. The Dean may consult with the appropriate Division or Department Chairperson in reaching a decision.

- B. With the approval of the supervisor and area head, an administrator may not teach more than four and one-half (4.5) contact hours during a semester or a term.
- C. Members of the unit shall be entitled to compensation for such adjunct teaching assignment equal to the faculty overload rate in effect.

ARTICLE 23 REPRESENTATION FEE

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

effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.

- G. The Association hereby agrees to indemnify and hold harmless the College from and against any claims from any non-union members for excessive or improper disbursement of agency shop fees or dues deducted from the salaries of nonmembers of the Association.
- H. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system.

Title Change: ARTICLE 24 MERIT INCREASES

- A. Administrative Association Merit Review Committee
 - I. In order to sustain objectivity, no member of the Committee should be an applicant for a merit increase during the current review period. This does not exclude anyone from being a part of the Committee in the future.
- II. Makeup of the Committee:
 - a. President or Vice President of the Association or other Association Officer who is not an applicant
 - b. Association Officer who is not an applicant
 - c. Department/Division Chairperson, alternating each year
 - d. At-Large Representative from Student Affairs
 - e. At-Large Representative from Business Affairs
 - f. At-Large Representative from Community and Continuing Education
- III. The Association will coordinate the election of at-large representatives.
 - a. Any administrator who applies for a merit increase and is approved may not reapply during the next contract year, but any applicant denied a merit increase may reapply.
 - b. All applicants shall list outstanding accomplishments, contributions, added responsibilities and any other pertinent data that may be considered by the Committee. In addition, the applicant should encapsulate the reasons for feeling deserving of the merit increase.
 - c. Each applicant shall submit an application to the Department Supervisor/Area Head, who will attach a recommendation.

- d. All applications shall be forwarded by the Supervisor/Area Head to the Committee by March 15.
 - e. Each applicant shall receive a notice from the Committee that the application has been received.
 - f. If the Committee so desires, the applicant shall be available for interview.
 - g. After review by the Committee, all applicants shall be ranked according to the following criteria:
 - 1. Ratings of "exceeds requirements" in job performance as evidenced by previous two evaluations.
 - 2. Contributions towards the enhancement of the operation of their office/area/College.
 - 3. Dedication to job performance beyond their regular working hours.
 - 4. Involvement in and contributions to College activities.
 - 5. Accomplishments directly related to institutional goals and objectives.
 - 6. Willingness and ability to work with others to obtain team objectives.
 - 7. Other significant professional accomplishments.
 - 8. Timely completion of all mandated College trainings by December 31st of the year prior to the merit application deadline.
 - h. In some cases, there may be co-seeds according to the vote of the Committee.
 - i. All applications shall be forwarded to the President of the College by April 15 with the Committee's recommendations.
 - j. The President of the College has the option to approve or disapprove each merit increase and shall notify the Committee of the decision.
 - k. The President of the College shall take action on the merit increase at the June Board of Trustees meeting, with increase to take effect July 1.
- B. Funding for the merit increases for unit members shall be a minimum of \$20,000 per year. However, the College reserves the right to modify or withhold funding for the merit increases to avoid and/or mitigate a fiscal exigency being declared by the Board of Trustees.

ARTICLE 25 JURY DUTY

- A. A member of the negotiating unit who is summoned for jury duty or is required to be a witness in a matter directly arising out of employment with the College, and who must serve and who does in fact serve, shall be granted leave to fulfill such duty. Any administrator who may qualify for an exemption from jury duty because of the nature of the position or duties shall cooperate with the College in obtaining such exemption, should the College determine that the member's services to the institution are essential. Failure to cooperate may result in a forfeit of the jury duty payment provided in paragraph B below.
- B. The College shall pay the employee's normal salary provided that an official written record of time served and pay received is submitted to the College for service as juror or as a witness described in paragraph A above.
- C. In order to be eligible for pay, an employee:
 - I. Must notify the appropriate Area Head and Supervisor after receipt of notice to report;
 - II. Must have reported for assigned duties on any day during the period of jury or witness duty as described above although not necessarily absent from work on account of such jury or witness duty;
 - III. Must furnish certificate of completion of jury or witness duty service as described above showing the time reported and dismissed on each day for which jury or witness duty is claimed and the amount of all fees received.
- D. 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 administrator is on other paid or unpaid leave provided for in this Agreement or when an employee is in a no pay status
- E. In no case shall this leave be deducted from vacation days or holidays except by request of the member.

ARTICLE 28 SALARIES

- 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 members of the bargaining unit who are active, non-terminated employees on July 1, 2024.
- 1. Effective July 1, 2024, for contract year 2024-2025, the base salary of each eligible unit member shall be increased by 4.0%, except as follows:

Those employees in a Director position as of July 1, 2024 earning less than the salary minimum reflected in Paragraph B of this Article shall have their base salary increased to the salary minimum and shall receive a 2% increase to their base salary in year one.

2. Effective July 1, for contract year 2025-2026, the base salary of each eligible unit member shall be increased by 3.0%
3. Effective July 1, for contract year 2026-2027, the base salary of each eligible unit member shall be increased by 3.0%.
4. Effective July 1, for contract year 2027-2028, the base salary of each eligible unit member shall be increased by 2.50%.

[Delete - ONE TIME AJUSTMENT]

B. SALARY MINIMUM

The minimum base salary for unit members holding a Director title shall be \$80,000.00.

- C. The College and the Association agree to continue collaborating on the creation of a salary guide. Both parties agree to commence collaborative effort upon the conclusion of the 2024-2025 fiscal year, whereupon they shall engage in good faith discussions and provide necessary data and resources with the intent to mutually agree upon the terms of a salary guide to be implemented at the start of a fiscal year during the term of this agreement.

The Parties acknowledge that the salary increases negotiated herein shall control when crafting the terms of any salary guide. Should the Parties agree to the implementation of a salary guide during the term of this agreement, the Parties agree to its implementation at the beginning of the next fiscal year from the date of the agreement, with increments not to exceed those contained herein for the applicable year.

If the salary guide cannot be mutually agreed upon prior to the start of a fiscal year, eligible unit members shall still receive the base wage increase equal to the overall increase percentages outlined for the applicable fiscal year.

The parties agree that discussions and the process related to the creation of a salary guide during the term of this agreement shall not be considered to be part of formal bargaining, shall be excluded from the grievance procedure, and may not constitute grounds for an unfair labor practice charge while this agreement remains in effect.

D. LONGEVITY

Pursuant to the schedule below, should any unit member reach the anniversary date of the specific year of their employment with the College, the member shall receive a one-time payment, which shall not be made part of base salary, on the July 1 following the anniversary date:

1. A unit member with 10 years of service shall receive a \$ 500.00 payment.
2. A unit member with 15 years of service shall receive a \$ 750.00 payment.
3. A unit member with 20 years of service shall receive a \$ 1,000.00 payment.

4. A unit member with 25 years of service shall receive a \$ 1,250.00 payment.
5. A unit member with 30 years of service shall receive a \$ 1,500.00 payment.
6. A unit member with 35 years of service shall receive a \$ 1,750.00 payment.
7. A unit member with 40 years of service shall receive a \$ 2,000.00 payment.
8. A unit member with 45 years of service shall receive a \$ 2,250.00 payment.

ARTICLE 29 LEGAL SERVICES

The Board shall provide legal representation of its own choosing and assume financial responsibility as a result of any judgment or settlement arising out of any lawsuit brought against a member of the bargaining unit which is the direct result of the member's performance of assigned duties at the College. It is understood that the Board shall not be liable or responsible nor shall it assume any financial responsibility for any intentionally illegal act or wrongdoing by a member of the unit or when the member acts beyond the express or apparent responsibilities of the position or when the member intentionally acts in disregard for established College policies and procedures.

APPENDIX A: AMINISTRATIVE ASSOCIATION TITLES

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

Assistant Dean - Academic Foundations

Assistant Dean - Community Customized
Programs

Assistant Dean - Continuing Education /
Campus Services

Assistant Dean - Online Education and
Resources *

Assistant Dean - Student Affairs

Assistant Dean - Student Life & Activities

Assistant Dean - Student Success

Assistant Dean - West Essex Campus

Associate Dean - Community & Continuing
Education

Associate Dean - Community & Customized
Programs

Associate Dean - Community & Extension
Programs

Associate Dean - Learning Resources

Associate Dean - Liberal Arts

Associate Dean - Nursing & Allied Health

Associate Dean – Academic Affairs on
Special Projects *

Associate Dean - Student Affairs / Special
Projects *

Associate Dean - West Essex Campus

Associate Director - Auxiliary Services

Associate Director - Bookstore

Associate Director - Business Services

Associate Director - Career Resources Center

Associate Director - College Bound Tech Program

Associate Director - Corporate & Business Training

Associate Director - Educational Opportunity Fund (EOF) *

Associate Director - Facilities Management

Associate Director - Facilities Management/Project Coordinator

Associate Director - Family Development Program

Associate Director - Financial Aid

Associate Director - Job Development

Associate Director - Learning Center

Associate Director - Police Academy

Associate Director - Purchasing *

Associate Director - Special Programs

Associate Director - Student Activities

Associate Director - Student Transfer/Articulation

Associate Director - Talent Search

Associate Director - Training Inc.

Associate Director - Upward Bound

Associate Director - Veterans Upward Bound

Associate Director - WISE (Women in
Support - Essex) Women's Center

Associate Director - Workforce Development
Programs

Bursar *

Chairperson - Allied Health

Chairperson - Bilingual Education

Chairperson - Biology/Chemistry

Chairperson - Biology/Chemistry & Physics
*

Chairperson - Business Division *

Chairperson - Engineering Technology and
Computer Science

Chairperson - English Department

Chairperson - Humanities & Bilingual
Studies *

Chairperson - Humanities Division

Chairperson - Mathematics, Engineering
Technologies & Computer Sciences
(METCS) *

Chairperson - Math & Physics

Chairperson - Nursing

Chairperson - Nursing & Health Sciences *

Chairperson - Social Sciences *

Director - Academic Assessment

Director - Academic Programs/West Essex
Campus

Director - Admissions

Director - Adult Learning Center *

Director - Africana Institute

Director - Architecture Program

Director - Athletics/Coach

Director - Athletics / Physical Education
Building *

Director - Bookstore

Director - Business Services/Workforce
Training

Director - Career Resource Center

Director - Center for Academic Skills

Director - Child Development Center *

Director - Community & Customized
Programs

Director - Community & Extension
Programs

Director - Community Education & Campus
Services/West Essex Campus

Director - Continuing Education &
Community Service/ West Essex Campus

Director - Cooperative Education

Director - Corporate & Business Training

Director - Curriculum and Development

Director - Enrollment Services *

Director - Enrollment Services Express

Director - Enrollment Services / Registrar *

Director - Enrollment Services Express/West
Essex Campus

Director - Educational Opportunity Fund
(EOF) *

Director - Evening and Weekend Services

Director - Facilities Management

Director - Financial Aid

Director - Financial Operations

Director – Financial Support Services

Director - Freshman Center

Director - Gear Up Newark Partnership

Director – Grants

Director - Institutional Research *

Director - Learning Center *

Director – Library

Director - Management Services

Director - Media Production and Technology
(MPT)

Director - On-Campus Continuing Education
*

Director - Ophthalmic Dispensing

Director - Program & Curriculum Development

Director – Purchasing *

Director - Recruitment/Marketing

Director - Special Programs & High School Initiative

Director - Special Programs

Director - Student Development & Career Services *

Director - Student Development Center

Director - Student Life & Activities *

Director - Training Inc. *

Director - WISE Women's Center

Physical Plant Engineer

Publication and Production Administrator

Registrar

Superintendent - Buildings & Grounds

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:

For Essex County College
Administrative Association



Dr. Augustine Boakye

9/12/24

Date



Judith Celestin
President

9/12/24

Date