

**PREAMBLE**

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

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

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

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

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

## ARTICLE 1

### RECOGNITION - THE COLLECTIVE BARGAINING UNIT

#### A. INCLUDED

The College hereby recognizes the Association, for the duration of this Agreement, as the sole and exclusive bargaining agent under Public Law 303, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 1974, for all regular full-time and part-time (20 hours or more) staff employees (hereinafter to be defined) employed by Essex County College in job titles, classifications or categories listed in Appendix A and all other similar job classifications which may be added during the contract term.

#### B. EXCLUDED

Excluded shall be all employees in those job classifications and titles directly covered by other collective bargaining agreements currently in existence by and between the College and other collective bargaining agents, all part-time employees who work less than 20 hours per week, temporary employees, managerial, and confidential employees designated by the College.

#### C. SUBSEQUENT CLASSIFICATIONS

(1) The College shall have the initial right to determine whether any other job title, classification or category shall be included or excluded from the bargaining unit as defined by the Agreement. Should the Association protest this inclusion or exclusion, the parties shall meet in an attempt to resolve this

dispute. Either party may submit the matter to the Public Employment Relations Commission (PERC) for a unit clarification in accordance with its rules and regulations.

(2) Pending a resolution of the dispute, the College shall be free to unilaterally determine the rate of pay, hours of work and other terms and conditions of employment for the disputed classification.

(3) Any such dispute shall not be subject to the Grievance Procedure of this Agreement.

## ARTICLE 2

### DEFINITIONS

A. The term "Board" as used in this Agreement shall refer to the Board of Trustees of Essex County College.

B. The term "College" as used in this Agreement shall refer to Essex County College, Newark, New Jersey.

C. The term "Association" as used in this Agreement shall refer to Fraternal Order of Police "F.O.P. Lodge No. 99".

D. The term "Officer" shall refer to all employees defined in Appendix A.

E. The term "Negotiating Unit" or "Appropriate Bargaining Unit" shall refer to that as defined in Article 1 of this Agreement.

F. The words "Employee" or "Employees" as used hereinafter in this Agreement refer only to such persons who are at the time in question within the titles, classifications or categories listed in

Appendix A.

G. The term "Regular Full-Time Staff Employee" shall refer to those non-probationary employees who are employed for an indefinite period and work a forty (40) hour week. Such employees are entitled, where eligible, to all fringe benefits provided herein.

H. The term "Regular Part-Time Staff Employee" shall refer to those non-probationary employees who are employed for an indefinite period and work a minimum of 20 hours or more. Such employees are entitled, where eligible, to all fringe benefits provided herein.

I. The term "Temporary Employee" shall refer to an employee hired for a period of up to three (3) months, or for the periods of leave of a regular employee as provided in the contract, and at the time of hire is given a specific termination date. The said three (3) month period may be extended by the College.

J. The letters "F.O.P." within the Essex County College community shall be used only to refer to Lodge No. 99 of Essex County College.

ARTICLE 3

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association and the Board agree to conduct negotiations in as professional and informal way as possible and in accordance with Chapter 303, Public Law of New Jersey, 1968, as amended by Chapter 123, Public Law 1974. These negotiations shall

be on matters concerning terms and conditions of employment for all members of the bargaining unit.

B. Each party shall make a good faith effort by November 15th of the date preceding the date that this Agreement expires to state to the other party its intention to initiate negotiations over a successor agreement.

C. The parties shall make a good faith effort to exchange proposals and negotiations shall commence not later than December 15th of the date preceding the date of this Agreement's expiration, unless extended by mutual agreement of the parties. Each party shall be entitled, during negotiations, to make counter-proposals at any time subsequent to these dates.

D. Any agreement so negotiated shall be reduced to writing and signed by both parties. It shall be presented to the Board of Trustees and to the Association for ratification.

#### ARTICLE 4

##### SCOPE OF AGREEMENT

A. The Board and the Association acknowledge that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all terms and conditions of employment. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties, after the exercise of that right, are set forth in this Agreement.

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

C. This Agreement shall supersede any rules, regulations or practices of the Board with respect to terms and conditions of employment which shall be contrary to or inconsistent with its terms.

## ARTICLE 5

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The College agrees to furnish the Association the following information upon request:

(1) Directory (in current form) of all personnel in the unit. The College shall notify the Association of new employees and their job titles by giving it a quarterly list of the same.

(2) Updates and changes in the College Regulations Manual as they are adopted.

(3) Prior to the commencement of negotiations and for use during negotiations, the current title and salary of each employee in the negotiating unit.

(4) Job opportunities within the College, including

title and minimum salary, prior to closing date for receipt of applications and in accordance with applicable College regulations. Job descriptions shall be available on request from the Director of Human Resources.

B. Duly authorized representatives of the Association, as certified to the Director of Human Resources, by the President of the Association and who are employed at the College, shall be permitted time to transact official Association business on College property so long as it is on non-work time (such as "lunch" time) and so long as there shall be no interruption with normal College operations or student activities and so long as there is no interference with the work time of other members of the bargaining unit.

C. (1) The Association shall have the right to post notices concerning official Association business on a designated Bulletin Board.

(2) A copy of any material to be posted shall be made available for prior inspection by the Department Head or designee, who shall have the right to disapprove the posting of that material.

(3) Any item posted shall indicate the person responsible for posting of the item. All items so posted shall be the responsibility of the Association.

(4) The material posted shall be in good taste and, no material, notices, or announcements which violate the provisions of this section shall be posted, and if posted, shall be removed.

D. Whenever the College feels it necessary to conduct a negotiating session, conference, or meeting, during the normal work hours, and the attendance of a member of the bargaining unit is required, said individual shall suffer no loss of pay. There shall be no compensation for negotiations or any other conference or meeting held at any other time. The College shall have the right to unilaterally establish negotiating sessions during working hours.

E. What is contained in this Agreement shall be for the exclusive use of the Association.

F. The Executive Committee, to a maximum of three (3) employees, may be granted up to one (1) hour per month for the purpose of conducting meetings during work hours so long as approval is received from the appropriate Department Head. 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 this is consistent with the needs of the College and approved by the Department Head. Every effort shall be made to relieve members of their responsibilities during this one-hour period with the understanding that should the needs of the College dictate, unit members may be called from this activity or meeting to perform services for the College. The Association shall communicate its desire to the Department Head to reserve this one-hour at least one week in advance. The Department Head shall have the right to request that the one-hour period be changed as dictated by exceptional needs of the College.

ARTICLE 6

BOARD RIGHTS

A. Notwithstanding any provision of this Agreement, the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and all local, state and federal laws.

B. The Board retains all rights of management and control of the College and any of the rights, powers, and/or authority the Board previously enjoyed or exercised are retained by the Board and may be exercised without proper notice or consultation with the Association except those specifically abridged or modified by this Agreement.

C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours, consistent with the terms of this Agreement and Public Law 303, New Jersey Laws, New Jersey Public Laws of 1968, as amended by Chapter 123, Public Law 1974.

D. Notwithstanding any provision of this Agreement, where it is in conflict with the laws of the State of New Jersey, such law shall prevail.

ARTICLE 7

GRIEVANCE PROCEDURE

A. This Grievance Procedure shall be in full effect for the

period covered by this Agreement and until a successor Agreement is negotiated and ratified by the parties.

B. The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the College by the peaceful resolution of disputes as provided in Public Law 303, as amended by Chapter 123, Public Law 1974.

C. DEFINITIONS

(1) For the purpose of this 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, including but not limited to disciplinary matters or decisions affecting terms and conditions of employment covered by this Agreement.

(2) For the purpose of this Grievance Procedure, 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.

D. INFORMAL PROCEDURE - LEVEL ONE

Prior to the filing of a formal grievance, the grievant must informally discuss the matter with the Department Head, with the objective of resolving the matter informally, but in no event later than five (5) working days after the grievant's presumed knowledge of the act or conditions upon which the grievance is based.

E. FORMAL PROCEDURE - LEVEL TWO

If, as a result of the informal discussion with the

Department Head or designee, the matter is unresolved, the grievant may invoke the formal Grievance Procedure by having the Association submit a written grievance on the grievant's behalf. This written grievance shall be submitted no later than ten (10) working days after the grievant has initiated the procedure outlined in D. above.

Step I: The grievance shall be filed in writing with the Director of Human Resources. The forms utilized to report and file the grievance shall be mutually agreed upon by the College and the Association. Within five (5) working days of the receipt of written grievance, the grievant, a representative of the Association, and the involved administrator, shall meet for the purpose of resolving the grievance. Within ten (10) working days after the above mentioned meeting, the Director of Human Resources or designee shall provide an answer in writing to the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

Step II: If the grievant is not satisfied with the disposition of this grievance at Level Two, Step I, then within five (5) working days after receipt of the answer by the Association, the grievant shall file two (2) copies of the grievance with the President or designee and one (1) copy with the Association. If this process was exercised in Step I as a result of the reporting level of the grievant, Step III shall apply.

Within five (5) working days from the filing of the grievance with the President or designee, the grievant, a representative of the Association, the involved Administrator and the Director of Human Resources, shall meet for the purpose of resolving the grievance. Within ten (10) working days following that meeting, the President or designee shall give an answer in writing to the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

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

The decision of the arbitrator shall be final and binding regarding any of the specific terms of this Agreement, except as provided herein.

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

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

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

F. Saturdays, Sundays, holidays and any days on which the College shall not be open shall be excluded from the computation of "working days" as the term is used in this Grievance Procedure.

G. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

H. The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the procedure may be extended by written agreement between the parties or their designees.

I. Failure by the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

J. Failure of the employer to submit a written disposition within the prescribed time limits shall allow the grievance to proceed to the next step.

K. 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.

L. No reprisals of any kind shall be taken by the College or the Association or by members of the Administration against any participant in the Grievance Procedure by reason of such participation.

M. 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 consent so that the Grievance Procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.

N. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

O. It is agreed that all parties involved in the grievance proceedings shall make available, without request, all documents and materials pertinent to the processing of the grievance.

P. If any employee covered by this Agreement has a complaint which the employee wishes to discuss with the supervisor, the employee is free to do so without recourse to the Grievance Procedure.

Q. A grievance may be withdrawn by the grievant or the Association at any level. However, if, in the judgment of the Association, the grievance affects the welfare of the members, the grievance may continue to be processed as a grievance of the Association.

R. 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 herein above-referenced. All parties to this Agreement do hereby covenant and agree that any grievance proceedings shall be kept as confidential and as informal as is appropriate.

## ARTICLE 8

### PERSONNEL FILE

A. Each member of the bargaining unit shall have on file in the Office of the Director of Human Resources a personnel file. This file shall be considered the official personnel file for the member of the unit.

B. Upon written notice of at least one (1) day to the Human Resources Department, the personnel file shall be open to the member of the negotiating unit in a specified location in the Human Resources Department on a working day, between the hours of 9:00 a.m. to 3:00 p.m. upon the signature of the member of the unit requesting to see the personnel file. The time for review shall be kept to an absolute minimum, but in any event, not exceed thirty (30) minutes. The following material contained in the personnel file shall not be made available to the individual:

- (1) Character and job references from outside sources.
- (2) Placement records which contain references from outside sources.
- (3) Transcripts restricted by the sending institution.
- (4) Other confidential references or confidential information obtained from outside the College.

C. No document (other than those of a confidential nature mentioned above), which is derogatory to the employee's conduct, service, character or personality, shall be inserted in the individual member's personnel file without prior written notification, which shall be accomplished by personal service or mailing a copy of the information to the employee's listed address by certified mail. The individual member shall have the right to respond to any non-confidential document within ten (10) days from its placement in the member's file. Acknowledgement that the employee had the opportunity to review the material shall be by affixing the member's signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The above shall apply both with respect to those who are employed and those who have since left the employ of the College.

D. The Director of Human Resources shall be responsible for the safekeeping of all personnel files. Files shall not be removed from the safekeeping of the Director of Human Resources.

E. Consistent with the requirements of B. above, an individual may make one (1) copy of each item contained in the member's file that is not restricted by B.(1) - B.(4) above. Such copies shall be made by the Human Resources Department at no cost to the employee the first time during the year that such a request is made.

## ARTICLE 9

#### JOB DESCRIPTION

A. There shall be a job description in the Human Resources Department for each position held by a member of the unit. Copies of current job descriptions may be obtained from the Human Resources Department.

B. The development of these descriptions shall be the responsibility of the College and further, the College shall have the right to change job descriptions so long as the change is not inconsistent with the terms of this Agreement.

C. The Association President shall be provided with a job description for each bargaining unit title. If a job description is changed or a title changed, the Association President shall be provided with a copy of the change in job description or title.

#### ARTICLE 10

##### AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

The College agrees to adhere to all federal and state statutes and regulations concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the College and the Association in a manner which is not discriminatory. As per College Regulation 4-10 regarding Affirmative Action, any complaint of discrimination should be filed with the appropriate agency (Division on Civil Rights, EEOC).

#### 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 one (1) year as provided by law commencing with the first day of their employment.

B. Notwithstanding any other provisions of this Agreement, the College may at any time during or at the end of the period, discharge such probationary employee and such action shall not be made the subject matter of any grievance by the employee or the Association.

C. A probationary employee shall be covered by the terms and conditions of this Agreement after a 90-day period, except that the probationary employee shall continue to be considered an "employee at will" until/unless the employee has satisfied the entire probationary period.

Days lost from work shall not be considered in computing the said ninety (90) day period.

#### ARTICLE 12

##### WORK WEEK

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

The normal work shifts are as follows:

First Shift - 11:00 p.m. to 7:00 a.m.

Second Shift - 7:00 a.m. to 3:00 p.m.  
Third Shift - 3:00 p.m. to 11:00 p.m.

B. Other work schedules may be assigned based on the needs of the institution. The work day shall include a thirty (30) minute meal period. Employees agree to cooperate with their superiors when work needs to be completed during this time period.

C. When an officer works an entire shift, other than the regular assigned shift, the officer shall be paid at the shift differential rate of that shift.

## ARTICLE 13

### OVERTIME

A. Time and one-half of the employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of forty (40) hours for all employees. The work week shall be computed from 12:01 a.m. on Sunday to 12:00 midnight on Saturday.

B. The scheduling of all working hours including overtime shall be within the sole discretion of the College. Officers are expected to work any overtime requested. No overtime shall be paid unless the work has been specifically authorized by the Department Head prior to the performance of said overtime.

C. Only time actually worked shall be considered as part of the full-time work week for the purpose of calculating overtime. Holidays, vacation days, and personal days with pay shall be considered as part of the regular work week for the purpose of computing overtime pay.

D. The Department Head shall have the right to schedule overtime in accordance with the best interests of the operation of the department and the needs of the College. Overtime and special events shall be offered to Employees by rank of seniority.

E. An off duty Police Officer required to report to duty or required to appear in court shall be paid a minimum of four (4) hours, regardless of whether the member works or stays in court the entire four (4) hours.

F. In the event the College is host to any type of special event (i.e. Concerts, Plays, Seminars, etc.), and it requires public safety, bargaining unit members shall receive first priority to work.

#### ARTICLE 14

##### TIME CLOCK

A. Employees shall be required to clock in and clock out on a daily basis as a condition of payment for that day.

B. Where an employee's time card does not reflect entitlement to a full two-week salary, the Department Head shall make reasonable efforts to so notify the employee prior to submission of the time card for processing.

C. The parties recognize that employees must clock in and out in order to accurately record time worked. No employee may clock in or out for another employee. Any employee who fails to follow these rules, or who tampers with the time clock, shall be subject to discipline, up to and including discharge. Failure to clock in and out shall result in docking of the employee's pay in

accordance with College Procedure.

D. An appeal for employees who have failed to follow the College's Procedure for Regulation 4-17, Time and Attendance Reporting, is as follows:

(1) An employee may appeal the loss of a day's pay if the employee can demonstrate that special or extenuating circumstances have prevented the employee from satisfying the Procedure.

(2) The employee must prepare a written statement within five (5) days of receiving a memorandum of time card 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. Director of Human Resources - five (5) days from date filed by employee.

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

(4) The College shall prepare and distribute a notice to all supervisors informing them of this appeal process.

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

## ARTICLE 15

### VACATIONS

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

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

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

(1) There shall be no accrual of vacation time from fiscal year to year. Vacation time must be taken in the fiscal year earned or be lost.

(2) All unit members who have been prohibited from taking vacation time shall be reimbursed at year's end for all those days which were prohibited; the value of the days for reimbursement shall correspond to the value of the day when earned.

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

(3) Employees' annual vacation shall be available in full at the beginning of each July or on a pro-rata basis at the beginning of the individual's employment 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.

C. To be eligible for vacation based upon a month of service as provided above, the employee shall not have been absent from work more than three (3) unexcused working days in said month.

D. The Department Head shall have the right to schedule vacations throughout the entire year in accordance with the best interests of the operation of the department and the needs of the College. A vacation request for days less than 10 may be taken by an employee at any one time with approval, in writing, of the Department Head. Vacation requests for 10 days or more require approval in writing by the Department Head and by the respective Area Head. Such approval shall not unreasonably be withheld if the operation of the department shall not be impaired.

E. Eligible employees must submit a written request for the preferred time off to the Department Head at least three (3) weeks in advance and shall receive a written confirmation or denial

within (5) working days of the request from the Department Head.

F. Vacation time shall be offered to employees by rank of seniority.

## ARTICLE 16

### SICK LEAVE

A. Sick benefits are provided by the College for the benefit of the employee in times of illness. They are a form of insurance so that when the employee is ill, benefits can be drawn upon to offset the loss of wages. As such, accumulated sick leave is not reimbursable under any conditions.

B. Sick leave shall accrue to employees after a period of 90 days commencing with the first month of service. All full-time regular employees with one or more years of service shall accrue sick leave at the rate of one day for each month of service. Regular part-time employees shall earn sick leave on a pro-rata basis.

C. In the event the employee does not take any sick leave during the employee's anniversary year, the employee shall be granted one additional personal day to be used during the following anniversary year.

D. A certificate from an employee's doctor may be required to verify absences in excess of three (3) consecutive days. Also, employees must notify their Department Head or designee not later than one (1) hour before the beginning of their scheduled shift when they shall be absent due to illness. Failure to do so shall

result in Absent Without Official Leave (AWOL) status. If an employee is determined to be AWOL, that employee shall not receive any compensation from the College during that period of time.

E. To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination at no cost to the employee. The employee shall not lose time off from work for such examination if the employee is determined to be able to return to work.

F. In case of extended illness, earned vacation time may be substituted for sick leave. Unused sick leave, however, may not be converted to overextended vacation leave.

G. General holidays observed by the College occurring during an employee's sick leave shall not be charged as a sick day against the employee provided the employee is not on unpaid leave.

H. A certificate from the employee's doctor may be required prior to payment to verify three (3) or more consecutive days of sick leave absence. In addition, no payment shall be made for absences of employees the day before or after a holiday, a long weekend or an employee's vacation period, unless a doctor's certificate is obtained attesting to the physical inability of the employee to report to work. Proof of illness must be presented to the Health Services Department on the day of receipt of said certificate as a condition of payment. This provision shall also apply to absences due to illness of immediate family members residing in the same household.

I. Disciplinary action shall be taken if a pattern of abuse

of sick leave is apparent.

## ARTICLE 17

### SICK LEAVE BANK

A. The College shall establish an emergency Sick Leave Bank to be administered jointly by the parties through the Director of Human Resources and the President of the Association.

B. The College shall contribute into this Bank three and one half (3 1/2) days of sick leave per member of the bargaining unit at the beginning of each year to the Agreement. These days shall not accrue from year to year. These days may be dispensed to members of the bargaining unit provided there are sufficient days in the Bank. In the event days in the Sick Leave Bank are exhausted, the Association, for just cause may petition the Director of Human Resources to have additional days contributed to the Bank.

C. Application for such benefits (to a maximum of twenty-five (25) days per application), shall be made to the Director of Human Resources and President of the Association. Such application shall be accompanied by a doctor's statement providing adequate information pertaining to the employee's expected length of disability and the nature of the illness. The doctor's statement shall at all times be attached to the application in a sealed envelope. Subsequent application for the same illness (to be made at least five (5) days prior to the exhaustion of the twenty-five (25) days) must meet the same preconditions as the initial

application.

D. Days shall be dispensed to the applicant at the discretion of the Director of Human Resources and the President of the Association where the following preconditions are met:

(1) Serious, continuous illness or disability to a member of the unit as verified by a doctor's certificate. In all cases the College reserves the right to have the individual examined by a College-designated physician.

(2) All accumulated or accrued personal days, sick days, and vacation days have been exhausted.

(3) The illness or disability is not covered by any long or short term disability plan.

E. The benefits as provided in this Agreement shall not accrue to or be available to any member of the unit upon termination or resignation of employment.

F. The Director of Human Resources shall make the final decision as to the dispensing of "Sick Bank" days.

G. An accounting of the days available shall be given to the President of the Association in August of each year of this Agreement.

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

## ARTICLE 18

### HOLIDAYS

A. The College shall grant members of the bargaining unit

and those covered by this Agreement the following holidays off with the employees' regular hourly rate:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- Work days between Christmas and New Year's Day
- Employee's Birthday or a substitute day mutually agreed upon by the Department Head and employee, occurring within fifteen (15) working days of the birthday.
- All other holidays officially declared by the College. An announcement shall be made at the beginning of the academic year indicating the specific holidays which will be observed for that year.

B. In the event a specific holiday falls on a Sunday, the Monday following shall be observed as the holiday. In the event the holiday falls on a Saturday, the Friday before shall be observed as the holiday.

C. If the holiday occurs on a day when an employee is not scheduled to work, the employee shall receive an additional day off as scheduled by the Department Head.

D. To be eligible for holiday pay the employee must work the day before and the day after the holiday.

E. Holidays officially declared by the College, the period between December 26 and December 31 and any snow closing days actually worked, shall be paid at the overtime rate for the time

actually worked.

F. During college closings for fiscal reasons of up to and including ten (10) days, vacation or personal days may be taken to continue pay.

#### ARTICLE 19

##### COLLEGE CLOSINGS

A. It is understood that the College has the right to close the institution at any time. The College shall advise the Association of its intention to close at least one (1) month in advance, except in cases of emergency. The College may require the use of vacation time or personal days by those employees who wish to be paid for up to ten (10) closing days per year. It is understood that during a period of closings certain employees may be required to work where the College determines it is necessary for the institution.

B. Employees shall not be excused from reporting to work on occasions such as school closings due to weather, or any other emergency closing.

#### ARTICLE 20

##### LEAVE OF ABSENCE

A. A leave of absence without pay for just cause may be granted at the discretion of the Director of Human Resources upon recommendation by the Department Head to a member of the unit with one year's service, for a period of up to six (6) months. In certain circumstances, a leave of absence beyond that period may be

granted with specific approval of the Director of Human resources and the Office of the President.

B. All requests for leave of absence without pay must be submitted to the Director of Human Resources at least three (3) weeks prior to the intended leave, except in an emergency situation where said three (3) weeks notice cannot be given. Under these situations, notice shall be given as soon as possible.

C. No leave of absence shall be granted to an employee who requests that leave of absence to pursue other employment. If an employee is found to be working outside of the College while on leave of absence during what would be the employee's normal working hours at the College, said employee shall be subject to discipline up to and including discharge.

D. Decisions of the Director of Human Resources may be taken to the President for final determination if agreement cannot be reached on the merits of requested leaves of absence.

E. The following policy shall apply with respect to those employees on leave of absence without pay, including unpaid leave for child care purposes:

(1) PENSION

a. All pension contributions of the employee on leave of absence cease following the month in which the leave begins.

b. When an employee returns from a leave of

absence, the employee may, if desires, purchase credit for pension participation retroactively for the entire period of leave. To accomplish this, special forms must be prepared in the Human Resources Department.

(2) LIFE INSURANCE

a. Depending upon when an employee's leave of absence begins, deductions for the contributory life insurance may have been deducted for that month.

b. For the non-contributory life insurance provided by the College, insurance coverage continues in full force for the following approved leaves of absence without pay:

While an employee is receiving periodic benefits under the Workmen's Compensation Law.

While an employee is on Maternity Leave up to one (1) year.

While an employee is on leave for any other reason up to ninety-three (93) days.

(3) MEDICAL COVERAGE

a. Coverage shall continue to the end of the third (3rd) month following the month in which an employee's leave begins. This applies to all leaves of absence including maternity.

b. Coverage may be continued beyond the period provided in 3(a) above, by the employee making direct payments to the insurance carrier, which payments are to be arranged through the Human Resources Department pursuant to the Consolidated Omnibus Reconciliation Act (COBRA).

(4) In all cases, the rules and regulations as

established under the above-named health insurance, life insurance and pension plans shall govern.

F. Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor shall the employee continue to accrue seniority. However, there shall be no loss of previously accrued benefits or seniority.

G. If an employee indicates a desire to return to employment before the expiration date of leave, the employee shall forward a written request to the Human Resources Department three (3) weeks in advance of the anticipated return date. The approval for such early return shall be made by the Director of Human Resources only if the position is then available. Otherwise, the original expiration date shall apply.

## ARTICLE 21

### MATERNITY/CHILD CARE LEAVE

#### A. UNPAID LEAVE

(1) Maternity/child care leaves without pay shall be granted to eligible employees who have completed one (1) year or more of continuous full-time service. Generally, this leave shall be up to a maximum 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 Director of Human Resources and the Office of the President.

(2) If applicable, employees who become pregnant shall promptly notify their supervisors in writing. The notification

shall include a doctor's certificate giving the anticipated date of birth.

(3) Leave shall be granted upon written application at least three (3) weeks in advance of said leave.

(4) Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor continue to accrue seniority. However, there shall be no loss of seniority or accrued benefits (see Article 20).

B. Disability Leave for Pregnancy

(1) Those employees who become disabled and are unable to work shall submit a doctor's certificate to the Health Services Department. Employees shall be permitted to work as long as their doctor certifies that they are physically able to do so, and so long as they satisfactorily perform their assigned jobs. The College reserves the right to have the employee examined by the College-designated physician at no cost to the employee.

(2) Accumulated sick leave may be used during any period of disability for up to one month before and one month after the anticipated date of delivery.

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

return, and provide certification from their physicians to the effect that they are physically fit and ready to commence working. Failure to give such a notice shall result in a waiver of the right to return.

D. With respect to any disability leave for pregnancy or unpaid leave for maternity purposes, the College at its discretion, can appoint, at no cost to the employee, a doctor who shall examine and offer a professional opinion at any time during the pregnancy and post-partum period where there is a question as to the employee's functional capabilities in discharging her professional responsibilities.

E. This article shall be administered in accordance with the Family and Medical Leave Act of 1993.

## ARTICLE 22

### MILITARY LEAVE

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

## ARTICLE 23

### RESERVE TRAINING LEAVE

A. All members of the unit who are called for reserve training as members of any of the Armed Forces or National Guard Reserve units, shall be granted leave, and shall be paid according

to law.

B. Two (2) weeks notice, made to the Department Head, of intended absence is required and the College reserves the right to request and obtain a copy of the official military order.

## ARTICLE 24

### BEREAVEMENT LEAVE

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

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

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

C. In all cases, to be eligible for such leave, the employee must give notice of absence to the employer. The College has the right to request proof of the decease's relationship to the employee. The condolence 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 condolence leave if,

at the time of death in the family, the employee is on vacation, layoff, leave, or otherwise absent from work under any other provisions of this Agreement.

E. With the approval of the immediate supervisor and Area Head, or their respective designees, the leave, for good cause shown, may be extended to five (5) days (7 days for spouse or child). In case of a dispute, the President's decision shall be final and binding.

## ARTICLE 25

### PERSONAL DAYS

A. For all eligible members of the negotiating unit three (3) personal leave days, with pay, shall be available in full at the beginning of the contract year, for business that cannot be taken care of outside of normal working hours. Employees hired after April 1 will not earn personal days until July 1 of the following years. As a condition of payment, it is mandatory that at least three (3) days notice of application to take a personal day be given to the immediate supervisor or designee, except in cases of verifiable emergencies.

B. Final approval for said leave shall be made by the Area Head, or designee, and the decision shall be final and not subject to review.

C. Personal days shall not be used to extend vacations, or used in conjunction with sick leave, except as provided in Article 16.

D. For those 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 accrue from year to year and these days, if not used, are lost and not reimbursable upon termination of employment.

#### ARTICLE 26

##### FREE PARKING

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

#### ARTICLE 27

##### JURY DUTY

A. If a member of the unit is called on and reports for jury duty, and serves or has been subpoenaed as a witness for the College and must attend, the employee shall be granted leave to fulfill such duty. The member shall be paid for such duty an amount equal to the length of the employee's absence from work times the employee's regular hourly rate of pay for a maximum of eight (8) hours, less any fees received on account of such jury duty.

B. In order to be eligible for jury duty pay, an employee

(1) must have been scheduled to work on that day; (2) must inform the Department Head or designee immediately upon receipt of notice to report; (3) shall cooperate with the Department Head or designee requesting excuse from or delay of jury duty in those cases in which the Department Head or designee determines that the employee's absence shall adversely affect the operation of the department; (4) must not have volunteered for such duty; (5) must furnish a certificate of jury duty service showing the fact that the employee reported and was dismissed on each day for which jury duty is claimed and amount of all fees received.

## ARTICLE 28

### TUITION WAIVER

Eligibility for the College's Tuition Remission 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 and the Executive Vice President/Provost.

#### **A. TUITION WAIVER**

##### **I. ELIGIBILITY**

- a. The College shall grant full tuition and fees waiver for a member of the bargaining unit, the spouse 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 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.

**III. ON-CREDIT COURSES** - Tuition remission shall be granted to the member for non-credit Continuing Education Unit fundable courses directly related to the employee's job.

**B. TUITION REIMBURSEMENT**

**I. ELIGIBILITY**

- a. A member accepted for enrollment in a 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. Member shall be in pay status during the course for which tuition reimbursement is requested.
- c. Member most recent performance evaluation shall reflect a "meets standards" or higher overall evaluation rating.
- d. Member shall have a minimum of one year of continuous employment to be eligible for participation.

**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 academic year (September through August).
- b. Reimbursement shall be restricted to courses necessary to earn an initial Bachelor, Master or Doctoral degree, unless otherwise approved.
- c. Member shall successfully complete the course to qualify for tuition reimbursement. Successful completion shall be defined as receiving a minimum grade of "C" in undergraduate and "B" in graduate courses.
- d. The College shall provide tuition reimbursement only to the extent that expenses are not covered by discounts, subsidies, grants, scholarships, or other tuition support.
- e. The member shall submit an official grade report and receipt of tuition paid to obtain reimbursement.

- f. Reimbursement application shall be submitted within 60 days of course completion.

### **III. REIMBURSABLE COURSES**

- a. The member's selected degree program shall receive prior approval from the appropriate area head and the Provost. The decision of the Provost is final, binding, and not subject to arbitration.
- 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.
- d. 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 completion of a Bachelor, Master or Doctorate course, shall repay the College as described in the Tuition Reimbursement Agreement.

## ARTICLE 29

### COLLEGE BOOKSTORE

A. Members of the negotiating unit are entitled to a fifteen (15) percent discount on hardbound and paperback books purchased at the College Bookstore, provided that the individual is enrolled in a course at the College, that the book is required reading for said course and sufficient proof of registration is presented. Purchase shall be limited to one (1) copy of a book per member of the unit.

B. Members of the unit shall be allowed a fifteen (15) percent discount on any purchase of supplies and merchandise in excess of fifty (50) cents. Discounts do not apply to items on sale.

## ARTICLE 30

### SAFETY

A. It is the responsibility of the College to provide a safe work environment. The employees shall share the responsibility for personal safety in the workplace by giving full attention and compliance to all safety-related work rules promulgated by the College.

B. If a member of the bargaining unit feels that a situation exists which affects the safe environment of the member's work location, the member shall contact the immediate Supervisor or Department Head immediately for instructions.

C. All members of the bargaining unit are obligated to report immediately all injuries or accidents on the job, whether occurring to the employee or a fellow worker. This report shall be made to the Department Head or designee who shall arrange for the individual involved to proceed to the College Health Services Department for treatment during HSD hours, and a follow-up examination by a College-designated physician and paid for by the College.

## ARTICLE 31

### UNIFORMS

The College shall provide uniforms to newly hired Police Officers free of charge. The College shall provide a \$1,300 annual stipend for maintenance of uniforms and shoes, half to be provided in December and half to be provided in June. For unit members who have not worked the entire calendar year, the stipend shall be paid on a pro rata basis, based on actual months of service for that calendar year.

#### ARTICLE 32

##### ANNUAL PHYSICAL

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

#### ARTICLE 33

##### MEDICAL INSURANCE COVERAGE

A. The College agrees to maintain life insurance, pension, and health insurance coverage for the duration of the Agreement. The College reserves the right to substitute equivalent plans during the life of the Agreement, provided that coverage is not reduced. In case of College substitutions, increases in cost shall require the approval of the Association.

B. Dental insurance coverage shall be provided to Association members at the same level of benefits provided to other College bargaining units, specifically to include a \$1,500 one time orthodontics coverage and maximum annual benefits to \$2,500 per

year.

C. The College agrees to extend the Supplemental Retirement Account ("SRA") deduction currently available as a payroll deduction to any eligible employee requesting such deduction, and shall forward funds to the appropriate carrier.

## ARTICLE 34

### LIFE INSURANCE

A. All bargaining unit members covered by this Agreement and under the Public Employment Retirement System (PERS), or the Police and Firemen's Retirement System (PFRS), shall receive life insurance as outlined in those plans.

B. An additional one and one-half (1 1/2) times annual salary of life insurance is provided, which is paid for by the employee, at the rate of one-half (1/2) of one percent (1%) of annual salary. This insurance is mandatory during the first year of membership in the Plan.

Dental Plan and Retirement Dental Benefits: Improvements in the Dental Plan including increases of maximum payment shall be adopted and memorialized. The College shall enter into an agreement with Delta Dental to provide continuing coverage after retirement for members with 25 years service at the same rate as if they were still members in active service. The retired member shall make the appropriate provisions for the payment to the College of the requisite premium, then the College shall pay the premium for such coverage.

The Parties hereby agree that the provisions of N.J.A.C. 9A:7 (set to expire on May 31, 1996) are hereby incorporated into this Agreement by reference except in those areas already covered by provisions of the Contract and shall continue for the term of this Agreement.

C. The life insurance provided is subject to and governed by all rules and regulations of the insurance carrier.

#### ARTICLE 35

##### RETIREMENT PLAN

A. The College shall contribute an amount as fixed by law on behalf of all members of the bargaining unit eligible for participation in the Public Employees Retirement System of New Jersey or in the Police and Firemen's Retirement System.

B. Contributions made by the bargaining unit member to the Plan may be withdrawn if the employee leaves the employment of the College prior to retirement as defined by the Public Employees Retirement System of New Jersey or by the Police and Firemen's Retirement System.

C. The administration and application of the retirement system shall be governed in all instances by the rules and regulations of the Public Employees Retirement System of New Jersey or of the Police and Firemen's Retirement System.

#### ARTICLE 36

##### AGENCY SHOP

A. Any member of the negotiating unit may at any time sign and deliver to the Board an authorization for deduction of dues of the Association. Such authorization shall continue in effect until it is formally revoked, in writing, and forwarded to the Director of Business Affairs, and shall be effective on the next January 1 or July 1 following receipt of such notice by the College.

B. Deduction of membership dues shall be made bi-weekly from regular check payment, and the Board agrees to remit promptly all monies so deducted to the Association's treasurer according to the directions of the Association, accompanied by a list of those for whom the deductions have been made.

C. The deductions shall be made in accordance with the written authorization.

D. The Association shall certify to the Board of Trustees in writing, the current rate of its Association dues. Should the Association change the rate of its Association dues, it shall give the Board of Trustees written notice thirty (30) days prior to the effective date of such change.

E. It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by any employee arising from deductions made by the College hereunder.

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

and responsibility of the Association.

F. The Association shall waive all rights and claims against the Board of Trustees for improper deductions provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.

G. (1) Any member of the bargaining unit choosing not to become a member of the Association by the completion of the probationary period, shall have deducted from the employee's salary an agency fee in the amount of 85% of the total dues charged by the Association to its members. Such agency fee shall be transmitted to the Association in accordance with this Article. The Association shall give the Director of Business Affairs a list of those members of the Association choosing not to participate in automatic payroll deduction. No agency fee deduction shall be made from the salaries of those individuals.

(2) 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 non-members of the Association.

## ARTICLE 37

### RETIREMENT HEALTH BENEFITS

A. The College agrees to implement the provisions of Chapter 88, Laws of 1981, which provide after retirement State Health Benefits Plan coverage to any qualified retiree, when present employees agree to fully fund qualified retiree coverage.

B. This coverage shall take effect when present employees provide sufficient monies to fully fund Chapter 88 premium costs, and shall continue so long as sufficient funds are available to cover premiums of all retired eligible persons, by or for all units or groups.

## ARTICLE 38

### DISCHARGE AND DISCIPLINE

A. The College has the sole and exclusive right to manage its operation, conduct its working forces, require reasonable standards of performance, maintain order and discipline, promote efficiency, and to suspend, demote, discharge or otherwise discipline its employees for just cause.

B. Tampering with the time clock, 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 discharge.

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 three (3) weeks notice of resignation but no less than two (2) weeks where the employee has special circumstances.

B. All such notices shall be in writing and directed to the Department Head with a copy to the Director of Human Resources.

C. Failure to follow the College's separation procedure may result in a forfeiture of any vacation monies due and owing and shall result in a delay in the issuance of a final check.

## ARTICLE 40

### NO STRIKE

A. During the life of this Agreement or any written extension hereof, the Association, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes (economic, sympathy, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which directly or indirectly interfere with the operation of the College.

B. The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any strike in violation of this

Article.

C. Any employee who violates this Article shall be subject to disciplinary action, including discharge.

D. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Article occur, the Association, within twenty-four (24) hours of a request by the College, shall take all reasonable steps to halt the prohibited actions.

## ARTICLE 41

### DISABLED EMPLOYEES

#### A. NONDISCRIMINATION

The employer shall not discriminate against any employees covered by this Agreement on the basis of disability, race, gender, religious belief, sexual preference, or national origin.

#### B. REASONABLE ACCOMMODATIONS

It shall be the policy of Essex County College to make reasonable accommodations for the known limitations of a worker who has a disability. Such accommodations may include, but are not limited to, such things as workstation modification; making building facilities, such as rest rooms, cafeterias or other facilities accessible; adaptation of tools and equipment; work schedules, and travel/transportation adjustment. The employee with a disability who is affected shall be consulted on an accommodation. Any accommodation made shall assure that the work will be performed safely

Both parties to this Agreement shall work cooperatively to retain in employment a worker who becomes disabled on or off the job. Both parties also agree to work together to facilitate the individual's return to work as soon as possible.

It shall be the policy of Essex County College that if an employee injured on or off the job is unable to return to the employee's present job, the College and the union shall work together to make every effort to place the worker in another position for which employee is qualified or can be qualified

through training or accommodation.

C. PROMOTION

It shall be the policy of Essex County College that promotions shall be based on the ability to do the job and merit. This policy shall apply to all employees, including those who have disabilities. Disability alone shall not be grounds for excluding a candidate from consideration.

D. JOINT LABOR-MANAGEMENT COMMITTEE ON WORKERS WITH DISABILITIES

In order to enhance the productivity of workers with disabilities and provide an opportunity for their full participation in employment-related and employer-sponsored activities, a joint Labor-Management Committee on Workers with Disabilities shall be established. The Committee's functions shall be to keep track of problems and recommend solutions as well as to review company policies and programs, and recommend any necessary changes.

ARTICLE 42

PUBLICATION OF AGREEMENT

The cost of duplicating this Agreement in its final form, in a quantity sufficient to be distributed to all members of the unit, shall be borne by the College, so long as the cost shall not exceed \$300.00. All costs in excess of \$300.00 shall be borne by the Association

ARTICLE 43

### SAVINGS CLAUSE

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

### ARTICLE 44

#### RETROACTIVE

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

### ARTICLE 45

#### SALARY/LONGEVITY

##### **A. SALARY**

- 1) Effective July 1, 2006, each unit member's base salary shall be increased by 0%.
- 2) Effective July 1, 2007, each unit member's base salary shall be increased by 3%.
- 3) Effective July 1, 2008, each unit member's base salary shall be increased by 3%.
- 4) Effective July 1, 2009, each unit member's base salary shall be increased by 3%.

##### **B. ONE-TIME SERVICE PAYMENT**

Effective on the ratification date of this Agreement, each unit member shall receive a one-time payment, which shall

not be made part of the member's base salary. The amount of the payment will be based upon the member's length of service with the College as of July 1, 2006, as follows:

Less than 10 complete years of service: \$900

Between 10 and 15 complete years of service: \$1,300

Between 15 and 20 complete years of service: \$1,800

Greater than 20 complete years of service: \$2,300

#### C. LONGEVITY PAYMENTS

1. Should any unit member reach the 5<sup>th</sup> year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$600 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.
2. Should any unit member reach the 10<sup>th</sup> year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$850 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.
3. Should any unit member reach the 15<sup>th</sup> year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$1200 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.
4. Should any unit member reach the 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, or 35<sup>th</sup> year anniversary date of his or her employment with the College during the duration of this agreement (as set forth in Article 46), he or she shall receive a one-time \$1500 payment, which shall not be made part of base salary, on the July 1 following this anniversary date.

#### ARTICLE 46

#### DURATION

This Agreement shall become effective **July 1, 2006**, and shall

remain in full force and effect for a period of four (4) years until 12:00 midnight, **June 30, 2010**. The parties agree that, during the 2008-09 academic year, they will meet to reopen negotiations as to revisions to be sought by the College with regard to Articles 26 (parking), and 33 and 37 (benefits).

**RATIFICATION:** This MEMORANDUM OF AGREEMENT shall be subject to ratification by members of the Fraternal Order of Police Lodge No. 99 of Essex County College and by Essex County College Board of Trustees. It shall not be enforceable absent such ratification.

**IN WITNESS WHEREOF,** the parties by their duly authorized representatives have executed this Agreement as of this \_\_\_\_\_ day of August 2007.

**ESSEX COUNTY COLLEGE:**

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Vernell Patrick, Executive Vice President/Provost

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**FRATERNAL ORDER OF POLICE:**

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Andre Gillis, President

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## APPENDIX A

### **FRATERNAL ORDER OF POLICE (FOP) TITLES, SALARY MINIMUMS AND SHIFT DIFFERENTIAL RATE**

<b><u>Titles</u></b>	<b><u>Minimum</u></b>
Officer	\$28,500
Sergeant	\$30,500
Lieutenant	\$32,500
Captain	\$34,500

<b><u>Shift</u></b>	<b><u>Rate</u></b>
First	\$900
Third	\$700
Swing	\$750

An EMT certified Police Officer shall receive a \$500 annual stipend.

A Police Officer who serves as a Firearm instructor shall receive a \$300 annual stipend.