

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**SUSSEX COUNTY COMMUNITY COLLEGE AND**

**THE PROFESSIONAL SUPPORT STAFF FEDERATION**

**LOCAL #6375**

**NEW JERSEY STATE FEDERATION OF TEACHERS**

**AMERICAN FEDERATION OF TEACHERS (AFL-CIO)**

**July 1, 2021 - June 30, 2024**

TABLE OF CONTENTS

ARTICLE I ..... 1  
    RECOGNITION ..... 1  
ARTICLE 2 ..... 2  
    MANAGEMENT RIGHTS ..... 2  
ARTICLE 3 ..... 3  
    FEDERATION RIGHTS ..... 3  
ARTICLE 4 ..... 5  
    FEDERATION DUES DEDUCTION ..... 5  
ARTICLE 5 ..... 6  
    CONDUCT OF FEDERATION BUSINESS ..... 6  
ARTICLE 6 ..... 7  
    BARGAINING UNIT MEMBER RIGHTS ..... 7  
ARTICLE 7 ..... 8  
    SENIORITY ..... 8  
ARTICLE 8 ..... 10  
    PROBATIONARY PERIOD ..... 10  
ARTICLE 9 ..... 11  
    PERSONNEL FILES ..... 11  
ARTICLE 10 ..... 12  
    UNIT EMPLOYEE FEEDBACK AND COLLABORATION ..... 12  
ARTICLE 11 ..... 13  
    NO WORK STOPPAGE OR OTHER INTERRUPTION OF WORK ..... 13  
ARTICLE 12 ..... 14  
    GRIEVANCE PROCEDURE ..... 14  
ARTICLE 13 ..... 16  
    WORK SCHEDULE ..... 16  
ARTICLE 14 ..... 17  
    WORK SCHEDULE REVISIONS ..... 17  
ARTICLE 15 ..... 18  
    TEMPORARY ASSIGNMENT ..... 18  
ARTICLE 16 ..... 19  
    MEAL ALLOWANCE ..... 19  
ARTICLE 17 ..... 20  
    HOLIDAYS ..... 20  
ARTICLE 18 ..... 21  
    INCLEMENT WEATHER/EMERGENCIES ..... 21  
ARTICLE 19 ..... 22  
    SICK DAYS ..... 22  
ARTICLE 20 ..... 24  
    VACATION LEAVE ..... 24  
ARTICLE 21 ..... 25  
    LEAVES OF ABSENCE ..... 25  
ARTICLE 22 ..... 27  
    OVERTIME ..... 27  
ARTICLE 23 ..... 29  
    USED LEAVE RESTORATION ..... 29  
ARTICLE 24 ..... 30

COMPENSATION.....	30
ARTICLE 25 .....	31
INSURANCE BENEFITS.....	31
ARTICLE 26 .....	33
TUITION WAIVER.....	33
ARTICLE 27 .....	34
TUITION REIMBURSEMENT PROGRAM.....	34
ARTICLE 28 .....	35
TUITION PROFESSIONAL DEVELOPMENT LOAN PROGRAM .....	35
ARTICLE 29 .....	36
HIGHER EDUCATION DEGREE ACQUISITION SALARY ADJUSTMENT .....	36
ARTICLE 30 .....	37
PARKING .....	37
ARTICLE 31 .....	38
COLLEGE SPONSORED PROGRAMS.....	38
ARTICLE 32 .....	39
BLACK SEAL LICENSE .....	39
ARTICLE 33 .....	40
BARGAINING UNIT MEMBER RETIREMENT BENEFITS .....	40
ARTICLE 34 .....	41
SEPARABILITY .....	41
ARTICLE 35 .....	42
COPIES OF AGREEMENT.....	42
ARTICLE 36 .....	43
NEGOTIATION OF SUCCESSOR AGREEMENT .....	43
ARTICLE 37 .....	44
ZIPPER CLAUSE .....	44
ARTICLE 38 .....	45
DURATION OF AGREEMENT.....	45
APPENDIX A.....	46
SIDEBAR AGREEMENT.....	46
APPENDIX B.....	47
SCHEDULE OF SALARY ADJUSTMENTS.....	47

## ARTICLE I

### RECOGNITION

The Board of Trustees of Sussex County Community College hereinafter referred to as the “College” hereby recognizes the Professional Support Staff of Sussex County Community College, Local #6375, NJFT/AFT (AFL-CIO) hereinafter referred to as “the Federation,” as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all full-time Professional Support Staff, including but not limited to:

#### INCLUDED:

Academic Coordinator  
Academic Services Coordinator  
Accounts Payable Specialist  
Administrative Assistant  
Administrative Support Specialist  
Admissions Assistant  
Assistant to the Advising & Counseling Center  
Assistant to the Director of the Library  
Cashier  
Collection Specialist  
Computer Network Technician  
Computer Services Coordinator  
Custodian  
Facilities Specialist  
Financial Aid Counselor  
Financial Aid Loan Specialist  
Financial Aid Specialist  
Graduation Specialist  
Head Custodian  
IT Specialist  
Lab Assistant  
Lead Lab Assistant  
Library Assistant  
Library Associate  
Media Services Specialist  
Network Technician  
Purchasing Assistant  
Receptionist  
Registration Assistant  
Revenue Assistant 1  
Revenue Assistant 2  
Senior Academic Coordinator  
Senior Registration Assistant  
Senior Revenue Assistant

#### EXCLUDED:

All full and part-time faculty, administrative personnel, professional staff employees, confidential employees and supervisors within the meaning of the Act.



## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

- A. The College retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties, and/or responsibilities of the College, the adoption of policies, rules, regulations and practices and the use of judgment and discretion by the College in areas traditionally reserved to the College shall be limited only by the terms of this agreement.

## ARTICLE 3

### FEDERATION RIGHTS

- A. The rights and privileges of the Federation and its representatives as set forth in this Agreement shall be granted exclusively to the Federation. The rights and privileges of the Federation shall also be governed by the prevailing provisions of the Workplace Democracy Enhancement Act.
- B. Federation representatives employed by the College may be permitted to transact official Federation business including membership meetings on College property at reasonable times, provided there is no interference with or interruption of normal College operations and provided these activities do not interfere with their responsibilities.
1. With the exception of designated meal periods, no Bargaining Unit Member shall interrupt his/her regular work schedule to attend a Federation membership meeting or conduct other Federation business without approval of the College President or his/her designee.
  2. Non-employee authorized Federation representatives shall have reasonable access to College premises to conduct official Federation business provided it does not interfere with the activities or operation of the College or Bargaining Unit Member schedules with the exception of designated meal periods.
- C. The College shall provide to the Professional Support Staff Federation one designated Professional Support Staff Federation Bulletin Board for the posting of materials related to official Federation business. The Federation may use at no cost College internal/electronic mail services. However, use of College internal/electronic mail services for Federation business shall not occur during the Member's work time. Use of College's electronic email must be in accordance with the College's email use policy.
- D. The College shall furnish to the Federation, on a timely basis, upon written request to the President, the following documents:
1. Annual financial reports.
  2. Annual audits.
  3. Adopted budgets – as of the date of formal final adoption by the Board of School Estimate.
  4. Annual salary adjustment recommendations for those not covered by a collective bargaining agreement.
  5. Minutes of Board Meetings, including salary, bonus, and stipend adjustments, copies of which shall be kept in the College Library and accessible for review as available.
  6. A roster of Bargaining Unit Members, including names and last known addresses, job titles, and salaries when such list is available from the Office of Human Resources.
  7. Notice to the Federation of any and all new positions created within the unit including job title(s), job description(s), and salary.
  8. Notice to the Federation of any changes within existing unit personnel or newly hired personnel for any and all of the positions that fall within the jurisdiction of the Federation, as well as any and all changes in existing Bargaining Unit Member placement and/or positions; said notification to take place within 30 days of such change.

- E. The College shall provide to the Federation such existing and unprivileged information as may be reasonably required and requested by the Federation to process any grievance or to negotiate future agreements.
  
- F. Upon mutual agreement, the parties shall meet periodically to discuss administration of this Agreement and/or other items of interest to either party in an attempt to maintain open communications. The party requesting the meeting shall submit a written agenda of the items to be discussed. No more than three (3) representatives from each side shall be permitted to attend the meeting. Meetings shall be held during non-working hours unless otherwise agreed to by the parties. The meeting shall last only as long as both parties believe necessary and productive. This language shall not obligate either party to meet and shall not form the basis of a grievance.
  - 1. This section shall not be deemed to and shall not by-pass the grievance procedure as set forth herein. Discussions hereunder shall not be deemed negotiations.
  - 2. Unless mutually agreed to in writing by the parties, all discussions shall be deemed informational only and shall not be binding on the parties.

## ARTICLE 4

### FEDERATION DUES DEDUCTION

- A. The College agrees to deduct from the pay of each Federation member from whom it has received written authorization, the designated amount of monthly dues and will submit such dues monthly to the treasurer of the Federation.
1. The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Federation to the responsible payroll clerk for the College within ten (10) days following each anniversary date of his/her employment. Once the College's Executive Director of Human Resources receives the request, it will notify the Federation within five (5) business days. The properly filed withdrawal will become effective on the 30<sup>th</sup> day after the employee's anniversary date of employment.
  2. The College assumes no responsibility for any errors made in making such deductions beyond correcting the error as soon as possible, following notification by an official of the Federation.
  3. The Federation President or designee shall certify in writing any change in the amount of monthly dues to the College's Executive Director of Human Resources or designee. Any adjustment in the amount of monthly dues shall become effective the first day of the month following the College's receipt of the notification.
- B. The Federation agrees to indemnify and hold the College harmless against any and all actions, claims, demands, losses or expenses, including reasonable attorneys' fees, in any manner resulting from action taken by the College at the request of the Federation pursuant to this Article.

## ARTICLE 5

### CONDUCT OF FEDERATION BUSINESS

- A. Bargaining Unit Members shall be permitted to transact official Federation business including membership meetings on College property, outside of scheduled work time, provided there is no interference with or interruption of normal College operations. Facilities Bargaining Unit Members shall be permitted to transact official Federation business during their scheduled meal time, provided they remain on call.
- B. Non-College Employees identified and authorized by the Federation as Federation representatives, agents or consultants shall have reasonable access to College premises to conduct official Federation business provided it does not interfere with the activities/operations of the College or the work schedule of the Bargaining Unit Member.
- C. Bargaining Unit Members shall be allowed the use of office equipment of the College, when not in use for College operations, and with no use or depletion of any of the College's consumable supplies, in compliance with College guidelines, including computers, photocopiers, and fax machines for internal communications with Bargaining Unit Members and external communications with State or National Federation officials and government agencies concerning official business of the Federation. College equipment or systems shall not be used to publicize a Federation position with the general public.

## ARTICLE 6

### BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to the Employer-Employee Relations Act, *N.J.S.A. 34:13A-1 et seq.* (the "Act"), Professional Support Staff Bargaining Unit Members shall have the right freely to organize, join and support the Federation and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities concerning the terms and conditions of employment for all Bargaining Unit Members. The College shall not directly or indirectly deprive or coerce any Professional Support Staff unit member in the exercise of any rights conferred by the Act, or other laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any Professional Support Staff unit member's membership in the Federation and its affiliates, or a Professional Support Staff unit member's initiation of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The College shall not discriminate against any Bargaining Unit Member on the basis of race, creed, color, national origin, gender, gender identity or expression, marital status, domestic partnership or civil union status, religious belief, sexual orientation, Federation membership, or other legally protected classification.
- C. Nothing contained herein shall be construed to deny or restrict any Bargaining Unit Member such rights as he/she may have under New Jersey school laws or other applicable laws or regulations.
- D. No Bargaining Unit Member shall be prevented from wearing pins or other identification intended solely to denote membership in the Federation or its affiliates.
- E. Any Bargaining Unit Member shall be entitled to have a Federation representative present at any meeting(s) which the unit Member reasonably believes may result in discipline. Said Member shall also be entitled to Federation representation during any meeting subsequent to a formal evaluation which concerns his/her continued employment. The presence of a Federation representative cannot delay the investigative interview or meeting beyond ten (10) business days.
- F. No Bargaining Unit Member shall be disciplined or terminated without just cause. Discipline shall be applied in a non-discriminatory fashion. Discipline imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the number of previous offenses and the general employment record of the Bargaining Unit Member. Unit Members subject to disciplinary action shall retain the right to utilize the grievance procedure contained within this collective bargaining agreement.

## **ARTICLE 7**

### **SENIORITY**

- A. For purposes of a Reduction in Force, seniority shall be based on date of hire or rehire at the College and number of months of continuous employment. Part time service shall be calculated at one-half the rate of time worked.
- B. Seniority shall prevail in all cases of layoffs and recall within the same title within the unit. If however, the unit member who would be laid off has a specific skill set or experience critical to performance in the position which would cause hardship to the College due to loss of that unit member, the next least senior member shall be laid off. In accordance with this provision, Bargaining Unit Members with the least seniority shall be laid off first and those with the most seniority shall be recalled back to work first.

Example of seniority application in a layoff situation involving the title of XYZ Specialist:

- Employee A is initially hired by the College into the title of XYZ Specialist on July 1, 2010.
- Employee B is initially hired by the College on July 1, 2009 into a different title and later transfers to a XYZ Specialist position on July 1, 2011.
- Employee C is initially hired as a part-time employee on January 1, 2010 and subsequently made full-time as an XYZ Specialist on January 1, 2012.

The seniority order of the 3 employees in the title of XYZ Specialist would be:

- Employee B – is the most senior based on original hire date 7/1/2009.
- Employee A – is next most senior based on hire date of 7/1/2010.
- Employee C – is the most junior based on adjusted hire date of January 1, 2011 (full-time hire date is adjusted by 1 year to give credit for 2 years of part time service).

If necessary, the order of layoff within this title would be Employee C, Employee A and then Employee B.

- C. No Unit Member within an affected title shall be laid off before any temporary or permanent part-time employee serving within the same title.
1. If the layoff(s) of the part-time departmental employee/employees does not allow for the necessary fiscal savings, a Unit Member(s) may be converted to part-time status to achieve the necessary fiscal savings. The conversion of a Unit Member(s) to part-time status will be based on reversed seniority in accordance with section A above in this article.
  2. Unit Member(s) may have their assigned work schedule(s) changed on a temporary or permanent basis to provide necessary departmental coverage previously provided by the temporary and/or part time employee(s) who were laid off. Such reassignment(s) of work schedules will be governed by the provisions of Article 14 of this Agreement (Work Schedule Revisions).

- D. Said employee(s) returning from a layoff shall be considered to have continuing seniority upon the effective date of return to work and when returning to the same title, shall serve no introductory period. Upon recall to the same title, said employee(s) shall receive his/her salary at the time of layoff, subject to any contractual salary change(s) during his/her period of layoff and no loss of earned sick time.
- E. In accordance with Section B (above) in this article said employee(s) shall have the right to be recalled to his/her position for 12 months following the date of his/her layoff. As provided in said section B, recall shall be based on seniority as set forth in said section B. The Human Resources Department shall notify the recalled Unit Member by sending him/her a registered letter. If the Unit Member or designee does not respond with his/her acceptance of the reinstatement to the Human Resources Department within 10 business days of the day the letter was delivered, the Unit Member shall lose his/her turn for reinstatement but shall remain on the recall list for the remainder of the 12-month period. The Human Resources Department shall then notify by registered mail the next Unit Member on the recall list. If there is not another Unit Member on the recall list, the Human Resources Department shall utilize other recruitment means to fill the position. A recalled Unit Member must be available to commence reemployment within 10 business days of acceptance of the reemployment offer. Unit Member shall provide the Human Resources Department with any change of address while awaiting recall.
- F. Any Unit Member who has been laid off shall be guaranteed an interview for any vacant college position for which said employee applies provided that:
1. Said employee applies within 12 months from the date he/she was laid off and
  2. Said employee meets the qualifications stated on the applicable job description and posting and
  3. It shall be the college's sole prerogative to determine if said laid off employee meets said qualifications and thereby qualifies for said interview and
  4. The college shall not be required to notify any such laid off employee of college vacancies other than the exact position and title from which he/she was laid off.
- G. Upon rehire any outstanding disciplinary actions shall remain active so if said employee is laid off and has an active disciplinary matter in his/her file with any time remaining from the original 24 months duration of disciplinary period. Such time spent during layoff shall not count toward reducing the remaining duration of outstanding discipline.
- H. The college shall provide notice of not less than 30 days to a Unit Member who has been employed by the College for at least one year if such layoff is necessitated by financial exigency. If said employee has been employed for less than one year, the College shall provide 14 days notice if necessitated by financial exigency. The College shall provide confidential advance notice to the Union President a minimum of 10 business days prior to the notice of layoff to any Unit Member and afford the Union President an opportunity to discuss alternatives to the layoff.
- I. In all of the above, vacation time shall be paid as a lump sum at time of layoff and upon recall, health benefits and pension programs shall be restored at the earliest day allowed by the College's benefit providers.



## ARTICLE 8

### PROBATIONARY PERIOD

#### A. New Unit Members:

1. Newly hired Unit Members shall be required to complete a six (6) month probationary period. The termination or non-renewal of a Unit Member's employment anytime during or at the end of the first six months of employment shall not be subject to the grievance procedure, including but not limited to binding arbitration.

#### B. Unit Members Transferring from One Unit Position to Another:

1. In cases of Unit Members transferring positions within the Unit, no probationary period shall apply if the following criteria have been met:
  - a) Completion of three (3) years of consecutive service; and
  - b) No active disciplinary material in personnel file.
2. In cases of Unit Members transferring positions within the Bargaining Unit who have not met the above criteria, a forty-five (45) calendar day probationary period shall apply.

#### C. Unit Members Transitioning from Part-Time to Full-Time

1. In cases of Members transitioning from a part-time position to a full-time position, no probationary period shall apply if the following criteria have been met:
  - a) Completion of three (3) years of consecutive service; and
  - b) No active disciplinary material in personnel file.
2. In cases of Unit Members transitioning from a part-time position to a full time position who do not meet the above criteria, they shall be required to complete a forty-five (45) calendar day probationary period.

#### D. In the event the Unit Member fails to satisfactorily complete the probationary period, said Member shall be reinstated to his/her prior position if that position has not already been filled. For purposes of this clause, filled will be defined as a formal employment offer having been made by the College and formally accepted by the applicant.

#### E. In all cases the probationary period may be waived or extended by mutual agreement between the College and the Federation.

## ARTICLE 9

### PERSONNEL FILES

- A. There shall be one official personnel file for each Bargaining Unit Member which shall be maintained in the Human Resources Department.
- B. No evaluative or disciplinary material shall be placed in the personnel file unless the Bargaining Unit Member has received a copy and has had an opportunity to sign it. Said Member's signature shall not signify approval of the contents, only that he/she has received a copy of the material.
- C. The Bargaining Unit Member shall have the right to respond in writing to any material in his/her file, and that response shall be attached to the pertinent material and made a permanent part of the file.
- D. Bargaining Unit Members may request inclusion of materials relative to their employment at the College.
- E. No anonymous material shall be placed in the personnel file.
- F. A Bargaining Unit Member shall have the right to examine his/her personnel file within three working days of making a formal request and shall be furnished with a single copy of each requested item in said file at no cost.
- G. A Bargaining Unit Member may authorize a Federation representative to examine his/her personnel file on his/her behalf and shall be provided with a single copy of each requested item in said file at no cost. Such authorization shall be in writing.
- H. Any record of, or reference to, any disciplinary action placed in the Bargaining Unit Member's file shall be held for a period of twenty-four months from the date of the disciplinary action and then removed from the Bargaining Unit Member's file upon written request, provided that no subsequent disciplinary action has taken place. In the case of repetitive conduct, the record of disciplinary action will be kept for 48 months and then will be removed from the file upon the Member's written request, provided that the repetitive conduct has ceased. Once removed, such disciplinary action shall not constitute grounds for further disciplinary action even if the Bargaining Unit Member has not submitted a written request to have the action removed from his or her file. Any disciplinary records removed from a Unit Member's file will be maintained by the College in a separate confidential file in case needed in the future for purposes other than employee discipline.

## ARTICLE 10

### UNIT EMPLOYEE FEEDBACK AND COLLABORATION

- A. An annual feedback and collaboration session each Unit Employee shall be held by his/her immediate supervisor. The feedback and collaboration session shall typically be held in July and shall cover the preceding period of July 1 through June 30. A written summary of this feedback and collaboration session shall be given to the Unit Employee and discussed within thirty (30) calendar days of receipt of the summary. The Unit Employee will have the opportunity to add comments or additional clarification to the written summary.
- B. Prior to the annual feedback and collaboration session, there shall be one pre-feedback meeting held involving the Unit Employee and his/her direct supervisor. The focus of this informal meeting will be on goals, work flow and employee development and will include discussion and input from both parties on potential ways the work process(es) could be improved or made easier. Such pre-meetings will typically be held at the midway point in the feedback period but shall occur no later than 30 days prior to the annual feedback and collaboration session.
- C. Should the pre-feedback meeting include any items or subjects related to performance deficiencies, the Unit Employee and his/her direct supervisor will jointly develop a performance improvement plan with specific targets and milestones to address the deficiency in sufficient time prior to the annual feedback and collaboration session. A written summary of the performance improvement plan, co-signed by the supervisor and Unit Employee, will be provided to the Unit Employee.

## ARTICLE 11

### **NO WORK STOPPAGE OR OTHER INTERRUPTION OF WORK**

- A. During the term of this Agreement, the Federation shall refrain from any work stoppage, slowdown or other work interruption of any kind; and the College shall refrain from locking out any Professional Support Staff Bargaining Unit Member.
- B. In the event of any such job action as set forth immediately above in this Article 11, the Federation shall cooperate with the College to remedy the situation by:
  - 1. giving timely notice to involved Bargaining Unit Members to cease such job action(s) and
  - 2. refraining from lending support or condoning in any manner, the continuance of such stoppage, slowdown or interruption of any kind.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

A. Definition: A "grievance" is a claim by a Bargaining Unit Member(s) or the Federation that there has been a violation, misinterpretation or improper application of this Agreement or a violation of College policies or administrative decisions affecting the terms and conditions of employment.

**B. GENERAL PROVISIONS**

1. A Bargaining Unit Member(s) shall be entitled to a representative selected by the Federation within a reasonable period of time at all levels of the grievance procedure.
2. No reprisals of any kind shall be taken by the College against any Bargaining Unit Member participating in any grievance.
3. A grievance may be withdrawn at any level.
4. The College agrees to furnish the Federation with any documents that may be reasonably or lawfully required to process grievances in accordance with this Article.
5. The number of days indicated at each level shall be considered a maximum; however, time limits may be extended by mutual written agreement between the Federation and the College.
6. For purposes of this Article, "working day" means any day, exclusive of weekends or holidays, when the College's offices are open for business.
7. Any grievance filed outside the contractual time limits provided (or as may be extended) shall be deemed untimely. However, should the College agree to process a grievance despite it being untimely filed, such decision shall not be deemed a waiver of its right to claim untimeliness in any future grievance, and shall not waive the College's right to challenge any arbitration of a grievance on the basis it is untimely filed. A grievance which is filed within mutually-agreed upon extended timelines will not be considered untimely.

**C. INFORMAL STEP**

In the event that the Bargaining Unit Member(s) or the Federation believes there is a basis for a grievance, the parties involved shall first discuss the matter informally with their immediate supervisor in an effort to resolve the issue.

**D. STEP ONE**

If as a result of the informal discussion with the appropriate supervisor, the matter is unresolved, the grievant may invoke the formal grievance procedure. The grievance shall be submitted in writing no later than fifteen (15) working days from the date the grievant should have reasonably known of its occurrence, to the appropriate Vice President or Senior Vice President of the College, with a copy to the Executive Director of Human Resources, and shall state the reasons for the grievance along with the remedy sought. Within ten (10) working days of the filing of the grievance, the appropriate Vice President or Senior Vice President shall meet with the Grievant and his/her Federation representative in an effort to resolve the grievance. The appropriate Vice President or Senior Vice President shall provide a written response to the grievance within ten (10) working days following the meeting.

**E. STEP TWO**

If the Federation is not satisfied with the disposition of the grievance at Step One, or if no disposition is made within the time limits in Step One, the Federation may submit the grievance to the President of the College, in writing, within ten (10) working days of the receipt of the

appropriate Vice President's or Senior Vice President's decision. Within ten (10) working days of the filing of the grievance, the President shall meet with the Grievant and his/her Federation representative. The President shall issue a decision within ten (10) working days of the meeting. If the grievance is denied, the President shall state in writing the reason(s) for the denial.

**F. STEP THREE**

If the Federation is not satisfied with the disposition of the grievance at Step Two or if no disposition has been made within the time limits provided in Step Two, the Federation may submit the grievance to arbitration within ten (10) working days from the date of the College President's decision or the expiration of the time limit stated in Step Two. In order to initiate arbitration, the Federation shall forward a written request to the New Jersey Public Employment Relations Commission ("PERC") with a copy to the College President.

1. The parties shall obtain a list of arbitrators from the PERC, and the parties shall be bound by the rules and regulations of PERC in the selection of an arbitrator.
2. The arbitrator shall submit a written decision and such decision shall be binding on the parties.
3. When arbitration hearings are conducted during working hours, all involved Bargaining Unit Members shall be excused without loss of pay.
4. The cost of the arbitrator shall be borne equally by both parties.
5. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of the Agreement.

## ARTICLE 13

### WORK SCHEDULE

A. Regular Work Week: Non-facilities Bargaining Unit Members

Except as the College deems necessary for operational coverage, the regular work week for non-facilities Bargaining Unit Members shall be five (5) work days for seven (7) hours per day plus a one (1) hour unpaid meal period on each such regular work day, for a total of thirty-five (35) hours worked per week; provided that the exact times for starting, quitting, and meals shall be determined by the appropriate supervisor, subject to the needs of the College and the provisions of Article 14 if a permanent schedule revision is involved.

B. Regular Work Week: Facilities Bargaining Unit Members

Except as the College deems necessary for operational coverage, the regular work week for facilities Bargaining Unit Members shall be five (5) work days between Sunday and Saturday for eight (8) hours each work day; which shall include a one (1) hour paid meal period on each such regular work day, for a total of forty (40) hours worked per week; provided that the exact times for starting, quitting, and meals shall be determined by the appropriate supervisor subject to the needs of the College and the provisions of Article 14 if a permanent schedule revision is involved.

C. Unless approved by the supervisor in exceptional circumstances, bargaining unit members shall not work through their meal period in order to accumulate time to have an abbreviated work day or work week.

D. If a Bargaining Unit Member works through his or her meal period at the request of the appropriate supervisor to provide necessary coverage for College operations due to unforeseen circumstances, said Bargaining Unit Member shall either have his/her meal period rescheduled for later that same day or, if the meal period cannot be rescheduled later that same day, said Bargaining Unit Member shall be compensated with pay for that time.

E. Summer Work Schedule: If the College President determines that the College will operate on a summer work schedule, bargaining unit members will be entitled to participate in any option(s) made available to the College community.

## ARTICLE 14

### WORK SCHEDULE REVISIONS

When the needs of the College require that a Bargaining Unit Member's regular work schedule be permanently revised, said Member shall be given not less than ten (10) working days advance notice of any such revision. Five (5) working days advance notice shall be provided for temporary or short-term changes, defined as two (2) workweeks or less. Changes to work schedules and temporary or short term changes shall be administered by the appropriate immediate supervisor on a seniority basis as follows:

A. Volunteers

Assignment of work schedule revisions and temporary or short term changes shall be first offered by the appropriate immediate supervisor, to the most senior Bargaining Unit Member in the department in which the assignment is being assigned/changed, on a voluntary basis, using a rotation list based on seniority, as set forth in "C" (below in this section).

B. Insufficient volunteers/mandatory assignment

If there are not sufficient volunteers, then to the extent necessary to complete the assignment of work schedule revisions or temporary or short term changes, such work shall be assigned by said supervisor, to the least senior Bargaining Unit Member in the department, on a mandatory basis, using a rotation list based on reverse seniority, as set forth in "C" (immediately below in this section).

C. Rotation Lists

Rotation lists shall begin with the most senior Bargaining Unit Member in the department, for volunteers and with the least senior Bargaining Unit Member in the department, for mandatory assignment. Said lists shall be initially provided to the Federation by the College and thereafter maintained and updated by the Federation.



## ARTICLE 15

### TEMPORARY ASSIGNMENT

- A. A Bargaining Unit Member, who is temporarily assigned by the appropriate Vice President to assume the responsibilities of a Dean, shall receive a stipend of \$500 per pay period;
- B. A Bargaining Unit Member who is temporarily assigned by the appropriate Vice President the responsibilities of a Director, shall receive a stipend of \$350 per pay period
- C. A Bargaining Unit Member who is temporarily assigned by the appropriate Vice President the duties of a supervisor, coordinator or Assistant Director shall receive a stipend of \$250 per pay period;
- D. A Bargaining Unit Member who is temporarily assigned by the appropriate Vice President the duties of a lateral position, shall receive payment for approved hours worked in excess of thirty-five (35) per week in accordance with the Overtime Clause (see Article 22) of this Agreement.

The above provisions will be contingent upon the following:

1. The above stipends will become effective only when the period of coverage is equal to or exceeds ten (10) business days. If the period of coverage is ten or more business days, the stipend is paid retroactively to the first day of absence, provided that the first day of absence coincides with the assignment by the appropriate Vice President.
2. The above stipends become effective only upon completion of the "Temporary Additional Compensation Request Form" by the appropriate Vice President, with approval by the President. (See Appendix A to this Agreement.)
3. In instances where the appropriate Vice President divides the assignment of duties among two or more individuals, the amount of the above stipend or overtime hours will be equally divided among the recipients.
4. If the assignment is for less days than a full pay period (ten business days), the amount of the stipend will be pro-rated for the pay period on a daily rate basis.

## **ARTICLE 16**

### **MEAL ALLOWANCE**

The College shall provide either a meal or a \$15.00 meal allowance to any Bargaining Unit Member who is required by the College to work a minimum of two (2) hours beyond his/her regular scheduled hours.

Unit Members shall not leave campus for more than thirty minutes to obtain the meal.

The Bargaining Unit Member will be responsible for submitting payment request to the appropriate supervisor for approval.

## ARTICLE 17

### HOLIDAYS

- A. The parties agree that the College Administrative (Fiscal Year) Calendar determined by the Board of Trustees each year will include thirteen (13) paid holidays which Bargaining Unit Members will be entitled to receive.
- B. The College will close for the following holidays:
1. Fourth of July (Independence Day)
  2. Labor Day
  3. Thanksgiving Day
  4. The Friday after Thanksgiving
  5. Christmas Day
  6. Winter Break (December 26 – December 31st)
  7. New Year's Day
  8. Martin Luther King Jr. Day
  9. Memorial Day

In the event the above holidays do not equal thirteen (13), the Board of Trustees will designate an additional holiday(s) at the time it promulgates the Administrative Calendar in order to provide a total of thirteen (13) holidays for the fiscal year.

The College will distribute the Administrative Calendar each year no later than the end of the previous fiscal year.

- C. In the event the College is closed for more than thirty (30) consecutive calendar days, due to an emergency situation (e.g., flood, fire, pandemic health emergency or other circumstances that require closing due to health and safety issues), the parties agree that the College may choose to remain open on any scheduled holiday(s) that occur within thirty (30) calendar days after reopening.

## ARTICLE 18

### INCLEMENT WEATHER/EMERGENCIES

- A. Emergency closings and delayed openings of the College shall be declared by the President or his/her designee.
- B. Bargaining Unit Members who elect not to report to work in inclement weather when the College is open, may take the day as a vacation or personal day.
- C. When any Bargaining Unit Member's duties and/or assigned tasks require him/her to report to work during an emergency closure (e.g., flood, fire, pandemic health emergency or other circumstances that require closing due to health and safety issues), that unit Member shall be paid for the regular scheduled work day and shall, in addition to said pay for the regular scheduled work day, receive straight time compensation at the regular hourly rate for actual hours worked with a minimum of three hours.
- D. Any Bargaining Unit Member who works during severe weather conditions, including but not limited to snow, storm, flood, hurricane or other emergency, when the College closes, shall receive the sum of \$15.00 as a meal allowance when required to work two (2) or more hours beyond his/her regularly scheduled hours.
- E. The Bargaining Unit Member will be responsible for submitting payment request to the appropriate supervisor for approval.

## ARTICLE 19

### SICK DAYS

A. Bargaining Unit Members shall be entitled to 12 sick days (84 hours for employees working 7 hours/day or 96 hours for employees working 8 hours/day) per fiscal year. Sick days can be used for personal illness or injury and/or to provide care for the illness or injury of an immediate family member. Immediate family members shall be defined as: spouse, civil union/domestic partner, child, parent, sibling, grandparent, grandchild or mother/father-in-law. Sick time shall be recognized in one (1) hour increments. Sick leave is accrued on a straight line basis at the rate of three and one-half (3.5) hours (7 hour per day employee) or four (4) hours (8 hour per day employee) per pay period. However, the College will front load each employee's annual sick hours allocation at the beginning of the fiscal year, commencing July 1, 2013.

- a. In the event of separation from employment, any sick time taken that has not been accrued or earned will be deducted from the member's last pay through a payroll deduction. For example, if a member who works 7 hours per day with no previously accumulated sick days takes twelve (12) sick days between July 1<sup>st</sup> and December 31<sup>st</sup> of the same fiscal year and then resigns effective January 1<sup>st</sup> of the following year, the member would have been paid more sick time than had been accrued or earned for the fiscal year. Upon separation, the member would owe the College six (6) days (or forty-two [42] hours) of unearned sick time, calculated as follows:

Normal Work Day	7 hours
Date of separation	1/1/2013
Sick Hours Earned: 7/1/2012 – 12/31/2012	42
Year to date Used Sick Hours	84
Balance of Sick Hours Unearned (-) (owe back to the College)	-42
Hourly Rate	\$ 10.00
Sick Pay Unearned (-)	(420.00)

- b. In the event the employee is laid off and has used more sick time than has been accrued, the employee will not be required to reimburse the College for the unearned used sick hours.
- B. Any employee who is absent due to any such personal or immediate family illness or injury shall notify his/her supervisor within one half hour (1/2) of the start of the workday and each morning thereafter that the employee is unable to report for work.
- C. The College may request a physician's note as proof of illness after three (3) consecutive sick days of absence. The College may also request a physician's note as proof of illness if a Bargaining Unit

member calls out sick more than three (3) Fridays or Mondays within a four month period or more than three (3) times adjacent to a Holiday weekend in any fiscal year.

- D. Unused sick time shall be carried over to the following year and accrued to a maximum of 180 days. (Normal 7 hour/day maximum = 1260 hours; Normal 8 hour/day maximum = 1440 hours)
  
- E. A member of the bargaining unit who retires through the New Jersey Division of Pensions and Benefits with at least 15 years of service and a minimum age of 55, or 25 years of service at any age, shall receive a payment of fifty percent (50%) of accumulated unused sick leave time to a maximum of \$15,000. Any such sick leave retirement payment shall be calculated on a daily rate based on the member's final base salary. If a member has filed retirement papers with the NJ Division of Pensions and Benefits and dies before the actual date of retirement, his/her estate shall receive the retirement sick leave value of unused sick time. This sick leave retirement benefit is subject to any changes mandated by law.

**ARTICLE 20**

**VACATION LEAVE**

- A. Based on the equivalent of years of full-time service, vacation leave with pay shall be earned by Bargaining Unit Members, according to the following schedule:

<b>Completed Years of Service</b>	<b>Days of Vacation Eligibility</b>	<b>Hours Accrued per semi-monthly pay period for 7 Hour Work Day</b>	<b>Hours Accrued per semi-monthly pay period for 8 Hour Work Day</b>
1-2	12	3.5	4.0
3-6	16	4.66	5.33
7-8	19	5.54	6.33
9+	22	6.42	7.33

- B. Accrual of vacation leave shall start upon the Bargaining Unit Member's date of hire.
- C. Accrual of vacation leave shall occur only while an employee is on a paid status.
- D. During the first fiscal year (July 1 – June 30) of a bargaining unit member's initial employment, accrual of vacation leave shall start on the unit member's hire date. Thereafter, vacation leave shall be accrued commencing on July 1st of each fiscal year. Vacation time may be used in advance of accrual to a maximum of ten (10) unaccrued days, provided that if employment separation occurs prior to the accrual of the days used the employee shall reimburse the College through a payroll deduction for the value of the unaccrued days used. Accrued vacation time must generally be used no later than the fiscal year following its accrual. Unit members may carry over a maximum of 22 days of unused accrued vacation time to the second fiscal year following accrual, and if not used during such year the accrued time will be lost.
- E. Whenever possible, the College shall offer the Bargaining Unit Member his or her choice of vacation times. Vacation schedules shall be approved by the immediate supervisor within ten (10) working days from the date of the employee's request and the supervisor's decision is final. Once an employee has received approval of the vacation request, an employee with greater seniority may not bump the less senior employee from the approved vacation slot. Whenever two (2) or more employees in the same area request to take vacation at the same time, total employment seniority with the College (not department) shall prevail.
- F. Bargaining Unit Members shall be paid for unused accrued vacation upon separation from employment, subject to section G. of this Article.
- G. A Bargaining Unit Member shall be paid for unused accrued vacation upon resignation if said employee provides advance resignation notice for a period of working days not less than his/her annual vacation allotment.

## ARTICLE 21

### LEAVES OF ABSENCE

#### A. FMLA:

The College will fully comply with all applicable provisions of the Federal Family and Medical Leave Act, the NJ Family Leave Act and the New Jersey Paid Leave Act, including all applicable legislative amendments enacted during the duration of this collective bargaining agreement.

#### B. Jury Duty:

Unit Members serving on jury duty will suffer no loss of pay, providing the following requirements are met:

- The unit member must present a copy of the jury summons to his or her supervisor not less than three working days prior to the first day of absence.
- Upon completion of jury duty, the College may request documentation verifying jury service.
- Bargaining unit members who are not required to be in court on specific days or who are released from jury duty prior to the end of their normal work day are expected to report to work for either the full or remaining part of the day.

#### C. Bereavement Leave:

1. The College will provide Bargaining Unit Employees with five working days paid bereavement leave in the event of the death of an immediate family member.
2. For purposes of this Article, immediate family member shall be defined as spouse, civil union partner or domestic partner, child, parent, sibling, grandparent, grandchild, mother-in-law, and father-in-law.
3. The five allotted bereavement days must be taken within ten working days of the death of the immediate family member. Exceptions for extenuating circumstances require approval by the President.
4. In the case of death of someone other than immediate family, a leave of one paid day may be taken if approved by the Bargaining Unit Employee's supervisor.
5. The College may require verification prior to granting bereavement pay.

#### D. Personal Leave:

1. Bargaining Unit Members shall be entitled to three (3) personal days (21 hours for 35 hour per week employees or 24 hours for 40 hour per week employees) per fiscal year which shall be designated for matters which cannot be addressed outside of the regular work day. Personal leave is accrued on a straight line basis at the rate of .875 hours (35 hour workweek) or 1 hour (40 hour workweek) per pay period. However, the College will front load each employee's annual personal days allocation at the beginning of the fiscal year. In



the event of separation from employment before the days are earned, any unearned personal time taken will be deducted from the employee's last pay through a payroll deduction. For example, an employee who takes three (3) personal days between July 1st and December 31st of the same fiscal year, and then resigns or is terminated effective January 1st, would owe the College one and one-half (1.5) days of unearned personal leave.

2. All Personal days must be used or forfeited by June 30<sup>th</sup> of each year and cannot be carried over nor shall they be paid upon separation of employment.
3. The unit member shall provide prior notice of the use of personal leave by notifying his/her immediate supervisor verbally or electronically depending on the circumstances. All paid time off must be entered by the employee or the supervisor in the payroll time and attendance system to ensure paid time off is properly administered

## ARTICLE 22

### OVERTIME

#### A. Extension of regular work day

Any Bargaining Unit Member selected or assigned to work overtime shall be paid at the time and one-half rate after 40 hours worked per week

#### B. Call Back Outside of Regular Work Day

When a Bargaining Unit Member is off campus and is called in to work outside of his/her regular work hours, and those hours are not consecutive to his/her regularly scheduled hours, he/she shall be paid time and one-half for actual time worked, or a minimum of two (2) hours pay, whichever is greater. An employee who is directed by the College to participate during a time while not on duty in any matter arising from his/her employment on behalf of the College, such as litigation, shall receive call back pay.

#### Exceptions:

1. The provision set forth immediately above in Section B of this Article, shall not be applicable to Bargaining Unit Members returning to work under the conditions outlined in the Inclement Weather Article.
2. No provision of section B immediately above in this Article shall apply to any Bargaining Unit Member who is designated as "Resident Property Caretaker(s)".

#### C. Assignment of Overtime

- a. Overtime shall be first offered by the appropriate immediate supervisor, to the most senior Bargaining Unit Member in the department in which the overtime is being assigned, on a voluntary basis, using a rotation list based on seniority, as set forth in #3 (below in this section).
- b. If there are not sufficient volunteers, then to the extent necessary to complete the task complement, such work shall be assigned by said supervisor, to the least senior Bargaining Unit Member in the department, on a mandatory basis, using a rotation list based on reverse seniority, as set forth in #3 (immediately below in this section).
- c. Rotation Lists shall be provided by the College.
  - i. said lists shall begin with the most senior Bargaining Unit Member in the department, for volunteers, and with the least senior Bargaining Unit Member in the department, for mandatory assignment. Once the most senior employee who volunteers receives an overtime assignment, he/she shall move to the bottom of the list. The next overtime opportunity shall go to the next most senior volunteer until the list is depleted at which time it will start over with the most senior volunteer.
  - ii. the same respective offer and assignment procedures shall be used when any Bargaining Unit Member is so selected or assigned to work on a holiday or College closing.

Exceptions: Assignment of overtime by seniority shall not apply in cases of an emergency, which for the purpose of implementing this Article 22, shall be defined as a situation, occurrence, event or incident of a non-recurring nature which could not have been reasonably anticipated (e.g., broken water pipe). In case

of emergency, appropriate supervisor may select Bargaining Unit Member without consideration of seniority.

## **ARTICLE 23**

### **USED LEAVE RESTORATION**

A used personal day(s), vacation day(s), sick day(s) shall be fully reinstated to said employee's individual accrual in the event of the College being closed for the full day that the employee took a personal/vacation/or sick day. The day will only be reimbursed if the College is closed for the full day; partial credit will not be applied for a delayed opening or an early closure. It will be the employee's responsibility to request the day reinstatement from the Payroll Department.

**ARTICLE 24**

**COMPENSATION**

A. Salaries: Base salaries for each year of the Agreement shall be increased by the following percentages:

<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
2.0%	2.0%	2.0%

B. Longevity

The parties agree that Bargaining Unit Members will receive longevity adjustments to base salary upon completion of years of full-time service to the College as follows:

3 years	\$1,000
6 years	\$ 500
9 years	\$1,000
12 years	\$ 500
15 years	\$ 500
18 years	\$1,000
21 years	\$ 500
24 years	\$ 500
27 years	\$ 500
30 years	\$ 500

The above amounts are non-cumulative. For Bargaining Unit Members hired between January 1 and June 30, longevity additions to base salary will commence as of July 1 of the fiscal year immediately following the anniversary date on which the employee attained the requisite level of service. For Bargaining Unit Members hired between July 1 and December 31, longevity additions will commence as of January 1 following the anniversary date.

For example: a Bargaining Unit Member who started full-time employment on January 2, 2016 will have completed 3 years of service on January 2, 2019 and will be eligible for longevity adjustment of \$1,000 as of July 1st, 2019. A Bargaining Unit Member who started full-time employment on August 1, 2016 will be eligible for longevity adjustment of \$1,000 effective January 1, 2020.

## ARTICLE 25

### INSURANCE BENEFITS

#### A. HEALTH INSURANCE

During the term of this Agreement, the College will continue to provide health insurance coverage through the School Employees' Health Benefits Program ("SEHBP"). The College may substitute a different insurance carrier so long as the benefits provided are substantially equivalent to or better than those provided at the time of the change of carrier. In the event the College is considering changing insurance carriers, it will consult with the Federation as part of its decision-making process. The College shall pay the cost of the premiums for unit members and their dependents for such insurance coverage, and unit members shall pay through a payroll deduction the required employee health benefit contribution mandated by P.L. 2011 c. 78 or any other statutory requirements. No changes in levels of benefits or employee contributions shall be made by the College during the life of this Agreement; provided, however, that during any periods when health insurance is provided through the SEHBP, any coverage changes imposed by the SEHBP shall become the new base plans without any obligation on the College to provide or pay for any supplemental coverage.

#### B. GROUP LIFE INSURANCE

The College shall comply with all statutory and administrative code regulations applicable to the provision of life insurance to Bargaining Unit Members through the New Jersey Division of Pensions and Benefits

#### C. LONG TERM DISABILITY INSURANCE

The College shall comply with all statutory and administrative code regulations applicable to the provision of long-term disability to Bargaining Unit Members through the New Jersey Division of Pensions and Benefits

#### D. STATE OF NEW JERSEY EMPLOYEE RETIREMENT BENEFITS

Bargaining Unit Members who retire in the New Jersey retirement system, and for those approved for disability retirement, the College shall comply with all statutory and administrative code regulations applicable to the provision of health benefits, in accordance with New Jersey state law.

#### E. SHORT TERM DISABILITY INSURANCE

Bargaining Unit Members shall be eligible to apply for short term disability benefits through the New Jersey Division of Temporary Disability Insurance for a non-work related illness or injury which results in an absence from work for more than seven consecutive calendar days. If granted, short term disability benefits shall begin on the eighth consecutive day of disability and may continue for related absences up to a maximum of 26 weeks. Weekly benefit amounts are equal to two-thirds of the eligible Bargaining Unit Member's average weekly wage up to a weekly maximum benefit amount which is determined by the state of New Jersey.

## F. WORKERS' COMPENSATION

The College will maintain workers' compensation insurance for all Bargaining Unit Members. The College will administer the workers' compensation program in compliance with all applicable statutory and administrative code regulations.

## ARTICLE 26

### TUITION WAIVER

- A. Bargaining Unit Members may enroll, at no tuition cost, in any credit or non-credit course designated as eligible for tuition waiver, offered by Sussex County Community College or the Center for Community Education. If the course(s) is scheduled during a unit member(s) working hours, authorization must be received from the applicant's immediate supervisor and a plan to make up the work time must be attached to the "Request for Tuition Waiver Form".
1. The spouse, domestic partner, or civil union partner and legal dependent(s) of a Bargaining Unit Member, defined as living in the household and/or claimed as a dependent on the Federal IRS Form 1040, are also eligible to participate under the terms of this Agreement, provided they are eighteen years of age or, if younger, are eligible to enroll in an undergraduate institution, with freshman status. The benefit to Member dependents, but not to a spouse, domestic partner, or civil union partner, expires as of December 31<sup>st</sup> of the calendar year in which the dependent attains twenty-three years of age or when the dependent(s) secures independent status, whichever comes first.
  2. The tuition waiver for the Bargaining Unit Member and his/her eligible dependents is for the standard student share of tuition. It does not include the cost of fees, textbooks and incidental expenses.
  3. A Bargaining Unit Member requesting tuition waiver benefits under this article must complete a "Request for Tuition Waiver Form" which is available in the Human Resources Department or on the intranet.
  4. The eligibility of Bargaining Unit Members and their dependents for financial aid, scholarships, or student loans will not reduce or in any way affect the Bargaining Unit Member's and his/her dependent's eligibility for tuition waivers at the College. Tuition waivers will be applied first to amounts owed by Bargaining Unit Members and their eligible dependents before any other financial aid, scholarships or student loans are applied. This provision will allow pass through of funds.
  5. Each semester, the Center for Continuing Education shall prepare a list of eligible non-credit courses and send it via the all College email and post it on the College's intranet.
  6. Each semester, prior to the first day of registration, the Vice President of Academic Affairs or his/her designee may exclude any courses and will post a list of excluded courses on the all College email and on the College intranet.
- B. Retired Bargaining Union Members may enroll in courses in accordance with the provisions of Article 33, Bargaining Unit Member Retirement Benefits, of this Agreement.



## ARTICLE 27

### TUITION REIMBURSEMENT PROGRAM

Bargaining Unit Members who have completed one year of full-time service to the College may receive up to \$2,800 per fiscal year effective June 1, 2016 in tuition reimbursement benefits for approved courses taken at other accredited educational institutions provided the following conditions of this article are met:

1. The area of concentration or the discipline of the proposed study must be related to the Bargaining Unit Member's current or potential future area of responsibility at the College. The program of study shall be approved by the supervisor, appropriate vice-president, and the College president.
2. Eligible Bargaining Unit Members may attend any higher education institution, except that such institution must hold accreditation from its regional association.
3. The benefit of this tuition reimbursement program shall be limited to the cost of tuition at the institution of choice. It shall not include other costs such as fees, e.g. application, general, lab, technology, graduation, etc.
4. Eligible Bargaining Unit Members must apply for and be accepted into an institution of choice prior to College approval for tuition reimbursement. During the period of study, the Bargaining Unit Member must meet that institution's satisfactory progress standards, receive a minimum grade of "C" or equivalent in each course and maintain non-probationary status.
5. Tuition reimbursement shall be made to the Bargaining Unit Member on a semester-by-semester basis. In order to receive tuition reimbursement under this Agreement, eligible Bargaining Unit Members must complete a tuition reimbursement form and must submit documentation of satisfactory completion of the course and documentation of the corresponding tuition costs paid.

## ARTICLE 28

### TUITION PROFESSIONAL DEVELOPMENT LOAN PROGRAM

Bargaining Unit Members who have exhausted the allocation provided in the Tuition Reimbursement Article may participate in the College's Professional Development Loan Program.

1. The Professional Development Loan will be available to Bargaining Unit Members who have successfully completed at least one year of full-time service. Eligible Bargaining Unit Members applying to participate in the program must be:
  1. in good standing with the College;
  2. hold a recommendation supporting participation prepared by their supervisor and include their most recent annual evaluation;
  3. the area of concentration or the discipline of the proposed study must be related to the individual's current or potential future area of responsibility at the College and;
  4. Eligible Bargaining Unit Members may attend any higher education institution, except that such institution must hold accreditation from its regional association.
2. The benefit of this tuition reimbursement program shall be limited to the cost of tuition at the institution of choice or Two Thousand Dollars (\$2,000) per fiscal year, whichever is lower. It shall not include other costs such as fees, e.g. application, general, lab, technology, graduation, etc. or other expenses; dissertation advisement for Bargaining Unit Members matriculating for an Ed. D. or Ph.D. not to exceed two semesters.
3. Eligible Bargaining Unit Members must apply for and be accepted into an institution of choice prior to College approval for tuition reimbursement. During the period of study, the Bargaining Unit Member must meet that institution's satisfactory progress standards, receive a grade of "C" or better in each course and maintain non-probationary status.
4. Tuition payments (the loan) will be made to the Bargaining Unit Member on a semester-by-semester basis.
5. Participating Bargaining Unit Members will receive an annual twenty percent (20%) reduction on their loan balance for each full-year of service at the College following their completion of the Professional Development Loan Agreement. The balance of the tuition loan will be due to the College upon the Bargaining Unit Member's resignation, retirement, or termination from the College.

**ARTICLE 29**

**HIGHER EDUCATION DEGREE ACQUISITION SALARY ADJUSTMENT**

- A. Any Bargaining Unit Member who earns either an Associate's Degree, Bachelor's Degree, or a Master's Degree shall have his/her base rate of pay increased by the following:
  - 1. \$800 when an Associate's Degree is earned;
  - 2. \$1200 when a Bachelor's Degree is earned;
  - 3. \$1600 when a Master's Degree is earned;
  - 4. \$2000 when a Doctorate Degree is earned
  
- B. Salary shall only be adjusted for one degree in each category.
  
- C. The area of concentration or the discipline of the proposed study must be related to the Bargaining Unit Member's current or potential future area of responsibility at the College. The program of study shall be approved by the supervisor, appropriate vice-president, and the College president.
  
- D. This provision does not apply to any degrees earned prior to the effective date of this agreement.
  
- E. Bargaining Unit Members who earn the degree after the effective date of this agreement shall have their salary adjusted on first pay period after furnishing proof of achieving the degree (the official transcript and a copy of the degree).

**ARTICLE 30**

**PARKING**

Parking shall continue to be provided to all Bargaining Unit Members at all College locations at no cost to the Bargaining Unit Member.

**ARTICLE 31**

**COLLEGE SPONSORED PROGRAMS**

- A. Opportunity for professional growth and enrichment shall be made available at no cost to all Bargaining Unit Members through the College's Continuing Education Division or an equivalent medium. Bargaining Unit Members may take an unlimited number of courses offered.
- B. Employees shall be permitted to use the Fitness Center free of charge.

## ARTICLE 32

### BLACK SEAL LICENSE

When the College requests or requires a Bargaining Unit Member who is in the Facilities Department to attain and maintain a current Black-Seal License, the College will provide the following:

- A. Upon successful completion of the Black Seal License training course, the College will reimburse the cost of the course. It will be the responsibility of the Bargaining Unit Member to submit to the Executive Director of Facilities documentation of the cost of the course and documentation of successful completion of the course.
- B. Upon successful completion of a Black Seal Licensing exam administered by the State of New Jersey, the College will reimburse the cost of the exam. It will be the responsibility of the Bargaining Unit Member to submit to the Executive Director of Facilities documentation of the cost to take the exam, and documentation of successful completion.
- C. The College will reimburse the cost of renewing the Black Seal License as needed to maintain a current license. It will be the responsibility of the Bargaining Unit Member to submit to the Executive Director of Facilities documentation of the renewal of the license and of the cost to renew the license.

When the College has neither requested nor required that a Bargaining Unit Member in the Facilities Department attain or maintain a Black Seal License but the Bargaining Unit Member has a current Black Seal License, the College will reimburse the cost of renewing the license as needed to maintain the license as current. It will be the responsibility of the Bargaining Unit Member to submit to the Executive Director of Facilities documentation of the cost of the renewal of the license and of the cost to renew the license.

## ARTICLE 33

### BARGAINING UNIT MEMBER RETIREMENT BENEFITS

- A. Retired Bargaining Unit Members (defined as a full-time employee retiring with 15 years of service and a minimum age of 55 or 25 years of service at any age), shall be extended the following lifetime benefits:
1. Staff rates for all College sponsored functions, events, activities, and trips, etc. (with valid SCCC retiree identification). It is the retired Bargaining Unit Member's responsibility to present retiree identification and request staff rate at time of purchasing tickets. The Human Resources Department will ensure that retiree identification cards are issued to eligible Bargaining Unit Members upon retirement.
  2. Continued access to public areas of the College.
- B. Any unused accrued vacation time shall be paid in full on last scheduled payroll date.
- C. Retired Bargaining Unit Members as defined in Section A of this Article, upon retirement from the New Jersey Division of Pensions and Benefits, shall receive a payment of 50% of accumulated sick leave up to a maximum of \$15,000. Any such payment shall be calculated on an hourly rate based on the Bargaining Unit Member's final base salary. If a Bargaining Unit Member has filed retirement papers with the NJ Division of Pensions and Benefits and dies before actual date of retirement, his/her estate shall receive the amount of sick leave due.
- D. Retired Bargaining Unit Members as defined in Section A of this Article may register and enroll two (2) days before the commencement of the semester, at no tuition cost, in any credit or non-credit course designated as eligible for tuition waiver, offered by Sussex County Community College or the Center of continuing Education. The tuition waiver for the Retired Bargaining Unit member is for the standard student share of tuition. It does not include the cost of fees, textbooks, and incidental expenses.

## **ARTICLE 34**

### **SEPARABILITY**

- A. If any provision (s) of this Agreement shall be found contrary to law, then such provision shall be excised from this agreement and deemed to be not valid. All other provisions shall continue in full effect.



## ARTICLE 35

### COPIES OF AGREEMENT

- A. The Federation and the College shall maintain a fully executed original paper copy of this Agreement.
- B. Fully executed electronic copies of this Agreement shall be maintained by both the Federation and the College.
- C. The College shall make an electronic copy of this Agreement available to all unit members.
- D. Unit Members may use the College facilities to generate a paper copy.

**ARTICLE 36**

**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties shall make an effort to commence negotiations for a successor agreement no later than 120 days prior to this Agreement's expiration date.

**ARTICLE 37**

**ZIPPER CLAUSE**

This agreement incorporates the entire understanding of the parties on all matters which have or could have been the subject of negotiations, unless the parties mutually agree to open negotiations on an issue(s) or a particular subject(s) during the life of this agreement.

**ARTICLE 38**

**DURATION OF AGREEMENT**

This Agreement shall be in effect from July 1, 2021 until June 30, 2024, and its terms and conditions shall remain in full force and effect until a successor Agreement has been reached.

Accordingly, IN WITNESS WHEREOF, the Parties hereby execute this Collective Bargaining Agreement on the 21 day of July, 2021.

FOR THE FEDERATION

FOR SUSSEX COUNTY COMMUNITY  
COLLEGE

By 

Elaine Stanton, Co-President  
Sussex County Community College  
Professional Support Staff Federation  
Local #6375  
American Federation of Teachers (AFL-CIO)

By 

Jon Connolly  
President, SCCC

By 

Maureen Lynch, Co-President  
Sussex County Community College  
Professional Support Staff Federation  
Local #6375  
American Federation of Teachers (AFL-CIO)

By 

William P. Curcio  
Chair, SCCC Board of Trustees

**APPENDIX A**  
**SIDEBAR AGREEMENT**  
**BETWEEN**  
**Sussex County Community College and**  
**Professional Support Staff of Sussex County Community College**  
**Local 6375, NJ FT/AFT**

The parties agree as follows with respect to determination of accrued vacation leave pursuant to Article 20 of the parties' successor collective negotiations agreement:

For the 2021-22, 2022-23 and 2023-24 fiscal years only, unit members may elect to receive payment for up to five (5) unused accumulated vacation days in each such fiscal year. Unit members must notify the Human Resources office no later than September 1 of the respective fiscal year if they desire to exercise this option, and payment will be made no later than the second payroll check in November of the applicable fiscal year. This Sidebar Agreement will sunset on June 30, 2024.

FOR THE FEDERATION:

FOR THE COLLEGE:

*Elaine Starb* *Marcus Dymal* *J. G. G.*

DATED:

*7/2/2021*