

Professional Staff Federation Local #6374

Agreed Terms for Contract with

Sussex County Community College

Duration: July 1, 2021 to June 30, 2023

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1. RECOGNITION

- A. The Board of Trustees of Sussex County Community College (hereinafter referred to as "the College") hereby recognizes the Professional Staff Federation of Sussex County Community College Local 6374, NJFT/AFT (AFL-CIO) (hereinafter referred to as "the Federation" or "Bargaining Unit") as the exclusive bargaining agent for collective negotiations and representation, concerning the terms and conditions of employment for all full-time Professional Staff.

INCLUSIONS:

All non-supervisory Professional Staff employed by the Sussex County Community College, including but not limited to: Professional Service, Counselors, Administrative and Technical Staff, Grant Personnel and Specialists, Area Coordinators, Assistant Directors and Associate Directors. Also included are:

ABE/HSE Program Coordinator/Lead Instructor
ABE/HSE Program Instructor Administrative Manager, Corporate and Community Education
Assistant Director of Athlete Success Assistant Director of Financial Aid
Assistant Director of Marketing and Public Information
Assistant Director of Network Services
Assistant Director to the Library
Assistant Director of Student Engagement
Assistant Director of Testing & Academic Outreach
Assistant to the Athletic Director
Assistant Registrar
Athletic Trainer
CDL/CE Coordinator
College Scheduling Coordinator
College Student Recruiter
Computing Administrator
Construction Projects Coordinator
Coordinator of Community Education
Coordinator of ESOL & International Students
Coordinator of International Student Affairs/Transfer Advisor/Counselor
Cultural Affairs Coordinator
Diversity, Equity and Inclusion Coordinator/Academic Advisor
EOF Program Coordinator
ESOL Program Coordinator
Full-time Counselors
Health Sciences Program & Clinical Coordinator
Information Technology Services and Helpdesk Administrator
Information Technology Specialist and Project Coordinator
Marketing and Graphics Specialist
Programmer/Analyst
PSTA Operations Administrator
Research Data Analyst
Revenue Manager
Student Accessibility Support Coordinator/Counselor
Student Athlete Support/Assistant Athletic Trainer
Student Success Coach/Coordinator of Women's Athletics
Surgical Technology Coordinator
Veteran Services Coordinator
Web Developer

EXCLUSIONS:

All Confidential and Supervisory Personnel, Support Staff, Faculty, part-time and all other employees. Also excluded are:

Assistant Director of Cultural Affairs
Assistant Director of Facilities
Associate Director of Institutional Research
Evening Supervisor
Purchasing Agent

- B. In the event the College hires a new employee for a position within the Professional Staff Bargaining Unit, the Director of Human Resources shall notify the Federation President of said new hire. If the College creates a new position or new title which, based on job duties, the Federation believes should be included in the Unit, the Federation shall discuss said inclusion with the Director of Human Resources. Any dispute which arises over the inclusion of new positions or titles shall be referred by either party to the Public Employees Relations Commission for determination.

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 the Agreement.

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.
- C. With the exception of designated meal periods, no Bargaining Unit Employee 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.
- D. 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 Employee schedules with the exception of designated meal periods.
- E. The College shall provide and install for the Professional Staff Federation one designated Professional Staff Federation Bulletin Board, 2' x 3' in size, for the posting of materials related to official Federation Business in the copy room area of B Bldg., 2nd floor, provided that no College objects are removed. The Federation may use the College's internal electronic mail services, at no cost, for Federation business provided that the use of these mail services shall not occur during Employee's regular scheduled work time. Use of College's electronic email must be in accordance with the College's email use policy.
- F. 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. Any salary adjustments for those Employees 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. The College shall supply the Federation with a current roster of Bargaining Unit Employees, including names and last known addresses, job titles, and salaries from the Office of Human Resources.
 - 7. The College shall provide notification to the Federation within five (5) days of any and all new positions created within the unit including job title(s), job description(s), and salary.
- G. 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.

H. The parties shall meet quarterly to discuss administration of this Agreement and/or other items of interest to either party in an attempt to maintain open communications. The parties will agree to 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. The Federation will coordinate the scheduling of the meetings with the College's Human Resources department.

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 agreed to in writing by the parties, all discussions shall be deemed informational only and shall not be binding on the parties.

4. FEDERATION DUES DEDUCTIONS

- A. Beginning with the first regularly-occurring College pay period after the date this Agreement is executed by all parties and continuing throughout the duration of this Agreement, the College shall deduct from the regular paycheck of each Federation member of the Professional Staff Bargaining Unit the amount of current Federation monthly dues. The Federation shall provide to the College a copy of the Bargaining Unit Member's written authorization for such dues deductions and a written statement of the monthly Federation dues to be deducted.
- B. All such deducted funds referenced in section "A" (Immediately above) in this Article IV, shall be remitted by the College to the Treasurer of the Federation, once per month, no later than the last day of the month.
- C. Upon receipt by the Federation of such funds from the College, the Federation shall be solely and exclusively responsible for the custody and disbursement thereof.
- D. Any change in the amount of the monthly dues to be deducted shall be certified to the College by the Federation and become effective the first day of the month following said receipt by the College.
- E. 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 30th day after the employee's anniversary date of employment.
- F. The Federation shall indemnify the College and/or its Governing Board and hold it harmless for any liability and/or damages incurred, and/or from any claims arising as a result of implementing any such dues or agency fee deduction pursuant to this Article 4.

5. CONDUCT OF FEDERATION BUSINESS

- A. Bargaining Unit Employees 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.
- 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 schedules of Bargaining Unit Employees.
- C. When not in use for College operation, and with no use of any of the College's consumable supplies, Bargaining Unit Employees shall be allowed the use of office equipment of the College, including typewriters, computers, photocopiers, fax machines, duplicating machines and calculators for internal communications with Bargaining Unit Employees 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 (for example, distributing information concerning an impasse, etc.).

6. BARGAINING UNIT EMPLOYEE RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq, Professional Staff Bargaining Unit Employees 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 Employees. The College shall not directly or indirectly deprive or coerce any Professional Staff member in the exercise of any rights conferred by N.J.S.A. 34; 13A-1 et seq, or other laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against Professional Staff Employee's membership in the Federation and its affiliates, collective negotiations with the College or Professional Staff Employee'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 Employee 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 or Federation membership.
- C. Nothing contained herein shall be construed to deny or restrict any Bargaining Unit Employee such rights as he/she may have under New Jersey school laws or other applicable laws or regulations.
- D. No Bargaining Unit Employee shall be prevented from wearing pins or other identification intended solely to denote membership in the Federation or its affiliates.
- E. Any Bargaining Unit Employee shall be entitled to have a Federation representative present at any meeting(s) which the unit employee reasonably believes may result in discipline. Said employee 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 Employee 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 Employee. Unit Employees subject to disciplinary action shall retain the right to utilize the grievance procedure contained within this collective bargaining agreement.
- G. The above Just Cause provision shall not be in effect during the College's applicable introductory period. After consultation with the Federation, the College may extend the introductory period one time for an additional thirty (30) calendar days as provided by Article 8.

7. SENIORITY

- A. Seniority shall prevail in all cases of layoffs, furloughs and recall within the same position. In accordance with this provision, Bargaining Unit Employees with the least seniority shall be laid off or furloughed first and those with the most seniority shall be recalled back to work first.
- B. Seniority shall be based on date of hire. Part time service shall be calculated at one-half the rate of time worked. For the purpose of this Agreement, seniority shall be based on the number of full months of continuous employment.
- C. No Bargaining Unit Employee within a position shall be laid off or furloughed before any temporary or permanent part-time employee serving within the same position.
 - 1. If the layoff(s) or furlough(s) of the part-time departmental employee/employees does not allow for the necessary fiscal savings, a Bargaining Unit Employee/Employees may be converted to part-time status to achieve the necessary fiscal savings. The conversion of a Bargaining Unit Employee(s) to part-time status will be based on reverse seniority in accordance with Section B (above) in this Article 7.
 - 2. Bargaining Unit Employee/employees 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 employees who were laid off or furloughed. Such reassignment(s) of work schedules will be based on reverse seniority in accordance with Section B (above) in this Article 7.
- D. Said Employee(s) returning from a layoff/furlough shall have retroactive and continuing seniority upon the effective date of return to work and when returning to the same position, shall serve no probationary period. Upon recall to the same position, said Employee(s) shall receive his/her salary rate 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 A (above) in this Article 7, said Employee shall have the right to be recalled to his/her position for twelve (12) months following the date of his/her layoff. As provided in said Section A, recall shall be based on seniority as set forth in said Section A. The Human Resources Department shall notify the recalled Bargaining Unit Employee by sending him/her a registered letter. If the Bargaining Unit Employee or designee does not respond with his/her acceptance of the reinstatement to the Human Resources Department within ten (10) business days of the day the letter was mailed, that Bargaining Unit Employee shall lose his/her turn for reinstatement, but shall remain on the recall list for the remainder of the twelve (12) month period. The Human Resources Department shall then notify by registered mail the next Bargaining Unit Employee on the recall list. If there is not another Bargaining Unit Employee on the recall list, the Human Resources Department shall utilize other recruitment means to fill the position. A recalled Bargaining Unit Employee must be available to commence re-employment within ten (10) business days of acceptance of the re-employment offer. Bargaining Unit Employees shall provide the Human Resources Department with any change of address while awaiting recall.
- F. Any Bargaining Unit Employee 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 twelve (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 from which he/she was laid off.
- G. Upon rehire, any outstanding disciplinary actions shall remain active so that if said Employee is laid off and has an active disciplinary matter in his/her file with any time remaining from the original twenty-four (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 thirty (30) days to a Bargaining Unit Employee who has been employed by the College for at least one (1) year if such layoff is necessitated by financial exigency. If said Employee has been employed for less than one (1) year, the College shall provide fourteen (14) days notice if necessitated by financial exigency.
- 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 date allowed by the College's benefit providers

8. PROBATIONARY PERIOD

- A. Any Bargaining Unit Employee transferring from one unit position to another unit position shall do so without any interruption of benefits. In this case, a probationary period of forty-five (45) calendar days shall apply if the following criteria are met:
1. five (5) consecutive years of service; and
 2. said employee does not have any active disciplinary material in their personnel file.

In the event the Bargaining Unit Employee fails to satisfactorily complete the probationary period, said employee 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.

By agreement between the appropriate Vice President overseeing the new position and the unit employee, said probationary period may be waived. Failure to meet the above criteria will result in a ninety (90) calendar day probationary period. After consultation with the Federation, the College may extend the probationary period one time for an additional thirty (30) calendar days.

- B. Bargaining unit employees who have attained five (5) consecutive years of service who transfer from a part-time position into a full-time position within the Bargaining Unit, and within the same department, and reporting to the same supervisor, shall not be required to complete a new probationary period.
- C. Any Bargaining Unit Employee who has attained five (5) consecutive years of service, and who transfers from a part-time position to a different full-time position within the Bargaining Unit shall be subject to a forty-five (45) calendar day probationary period providing he/she meets the following criteria:
1. said Bargaining Unit Employee does not have any active disciplinary material in his/her personnel file.

By agreement between the College and the Federation, this probationary period may be extended one time for an additional fifteen (15) calendar days.

- D. Failure to meet the above criteria shall result in a ninety (90) calendar day probationary period. After consultation with the Federation, the College may extend the probationary period one time for an additional thirty (30) calendar days.

9. BARGAINING UNIT EMPLOYEE FEEDBACK AND COLLABORATION

- A. An annual feedback and collaboration session each Bargaining 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 Bargaining Unit Employee and discussed within thirty (30) calendar days of receipt of the summary. The Bargaining 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 Bargaining 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 Bargaining 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 Bargaining Unit Employee, will be provided to the Bargaining Unit Employee.

10. VACANCIES, POSTINGS AND JOB DESCRIPTIONS

- A. Bargaining Unit members shall be notified promptly via all-College email of all College job postings.
- B. An internal posting shall be available simultaneously with an outside advertisement for a minimum of five (5) working days.
- C. As part of paths of advancement, bargaining unit members will be given consideration for full-time positions for which they apply and meet or exceed posted minimum qualifications or their equivalent (degree, certification in the field or work experience). Any bargaining unit members who meet or exceed posted minimum qualifications or their equivalent will be granted an initial interview upon application for the position.
- D. The parties agree that the determination of the necessary job qualifications remains at the sole discretion of the College.
- E. The College shall notify any internal applicant of the final determination of the search.
- F. The parties agree that nothing in this Article shall be subject to the grievance procedure.
- G. **JOB DESCRIPTIONS**

The College fully retains the managerial right to develop, change or delete job descriptions as it deems appropriate. The College will give the Federation copies of current job descriptions for unit positions, as well as copies of new, deleted or revised job descriptions as they are developed. Human Resources will release these job descriptions on the Job Board immediately for all employees to review so that staffing delays do not occur.

If the Federation wishes to discuss such new or revised job descriptions, it must submit a written request to the Director of Human Resources within ten (10) days from receipt of the job description or else the opportunity for discussion will be deemed waived. A meeting will be held to discuss the job description(s) within sixty (60) days of receipt of the Federation's request. The College shall have the final decision in acting to adopt, delete or revise all job descriptions, and any disagreements over the College's determinations shall not be subject to the grievance procedure, including but not limited to binding arbitration.

11. PERSONNEL FILES

- A. There shall be one official personnel file for each Bargaining Unit Employee 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 Employee has received a copy and has had an opportunity to sign it. Said employee's signature shall not signify approval of the contents, only that he/she has received a copy of the material.
- C. The Bargaining Unit Employee 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 Employees may request inclusion of materials relative to their employment at the College.
- E. No anonymous information or material shall be entered and/or placed in the personnel file.
- F. A Bargaining Unit Employee shall have the right to examine his/her personnel file within three (3) 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 Employee 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 Employee's file shall be held for a period of twenty-four (24) months from the date of the disciplinary action and then removed from the Bargaining Unit Employee'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 thirty-six (36) months and then will be removed from the file upon the employee's request, provided that the repetitive conduct has ceased. If the Bargaining Unit Employee has not signed an acknowledgment of the written disciplinary action within thirty working days, the action shall not be removed until twenty-four months from the date of the acknowledgment, provided that no subsequent disciplinary action has taken place. Once removed, such disciplinary action shall not constitute grounds for further disciplinary action even if the Bargaining Unit Employee has not submitted a written request to have the action removed from his/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.

12. 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 Staff Bargaining Unit Employee.

- B. In the event of any such job action as set forth immediately above in this Article XI, the Federation shall cooperate with the College to remedy the situation by:
 - 1. giving timely notice to involved Bargaining Unit Employees 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.

13. 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 policy affecting the terms and conditions of employment.

The term "grievance" and procedure relative thereto shall not be deemed applicable to:
a) the non-renewal of an employee or decision of the Board of Trustees not to reappoint an employee, which shall not constitute a discharge and shall not be grievable or arbitrable; or b) any determination to withhold a salary increase for performance reasons.

B. GENERAL PROVISIONS

1. Any Bargaining Unit Member 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 Employee 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 step 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.

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 Employee(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. The appropriate Vice President or Senior Vice President shall provide a written response to the grievance within ten (10) working days.

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. The President shall issue a decision within ten (10) working days. 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 with a copy to the College President.

- G. The parties shall obtain a list of arbitrators from the Public Employment Relations Commission (PERC), and the parties shall be bound by the rules and regulations of PERC in the selection of an arbitrator.
- H. The arbitrator shall submit a written decision and such decision shall be binding on the parties.
- I. When arbitration hearings are conducted during working hours, all involved Bargaining Unit Employees shall be excused without loss of pay.
- J. The cost of the arbitrator shall be borne equally by both parties.
- K. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of the Agreement.

14. WORK SCHEDULE

- A. The regular work week for Bargaining Unit Employees shall be five (5) work days for seven (7) hours per day with one (1) unpaid hour for a meal each work day, for a total of thirty-five (35) regular hours of work per week.
- B. Within said work week set forth immediately above, the exact work schedule shall be determined by the appropriate supervisor, subject to the needs of the College. Professional staff may, with the approval of the appropriate Director or above, adopt flexible work hours on a temporary basis provided it does not interfere with the priorities of the department.
- C. No Bargaining Unit Employee shall be required or requested to forgo his/her daily meal hour.
- D. No Bargaining Unit Employee shall work through his/her meals in order to leave before the end of his/her scheduled work day or work week.
- E. Any Bargaining Unit Employee may be required to work extended hours when department projects have calendar year deadlines (i.e. regulatory, semester deadlines, staffing, financial, etc.). However, any Bargaining Unit Employee who believes that he/she is being unfairly burdened with constant requests for work in excess of the normal thirty-five (35) hour work week may bring this to the attention of the Executive Director of Human Resources, who will investigate the complaint. If the matter cannot be resolved, the Bargaining Unit Employee may bring this to the attention of the appropriate Vice President.
- F. When scheduling and workload permit, a Bargaining Unit Employee may arrange, subject to the approval of the Employee's Supervisor and appropriate Director or above, to rearrange his/her scheduled work day in order to either teach or take Sussex County Community College courses, not to exceed one hour of rescheduled time per week (in addition to any use of the employee's lunch hour) in one semester (excluding Summer and Winter terms). The time taken off from work for this purpose must be made up within the same work week, at such times as are approved by the Supervisor. The Employee must normally provide the Supervisor with at least sixty (60) days' notice of the proposed rescheduling on the official College form. The appropriate Director or above shall have final discretion whether to approve a request to rearrange the schedule and the time or times at which the missed work will be made up, which approval will not be arbitrarily or capriciously withheld.
- G. If a member is directed by his/her supervisor to work beyond 40 hours in a week, the member shall earn one hour of compensatory time for each hour worked in excess of 40 hours per week. Accrued compensatory time should generally be taken within two months, however, any accrued compensatory time may be taken at any point during the fiscal year earned with the approval of the appropriate supervisor, provided that it does not cause any undue burden on staffing the department. Accrued compensatory hours may be used to cover hours needed for 'Summer Fridays'. Accounting of the accrued compensatory time shall be maintained by the unit member with the appropriate supervisor's approval.

15. SUMMER FLEX TIME

Any schedule of summer work hours approved by the College President and offered to any non-faculty employee shall be available to all Bargaining Unit Employees subject to supervisory approval.

16. TEMPORARY ASSIGNMENT

- A. A Bargaining Unit Employee who is temporarily assigned by the appropriate Vice President to assume the responsibilities of a Dean shall receive a stipend of Five Hundred Dollars (\$500) per pay period;
- B. A Bargaining Unit Employee who is temporarily assigned by the appropriate Vice President to assume the responsibilities of a Director shall receive a stipend of Three Hundred And Fifty Dollars (\$350) per pay period;
- C. A Bargaining Unit Employee who is temporarily assigned by the appropriate Vice President to assume the responsibilities of a supervisor, coordinator or Assistant Director shall receive a stipend of Two Hundred And Fifty Dollars (\$250) per pay period.
- D. A Bargaining Unit Employee, who is temporarily assigned by the appropriate Vice President to assume the responsibilities of another Bargaining Unit Employee or a support staff employee in addition to the Bargaining Unit Employee's current job duties, shall receive a stipend of One Hundred And Fifty Dollars (\$150) per pay period.
- E. 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 less than ten (10) business days, the stipend does not apply. If the period of coverage is ten (10) 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 Attachment 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 stipend 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 prorated for the pay period on a daily rate basis.

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 Employees will be entitled to receive.

B. The College will close for the following holidays:

Fourth of July (Independence Day)
Labor Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Day
Winter Break (December 26 - December 31st)
New Year's Day
Martin Luther King Jr. Day
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.

18. PERSONAL DAYS

- A. Bargaining Unit Employees shall be entitled to three (3) personal days 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 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.
- B. All Personal days must be used by June 30th of each fiscal year and cannot be carried over, nor shall they be paid upon separation of employment. Any personal days not used by the 30th of June will be forfeited.
- C. Personal leaves shall be recognized in one (1) hour increments.

19. INCLEMENT WEATHER AND OTHER COLLEGE DECLARED CLOSINGS

- A. Emergency closings and delayed openings of the College shall be declared by the President or his/her designee.
- B. Bargaining Unit Employees 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 the College announces a closing after the start of a regular business day, no Bargaining Unit Employees shall be required or requested to remain or to return to work on that same business day.
- D. When the College cancels all classes after the start of a regular business day, but the College remains open and staff is required or requested to remain at work, Bargaining Unit Employees may leave electing to use one-half (1/2) day personal or vacation time subject to approval of the appropriate supervisor.

20. SICK DAYS

- A. Bargaining Unit Employees shall be entitled to twelve (12) sick days (84 hours) per fiscal year. Sick leave is accrued on a straight line basis at the rate of three and one-half (3.5) hours per pay period. However, the College will front load each employee's annual sick days allocation at the beginning of the fiscal year. In the event of separation from employment before the days are earned, any unearned sick time taken will be deducted from the employee's last pay through a payroll deduction. For example, an employee having no previously accumulated days who takes twelve (12) sick 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 six (6) days of unearned sick time.
- B. Sick time shall be recognized in one (1) hour increments. Such sick days can be used for personal illness or injury and/or to provide care for illness or injury of an immediate family member. Immediate family members shall be defined as spouse, civil union partner or domestic partner, child, parent, sibling, grandparent, grandchild, mother-in-law and father-in-law.
- C. Said employees who are absent due to any such personal or immediate family illness or injury shall notify their supervisor within one half hour (1/2) of the start of the workday and each morning thereafter that they are unable to report for work. Daily notification shall not be required if said employee submits physician's written verification of the specific number of recovery days prescribed.
- D. The College may request a physician's note as proof of illness after three (3) consecutive day's absence. The College may also request a physician's note as proof of illness if a Bargaining Unit Employee calls out sick more than three (3) Fridays or Mondays within a four (4) month period or more than three (3) times adjacent to a holiday weekend in any fiscal year.
- E. Unused sick time shall be carried over to the following year and accrued to a maximum of 180 days. Upon retirement, Bargaining Unit Employee shall be paid for unused sick time in accordance with the provision set forth in Article 33 of this Agreement.

21. SICK LEAVE EMPLOYEE DONATION

An Employee may choose to donate a portion of his/her accumulated sick leave time to be used to assist a coworker who has no paid time off available for serious illness of the coworker or the coworker's spouse or child. The donating Employee must specify who the recipient(s) will be and how many hours will be donated to that employee. The purpose of the donation is to allow other employees who are seriously ill or have a seriously ill spouse or child to have access to paid time off on an as needed basis. For purposes of this Article, "seriously ill" shall have the same definition as that term is defined under the federal Family Medical Leave Act and accompanying regulations. The donation of sick time shall be subject to all provisions, conditions and procedures set forth by the College. (See Attachment B to this Agreement.)

22. BEREAVEMENT LEAVE

- A. 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.
- B. 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.
- C. 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.
- D. 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. In extenuating circumstances, a Bargaining Unit Employee requiring additional time beyond the one paid day of bereavement leave may request and take up to 4 remaining sick days, if approved by the President.
- E. The College may require verification prior to granting bereavement pay.

23. VACATION LEAVE

- A. Bargaining Unit Employees shall receive twenty-two (22) days of vacation leave with pay.
- B. During the first fiscal year (July 1st - June 30th) of a Bargaining Unit Member's initial employment, accrual of vacation leave shall start on the Bargaining Unit Member's hire date. Thereafter, vacation leave shall be accrued commencing on July 1st of each fiscal year. Bargaining Unit Members may carry over a maximum of twenty-two (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.
- C. No Bargaining Unit Employee shall be scheduled to take more than the maximum vacation allowance earned in a year at any one time except upon approval of his or her supervisor.
- D. Bargaining Unit Employees shall receive their regular earnings for vacations.
- E. Any amount of advanced vacation paid, but not yet earned at the time of termination of employment, shall be deducted from the employee's final paycheck. Bargaining Unit Employees shall be paid for unused accrued vacation upon termination of employment.

24. PAID VOLUNTEER TIME

- A. Employees will be entitled to limited release time with pay in order to volunteer their time for designated College events, activities and/or at Sussex County 501(c)(3) agencies. Employees may volunteer a minimum of 2 hours per event not to exceed a total of 7 hours for the fiscal year with prior supervisory approval. The College may, in its discretion, grant additional volunteer time off in excess of 7 hours. The College will designate one or two community events each year, as well as College-sponsored events, for which employees may volunteer their time during work hours and receive release time from SCCC. Employees applying for release time to volunteer at a Sussex County non-profit agency will include the name of the agency, the contact person and the nature of the work on the Volunteer Time Off Request form. The employee must complete the Volunteer Time Off Request form and submit it to the employee's supervisor in advance for approval. If the event is scheduled after normal work hours or on the weekend, the employee will be granted release time from work during the week following the event in an amount equal to the time approved by the supervisor.
- B. Bargaining Unit Employees shall receive their regular earnings for release time.
- C. Supervisory approval may be denied in the event of work volume, deadlines, College needs or staffing shortages.
- D. Refer to the Volunteer Time Off Request Form which may be obtained through the Human Resources Department for additional information. (See Attachment C to this Agreement.)

25. USED LEAVE RESTORATION

A used personal day(s), vacation day(s), or 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 Human Resources Department.

26. FAMILY AND MEDICAL LEAVE

Eligible Employees may request unpaid leave under the provisions of the Federal Family and Medical Leave Act ("FLMA"), the New Jersey Family Leave Act ("NJFLA") and/or the New Jersey Paid Family Temporary Disability Leave Act. In general, to be eligible for such leave the Employee must have worked for the College at least 1250 hours in the 12 months preceding an FMLA leave or 1000 hours in the 12 months preceding a NJFLA leave. The provisions of College Policy shall govern application for and granting of leaves under these Acts. (See Attachment D to this Agreement).

27. BARGAINING UNIT EMPLOYEE'S INSURANCE AND BENEFITS**A. HEALTH INSURANCE**

Throughout the term of this Agreement, the College agrees to offer health insurance generally equal to or better than the plan(s) available to Bargaining Unit Members and their eligible dependents at the time this Agreement is signed; provided, however, that during any periods when health insurance is provided through the School Employees Health Benefits Program ("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. Effective July 1, 2012 and continuing at all times thereafter, Bargaining Unit Members will pay through a payroll deduction the insurance contribution amount required by P.L. 2011 c. 78 and the College will pay the balance of the premiums. The parties agree that the employee contribution toward health insurance will be adjusted prior to the expiration of this Agreement if necessary to comply with any legislative or regulatory mandates issued by the State of New Jersey.

B. DISABILITY**1. SHORT TERM DISABILITY**

Bargaining Unit Employees are eligible to apply for Short Term Disability benefits for a non-work related illness or injury which results in an absence from work for more than seven (7) consecutive calendar days. If granted, short term disability benefits begin on the eighth (8th) consecutive day of disability and may continue for related absences up to a maximum of twenty-six (26) weeks. Weekly benefit amounts are equal to two-thirds (2/3) of the Bargaining Unit Employee's average weekly wage up to a weekly maximum benefit amount, which is determined by the State of New Jersey.

2. LONG TERM DISABILITY

The College will comply with all statutory and administrative code regulations applicable to the provision of Long Term Disability Insurance to Bargaining Unit Employees through the New Jersey Division of Pensions and Benefits.

C. GROUP LIFE INSURANCE

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

D. WORKERS COMPENSATION

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

28. BARGAINING UNIT EMPLOYEE'S COMPENSATION**A. Salary:**

Bargaining Unit Members shall receive the following increases to base salary:

Effective retroactively to July 1, 2021: \$825 to base plus .5%

Effective July 1, 2022: \$780 to base plus .5%

A spreadsheet showing position and salary adjustments for all current unit members, including longevity adjustments, is attached to and made a part of this Agreement as Attachment "E."

B. Longevity:

Effective July 1, 2018, 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	\$500
6 years	\$500
9 years	\$500
12 years	\$500
15 years	\$500
18 years	\$500
21 years	\$500
24 years	\$500
27 years	\$500
30 years	\$500

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, 2012 will have completed 3 years of service on January 2, 2015 and will be eligible for longevity adjustment of \$400 as of July 1st, 2015. A Bargaining Unit Member who started full-time employment on August 1, 2012 will be eligible for longevity adjustment of \$400 effective January 1, 2016.

Any longevity adjustments provided for under this Collective Bargaining Agreement will be applied to the base salary before the application of the base salary percentage adjustment for the indicated year.

Bargaining Unit Members hired in a full-time position prior to December 31st, 1994 will continue to receive longevity adjustments of \$400 for each 3 year interval after 30 years. Any Bargaining Unit Members hired full-time after December 31st, 1994 will not receive further longevity adjustments after the 30th year adjustment.

C. Degree Attainment:

The parties agree that any degree attainment adjustments will be applied to the base salary after the application of the base salary percentage adjustment for the indicated year.

D. Annual Reappointment Letter

Individual annual reappointment letter: Each Bargaining Unit Member will receive an annual reappointment letter which must be signed and returned to the Human Resources Department within ten (10) days of receipt. Upon ratification of the Agreement, revised annual reappointment letters for Bargaining Unit Members will be issued within sixty (60) days.

29. TUITION WAIVER

- A. Any full-time Bargaining Unit Employee may enroll, at no tuition cost and with no limitation of number of courses per semester, in any credit or non-credit course designated as eligible for tuition waiver offered by Sussex County Community College or the Center for Continuing Education. These same terms shall apply to the spouse, domestic partner or civil union partner and eligible dependent(s) of a full-time Bargaining Unit Employee as defined in paragraph D. below.
- B. If any such course so requested for tuition waiver is scheduled at times when the Bargaining Unit Employee is normally carrying out assigned work duties, such course(s) must:
 - 1. Have the potential to contribute to the ability to develop in his/her work; and
 - 2. Be approved by said employee's immediate supervisor; and
 - 3. A plan to make up the work time must be attached to the "Request for Tuition Waiver" form.
- C. The foregoing criteria set forth in Item B (immediately above in this Article) shall not apply to or be required for a tuition waiver for any course which is schedule at a time which does not conflict with a Bargaining Unit Employee's normal work schedule.
- D. The spouse, domestic partner or civil union partner and eligible dependent(s) of a full-time Bargaining Unit Employee, defined as living in the household and/or claimed as a dependent on the Federal IRS form 1040, shall also be eligible to participate under the terms of this Article provided they are eighteen (18) years of age or, if younger, are eligible to enroll in an undergraduate institution with freshman status. The benefit to the employee's dependents, but not to a spouse, domestic partner or civil union partner, shall expire as of December 31st of the calendar year in which the dependent attains twenty-three (23) years of age or when the dependent(s) secures independent status, whichever comes first.
- E. The tuition waiver may be applied to or used for the standard student share of tuition but not for the cost of fees, textbooks and incidental expenses. However, any full-time bargaining unit member shall have the cost of all fees waived for courses approved by his/her immediate Supervisor and appropriate Vice President and taken to contribute to the ability to develop in his/her work at SCCC.
- F. The eligibility of Bargaining Unit Employees, spouse, domestic partner or civil union partner and their eligible dependents for scholarships, financial aid or student loans shall not reduce or in any way affect the eligibility of said individuals for tuition waivers at SCCC. Scholarships, financial aid programs or student loan programs may be applied as granted by these instruments to fees, book costs and other course costs either at the College or at other institutions, concurrently with said individuals receiving tuition waivers for courses at the College. Tuition waivers shall be applied first to amounts owed by said individuals, before any other scholarships, financial aid or student loan grants are applied, unless otherwise required by the applicable aid program.
- G. A Bargaining Unit Employee requesting tuition waiver benefits under this Article shall complete a Request for Tuition Waiver Form which shall be available in the Human Resources Department and on the College intranet. Said form shall be completed when the waiver request is for the Bargaining Unit Employee and/or his/her spouse, domestic partner or civil union partner or eligible dependents.

- H. 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.
- I. Each semester, prior to the first day of registration, the Vice President of Academic Affairs or her/his designee may exclude any course and will post a list of excluded courses on the all College email and on the College intranet.

30. EDUCATION BENEFITS**A. TUITION REIMBURSEMENT****1. Eligibility**

Any Bargaining Unit Employee who has completed one (1) year of full time service to the College shall be eligible to receive up to Two Thousand Dollars (\$2000) per fiscal year in tuition reimbursement (on a semester-by-semester basis) for courses taken at other educational institution, provided that:

- a. The area of concentration or the discipline of the proposed course, study or program is related to said Employee's current or potential future area of responsibility at the College; and
- b. Said eligible Employee receives written approval from his/her immediate Supervisor, appropriate Vice President and President of the College; and
- c. The educational institution offering such course, study or program is accredited by its regional association; and
- d. Said eligible Employee who applies for such reimbursement has a plan to matriculate for a Baccalaureate, Masters or Doctorate Degree; and
- e. Said eligible Employee has been accepted into a degree program at the accredited institution to which he/she applied; and
- f. During the period of such study, said eligible Employee meets the institution's standards of satisfactory progress and receives a grade of "C" or better in each course and maintains non-probationary status; and
- g. Said eligible Employee completes a tuition reimbursement form and documentation of satisfactory completion of any such approved course, study or program, along with documentation of the corresponding tuition costs paid,; and submits said form and documentation to the Human Resources Department of the College.

2. Dissertation Advisement Benefit

Within the maximum Two Thousand Dollars (\$2000) per fiscal year limit (set forth in Section 1, immediately above in this Article 29) the College shall reimburse the semester cost of dissertation advisement for eligible Bargaining Unit Employees matriculating for an Ed.D. or Ph.D., not to exceed two (2) semesters.

3. Limitations

- a. The total dollar amount of the tuition reimbursement program shall not include:
 1. Any tuition cost which exceeds the Two Thousand Dollar (\$2000) limit set forth in Section 1 (immediately above in this Article 29); and
 2. Expenses incurred for textbooks, lodging or travel; and
 3. Other related and/or incurred costs or fees (application, general, lab, technology, graduation).
- b. Employees who receive tuition reimbursement pursuant to this Article 29 shall not be eligible to participate in the College's Professional Loan Development Program during the same fiscal year.

B. PROFESSIONAL LOAN DEVELOPMENT PROGRAM**1. Purpose**

The College shall provide a Professional Development Loan Program to finance the costs of formal professional education activities to maximize employee effectiveness in current position and assignments and prepare for career advance at Sussex County Community College.

2. Eligibility

The Professional Development Loan shall be available to any Bargaining Unit Employee who meets the following qualifications:

- a. Completed at least one (1) academic year of full-time service; and
- b. Be in good standing with the College; and
- c. Hold a recommendation supporting said employee's participation in said loan program, including his/her most recent evaluation; and
- d. Show that the area of concentration or the discipline of the proposed study is related to said Employee's current or potential future area of responsibility at the College; and
- e. Receive written approval for participation in such Loan Program from the President of the College; and
- f. Submits verification of such supervisory and presidential approval to the Human Resources Department of the College; and
- g. The higher education institution for which such Loan is provided by the College is accredited by its regional association; and
- h. Has a plan to matriculate for a Baccalaureate, Masters or Doctorate Degree or acquired special proficiency credentials or certificates offered by professional associations or corporations when such certification or credentials are equivalent in rigor and content level to at least a Master's Degree program; and
- i. Has been accepted into a degree program at the accredited institution to which he/she has applied; and
- j. During the period of such study, meets the institution's standards of satisfactory progress standards and receives a grade of "C" or better in each course and maintains non-probationary status. (Any Employee who fails to maintain such satisfactory progress standards or is placed on academic probation shall be put on a professional development benefit freeze until said Employee has completed one (1) additional semester of study satisfactorily, at his/her own expense.)

3. Dissertation Advisement Benefit

This Loan Program shall cover the cost of dissertation advisement for Employees matriculating for an Ed.D. or Ph.D., not to exceed two (2) semesters.

4. Limitations

- a. The total dollar amount of this Loan Program shall be limited to the cost of tuition at the institution for which the loan has been approved, or Two Thousand Dollars (\$2000) per fiscal year, whichever is lower.
- b. No such Loan shall cover
 1. Expenses incurred for textbooks, lodging or travel; and
 2. Other related or incurred costs or fees (application, general, lab, technology, graduation).

5. Loan Terms

- a. Any such Loan shall be made to the Employee on a semester-by-semester basis.
- b. Eligible Employees shall submit a completed Professional Development Loan Agreement with documentation of satisfactory completion of the course, study or program for which payment (the Loan) is requested.
- c. Any Employee who is such a Loan recipient shall receive an annual Twenty Percent (20%) reduction on his/her loan balance for each full year of service at the College following his/her completion of the Professional Development Loan Agreement.
- d. The balance of any tuition loan shall be due to the College upon the resignation, retirement or termination from the College of any said Employee who is such a loan recipient. The loan shall be forgiven in the event of involuntary separation from employment with the College such as a reduction in force, nonrenewal of contract, retirement for disability through the pension fund or recognized eligibility for Supplemental Security Income, or death.
- e. Pursuant to Article II ("Management Rights"), and in accordance with the Provisions of This Agreement, the College shall retain the right to promulgate standard rules and record keeping practices and administration of said Loan Program. Such rules and practices shall include the issuance of an annual statement of loan account to each Employee who is such a loan recipient.

C. EMPLOYEE PROFESSIONAL DEVELOPMENT

Opportunity for professional growth and enrichment shall be made available at no cost to all Bargaining Unit Employees.

D. PROFESSIONAL EDUCATION AWARDS

Any Bargaining Unit Employee shall have his/her base rate of pay increased by the following:

1. Eight Hundred Dollars (\$800) when an Associate's Degree is earned.
2. One Thousand Two Hundred Dollars (\$1200) when a Bachelor's Degree is earned.
3. One Thousand Six Hundred Dollars (\$1600) when a Master's Degree is earned.
4. Two Thousand Dollars (\$2000) when a Doctorate Degree is earned.

5. Salary shall be adjusted for only one degree in each category, and for degrees related to the Bargaining Unit Employee's current or future areas of responsibility, for degrees earned after the date the Union was certified by Public Employment Relations Commission (PERC).

31. JURY DUTY

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

- A. The Bargaining Unit Member must present a copy of the jury summons to his/her supervisor not less than three (3) working days prior to the first day of absence.
- B. 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.

32. WELLNESS PROGRAM

Bargaining Unit Employees shall be permitted to use the Fitness Center free of charge.

33. BARGAINING UNIT EMPLOYEE RETIREMENT BENEFITS

- A. Retired Bargaining Unit Employees with fifteen (15) years of service and a minimum age of fifty-five (55) or twenty-five (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 Employee's responsibility to present retiree identification and request staff rate at time of purchasing tickets.
 - 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 Employees with fifteen (15) years of service and a minimum age of fifty-five (55) or twenty-five (25) years of service at any age, upon retirement from the New Jersey Division of Pensions and Benefits, shall receive a payment of fifty percent (50%) of accumulated sick leave up to a maximum of fifteen thousand dollars (\$15,000) unless otherwise modified or preempted by State statutes. Any such payment shall be calculated on a daily rate based on the Bargaining Unit Employee's final base salary. If a Bargaining Unit Employee 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.

34. MISCELLANEOUS TERMS OF EMPLOYMENT

- A. **Parking:** The College will determine the parking identification system and provide lighted parking facilities for Bargaining Unit Employees at no charge.
- B. **Emergency Response:** The College will establish, periodically update, and distribute emergency response protocols and standard operating procedures.
- C. **Travel Reimbursement:** Bargaining Unit Employees authorized for travel by the appropriate supervisor will receive mileage reimbursement in accordance with the prevailing business policies of the College.
- D. **Meal Allowance:** Bargaining Unit Employees traveling on authorized College business will receive reimbursement for meals in accordance with the prevailing business policies of the College.
- E. **Academic Attire:** Bargaining Unit Employees attending those functions for which academic attire is required will have the regalia provided by the College at no expense to the Bargaining Unit Employee.
- F. **Separability Clause:** If any provision(s) of this Agreement shall be found contrary to law, then such provision(s) shall be excised from this Agreement and deemed to be not valid. All other provisions shall continue in full effect.
- G. **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.

35. COPIES OF AGREEMENT

- A. Whatever production modalities are mutually agreed to, the expense shall be borne equally by the Federation and the College.
- B. Bargaining Unit Employees will be furnished with a copy of the Agreement which may be provided by College email. The Federation shall supply additional electronic or printed copies of the Agreement, as needed, for distribution to Bargaining Unit Employees, and for use by the Human Resources Department.
- C. The Federation shall provide a copy of the Agreement to new unit employees upon notification by the Executive Director of Human Resources as described in Article on Federation Rights.

36. NEGOTIATION OF SUCCESSOR AGREEMENT

- A. If either party wishes to negotiate a successor to this Collective Bargaining Agreement, it shall so notify the other party not later than 120 days prior to the agreement's expiration date set forth in Article 37, ("Duration of Agreement").
- B. In accordance with the New Jersey Employer-Employee Relations Act, included but not limited to, Section 34:13A-33, the Collective Bargaining Agreement and any such successor Agreement thereto, shall not be unilaterally modified in whole or in part, by either party; and shall only be modified jointly, by instrument duly executed in writing and duly ratified by both parties.

37. DURATION OF AGREEMENT

Unless otherwise specified herein, this Collective Bargaining Agreement shall become effective as of July 1, 2021 and remain in full force and effect until 12:00 Midnight on June 30, 2023.

Accordingly, IN WITNESS WHEREOF, the Parties hereby execute this collective Bargaining Agreement on the 1st day of February, 2022.

For THE FEDERATION

By Sara Gorst

Sara Gorst, President
Sussex County Community College
Professional Staff Federation
Local #6374
American Federation of Teachers (AFL-CIO)

For SUSSEX COUNTY COMMUNITY COLLEGE

By Jon Connolly

Jon Connolly, President
Sussex County Community College

By Tyler Morgus

Dr. Tyler Morgus, Chair
SCCC Board of Trustees

**SIDEBAR AGREEMENT
BETWEEN
Sussex County Community College and
Professional Staff Federation of Sussex County Community College
Local 6374, NJFT/AFT (AFL-CIO)**

VACATION

For the 2021-22 and 2022-23 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 applicable fiscal year if they desire to exercise this option, and payment will be made no later than the second payroll check in November of that same fiscal year.

ATTACHMENT A - Refer to Article 16. TEMPORARY ASSIGNMENT

SUSSEX COUNTY COMMUNITY COLLEGE

TEMPORARY ADDITIONAL COMPENSATION REQUEST

Name of person/position to be covered: _____

Name of Department Requiring Coverage: _____

Reason for Coverage:

_____ Sick Leave From _____ To _____

_____ Family Leave From _____ To _____

_____ Leave of Absence From _____ To _____

_____ Vacancy From _____ To _____

_____ Out for other reason From _____ To _____

Name of covering employee to receive additional compensation: _____

Additional responsibilities: _____

Applicable Stipend per pay period _____ Start Date: _____ End Date: _____

An employee who is temporarily assigned by the appropriate VP to assume the duties of a Dean shall receive a stipend of \$500 per pay period.

An employee who is temporarily assigned by the appropriate VP to assume the duties of a Director shall receive a stipend of \$350 per pay period.

An employee who is temporarily assigned by the appropriate VP to assume the responsibilities of a supervisor, coordinator or Assistant Director shall receive a stipend of \$250 per pay period.

If the appropriate Vice President assigns a member of the Professional Staff Unit to assume the duties of another member of the Professional Staff Unit, or of a support staff employee, in addition to the Professional Staff Unit member's own job duties, the Professional Staff Unit member assuming the additional duties shall receive a stipend of \$150 per pay period.

If the appropriate Vice President assigns a member of the Professional Support Staff Unit to assume the duties of a lateral position, the Professional Support Staff Unit member assuming the additional duties shall receive payment for approved hours worked in excess of 35 per week in accordance with the Overtime Clause of that Agreement between the College and the Professional Support Staff Unit.

Approved: _____ Date: _____
Vice President

Approved: _____ Date: _____
President

ATTACHMENT B - Refer to Article 21. SICK LEAVE EMPLOYEE DONATION

EMPLOYEE SICK TIME DONATION POLICY

Eligibility Criteria for Receiving Sick Leave

In order to receive sick leave donated by another employee, all of the following criteria must be met. The recipient must (1) be a current member of the institution's sick leave bank, and (2) not be receiving any other form of compensation including short or long term disability or social security disability benefits.

For regular full-time employees receiving sick time donation, a "day" is defined as 7 hours for employees on a 35 hour workweek schedule and 8 hours for employees on a 40-hour workweek schedule

Eligible employees may receive a maximum donation of 180 sick leave days in any two-year period.

Criteria for Donating

In order to donate sick leave to an employee the donating employee must be a full time employee eligible for paid time off and must maintain a current minimum balance of 15 sick leave days, based on his/her accrued time available after donating time to another employee, In addition, the donor must agree to donate a minimum of 1 day of accrued sick time and a maximum of 5 days for each donation. .

An employee may donate more than one time during the year, provided the donor's sick balance remains at 15 sick days or more including the time being donated.

Procedural Guidelines

In order to facilitate sick leave transfer between employees, the following procedures should be followed:

- A. The donating employee (donor) must complete a Sick Leave Donation form stating the name of the recipient and the amount of leave being donated. This form must be signed by the donor and the donor's supervisor . Upon completion, the donor should send the form to Human Resources.
- B. Following verification that the recipient is a full time employee that does not have any paid time balance in sick, personal and or vacation and the donating employee continue to retain a sick day balance of 15 sick days or more after donating time, Human Resources will approve the request and send an email to the donor, donor's supervisor, recipient and recipient's supervisor. A copy of the form will be placed in both the donor and recipient's personnel files.
- C. Employees receiving sick donations due to a health condition for themselves, are encouraged to apply for NJ Temporary Disability. Although they can receive full pay from the donated sick time they should make application under the State Temporary Disability administration in the event the time off is in excess of the sick donations and or long term disability is needed. Although they may not receive any disability pay while collecting sick pay the process will be in place if they need additional resources based on the original date of the disability.

- D. Donor forms will be dated and time stamped in the order received. This will determine the order in which sick leave will be deducted from the donors' sick leave balances where there are multiple donors for a single individual.
- E. The recipient's department supervisor will be notified of the amount of leave that has been donated.
- F. At the time of transfer, Human Resources will verify that the donor has sufficient leave to cover the amount noted on the originally donation form and also maintain the required balance. If less than the required amount is available, the leave donation is voided.
- G. If the donor terminates employment, retires, dies, or has an insufficient leave balance to meet the eligibility criteria, all responsibility to donate this leave is voided.

The decision to donate sick leave to another individual should be a choice made freely by each employee. Any person attempting to unduly influence another employee to donate leave shall be subject to disciplinary action, and any prior agreement made to donate leave under these conditions shall be voided.

Sick Time Donation Form

In cases of emergency for a full time employee that does not have any paid time off, other employees may voluntarily donate a minimum of 1 sick day to a maximum of 5 sick days to a coworker. The decision to donate sick leave to another individual is strictly voluntary. Any person attempting to unduly influence another employee to donate leave shall be subject to disciplinary action, and any prior agreement made to donate leave under these conditions shall be voided.

Name of the Employee Recipient: _____

Name of the Employee Donor: _____

Amount of Sick Time Donated in Hours _____

(Must donate a minimum of 1 sick day to a maximum of 5 sick days based on a normal work day of 7 hours or 8 hours depending on work schedule)

I, _____ authorize Sussex County Community College
Print Donor's Name

to deduct the amount of sick hours identified above in order to donate the time to a coworker.

Employee Donor Signature

Date

Supervisor Signature

Date

Human Resource Use Only

Recipient Paid time off Balance:
Sick Time Balance _____ Vacation Balance _____ Personal Balance _____

Donor Sick Time Balance: _____ as of Date _____

Donor must maintain a balance of 105 hours (7 hour normal work day) or 120 hours (8 hour normal work day) after donating sick hours.

HR Authorization _____

ATTACHMENT C - Refer to Article 23. PAID VOLUNTEER TIME

Sussex County Community College
Volunteer Time Off Request

The College permits release time to employees volunteering for designated College events, activities and or community sponsored events. Employees may volunteer a minimum of 2 hours per event not to exceed 7 hours for the fiscal year with supervisory approval. (The College may in its discretion permit volunteer time off in excess of 7 hours. Such requests for additional volunteer time off must be sent to the Human Resources Department for approval.) The College will designate one or two community events each year as well as College sponsored events of which employees may volunteer their time during work hours and receive release time from SCCC. The employee must complete the Volunteer Time Off Request form and submit it to their supervisor in advance for approval. If the event is scheduled after normal work hours or on the weekend the employee may have release time from work the week following the event equal to the time approved by their supervisor.

Employee Name: _____ Date of Event: _____

Name of the Community Organization: _____

Name of the College Sponsored Event/Activity: _____

Number of Hours Volunteering: _____

I, (print name) _____ request time off so that I may participate in the College's Community Volunteer Day. I understand approval to participate will be subject supervisory approval relative to department staffing requirements.

Employee's Signature

Date

.....
Supervisory Approval

___ Approve Volunteer Time Off Request

___ Do Not Approve Volunteer Time Off Request

Supervisory Signature

Date

ATTACHMENT D. - Refer to Article 25. FAMILY AND MEDICAL LEAVE

SUSSEX COUNTY COMMUNITY COLLEGE

Policy # 2.5.4

Approved:

Revised: 10/14/12

Effective Date: 4/21/98

Department: Human Resources

Subject: FAMILY MEDICAL LEAVE ACT (FMLA) &
NEW JERSEY FAMILY LEAVE ACT (NJFLA) POLICY

It is the policy of the Sussex County Community College to provide unpaid leave as provided by the Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). The acts are intended to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity.

Eligibility

- **FMLA:** Employees are eligible for leave benefits under the FMLA if they have been employed by the College for at least twelve (12) months, and must have worked at least 1,250 hours during the twelve months period immediately preceding the commencement of the leave.
- **NJFLA:** Employees are eligible for leave benefits under the NJFLA if they have been employed by the College for at least twelve (12) months, and have worked at least 1,000 hours during the twelve month period immediately preceding the employees request for leave. Overtime hours are excluded.
- **Determination of eligible of FMLA and or NJ FLA reasons**
 1. Birth of a child of the employee - (BOTH)
 2. Placement of a child with the employee for adoption of such child by the employee - (BOTH)
 3. Placement of a son or daughter with the employee for foster care (FMLA)
 4. Provide care made necessary by reason of a serious health condition of a family member of the employee (NJFLA)
 5. To care for a spouse, son, daughter, or parent of the employee with a serious injury or health condition (FMLA)
 6. Employee's own serious health condition that makes the employee unable to perform the functions of the position of such employee (FMLA)
 7. Nursing home place of transfer issues for family members (BOTH)
 8. To care for a spouse, child, parent or next of kin in the armed forces, including the National Guard and Reserves that returned injured from recent active duty and is undergoing medical treatment, recuperation or therapy, is on an outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness (FMLA - 26 WEEKS)
 9. For a qualifying exigency because the employee's spouse, child or parent is on active duty or impending call or order to active duty in the armed forces, including the National Guard and Reserves in support of a "contingency operation". (FMLA)

Type of Leave to Request - continuous, intermittent or reduced

- An eligible employee is entitled to a total of up to twelve (12) workweeks of leave during any twelve (12) month period. (FMLA)
- An eligible employee is entitled to take up to twelve 12 workweeks of leave during any twenty-four (24) month period (NJFLA)

- In some circumstances, the employee may take the leave on an intermittent or reduced schedule (**BOTH**)
- An eligible employee is entitled to a total of twenty-six (26) workweeks of leave during any ONE twelve (12) month period. (FMLA - Military Provision - See Section B8)
- An eligible employee is entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. (FMLA - Military Provision - See Section B9)

NOTE: The total period during which an intermittent leave may be taken may not exceed a twelve (12) month period for **EACH** serious health condition. Intermittent leave in connection with more than one serious health condition must be taken within a consecutive twenty-four (24) month period, or until the employee's twelve (12) week leave is exhausted, whichever is shorter.

NOTE: An employee may take only one reduced leave during any consecutive twenty-four (24) month period, and a reduced schedule may not exceed 24 consecutive weeks.

- a. For either intermittent or reduced leave, the employee must make a reasonable effort to schedule the leave as not to disrupt unduly the operations of the employer.
- b. The employee may take an intermittent or reduced leave for the birth or adoption of a healthy child only if agreed to by the employer and employee.
- c. For intermittent Leave, the employee will be required to call in whenever absent and provide the College with detailed information about the absence. The College will not treat the absence as Family Medical Leave if the employee has not provided sufficient information that the absence qualifies as a Family Medical Leave.

PROCEDURES FOR IMPLEMENTATION:

STEP 1: Employee Provides Proper Notice - Complete and Submit FMLA/NJFLA Request Form to HR

1. An employee must give written notice that he/she is intending to take family leave at least 30 days prior to the commencement of leave for the birth or adoption of a child (**NJFLA**)
2. An employee must give written notice that he/she is intending to take family leave at least 30 prior to the commencement of leave for a serious health condition of a family member (**BOTH**)
3. An employee must give at least 30 days written notice that he/she is intending to take a family leave for the birth or adoption of a child, and for a serious health condition that is foreseeable based upon planned medical treatment (**FMLA**)
4. In emergent circumstances, however, an employee can give oral notice when written notice is not practical but subsequently must promptly provide the College with written notice (**BOTH**)
5. Notice, either written or oral, must be given to the employee's supervisor or the Human Resources Officer.

STEP 2: Certification of Health Care Provider (must be filled out completely)

1. **FMLA:** In accordance with the FMLA, the College shall require certification from a health care provider for leave to care for a seriously ill family member or because of the employee's own medical condition. In addition to the information required to be included in the health care provider certification under the NJFLA, the certification shall also include:
 - a. when leave is to care for a family member, a statement that the employee is needed to care for the family member and an estimate of the amount of time that the employee is needed to care for the family member;
 - b. when the leave is due to the serious health condition of the employee, a statement that the employee is unable to perform the essential functions of the employee's job; and
 - c. when leave is sought on an intermittent or reduced schedule for treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

2. NJFLA: In accordance with the NJFLA, the College shall require any period of leave to be supported by certification issued by a health care provider with respect to the following:
 - a. When leave is to care for a seriously ill family member the College shall request:
 - i. the date that the serious health condition commenced
 - ii. the probable duration of the condition
 - iii. the medical facts within the provider's knowledge concerning the condition.
 - b. When the leave is for the birth or adoption of the employee's child, the College shall require the certification to state the date of birth or placement of the child.
3. Second Opinion Health Care Provider Report: The College may require, at its expense, that the employee or seriously ill family member obtain a second opinion from a health care provider designated by the College. If this opinion differs, the College can require, at its expense, a third opinion, which is a final and binding, to be obtained by a health care provider selected by both the College and the employee. (BOTH)
4. Certification Form: All sections of the Certification of Health Care Provider form must be filled out completely.

NOTE: In the event that an employee fails to follow steps 1 and 2, SCCC may still designate an absence from the work place as Family Leave once provided proper documentation.

STEP 3: Forms: all forms in the "Employee Request for FMLA/NJFLA" packet must be picked up and returned immediately to the Human Resources Office.

STEP 4: Communication while on FMLA or NJMLA

Employee is expected to contact SCCC supervisor 2 weeks prior to the conclusion of the leave to determine return to work processes, procedures and job assignments.

STEP 5: Return to Work Forms

Employee must obtain from the Human Resources Department a copy of the employee's job description, and a Notice of Intention to Return to Work form including Medical Certification of fitness to return to work. The employee must then arrange to have the Return to Work Form and Certification completed and signed by the employee's physician and returned to the Human Resources office 5 working days prior to returning to work. Failure to provide documents will delay the employee's return date.

ATTACHMENT E - Schedule of Salary Adjustments