



### **BENEFITS SUMMARY EMPLOYEES LISTED**

All confidential staff not classified as Administration and not covered by the Executive Policy.

The following document sets forth the terms and conditions of employment for at-will employees who are employed by the College, but are not members of a bargaining unit with which the College has a collective bargaining agreement and/or are not covered by an individual employment contract approved by the Board of Trustees. The term "Confidential Staff" shall be used throughout this document as a reference to the individual employee and the applicable benefits.

#### **I. Time Off**

##### **A. Vacation Days**

Confidential Staff is entitled to twenty-three (23) vacation days per year between July 1st and June 30th, which shall be prorated during the first year of employment. Vacation days shall accrue at the rate of two (2) days per month until July 1st. On July 1st, the Confidential Staff shall accrue twenty-three (23) days all at once. If employment begins before the 15th of the month, vacation time shall accrue for that month. If employment begins after the 15th of the month, vacation time will begin to accrue the following month. Vacation time must be pre-approved by the respective supervisor. Vacation days earned must be used within fifteen (15) months of the fiscal year (i.e., vacation time awarded July 1, 2021, must be used by September 30, 2023) and any days not used will be forfeited. An Confidential Staff who resigns from their position will be paid for unused, earned vacation days according to the proportion of full months worked in the total fiscal year upon proper notification of resignation, provided the employee has worked a minimum of six (6) months. If the last day worked is before the 15th of the month, vacation days for that month will not be earned. Failure to give the required twenty (20) business days resignation notice in writing shall cause the Confidential Staff to have deducted from their accrued vacation time one (1) day of earned pay for each day the notice of resignation is late. The Confidential Staff's salary shall be divided by two-hundred and sixty (260) days to calculate the daily amount to be paid at the time of resignation for accrued vacation.

##### **B. Sick Days**

Confidential Staff are entitled to sixteen (16) sick days per year between July 1st and June 30th, which shall be prorated during the first year of employment. If employment begins before the 15th of the month, sick time shall accrue for that month. If employment begins after the 15th of the month, sick time will begin to accrue the following month. Sick time will accrue at the rate of one (1) per month until July 1st, at which point the Confidential

Staff shall accrue sixteen (16) days all at once. Sick days will carry over from year-to-year.

Upon retirement or termination, except for cause, after an employee's fifty-fifth birthday and five (5) years of employment or after fifteen years of active employment, the Confidential Staff shall be paid for one-half of their unused, accumulated sick days at a daily rate based upon 1/260 of the Confidential Staff's base salary at the time of termination or retirement, up to a maximum payment of \$15,000 in accordance with applicable regulations for all Confidential Staff hired after May 21, 2010. For Confidential Staff hired prior to May 21, 2010, maximum payout amount is \$17,500. The maximum payout for Confidential Staff hired on or after May 21, 2010 shall be in accordance with applicable New Jersey law. (N.J.S.A. 18A:30-3.6).

#### **C. Partial Sick Days**

Confidential Staff is entitled to three (3) partial sick days per year. During the first year of employment, the Confidential Staff is entitled to all three (3) days if hired prior to January 1st. If hired between January 1st and March 31st, the Confidential Staff is entitled to one (1) partial sick day. If hired after April 1st, the Confidential Staff is not entitled to any partial sick days until July 1st. Partial sick days shall be used within the fiscal year (July 1st through June 30th) and any days not used will be forfeited.

#### **D. Personal Days**

Confidential Staff is entitled to four (4) personal days per fiscal year (July 1st through June 30th). During the first year of employment, the Confidential Staff is entitled to all four (4) days if hired before January 1st. If hired between January 1st and March 31st, the Confidential Staff is entitled to two (2) personal days. If hired after April 1st, the Confidential Staff is not entitled to any personal days until July 1st. Any personal days shall be used within the fiscal year (July 1st through June 30th) and any days not used will be forfeited.

#### **E. Designated Holidays**

The following are designated holidays for which the College is closed, which is subject to change according to the schedule set forth and approved by the Board of Trustees; of the holiday falls on a weekend the holiday will be observed in accordance with state observance schedule; if the holiday falls on a Friday during "summer hours" the holiday will be observed in accordance with the College holiday schedule:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Days between Christmas Day and New Year's Eve

#### **F. Floating Holidays**

The Confidential Staff is entitled to two (2) floating holidays per year. In the first year of employment, the Confidential Staff is entitled to one (1) floating holiday if their start date is after January 1st. Floating holidays should be used by the end of each fiscal year (June 30th) and any days not used will be forfeited.

#### **G. Bereavement**

The Confidential Staff is entitled to four (4) working days for a death in the immediate family. Immediate family is defined as father, mother, sister, brother, child, spouse, significant other, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. An employee shall be entitled to two (2) working days for the death of other family members. Other family members are defined as aunts, uncles, first cousins, and nieces/nephews of the employee and spouse, plus grandparents of the spouse.

#### **H. Medical Leave**

The Confidential Staff may be granted a leave of absence without pay for a period of up to one (1) year for medical reasons. Said leave may be extended for a period of up to six (6) months at a time with the approval of the Board of Trustees, but no more than two (2) additional six-month extensions will be granted in total.

The Confidential Staff may not be gainfully employed during this period of unpaid leave, the College will continue to pay their portion of all health benefits within the limits prescribed by law in compliance with the rules of the State of New Jersey, Division of Pensions and Benefits. The Confidential Staff shall continue to pay their portion of all health benefits during their unpaid leave. Prior to the Confidential Staff's return, a certificate confirming that the Confidential Staff is able to return to work may be requested; the Confidential Staff may be required to be examined by a physician of the College's choosing to substantiate their fitness, in which case the College will pay for the physician's services. Upon their return, the Confidential Staff shall be placed in a position and at a salary as close as practical to their position and salary prior to commencing the leave. All leaves under medical leave, sick leave, the Federal Family Medical Leave and/or the New Jersey Family Medical Leave Act shall be taken on a concurrent basis (i.e., there shall be no pyramiding of leaves, nor the scheduling of leaves on a consecutive

basis one after another) providing such leaves of absence for which the employee is eligible arise from the same event, circumstance or medical condition.

### **I. Jury Duty**

When a Confidential Staff receives a subpoena for jury duty, they must immediately present the notice to their supervisor. A Confidential Staff on jury duty is expected to report to work when they are not actively serving as a juror, provided that they have been excused by the judge or other duly authorized court official. When an employee is serving on jury duty, they shall be paid their base salary earnings and shall forward any jury duty pay in excess of \$5.00 (less compensation for mileage) to the College. A certification of the number of days actually spent by an employee on jury service must be obtained from an appropriate court official and submitted to the Human Resources Office.

## **II. Compensation**

### **A. Salary**

At the time of hire the Confidential Staff member's salary will be set by their hiring manager and approved by the President and Board of Trustees. The annual salary will be paid in twenty-four (24) equal installments in accordance with the College's regular payroll schedule. In each academic year following their date of hire, the administrator will receive an increase as recommended by the President. If a confidential staff member has been employed for less than one-half (1/2) of the academic year, they will receive one-half (1/2) of the agreed upon increase for Administrators.

## **III. Tuition Waiver**

### **A. Bergen Community College (BCC) Courses**

- a. Dependent Children: Dependent children can take unlimited BCC courses, tuition free, based on class availability. The Confidential Staff will be responsible for books and any applicable fees. Tuition waiver for dependent children ceases at the time a child would age out of being eligible for medical benefits (December 31st of the year the dependent turns 26).
- b. Employee or Spouse: The Confidential Staff and their spouse may take up to six (6) credits per semester tuition free based on class availability. The Confidential Staff and/or spouse will be responsible for books and applicable fees.

### **B. Reimbursement for Confidential Staff's Graduate or Undergraduate Courses**

- a. The College agrees to pay up to the rate charged per graduate credit at Rutgers University (for a maximum of eighteen (18) credits per year) for undergraduate/graduate/doctoral or self-improvement studies related to and within the scope of the Confidential Staff's classification at the College, provided the course of study has been submitted for review and pre-approval to Human Resources. Once pre-approval is made, reimbursement will be made upon proof

of payment and satisfactory completion of the course(s) (must achieve a grade of "C" or better).

- b. If the Confidential Staff leaves the college less than two (2) years after completing any coursework for which they receive reimbursement, the Confidential Staff will be responsible for repaying any tuition amount that was reimbursed within that two (2) year period.

#### **C. Continuing Education Courses**

- a. Confidential Staff are eligible for reimbursement of up to two (2) BCC continuing education courses per year, based on class availability up to the value of \$7,500 per year. Confidential Staffs will be responsible for books, any applicable fees and any additional tuition that exceeds the \$7,500.

#### **D. Reimbursement for Job Related Courses**

- a. Confidential Staffs are eligible for reimbursement of tuition fees (including licenses if required by the College), books, tolls and mileage for special job related course required and authorized in writing by their Division/Department head and submitted for review and approval to Human Resources.

### **IV. Teaching Assignments**

- A. Teaching assignments may be authorized by the College with approval by the Confidential Staff's supervisor, cabinet member, Vice President of Human Resources and the President and then filed in their personnel file for record keeping purposes. The Confidential Staff may teach one course per the entire semester (fall, spring, summer I and summer II) outside of normal work hours. No more than one course may be taught at one time. Payment for teaching will be based on the current Adjunct rate based on the Confidential Staff member's credentials.

### **V. Health Benefits (all benefits are subject to change)**

#### **A. Medical**

Medical Coverage is available in accordance with current State Health Benefit Plan and School Employee Health Benefit Plans. Any employee hired prior to July 1, 2021 is eligible for the Direct 10 and Direct 15 plans in addition to the SEHBP. Any employee hired after July 1, 2021 is eligible for the NJEHP and that plan of the GSHP that went into effect July 1, 2022 and those two plans only. The waiting period will be determined by the State of New Jersey.

#### **B. Dental**

Dental coverage is currently available through Delta Dental of New Jersey for Confidential Staffs and one (1) eligible dependent at no cost to the employee. Coverage for more than one (1) eligible dependent is available for purchase at an additional cost. An eligible dependent child will be eligible to remain under the dental coverage until

the end of the month in which he/she turns twenty-six (26) years old. Confidential Staffs and eligible dependents will be eligible for dental benefits on the first of the month following two (2) full months of employment.

#### **C. Vision**

Vision coverage is currently available through United Healthcare and is provided by the College at no cost to Confidential Staffs and eligible dependents. Confidential Staffs and eligible dependents will be eligible for the Vision benefits on the first of the month following two (2) full months of employment. An eligible dependent child will be eligible to remain under the vision coverage until the end of the month in which he/she turns twenty-six (26) years old.

#### **D. Eligible Dependents**

Confidential Staffs may enroll eligible dependents by submitting the required documentation. An eligible dependent child will be eligible to remain under the medical coverage until the end of the year (December 31st) in which they turn twenty-six (26) years old. The College agrees to provide dependent health coverage and pension benefits to the civil union or domestic partners of employees in the same manner as such coverage is provided to the spouse of other employees, provided that the employee meets the requirements of the Civil Union Law, N.J.S.A. 37:1-28, et. seq.

#### **E. Waiving Medical Coverage**

If a Confidential Staff chooses to waive medical benefits coverage, they are eligible to receive a cash option pay out of 25% of the single rate coverage for NJ DIRECT 10 upon initial waiver up to a maximum of \$5,000 per year. The waiver payments are made during each pay period.

Waiving employees must complete the Health Benefit Enrollment form and the State Employee Coverage Waiver form. The Confidential Staff must also provide proof of their other coverage when waiving (i.e. a benefit card). If the employee has coverage through the State Health Benefits Plan (“SHBP”) or School Employees Health Benefits Program (“SEHBP”) or Garden State Health Plan (“GSHP”), he/she will not be eligible to receive the waiver incentive.

#### **F. Flexible Spending Account**

The College offers the Flexible Spending Account plan option for all full-time, benefit eligible, employees.

### **VI. Pension Plan**

Confidential Staffs eligible for the Alternate Benefits Plan (“ABP”) shall contribute five percent (5%) of their base salary on a pre-tax basis and the College contributes eight percent (8%) of the employee’s base salary - limited to a maximum annual salary

established under Chapter 31, P.L. 2010. An employee is vested in the ABP plan after completing one (1) year of employment. Once vested, all of the contributions and accumulations in the employee's account belong to the employee. If the employee leaves the College prior to becoming vested, they will only be eligible for the "employee" contributions and the "employer" contributions will be returned to the College.

If a new employee has an existing qualified retirement account from his/her previous employer or transfers an active or vested New Jersey State-administered retirement system account to the ABP, he/she will be immediately vested, which means that from that point on, all of the contributions and accumulations in his/her account belong to him/her and will provide benefits to him/her at the time that he/she is eligible to receive them.

If a new employee has an existing State of New Jersey pension through PERS or TPAF they will be able to continue contributing to their account in accordance with state rules and regulations.

**VII. Summer hours**

The period of Summer hours will commence on the first Monday in June and end the 2nd Friday in August; an extension may be granted by the President of the College should there be five (5) Fridays in August. Summer hours, when in effect, are as follows: The College shall remain open Monday through Friday during the period of summer hours. Confidential Staff will work four (4) days in a row, either Monday - Thursday or Tuesday - Friday. The four (4) day work week will be established in consultation, and with approval, with their supervisor.

**VIII. Life Insurance**

The Confidential Staff is automatically enrolled in a life insurance plan through the pension plan. The Confidential Staff member is responsible for the cost of this benefit through payroll deductions related to this benefit.

**IX. Short Term Disability Insurance**

The Confidential Staff has the option to enroll in an individual disability plan with Aflac to purchase short term disability with payroll deduction available to pay for the premiums. Participation in the plan is voluntary.

**X. Travel Reimbursements and reimbursement**

Travel must adhere to the current College policy and must be pre-approved by the respective supervisor. Please review the policy for additional information (FIN 013001.2018)

**XI. Resignation/Termination**

A Confidential Staff member who resigns from their position is expected to submit a written notice twenty (20) business days prior to their resignation date to their immediate supervisor. Failure to give the required notice in writing will result in the employee having deductions from unused, accrued, vacation time of one (1) day of earned pay for each day the notice of resignation is late. At any time after receiving the twenty (20) business day notice of resignation, the College may separate the employee. In this case, the employee will receive all wages due and any other benefits to which he/she may be entitled for the period between separation by the College and the date of resignation.

Upon termination of employment, all employment benefits shall terminate except as otherwise required by law and/or by this benefits summary.

**XII. Severance**

If the College elects to separate a Confidential Staff member because of financial exigency or bona fide discontinuance of a program, department or a reorganization, the College will provide a Confidential Staff member with forty-five (45) days written notice. The College may elect to end employment prior to the last day of employment, and if so, will pay the Confidential Staff the rest of the notice period. The College expects the Confidential Staff member to continue to perform their duties in a professional manner during the notice period. Should the College exercise its right to terminate the Confidential Staff member other than for cause, the Confidential Staff member shall receive severance pay at their current rate of pay based on the last day of employment. The College will remit to the Confidential Staff member a sum equivalent to one (1) week of pay for each full year of continuous full-time service up to a maximum of sixteen (16) weeks. It is understood that the Confidential Staff member is not entitled to severance up to a maximum of sixteen (16) weeks. It is understood that the Confidential Staff is not entitled to severance in the case of resignation or termination for cause.

This summary of benefits is subject to change without notice, by the College President and/or the Board of Trustees.



Dr. Eric M. Friedman, President

9-7-23

Date



Chairwoman Dorothy Blakeslee

9/7/23

Date