

Contract no.  
1483

Personnel Exhibit #6

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AGREEMENT BETWEEN  
THE SUPPORTIVE STAFF ASSOCIATION  
OF OCEAN COUNTY COLLEGE  
AND  
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE  
TOMS RIVER, NEW JERSEY  
FOR  
THE FISCAL YEAR COMMENCING JULY 1, 1992  
THROUGH THE FISCAL YEAR ENDING JUNE 30, 1995

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NOTE: New or changed language in the Agreement is underlined.

ARTICLE I  
Recognition

In accordance with the provisions of the New Jersey Employment Relations Act, the Board of Trustees of Ocean County College recognizes the Supportive Staff Association of Ocean County College as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit:

A. Unit: The unit shall include all full-time and part-time employees in the job classifications of secretarial/clerical staff, custodians, craftworkers, groundswokers, Health & Physical Education (HPE) attendants, and security guards currently employed or hereafter employed by the College, in accordance with the P.E.R.C. Certifications dated April 23, 1973 and November 27, 1973.

B. Unit Consolidation: Effective July 1, 1992, the two units formerly known as (1) Secretarial/Clerical and (2) Physical Plant shall be combined into one Association as defined in Section A above.

C. Definition of Employee: Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II  
Negotiation of Successor Agreement

A. Schedule: Not earlier than September 15, 1994 nor later than October 15, 1994, the College and Association agree to negotiate over a successor agreement in accordance with the procedure set forth herein, in good faith effort on both sides to reach agreement concerning salaries, conditions of employment and other matters which are not reserved to the Board as a management prerogative or which is not prohibited by law. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) working days after receipt of mutual proposals by the College and the Association, unless the parties agree to an extension of time described herein.

B. Information Requests: Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under the law and which is reasonable and necessary to the subjects under negotiation.

C. Meeting Limits: Members of the bargaining unit will not be scheduled by the parties hereto to participate during working hours in negotiation meetings, except as mutually agreed by both parties to this Agreement.

D. **Exclusive Representation:** The College agrees not to negotiate concerning said employees' negotiation unit, as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

E. **Completed Agreement:** During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. **Impasse:** If agreement cannot be reached between the Association and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Division of Public Employment Relations Commission.

### ARTICLE III Principles of Agreement

THIS AGREEMENT, is made June 22, 1992 by and between the SUPPORTIVE STAFF ASSOCIATION OF OCEAN COUNTY COLLEGE, hereinafter sometimes referred to as "Association," and the BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE, hereinafter sometimes referred to as "College":

A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment for all members of the staff employed in the classifications set forth in Article I-A.

B. The College and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to the proper interpretation or implementation of this Agreement.

C. The College and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.

D. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof, or until changed by mutual consent in writing.

E. **Management Prerogative:** Any rights or privileges not expressly given to employees or the Association in this Agreement are hereby expressly reserved by the College as a management prerogative.

F. **Severability Clause:** If any provision of this Agreement or any application of this Agreement to any employee or group of employees or to the employer is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. **Parameters of Agreement:** This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or other undertakings, other than expressly set forth herein, and the College and the Association are hereby bound to the extent of this Agreement and to any mandatory laws applicable to the employee-employer relationship between the parties. If any sections of the Agreement which have been deleted due to changes in the law, are determined to be mandatory topics of negotiations, either party shall have the right to open negotiations in those limited areas.

H. **Modification:** This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by the parties. Any waiver by either party to any part of this Agreement shall not be deemed to be a waiver of any other part of this Agreement.

I. **Duration of Agreement:** This Agreement shall be in effect from July 1, 1992 through June 30, 1995, unless the Association and the College mutually agree in writing to an extension or modification of its duration.

#### ARTICLE IV Association-College Relationship

A. **Association Membership:** The College and Association agree that there shall be no discrimination, interference or coercion by either party against any employee because of his/her membership in the Association or because of his/her refusal to join the Association. The Association further agrees that it shall not unlawfully coerce employees into membership.

B. **Public Records:** The Board agrees to make available to the Association all public records for their review that are relevant to a matter contained in this Agreement. It is understood that the Board does not have an obligation to provide reports or data not public records as defined in the "Open Public Meeting Act" of New Jersey.

C. **Paid Release Time:** Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings with the Board or its representative, he shall suffer no loss in pay. Nothing herein shall require the Board or the College to schedule such meetings during working hours.

D. **Association Business:** Representatives of the Association shall be permitted to transact official Association business on College property at times and places to be determined in accordance with prevailing College policy, procedures and regulations. It is understood that all meetings of the Association shall be held so as not to interfere with or interrupt normal College operations. The request for scheduling of all meetings shall be made through the designated College scheduling office and the Dean of Personnel.

E. Use of College Equipment and Facilities: The Association shall have the right to use College equipment such as typewriters, ditto and mimeographing machines, calculating machines, and photocopying machines at reasonable times when such equipment is not otherwise in use as determined by the College or its representatives. Prior to such use, a written request may be required by the College or its representative. The Association shall pay for the reasonable cost of all material and supplies incidental to such use. The Association shall have the right to use the inter-College mail system for appropriate Association business.

F. Bulletin Boards: The College shall supply reasonable access to two (2) bulletin boards for the posting of Association notices. Prior to posting, a copy of said notice shall be furnished to the Dean of Personnel. Notices shall pertain and be limited to the announcing of meetings and other Association business. Bulletin boards shall not be used for improper or inappropriate statements.

G. Board Rights: The College retains all existing rights insofar as its relationship with the employees of the Association is concerned, except as these are limited by the specific terms of this Agreement.

#### ARTICLE V Grievance Procedure

##### A. Definitions:

1. Grievance: A "grievance" is a complaint by a member of the bargaining unit that there has been a misinterpretation or misapplication of the terms of this Agreement and/or College policy as per the Supreme Court West Windsor decision, which misinterpretation or misapplication directly affects said grievant.

2. Aggrieved Person: An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest: A "party in interest" is the person or persons making the claim, including the College or the Association.

B. Purpose: The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees and the employer. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### C. Procedures:

1. Time Limits: The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

2. **Level 1 - Immediate Supervisor:** An employee with a grievance shall first discuss it with his/her immediate supervisor, with the objective of resolving the matter informally. A representative of the Association may be present at this level. Within fifteen (15) workdays after the grievant knew or should have known of the events or conditions on which the grievant is based, a grievance shall be submitted in writing to the supervisor who is the Director of the Department or the Director's designated representative, by the grievant through an Association representative. A copy of the grievance must also be submitted to the Association by the grievant-employee. Within ten (10) workdays thereafter a written reply shall be given by the supervisor or designated representative to the grievant with a copy to the Association.

3. **Level 2 - Dean of Personnel:** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) work days after the decision at Level 1, or ten (10) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer it to the Dean of Personnel. The Dean of Personnel shall render a written decision within fifteen (15) work days of receipt of the grievance.

4. **Level 3 - President of College:** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within fifteen (15) work days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) work days after the decision at Level 2, or twenty (20) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer it to the President of the College or his designee. The Association or the grievant shall also submit a copy of the grievance to the College Board of Trustees for information purposes only. Said grievance shall only be submitted in writing. The President or his designee shall then render a written decision within fifteen (15) work days of receipt of the grievance.

5. **Level 4 - Board of Trustees:** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within fifteen (15) work days after the presentation of the grievance, the Association may decide to file the grievance with the Board of Trustees for action. The Board of Trustees shall appoint a subcommittee of its members to hear the grievance. The Board Committee shall be represented by counsel and have such members of the administration present as it deems appropriate. The Grievance Hearing shall occur within twenty (20) workdays of the filing date at the Board Step. The Board Grievance Committee shall make a recommendation to the full Board of Trustees at the next regularly scheduled meeting following the grievance hearing. The decision of the Board of Trustees shall be communicated, in writing, to the Association not more than five (5) workdays following the Board meeting.



6. Level 5 - Binding Arbitration for Grievances of Terms of this Agreement:

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 4, or if no decision has been rendered within twenty (20) work days after the grievance was delivered to the Board of Trustees of the College, he/she may within five (5) workdays after a decision was delivered to the Board of Trustees, whichever is sooner, request arbitration. If the Association in its discretion determines that the grievance is meritorious, it may submit the grievance on behalf of the individual to arbitration within fifteen (15) work days after receipt of request by the aggrieved person.

(b) Within ten (10) work days after such written notice of submission to arbitration, the College and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the College and the Association and hold hearings promptly, and shall issue his/her decision not later than twenty (20) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion as to the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding to the parties.

(d) In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions herein, which decision shall be final and binding on both parties.

(e) The cost for the services of the arbitrator including per diem expenses if any, and actual necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

7. Level 6 - Advisory Arbitration for College Policy Grievances:

The parties agree that the grievance definition shall be expanded to include policy grievances as per the Supreme Court West Windsor decision. The parties further agree that policy grievances shall have a final step and terminate in Advisory Arbitration.

Note: The grievance procedure for College policy grievance shall follow the same time table as established for grievances which may end in Binding Arbitration.

**D. Rights of Employees to Representation:**

1. **Employee Choice:** Any supportive staff may be represented at any level of the Grievance Procedure by himself/herself or at his/her option by an Association Representative.

2. **Reprisals:** No reprisal of any kind shall be taken by the College or by any member of the administration, or by the Association or by any employee, against any party in interest, any representative, any member of the College or the Association, or any other participant in a grievance procedure by reason of such participation.

3. **Disciplinary Conference:** If any employee is brought up on charges, no suspension or discharge shall be put into effect without a meeting between the Dean of Personnel and/or his/her representative and two (2) appropriate representatives of the Association. This provision does not apply to situations requiring immediate action because of the nature of the offense, but every effort will be made to provide such a meeting.

**E. Miscellaneous:**

1. **Written Decisions:** All decisions rendered above Level 1 of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

2. **Private Meetings:** All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred in this Article.

3. **Association Grievance:** If, in the judgment of the Association, a grievance affects a class or group of employees, the Association may submit such grievance in writing to the Dean of Personnel directly and the processing of such grievance shall be commenced at Level 2. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

4. **Separate Grievance File:** Upon completion of the final step of a grievance process, including court action if used by either party, which resolves an issue in favor of the grievant, communications and records dealing with the processing of that grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE VI  
Vacation/Personal Leave

A. Scheduling Leave: Vacation/Personal Leave shall be scheduled in consonance with the work schedule of the department and shall be subject to the advance approval of the employee's supervisor. Choice of Vacation/Personal Leave, within each department shall be picked by employees in seniority order.

B. Vacation/Personal Leave Accrual: Vacation/Personal Leave shall be earned according to employment service at the following rates:

First through Third Year: thirteen (13) days per year.  
Fourth through Sixth Year: eighteen (18) days per year.  
Seventh Year and over: twenty-three (23) days per year.

The full scheduled amount of Vacation/Personal Leave shall be posted to each employee's account each July 1st.

C. Mid-Year Appointments and Exits: Employees who begin work mid-year shall receive a prorated share of the scheduled amount of Vacation/Personal Leave. Employees who separate from employment with the College mid-year shall have their Vacation/Personal Leave balance reduced by a prorated share of the annual total. A prorated share of the amounts listed above shall be posted on the anniversary years.

D. Utilization Limits: Vacation/Personal Leave may not be taken in advance of being posted. Vacation/Personal Leave shall not be taken during probationary periods. Vacation/Personal Leave must be taken within eighteen (18) months of the date on which it was posted. If a holiday falls during the leave period, the holiday does not count as a Vacation/Personal day.

E. Part-time Employees: Part-time Secretarial/Clerical employees who work at least 910 hours per year shall earn a prorated share of Vacation/Personal Leave, in accordance with the accrual rates set forth in Section B above. Part-time custodians, craftworkers, groundworkers, HPE attendants, and security guards who work at least 1040 hours per year shall earn a prorated share of Vacation/Personal Leave, in accordance with the accrual rates set forth in Section B above.

F. Payment for Unused Vacation/Personal Leave Upon Separation from Employment: Upon separation from employment after more than one year of service, the employee is entitled to payment for earned but unused Vacation/Personal Leave within the limitations prescribed herein.

ARTICLE VII  
Holidays

A. Schedule of Holidays: Holidays allowed and paid for are:

New Year's Day  
Good Friday  
Memorial Day  
July 4  
Labor Day  
Thanksgiving  
Friday after Thanksgiving  
Christmas  
Day before or after Christmas  
Dr. Martin Luther King's Birthday

B. Additional Holidays: The College hereby guarantees to each employee four (4) days of holiday in addition to the days set forth hereinabove. The precise dates shall be determined by the College. If at the discretion of the College the Christmas-New Year break is provided and five discretionary holidays are necessary for that purpose, a fifth discretionary holiday will be added for that particular year.

C. Holiday Work: In the event a holiday falls on a day during which the College administration deems it necessary to continue a support service, a percentage of employees may be scheduled to work. When employees work on days designated to be holidays, such employees shall be paid in accordance with the following guidelines:

Holiday Pay: Full-time employees shall be paid straight time holiday pay, in accordance with the designated holidays of Article VII.

1. Employees who work on a holiday during their regularly scheduled shift, shall be paid one and one-half (1 1/2) times their regular rate of pay for each hour worked in addition to straight time holiday pay which equals two and one half (2 1/2) times rate of pay.

2. Employees who work on a holiday, before or after their regularly scheduled shift, shall be paid two and one-half (2 1/2) times their regular rate of pay for each hour worked.

3. In order to be eligible for holiday pay, an employee must be actively employed at the time of the holiday and must have worked his/her regularly scheduled workday before and after the holiday, unless such absence is authorized by the appropriate Dean (in the absence of the Dean, the Dean of Personnel).

D. Part-time Employees: Part-time employees shall receive pay for a holiday if it falls on a normally scheduled workday. If a holiday falls on a day when he/she is normally not scheduled to work, the part-time employee shall not receive payment for the holiday.

ARTICLE VIII  
Work Schedule

A. Normal Work Week:

1. Secretarial/Clerical Employees: The normal work week for all full-time Secretarial/Clerical employees shall be thirty-five (35) hours weekly, five (5) consecutive days a week, with one hour for lunch daily. Depending upon the employee's particular department, he/she may be required to work from 8:00 a.m. to 4:00 p.m., 8:30 a.m. to 4:30 p.m., or 9:00 a.m. to 5:00 p.m. Monday through Friday. Other hours of work to meet the particular requirements of a department may be mutually scheduled by the College and the employee upon the recommendation of the Department Supervisor and the approval of the College Personnel Office. Secretarial/Clerical employees who work between 6:00 p.m. and 6:00 a.m. shall receive twenty (20) cents per hour worked, in addition to his/her scheduled rate of pay.

2. Custodians, Craftworkers, Groundworkers, and HPE Attendants: The normal work period for full-time Custodians, Craftworkers, Groundworkers, and HPE Attendants shall be eight (8) hours per day, five (5) consecutive days, with two (2) days off for a total of forty (40) work hours per a given five (5) day period. Full-time employees working night shifts (any shift which extends beyond 6 p.m.) shall work seven and one-half (7 1/2) hours per day for five (5) consecutive days with two (2) consecutive days off for a total of thirty-seven and one-half (37 1/2) work hours per week. Meal periods shall be given to each of said employees which during each seven and one-half (7 1/2) hour work period, shall be one-half (1/2) hour in length. The College shall pay for said meal period which shall be part of the normal seven and one-half (7 1/2) hour work schedule. Custodians, Craftworkers, Groundworkers, and HPE Attendants who work between 6:00 p.m and 6:00 a.m. shall receive twenty (20) cents per hour worked, in addition to his/her scheduled rate of pay.

3. Security Guards: The normal work period for full-time Security Guards shall be eight (8) hours per day, five (5) consecutive days with two (2) consecutive days off for a total of forty (40) work hours per a given five (5) day period. Meal periods shall be given to each of said employees during each eight (8) hour work period which shall be one-half (1/2) hour in length at a time and place to be designated by the supervisor. The College shall pay for said meal period and shall be part of the normal eight (8) hour workday. Security Guards who work between 6:00 p.m and 6:00 a.m. shall receive fifty-one (51) cents per hour worked, in addition to his/her scheduled rate of pay.

B. Other Work Week Patterns: The normal work week for present full-time employees, as noted above, does not negate the right of the College to establish other work week patterns for either vacant or newly budgeted positions. Such additional work week patterns shall provide at least thirty-five (35) hours per week with one (1) hour for lunch/dinner daily for Secretarial/Clerical jobs or at least forty (40) hours per week with one-half (1/2) hour for lunch/dinner daily for Custodians, Craftworkers, Groundworkers, HPE Attendants, and Security Guards.

C. Meal Reimbursement: If a full-time day employee must work evenings, he/she will be allowed two (2) hours off between his/her day and evening schedule as a dinner period. Those full-time employees who work a full-time regular day shift and who work the full evening registration shall be entitled to reimbursement for an evening meal in the amount of \$13.00 in 1992/93, \$14.00 for 1993/94, and \$15.00 for 1994/95.

D. Breaks: Two (2) uninterrupted periods of not more than fifteen (15) minutes shall be available to employees. The times shall be mutually agreed to by the employee and his/her supervisor.

E. Overtime: Overtime is defined as any authorized work time spent at regular duties or other assignments, either before or after regular daily work hours described hereinbefore, above the thirty-five (35) hours per week, excluding lunch/dinner hour.

1. Overtime Calculation: Overtime will be remunerated at the rate of one and one half (1 1/2) times the hourly salary for all hours worked over forty (40) hours in a single week. For overtime hours worked from thirty-six (36) through forty (40) hours, compensation will be at the regular hourly rate. Any employees required to work on their regular days off shall be paid at the rate of one and one-half (1 1/2) times his/her base hourly rate and shall be guaranteed a minimum of four (4) hours of work. Overtime will be adjusted upward to the nearest half hour at the end of each pay period. Overtime shall be computed to include (1) Holidays, (2) Vacation/Personal Days, (3) Sick Days, (4) Bereavement Days.

2. Overtime Assignments: All overtime and compensatory time shall be authorized in advance by the appropriate Dean or an administrator designated by the Dean. Overtime shall be posted and offered to supportive staff on a rotational seniority basis within each respective department. When overtime work is to be done, the specific skills and the number of employees required to perform such work shall be as determined by the appropriate Dean or the Dean's designated representative. When overtime work shall require a number of workers exceeding the number of employees officially holding the specific classification comprising such determined skills, the offer of overtime work shall be made on a broad-base, rotational/seniority basis to those other employees who possess a known and acceptable level of competency in the required job skills, as determined by the appropriate Dean or the Dean's designated representative.

F. Compensatory Time: In the event the employee and the immediate supervisor mutually agree, compensatory time may be allowed in lieu of salary. Compensatory time shall be computed at one and one-half (1 1/2) hours for each hour of overtime worked. Compensatory time shall be utilized within a sixty (60) day period after it is earned, with written consent of the supervisor. If the needs of the College preclude the employee's utilization of the compensatory time within the aforesaid sixty (60) day period, the College, in its discretion, shall either pay the appropriate overtime or provide the earned compensatory time regardless of whether it is beyond the 60 day period. In the event Secretarial/Clerical employees elect to receive comp time for hours worked between thirty-six (36) and forty (40)

hours per week, he/she shall receive one and one-half (1 1/2) hour of comp time for each hour worked.

G. **Sunday Work:** Employees who are required to work outside their regular work schedule, on a "Sunday," shall receive double their regular rate of pay for work performed on that day. Those employees whose work schedule normally includes Sunday, shall be paid their regular rate of pay for work performed on that day. However, if required to work on the second day of their normally scheduled two consecutive days off, such employees shall be paid at double their regular rate of pay for hours worked on that day.

H. **Natural Emergencies:** Employees working their normal shift receive straight time payment. Employees required to work beyond their shift receive double time payment for such extra work. When all other college employees are excused (sent home or are not required to report for work initially), Physical Plant employees who are required to work their regular shift shall be paid two and one-half (2 1/2) times his/her regular rate of pay for hours worked. If placed on standby, the employee shall be paid at a minimum of two (2) hours straight time. In the event a Building Maintenance Worker/Custodian is assigned to remove snow beyond areas around buildings for which custodians are normally responsible, he/she shall receive one and one-half (1 1/2) times his/her regular rate of pay for the actual time engaged in such activity.

J. **Snow and Ice Days:** If classes are cancelled due to excessively hazardous roads in the area of the College, the College will notify employees whether or not they will be required to report to work, in accordance with departmental procedures.

K. **Summer Hours:** The College, at its discretion, may grant reductions in work hours during the summer months as done in prior years without prejudice.

#### ARTICLE IX

##### Working Conditions - Safety & Welfare

A. **Equipment:** Appropriate and adequate equipment shall be provided to all employees covered by this Agreement, properly maintained to fulfill their respective job functions as defined by the College.

B. **Minimum Temperatures:** Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which unreasonably endanger their health, safety, or well-being, nor shall they be required to work in rooms with temperatures below sixty-three (63) degrees Fahrenheit, unless conditions beyond the control of the College require the maintenance of the heating system below sixty-three (63) degrees Fahrenheit.

C. **Maximum Temperatures:** Employees shall not be required to work in rooms with temperatures above ninety (90) degrees Fahrenheit, as measured in the center of the room and said condition has persisted for more than one hour. In such instances, the College may exercise its normal management authority and reassign affected employees to a different work area. These provisions

concerning temperature in working areas shall not be operable if overriding considerations or mandates of energy conservation make adherence impracticable.

D. **Assault:** In any case involving an assault by or upon an employee, the College shall be guided by appropriate law concerning said attack. An employee suffering an assault shall immediately report cases of assault in connection with their employment to their immediate supervisor. Such notification shall be immediately forwarded to the Dean of Personnel who shall comply with any reasonable request from the employee for information in the possession of the supervisor relating to the incident.

E. **Uniforms:** Custodians, Craftworkers, Groundworkers, HPE Attendants, Security Guards, and Mailroom/Stock Clerks shall receive within thirty days of employment (contingent upon availability of supplies) the uniforms designated in Appendix A of the Agreement. All employees for whom uniforms are provided shall be required to be in complete uniforms during all working hours. Employees shall receive uniform replacements when the employee turns in the worn or unservicable uniform to the Assistant Dean of Physical Plant. Employees in receipt of uniforms described in Appendix A of the Agreement shall provide reasonable maintenance of their uniforms, which shall include washing, cleaning, pressing, and mending, etc. The annual clothing maintenance allowance of one hundred twenty-five dollars (\$125) shall be made payable to each employee in equal installments during July and January of each year.

#### ARTICLE X Leaves of Absence With Pay

A. **Military Leave:** Members of the Reserve or National Guard are allowed two (2) weeks of paid leave annually to attend training. This is in addition to other leaves set forth in this Agreement.

B. **Bereavement Leave:** In the case of a death in the employee's immediate family (spouse, children, parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, and grandchildren) paid bereavement leave not to exceed four (4) days will be granted.

C. **Jury Leave:** Jury leave for jury duty is paid leave in the amount of the difference between a normal day's wages and that paid by the court for duty. Normally the payment by the court will be significantly less than the employee's wages. The employee may receive his/her normal salary for the period by surrendering his/her endorsed court jury check to the Personnel Department.

D. **College Temporary Disability Program:** The College shall provide, at no expense to the employee, a temporary disability income plan for employees of the College who are absent from work due to prolonged serious illness/injury. This program is offered as a substitute for participation in the New Jersey Temporary Disability program which is permissible by law. In no instance



shall the benefit or terms of the College program be less than that of the New Jersey Temporary Disability program.

1. Eligibility for Temporary Disability:

a. To be eligible for College Temporary Disability an employee must meet the same wage earnings qualifications as required for the New Jersey Temporary Disability program.

b. The employee must have exhausted all accumulated sick leave. The employee may elect to use accumulated vacation/personal leave or compensation time in order to stay in a full pay status for as long as possible.

c. The employee must submit a medical certification which specifies the illness/injury that prevents the employee from being able to perform his/her duties. The medical certification must also specify the approximate length of time the physician expects the employee to be disabled. The College reserves the right to require the employee to be examined by a College appointed physician at Board expense.

2. Calculation of Disability Income: The disability income benefit shall be calculated in accordance with the prevailing method used by the New Jersey Temporary Disability program and the College Temporary Disability method set forth below. The employee shall select in writing the method of payment he/she chooses to be paid by.

<u>Employment at O.C.C.</u>	<u>Disability Payment</u>
<u>1st through 3rd year</u>	<u>40% of hourly wage or base salary</u>
<u>Fourth year</u>	<u>45% of hourly wage or base salary</u>
<u>5th year and more</u>	<u>50% of hourly wage or base salary</u>

The disability benefit shall be prorated for part-time employees. Disability benefits shall not be paid during any time frame in which the employee is not contracted/scheduled to work.

3. Duration of Disability Payments; Benefit payment shall commence on the next regularly scheduled payday following approval by the President of the application for Temporary Disability.

a. If the employee elects the State method of payment, the duration of payments shall be in accordance with the prevailing state program.

b. If the employee elects the College method of payment, the duration of payments shall be limited to an aggregate maximum of fifty-two (52) weeks, commencing with the initial date of disability. If the disability is related to a Workers' Compensation claim, time in Workers Compensation shall be inclusive to the aggregate maximum for College Temporary Disability.

c. If an employee recovers from disability for which benefits have been received and again becomes disabled within one hundred and four (104) weeks of the initial date of disability, the later disability shall be considered a

continuation and shall be counted against the fifty-two (52) week aggregate maximum. If the later disability is due to an unrelated cause it shall be considered a new disability.

d. Disability payments shall cease when the employee returns to work, the employee leaves employment with the College, the employee qualifies for permanent disability under the New Jersey Division of Pensions or the disability benefit is exhausted. The employee must submit medical verification of his/her ability to return to work, prior to returning to work.

4. Coordination of Benefits: The College Temporary Disability income shall be reduced by an amount equal to income received by the employee for: (a) any other avenue of pay by the College, (b) any income received through a state or federal disability program, (c) Workers Compensation, or (d) income associated with any rehabilitation efforts.

5. Procedures; Disabled employees must file a request for Temporary Disability. Forms are available in the Personnel Department. Every effort to process the request as rapidly as possible shall be made as soon as proper medical verification(s) are received. The Personnel Department shall provide information on the prevailing New Jersey Temporary Disability program and written calculation of the benefit options available to the employee. The Dean of Personnel shall provide the employee with a written disposition of the President's decision. The President's decision shall be final and not subject to the grievance procedure contained in this Agreement. This program supercedes and supplants Board Policy/Procedure #3050.

#### ARTICLE XI

##### Leaves of Absence Without Pay

A. Regulation and Definition: Leave of absence without pay may be granted to non-probationary employees for the following reasons: personal, child care, maternity, and military. An employee returning from a leave of absence as defined herein will be assigned to his/her former position classification or classification of like status and compensation, unless circumstances of the staff member or the College have changed making this unreasonable. In such circumstances the member will be assigned to a classification for which the member is qualified and for which a position is available. Leaves of Absence, not to exceed thirty (30) calendar days require the approval of the President of the College. Leaves of absence in excess of thirty (30) calendar days will require the final approval of the Board of Trustees.

B. Eligibility and Duration of Leaves of Absence Without Pay:

Type/Eligibility	Maximum Duration of Initial Leave	Maximum Duration Including Extensions
Personal		
Unable to work because of personal reasons.	6 months	1 year

Type/Eligibility	Maximum Duration of Initial Leave	Maximum Duration Including Extensions
<b>Child Care</b> Following birth of a child or following adoption of a child under age 6.	12 months	(none)
<b>Maternity Disability</b> Upon a female member's request, with a physician's verification.	Under conditions of a female member's biological maternity, any sick leave time accrued may be initially applied and exhausted.	
<b>Military</b> Selective Service induction or called up as a Reserve or National Guard member.	Period of Active Duty	4 years plus additional time required by law, if any, plus 90 days release from duty.

C. **Vacation Payout and Accrual While on Leave:** Employees may be paid for accrued vacation leave time at the beginning of an unpaid leave of absence. No vacation, sick, or personal leave time will be accrued during an unpaid leave of absence.

D. **Seniority:** In the event the leave of absence without pay is taken by the employee, seniority based upon length of service will continue to accumulate during this period.

E. **Pension Plan, Health Insurance, and Group Life Insurance:** When an employee is granted a leave of absence, there are distinct pension plan, life insurance and health insurance implications. Many of these implications vary with (a) the reason for leave of absence, (b) the duration of leave of absence, (c) the pension program enrollment. All matters relative to these programs and specific arrangements for the continuation of these benefits shall be in conformity with New Jersey Statutes and shall have been made with the Personnel Office prior to the leave of absence.

F. **Outside Employment:** When an employee takes a leave of absence and it is learned that he/she is employed elsewhere, such discovery will be cause for termination of employment unless specifically approved in writing by the College in advance of the leave.

G. **Exceeding a Leave of Absence Without Pay:** Failure to report for work at the conclusion of a leave of absence or granted extensions, will be considered a resignation and employment will be automatically terminated without notice.

H. **Medical Examination:** Upon the return of an employee from a leave of absence without pay, the College may require without cost to the staff member, that a physician(s) of its choosing and expense, may examine the staff member before returning the member to active employment. A staff member returning from medical leave of absence must provide a statement from the member's physician releasing the member to return to work.

I. **Return to Work Prior to Expiration of Leave of Absence Without Pay:** The return to work of an employee prior to the expiration of a leave of absence will be at the option of the College.

J. **Procedures for Requesting Leave of Absence:** Requests for leaves of absence without pay will be made and processed in accordance with official College policy and procedure on the subject.

## ARTICLE XII Sick Leave

A. **Sick Leave Accrual:** Sick Leave for full-time employees shall accrue at the rate of thirteen (13) days per year. Part-time Secretarial/Clerical employees, who work at least 910 hours per year, shall earn a prorated share of the sick leave annual accrual. Part-time Custodians, Craftworkers, Groundswokers, HPE Attendants, and Security Guards who work at least 1040 hours per year, shall earn a prorated share of sick leave annual accrual. Annual sick leave shall be posted to each employee's account on July 1st. Supportive Staff entering or leaving employment with the College mid-year shall have their sick leave balance appropriately prorated. Probationary employees may utilize sick leave. The unused portion of sick leave is cumulative with no limit to the number of days that can be accrued. Sick leave is not earned during periods of leave of absence without pay of one month or longer.

B. **Separation from Employment:** There shall be no settlement of sick leave credit at time of separation of employment. Sick leave is only available to persons for health reasons.

C. **Medical Verification:** When an employee takes three (3) or more consecutive sick days, the College, at its discretion, may require that employee validate sick leave taken by presenting the written statement of employee's physician, or in the discretion of the College, the employee may be required to present himself/herself to a physician to be selected by and paid for by the College, before being permitted to return to work. The appropriate supervisor shall issue a written warning when a pattern of sick leave utilization on Fridays and Mondays has been established, and if that pattern continues, the College may require the employee to consult a doctor at College expense. Supervisors shall have the responsibility of documenting said absences.

D. **Exhausted Sick Leave:** An employee who expects that his/her absence due to illness will continue beyond his/her accumulated sick leave may request a leave of absence without pay. If this request for leave of absence is

approved by the College, the employee may continue health benefits insurance for a limited period of time by arranging for prepayment of premiums to the College in accordance with New Jersey Statutes.

E. Paid Sick Leave Upon Retirement: A Supportive Staff Member who is: (1) sixty (60) years of age or older and has ten (10) or more years of service at OCC and elects a retirement; or, (2) who has fifteen (15) years of service at OCC and whose employment is terminated for a reason other than just cause, shall be eligible to receive payment for fifty percent (50%) of his/her unused sick leave up to a maximum of six thousand dollars (\$6000).

### ARTICLE XIII Insurance Benefits

A. Health Insurance - Employees: The Board of Trustees shall provide fully paid health insurance (traditional plan) for all Secretarial/Clerical employees who work at least 910 hours per year and for all Custodians, Craftworkers, Groundswokers, HPE Attendants, and Security Guards who work at least 1040 hours per year. Employees who elect an H.M.O. or a P.P.O. shall be subject to payroll deductions for premiums which exceed the cost of the Traditional State Health Plan.

B. Health Insurance - Dependents: The Board of Trustees shall provide fully paid health insurance (traditional plan) for the eligible dependents of Secretarial/Clerical employees, Craftworkers, Groundswokers, HPE Attendants, and Security Guards who qualify for health insurance benefits, in accordance with "A" above. Employees who elect an H.M.O. or a P.P.O. shall be subject to payroll deductions for premiums for their dependents which exceed the cost of the Traditional State Health Plan.

C. Health Insurance Carrier: Health care coverage is currently provided by the Board of Trustees through the N.J. State Health Benefit Program for Public Employees. Supportive Staff employees enrolled in this program are subject to all rules and regulations promulgated by the N.J. Division of Pensions, State Health Benefit Section. In the event the Board of Trustees changes the health insurance carrier, the level(s) of coverage within the new program shall not be less than the coverage in effect, as of June 30, 1992. Association representatives shall participate in the selection process for any new carrier, over which the Board has control.

D. Major Medical Deductible Reimbursement: Effective July 1, 1985, the Board will reimburse the employee for up to \$100 paid by the employee toward his or her Major Medical deductible. Payment shall be made in the following manner:

1. Upon presentation to the Personnel Department by the employee of his or her statement from the Major Medical carrier specifying that the \$100 deductible has been met, the full \$100 will be reimbursed at that time.

2. Should the \$100 deductible not be reached, the employee may be reimbursed for that portion of the deductible he or she has met upon submission of proper documentation from the Major Medical carrier at the end of the calendar year.

3. No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

4. Effective January 1, 1986, the Board of Trustees shall provide for payment of the deductible for the dependent unit in the same manner as payment is provided for the single employee. Partial charges against the dependent unit may be combined to reach the maximum deductible reimbursement of one hundred dollars (\$100).

E. Dental Insurance: Secretarial/Clerical employees who work at least 910 hours per year, and Custodians, Craftworkers, Groundworkers, HPE Attendants, and Security Guards who work at least 1040 hours per year shall be eligible for dental insurance. The Board will continue to provide full premium coverage for the employee portion of the dental plan. In addition, effective 7/1/85, the Board shall provide for the coverage of the dental premium for dependents to the extent necessary up to and including \$27.62 per month for the life of the contract. Employee coverage shall be mandatory for all employees, but each member may choose any plan offered by the insurance carrier.

F. Optical Expense Reimbursement: Secretarial/Clerical employees who work at least 910 hours per year, and Custodians, Craftworkers, Groundworkers, HPE Attendants, and Security Guards who work at least 1040 hours per year shall be eligible for Optical Expense Reimbursement. The Board shall reimburse eligible employees for eye exams and/or optical lenses/frames. Reimbursement shall be made to the employee promptly upon submission of proof of payment of the expenses incurred by the employee or eligible dependents. Reimbursement shall not exceed a maximum of \$225.00 per employee per budget year for eligible expenses. Eligibility for dependents shall be determined the same as Health Insurance dependent eligibility is determined.

#### ARTICLE XIV Retirement Benefits

Statutes and regulations governing retirement program benefits and other programs and features contained under such statutes and regulations shall be provided to any employee covered by this Agreement under the eligibility rules as contained in referenced statutes and regulations.

#### ARTICLE XV Education Benefits

A. Employee Tuition Waiver: Secretarial/Clerical employees who work at least 910 hours per year, and Custodians, Craftworkers, Groundworkers, HPE Attendants, and Security Guards who work at least 1040 hours per year shall

be eligible for Education Benefits. Eligible Supportive Staff employees shall be permitted free tuition and fees for courses offered by Ocean County College up to a maximum of six (6) credit hours per semester, and up to a maximum of four (4) credit hours for the first summer session, four (4) credit hours for the second summer session, and three (3) credit hours for the summer post session. Excluded from the waiver of fees described herein shall be direct cost associated with Community Education courses and Credit by Examination. Supportive Staff may register for Community Education courses on a space available basis, providing the minimum paid enrollment for the course has been satisfied.

B. Dependent Tuition Waiver: An eligible Supportive Staff employee's dependents shall be granted free tuition and fees, as defined above, for courses offered by Ocean County College, up to a maximum of sixty (60) credit hours, or the equivalent of the required course load for two (2) full-time students, in any one academic year. Dependents of eligible employee's may register for Community Education courses on a space available basis, providing the minimum paid enrollment of the course has been satisfied. "Employee dependent" shall be defined in accordance with the prevailing definition used by the U.S. Internal Revenue Service to determine dependent status.

C. International Education: Supportive staff must submit application to participate in International Education courses for themselves, or for their dependents in the same manner that applications for tuition waivers are submitted.

1. Supportive Staff shall be responsible for all direct per capita costs associated with International Education courses. Employees will not be responsible for overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses.

2. For all International Education courses, properly enrolled and approved supportive staff and dependents shall initially pay all tuition, college/student fees, and lab charges. After the course(s) is/are completed and after all direct per capita expenditures have been accurately identified by OCC, the College will refund to the employee the difference between these direct expenditures and payments previously made to OCC by the employee. It is understood by both parties, that the amount refunded is subject to wide fluctuations due to: currency exchange rates, country and college attended, course of study, lodging, transportation, meals, tickets to performances, required foreign insurances, and all other items for which OCC must make payment.

3. The amount of the potential refund described above shall be reduced by the amount of any other form of payment made to the employee by OCC such as, but not limited to, professional development funds, travel reimbursements, and scholarships.

D. Tuition Reimbursement (Other Institutions): Secretarial/Clerical employees who work at least 910 hours per year, and Custodians, Craftworkers, Groundworkers, HPE Attendants, and Security Guards who work

at least 1040 hours per year shall be eligible for Tuition Reimbursement for courses taken at other institutions of higher education.

1. Eligible Supportive Staff employees shall receive tuition reimbursement, up to the prevailing Rutgers undergraduate tuition rate, for undergraduate courses taken by the employee at accredited colleges. Eligible Supportive Staff employees shall receive tuition reimbursement, up to the prevailing Rutgers graduate tuition rate, for graduate courses taken by the employee at accredited colleges.

2. Coursework which is reasonably related to the area in which the employee renders service to the College must have the prior approval of the immediate supervisor and appropriate Dean and the College President. Coursework eligible for reimbursement shall not exceed 12 credits per academic year. Employees shall be reimbursed upon submitting proof of tuition payment and proof of having received credit for course completion at the institution they are attending.

E. Development and Training Funds: The College shall annually budget five thousand dollars (\$5000) for group development and training workshops. The workshops shall be planned each year by a committee of four employees appointed by the Supportive Staff Association and the Assistant Director of Personnel. Funding will be tentatively divided evenly between clerical employees and physical plant employees. However, the Committee may decide to plan events for the whole group. Unexpended Development and Training Funds shall not be carried forward from one budget year to another.

1. Employees who qualify for tuition reimbursement, as defined in "D" above may apply for unexpended Development and Training Funds on June 1st of each budget year. Reimbursement for costs which exceeded the Rutgers tuition rate(s) shall be awarded on a prorata basis to those who have made application by June 1.

#### ARTICLE XVI Salaries

A. Salary: Supportive Staff shall receive increases to their respective base salary or wage rate in accordance with the following schedule:

	<u>Secretarial/Clerical</u>	<u>Custodians, Craftworkers, Groundworkers, HPE Attendants, and Security Guards:</u>
<u>7/1/92:</u>	<u>Full-time; +\$1200 per year</u> <u>Part-time: +\$.66 per hour</u>	<u>Full-time: +\$1200 per year</u> <u>Part-time: +\$.58 per hour</u>

B. Wage/Salary Ranges: Wage/Salary minimums and maximums, as set forth in Appendix C, shall be imposed for all Supportive Staff Association employees. All newly hired Supportive Staff shall be employed at the prevailing minimum wage/salary for their job classification. Any employee who reaches the maximum for his/her job classification shall be capped. However, maximum



wage/salary caps shall not affect longevity awards, In-grade Advancements, or job reclassifications.

C. Wage/Salary Re-opener: All terms and conditions set forth in this Agreement shall be in effect from 7/1/92 through 6/30/95, except for Article XVI, Sections A. and B. and Appendix C. Not later than April 1, 1993, negotiation shall commence on Article XVI, Sections A. and B. and Appendix C. only. Both parties shall make every effort to settle Wage/Salary issues on a timely basis for the 1993/1994 budget year and if possible for the 1994/1995 budget year.

D. Salary Increase Eligibility: To be eligible for the annual salary increase, an employee must be employed prior to May 1st of the year in which the increase is scheduled.

E. Withholding Salary Increases: The College may withhold, for ineffectiveness or other good cause, the salary adjustment of any employee. Notice of the intention to so withhold an adjustment shall be given in writing to the affected employee, with reasons, at least thirty days (30) prior to the action. The employee may appeal such action through the grievance procedure provided in this Agreement.

F. Method of Payment: Effective July 1, 1983, a one-week pay deferral shall be instituted. Employees are paid bi-weekly and checks are issued to each employee every other Friday. If a payday falls on a holiday, the employee shall be paid the previous day. If an employee is absent on a payday, he/she may authorize a representative to pick up his/her paycheck. This representative must have written authorization from the employee. An absent employee may also request that the check be mailed, if the absence is expected to be of a prolonged nature. When going on vacation, the employee may request and receive his/her check on the last working day before the vacation begins. Such requests must be made through the supervisor to the Payroll Office at least two (2) weeks before the vacation. Employees who resign or who are discharged shall receive their pay no later than the regular payday following the date of their termination, providing that the employee has satisfactorily completed the termination clearance procedure. If a normal payday falls on a holiday, checks shall be issued on the previous day.

G. Longevity Awards: Ocean County College recognizes the value of having employees who are committed to long-term service. Ocean County College shall provide longevity awards, in accordance with the procedure set forth below:

1. Supportive Staff employees shall receive a Longevity Award upon the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), and twenty-fifth (25th) anniversary date of employment at Ocean County College.

2. Longevity Awards are increases to the existing base salary/wage of the employee. Full-time employees shall have five hundred dollars (\$500.00) added to his/her then annual base salary. Part-time Secretarial/Clerical employees shall have twenty-seven cents (\$.27) added to his/her then current hourly wage. Part-time Custodians, Craftworkers, Groundworkers, HPE

Attendants, and Security Guards shall have twenty-four cents (\$.24) added to his/her then current hourly wage. The increase in longevity awards, effective July 1, 1992, shall be prospective only.

3. For the purpose of Longevity, time employed in Reserve, and/or other intermittent employment positions shall not be considered. Employees who hold two or more positions at the College shall accrue Longevity separately for each job.

H. Perdiem Calculation/Hourly Wage Calculation: Effective 7/1/92, perdiem shall be calculated by dividing the annual base salary by 260 days. Hourly wage equivalents shall be calculated by dividing the annual base salary by 1820 hours for Secretarial/Clerical employees and by dividing the annual base salary by 2080 hours for Custodians, Craftworkers, Groundworkers, HPE Attendants, and Security Guards.

I. Boiler Operator License Stipend: Employees who are hired into positions P-3, P-5, P-6, and P-35 shall be employed at a rate of pay which is \$215.00 above the entry level wage/salary in effect at the time of hire. Individuals must maintain a valid New Jersey Black Seal Low Pressure Boiler Operator's License to qualify for this stipend.

J. Shift Sergeant Pay: Employees who are hired in Security positions P-35, P-41, P-44, P-45, and P-47 shall be employed at a rate of pay which is \$ .25 per hour above the entry level wage/salary, in effect at the time of hire.

## ARTICLE XVII Employment Procedures

**A. Job Description:** There shall be on file in the Personnel Office a comprehensive job description of each Supportive Staff position. Any major change in the assigned duties or responsibilities of any Supportive Staff position shall be made known to the Association. On the first day of employment each employee shall be given a copy of his/her job description.

**B. In-Grade Advancement:** The College shall annually budget sufficient monies to fund In-Grade Advancements for ten percent (10%) of the total number of Supportive Staff. Unexpended In-Grade Advancement funding shall not be carried forward from one fiscal year to another. Supportive Staff shall be eligible for In-Grade Advancement not more than every third (3rd) year of their employment with the College. Supportive Staff who are approved, in accordance with the procedures set forth below, shall receive a five percent (5%) increase to their annual base wage/salary.

**1. Eligibility:** To be considered eligible for an In-Grade Advancement, Supportive Staff shall have:

**a.** Completed three (3) years of service in their current position without having received an In-Grade Advancement or Job Reclassification.

b. Received "above average" or "outstanding" annual evaluations (numerically averaged) for the three years immediately preceding application.

c. An official Personnel File free of any disciplinary actions for the three years immediately preceding application.

2. **Procedures:** Not later than April 30th each year, Supportive Staff interested in being considered for an In-Grade Advancement shall submit to the Dean of Personnel an application and all supportive documents which he/she wishes the Screening Committee to consider.

a. By May 15th of each year, the Dean of Personnel shall convene the In-Grade Advancement Screening Committee to judge the applications received.

b. The Screening Committee shall be composed of the Dean of Personnel as Chairperson, a Supportive Staff representative from each of the four divisions, and one clerical and one plant representative each shall be appointed by the Supportive Staff.

3. **Criteria:** The In-Grade Advancement Committee shall judge all applications in accordance with the following criteria:

a. **Threshold Criteria:** The Dean of Personnel shall certify that the candidate meets the "eligibility" criteria cited in "A" above.

b. **Recommendations:** The candidate shall submit all recommendations which he/she wants the Screening Committee to consider, i.e., immediate supervisor's recommendations, area Dean's recommendation, and any others.

c. **Service Documentation:** The candidate shall submit all evidence which demonstrates excellence in service to students and/or service to the College Community.

d. **Growth and Training:** The candidate shall submit all evidence of his/her participation in Growth/Training opportunities during the three years immediately preceding applications. Graduation from a degree or certificate program shall be considered very positively by the screening Committee.

e. **Productivity/Efficiency:** The candidate shall submit all evidence which demonstrates intra/inter departmental improvements which he/she has been responsible for and any other such evidence of productivity/efficiency as he/she wants considered by the Screening Committee.

4. The In-Grade Advancement Screening Committee shall recommend to the President by June 1st of each year those candidates most worthy of an In-Grade Advancement.

5. The President shall submit his recommendations to the Board of Trustees during June of each year for awards to be effective on July 1st. The Dean of Personnel shall notify all candidates of the final outcome of their applications.

6. Candidates who are not successful, may apply again in any following year, in accordance with the procedures outlined above.

C. Dismissal of Employees: A two (2) week notice of employment termination shall be given by the College. Dismissal without notice may result from the following causes: neglect of duty, incompetency, absence from work without proper notification, dishonesty, improper conduct, contempt or failure to obey legitimate directions of a department head, and discourteous treatment of students, other personnel or visitors. Any new employee may be dismissed without cause during the first three (3) months of employment.

D. Severance Pay: A person who has been employed for at least one year and whose employment is terminated by the College will be paid severance pay in the amount equal to two (2) weeks salary. A person who has been employed beyond the three (3) month probationary period and whose employment is terminated by the College prior to completing one full year, will be paid in an amount equal to one week's salary. Severance pay will not be paid to any person, (a) whose employment is terminated during the first three (3) months of employment, (b) who voluntarily resigns his/her position, and (c) who is dismissed for cause.

E. Resignation: Any employee who is resigning from his/her position shall give two (2) weeks written notice to his/her immediate supervisor. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given and in such event, no vacation pay shall be due and payable.

F. Vacancy Postings: When a vacancy occurs or a new position is created within the bargaining unit, the College shall distribute to major departments and internally post a notice on the Personnel Bulletin Board for five (5) working days. Further, the President of the Association shall receive a copy of this notice. However, failure to supply said notice to the President of the Association shall not be a grievable matter. Said notice shall set forth the job classification, duties and requirements, date of starting and starting salary. Employees desiring consideration shall make application to the person designated in the notice within the specified time period of said posting. Each employee-applicant not selected shall, upon request, receive a written explanation from the Dean of Personnel.

G. Job Reclassification: Ocean County College recognizes that job responsibilities may increase over time to the extent that a higher job classification is justified.

1. Procedures/Eligibility:

a. The immediate supervisor may submit a recommendation to reclassify a job to the area Dean and the Dean of Personnel.

b. Complete documentation to support the criteria cited below shall be prepared by the immediate supervisor, including a proposed job description.

c. Candidates for job reclassification shall be considered by Senior Staff

for approval.

d. Recommendations approved by the President shall be submitted to the Board of Trustees. Upon approval by the Board of Trustees, the employee shall be reclassified and receive a base salary/wage increase of not less than three percent (3%) nor greater than five percent (5%) to his/her then current base salary/wage or a raise to the adopted minimum of the new classification (whichever is greater), including retroactive pay, if approved. The decision of the President regarding the percent of increase shall not be subject to the grievance procedure of this Agreement.

e. Employees shall not be eligible to receive a job reclassification in the same budget year that they receive an In-Grade Advancement.

f. The Dean of Personnel shall communicate the final disposition, including reasons, of all recommendations to the appropriate parties, in writing.

2. Criteria for Job Reclassification: The following criteria shall be used by Senior Staff in assessing candidates for job reclassification:

a. Evidence of substantial increases in job responsibility must be submitted to justify a job reclassification. This must be evidence of new or additional responsibility. Re-alignment of duties within a department shall not be considered sufficient to justify a reclassification.

b. New responsibility must be in addition to existing responsibility. Job responsibilities shall also be examined to identify responsibilities which have been removed from the employee's overall duties.

c. The overall responsibility of the employee must be comparable to the responsibility of those employees in the proposed higher job classification. This shall be considered the most important criteria.

d. A comparative analysis of the proposed job classification shall be considered. This analysis shall be provided by the Personnel Department.

e. When the job reclassification analysis is completed, the overall employment record of each candidate shall be reviewed. Wage/salary increases shall be withheld for any candidate for whom the employment record discloses evidence of concurrent performance problems or deficiencies.

H. Employee Evaluation: Evaluation of employees in this unit shall be made by his/her appropriate department head at least once a year. A copy of this evaluation shall be given to the employee and discussed with him/her. If the evaluation is unfavorable, a subsequent evaluation shall be made within one month of the discussion with said appropriate department head. Said second evaluation shall also be made by the department head. In the event a change of evaluation of an employee is placed in the employee's personnel file subsequent to his/her termination, the College shall notify in writing said employee at his/her last known address. The evaluation form shall provide an opportunity for the employee to make comments thereon.

I. **Personnel Files:** An employee's personnel records shall be made available for inspection by the individual employee within a reasonable amount of time, upon request by the employee. The employee shall have the right to examine all documents in his/her file except outside confidential recommendations. He/she may have reproduced anything in his/her file except those items stated above, official transcripts, and anything prohibited by law. A copy of all internal evaluation reports and recommendations concerning the employee's competence shall be included in this file. An employee who exercises his/her right to examine his/her file, may be accompanied if he/she wishes, by a representative of the Association. All evaluations, recommendations, etc. in an employee's file must be signed by the issuing authority. An employee must be notified whenever any negative material regarding his/her health or performance is placed in his/her folder. An employee's file shall be made available during the processing of any grievance.

J. **Non-discrimination:** Ocean County College and the Association agree to cooperate in continuing to maintain the policies and practices which prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or marital status, and further to affirmatively cooperate in the implementation of Presidential Executive Order No. 11246 as amended, its regulations and other lawful requirements intended to prevent any such discrimination.

K. **Job Transfers:** When a vacancy occurs, employees shall have the right to apply for a transfer through the Personnel Department. The Department Administrator and the area Dean shall consider all relevant factors regarding the transfer candidates. The area Dean shall have the absolute discretion to approve or reject such request. In the event the position is not filled internally, it shall be advertised externally.

L. **Layoffs:** The College retains within its sole and absolute discretion the right to lay off employees. Seniority shall be defined as the employee's length of continuous service beginning with his/her last date of hire. The College shall provide a minimum sixty (60) days notice of layoff to any employee to be affected. In the event of a layoff, the least senior member in the affected job classification of the unit shall be laid off first. Recall from layoffs shall be accomplished in the inverse order of the layoff. When an employee is being recalled, said employee shall be so notified by certified mail direct to the address of the employee, as stated in the College records to return to work and he/she shall be allowed ten (10) workdays in which to report to work after such notice is sent before any loss of seniority occurs. Employees on layoff shall be recalled to work prior to the College hiring new employees for the job classifications opened by the layoffs. Employees shall be eligible for recall during layoff for a period not to exceed eighteen (18) months. Seniority shall cease upon voluntary termination, discharge for just cause, lapse of the eighteen (18) month period or failure to return to work when recalled within the time period set forth herein.

M. Progressive Discipline

Ocean County College follows a four-step corrective, discipline procedure consisting of:

1. Verbal Warning
2. Written Reprimand
3. Suspension or Wage/Salary Reduction
4. Termination

The application of this policy shall be consistent and in accordance with the specific procedures set forth in Appendix B.

**ARTICLE XVIII**

**Deduction of Dues from Salaries**

A. Employee members may request dues deductions pursuant to New Jersey State Law for the dues of the following organizations: S.S.A.O.C.C. (known as the "Association"), the Ocean County Education Association, the New Jersey Education Association, and the National Education Association. Such authorizations shall continue in effect until formally revoked in writing by the employee and copies thereof delivered to the Association and the Board.

B. Payment of such dues as may be deducted from salaries shall be made payable to the Treasurer of the Association within fifteen (15) days of the end of the month for which dues have been deducted.

**ARTICLE XIX**

**Miscellaneous Provisions**

A. Credit Union: The College shall provide an opportunity for payroll savings deductions in accordance with N.J.S.A. 40:11-26 "Compensation of Persons holding Public Office or Employment: Deductions." All deductions shall be remitted monthly in the name of the employee in accordance with details arranged by the College and the Mon-Oc Public Employees Federal Credit Union.

B. Job Actions: There shall be no strikes, picketing, slow downs, job actions or other concerted refusal by any employee or group of employees or the Association to render full and complete service to the College. A violation of this clause by an employee or group of employees shall be considered grounds for immediate dismissal and if necessary, appropriate legal action by the College. Further, there shall be no lockout by the College. This clause shall remain in full force and effect during the term of this Agreement, notwithstanding any change in the law to the contrary.

C. Printing of The Agreement: During the first week of employment each newly hired employee shall be presented with a copy of the current Agreement

between the College and the Association. Failure to so receive a copy of the Agreement shall not be used as a basis for a grievance against the College or for a claim of ignorance of working conditions. The College shall bear all costs and responsibility for printing a newly ratified Agreement, in acceptable form within 30 days of such ratification. The College shall deliver to the President of the Association sufficient copies of the printed Agreement for Association distribution to all employees represented by the Association.

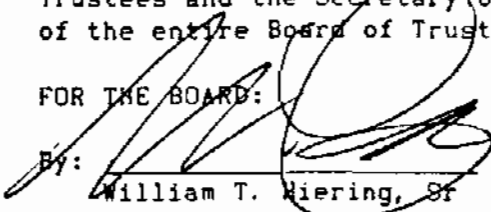
D. Release Time: The Supportive Staff Association President, First Vice President, Second Vice President, Secretary, and Treasurer shall each be provided one (1) hour of paid release time, every other week, to conduct Association business. The scheduling of release time shall be by mutual agreement between each officer and his/her immediate supervisor.

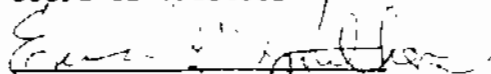


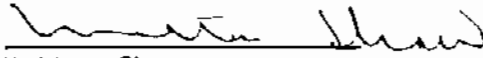
ARTICLE XX  
Agreement Ratification

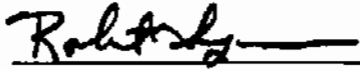
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Chairman of the Board of Trustees and the Secretary of the Board of Trustees, and the President and Secretary of the Association. This Agreement shall initially be executed by the Association after receipt of a certified Resolution of the Association along with an agreement executed by the President and Secretary of the Association, the Chairman of the Board of Trustees and the Secretary of the Board of Trustees, upon proper Resolution of the entire Board of Trustees shall likewise execute said Agreement.

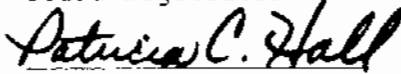
FOR THE BOARD:

By:   
William T. Niering, Sr.  
Chairperson  
Board of Trustees

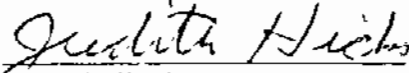
By:   
Eva J. Smithers  
Secretary  
Board of Trustees

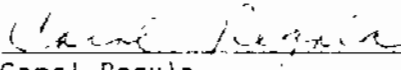
By:   
Milton Shaw  
President


By:   
Robert Seymour  
Board Negotiator

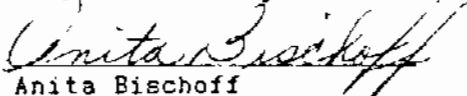
By:   
Patricia Hall  
Board Negotiator

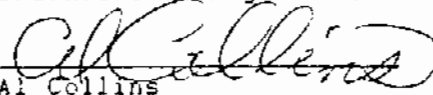
FOR THE ASSOCIATION:

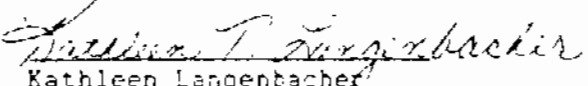
By:   
Judith Hicks  
President  
Supportive Staff Association

By:   
Carol Regula  
S. S. A. O. C. C. Negotiator

By:   
Dawn LeCompte  
S. S. A. O. C. C. Negotiator

By:   
Anita Bischoff  
S. S. A. O. C. C. Negotiator

By:   
Al Collins  
S. S. A. O. C. C. Negotiator

By:   
Kathleen Langenbacher  
S. S. A. O. C. C. Negotiator

6-22-92

date

APPENDIX A

UNIFORM ALLOWANCE

INITIAL ISSUE OF UNIFORMS AT TIME OF EMPLOYMENT

Custodian, Craftworkers, Groundworkers, Security, Mailroom Workers, and HPE Attendants:

5 winter shirts  
5 summer shirts  
5 medium weight pants  
1 pair of steel-toed uniform shoes  
1 pair of sneakers (HPE Attendants only)  
1 jacket (with zip-out lining)

Security Personnel shall also receive:

2 uniform ties  
1 Blazer  
1 hat (summer)  
1 hat (winter)  
1 sweater  
1 raincoat and hat

FOUL WEATHER GEAR:

Craftworkers, Groundworkers, Mailroom Workers, and HPE Attendants shall each be issued:

1 Rain Suit (3 piece)  
1 pair of Overshoes (boots)

Sufficient numbers of foul weather gear, in sizes of small, medium, and large shall be available for use by custodians who are required to work outdoors during inclement weather.

UNIFORM REPLACEMENTS:

A replacement of a worn or unserviceable part of a uniform shall be issued to the employee when the item is turned over to the Assistant Dean of Physical Plant.

OCEAN COUNTY COLLEGE

APPENDIX B  
PROGRESSIVE DISCIPLINE PROCEDURES

A. NOTIFICATION: When an action of an employee appears to be a violation of College Policy/Procedures, the immediate supervisor shall initiate an investigation. The supervisor shall inform the employee, in writing, of the apparent violations and provide opportunity for the employee to respond. The employee may have a Supportive Staff Association representative present, if he/she chooses.

B. INVESTIGATION: The supervisor should conduct an appropriate investigation to learn exactly what happened, keeping notes as to precisely what was said by each person questioned during the investigation. The following kinds of information should be collected:

1. What happened?
2. Who was involved?
3. When did it happen? (Times, dates)
4. Where did it happen?
5. Why did it happen?
6. Is this action habitual or is it an isolated incident?
7. What is the employee's past overall record?
8. Are there any mitigating circumstances?
9. Is the incident governed in any manner by a current Board policy or procedure? If yes, was the employee aware of the policy/procedure which has been allegedly violated?
10. Was the incident a malicious act, the result of negligence, accidental, or a performance error?
11. How serious is the alleged violation?
12. How were similar violations handled in the past?
13. What is the employee's reaction to the investigation?

C. DECISIONS AND RECOMMENDATIONS: Each case shall be considered individually, based on the facts and circumstances involved. In the event the investigation does not support the allegation, the supervisor shall inform the employee, in writing, of this finding. Should the investigation support the allegation of a violation, disciplinary action shall be taken. The burden of justifying a disciplinary recommendation rests with the administration. If disciplinary action is to be effective, the supervisor shall:

1. Consider the employee's length of service and past conduct record,
2. Be consistent and even-handed,
3. Overlook no offense(s),
4. Emphasize correction of the problem, rather than punishment of the individual,

5. Insure that the employee has the opportunity to maintain his/her self-respect,
6. Increase disciplinary recommendations progressively, if the problem persists, and
7. Recognize changes in behavior which result in the employee becoming more effective.

**D. PROGRESSIVE DISCIPLINE STEPS:**

1. **Verbal Warning:** When the employee is to be given a verbal warning, the supervisor shall confer with the employee, present the facts, and allow the employee to respond to them. The employee is entitled to representation at this meeting. Every verbal warning should include a notice to the employee that continued violations will result in further disciplinary action. Following the issuance of a verbal warning, the supervisor shall document the nature of the violation(s) including time, date, and location of both the offense and the disciplinary conference, by way of memorandum to the employee. This documentation is to be retained by the supervisor (confidentially) and the employee for future reference. No documentation is to be sent to the Personnel Department.

2. **Written Reprimand:** The employee may be given a written reprimand for a second offense or if the seriousness of the violation warrants more than a verbal warning. The written reprimand shall clearly state that violation of College policy/procedure cannot be allowed to continue and shall state the material facts of the case, nature of the offense, date, time, and location of the violation and a record of conference(s) held. Documentation of prior verbal warning(s) shall be attached to the written reprimand. The employee shall be provided an original copy of the written reprimand and all attachments. A copy of the written reprimand and all attachments shall be transmitted confidentially to the area Dean and to the Dean of Personnel for inclusion in the employee's personnel file.

3. **DISCIPLINARY SUSPENSION or WAGE/SALARY REDUCTION:** The employee may be given a suspension for a third violation that occurs within a period of twelve months from the date of the most recent written reprimand or if the seriousness of the violation warrants more than a written reprimand. A suspension may be for no less than three working days and no more than ten working days, depending on the seriousness of the violation. The supervisor shall write a recommendation for suspension which includes a history of all past violations and a history of the supervisory efforts to correct the problem. A detailed documentation of the facts related to the violation shall be attached. Copies of the recommendation for suspension shall be confidentially transmitted to the employee, the area Dean, the Dean of Personnel, and the President. The President shall decide if the recommendation for suspension shall be transmitted to the Board of Trustees for consideration. At the discretion of the President, a recommendation to reduce the wage/salary of the employee for a period not to exceed one year may be advanced to the Board of Trustees.

4. TERMINATION: In the event efforts at corrective discipline fail, the final disciplinary action shall be termination from employment. When a supervisor believes termination is appropriate, he/she shall confer with the area Dean and the Dean of Personnel. Complete documentation of the case shall be prepared by the supervisor. A conference with the employee and all appropriate individuals shall be initiated by the Dean of Personnel to present the facts of the case and the Recommendation for Termination. The employee shall be provided the opportunity to respond and shall be provided such other due process opportunities as may be appropriate.

E. ACCELERATED CORRECTIVE DISCIPLINE: Depending on the gravity of the offense, the disciplinary process may be accelerated to any advanced step. The cumulative effect of many kinds of disciplinary problems may justify accelerated discipline.

SUPPORTIVE STAFF ASSOCIATION

APPENDIX C

WAGE/SALARY RANGES

<u>Level</u>	<u>Minimum</u>		<u>Maximum</u>
<u>Grade I. Clerical</u>	14,851		30,984
	8.10	per hour	16.89
<u>Grade II. Clerical</u>	13,790		28,082
	7.52	per hour	15.31
<u>Grade III. Clerical</u>	12,730		26,548
	6.94	per hour	14.48
<u>Craftworker I.</u>	17,503		38,159
	8.35	per hour	18.21
<u>Craftworker II.</u>	15,912		25,530
	7.59	per hour	12.18
<u>Groundworker I.</u>	14,851		22,429
	7.09	per hour	10.70
<u>Groundworker II.</u>	13,790		21,645
	6.58	per hour	10.33
<u>Custodian I.</u>	14,851		22,429
	7.09	per hour	10.70
<u>Custodian II.</u>	13,790		21,645
	6.58	per hour	10.33
<u>H.P.E. Attendants I.</u>	14,851		22,429
	7.09	per hour	10.70
<u>H.P.E. Attendants II.</u>	13,790		21,645
	6.58	per hour	10.33
<u>Shift Sergeant</u>	15,375		22,951
	7.34	per hour	10.95
<u>Security Guard I.</u>	14,851		22,429
	7.09	per hour	10.70
<u>Security Guard II.</u>	13,790		21,645
	6.58	per hour	10.33