

A G R E E M E N T

BETWEEN

TRANSPORT WORKERS UNION OF AMERICA,  
AFL/CIO, LOCAL 225

(CUSTODIANS, CRAFTSMEN AND GROUNDSMEN)

AND

BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE  
TOMS RIVER, NEW JERSEY

FOR

FISCAL YEAR COMMENCING JULY 1, 1977  
THROUGH FISCAL YEAR ENDING JUNE 30, 1979

NOTE:

The following Articles/paragraphs/schedules have been added to  
this document, defining those particular and differing terms for  
SECURITY GUARDS:

Page 7-A, Work Schedule, Article VI A/2 and B/2

Exhibit A, Clothing Allowance

Salary Schedules B and B 1

THIS AGREEMENT entered into this        day of        ,  
1977 by and between the BOARD OF TRUSTEES of OCEAN COUNTY  
COLLEGE, Toms River, New Jersey, hereinafter called "College"  
and the TRANSPORT WORKERS UNION OF AMERICA, AFL/CIO, LOCAL  
225, hereinafter called the "Union."

W I T N E S S E T H:

#### ARTICLE I

#### RECOGNITION

In accordance with the provisions of the New Jersey Em-  
ployment Relations Act, the College hereby recognizes the  
Transport Workers Union of America, AFL/CIO, Local 225, as  
the sole and exclusive representative for collective negotia-  
tion concerning the terms and conditions of employment for  
the following unit certified by the New Jersey Public Employ-  
ment Relations Commission.

Unit: All employees of the College employed in the  
Craftsmen, Groundsmen and Custodial Departments in accordance  
with the certification of representation filed with the  
Public Employment Relations Commission dated November 27,  
1973 and January 17, 1974.

#### ARTICLE II

#### NEGOTIATIONS PROCEDURE

Negotiations for a successor agreement to this Agreement  
shall be entered into pursuant to Chapter 123 of the Public  
Laws of the State of New Jersey as amended. On or before  
October 1, 1978, which is 120 days prior to the budget

submission date of the College, the Union shall present its entire written proposals to the College. Thereafter, the College and the Union shall negotiate in accordance with the time schedule provided in Chapter 123. Negotiation sessions shall not be convened during a period that will require an employee to be absent from his work station unless agreed to in writing by the College.

ARTICLE III  
GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been a misinterpretation or misapplication of the terms of this Agreement which misinterpretation or misapplication directly affects said grievant.

B. Level 1. Within ten (10) workdays after the grievant knew or should have known of the events or conditions on which the grievance is based, a grievance will be submitted in writing to the supervisor who is the ~~Superintendent of Buildings and Grounds~~ <sup>Director of Physical Plant</sup> or the ~~Superintendent's~~ <sup>Director's</sup> designated representative, by the grievant through a Union representative. A copy of the grievance must also be submitted to the Union 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 Union.

C. Level 2. Within ten (10) workdays from the receipt of the supervisor's reply, the Union may submit the

grievance in writing to the Director of Personnel and/or the Director's representative, who shall meet with such representatives as designated by the Union within ten (10) workdays after the receipt of the grievance to discuss the matter. The Director of Personnel or the Director's representative shall send the decision in writing to the Union within ten (10) workdays after the grievance meeting.

D. Level 3. Within ten (10) workdays after receipt of the decision, if the grievance is still unresolved, the matter may then be submitted to the Director of Personnel by the Union for review by the President of the College or the President's representative. The President or the President's representative shall conduct an investigation and within thirty (30) workdays from the time of the submission of the grievance to the Director of Personnel at Level 3 of this procedure. The President or representative shall give the decision within fifteen (15) workdays after completion of his investigation.

E. Within twenty (20) workdays after receipt of the President's reply, any grievance processed under this Article through the above Levels which cannot be resolved satisfactorily after going through the foregoing procedures may be submitted by either the Union or the College in writing to the American Arbitration Association.

The arbitrator so selected shall confer with representatives of the College and Union and hold hearings promptly and shall issue its decision not later than thirty (30) days

from the date of the submission of briefs or if oral hearings have been waived, then from the date of final statements and proofs on the issue submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commitment 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 College and Union and shall be final and binding only as to the specific and explicit terms of this Agreement and the arbitrator shall have no jurisdiction over matters not specifically provided for in this Agreement.

If during any step of grievance procedure it is mutually agreed by both parties in writing that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits, and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.

If any employee is brought up on charges, no suspension or discharge will be put into effect without a meeting between the Director of Personnel and/or his/her representative and two (2) appropriate representatives of the Union. This provision does not apply to situations requiring immediate action because of the nature of the offense.

The costs for the services of the arbitrator, including

the per diem expenses if any, and the actual necessary travel and subsistence expenses, shall be borne equally by the Union and the College. Any other expenses incurred shall be borne by the party or parties incurring same.

F. An employee shall be given time off without loss of pay when required to attend grievance procedures during the employee's regular work hours. The College and the Union shall mutually agree to the time and place of said proceedings. The Union grievance committee consisting of two people may also attend each of said proceedings without loss of pay.

#### ARTICLE IV

##### VACATIONS

###### A. Vacation Schedule:

1. Vacation leave shall be scheduled in consonance with the work schedule of the department and shall be subject to the approval of the employee's supervisor. Choice of vacation period shall be picked by employees in seniority order.

2. Vacation leave shall be earned according to employment service at the following rates:

1st through 4th year - 5/6 days per month; or a total of 10 days per year

5th through 9th year - 1 1/4 days per month; or a total of 15 days per year

10th year and over - 1 2/3 days per month; or a total of 20 days per year

3. Vacation leave may not be taken in advance of being earned.

4. Vacation leave must be taken within one calendar year of the year in which it was earned.

5. Permanent, part-time employees who regularly work at least one-half (1/2) of a full-time schedule shall earn proportionate vacation leave in accordance with the above accrual rate. Any employee not working one-half (1/2) of a full-time schedule shall not receive any vacation leave.

6. If a holiday falls during the vacation period, the holiday does not count as a day of vacation. If an employee terminates his/her employment after more than one year of service, the employee is entitled to payment for earned but unused vacation within the limitations prescribed in this and related sections.

#### ARTICLE V

#### HOLIDAYS

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

1. New Year's Day.
2. Good Friday.
3. Monday after Easter.
4. Memorial Day.
5. July 4.
6. Labor Day.
7. Thanksgiving.
8. Friday after Thanksgiving.
9. Christmas.
10. Day before or after Christmas.

B. Three (3) additional holidays shall be granted by the College at a time to be set, which days will be within the College's total discretion.

C. In the event a holiday established above by Paragraph A of this Agreement falls on a day during which it is deemed necessary by the College administration to continue a support service, a percentage of employees may be scheduled to work on a time and one-half basis. Those holidays described in Paragraph B above will be paid on a straight-time basis. An alternative compensatory day off will be scheduled for employees working on such holidays.

D. A permanent, part-time employee shall receive pay for a holiday which falls on a normally scheduled workday for that employee. If a holiday falls on a day when he/she is normally not scheduled to work, the part-time employee will not receive payment for the holiday.

#### ARTICLE VI

#### WORK SCHEDULE

A. The normal work period for regular, full-time employees of this unit 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.

B. Regular, full-time employees working night shifts (any shift which extends beyond 6 p.m.) will 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.



A/2. The normal work period for regular, full-time employees of this unit 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 ( $\frac{1}{2}$ ) 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.

B/2. Any worker who shall work either the 5 p.m. to 1 a.m. shift or the 1 a.m. to 9 a.m. shift shall receive in addition to his normal salary an additional fifteen (15) cents per hour above his normal salary.

Meal periods shall be given to each of said employees which during each 7 1/2 hour work period, shall be 1/2 hour in length. The College shall pay for said meal period which shall be part of the normal 7 1/2 hour work schedule.

C. Overtime is defined as any authorized work time spent at regular or related duties either before or after regular work hours. All overtime will be rounded to the nearest half hour at the end of each pay period. This 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 up to and ~~in~~ including forty (40) hours, compensation will be paid at the regular hourly rate. Any full-time employees required to work on his/her regular days off will be paid at the rate of one and one-half (1 1/2) times his/her base hourly rate and be guaranteed a minimum of four (4) hours of work. In the event the employee and immediate supervisor mutually agree, compensatory time may be allowed in lieu of salary.

1. 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 Director of Physical Plant or the Director's designated representative.

2. 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 Director of Physical Plant or the Director's designated representative.

D. 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, will be paid their regular rate of pay for work performed on that day - but 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.

#### ARTICLE VII

#### SICK LEAVE

A. Sick leave for a regularly appointed, full-time employee shall accrue as earned at the rate of one day per month during the first year of employment. For the second and subsequent years of employment, the full complement of sick days for that year which shall be thirteen (13) days per year shall be credited and available at the beginning of the fiscal year. Additionally, sick days shall be cumulative. In the event the Legislature and Governor mandate that the College pay a portion of unused sick leave to employees upon termination of employment, the College agrees to insert said provisions in this Agreement and the date of effectiveness of such provisions will be guided by the effective date of the statute.

B. Employees with part-time appointments are entitled to accrue sick leave allowance at the rate which their work schedule is proportionate to a full-time schedule. The method of accrual and of vesting of sick days described above does not apply to employees who are not regular, full-time employees. Part-time employees shall receive sick days on an accrual basis of one day per month and part-time employees shall not have vested the entire complement of sick days for a given year at the beginning of the year. When an employee's status changes from part-time to full-time or from full-time to part-time, the method of accruing sick leave shall change accordingly. Sick leave credit shall be carried forward at the proportionate rate to which it was earned.

C. Sick leave is not earned during periods of leaves of absence without pay of one month or longer. There shall be no settlement of sick leave credit at the time of termination of employment, sick leave being only available to persons for health reasons.

D. An employee who expects that his 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 arranging for prepayment of premiums to the College in accordance with New Jersey Statutes.

E. Newly hired employees may not be granted sick leave during the first three (3) months of their employment

but sick leave accrued during this period will be credited to their account upon completion of three (3) months of satisfactory service.

F. Disability Plan. The College agrees to provide a plan that where an employee exhausts his/her sick leave and where the period of disability totals thirty-one (31) workdays or more, the employee shall be provided a Disability Insurance Plan on the basis set forth hereinafter. In the event an employee has less than thirty-one (31) accumulated sick days, the employee shall first exhaust that accumulated sick leave and thereafter on the 31st day of his/her absence from work as a result of illness or injury, the College shall provide a Disability Insurance Plan more specifically set forth hereinafter. This Disability Plan shall be noncontributory upon the employee and the College shall be responsible for the full expense of same. In the event the College desires to change the Plan set forth hereinafter, said Plan shall provide no less benefits than provided in this Agreement. Said disability payments shall cease on the date of the first of the following events.

1. The employee returns to the regular duties.
2. The employee leaves the employment of the College.
3. When payments to employees under this Plan have been received for a maximum period of 52 weeks.

Payments under this Plan shall be reduced to the extent

that the employee who receives Workers Compensation or Social Security payments or other mandatory Disability Program benefits.

The amounts to be received by the employees shall be at the salary rate in effect at the inception of the disability and on the following basis:

<u>Service</u>	<u>Remuneration</u>
First Service Year	15% of Salary
Two Service Years or any part thereof,	25% of Salary
Three Service Years or any part thereof,	30% of Salary
Four Service Years or any part thereof,	40% of Salary
Five or more Service Years,	50% of Salary

G. In the event the State of New Jersey adopts a mandatory disability plan requiring the participation in such plan by the employees in this unit, in consideration of additional salary and benefits contained in this Agreement, the employees of this unit agree that they shall not be entitled to any benefits contained in the disability plan <sup>devised</sup> ~~disabled~~ in Article VII, F, herein, and such disability plan shall terminate and become null and void.

#### ARTICLE VIII

##### ADDITIONAL LEAVES OR ABSENCE WITH PAY

A. Military Leave. Two (2) weeks training camp. Members of the Reserve or Guard are allowed two (2) weeks of paid leave annually to attend this training. This is in addition to other leave.

4/11  
B. Bereavement Leave. In the case of a death in the employee's immediate family (spouse, children, parents, parents-in-law, brother, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-law, grandchildren and grandparents), 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 the 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 normal salary for that period by surrendering his endorsed Court jury check to the Payroll Department.

D. Personal Leave. Leaves up to three (3) days per year shall be permitted for matters which cannot be cared for in full-time employee's free time. Requests for personal leave, other than for serious illness of a member of the employee's household, shall be made at least twenty-four (24) hours in advance of such anticipated absence. Requests are to be made directly to the supervisor in writing setting forth the reasons for such leave. Unused personal leave shall terminate at the end of each fiscal year.

#### ARTICLE IX

##### LEAVES OF ABSENCE WITHOUT PAY

A. Regulation and definition.

1. Leaves of absence without pay may be granted a regular, nonprobationary employee for the following reasons -

medical disability, military, child care. Personal leaves of absence may be granted at the absolute discretion of the College. An employee returning from a leave of absence 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.

2. A leave of absence not to exceed thirty (30) calendar days requires the approval of the President of the College. Leaves of absence in excess of thirty (30) calendar days require the final approval of the Board of Trustees of the College.

3. Eligibility and duration.

<u>Eligibility</u>	<u>Maximum duration of Initial Leave</u>	<u>Maximum duration Including Extensio</u>
<u>Medical</u> Unable to work because of personal illness or injury and sick time and vacation leave time are exhausted	6 months	2 years
<u>Child Care</u> Following birth of a female employee's child or following adoption of a child under age 6	3 months	1 year

4. Vacation Leave. Accrued vacation leave time must be used prior to medical, child care and personal leaves. The staff member will be paid in lieu of accrued vacation leave time at the beginning of military leaves. No vacation leave time will be accrued during a leave of absence without pay.

5. Pension plan, health insurance and group life insurance. When an employee is granted a leave of ab-



sence, 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 their benefits shall be in conformity with New Jersey Statutes and shall have been made with the Business Office prior to the leave of absence.

6. Outside employment. Employment elsewhere while on leave of absence will be cause for termination unless specifically approved in writing as related to the staff member's responsibility to the College.

7. Exceeding a leave. Failure to report for work at the conclusion of a leave of absence or granted extension will be considered a resignation without notice.

8. Medical examination. The College, in its discretion, may require without cost to the staff member that a physician/physicians of its choosing examine the staff member before returning the member to active employment. The staff member returning from a medical leave of absence must provide a statement from the member's physician releasing the member to return to work.

9. Return prior to expiration. A return to work prior to expiration of the leave of absence may be granted within the absolute discretion of the College.

B. Procedure. Requests for leave of absence will be made and processed in accordance with official College policy and procedures on the subject.

## ARTICLE X

### SENIORITY

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 at a minimum two (2) weeks notice of layoff to any regular, full-time employee to be affected. In the event of a layoff, the least senior member in the affected job unit 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.

## ARTICLE XI

### EMPLOYEE OPENINGS

If an opening occurs in a particular employee's job

classification, an employee of identical job classification shall have the right to request from the Director of Physical Plant to a transfer to said opening. Said Director will have the absolute discretion to approve or reject such request. In making a decision, the Director shall consider all relevant factors including seniority.

ARTICLE XII

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 XIII

HEALTH INSURANCE

The College shall provide health insurance for employees and eligible dependents at no cost to said employee. This coverage shall include hospital benefits under the New Jersey Blue Cross Medical, Surgical Benefits, under the New Jersey Blue Shield, (Rider J) Extended Out-Patient coverage and Major Medical Benefits under the Prudential Insurance Company. In the event the College, in its discretion, shall determine to change any of the above carriers, said College may do so provided that the substitute benefits provided to the employee shall not be less than that which is provided in the programs specifically set forth herein. The above described benefits shall be limited to full-time employees as defined in New Jersey State Health Benefits Program for Public Employees.

#### ARTICLE XIV

##### MANAGEMENT PREROGATIVE

Any rights or privileges not expressly given to the employees, or the Union in this Agreement are expressly reserved by the College as a management prerogative and said College may exercise said prerogative within its absolute discretion.

#### ARTICLE XV

##### JOB ACTIONS

There shall be no strikes, picketings, slow downs, job actions or other concerted refusal by any employee or group of employees or the Union 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.

#### ARTICLE XVI

##### CLOTHING ALLOWANCE

A. All employees are to receive uniforms in accordance with the schedule attached hereto and made a part hereof and designated as Exhibit "A".

B. Employees in receipt of uniforms described more specifically in Exhibit A attached hereto shall provide reasonable maintenance of said uniform items to include washing or cleaning as appropriate, pressing, mending, etc.

Uniforms will be worn on duty at all times and shall be properly cleaned and maintained while worn.

C. Work clothes and uniforms, as listed in Exhibit A of this Agreement, shall be issued annually in the month of July, to those employees who are in their second or later year of employment at the College. The July issue of work clothes and uniforms to employees who are in their first year of employment at the College, shall be as determined by the College with consideration of elapsed time from date of original issue, seasonal clothing requirements and the composition of original issue.

#### ARTICLE XVII

##### BULLETIN BOARDS AND MEETING FACILITIES

The College will supply reasonable access to two (2) bulletin boards for the posting of Union notices. Prior to posting, a copy of said notice shall be furnished to the *Director of Physical Plant* ~~Superintendent of Buildings and Grounds~~. Notices shall pertain and be limited to the announcing of meetings and other legitimate Union business. Bulletin boards shall not be used for improper or inappropriate statements.

Representatives of the Union shall be permitted to transact official Union business on College property at such times and places to be determined in accordance with prevailing College policy, procedure and regulation. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal College operations. The request for scheduling all meetings shall be made through the appropriate College scheduling office.

## ARTICLE XVIII

### SALARIES

A. Attached hereto as part of this Agreement as Schedule B is a schedule for the salaries of members of the bargaining unit for the fiscal year commencing July 1, 1977 through June 30, 1978 and attached as Schedule B1 is a schedule for the salaries of members of the bargaining unit for the fiscal year commencing July 1, 1978 through June 30, 1979. In addition to such salary schedule, the following additional pay rate shall apply:

Black Seal License - \$215 per year. Lead person responsibilities as defined by the College - \$425 per year.

## ARTICLE XIX

### DEDUCTION OF UNION DUES FROM SALARIES

A. Employee members may request dues deductions pursuant to New Jersey State Law for the dues of the following organizations: Transport Workers Union of America, Local 225 known as the Union. Such authorization shall continue in effect until formally revoked in writing by the employee and copies thereof delivered to the Union and the College.

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

## ARTICLE XX

### PART-TIME EMPLOYEES

Only such regular part-time employees who shall work more than twenty (20) hours per week for six (6) consecutive

months shall be included in this bargaining unit and receive such benefits as designated by the College for part-time employees on a pro rata basis.

#### ARTICLE XXI

#### MISCELLANEOUS

A. Rest Breaks. It is customary for each department to schedule 2 rest breaks not to exceed 10 to 15 minutes for regular full-time employees during each full work day, one in the first half of the work period and the other in the second half of the work period. However, regular full-time employees working night shift as defined in Article VI-B of this contract shall be scheduled and receive only one such rest break during their full work shift. Said rest break is to be taken during the first half of said work period. Administration of the rest break is the responsibility of the supervisor who will determine whether such breaks would hinder efficient operation of the department at certain times. Rest breaks are a privilege rather than a right and any misuse or violation of same may cause their cancellation.

B. Credit Union. The College will 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 Teachers Federal Credit Union.

C. Tuition. Regular full-time employees of the College, as defined herein, shall be permitted free tuition and fees for all regular credit courses offered by the College up to a maximum of (6) credit hours per semester and up to a maximum of four (4) credit hours for summer session courses, providing there are unassigned seats available in the courses. Employee's dependents which are defined as "spouse and dependent children," as specified by the Internal Revenue Service of the Federal Government may be granted free tuition and fees for regular credit courses offered by Ocean County College, providing there are unassigned seats available in the courses. In the case of a matriculated employee or dependent there will be exemption from the "seats available" restriction. Employees and dependents who are not matriculated will have a definite enrollment schedule/date. A maximum of sixty (60) credit hours or the required course load for two (2) full-time students may be taken by an employee's dependent in any one academic year. The above benefits pertaining to free tuition and fees shall be limited to those regular full-time employees who have satisfactorily completed their probationary period of three (3) months of employment. Partial tuition waivers may be granted on a prorata basis for employees who become eligible after the start of the term and for those who terminate active employment prior to the end of the term.

#### ARTICLE XXII

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

#### ARTICLE XXIII

#### PAY PERIODS

Employees are paid bi-weekly and checks will be issued every other Friday. 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~~<sup>s</sup> 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 Personnel Office at least two (2) weeks before the vacation. Employees who resign or who are discharged will 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 will be issued on the previous day.

ARTICLE XXIV

AGENCY SHOP

In the event that agency shops for public employees become permissible under law during the term of this contract, the Union shall have the right to reopen negotiations with the College concerning this issue. The reopening of negotiations shall not mean that the College shall be obliged to accept agency shop, but only is required to negotiate same.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be binding and in effect upon the day this Agreement is fully executed except that the salary increases represented herein shall become effective July 1, 1977. All provisions of this Agreement shall remain in full force and effect until midnight, June 30, 1979.

IN WITNESS WHEREOF, the parties have hereunto caused the 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 Union. The Agreement shall initially be executed by the Union after the Union has adopted said Agreement by resolution of its membership. Said executed Agreement and certified Resolution shall be forwarded to the President of the College for a resolution of the Board of Trustees and execution of this Agreement by the Chairman and Secretary of the Board of Trustees.

OCEAN COUNTY COLLEGE  
BOARD OF TRUSTEES

*Aileen R. Peir*  
Secretary

By *W. Kable Russell*  
W. KABLE RUSSELL, Chairman

DATED:

TRANSPORT WORKERS UNION OF AMERICA  
AFL/CIO, LOCAL 225

Anthony R. Egan  
Secretary

BY George Fitz  
President

DATED:

EXHIBIT A

CLOTHING ALLOWANCE

Custodian, Craftsmen and Groundsmen

Initial Issue at time of employment:	2 winter shirts 3 summer shirts 3 medium weight pants
Each year of employ- ment thereafter:	2 winter shirts 3 summer shirts 2 medium weight pants
Female Custodians	\$55.00 uniform allowance for each year covered in this Agreement (1977-1979)
Foul Weather Gear	(Rain Coat) (Rain Hat) Pooled (Overshoes)

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7/1

EXHIBIT A

CLOTHING ALLOWANCE

Security Guards

Initial Issue at time of employment:	2 winter shirts 3 summer shirts 3 medium weight pants 2 ties 1 hat 1 overcoat
Each year of employ- ment thereafter:	2 winter shirts 3 summer shirts 2 medium weight pants 2 ties Hat and overcoat as needed
Foul Weather Gear	(Rain Coat) - Pooled (Rain Hat) - Pooled (Overshoes) - Pooled

OCEAN COUNTY COLLEGE  
SALARY SCHEDULE 1977-78

<u>SECURITY GUARD</u>	
6300	6500
3.02	3.11
6701	6938
3.21	3.32
7182	7433
3.44	3.56
7710	7986
3.69	3.82
8260	8536
3.96	4.09
9084	
4.35	

NOTES:

1. Employees salaries for FY 1977-78 shall be increased by \$600 above their respective salaries for FY 1976-77. The College may withhold, for ineffectiveness or other good cause, the salary adjustment of any employee. Notice of intention to so withhold an adjustment shall be given in writing to the affected employee, with reasons therefore. The employee may appeal such action through the grievance procedure provided under this contract.
2. Annual stipend of \$215 for appropriate Boiler/Fireman License used by the College.

SALARY SCHEDULE 1977-78

<u>CRAFTSWORKER II</u>										
8455	8739	9062	9419	9814	10160	10569	11010	11387	11798	12205
<u>CRAFTSWORKER I</u>										
8110	8415	8728	9065	9413	9771	10160	10525	10940	11330	11718
<u>GROUNDWORKER</u>										
<u>INST. REPAIRWORKER II</u>										
7290	7605	7890	8175	8481	8795	9141	9486	9833	10178	10524
<u>GROUNDWORKER</u>										
<u>INST. REPAIRWORKER I</u>										
7000	7360	7604	7879	8170	8469	8799	9127	9457	9786	10116
<u>SR. BLDG. MAINT. WKR./CUSTODIAN</u>										
<u>GYM ATTENDANT</u>										
6735	7085	7335	7598	7875	8160	8469	8778	9087	9396	9704
3.23	3.39	3.51	3.64	3.77	3.91	4.06	4.20	4.35	4.50	4.65

NOTES:

1. Employees salaries for FY-1977-78 shall be increased by \$625 in the Craftsworker category and \$600 in the Groundsworker and Custodian categories above their respective salaries for FY-1976-77. The College may withhold, for ineffectiveness or other good cause, the salary adjustment of any employee. Notice of intention to so withhold an adjustment shall be given in writing to the affected employee, with reasons therefore. The employee may appeal such action through the grievance procedure provided under this contract.
2. Annual stipend of \$215 for appropriate Boiler/Fireman License used by the College.
3. Annual stipend of \$425 for assigned Leadperson responsibilities.

SALARY SCHEDULE 1978-79

<u>CRAFTSWORKER II</u>											
8750	9060	9364	9687	10044	10439	10785	11194	11635	12012	12423	12830
<u>CRAFTSWORKER I</u>											
8430	8735	9040	9353	9690	10038	10396	10785	11150	11565	11955	12343
<u>GROUNDWORKER INST. REPAIRWORKER II</u>											
7575	7890	8205	8490	8775	9081	9395	9741	10086	10433	10778	11124
<u>GROUNDWORKER INST. REPAIRWORKER I</u>											
7240	7600	7960	8204	8479	8770	9069	9399	9727	10057	10386	10716
<u>SR. BLDG. MAINT. MKR./CUSTODIAN GVM ATTENDANT</u>											
6985	7335	7685	7935	8198	8475	8760	9069	9378	9687	9996	10304
3.34	3.51	3.68	3.80	3.93	4.06	4.20	4.34	4.49	4.64	4.79	4.93

NOTES:

1. Employees salaries for FY 1978-79 shall be increased by \$625 in the Craftsworker category and \$600 in the Groundworker and Custodian categories above their respective salaries for FY 1977-78. The College may withhold, for ineffectiveness or other good cause, the salary adjustment of any employee. Notice of intention to so withhold an adjustment shall be given in writing to the affected employee, with reasons therefore. The employee may appeal such action through the grievance procedure provided under this contract.
2. Annual stipend of \$215 for appropriate Boiler/Fireman License used by the College.
3. Annual stipend of \$425 for assigned Leadperson responsibilities.



OCEAN COUNTY COLLEGE

SALARY SCHEDULE 1978-79

SECURITY GUARD

6700	6900	7100	7301	7538	7782	8033	8310	8586	8860	9136	9684
3.21	3.30	3.40	3.50	3.61	3.73	3.85	3.98	4.11	4.24	4.38	4.64

NOTES:

1. Employees salaries for FY 1978-79 shall be increased by \$600 above their respective salaries for FY 1977-78. The College may withhold, for ineffectiveness or other good cause, the salary adjustment of any employee. Notice of intention to so withhold an adjustment shall be given in writing to the affected employee, with reasons therefore. The employee may appeal such action through the grievance procedure provided under this contract.
2. Annual stipend of \$215 for appropriate Boiler/Fireman License used by the College.