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AGREEMENT BETWEEN

THE SUPPORTIVE STAFF ASSOCIATION  
OF OCEAN COUNTY COLLEGE  
(FOR CUSTODIANS, CRAFTSWORKERS, GROUNDWORKERS  
AND SECURITY GUARDS)

AND

Institute of Management  
Labor Relations  
AUG 1 1985  
RUTGERS UNIVERSITY

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

FOR

FISCAL YEAR COMMENCING JULY 1, 1985  
THROUGH FISCAL YEAR ENDING JUNE 30, 1989

NOTE:

The following pages provide those particular Articles/ paragraphs/schedules of differing terms for SECURITY GUARDS.

Page No.

- 8, Article VI, A and B
- 9, Article VI, E
- Exhibit Aa, Clothing Allowance

	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Article I	Recognition	1
Article II	Negotiations Procedure	1
Article III	Grievance Procedure	2-4
Article IV	vacations	4
Article V	Holidays	5
Article VI	work Schedule	
	A. Work Week	5,8
	B. Night Shift	6,8
	C. Overtime and Compensatory Time	6-9
	D. Sunday Work	7,9
	E. Natural Emergencies	7,9
Article VII	Sick Leave	
	A. Rate of Accrual	10
	B. Part-Time Employees	10
	C. Sick Leave Abuse	10
	D. Exhaustion of Sick Leave	10
	E. Probationary Period	11
	F. Disability Plan	11-12
Article VIII	Additional Leaves of Absence with Pay	
	A. Military	12
	B. Bereavement	12
	C. Jury	12
	D. Personal	12
Article IX	Leaves of Absence without Pay	
	A. Regulation and Definition	13-14
	B. Procedure	14
Article X	Seniority	15
Article XI	Employee Openings	15-16
Article XII	Retirement Benefits	16
Article XIII	Health Insurance	
	A. Health/Hospital	16
	B. Major Medical Deductible Reimbursement	16-17
	C. Dental	17
	D. Health/Dental Cap	17

	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Article XIV	Management Prerogative	17
Article XV	Job Actions	18
Article XVI	Clothing Allowance	18
Article XVII	Bulletin Boards and Meeting Facilities	18-19
Article XVIII	Salaries	
	A. Salary	19
	B. Stipends	19
	C. Merit Increases	19
Article XIX	Deduction of Dues From Salaries	20
Article XX	Part-Time Employees	20
Article XXI	Miscellaneous	
	A. Rest Breaks	20
	B. Credit Union	21
	C. Tuition	21
Article XXII	Severance Pay	21
Article XXIII	Pay Periods	22
Article XXIV	Duration of Agreement	23

NEW AND/OR REVISED ITEMS IN CONTRACT

This Agreement	Invalidation	1
Article V	Holidays; A, B	5
Article VI	work Schedule; B	6
Article VI	work Schedule; A	8
Article XIII	health Insurance; B, C, D	16-17
Article XVIII	Salaries; A	19

THIS AGREEMENT entered in this 3rd day of June, 1985 by and between the BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE, Toms River, New Jersey hereinafter called "College" and the SUPPORTIVE STAFF ASSOCIATION OF OCEAN COUNTY COLLEGE, hereinafter called the "Association".

Should any portion of this contract be declared invalid the parties shall renegotiate the entire contract. That in such event, the PERC Mediator shall retain jurisdiction over the impasse.

W I T N E S S E T H:

#### ARTICLE I

#### RECOGNITION

In accordance with the provisions of the New Jersey Employment Relations Act, the College hereby 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.

Unit: Included: All regular custodial, building maintenance, institutional repair and groundworkers including custodians, matrons, craft workers, grounds workers, and security guards employed by Ocean County College.

Excluded: Professional employees, clerical employees, crafts employees, managerial executives, policemen, supervisors within the meaning of the Act, employees represented by other labor organizations and all other employees.

(Per PERC Certification dated November 27, 1973.)

#### 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, 1988, which is approximately 120 days prior to the budget submission date of the College, the Association shall present its entire written proposals to the College. Thereafter, the College and the Association shall negotiate in accordance with the time schedule provided in Chapter 123. Negotiation sessions shall not be convened during a period that shall require an employee to be absent from his/her 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 fifteen (15) workdays after the grievant knew or should have known of the events or conditions on which the grievance 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.

C. Level 2. Within ten (10) workdays from the receipt of the supervisor's reply, the Association 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 Association 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 Association 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 Association for review by the President of the College or the President's representative. The President or the President's representative shall conduct an investigation within thirty (30) workdays from the time of 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 the 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 Association or the College in writing to the American Arbitration Association.

The arbitrator so selected shall confer with representatives of the College and Association and hold hearings promptly and shall issue a 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 Association 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 the 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 shall be put into effect without a meeting between the Director 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.

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 Association 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 Association shall mutually agree to the time and place of said proceedings. The Association grievance committee consisting of two people may also attend each of said proceedings without loss of pay.

G. 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 grievances shall follow the same timetable as established for grievances which may end in Binding Arbitration.

H. 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 Director of Personnel directly and 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.

#### 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:

First through Fourth Year	5/6 days per month, or a total of 10 days per year.
Fifth through Ninth year	1 1/4 days per month, or a total of 15 days per year.
Tenth 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. Memorial Day.
4. July 4.
5. Labor Day.
6. Thanksgiving.
7. Friday after Thanksgiving.
8. Christmas.
9. Day before or after Christmas.
10. Dr. Martin Luther King's Birthday.

B. Four (4) additional holidays shall be granted by the College at a time to be set, which days shall be within the College's total discretion. If at the discretion of the College the Christmas-New Years break is provided and five discretionary holidays are necessary for that purpose, a fifth discretionary holiday will be added for that particular year.

C. 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 double time and one-half (2-1/2 times) the employees' regular rate of pay for all hours worked on such designated holidays.

D. 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 Director of Personnel).

E. A permanent, part-time employee shall receive pay for a holiday which falls on a normally scheduled workday for the employee. 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 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.) 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 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.

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 \$5.00 in 1985-87, \$7.50 for 1987-88, and \$8.50 for 1988-89.

C. Overtime and compensatory time shall be authorized in writing. Overtime is defined as any authorized work time spent at regular or related duties either before or after regular work hours. When overtime worked totals other than one-quarter (1/4) hour fractional, said overtime shall be adjusted upward to the nearest one-quarter (1/4) hour, on a weekly basis. This shall 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 including forty (40) hours, compensation shall be paid at the regular hourly rate. Any full-time 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 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. If compensatory time is allowed in lieu of salary, said compensatory time shall be utilized within a 45 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 45 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 45 day period.

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.

3. Overtime shall be computed to include earned time off. Earned time off shall include (1) Holidays, (2) Vacation Days, (3) Sick Days, (4) Personal Leave Days and (5) Bereavement.

4. 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 - 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.

E. Natural Emergencies:

1. Employees working their normal shift receive straight time payment.
2. Employees required to work beyond their shift receive double time payment for such extra work.
3. 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 2-1/2 times their regular rate of pay for hours worked.
4. If placed on standby, the employee shall be paid a minimum of two (2) hours straight time.
5. In the event a Senior Building Maintenance Worker/Custodian is assigned to remove snow beyond areas around buildings for which Custodians are normally responsible, he/she shall receive 1 1/2 time payment for the actual time engaged in such activity.

## 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. 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.

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 \$5.00 in 1985-87, \$7.50 for 1987-88, and \$8.50 for 1988-89.

B. 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/her normal salary an additional thirty-one (31) cents per hour above his/her normal salary.

C. Overtime and compensatory time shall be authorized in writing. Overtime is defined as any authorized work time spent at regular or related duties either before or after regular work hours. When overtime worked totals other than one-quarter (1/4) hour fractional, said overtime shall be adjusted upward to the nearest one-quarter (1/4) hour, on a weekly basis. This shall 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 including forty (40) hours, compensation shall be paid at the regular hourly rate. Any full-time 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 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. If compensatory time is allowed in lieu of salary, said compensatory time shall be utilized within a 45 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 45 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 45 day period.

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.

3. Overtime shall be computed to include earned time off. Earned time off shall include (1) Holidays, (2) Vacation Days, (3) Sick Days, (4) Personal Leave Days and (5) Bereavement.

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, shall 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.

E. Natural Emergencies:

1. Employees working their normal shift receive straight time payment.
2. Employees required to work beyond their shift receive double time payment for such extra work.
3. 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 2-1/2 times their regular rate of pay for hours worked.
4. If placed on standby, the employee shall be paid a minimum of two (2) hours straight time.

## 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 shall 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. 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. An employee who expects that his/her absence due to illness shall 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 shall be credited to their account upon completion of three (3) months of satisfactory service.

F. 1. Disability Plan. Effective July 1, 1982, the College shall provide, at no expense to the employee, a partial salary disability payment plan for regular, permanent employees of the College who are absent from work due to prolonged illness which extends beyond accumulated sick leave.

2. Partial payment of the employee's base salary in effect at the inception of illness, in accordance with the following service table, shall commence on the fifteenth (15th) day of absence from work, when the following conditions are met:

- a. Must be employed minimum 60 days plus commencing the first of following month.
- b. Accumulated sick leave has been exhausted.
- c. Acceptable medical certification of illness/incapacity has been received.

<u>Service</u>	<u>Remuneration</u>
First Contract Year	25% of contract salary
Two Contract Years, or any part thereof	35% of contract salary
Three Contract Years, or any part thereof	45% of contract salary
Four or more Contract Years	50% of contract salary

3. Partial salary payments under this disability plan shall be reduced to the extent that the employee receives Workmen's Compensation, Social Security payments, temporary disability payments under an employee pension plan, or other mandatory disability program benefits.

4. Partial salary payments under this disability plan shall cease on the date on which the first of the following events occur:

- a. Employee returns to regular duties.
- b. Employee leaves the employment of the College.
- c. Payments under this plan have been received for a maximum period of fifty-two (52) weeks. (No payments are to be made to 10-month employees during the months of July and August.)

5. 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 herein, said plan shall provide no less benefits than provided in this Agreement.

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 described in Article VII, F, herein, and such disability shall terminate and become null and void.

### ARTICLE VIII

#### ADDITIONAL LEAVES OF 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.

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 shall 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 shall be significantly less than the employee's wages. The employee may receive his/her normal salary for that period by surrendering his/her 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 or child care. Personal leaves of absence may be granted at the absolute discretion of the College. An employee returning from a leave of absence shall 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.

Type	Eligibility	Maximum Duration of Initial Leave-----	Maximum Duration Including Extensions
Medical:			
Unable to work because of personal illness or injury and sick leave time and vacation leave time are exhausted.		6 months	2 years
Child Care:			
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 shall be paid in lieu of accrued vacation leave time at the beginning of military leaves. No vacation leave time shall 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 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 Business Office prior to the leave of absence.

6. Outside employment. Employment elsewhere while on leave of absence shall 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 shall 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 shall 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 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

Vacated or newly created positions within the SUPPORTIVE STAFF ASSOCIATION OF OCEAN COUNTY COLLEGE units are to be posted for a period of five (5) workdays.

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 the Department a transfer to said opening. Said Director shall have the absolute discretion to approve or reject such request. In making a decision, the Director shall consider all relevant factors including seniority.

Where interested employees meet the requirements of the position and are equal in qualification to each other, in management's discretion, the senior person shall be probationally selected; during the ninety-day probation period if the person selected is then judged by management as not performing properly, the selectee shall be returned to original position; simultaneous with original probational selection a posting shall be made of no more than 2 alternate probational selectees. If replacement action is necessary

regarding the original selectee, the replacement shall be chosen from the alternates previously designated; the probational selection of alternates shall be in seniority order and under the same conditions of relief and return to original position cited above.

#### 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

A. 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 so do 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.

B. Effective July 1, 1985, for the remainder of the calendar year 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.

Effective January 1, 1986, the provision for payment of the \$100 deductible for the individual employee shall continue as provided for above. In addition, the Board of Trustees shall provide for payment of the deductible for the dependent unit in the same manner as payment is provided for for the single employee. NOTE: ONE MEMBER OF A DEPENDENT UNIT MUST REACH THE \$100 DEDUCTIBLE BEFORE THE UNIT IS COVERED. IF THERE ARE TWO OR MORE MEMBERS OF A DEPENDENT UNIT, THE DEDUCTIBLES FOR EACH MEMBER MAY NOT BE COMBINED TO REACH THE \$100 DEDUCTIBLE.

To effect partial reimbursement for the dependent unit that has not reached the full \$100 deductible, reimbursement will be based upon the highest deductible reached by any single member of the dependent unit at the end of the calendar year. No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

C. The Board will continue to provide full premium coverage for the single 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. Single coverage shall be mandatory for all members of the association, but each member may choose any plan offered by the insurance carrier.

D. Should any health or dental cap now in existence be increased for any unit, the Support Staff shall have their cap's increased to the same dollar per head.

#### ARTICLE XIV

##### MANAGEMENT PREROGATIVE

Any rights or privileges not expressly given to the employees, or the Association 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 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.

## 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 clearing as appropriate, pressing, mending, etc. Uniforms shall be worn on duty at all times and shall be properly cleaned and maintained while worn. A clothing maintenance allowance of \$60 per person per year for maintenance, custodial, and security employees will be paid in increments of \$5 per month of service. First payment to be made 1/1/86, second payment 7/1/86, third payment 1/1/87, fourth payment 7/1/87, fifth payment 1/1/88, sixth payment 7/1/88, seventh payment 1/1/89, and eighth payment 6/30/89.

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 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

Director of Personnel. Notices shall pertain and be limited to the announcing of meetings and other legitimate Association business. Bulletin boards shall not be used for improper or inappropriate statements.

Representatives of the Association shall be permitted to transact official Association 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 Association 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.

The Association shall have the right to use the inter-College mail system. Before using the on-campus mail, the Association will submit a copy of the materials to be distributed to the Director of Personnel or his/her designee for approval.

## ARTICLE XVIII

### SALARIES

A. Salary - All salaries for 1985-86 shall represent an increase of 8% over 1984-85 salaries. For 1986-87 the salaries shall be increased by 8% over 1985-86. The 1986-87 salaries shall be increased for 1987-88 by 7-3/4%. The 1988-89 salaries shall be established at 7-1/4% over the 1987-88 salaries. The above salary increases shall be granted all members of the unit employed prior to May 1 of each fiscal year. The salary increases and benefits negotiated in these agreements are applied only to current employees as of the date of ratification and execution of these agreements. 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.

B. Appropriate Boiler/Fireman License used by the College -- \$215 stipend per year. Special Guard responsibilities -- \$425 stipend per year.

C. Merit Increases - Members of the Association are eligible for merit increases within the absolute discretion of the College pursuant to College policy at the time of decision.

## ARTICLE XIX

### 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: Supportive Staff Association of Ocean County College (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 to the Treasurer of the Association 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 shall 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 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-0c Public Employees 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 six (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 who 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 shall be exemption from the "seats available" restriction. Employees and dependents who are not matriculated shall 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 dependents 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 pro-rata 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 shall 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 employment is terminated by the College prior to completing one full year shall be paid an amount equal to one week's salary. Severance pay shall 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, or (c) who is dismissed for cause.



## ARTICLE XXIII

### PAY PERIODS

Effective July 1, 1983 a one-week pay deferral shall be instituted. Employees are paid bi-weekly and checks shall 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 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 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.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1985. All provisions of this Agreement shall remain in full force and effect until midnight, June 30, 1989.

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 Association. The Agreement shall initially be executed by the Association after the Association 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.

ATTEST:

*Francesca [Signature]*  
Secretary

Dated: 6/24/85

OCEAN COUNTY COLLEGE  
BOARD OF TRUSTEES

By *Richard Jambal*  
Chairman

ATTEST:

*Karen Rydzewski*  
Secretary

Dated: 6-21-85

*[Signature]*  
Treasurer

*Al. Roy Ziegler*  
and Vice-President

SUPPORTIVE STAFF ASSOCIATION  
OF OCEAN COUNTY COLLEGE

By *Harry Morgan*  
President

*Joseph J. [Signature]*  
Chief Negotiator

EXHIBIT A  
CLOTHING ALLOWANCE

Custodians, Craftsmen and Groundsmen

Initial Issue at time of employment:	2 winter shirts 3 summer shirts 3 medium weight pants
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Each year of employment thereafter:	2 winter shirts 3 summer shirts 2 medium weight pants
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Foul weather Gear	(Rain Coat) - Pooled (Rain Hat) - Pooled (Overshoes) - Pooled
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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 employment 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