

Institute of Management
Labor Relations

AUG 1 1985

RUTGERS UNIVERSITY

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN

Supportive Staff Association of Ocean County College
THE SUPPORTIVE STAFF ASSOCIATION
OF OCEAN COUNTY COLLEGE
(CLERICAL/SECRETARIAL STAFF)

AND

Board of Trustees
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE,
TOMS RIVER, NEW JERSEY,

FOR

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

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THIS AGREEMENT, made this 3rd day of June, 1985 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":

W I T N E S S E T H:

Principles of Agreement

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 below.

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

ARTICLE I

Recognition

A. Unit. The Board hereby recognizes the Association as the exclusive and sole representative for collective regular negotiations as defined in Chapter 123, New Jersey Public Laws, 1975, for all regular full-time and part-time secretarial/clerical employees presently employed or hereafter employed by the College, as defined in PERC'S Certification dated April 23, 1973.

B. 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, and reference to female employees shall include male employees.

ARTICLE II

Negotiation of Successor Agreement

A. Policy Changes. 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.

B. Not earlier than September 15, 1988, nor later than October 15, 1988, 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.

C. 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 hereir. 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.

D. 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.

E. 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.

F. 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.

G. 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.

ARTICLE III

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 of 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.

E. 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. Procedure.

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 shall not 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 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.

3. Level 2 - Director 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 Director of Personnel. The Director 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 - 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 3, or if no decision has been rendered within twenty (20) working days after the grievance was delivered to the President of the College, he/she may within five (5) work days after a decision by the President or twenty (20) work days after the grievance was delivered to the President, whichever is sooner, request in writing that the Association submit its grievance to 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, or not the subject of the express 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.

6. Level 4 - 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.

B. Rights of Employees to Representation.

1. Employee and Association. Any aggrieved person may be represented after Level 1 of the Grievance Procedure by himself/herself or at his/her option by a representative selected or approved by the Association.

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. 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.

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. 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. 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 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 IV

Association-College Relationship

A. 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. 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 "Right to Know Law" of this State.

C. 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. 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.

E. The Association shall have the right to use College equipment such as typewriters, ditto and mimeographing machines, calculating 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.

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

G. 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

Work Schedule

A. The normal work week for all present full-time employees of the unit 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.

B. 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 a thirty-five (35) hour work week plus one hour for lunch/dinner.

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

D. 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. All overtime and compensatory time authorization shall be in writing. 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 a half 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. In the event the employee and the 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.

2. 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.

These 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.

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.

ARTICLE VI

Working Conditions

A. Job Description.

1. There shall be on file in the Personnel Office a comprehensive job description of each secretarial/clerical position. Any major change in the assigned duties or responsibilities of any secretarial/clerical position shall be made known to the Association.

2. On the first day of employment each clerical employee shall be given a copy of his/her job description.

B. Agreement. During the first week of employment each newly hired secretarial/clerical 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.

C. 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.

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 of a full-time schedule shall earn proportionate vacation leave in accordance with the above accrual rates.

D. Holiday Schedule.

1. 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

2. 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 Years break is provided and five discretionary holidays are necessary for that purpose, a fifth discretionary holiday will be added for that particular year.

3. 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.

4. 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).

5. A permanent part-time employee receives 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 does not receive payment for the holiday.

E. Snow or Ice Days. If classes are cancelled due to excessively hazardous roads in the area of the College, the

College will notify unit members that they will not be required to report to work, in the normal manner for the notification of the cancellation of classes.

F. The College, at its discretion, may grant reductions in work hours during the summer months as done in prior years without prejudice.

ARTICLE VII

Employment Procedures

A. 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.

B. 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.

C. Resignation.

1. Any employee who is resigning from his/her position shall give two (2) weeks written notice to his/her immediate supervisor.

2. 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.

ARTICLE VIII

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.

B. 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.

ARTICLE IX

Changes in Job Classifications

Promotions. When a vacancy occurs or a new position is created within the bargaining unit, the College shall distribute to major departments and post a notice on the Personnel Bulletin Board for ten (10) working days when possible, but not less than 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 salary scale. 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 Director of Personnel.

ARTICLE X

Evaluation - Merit Increases

A. 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.

B. 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.

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 XI

Employee Facilities and 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.

ARTICLE XII

Sick Leave

A. Sick leave for regularly appointed full-time employees is accrued at the rate of one-half day per pay period for a total of thirteen (13) days per year. Employees on a ten (10) month appointment accrue sick leave at the rate of one day for each month of service. Where 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.

B. The unused portion of sick leave is cumulative with no limit to the number of days that can be accrued.

C. Employees with part-time appointments are entitled to accrued sick leave allowance at the rate which their work schedule is proportionate to a full-time schedule. When an employee's status changes from part- to full-time or full- to part-time, accrued sick leave credit will be carried forward at the proportionate rate at which it was earned.

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

E. 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.

F. Personal Leave. Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in a regular 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, and at its discretion the College may require the employee to set forth the reasons for such leave. Unused personal leave shall terminate at the end of each fiscal year.

ARTICLE XIII

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 this 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, sisters, grandparents, daughters-in-law, sons-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 Payroll Department.

ARTICLE XIV

Disability Plan

A. 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.

B. 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:

- (1) Must be employed minimum 60 days plus commencing the first of the following month.
- (2) Accumulated Sick Leave has been exhausted.
- (3) 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

C. 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.

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

- (1) Employee returns to regular duties.
- (2) Employee leaves the employment of the College.
- (3) Expiration of stated employment period if, prior to inception of illness/incapacity the employee had been formally advised of the College's intention not to re-employ.
- (4) 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.)

E. Personnel hired and serving in their first year in a designated, temporarily funded position of limited duration are not eligible to receive benefits under this policy.

ARTICLE XV

Leaves of Absence Without Pay

A. Regulation and Definition.

1. Leave of absence without pay may be granted to regular nonprobationary secretarial/clerical employees for the following reasons: medical disability, military and child care. Personal leaves of absence may be granted at the discretion of the College. 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.

2. 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.

<u>Type/Eligibility</u>	<u>Maximum Duration of Initial Leave</u>	<u>Maximum Duration Including Extensions</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 child under age 6.	3 months	1 year
<u>Child Care</u> Upon a female member's request, her physician's recommendation or when attendance or performance becomes unsatisfactory due to pregnancy.	Under conditions of a female member's biological maternity, any sick leave time accrued may be initially applied and exhausted.	
<u>Military</u> 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 after release from duty
<u>Personal</u> College discretion	3 months	1 year

c. Prior to the employee being permitted to take the above described leaves of absence without pay, 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 leave. No vacation leave time will be accrued during a leave of absence.

D. 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. 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.

F. 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.

G. 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.

H. 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.

I. Procedures in Acquiring 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 XVI

Protection of Employees

A. 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 (60) degrees, unless conditions beyond the control of the College require the maintenance of the heating system below sixty (60) degrees.

B. 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 supervisor or intermediate

supervisor. Such notification shall be immediately forwarded to the Director of Personnel who shall comply with any reasonable request from the employee for information in the possession of the supervisor relating to the incident.

C. Employees shall not be required to work in rooms with temperatures above 95 degrees F, 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.

ARTICLE XVII

Health Insurance

A. The Board of Trustees shall provide health insurance for employees and eligible dependents at no cost to said employee. This coverage shall include hospital benefits under New Jersey Blue Cross, Medical/Surgical benefits under 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 one of the above carriers, said College may do so provided that the substantive benefits provided to the employees shall not be less than that which is provided in the program set forth hereinabove. In the event such change is made, the Association shall suggest to the administration the selection of desirable insurance carriers. Notwithstanding, the decision or selection of carriers shall be the discretionary act within the College's prerogative. The above described benefits shall be limited to full-time employees as defined in the New Jersey State Health Benefit 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 caps increased to the same dollar per head.

ARTICLE XVIII

Tuition

Full-time employees of the College, as defined herein, shall be permitted free tuition and fees, and part-time employees shall also be permitted free tuition and fees on a pro-rata basis, for all regular 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 summer session courses, providing there are unassigned seats available in the course. Employee's dependents, which are defined as spouse and dependent children, as defined by the Internal Revenue Service of the Federal Government, may be

granted free tuition and fees for regular College courses offered by Ocean County College, providing there are unassigned seats available in the course. 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 of 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 full-time employees, and to part-time employees on a pro-rata basis, who have satisfactorily completed their probationary period of three (3) months of employment. Partial tuition waivers shall 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. Members of this unit and dependents as defined herein will be admitted to Community Education courses free of tuition and fees on a space available basis providing the minimum paid enrollment for the course has been satisfied. Those employees or other beneficiaries enrolled in courses shall make every effort to complete successfully the selected courses and shall not irresponsibly withdraw prior to the completion. Where said irresponsible withdrawal has occurred, the College may withhold this benefit to such employee in the future.

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: 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 XX

Miscellaneous Provisions

A. 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.

B. 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.

C. 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.

ARTICLE XXI

Duration of Agreement

This Agreement shall be in effect from July 1, 1985 through June 30, 1989, unless the Association and the College mutually agree in writing to an extension or modification of its duration.

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.

ATTEST:

Laurence [Signature]
Secretary

Dated: 6/24/85

BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

By Richard Jambal [Signature]
Chairman

ATTEST:

Kyran Pynkostas [Signature]
Secretary

Dated: 6-21-85

SUPPORTIVE STAFF ASSOCIATION
OF OCEAN COUNTY COLLEGE

By Nancy Mayer [Signature]
President

Carol Conditte [Signature]
Treasurer

W. Ray Ziegler [Signature]
2nd Vice-President

Joseph J. [Signature]
Chief Negotiator