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THIS AGREEMENT, made this 22nd day of March 1982 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.

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, and attached to this Agreement as Exhibit "A".

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, 1982, nor later than October 15, 1982, 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 herein. 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 or the Association making the claim.

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

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

C. 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.

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.

D. 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.

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 facilities only for the purpose of notifying its membership of meetings.

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.

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
 Monday after Easter
 Memorial Day
 July 4
 Labor Day
 Thanksgiving
 Friday after Thanksgiving
 Christmas
 Day before or after Christmas

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. In the event the College holiday established by the College, not specifically set forth hereinabove, falls on a day which it is deemed necessary by the College administration to continue support services, a percentage of employees may be scheduled to work on a straight time basis. An alternate compensatory day off will be scheduled for employees working on such holidays, which are the four (4) holidays referred to herein. Any employee working on a holiday which is specifically designated hereinabove, and which is one of the ten (10) holidays referred to herein, shall be paid at the rate of one and one-half times his/her normal hourly rate.

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

4. 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 and 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. Effective July 1, 1981 the base salaries of the unit members shall be increased by 10% across the board. Effective July 1, 1982 the base salaries of the unit members shall be increased by 9% across the board. 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. 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 may 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, may 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 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 non-probationary 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</u>	<u>Eligibility</u>	<u>Maximum Duration of Initial Leave</u>	<u>Maximum Duration Including Extensions</u>
Medical	Unable to work because of personal illness or injury and sick time and vacation leave time are exhausted.	6 months	2 years

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

<u>Type</u>	<u>Eligibility</u>	<u>Maximum Duration of Initial Leave</u>	<u>Maximum Duration Including Extensions</u>
Child Care	Following birth of a female employee's child or following adoption of child under age 6.	3 months	1 year
Child Care	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.	
Military	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
Personal	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° 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. Medical Insurance. 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. Dental Insurance. The College shall provide a participating dental plan for the members of this Association. On July 1, 1981 through June 30, 1983 the College shall pay up to \$6.67 per month per employee of this unit for dental insurance. Additional premiums shall be paid by the unit member through payroll deductions.

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 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, 1981 through June 30, 1983, 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:

BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

Laurence [Signature] Secretary By [Signature] Chairman

Dated:

ATTEST:

SUPPORTIVE STAFF ASSOCIATION OF
OCEAN COUNTY COLLEGE

Cynthia [Signature] Secretary By Michael [Signature] President

Dated: 5-25-82



AGREEMENT BETWEEN

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

AND

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

FOR

FISCAL YEAR COMMENCING JULY 1, 1981
THROUGH FISCAL YEAR ENDING JUNE 30, 1983

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Institute of Management and
Labor Relations

JUL 0 1982

RUTGERS UNIVERSITY

NOTE:

The following pages have been added to this document so as to provide those particular Articles/paragraphs/schedules of differing terms for SECURITY GUARDS.

Page No.

5a, Article VI, A and B
6a, Article VI, E
Exhibit Aa, Clothing Allowance



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THIS AGREEMENT entered in this 22nd day of March, 1982 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".

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: All employees of the College employed in the Craftworkers, Groundworkers, Custodial and Security Departments in accordance with the voluntary recognition by Ocean County College on October 28, 1981. See copy of notice at Exhibit "B".

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, 1982, 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 ten (10) 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 the submission of the grievance to the Director of Personnel at Level 3 of this procedure. The President or representative shall give the decision within fifteen (15) workdays after completion of 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.

ARTICLE IV

VACATIONS

A. Vacation Schedule:

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

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

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

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

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

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

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

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

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

ARTICLE V

HOLIDAYS

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

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

B. 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.

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

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.

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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 normal salary an additional twenty-eight (28) cents per hour above his/her normal salary during FY 81-82 and an additional thirty-one (31) cents per hour during FY 82-83.

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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 and Physical Plant employees are required to work their regular shift they shall receive 1 1/2 time payment.
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 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.

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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, non-probationary 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.

<u>Type</u>	<u>Eligibility</u>	<u>Maximum Duration of Initial Leave</u>	<u>Maximum Duration Including Extensions</u>
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 maximum 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 do so provided that the substitute benefits provided to the employee shall not be less than that which is provided in the programs specifically set forth herein. The above described benefits shall be limited to full-time employees as defined in New Jersey State Health Benefits Program for Public Employees.

B. The College shall provide a participating dental plan for the members of this Association. On July 1, 1981 through June 30, 1983 the College shall pay up to \$6.67 per month per employee of this unit for dental insurance. Additional premiums shall be paid by the unit member through payroll deductions.

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 cleaning 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 1/1/82, second payment 7/1/82, third payment 1/1/83, and fourth payment 6/30/83.

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 Physical Plant. 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.

ARTICLE XVIII

SALARIES

A. Salary - Effective July 1, 1981 the base salaries of the unit members shall be increased by 10% across the board. Effective July 1, 1982 the base salaries of the unit members shall be increased by 9% across the board. 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 New Jersey Educational Association, and the National Educational 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-Oc Teachers Federal Credit Union.

C. Tuition. Regular full-time employees of the College, as defined herein, shall be permitted free tuition and fees for all regular credit

courses offered by the College up to a maximum of 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 weeks 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

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.

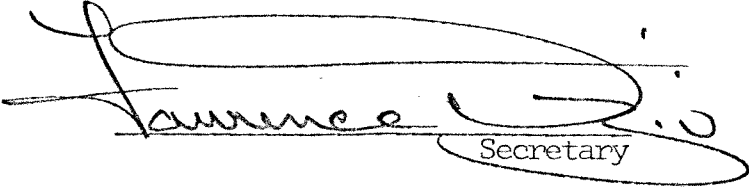
ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1981. All provisions of this Agreement shall remain in full force and effect until midnight, June 30, 1983.

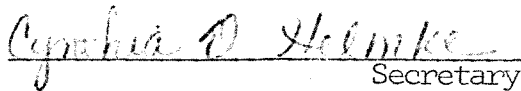
IN WITNESS WHEREOF, the parties have hereunto caused the Agreement to be signed by the Chairman of the Board of Trustees and the Secretary of the Board of Trustees and the President and Secretary of the Association. The Agreement shall initially be executed by the Association after the Association has 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:


Secretary

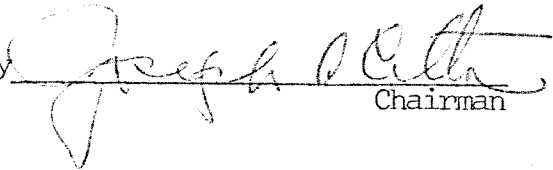
DATED:

ATTEST:


Secretary

DATED: 5-25-82

OCEAN COUNTY COLLEGE
BOARD OF TRUSTEES

By 
Chairman

SUPPORTIVE STAFF ASSOCIATION OF
OCEAN COUNTY COLLEGE


By 
President

EXHIBIT A

CLOTHING ALLOWANCE

Custodians, Craftsmen and Groundsmen

Initial Issue at time of employment:	2 winter shirts 3 summer shirts 3 medium weight pants
---	---

Each year of employment thereafter:	2 winter shirts 3 summer shirts 2 medium weight pants
--	---

Female Custodians	\$55.00 uniform allowance for each year covered in this Agreement (1981 - 1983)
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Foul Weather Gear	(Rain Coat) (Rain Hat) Pooled Overshoes)
-------------------	--

EXHIBIT A

EXHIBIT A
CLOTHING ALLOWANCE

Custodians, Craftsmen ~~and Groundsmen~~
CLOTHING ALLOWANCE

Initial Issue at time
Security Guards
of employment:

2 winter shirts
3 summer shirts
3 medium weight pants
2 winter shirts

Initial Issue at time
of employment:
Each year of employment
thereafter:

3 summer shirts
2 winter shirts
3 medium weight pants
3 summer shirts
2 ties
2 medium weight pants
1 hat

Female Custodians

1 overcoat
\$55.00 uniform allowance
for each year covered

Each year of employment
thereafter:

2 winter shirts
in this Agreement
(1981 - 1983)
3 summer shirts
2 medium weight pants

Foul Weather Gear

2 ties
(Rain Coat)
Hat and overcoat as needed
(Rain Hat) Pooled
Overshoes)

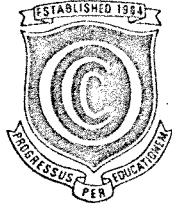
Foul Weather Gear

(Rain Coat) - Pooled
(Rain Hat) - Pooled
(Overshoes) - Pooled

Exh. A

Exh. A_a

OCEAN COUNTY COLLEGE



TOMS RIVER, N. J. 08753

TEL. 201: 255-4000


N O T I C E

To: ALL EMPLOYEES IN CRAFTSMEN, GROUNDSMEN, CUSTODIAL and SECURITY GUARD DEPARTMENTS

Ocean County College intends to grant official recognition without an election to the Supportive Staff Association/Ocean County College/NJEA for a negotiations unit consisting of all employees of Ocean County College employed in the Craftsmen, Groundsmen, Custodial Departments and all Security Guards, but excluding supervisors, confidential employees, managerial executives, police, and all other employees.

If any employee believes that recognition should not be granted, the employee should contact the Ocean County College Personnel Office immediately.

October 28, 1981



James B. Moriarty
Dean of Business and Financial Affairs

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