

A G R E E M E N T

BETWEEN

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

(SECURITY GUARDS)

AND

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

FOR

FISCAL YEAR COMMENCING JULY 1, 1974
THROUGH FISCAL YEAR ENDING JUNE 30, 1975

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Labor Relations

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RUTGERS UNIVERSITY

THIS AGREEMENT entered into this 26 day of Aug. 1974 by and between the BOARD OF TRUSTEES of OCEAN COUNTY COLLEGE, Toms River, New Jersey, hereinafter called "College" and the TRANSPORT WORKERS UNION OF AMERICA, AFL/CIO, LOCAL 225, hereinafter called the "Union."

W I T N E S S E T H

ARTICLE I

RECOGNITION

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

Unit: All employees of the College employed in the security guards in accordance with the certification of representation filed with the Public Employment Relations Commission dated January 17, 1974.

ARTICLE II

NEGOTIATIONS PROCEDURE

Negotiations for a successor agreement to this Agreement shall be entered into no later than three (3) months prior to the expiration of this Agreement. Said negotiation shall be done in accordance with Chapter 303 of Public Laws of 1968 as amended. At least three (3) months prior to the expiration of this Agreement, the Union shall present its entire written proposals to the College and not later than sixty (60) days after this presentation, the College shall

present its entire written proposals to the Union. Negotiation sessions shall not be convened during a period that will require an employee to be absent from his work station unless agreed to in writing by the College.

ARTICLE III

GRIEVANCE PROCEDURE

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

B. Level 1. Within ten (10) workdays after the grievant knew or should have known of the events or conditions on which the grievance is based, a grievance will be submitted in writing to his supervisor who is the Superintendent of Buildings and Grounds or the Superintendent's designated representative, by the grievant through a Union representative. A copy of the grievance must also be submitted to the Union by the grievant-employee. Within ten (10) workdays thereafter a written reply shall be given by the supervisor or his designated representative to the grievant with a copy to the Union.

C. Level 2. Within ten (10) workdays from the receipt of the supervisor's reply, the Union may submit the grievance in writing to the Director of Personnel and/or his representative, who shall meet with such representatives as designated by the Union within ten (10) workdays after the receipt of the grievance to discuss the matter. The Director of Personnel or his representative shall send his decision in writing to the Union within ten (10) workdays after the grie-

vance meeting.

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

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

The arbitrator so selected shall confer with representatives of the College and Union and hold hearings promptly and shall issue its decision not later than thirty (30) days from the date of the submission of briefs or if oral hearings have been waived, then from the date of final statements and proofs on the issue submitted to him. The arbitrator's decision shall be in writing and shall set forth his 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

not prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the College and Union and shall be final and binding only as to the specific and explicit terms of this Agreement and the arbitrator shall have no jurisdiction over matters not specifically provided for in this Agreement.

If during any step of 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 will be put into effect without a meeting between the Director of Personnel and/or his representative and two (2) appropriate representatives of the Union. This provision does not apply to situations requiring immediate action because of the nature of the offense.

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

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

also attend each of said proceedings without loss of pay.

ARTICLE IV

VACATIONS

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 employment after more than one year of service, the employee is entitled to payment for earned but unused vacation within the limitations prescribed in this and related sections.

ARTICLE V

HOLIDAYS

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

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

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

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

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

ARTICLE VI

WORK SCHEDULE

A. The normal work period for regular, full-time employees of this unit shall be eight (8) hours per day, five (5) consecutive days with two (2) consecutive days off for a total of forty (40) work hours per a given five (5) day period. Meal periods shall be given to each of said employees during each eight (8) hour work period which shall be one-half (1/2) hour in length at a time and place to be designated by the supervisor. The College shall pay for said meal period and shall be part of the normal eight (8) hour workday.

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 fifteen (15) cents per hour above his normal salary.

C. Overtime is defined as any authorized work time spent at regular or related duties either before or after regular work hours. All overtime will be rounded to the nearest half hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1 1/2) times the hourly salary for all hours worked over forty (40) hours in a single week. For overtime hours worked up to and in-

cluding forty (40) hours, compensation will be paid at the regular hourly rate. Any full-time employee required to work on his regular days off will be paid at the rate of one and one-half (1 1/2) times his 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.

D. It is agreed that the security personnel will not be used to perform building and maintenance work which is defined as repairing or cleaning any buildings or any parts thereof.

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. However, in the event an employee leaves the employment of the College for whatever reason, said employee shall not receive any compensation in settlement for any unused sick days which have accrued to that employee. ~~Regardless of when sick days shall accrue, the method of determining the number of sick days shall be at the rate of one day per month.~~

B. Employees with part-time appointments are entitled to accrue sick leave allowance at the rate which their

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

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

D. An employee who expects that his absence due to illness will continue beyond his/her accumulated sick leave may request a leave of absence without pay. If this request for leave of absence is approved by the College, the employee may continue health benefits insurance for a limited period of time by arranging for prepayment of premiums to the College in accordance with New Jersey Statutes.

E. Newly hired employees may not be granted sick leave during the first three (3) months of their employment but sick leave accrued during this period will be credited to their account upon completion of three (3) months of satisfactory service.

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 will be granted.

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

D. Personal Leave. Leaves up to two (2) days per year shall be permitted for matters which cannot be cared for in full-time employee's free time. Requests for personal leave, other than for serious illness of a member of the employee's household, shall be made at least twenty-four (24) hours in advance of such anticipated absence. Requests are to be made directly to the supervisor in writing setting forth the reasons for such leave. Unused personal leave shall terminate at the end of each fiscal year.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

A. Regulation and definition.

(1) Leaves of absence without pay may be granted a regular, nonprobationary employee for the following reasons - medical disability, military, child care. Personal leaves of absence may be granted at the absolute discretion of the College. An employee returning from a leave of absence will be assigned to his/her former position, classification or classification of like status and compensation unless circumstances of the staff member or the College have changed making this unreasonable.

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

(3) Eligibility and duration.

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

(4) Vacation Leave. Accrued vacation leave time must be used prior to medical, child care and personal leaves. The staff member will be paid in lieu of accrued vacation leave time at the beginning of military leaves. No

vacation leave time will be accrued during a leave of absence without pay.

(5) Pension plan, health insurance and group life insurance. When an employee is granted a leave of 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 their benefits shall be in conformity with New Jersey Statutes and shall have been made with the Business Office prior to the leave of absence.

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

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

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

(9) Return prior to expiration. A return to work prior to expiration of the leave of absence may be

granted within the absolute discretion of the College.

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

ARTICLE X

SENIORITY

The College retains within its sole and absolute discretion the right to lay off employees. Seniority shall be defined as the employee's length of continuous service beginning with his/her last date of hire. The College shall provide at a minimum two (2) weeks notice of layoff to any regular, full-time employee to be affected. In the event of a layoff, the least senior member in the affected job unit classification of the unit shall be laid off first. Recall from layoffs shall be accomplished in the inverse order of the layoff. When an employee is being recalled, said employee shall be so notified by certified mail direct to the address of the employee, as stated in the College records, to return to work and he/she shall be allowed ten (10) workdays in which to report to work after such notice is sent before any loss of seniority occurs.

Employees on layoff shall be recalled to work prior to the College hiring new employees for the job classifications opened by the layoffs. Employees shall be eligible for recall during layoff for a period not to exceed eighteen (18) months. Seniority shall cease upon voluntary termination, discharge for just cause, lapse of the eighteen (18) month period or failure to return to work when recalled within the

time period set forth herein.

ARTICLE XI

RETIREMENT BENEFITS

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

ARTICLE XII

HEALTH INSURANCE

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

ARTICLE XIII

MANAGEMENT PREROGATIVE

Any rights or privileges not expressly given to the employees, or the Union in this Agreement are expressly reserved by the College as a management prerogative and said

College may exercise said prerogatives within its absolute discretion.

ARTICLE XIV

JOB ACTIONS

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

ARTICLE XV

CLOTHING ALLOWANCE

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

B. Employees in receipt of uniforms described more specifically in Exhibit A attached hereto shall provide reasonable maintenance of said uniform items to include washing or cleaning as appropriate, pressing, mending, etc. Uniforms will be worn on duty at all times and shall be properly cleaned and maintained while worn.

ARTICLE XVI

BULLETIN BOARDS AND MEETING FACILITIES

The College will supply reasonable access to two (2)

bulletin boards for the posting of Union notices. Prior to posting, a copy of said notice shall be furnished to the Superintendent of Buildings and Grounds. Notices shall pertain and be limited to the announcing of meetings and other legitimate Union business. Bulletin boards shall not be used for improper or inappropriate statements.

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

ARTICLE XVII

SALARIES

A. Attached hereto as part of this Agreement as Schedule B is a schedule for the salaries of members of the bargaining unit for the fiscal year commencing July 1, 1974 through June 30, 1975. In addition to such salary schedule, the following additional pay rate shall apply:

Black Seal License - \$200 per year. Lead man responsibilities as defined by the College - \$400 per year.

ARTICLE XVIII

DEDUCTION OF UNION DUES FROM SALARIES

A. Employee members may request dues deductions pursuant to New Jersey State law for the dues of the following organizations: Transport Workers Union of America, Local 225

known as the Union. Such authorization shall continue in effect until formally revoked in writing by the employee and copies thereof delivered to the Union and the College.

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

ARTICLE XIX

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 XX

MISCELLANEOUS

A. Rest Breaks. It is customary for each department to schedule two (2) rest breaks not to exceed ten (10) to fifteen (15) minutes for regular full-time employees during each full workday, one in the first half of the work period and the other in the second half of the work period. Administration of the rest breaks is the responsibility of the supervisor who will determine whether such breaks would hinder efficient operation of the department at certain times. Rest breaks are a privilege rather than a right and any misuse or a violation of same may cause its cancellation.

B. Credit Union. The College will provide an opportunity for payroll savings deductions in accordance with

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

C. Tuition. Regular full-time employees of the College as defined herein shall be permitted free tuition and fees for all regular credit courses offered by the College up to a maximum of six (6) credit hours per semester and up to a maximum of four (4) credit hours for summer session courses. Employee's dependents which are defined as "spouse and dependant 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. A maximum of sixty (60) credit hours or the required course load for two (2) full-time students may be taken by an employee's dependent in any one academic year. The above benefits pertaining to free tuition and fees shall be limited to those regular full-time employees who have satisfactorily completed their probationary period of three (3) months of employment. Partial tuition waivers may be granted on a 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.

D. Wherever feasible, the College shall have two (2) or more security guards on duty on each work shift and two (2) patrol vehicles available at all times. Security guards will be responsible for protecting all property on

campus, whether private or public in nature.

ARTICLE XXI

SEVERANCE PAY

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

ARTICLE XXII

PAY PERIODS

Employees are paid bi-weekly and checks will be issued every other Friday. If an employee is absent on a payday, he/she may authorize a representative to pick up his/her paycheck. This representative must have written authorization from the employee. An absent employee may also request that the check be mailed, if the absence is expected to be of a prolonged nature.

When going on vacation, the employee may request and receive his/her check on the last working day before the vacation begins. Such requests must be made through the supervisor to the Personnel Office at least two (2) weeks before the vacation. Employees who resign or who are discharged will receive their pay no later than the regular payday following the date of their termination, providing that the em-

ployee has satisfactorily completed the termination clearance procedure. If a normal payday falls on a holiday, checks will be issued on the previous day.

ARTICLE XXIII

AGENCY SHOP

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

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be binding and in effect upon the day this Agreement is fully executed except that the salary increases represented herein shall become effective July 1, 1974. All provisions of this Agreement shall remain in full force and effect until midnight, June 30, 1975.

IN WITNESS WHEREOF, the parties have hereunto 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 Union. This Agreement shall initially be executed by the Union after the Union has adopted said Agreement by resolution of its membership. Said executed Agreement and certified Resolution shall be forwarded to the President of the College for a resolution

of the Board of Trustees and execution of this Agreement by
by the Chairman and Secretary of the Board of Trustees.

OCEAN COUNTY COLLEGE
BOARD OF TRUSTEES

Debra N. Reed
Secretary

By W. Kable Russell
W. KABLE RUSSELL, Chairman

DATED:

TRANSPORT WORKERS UNION OF AMERICA
AFL/CIO, LOCAL 225

John H. Meyer
Secretary

By George V. [Signature]
President

DATED:

EXHIBIT A

CLOTHING ALLOWANCE

Security Guards

Initial Issue at time of employment:	2 winter shirts
	2 summer shirts
	2 medium weight pants
	2 ties
	1 hat
	1 overcoat
Each year of employment thereafter:	2 winter shirts
	2 summer shirts
	1 medium weights pants
	1 tie
	Hat and overcoat as needed

Foul Weather Gear

[Rain Coat]	
[Rain Hat]	Pooled
[Overshoes]	

EXHIBIT B

SALARY SCHEDULE, FISCAL YEAR 1974-75

SECURITY	4751	4988	5232	5483	5760	6036	6310	6586	6860	7134
GUARD	2.27	2.39	2.51	2.63	2.77	2.90	3.03	3.16	3.30	3.42

NOTES:

Employees salaries for FY 1974-75 shall be increased by 7.7% above their respective salaries for FY 1973-74. 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.