

AGREEMENT BETWEEN

THE SUPPORTIVE STAFF ASSOCIATION

OF

OCEAN COUNTY COLLEGE

AND

THE BOARD OF TRUSTEES

OF

OCEAN COUNTY COLLEGE

July 1, 2022 – June 30, 2025

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ARTICLE I

Principles of Agreement

This Agreement, is made by and between the SUPPORTIVE STAFF ASSOCIATION OF OCEAN COUNTY COLLEGE, hereinafter sometimes referred to as the "Association," and the BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE, hereinafter sometimes referred to as "College":

A. Purpose: 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 III-A of this agreement.

B. Resolution of Disputes: 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. Good Faith: 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. Provisions: The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof, or until changed by mutual consent in writing.

E. 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.

ARTICLE II

Negotiation of Successor Agreement

A. Schedule: The Association and the Board agree to exchange contract proposals on or before December 15th of the prior year in which the contract expires. The College and the Association agree to negotiate over a successor agreement in a good faith effort to reach agreement on all matters negotiable by law. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be documented and signed by all the parties. Negotiations will commence at a mutually agreed upon time and place within fifteen (15) working days after receipt of mutual proposals by the College and the Association unless the parties agree to extend the time.

B. Information Requests: 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.

C. Meeting Limits: Members of the bargaining unit will not negotiate during working hours unless mutually agreed to by both parties.

D. Exclusive Representation: The College agrees not to negotiate concerning said employees' negotiation unit, as defined in Article III of this Agreement, with any organization other than the Association for the duration of this Agreement.

E. Completed Agreement: 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

Recognition

The Ocean County College Board recognizes the Supportive Staff Association, hereafter referred to as the Association, for the duration of this contract, as the sole and exclusive bargaining agent for all full and part time permanent support positions as defined in Article III, Sections A through C.

A. Unit: The unit includes all full-time and part-time employees in the job classifications of secretarial/clerical staff, craft workers, grounds workers, Office Services, Health & Human Performance, Technical Service Assistants 1, and Security Officers currently employed or hereafter employed by the College in accordance with the Public Employment Relations Commission (PERC). Certifications dated April 23, 1973 and November 27, 1973.

B. Unit Consolidation: Effective July 1, 1992, the two units formerly known as (1) Secretarial/Clerical and (2) Physical Plant shall be combined into one Association as defined in Section A above. Collectively they are identified as the Supportive Staff Association (Association).

C. 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 previously defined. Reservists shall not be considered "employees" under this contract.

ARTICLE IV

Association/College Relationship

A. Association Membership: It is mutually agreed that there will be no reprisals against any employee because of membership or non-membership in the Association.

B. Public Records: The Board agrees to follow the provisions of the Open Public Records Act (OPRA) or as defined by the New Jersey Employee-Employer Relations Act.

C. Paid Release Time: Whenever any representatives of the Association or any employees are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings with the College or its representative, they shall suffer no loss in pay. Nothing herein shall require the College to schedule such meetings during working hours.

D. Association Business: 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 the Workplace Democracy Enhancement Act and 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 and the Associate Vice President of Human Resources.

E. Use of College Equipment and Facilities: The Association shall have the right to use College facilities and office equipment when such equipment is not in use for College operations. The Association will reimburse the College for consumable supplies used for Association business, at cost. The Association will be permitted to use the College communication systems for appropriate Association business.

F. Bulletin Boards: The College will supply two (2) bulletin boards for the posting of Association notices. Notices will be limited to Association business and will not be used for improper or inappropriate statements.

G. Board Rights: 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

Grievance Procedure

A. Definitions:

1. Grievance: A grievance is a complaint by a member of the Association bargaining unit, a group of members of the bargaining unit or the Association itself, that there has been a misinterpretation or misapplication of the labor Agreement and/or College policy which directly affects said grievant(s).

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. Procedures

1. Time Limits: The time limits provided in each level of the grievance procedure may only be extended by mutual agreement.

2. Level 1 - Department Head: Within fifteen (15) workdays of the time a grievance arises or within fifteen (15) workdays when the grievant should have known of its occurrence, an employee must notify the Department Head of the grievance. The Department Head will arrange for a discussion with the grievant and the immediate supervisor. The department head will provide a written answer in response to the grievance within fifteen (15) workdays of the discussion.

3. Level 2 - Appropriate Vice President: If the grievance is not resolved at Level 1 and the grievant and/or Association wish to pursue the matter, the grievance must be filed by the Association in writing with the appropriate Vice President and the Associate Vice President of Human Resources within twenty (20) work days after the written answer at Level 1. The appropriate Vice President will schedule a grievance hearing within twenty (20) workdays of receipt of the grievance at level 2 and will provide a written decision within twenty (20) workdays after the level 2 hearing. The Vice President who held the level 2 hearing will forward a copy of the written decision to the Associate Vice President of Human Resources and the Association.

4. Level 3 - President of the College: If the grievance is not resolved at Level 2 or if no decision has been provided within fifteen (15) work days after the grievance hearing at level 2, the grievance may be elevated to level 3. Within five (5) work days after receiving the written grievance at level 3, the President of the College or designee will schedule a hearing within ten work days and provide a written decision within fifteen (15) work days of hearing the grievance.

5. Level 4 - Board of Trustees: If the grievance is not resolved at Level 3, or if there is no decision within fifteen (15) work days after the grievance hearing, the Association may file the grievance with the Board.

The Board will appoint a subcommittee of its members to hear the grievance. The grievance committee will be represented by counsel and will have members of the administration present, as it deems appropriate.

The grievance hearing will be held within twenty (20) workdays of the date it is submitted to level 4. After the hearing, the grievance committee of the Board will make a recommendation to the Board at the next regularly scheduled meeting. The written decision of the Board will be provided to the Association within five (5) workdays after the Board meeting.

6. Level 5 - Binding Arbitration for Grievances of Terms of this Agreement:

If the grievant is not satisfied with the disposition of their grievance at Level 4, or if no hearing has been held within twenty (20) work days after the grievance was delivered to the Board of Trustees of the College, or if no decision has been rendered within five (5) work days of the level 4 hearing, he/she may submit a request for arbitration to the Association. 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) workdays after receipt of request for arbitration by the grievant.

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 Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the College and the Association and hold hearings promptly, and shall issue they/their 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 they/their 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 violates the 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.

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, subject to the laws of the State of New Jersey and the United States of America.

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 the expense.

7. Level 6 - Advisory Arbitration for College Policy Grievances:

The parties agree that the grievance definition shall include policy grievances as defined in the New Jersey 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 a College policy grievance shall follow the same time table as established for grievances which may end in Binding Arbitration.

D. Rights of Employees

1. Employee Choice: Any member of the bargaining unit may be represented at Level 1 through Level 4 of the Grievance Procedure by themselves or at they/their option be accompanied and assisted by an Association Representative.

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. Private Meetings:** 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. Association Grievance:** 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 Associate Vice President of Human Resources 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 VI

Vacation Leave

A. Scheduling Leave: Vacation Leave shall be scheduled in consonance with the work schedule of the department and shall be subject to the advance approval of the employee's supervisor. Authorization for vacation leave will not be unreasonably withheld or denied. Seniority will be used in the initial assignment and approval of vacation/personal leave. In no cases can seniority be used to displace an employee out of using vacation time that has already been scheduled and approved.

B. Vacation Leave Accrual: Vacation Leave for all Association members except Security Officers shall be earned according to employment service at the following rates:

First through Third Year:	thirteen (13) days per year.
Fourth through Sixth Year:	eighteen (18) days per year.
Seventh Year and over:	twenty-three (23) days per year.

Security Officers:

First through Third Year:	fifteen (15) days per year.
Fourth through Sixth Year:	twenty (20) days per year.
Seventh Year and over:	twenty-five (25) days per year.

The full scheduled amount of Vacation Leave shall be posted to each employee's account each July 1st.

Vacation leave cannot be taken during the 90- day probationary period at time of hire.

C. Mid-Year Appointments and Exits: Employees who begin work mid-year shall receive a prorated share of the scheduled amount of Vacation Leave. Employees who separate from employment with the College mid-year shall have their Vacation Leave balance reduced by a prorated share of the annual total. A prorated share of the amounts listed above shall be posted on the anniversary years.

D. Utilization Limits: Vacation Leave may not be taken in advance of being posted.

If a holiday falls during the leave period, the holiday does not count as a Vacation day.

E. Vacation Maximum: Vacation Leave must be taken within twenty (20) months of the July 1 date in the fiscal year for which it was posted. (Example: Time credited

on July 1, 2022 or anytime during fiscal year 2022, must be used by the last calendar day in February 2024 or it is forfeited.)

F. Part-time Employees: Part-time craft workers, grounds workers, HPE attendants, office service staff and security officers who work at least 910 hours per year shall earn a prorated share of Vacation Leave, in accordance with the accrual rates set forth in Section B above.

G. Payment of Unused Vacation Leave Upon Separation from Employment: Upon resignation with more than one year of service, or retirement, the employee is entitled to payment for accrued, unused Vacation Leave. Vacation Leave payouts are subject to deductions for, but not limited to, overused sick or vacation time, undue payments, unreturned College property such as keys, ID badge, uniform item(s), laptops, phones, radios, tools, etc.

H. Estate Payment: The estate of Association members will be entitled to payment for accumulated and eligible vacation time upon death.

ARTICLE VII

Holidays

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

1. New Year's Day	6. Thanksgiving
2. President's Day	7. Friday after Thanksgiving
3. Memorial Day	8. December 25
4. July 4	9. Day before or after December 25
5. Labor Day	10. Dr. Martin Luther King's Birthday

Security Officers: Officers are required to work normally scheduled shifts on college holidays. Officers will be paid double time for all hours worked on college holidays. Approval to use vacation time on college holidays will be based on operational needs. Security Officers who work on holidays are not eligible for holiday pay or additional time off in lieu of working on holidays. Security Officers who are not scheduled to work on a college holiday as part of their normal scheduled shift, will be paid double time for all hours worked on a college holiday.

To be eligible for holiday pay, an employee must be actively employed and must have worked their regularly scheduled workday both before and after the holiday, unless such absence is authorized by the immediate supervisor and the Associate Vice President of Human Resources. Authorization for such absences shall not be unreasonably withheld.

B. Additional Holidays: The College hereby guarantees to each employee four (4) days of holiday in addition to the days set forth hereinabove. The precise dates shall be determined by the College. If at the discretion of the College the December 25 through New Year Day break is provided, and five discretionary holidays are necessary for that purpose, a fifth discretionary holiday will be added for that particular year.

C. Holiday Work: In the event a holiday falls on a day during which the College administration deems it necessary to continue a support service, a percentage of employees may be scheduled to work. When employees other than Security Officers work on days designated to be holidays, such employees shall be paid in accordance with the following guidelines:

D. Holiday Pay: Full-time employees shall be paid straight time for holiday pay, in accordance with the designated holidays of Article VII Section A, provided they meet the eligibility cited.

Employees other than Security Officers who work on a holiday will be paid their regular rate of pay for each hour worked on a holiday in addition to holiday pay, which equals double time for all hours worked.

An employee who works a schedule which overlaps at midnight to the actual calendar holiday, will not be entitled to any additional pay for working their normally scheduled shift. The overlapping shift will not be considered any portion of the holiday nor will it be eligible for any holiday pay. For example, as it pertains to the Thanksgiving holiday, an employee with a normal shift of 10:00 pm-6:00 am will receive regular pay for the entire shift that begins on Wednesday. The holiday shift is the entire shift that begins on Thanksgiving.

Any employee who works on a holiday will receive payment for working a holiday and will not be entitled to any additional or alternate time off.

E. Part-time Employees: Part-time employees other than Security Officers will receive 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 shall not receive payment for the holiday.

F. Full-Time Employees with Nontraditional Work schedules (other than Monday through Friday): In the event an employee's normal work schedule other than Security Officers, results in a non-work day falling on a designated holiday, the holiday will be scheduled for the employee's next scheduled work day.

ARTICLE VIII

Work Schedule

A. Normal Work Week:

1. **Secretarial/Clerical:** The normal work week for all full-time Secretarial/Clerical employees shall be thirty-five (35) hours per week for five (5) consecutive days, with a daily unpaid lunch hour. The lunch hour is to be scheduled, with supervisory approval, approximately half way through the scheduled work day.

2. **Security Officers, Crafts Workers, Grounds Workers, Office Services Staff, and HPE Attendants:** The normal work period for Crafts Workers, Grounds workers, Office Service Staff, and HPE Attendants will be forty (40) hours per week with a one half (1/2) hour unpaid daily lunch break and two (2) consecutive days off. The normal work period for Security Officers will be forty (40) hours per week with a one half (1/2) hour paid daily lunch break and two (2) consecutive days off.

B. **Other Work Week Patterns:** 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. When it is in the interest of the College to change a non-vacant position's start time by no more than one hour, the affected employee will be provided written notice forty-five (45) business days in advance of the change. This schedule change may not be used to reduce an employee's established total weekly work hours. An individual employee's schedule can be changed once every three (3) years. For the purpose of crucial operational needs, a temporary adjustment of work schedule may be implemented on an as needed basis by management. Any temporary adjustment to work hours will be provided to the employee in writing at least 72 hours in advance and a temporary schedule adjustment will remain in place for no more than two (2) weeks.

A permanent schedule change may be implemented with the mutual consent of the association, the employee and the supervisor. A permanent schedule change will be proposed in writing and signed by the Association, the employee and supervisor prior to implementation. The employee shall have the right to consult with representation prior to agreeing to a permanent schedule change.

C. **Meal Reimbursement:** If a day employee must work evenings, he/she will be allowed up to two (2) unpaid hours off between they/their day and evening schedule as a dinner period. Those employees who work a regular day shift and who work the evening registration shall be entitled to reimbursement for an evening meal, not to exceed fifteen dollars (\$15) per meal. Support Staff shall submit an itemized receipt which verifies the expenditure to the Accounting Department for meal reimbursement.

D. **Breaks:** Full time employees are entitled to two (2) uninterrupted fifteen (15) minute break periods for each full day of work. Breaks will be scheduled by the immediate supervisor. Supervisors will attempt to accommodate employees in the scheduling of breaks.

Part time employees are entitled to take one fifteen (15) minute break for each four hour period of work and should be taken approximately halfway between the beginning and the end of the work day, with supervisory approval.

A break period may not be used to cover an employee's late arrival to work, an extension of a lunch period or an early departure from work. Break periods not taken, will not be cumulative.

E. **Overtime Calculation:** Overtime will be paid at the rate of one and one half (1 1/2) times the hourly rate for all hours worked in excess of forty (40) hours in a single workweek. For additional hours worked from thirty-six (36) through forty (40) hours, compensation will be at the hourly rate of pay. Overtime will be adjusted upward to the nearest quarter hour at the end of each pay period. Overtime shall be computed to include Sick, Vacation, Holidays and Bereavement Days.

F. **Call Back Pay:** Any employee who is called back unexpectedly to the College to work unconnected to their regular scheduled shift will be paid a minimum of four hours at the rate of one and one half (1 1/2 times) their base hourly rate. Any employee who does not report to work within two hours of accepting the assignment, forfeits call back pay and will receive regular overtime pay. Any employee who is called back to the college to work on regular days off, vacation/personal days, holidays and bereavement days, will be paid a minimum of four hours at the rate of one and one half (1 1/2) times their base hourly rate.

G. **Overtime Assignments:** All overtime must be authorized in advance by the appropriate Vice President, designee or the immediate supervisor. Overtime will be assigned on an equitable basis as possible. Employees currently within shift, when overtime becomes available, will be offered overtime first, on a seniority basis. When assigning overtime, management will take into account the ability of the employee to do the work, time constraints, availability, work schedules, emergency situations and dependability. Pre-planned overtime will be offered to qualified employees on a seniority-based rotation. In the event an employee is completing a project, the appropriate Vice President, or designee may first offer the overtime to that employee without first offering the overtime to other employees. Overtime is optional.

H. **Compensatory Time:** In the event the employee and the immediate supervisor mutually agree, compensatory time may be allowed in lieu of salary. Compensatory time will be computed at one and one-half (1 1/2) hours for each hour of overtime worked. Compensatory time must be utilized within a sixty (60)

day period after it is earned, with written consent of the supervisor. The supervisor is responsible for keeping records of compensatory time. If the needs of the College preclude the employee's utilization of the compensatory time within the aforesaid sixty (60) 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 60 day period. In the event Secretarial/Clerical employees elect to receive comp time for hours worked between thirty-six (36) and forty (40) hours per week, they shall receive one and one-half (1 1/2) hours of comp time for each hour worked.

- I. **Essential Employees**: When the campus is closed due to inclement weather or other unforeseen circumstances (essential need), essential employees within the following job titles are required to report to work and/or remain at work.

Security Officer
Security Officer II
Grounds Worker/Institutional Repair Worker I
Building Maintenance Worker I
Building Maintenance Worker II
Crafts Worker – General Mechanic
Office Services Worker
Stock Assistant I
Stock Assistant II

Essential employees who do not report for work during a campus closure, or decide to leave campus without working will not be paid for hours not worked and may be subject to corrective action. Each case will be considered individually by the appropriate Area Vice President based on the facts and circumstances involved.

An essential employee may not work for an uninterrupted (exclusive of normally scheduled breaks) shift whose duration exceeds 16 hours worked. The essential employee who works for a duration of 16 hours may not work another shift until at least eight (8) hours has passed since the end of their last shift.

Essential employees who are on extended sick leave, disability leave or with a pre-emergency reported illness or pre-approved vacation during an immediate campus closure/essential need are not required to be reachable or report to work.

It is Management's intention to honor vacation requests that are made and approved in advance. In the case of a campus closure or essential need, the College may cancel pre-approved, but not yet begun vacations for essential employees. This applies to those who are at work at the time the essential need/campus closure becomes known. An essential employee who has a signed approved form granting vacation and their vacation is rescinded due to an essential need/campus closure, and for whom canceling the vacation would be a hardship, may appeal to the Associate Vice President of Human Resources. The

Associate Vice President of Human Resources will hear the employee's appeal and render a decision.

J. Essential Employee Pay:

Essential employees who are scheduled to work, or are called into work during an essential need/campus closure will be paid double time for all hours worked.

Essential employees called to report to work during an essential need/campus closure will be paid for a minimum of four (4) hours regardless of the number of hours actually worked.

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

ARTICLE IX

Working Conditions – Safety & Welfare

A. Equipment: Appropriate and adequate equipment shall be provided to all employees covered by this Agreement and properly maintained to fulfill their respective job functions as defined by the College.

B. Minimum Temperatures: 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-three (63) degrees Fahrenheit, unless conditions beyond the control of the College require the maintenance of the heating system below sixty-three (63) degrees Fahrenheit.

C. Maximum Temperatures: Employees shall not be required to work in rooms with temperatures above eighty-five (85) degrees Fahrenheit, 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 mechanical failure or mandates of energy conservation make adherence impracticable.

D. Uniforms: Crafts workers, grounds workers, HPE attendants, office services workers and security officers, are required to wear uniforms as provided by the College, during work hours, after a 90-day probationary period. Employees who report for work out of uniform will be sent home and will not be paid. Employees are responsible for maintaining their uniforms and shall receive uniform replacements when necessary and approved by the immediate supervisor.

A one-time clothing and shoe maintenance stipend in the amount of \$300 will be added to the base salary of all Association members in the above categories employed on July 1, 2022. A one-time clothing and shoe maintenance stipend in the amount of \$300 will be added to the base salary of all new Association members in the above categories hired after July 1, 2022.

The College will provide appropriate apparel for all personnel in physical plant, security and office services, as deemed necessary. Clothing provided will display the College logo and the department name. Rain gear and appropriate thermal clothing items (such as Under Armor or equivalent) will be provided for employees assigned to work outdoors. A replacement of a worn or unserviceable part of a uniform shall be issued to the employee when the item is turned over to and approved by the immediate supervisor.

E. Safety Shoes: Crafts workers, grounds workers and other personnel designated by the College, are required to wear steel-toed safety shoes during work hours. Employees who report for work without safety shoes will be sent home and will not be paid.

ARTICLE X

Leaves of Absence with Pay

A. Annual Military Leave: Members of the Reserve or National Guard are permitted up to two (2) weeks of paid military leave annually to attend training. This is in addition to other leaves set forth in this Agreement. The employee is required to inform their immediate supervisor of any scheduled annual military leave, upon receipt of notification to report.

B. Bereavement Leave: Employees are entitled to a maximum of four (4) days of absence with pay following the death of an immediate family member. Immediate family is defined as a spouse, legal domestic partner or civil union partner, child, step-child, step-grandchild, grandchild, son-in-law, daughter-in-law, parent, step-parent, parent-in-law, grandparent, step-grandparent, grandparent-in-law, sibling, sibling-in-law and legal guardians.

Employees are responsible for informing their immediate supervisor of any need to use bereavement leave. The College may require documentation or verification.

C. Jury Duty: Jury duty is paid leave to serve as a member of a jury/jury pool. The Association member must submit proof of notice to serve to their immediate supervisor as soon as they are notified of jury duty. The employee must submit to the College, all dates the employee served on a jury.

D. Temporary Disability Program: Temporary Disability is defined as an absence from work, due to sickness or injury, not caused by the Association member's job. The College shall provide, at no expense to the employee, a temporary disability income plan for employees who are absent from work due to prolonged serious illness/injury. This program mirrors the New Jersey State Disability Plan and as such, the terms of the College program will be no less than those of the New Jersey State Disability program.

Eligibility and application information for the short term disability plan is available at: www.state.nj.us/labor/index.html.

The maximum amount of disability leave is twenty-six (26) calendar weeks. The employee must be disabled a minimum of seven (7) calendar days before disability pay can begin.

The employee must exhaust all accumulated sick leave and compensation time prior to payment under either disability plan. The employee may elect to use accumulated vacation/personal leave in order to stay in a full pay status for as long as possible prior to being placed on disability pay.

The employee is responsible for submitting a completed New Jersey State Disability Form (Part A and B). Forms are available on line at: www.state.nj.us/labor/index.html. Disability payments will not commence until the College is in receipt of all required forms and documentation. The College reserves the right to require the employee to be examined by a College appointed physician at Board expense.

The disability income benefit shall be calculated in accordance with the prevailing New Jersey State Disability Plan. On line information for the NJ State Disability program is available at www.state.nj.us/labor/index.html.

Benefit payment shall commence on the next regularly scheduled payday following submission of the completed New Jersey Temporary Disability form and shall be in accordance with the prevailing state program of twenty-six (26) weeks maximum, after a seven (7) day waiting period. During the designated waiting day period, available sick leave may be used to remain in a full-pay status.

Any leave granted under the Short Term Disability Program will run concurrently with applicable and available State/Federal mandated Family Medical Leave time.

If an employee recovers from disability for which benefits have been received and returns to work but again becomes disabled within one hundred and four (104) weeks of the initial date of disability, the later disability shall be considered a continuation of the initial disability period. If the later disability is due to an unrelated cause it shall be considered a new disability.

Disability shall cease when the employee returns to work, the employee leaves employment with the College; the employee qualifies for permanent disability under the New Jersey Division of Pensions or Social Security; or the disability period is exhausted.

The College Temporary Disability income shall be reduced by an amount equal to income received by the employee for: (a) any other avenue of pay by the College, (b) any income received through a state or federal disability program, (c) Workers Compensation, or (d) income associated with any rehabilitation efforts.

1. Procedures: Disabled employees must notify the Office of Human Resources to file a request for Temporary Disability. Every effort to process the request as rapidly as possible shall be made as soon as proper medical verification(s) are received.

The employee must submit medical verification of they/their ability to return to work to the Office of Human Resources, a minimum of three days prior to their scheduled return-to-work date.

ARTICLE XI

Leaves of Absence Without Pay

A. Regulation and Definition: An unpaid leave of absence without pay may be granted to non-probationary employees for the following reasons: personal, child care, military and educational. An employee returning from a leave of absence as defined herein will be assigned to they/their former position or an available position of like compensation, for which the individual is qualified. Leaves of Absence require approval of the President and the Board of Trustees.

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

TYPE/ELIGIBILITY	DURATION
Personal Unpaid Leave	Up to 12 months
Child Care Unpaid Leave	Up to 12 months
Military Unpaid Leave	In accordance with current State statute and/or Federal Law plus an additional 90 days if requested
Educational Unpaid Leave	Up to 6 months

C. Request for Unpaid Leave: To be eligible for an unpaid leave, the Association member must submit a written request to both their immediate supervisor and the appropriate Vice President, one month in advance of the requested leave date.

The request for leave will state the specific reason for the leave, the beginning date and the return to work date. The College may require an employee to utilize accrued vacation/personal time prior to approval of an unpaid leave.

D. Failure to Return from Leave: Any employee who fails to return to work at the expiration of the approved leave time will be considered to have voluntarily resigned.

E. Time Off Accruals: Sick leave and vacation/personal time do not accrue during an unpaid leave of absence. An employee will not accrue sick leave and vacation/personal time when there is three days or more of unpaid leave in any calendar month.

F. Vacation Payout and Accrual While on Unpaid Leave: Employees may be paid for accrued vacation leave time at the beginning of an unpaid leave of absence. No vacation, sick, or personal leave time will be accrued during an unpaid leave of absence.

G. Seniority While on Unpaid Leave: 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.

H. 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 Human Resources Department prior to the leave of absence.

I. Outside Employment During Leave: 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 in advance of the leave.

J. Exceeding a Leave of Absence Without Pay: Failure to report for work at the conclusion of a leave of absence or granted extension(s) will be considered grounds for termination of employment, which shall be carried out in accordance with the provisions of this Agreement.

K. 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 their 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

L. 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.

M. Procedures for Requesting 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 XII

Sick Leave

A. Sick Leave Accrual: Beginning on July 1, 2022, the equivalent of thirteen (13) sick days will be posted annually to each employee's sick leave account as soon as administratively possible in the new fiscal year, effective July 1. For 40 hour/week employees, the sick accrual shall be 104 hours and for 35 hour/week employees, the accrual shall be 91 hours. In the event of separation, sick leave will be pro-rated and paid out according to contract provisions.

Part-time employees who work less than a forty (40) or thirty-five (35) hour work week, will receive paid sick leave for use in compliance with the current New Jersey Sick Leave Law.

Newly hired employees are required to document their absence with medical evidence provided by their treating physician, that they were unable to work prior to any payment for sick leave being approved during the first ninety (90) days of employment. Sick leave may be carried over from one fiscal year to the next. Sick leave will not accrue during unpaid leaves of absence, during periods of disability and during any pay period in which there are two days of no pay in the calendar month of accrual.

Sick leave is available for use of an employee's own health condition and cannot be used for the illness of others. Whenever an employee is absent due to illness, the employee is required to contact the immediate supervisor prior to the start of their shift. Employees may request to use sick leave for their own medical/dental appointments, provided they do not disrupt normal operations, scheduling is not excessive, and the use of sick leave is approved by their immediate supervisor.

Employees entering or leaving employment with the College mid-year shall receive prorated sick leave, based on hire date or last date worked, according to contract provisions.

The College reserves the right to request medical documentation, provided by a treating physician, whenever it is reasonable.

B. Medical Verification: When an employee utilizes the sick time benefit, the College may require medical verification from the employee's licensed medical provider.

The College may require an employee to be evaluated by a physician of the College's choosing, before being permitted to return to work from any absence due to health reasons or in order to obtain a second opinion. In this case, the appointment(s) will

be scheduled and paid for by the College and the employee's personal/vacation or sick leave allowances will not be charged.

C. **Exhausted Sick Leave:** An employee who expects that their absence due to illness will continue beyond their accumulated sick leave and allowable time under short-term disability, 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.

D. **Reimbursement for Unused Sick Leave:** Employees in good standing, who have fifteen (15) or more years of continuous service at Ocean County College, and retire from the college, will be eligible to receive payment for up to fifty percent (50%) of their accrued unused sick leave, up to the maximum limits set forth below. Employees who are terminated for cause by the Board of Trustees, or are separated from the college in lieu of termination, will not be eligible for reimbursement of unused sick leave. In the event a person is re-employed by the college, sick leave which has been previously reimbursed will not be reinstated. All eligible payments will be based on the employee's daily rate of pay, calculated on base salary.

Maximum Sick Leave Reimbursement - \$12,357

ARTICLE XIII

Insurance Benefits

A. Health Insurance - Employees: The Board of Trustees shall provide health insurance for all Secretarial/Clerical employees who work at least 910 hours per year and for all Custodians, Crafts Workers, Grounds Workers, HPE Attendants, Office Services Workers and Security Officers who work at least 1040 hours per year. Employees enrolled in the health benefit plan offered by the College, will contribute each year toward the cost of medical coverage and/or prescription coverage in accordance with applicable New Jersey legislation. The implementation and administration of the Member's contribution will be determined by the College.

Employees who are covered by another health plan may be eligible to waive the College plan(s). Employees who waive coverage will receive payment(s) consistent with New Jersey legislation.

In the event that Members are not eligible for health coverage or choose to waive coverage, no contribution will be required. Members' contributions must be paid under the Section 125 Plan. The College will pay the remaining premium cost of medical health care benefits for eligible Members and dependents as defined by the insurance carrier, provided:

1. The Member has completed at least 60 days of continuous service; and
2. The Member completes all plan enrollment information during the designated open enrollment period; and
3. Proof of dependents' relationship is submitted as required by the carrier to document coverage eligibility.

B. Health Insurance Carrier: The College retains the right to determine the health insurance carrier. Association representatives shall be informed of the selection of a new carrier at least 30 days in advance of any change. Association members covered by other health plans may opt to waive their medical coverage with the College and receive a payment in accordance with Board Policy and applicable New Jersey legislation. In the event the Board of Trustees changes the health insurance carrier, the level(s) of coverage within the new program shall not be less than the coverage in effect, as of June 30, 1992.

C. Section 125 Plan: The College will provide a Section 125 plan to Association members. A Section 125 plan allows employees to pay health care benefit contributions and other eligible health and dental expenses on a pretax basis. The College reserves the right to select the Section 125 plan administrator and will provide direct contact information to Association members. The cost of the plan administrator will be borne by the College. The plan administrator will be responsible for providing information to Association staff regarding expenses

that are eligible for reimbursement through the plan. The plan administrator is also responsible for evaluating documentation and approving or disapproving expenses submitted by the Association member for reimbursement. The College will play no role in the determination of expense eligibility and the decision of the administrator will be final. The annual plan year will be July 1st through June 30th. New member enrollment coincides with the effective date of health coverage.

Enrollment in the Section 125 plan is required for Association members who participate in the College's health benefit plan. Association members who opt out of the health benefit plan may decline to participate in the Section 125 Plan and in doing so forfeit the college contribution.

The College will contribute \$500 per fiscal year to each participating Association member's Section 125 Account. This amount will be prorated based on hire date for new Association members. Participation requires the member to fully complete and sign a Section 125 enrollment form in accordance with the College's established deadlines and procedures.

Based on the information presented on the form, the College calculates whether or not the Association member has a negative or positive balance in the Section 125 Account. If the result is negative, then it represents the Association member cost that will be deducted from the member's paychecks over the course of the fiscal year. If the result is positive, then it represents the amount available to the Association member to draw down as eligible Section 125 expenses are incurred.

Employees may opt to contribute additional monies in pretax dollars to their individual medical expense flexible spending account (maximum contribution is determined by the college annually) and/or a Dependent Care Flexible Spending Account (maximum contributions are based on tax filing status in accordance with IRS regulations). The Section 125 enrollment form is used to identify and select these options. The Association member is responsible for submitting eligible expenses to the Section 125 administrator in accordance with the provider's documentation requirements and deadlines. In compliance with IRS Section 125 regulations, funds contributed by college or the Association member but not drawn down in accordance with the administrator's annual deadline will be forfeited.

Employees who waive health coverage will be eligible to receive the College's contribution, provided that the employee enrolls in the Section 125 plan by completing the enrollment application designating the employer contribution, zero medical contribution and any applicable dental contribution.

D. Dental Insurance: Secretarial/Clerical employees who work at least 910 hours per year, and Crafts Workers, Grounds Workers, HPE Attendants, Office Services Workers, Technical Services Assistant I, and Security

Officers who work at least 1040 hours per year shall be eligible for dental insurance. The Board will continue to provide full premium coverage for the employee portion of the dental plan.

In addition, the Board shall provide for the coverage of the dental premium for dependents to the extent necessary up to and including \$27.62 per month for the life of the contract. Employee coverage shall be mandatory for all employees, but each member may choose any plan offered by the insurance carrier. Reimbursement for dependent dental premiums or uncovered dental expenses shall be in accordance with the terms of Section C. above.

ARTICLE XIV

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 XV

Education Benefits

A. Admission to Classes at Ocean County College: Association members who work at least 910/1040 hours per year will be granted free tuition for any courses offered by the College up to a maximum of 9 credits during the fall semester, 9 credits during the spring semester and an aggregate maximum of 6 credits during the summer session terms (including the quick terms). Association member's eligible dependents are to be granted free tuition for courses offered by Ocean County College, excluding International Education courses, up to a maximum of thirty four (34) credit hours in tuition, per academic year, per dependent. Dependents are defined as those members of the Association member's family certified as dependents for medical benefits with the College. An academic year is defined as September 1 through August 31.

The Association member is responsible for payment of course fees at the time of registration. The prevailing College drop for non-payment policy shall be applied if course fees are not paid at the time of registration. The prevailing College policy for refunds shall be applied to the refund of course fees to the Association member in cases where courses are dropped within the time limits defined by the refund policy.

Employees using the tuition waiver benefit may choose to apply for financial aid via the Free Application for Federal Student Aid (FAFSA) form. Dependents using the tuition waiver benefit who are taking twelve (12) or more credits in a semester are required to complete the FAFSA form annually. The waiver benefit will be applied as follows:

Circumstance 1: Awards from the Ocean County College Foundation, discounts provided by OCC (such as Jump Start, National Guard, and Unemployed Waivers) and grants from the State of New Jersey (such as TAG and STARS) will be applied before the waiver. The waiver will cover any tuition amount due but the waiver will not result in a refund to the member or dependent.

Circumstance 2: Federal financial aid grants (such as Pell) and private scholarships from any source except the OCC Foundation will be applied to tuition due after the waiver and may result in a refund to the member or dependent.

B. Continuing and Professional Education Waivers - Association members and their dependents, as defined in Article XV, paragraph A above, will be admitted to Continuing and Professional Education courses free of tuition and general fees up to a maximum of \$500, per fiscal year, per family. The Association member will be responsible for the payment of all direct costs for Continuing and Professional Education courses, and Credit by Examination at the time of registration. Direct costs as defined by the Continuing Education

program must be paid in full at the time of registration and will not be waived.

C. Tuition Reimbursement (Other Institutions): Employees who work at least 910/1040 hours per year, will be eligible for Tuition Reimbursement for courses taken at other regionally accredited institutions of higher education.

1. Eligible employees shall receive tuition reimbursement, up to the prevailing Kean University undergraduate/graduate tuition rate, for undergraduate/graduate courses taken by the employee at accredited colleges.
2. Courses eligible for tuition reimbursement will include both general education classes necessary to acquire a degree and specialized courses that are evaluated to be reasonably related to the area in which the employee renders service to the College. Prior approval of the immediate supervisor, appropriate Vice President and the College President is required. Coursework eligible for reimbursement will not exceed 12 college credits per academic year. Employees will be reimbursed upon submitting proof of tuition payment, and a passing grade transcript of C or better at the institution they attend. Requests for reimbursement must be submitted to the Human Resources Department within six (6) months of the end of the semester the course was taken. Certificate programs that award CEU's or units of measurements are not eligible for this program. The reimbursement payment will be made within 30 days of the date the employee submits the information required for processing.

D. Development and Training Funds: The College shall annually budget five thousand dollars (\$5000) for group development and training workshops. The workshops shall be planned each year by a committee of four employees appointed by the Supportive Staff Association and one administrator appointed by the Associate Vice President of Human Resources. The Committee will forward its suggestions to the Associate Vice President of Human Resources for approval. Funding will be tentatively divided evenly between clerical employees and physical plant employees. However, the Committee may recommend events for the whole group. Unexpended Development and Training Funds shall not be carried forward from one budget year to another.

Employees who pay course fees, as defined in "A" above (effective Fall semester 2008) or qualify for tuition reimbursement, as defined in "D" above, may apply for unexpended Development and Training Funds on June 1st of each budget year. Reimbursement for Ocean County College course fees or the tuition costs which exceeded the prevailing Kean University tuition rate(s) or for textbooks associated with approved coursework, the Thomas Edison State College Annual Enrollment Fee or other non-reimbursed educational costs, shall be awarded on a prorated basis to those who have made application by June 1st.

E. Interest-free Loans: Employees may secure an interest-free loan against they/their current annualized wages for the purpose of pursuing additional undergraduate/graduate study. Employees must submit evidence with the loan

application that he/she is registered for undergraduate/graduate study in a regionally accredited institution of higher education to be eligible to receive an interest-free loan. A maximum of five percent (5%) of the employee's annualized wages may be owed at any one time. Such advances may be made only during the period when the employee is actively employed and shall be limited to two such advances during a budget year. The total amount advanced shall be repaid by equal wage/salary deductions over the balance of the budget year in which the loan occurs. Upon discontinuation of active employment, any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from they/their pay.

ARTICLE XVI

Salaries

A. Annual Salary Increase: The hourly salary of each Association member will be increased by the percentage indicated below on the identified effective date:

Effective Date	Percentage		
7/1/2022	3.95%		
7/1/2023	3.76%		
7/1/2024	3.54%		

B. Wage/Salary Placement Ranges: All newly hired employees shall be employed within the prevailing minimum wage/salary for their job classification, in accordance with Appendix C.

C. Salary Increase Eligibility: To be eligible for the annual salary increase, an employee must be employed prior to May 1st of the year in which the increase is scheduled.

D. Withholding Salary Increases: The College may withhold, for ineffectiveness or other good cause, the salary adjustment of any employee. Notice of the intention to so withhold an adjustment shall be given in writing to the affected employee, with reasons, at least thirty days (30) prior to the action. The employee may appeal such action through the grievance procedure provided in this Agreement.

E. Method of Payment: Effective July 1, 1983, a one-week pay deferral will be instituted and payments issued to each employee every other Friday. The pay period begins 12:01 AM on Saturday and ends fourteen days later on Friday at midnight. All employees are required to select at least one financial institution for the direct deposit of paychecks.

F. Longevity Recognition Awards: Employees are eligible to apply for a Longevity Award upon the fifteenth (15th), twentieth (20th), twenty-fifth (25th) and thirtieth (30th) anniversary date of employment at Ocean County College. Individuals employed after February 27, 2014 will not be eligible for a longevity award. The amount of the award is five hundred dollars (\$500) for full time employees, and will be prorated for part time employees. Longevity awards will be added to the base salary. Eligibility also requires that the employee have no more than two (2) formal disciplinary actions during the previous five years. Employees who reached their fifth (5th) or tenth (10th) anniversary date of employment between July 1, 2017 and September 28, 2017 are eligible to apply for a longevity award.

An employee in a furlough or layoff status shall remain eligible for a longevity award assuming all other requirements are met.

For the purpose of Longevity, time employed in Reserve, and/or other intermittent employment positions shall not be considered.

G. Equivalent Annual Base Calculation: Annual base salary shall be calculated by multiplying the hourly wage by 1820 hours for Secretarial/Clerical employees and by 2080 hours for Crafts Workers, Grounds Workers, HPE Attendants, Office Services Workers and Security Officers.

H. Boiler Operator License Stipend: New employees who are hired into positions which require a boiler operator's license shall be employed at a rate of pay which is \$250.00 above the entry level wage/salary placement in effect at the time of hire.

Current employees who are asked to obtain the New Jersey Black Seal Low Pressure Boiler Operator's license after initial hire shall be entitled to \$250.00 added to their current base salary.

Individuals must maintain a valid New Jersey Black Seal Low Pressure Boiler Operator's License in order to qualify for this additional \$250.00. This amount will be prorated during the first and last years of employment, during periods of extended absences and for months in which a license is not current or valid. All costs associated with obtaining and maintaining this license shall be paid for by Ocean County College.

I. Commercial Driver's License (CDL) Stipend: New employees who are hired into positions which require a Commercial Driver's License (CDL) shall be employed at a rate of pay which is \$250.00 above the entry level wage/salary placement in effect at the time of hire.

Current employees who are asked to obtain a Commercial Driver's License (CDL) after initial hire shall be entitled to \$250.00 added to their current base salary.

Individuals must maintain a valid Commercial Driver's License (CDL) in order to qualify for this additional \$250.00. This amount will be prorated during the first and last years of employment, during periods of extended absences and for months in which a license is not current or valid. All costs associated with obtaining and maintaining this license shall be paid for by Ocean County College.

J. Pay Adjustments for Added Duties: Occasionally, it becomes necessary to assign additional responsibility to an employee, either on a temporary or a permanent basis. When this occurs the area Vice President and the Associate Vice President of Human Resources shall evaluate the impact of the additional responsibility. Issues of consideration shall include, (a) additional duties added to

the employee's responsibility, (b) responsibilities for which the employee is relieved, (c) comparative compensation information, and (d) any other information which is deemed relevant. Pay adjustments shall not occur for coverage of employees who are on approved vacation/sick leave, except as set forth in Article XVI, Section J above. The area Vice President and the Associate Vice President of Human Resources shall submit a recommendation for a pay adjustment, based on the evaluation, to the President for their consideration. The Associate Vice President of Human Resources shall notify the supervisor and the Human Resources Department regarding the disposition of the President's decision. This section shall supersede Board Policy/Procedure #3311.

K. Weapon Carrying Stipend: Effective July 1, 2022, currently employed Security Officers who have met the College's criteria for carrying a weapon on campus and have agreed to carry that weapon while on duty will receive a one-time increase to base pay in the amount of \$1.00 per hour. Security Officers hired after July 1, 2022 will be eligible for a one-time increase of \$3.00 per hour to starting base pay.

Appropriate documentation/authorization, as determined by the College, will be kept on file in the Office of Security and Safety and monitored for currency. In the event appropriate documentation is not submitted, or existing documentation has expired, the weapon-carrying stipend shall be removed from base pay. Security Officers, who after receiving the one-time increase, later determine they don't want to carry a weapon while on duty, must notify their Supervisor in writing, as soon as possible. The weapon-carrying stipend shall be removed from base pay following this notification.

ARTICLE XVII

Employment Procedures

A. Job Description: There shall be on file in the Office of Human Resources a comprehensive job description of each employee position. Any major change in the assigned duties or responsibilities of any employee position shall be made known to the Association. On the first day of employment each employee shall be given a copy of their job description.

B. Dismissal of Employee: A two week notice of employment termination will be given by the College. The College retains the right to discipline and discharge for cause. During the 90-day probationary period, employees are not eligible to file a grievance if discharged or disciplined. If a temporarily waived job requirement has not been met, the probationary period may remain in effect until such time as the requirement has been satisfied.

C. 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 their position, and (c) who is dismissed for cause.

D. Resignation: Any employee who is resigning from their position shall give two (2) weeks written notice to their immediate supervisor. 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.

E. Vacancy Postings: Vacancies in the Association unit will be posted on the College web site, the two Association bulletin boards, the facilities building bulletin board, and outside the Human Resources Office for a minimum period of five (5) work days and will include a summary of job duties, work location, work schedule, classification and job title. Members of the Association unit who are applicants will be notified by the Human Resources Department, of the disposition of their application within a reasonable amount of time after a final selection is made. Each employee applicant not selected, shall, upon request receive a written explanation from the Associate Vice President of Human Resources.

F. Job Reclassification: Ocean County College recognizes that job responsibilities may increase over time to the extent that a higher job classification is justified. Association job reclassifications shall be limited to the pay grades represented within this bargaining unit only.

1. Procedures/Eligibility:

- a.** The immediate supervisor may submit a recommendation to reclassify a job to the area Vice President and the Associate Vice President of Human Resources.
- b.** Complete documentation to support the criteria cited below shall be prepared by the immediate supervisor, including a proposed job description.
- c.** Candidates for job reclassification shall be considered by President's Leadership Team (PLT) for approval.
- d.** Recommendations approved by the President shall be submitted to the Board of Trustees. Upon approval by the Board of Trustees, the employee shall be reclassified and receive a base salary/wage increase of not less than three percent (3%) nor greater than five percent (5%) to they/their then current base salary/wage or a raise to the adopted minimum of the new classification (whichever is greater) including retroactive pay, if approved. The decision of the President regarding the percent of increase shall not be subject to the grievance procedure of this Agreement.
- e.** The Associate Vice President of Human Resources shall communicate the final disposition, including reasons, of all recommendations to the appropriate parties, in writing.

2. Criteria for Job Reclassification: The following criteria shall be used by Senior Staff in assessing candidates for job reclassification:

- a.** Evidence of substantial increases in job responsibility must be submitted to justify a job reclassification. This must be evidence of new or additional responsibility. Re-alignment of duties within a department shall not be considered sufficient to justify a reclassification.
- b.** New responsibility must be in addition to existing responsibility. Job responsibilities shall also be examined to identify responsibilities which have been removed from the employee's overall duties.
- c.** The overall responsibility of the employee must be comparable to the responsibility of those employees in the proposed higher job classification. This shall be considered the most important criteria.

d. A comparative analysis of the proposed job classification shall be considered. This analysis shall be provided by the Human Resources Department.

e. When the job reclassification analysis is completed, the overall employment record of each candidate shall be reviewed. Wage/salary increases shall be withheld for any candidate for whom the employment record discloses evidence of concurrent performance problems or deficiencies.

G. Employee Evaluation: All employees will receive an annual evaluation of their job performance for the fiscal year from their immediate supervisor by August 15th of each year. The employee will receive a copy of the evaluation five (5) days prior to a discussion of the evaluation, between the employee and the supervisor. If the evaluation is unfavorable, an additional evaluation will be made within three months. All evaluations will be placed in the employee's personnel file. The employee is required to sign the evaluation form. The signature verifies that the evaluation was reviewed with the employee by the immediate supervisor. The signature does not mean that the employee agrees with the evaluation. In the event that an employee disagrees with the evaluation, he/she may submit a written response to be added to the evaluation within ten working days and filed in the personnel file. An Association representative will sign the evaluation to verify it was presented to the employee, when an employee refuses to sign.

Evaluations will also be completed at the end of the 90-day initial employment probationary period.

H. Personnel Files: An Association employee may request to view their personnel file by submitting a written request to the Vice President, Assistant Vice President or designee of Human Resources. The employee will be scheduled within forty-eight (48) hours to view their file. The employee will be permitted to examine and make one copy per each visit/review of all materials placed in the personnel file. The College reserves the right to require its designee to be present while such file is being inspected or copied. Nothing contained herein will limit the College in the maintenance and retention of other records including, but not limited to payroll and benefits. An employee will be notified whenever a negative entry is added to the personnel file. All entries will include the signature of the issuing authority.

I. 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.

J. Job Transfers: When a vacancy occurs employees shall have the right to apply for a transfer through the Human Resources Department. The Department Administrator and the area Vice President shall consider all relevant factors regarding the transfer candidates. The area Vice President shall have the absolute discretion to approve or reject such request. In the event the position is not filled internally, it shall be advertised externally.

K. Layoffs: 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 their last date of hire. The College shall provide a minimum ninety (90) days' notice of layoff to any 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.

L. Progressive Discipline: Ocean County College follows a four-step corrective, discipline procedure consisting of:

1. Verbal Warning
2. Written Reprimand
3. Suspension or Wage/Salary Reduction
4. Termination

M. Disciplinary Conference: If any employee is brought up on charges, no suspension or discharge shall be put into effect without a meeting between the Associate Vice President of Human Resources (or designee), the supervisor/witness and a notetaker, and the employee, and two (2) appropriate representatives of the Association (one to serve as a notetaker). This provision does not apply when immediate action is required because of the nature of the offense, but every effort will be made to provide such a meeting.

The application of this policy shall be consistent and in accordance with the specific procedures set forth in Appendix C.

N. New Hires/Appointments: The College shall furnish to the Association the names and addresses of all new Association members within 10 business days of official appointment by the Board of Trustees.

ARTICLE XVIII

Deduction of Dues from Salaries

A. Employee members may request dues deductions pursuant to New Jersey State Law for the dues of the following organizations: S.S.A.O.C.C. (known as the "Association"), the Ocean County Education Association, the New Jersey Education Association, and the National Education Association. Such authorizations shall continue in effect until formally revoked in writing by the employee and copies thereof delivered to the Association and the Board.

B. Payment of such dues as may be deducted from salaries shall be made payable to the NJEA or designated representative within fifteen (15) days of the end of the month for which dues have been deducted. The Association Treasurer will be provided with a listing of employee dues deductions within fifteen (15) days of the end of the month for which dues were deducted.

ARTICLE XIX

Miscellaneous Provisions

A. Job Actions: There shall be no strikes, picketing, slowdowns, 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.

B. Labor Agreement Reproduction: A current labor agreement will be posted on the College web site for Association members. Newly hired employees in the Association unit will receive a current labor agreement during their in-processing session with the Human Resources Department. The College shall bear all costs and responsibility for printing copies of the Agreement for newly hired employees.

C. Release Time: The Supportive Staff Association President, First Vice President, Second Vice President, Secretary, and Treasurer shall each be provided one (1) hour of paid released time, every other week, to conduct Association business. The scheduling of released time shall be by mutual agreement between each officer and their immediate supervisor.

Article XX
Agreement Ratification

IN WITNESS WHEREOF, this agreement will be effective from July 1, 2022, and will continue in effect through June 30, 2025, unless the Supportive Staff Association and the College mutually agree in writing to an extension of its duration.

FOR THE BOARD:



Jerry J. Dasti
Chair, Board of Trustees



Stephan R. Leone
Secretary, Board of Trustees



John H. Larson, Ph.D.
President



Sara Winchester
Executive Vice President
Finance and Administration



Tracey Donaldson
Associate Vice President, Human Resources

7/28/2022

Date Approved

FOR THE ASSOCIATION:



David Rotan
President, Support Staff Association



Christopher Petrich
Support Staff Association Negotiating Team



Joy Press
Support Staff Association Negotiating Team

7/27/2022

Date Approved

OCEAN COUNTY COLLEGE
APPENDIX A
PROGRESSIVE DISCIPLINE PROCEDURES

A. Notification: When an action(s) of an employee appears to be a violation of College Policy/Procedures, or evidence of ongoing sub-standard work performance is presented, the immediate supervisor shall initiate an investigation. The supervisor shall meet with the employee to inform them, in writing, of the apparent violations or work performance issues and provide opportunity for the employee to respond. The employee has the opportunity to provide information that is relevant to the matter up until the Supervisor completes their investigation and has scheduled a disciplinary meeting. The employee may have a Supportive Staff Association representative present, if he/she chooses, at any meeting related to the Progressive Discipline Procedures, from notification through termination. The supervisor, if they choose, may also be accompanied by another same-unit, supervisory/management employee, who would not later be involved in any grievance or appeal procedure undertaken on the matter at hand, who can serve as a notetaker/witness for the supervisor, to the proceedings of any meetings involving the Progressive Discipline Procedures, from notification through termination.

B. Investigation: The supervisor should conduct an appropriate investigation to learn exactly what happened or what job performance issues exist, keeping notes as to precisely what was said by each person questioned, or evidence identified during the investigation. The following kinds of information should be considered:

1.	What happened?
2.	Who was involved?
3.	When did it happen? (times, dates)
4.	Where did it happen?
5.	Why did it happen?
6.	Is this action habitual or is it an isolated incident?
7.	What is the employee's past overall records?
8.	Are there any mitigating circumstances?
9.	Is the incident or performance issue governed in any manner by a current Board policy or procedure, contract provision or job description
10.	Has adequate training been provided for the employee?
11.	What documents or other forms of proof are available to add to the case file?

C. Decisions and Recommendation: Each case shall be considered individually, based on the facts and circumstances involved. In the event that information gathered during the investigation does not support allegation(s) or claims of job performance issues, the supervisor shall inform the employee, in writing, of this finding. Should the investigation support the allegation of a violation, or evidence of sub-standard work performance, appropriate disciplinary or corrective action shall be taken. In determining the appropriate disciplinary level, the Supervisor should:

1.	Consider the employee's length of service and past conduct record,
2.	Be consistent and even-handed,
3.	Overlook no offense(s),
4.	Emphasize correction of the problem, rather than punishment of the individual, including, where appropriate, providing additional training that may be needed for the employee.
5.	Insure that the employee has the opportunity to maintain they/their self- respect.
6.	Increase disciplinary recommendations progressively, if the problem persists.
7.	As much as possible, determine if the incident/issue is a malicious act, the result of negligence, accidental or a performance error.
8.	Consider how serious the alleged violation, etc. is.
9.	Review how similar violations were handled in the past.

D. Progressive Discipline Steps

Following the investigation into alleged violation(s) or evidence of job performance issues, the Supervisor shall inform the employee of their findings and the disciplinary/corrective action that is to be taken. The supervisor shall schedule a meeting any time there is to be disciplinary or corrective action taken. The employee is entitled to have one (1) representative and the Supervisor may also opt to have one (1) witness/notetaker, as described in Section A above, present for meetings where either Verbal Warnings or Written Reprimands will be discussed or issued. For Disciplinary Suspensions or Terminations, the employee is entitled to have one (1) Association representative and one (1) notetaker in attendance with them and the Supervisor is entitled to have one (1) witness/support representative and one (1) notetaker in attendance with them (see Article XVII – Employment Procedures, M. Disciplinary Conference for further details). It is the responsibility of the employee and the supervisor to promote the timely scheduling of disciplinary meetings and not allow unnecessary delays.

- 1. Verbal Warning:** When the employee is to be given a verbal warning, the supervisor shall schedule a meeting with the employee, present the facts, and allow the employee to respond to them. Every verbal warning should include a notice to the employee that continued violations or instances of job performance issues will result in further disciplinary action. Following the meeting, the supervisor shall issue a memorandum to the employee that documents the verbal warning including violation(s) or job performance issue(s), including time, date and location of both the offense and the meeting, as well as notification that continued and/or further violations will result in further disciplinary action. The employee is required to sign this document to indicate they have been made aware of its contents, as noted on the form. It is understood that the employee's signature does not necessarily denote agreement with the action. This documentation is to be retained by the supervisor (confidentially) and the employee for future reference. No documentation is to be sent to the Human Resources Department.
- 2. Written Reprimand:** Similar to the steps in a Verbal Warning, the Supervisor will schedule a meeting with the employee in order to issue a written reprimand.

An employee may be given a written reprimand if the seriousness of the violation warrants more than a verbal warning, if the matter constitutes a second offense, or if the problematic job performance issue has not been resolved. The written reprimand shall clearly state that violation of College policy/procedure or problematic job performance cannot be allowed to continue and shall state the material facts of the case, nature of the offense or performance issue(s), date, time, and location of the violation, or evidence of the continuing performance issues and a record of meeting(s) held. Documentation of prior verbal warning(s) and/or written reprimands shall be attached to the written reprimand. The employee shall be provided an original copy of the written reprimand and all attachments. The employee is required to sign this document to indicate they have been made aware of its contents, as noted on the form. It is understood that the employee's signature does not necessarily denote agreement with the action. A copy of the written reprimand and all attachments shall be transmitted confidentially to the area Vice President and to the Associate Vice President of Human Resources for inclusion in the employee's personnel file.

- 3. Disciplinary Suspension/Potential Wage/Salary Reduction:** The employee may be given a suspension for a third violation that occurs within a period of twelve months from the date of the most recent written reprimand or if the seriousness of the violation warrants more than a written reprimand, or if the identified problematic job performance continues beyond three (3) months following a written reprimand. A suspension may be for no less than three working days and no more than ten working days, depending on the seriousness of the violation or continuing job performance issue. The supervisor shall schedule a meeting with the employee and present their recommendation for suspension which includes a history of all past violations and a history of the supervisory efforts to correct the problem(s). A detailed documentation of the facts related to the violation shall be attached.

Copies of the recommendation for suspension shall be confidentially transmitted to the employee, the area Vice President, the Associate Vice President of Human Resources, and the President. The President shall decide if the recommendation for suspension shall be transmitted to the Board of Trustees for consideration. At the discretion of the President, a recommendation to reduce the wage/salary of the employee for a period not to exceed one year may be advanced to the Board of Trustees.

- 4. Termination:** In the event efforts at corrective discipline or job performance improvement fail, the final disciplinary action shall be termination from employment. When a supervisor believes termination is appropriate, they shall write a Recommendation for Termination and shall confer with the area Vice President and the Associate Vice President of Human Resources. Complete documentation of the case shall be prepared and presented by the supervisor. A Disciplinary Conference with the employee and all appropriate individuals shall be initiated by the Associate Vice President of Human Resources to present the facts of the case and the Recommendation for Termination. The employee shall be provided the opportunity to respond and shall be provided such other due process

opportunities as may be appropriate. As with all other steps of the disciplinary process, the employee is entitled to representation at this conference.

E. Accelerated Corrective Discipline: Depending on the gravity of the offense, the disciplinary process may be accelerated to any advanced step. The cumulative effect of many kinds of disciplinary problems may justify accelerated discipline.

SUPPORTIVE STAFF ASSOCIATION
APPENDIX B
WAGE/SALARY RANGES

The ranges set forth shall apply only to the hiring of new employees. Any new employee may be granted salary credit within the placement range for previous related experience. The Board of Trustees retains the exclusive right to place newly hired supportive staff within the current placement range. Placement within the hiring range shall not be subject to the grievance/arbitration provisions of this Agreement.

	Pay Grade One		Pay Grade Two	
Effective Date	Min	Max	Min	Max
July 1, 2022	\$ 19.50	\$ 22.50	\$ 17.50	\$ 20.50
July 1, 2023	\$ 20.00	\$ 23.00	\$ 18.00	\$ 21.00
July 1, 2024	\$ 20.50	\$ 23.50	\$ 18.50	\$ 21.50

Effective July 1, 2022, Pay Grade Three is eliminated.

Effective July 1, 2022, all SSA positions with a regular schedule that begins between 3:00 pm and 6:00 am will be in Pay Grade One. Additionally, all SSA positions with a regular schedule that includes a Saturday and/or a Sunday will be in Pay Grade One. Should an SSA member transfer from a shift in which Pay Grade One applies to another shift where it does not apply, the SSA member will retain Pay Grade One status in the new position.

Effective July 1, 2022, all SSA members who are in a position that is classified as Pay Grade Two, shall be reclassified to Pay Grade One after completing three years of service in that position. The change shall become effective on the employee's third anniversary date in that position. SSA members who are in a position that is classified as Pay Grade two on July 1, 2022 and have been in that position for three years or more, shall be reclassified to Pay Grade one on July 2, 2022.

Pay increases associated with pay grade changes effective on July 1, 2022, shall be applied prior to the calculation of salary increases effective on July 1, 2022.

The Supportive Staff Association of Ocean County College
APPENDIX C
Grievance Form

SECTION I: EMPLOYEE INFORMATION AND DATE FILED

EMPLOYEE NAME:	TITLE :	DATE:
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SECTION II: ALLEGATIONS

The following article(s) or College policy(s) are alleged to have been violated:

SECTION III: GRIEVANCE TYPE

INDIVIDUAL ☐

ASSOCIATION ☐

SECTION IV: EXPLANATION OF ALLEGATIONS

For each allegation listed above, describe the action that is believed to be a violation.
Please use table below:

Directions: For each article/College policy violation alleged above write the:

- A. Date the alleged article or College policy was violated
- B. Name of Person(s) alleged to have committed the violation
- C. Describe the action taken or not taken that is alleged to be a violation
- D. Describe what benefits/privileges/entitlements you were denied

Date	Name of Person(s) Alleged to Have Committed Violation	Action Taken or Not Taken	Benefits/Privileges/ Entitlements Denied

SECTION V: RESOLUTION

State remedy sought:

SECTION VI: HEARING LEVEL DATES

This form shall be completed at each step by the Association and re-submitted at the next step, with all responses from each step attached.

Date Filed	Hearing Level	Date of Response
	Level 1 – Department Head	
	Level 2 – Area Vice President	
	Level 3 – President	
	Level 4 – Board of Trustees	
	Level 5 – Arbitration	

SECTION VII: OUTCOME

State the final disposition:

SECTION VIII: DISTRIBUTION LIST

CC: Association
Immediate Supervisor
Area Vice President
Associate Vice President of Human Resources

9.28.17

SUPPORTIVE STAFF ASSOCIATION OF OCEAN COUNTY COLLEGE
APPENDIX D – JOB TITLE LIST

ACTIVE TITLES	INACTIVE TITLES
PAY GRADE I.	
Administrative Assistant I	Crafts Worker I–Auto Mechanic
Automotive Mechanic	Crafts Worker I–Carpenter
Building Maintenance Worker/Custodian I	Crafts Worker I–HVAC
Crafts Worker I–Building Mechanic	Crafts Worker I–Electrician
Crafts Worker I–General Mechanic	HPE Athletic Attendant I
Crafts Worker I–Painter	HPE Athletic Field Attendant I
Crafts Worker I–Plumber	Principal Clerk Typesetter
Grounds Worker/Institutional Repair Worker I	Principal Mail and Stock Clerk
Principal Cashier/Buyer	Shift Sergeant
Principal Bookkeeper	
Principal Medical Receptionist	
Sales/Stock Assistant I	
Secretary I	
Security Officer	
Technical Services Assistant	
PAY GRADE II.	
Administrative Assistant II	Crafts Worker II–Auto Mechanic
Building Maintenance Worker–Custodian II	Crafts Worker II–Building Mechanic
Cashier/Sales Assistant II	Crafts Worker II–Carpenter
Cashier/Stock Assistant II	Crafts Worker II–Electrician
Fine Arts Studio Assistant	Crafts Worker II–General Mechanic
HPE Athletic Attendant II–Gymnasium	Crafts Worker II–Painter
HPE Athletic Field Attendant II	Crafts Worker II–Plumber
Periodicals/Media Circulation Assistant II	Control Clerk
Records/Sales Assistant II	Grounds Worker/Institutional
Secretary II	Repair Worker II
Senior Bookkeeper	Senior Textbook Clerk
Security Officer II	Shipping/Receiving Stock Clerk
Library Circulation Assistant II	
PAY GRADE III.	
Administrative Assistant III	Autocad Clerk
Box Office Assistant	Building/Grounds Apprentice III
Cashier	Cashier/Stock Clerk
Central Receiving Stock Assistant III	Grounds Worker/Institutional
Media Distribution Assistant III	Repair Worker III
Media Production Assistant III	Mail/Stock Clerk
Shipping/Receiving Stock Assistant III	Print Production Clerk
Switchboard Operator/Receptionist	Print Graphic Production Assistant
	Senior Media Circulation Clerk
	Senior Stock Clerk
PAY GRADE IV.	
	Clerk Typist IV
	Data Entry Clerk IV
	Vending Machine Clerk

Appendix E – Progressive Discipline/Corrective Action Form



Progressive Discipline/Corrective Action Notification Form

Name:

Date:

Position:

Department:

Supervisor:

Witness:

Guidance Level

- ☐ Verbal Warning – (Initial conversation re: performance issue(s) took place)
- ☐ Written Performance Notice (State nature of unacceptable behavior and/or performance, improvement sought, methods for improvement, and action that will be taken if no significant performance improvement occurs or behavior infractions are repeated.)
- ☐ Suspension – (include length of time, paid/unpaid status, and if investigatory suspension.)
- ☐ Final Written Performance Notice/Employment Termination Notice

Key Issue(s) Requiring Correction Action

- ☐ Policy/Procedural Transgression
- ☐ Performance Deficiency
- ☐ Behavior/Conduct Infraction
- ☐ Absenteeism/Tardiness

Prior Notifications: (bold or circle level of prior corrective action measures taken.)		
Level of Guidance	Subject	Date
Verbal Counseling		

1 st Written Notice		
2 nd Written Notice		

Incident Description and Supporting Details: (Include: time, place, date of occurrence, people present, organizational impact, specific behavior(s)/performance issue(s) requiring corrective action. Attach additional sheets if area provided on this page and the next is not sufficient)

Measurable/Tangible Improvement Goals:
Training or special direction provided:
Schedule of follow up dates:
Outcomes and Consequences
Positive:
Negative: If after reasonable amount of time has passed and it is determined that the stated performance issue continues at a level that does not meet requirements, more formal disciplinary actions may follow and require the College to make a retention decision.

EMPLOYEE REMARKS (Attach additional sheets if needed)

Employee's signature:

My signature does not necessarily mean that I agree with the findings or the prescribed course of action.

Supervisor's signature:

Date:

Reviewed by Evaluator's Supervisor:

Date:

Vice President/Executive's signature:

Date:

Distribution of copies:

☐ Original/Signed Document to Human Resources

☐ Copy to Employee

☐ Copy to Manager