

*Library Employees  
- December 2012*

**Contract**  
**between the**  
**Ocean County Library**  
**and the**  
**Ocean County Library Employees**  
**Association**  
**Library Assistants and Support Staff**  
**Full-time Unit**

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April 1, 2010– March 31, 2013

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**Article I. Purpose of the Agreement**. This Agreement contains the agreements of the parties regarding wages, salaries, and terms and conditions of employment that shall be binding on the parties for the term of this Agreement.

**Article II. Recognition of the Association**. The Ocean County Library Commission recognizes the Ocean County Library Employees Association as the sole and exclusive bargaining agent for full-time library assistants and support personnel including Account Clerk, Assistant Buyer, Buyer, Assistant Public Information Officer, Assistant Supervising Maintenance Repairer, Clerk Driver, Clerk Typist, Coordinator of Volunteers, Data Processing Technician, Graphic Artist 1, Graphic Artist 2, Graphic Artist 3, Laborer, Library Assistant, , Library Associate, Maintenance Repairer, Program Coordinator – Special Events, Principal Account Clerk, Principal Library Assistant, Principal Technician MIS, Public Information Assistant, Public Information Officer, Security Guard, Senior Account Clerk, Senior Clerk Driver, Senior Clerk Typist, Senior Library Assistant, Senior Maintenance Repairer, Supervising Library Assistant, Systems Analyst, and Technician MIS, but excluding Administrative Clerk (Administration Services), Clerk (Office of Human Resources), Clerk Typist (Office of Human Resources), Library Intern (Public Services), Library Trainee (Public Services), Payroll Clerk (Finance), Personnel Director (Office of Human Resources), Personnel Technician (Office of Human Resources), Principal Clerk Typist (Administration Services), Secretarial Assistant-Steno (Administration Services), Senior Clerk (Office of Human Resources), Senior Clerk Typist (Office of Human Resources), Training Coordinator (Office of Human Resources). All part-time, per diem, and temporary employees are also excluded.

**Article III. No Strike Clause**

A. It is recognized that the need for continued and uninterrupted operation of the Commission's departments is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any members of the Association, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from her/his position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow down, walk-out, or other job action against the Commission. The Association agrees that any such action will constitute a material breach of this Agreement on the part of the Association, its members, and members of the bargaining unit.

C. The Association agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down, or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Association agrees that it will undertake any necessary actions at its own expense to terminate any of the above activities on the part of its members of the bargaining unit.

D. Any activity enumerated above on the part of an Association member or a member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Commission.



#### **Article IV. Management Rights**

A. The Commission hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States. Included, but without limiting the generality of the foregoing are the following rights:

1. all management functions and responsibilities which the Commission has not expressly modified or restricted by a specific provision of this Agreement.
2. the right to establish and administer policies and procedures related to personnel matters, Commission activities, training, operational functions, performance of services, and maintenance of the facilities and equipment of the Commission.
3. to reprimand, suspend, discharge, or otherwise discipline employees.
4. to hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
5. to determine the number of employees and the duties to be performed.
6. to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department, operation, or service.
7. to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, materials, and any other property of the Commission.
8. to determine the number, location, and operation of divisions, departments, work sections, and all other work units of the Commission, the assignment of work, the qualifications required, the performance standards, and the size and composition of the work force.
9. to subcontract for any existing or future services as determined necessary by the Commission.
10. to make or change Commission rules, regulations, policies, and practices consistent with the special terms and provisions of this Agreement; and
11. otherwise to generally manage the affairs of the Commission, to attain and maintain full operating efficiency and productivity, and to direct the work force.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commission shall only be limited by the language of this clause.

C. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Commission on behalf of the taxpayers and that the Commission cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines, or restricts the exercise of any managerial right by the Commission or any of its authorized managerial executives or supervisory personnel.

D. All of the terms and conditions of employment not specifically set forth herein are reserved hereby by the Commission as its management prerogatives and rights.

## **Article V. Grievance Procedure**

### **A. Definitions**

1. **Day.** Calendar day unless otherwise noted.
2. **Grievances**
  - a. **Arbitrable grievance.** A grievance subject to arbitration is an allegation by an employee or the Association that a specific provision of this Agreement has been violated. Only grievances wherein a specific provision of this Agreement has been violated may be submitted to binding arbitration as a final step in the procedure.
  - b. **Class grievance.** A formal grievance by two or more employees.
  - c. **Non-arbitrable grievance.** All other grievances alleging there has been a violation, a misinterpretation, or a misapplication of policies, rules, and administrative decisions may be submitted to all steps of the grievance procedure up to the Library Commission level and the Commission's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.
  - c. **Unit grievance.** Similar to a class grievance, but filed by two or more employees, all of whom are in the same organizational unit.
3. **Grievant.** An employee who files a grievance.
4. **Representative.** A person or agent designated to represent either party in this procedure.
5. **Party in interest.** A person, agent, or agency with an interest in the grievance.

B. Nothing in this procedure shall preclude an employee from exercising her/his legal or Civil Service rights; provided, however, that for any claim arising out of a matter of interpretation or application of a specific provision of this Agreement, this grievance procedure shall be the exclusive process for seeking redress.

### **C. Procedures**

1. Grievances shall be processed promptly and expeditiously.
2. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
3. Formal grievances, answers, and appeals shall be filed in writing.
4. Communications and decisions concerning formal grievances shall be in writing.
5. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two days prior to the hearing.
6. There shall be no additional issues submitted during the grievance process once a grievance has been submitted to the Commission or Library.

7. Failure by the Library to process a grievance within the specified time limits shall render the grievance advanced to the next level.
8. Failure by the Commission to issue a decision within the specified time limits shall render the grievance advanced to the next level.
9. A class grievance shall be filed at Level 2 within ten days of the occurrence of the action leading to the class grievance.

### C. Processing

1. Time Limit. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent of the parties.
2. Level 1. An employee with a perceived grievance shall first discuss it with her/his immediate supervisor with the objective of resolving the matter informally. Failing informal resolution to the employee's or union's satisfaction, the grievance must be filed in writing with the first level supervisor within ten calendar days of the date on which the grievance occurred.
3. Level 2. If the aggrieved person is not satisfied with the disposition of her/his grievance at Level 1 (i.e., immediate supervisor), or if no decision has been rendered within five calendar days after presentation of the grievance to the immediate supervisor, s/he, if desiring to appeal the grievance, must submit the grievance in writing within five calendar days to her/his Branch Manager or Chief Librarian.
4. Level 3. If the aggrieved person is not satisfied with the disposition of her/his grievance at Level 2, or if no decision has been rendered within seven calendar days after the presentation of the grievance, s/he, if desiring to appeal the grievance must advance the grievance in writing within five calendar days to the Director of the Library or her/his designee.
5. Level 4. If the aggrieved person is not satisfied with the disposition of her/his grievance at Level 3, or if no decision has been rendered within ten calendar days after the grievance was submitted to the Library Director, the grievant, if desirous of appealing the grievance, must within five calendar days after a decision by the Library Director or fifteen calendar days after a grievance was submitted to the Library Director, submit an appeal, in writing to the Library Commission. A committee of three members of the Library Commission will schedule a hearing on the grievance and within thirty calendar days after the adjournment of the hearing submit a written decision to the grievant. The decision of the committee shall be final and binding on all matters except allegations that a specific provision of this Agreement has been violated.
6. Level 5. If the grievant is still dissatisfied with the answer received from the Library Commission, and the grievance is a matter of interpretation or application of a specific provision of this Agreement, s/he shall follow the procedure outlined below:
  - a. Within twenty days of the decision of the Library Commission, a grievant may request arbitration of the grievance by filing written notice of the grievant's continued disagreement with the Library Director.



- b. Within five days of such written notice, the grievant shall request a panel of arbitrators be submitted from the New Jersey Public Employment Relations Commission.
- c. An arbitrator shall be selected using the procedures for selection of grievance arbitrators under the rules and regulations of the New Jersey Public Employment Relations Commission.
- d. As soon as practicable thereafter the designated arbitrator shall establish a hearing date and shall conduct such a hearing under the rules of the New Jersey Public Employment Relations Committee, except as provided otherwise herein.
- e. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party. The arbitrator shall not be empowered to rule on more than one grievance submitted to him unless the grievances submitted are related either factually or on the basis of issue or issues presented. A dispute concerning the question of whether the facts or issues presented in more than one grievance are related will be resolved by the arbitrator pursuant to this Article.
- f. The arbitrator shall have no power to add to, subtract from, or alter the language of this Agreement. S/He shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that constitute violations of this Agreement. This arbitrator shall only rule on the interpretation of the clause of the agreement involved.
- g. The arbitrator shall have no power to make an award in any matter which is not within the Commission's power to implement, including monetary awards which require appropriation from governmental agencies other than the Library Commission.
- h. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if her/his decision requires legislative action, such decisions shall be effective only if such legislation is enacted.
- i. The cost of the services of the arbitrator shall be shared equally by parties in interest.

#### D. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Commission's agencies.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association and the Director will distribute the forms as they require these.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
6. Notice of hearings shall be made to the grievant at least forty-eight hours in advance and such hearings shall be held on the Commission's premises.



7. With regard to grievance-related meetings held during normal working hours, the Commission agrees that throughout the prosecution of the grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, one Association representative, and any witnesses who are employees of the Commission. The Union agrees that any excused time in excess of the foregoing will not occur without the approval of the Library Director or her/his designee.

#### **Article VI. Personal Time**

A. Personal time is designed to be used by a full-time employee. Personal time may not be carried over from year to year. Employee requests for personal time shall not be unreasonably denied. Due consideration will be given to the nature of the request.

B. During the first year of employment personal time is earned at the rate of one day for each four months worked, and may only be used as it is earned. Thereafter, the employee may request up to three days (21 hours) per calendar year. (Employees working a 40 hour week are entitled to 24 hours (i.e., equivalent to three eight hour days) per year.) The employee's supervisor must approve such requests in advance.

C. Personal time may be used in increments of one hour.

**Article VII. Productivity.** The Association's employee-officials and all other employees in this bargaining unit agree to cooperate with the Commission and its agents in any productivity program adopted by the Commission concerning members of this bargaining unit. The Association agrees to appoint two persons from its bargaining unit membership to be members on a Commission-appointed productivity committee. The Association agrees that it supports and will cooperate with all efforts of the Commission to increase and improve productivity among members of this bargaining unit.

**Article VIII. Work Rules.** The Commission may, at its discretion, adopt reasonable work rules for the efficient, orderly, and timely completion of assignments performed by members of this bargaining unit. The bargaining agent will be given a copy of any work rules fifteen calendar days prior to the imposition of those work rules and the bargaining agent will be required to make any consultative comments it may have no later than ten calendar days after receipt of the proposed work rules. The Commission will consider the comments of the bargaining agent but the final adoption and implementation of the work rules document will be left to the discretion of the Commission.

**Article IX. Fully-Bargained Clause.** The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

#### **Article X. Employee Rights And Representation**

A. The Library Commission and the Association undertake and agree on their respective behalf that neither shall directly or indirectly discourage, deprive, or coerce any employee of the enjoyment of any rights conferred by law; that neither shall discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in or participation in the activities of the Association, participation in collective negotiations with the Library Commission, or institution of any proceeding affecting the terms and conditions of employment.

B. No employee shall be formally disciplined or formally reprimanded or reduced in compensation without just cause.

C. Whenever any employee is required to appear before the Commission concerning any matter which could adversely affect the continuation of that employee in her/his position or employment or the salary or any increments pertaining thereto, then s/he shall be entitled at her/his option to have a representative of the Association present to advise and represent the employee during such meeting or interview.

D. No material derogatory to any employee's conduct, service, character, or personality shall be placed in her/his personnel file unless the employee is given an opportunity to review the material. The employee shall acknowledge that s/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material.

**Article XI. Discrimination**. The parties agree that they shall not discriminate on the basis of age, sex, race, gender, religion, union membership, or for filing a PEOSHA complaint. The parties also agree that they shall observe all existing state and Federal statutes regarding matters of discrimination.

**Article XII. Seniority**

A. Seniority, which is defined as continuous, unbroken service in a bargaining unit position covered by this CBA, will be given consideration by the employer with respect to promotion as stipulated below. Seniority will be considered broken, for purposes of this article, if any employee covered by this contract:

1. should resign her/his position and not be rehired by said employer within three months of said resignation to a position covered by this CBA;
2. should retire;
3. should suffer a validated dismissal;
4. should request and receive a voluntary transfer out of the bargaining unit; or
5. should be absent without approved leave for more than five days except for extenuating circumstances.

B. The parties agree that lay offs will be processed in accordance with existing N.J. Civil Service rules and regulations, which will take precedence over bargaining unit status.

C. The employer should fill permanent job openings by promoting employees from the next lower job titles, providing those employees possess the requirements enunciated by the New Jersey Civil Service's laws and regulations and are subsequently certified by that Department. In all instances employees promoted must possess the skills, abilities, and knowledges to perform the duties required of the higher rated job. All personnel will be eligible for promotion based upon their skill, knowledge, and ability to perform the work at the discretion of the Library Commission.

D. If there are two or more employees with the equal skill and ability to perform the work, at the discretion of the administration, which may not be arbitrarily withheld, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot per-



form the higher rated job, once promoted to the higher rated job, then said employee will be demoted to the previously held title or an equivalent position and management shall promote the employee which it deems to be next eligible.

E. Vacations. The Library shall attempt to honor all vacation requests when made in accordance with the Ocean County Library Policy and Procedure Manual. Where more than one full-time employee requests vacation for the same time period, the employee with the greatest seniority shall be given preference. All vacation requests must be submitted to the employee's supervisor for approval. For purposes of vacation approvals full time and part time employees will be in separate pools with the full time vacation requests granted prior to the part time vacation requests.

F. For purposes of establishing and recording seniority dates as used in this article, the Library shall discontinue the practice of using the term "leave progression date" when referring to BU seniority.

G. The Office of Human Resources will establish a record to be identified on OceanNet as Seniority (OCLEA/F-t) and shall update the listing twice per contract year. A copy of each updated list will be provided directly to the union.

H. When an employee requests a lateral transfer and is denied same, upon written request to the Director of Human Resources within ten calendar days of the denial, the employee so denied shall be provided with a written explanation of why the Library selected the successful candidate for the position. The employee denied the lateral transfer may, thereafter, request a meeting with the recommending official, a representative of the Office of Human Resources, and a Union representative to discuss the employee's deficiencies (if any) and or other reasons for the non-selection. This discussion may also include suggestions as to future actions the employee may take to improve her/his chances of future lateral transfers and or promotions. Such discussions and the Library's reasons for selection and non-selection shall not interfere with the lawful exercise of the Library's management rights.

**Article XIII. Salaries/Minimum Salary**

A. The following percentage increases shall be applied during the course of the contract as specified. Minimum salaries shall be attached as Appendix A. 2009 minimum salaries will remain in effect from 2010-2013

	<u>4/1/10</u>	<u>4/1/11</u>	<u>4/1/12</u>
1. Library Assistants	0%	0%	0%
2. Senior Library Assistants*	1.5%	1.5%	1.5%
3. Principal Library Assistants*	1.5%	1.5%	1.5%
4. Supervising Library Assistants	1.5%	1.5%	1.5%
5. All other employees*	1.5%	1.5%	1.5%

B. The following entry level titles of Assistant Public Information Officer; Data Processing Technician; Library Clerk Driver; Security Guard; and Systems Analyst; shall receive a salary adjustment of \$1,500 once the following two conditions have been met:



1. N.J. Civil Service permanency in title; and
2. documentation attesting to one full year of satisfactory performance submitted to the Office of Human Resources.

C. The Library shall also provide a yearly stipend of \$500 paid in equal installments to Library Assistants, Senior Library Assistants, Principal Library Assistants and Supervising Library Assistants who maintain a NJ Civil Service Bilingual Communicative Ability Testing certificate (BICAT). Failure to maintain a valid BICAT certificate shall result in loss of the stipend. Employees receiving the stipend shall be required to perform all job functions in English and Spanish at the direction of the Library. Employees are responsible for maintaining their BICAT certificate at their own expense.

D. There shall also be an "In Charge" Stipend of \$40 granted to Senior Library Assistants when left in charge of the branch for their entire shift.

#### **Article XIV. Insurance And Fringe Benefits**

A. The existing fringe benefits in effect for Library Commission employees on the following matters shall continue in full force and effect for the term of this Agreement. For health, surgical, major medical, prescription, and retirement benefits:

1. Effective April 1, 1994, the Commission shall provide medical coverage to Library employees through the New Jersey State Health Benefits Program as supplemented by the N.J. Local Prescription Drug Program and Chapter 88 P.L., 1974, as amended by Chapter 436 P.L., 1981. Health and Prescription insurance coverage becomes effective after completing 60 days of service.
2. The Commission shall not change the health insurance coverages referred to in paragraph A.1, except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the Commission has no control over or any obligations regarding such changes.
3. Eligible employees may change their medical coverage only during the announced open enrollment period of each year (usually in the month of October). The effective date of the new coverage will be January 1<sup>st</sup> of the following year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.
4. Employees shall be eligible for payment for one half of unused sick leave at retirement up to a maximum of \$15,000.
5. Dental coverage. All employees will be eligible for dental coverage on the first of the month after they have completed ninety days of employment. There is a choice of two plans.
  - a. The Traditional Plan (a.k.a., Dental Option Plan) gives the choice of using participating dentists, but provides the option to go out-of-network. This Plan has covered benefit maximum of \$1,000.00 per patient per calendar year combined for all services except orthodontics, which is subject to a separate maximum payment of \$800.00 for covered services during the lifetime of each eligible person. This plan also carries a deductible of \$25.00 per patient not to exceed \$75.00 per family that is not applicable to preventive and diagnostic charges as set forth.

b. Payment under this dental program is made based on the "Usual, Customary, and Reasonable" ("UCR") fees, as determined by the carrier for the following services:

- 1) 100% of UCR fee for preventative/diagnostic services
- 2) 80% of UCR fee for therapy/treatment services
- 3) 50% of UCR fee for prosthodontics and periodontics, inlays, crowns, orthodontic, and oral surgery benefits
- 4) 20% of UCR for fillings (amalgam, one surface), simple extractions and anterior root canal

c. For any of the percentages shown above that are less than 100%, a participating dentist may bill for the difference up to the 100% UCR fee. A participating dentist must accept 100% of the UCR fee as payment in full. If the dentist is not a participating provider, the subscriber is responsible for the difference between the covered expense and the dentist's charge, even if it exceeds the UCR fee. If the dentist charges less than the UCR fee, the Plan will pay the percent shown above of the actual charge.

d. The HMO Plan (a.k.a., Horizon Dental Choice Plan) limits the patient to using participating dentists only. This plan has no covered maximum benefit and does not carry a deductible. However, if the patient or a dependent has dental work in progress, the work must be completed before enrolling in this plan.

- 1) Payment under this plan is 0% with the exception of crowns (porcelain), bridges (pontic gold), full denture (upper), and orthodontics (class I), which are paid at 50%.

6. Vision coverage. All employees will be entitled to an Ocean County Library Vision Service Plan.

B. Any other fringe benefits contained in the personnel policies of the Commission in effect for Library Commission employees in this bargaining unit shall continue in full force and effect for the term of this Agreement.

#### **Article XV. Mileage**

A. Any employee who uses his/her personal vehicle to accomplish requirements of the job outside of Ocean County, if such use is authorized by an appropriate Library Commission supervisor, shall be reimbursed for the actual mileage utilized, based upon odometer readings and adherence to all Library Commission rules and regulations regarding routes utilized and the filing of appropriate vouchers at the current Internal Revenue Service standard rate per mile plus any tolls. All tolls must be accompanied by receipt. Odometer readings must be verified and mileage shall only be for miles actually traveled on Library Commission business and not for any personal business of the employee.

B. In-county travel with personal vehicles is reimbursed annually by a \$40 County travel allowance which will be paid in a December payroll check to members of the bargaining unit employed by the Library Commission on or before the preceding March 31. As of 4/1/2011, the in-county travel rate



shall be increased to \$45 and \$50 as of 4/1/2012. Employees will be reimbursed at the current Internal Revenue Service standard rate per mile for more than 100 miles of in-county travel in one calendar year.

#### **Article XVI. Job Postings**

A. All Library employees are to be notified of job openings and job vacancies prior to the filling of such positions by the posting of notices on the Library electronic bulletin board indicating the type of opening or vacancy that is occurring. It will be the responsibility of the employees in the bargaining unit to read the notice.

B. Such notices shall be posted for ten calendar days.

#### **Article XVII. Bereavement Leave.**

A. All employees shall receive up to 4 days leave time for death of an employee's spouse (or civil union partner), an employee's parents, and an employee's children. All employees shall receive up to four (4) days (twenty-eight (28) hours for thirty-five (35) hour workweek positions; thirty-two (32) hours when assigned to forty (40) hour workweek positions). All employees shall receive up to 4 days leave time for death of an employee's spouse (or civil union partner), an employee's parents, and an employee's children. All employees shall receive up to four (4) days (twenty-eight (28) hours for thirty-five (35) hour workweek positions; thirty-two (32) hours when assigned to forty (40) hour workweek positions). All employees shall receive up to three (3) days (twenty-one (21) hours for thirty-five (35) hour workweek positions; twenty-four (24) hours when assigned to forty (40) hour workweek positions) bereavement leave in the event of the death of a daughter-in-law, son-in-law, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild, aunt, uncle, or any other member of the immediate household. All employees shall be entitled to a leave of one day in order to attend the funeral services of a spouse's aunt, uncle, or grandparent. Unusual family situations in individual cases regarding step relatives, may warrant considering such family member as a member of the "immediate household". The Director, at her/his sole discretion, may grant such leave of absence when the request is made in writing. The employee's supervisor must be advised as soon as possible of the need for such leave. The Library may require proof of loss whenever such requirement appears reasonable. Bereavement leave may be taken in hours.

B. When an active employee passes away the library will allow the co-workers of their immediate work location time off for up to 3 hours to attend their funeral or memorial service and make arrangements for coverage from other locations.

#### **Article XVIII. Union Leave**

A. A total of twenty-five aggregate days per year may be utilized with the permission of the Director for Association business. Such leave shall include time off for Association meetings, conventions, and other Association functions. Such time off shall include time for negotiation sessions, mediation, and fact-finding sessions. No such time shall be permitted for Association business which is conducted primarily on behalf of any other bargaining unit.

B. The employee requesting such leave should file with the Director a written request for such leave at least forty-eight hours in advance of the commencement of the leave. The leave may not commence without the permission of the Director.



## **Article XIX. Holidays**

A. In the first full payroll period of January of each year, the Commission shall publish its schedule of holidays. The holiday schedule may vary from year to year based upon the days of observance that the Commission determines appropriate for that calendar period. The number of holidays granted will be fourteen days per year.

B. If any employee is required by the Commission to work on a scheduled closed holiday, that employee shall be entitled to either compensatory time at the rate of 1-½ hours earned for each hour actually worked during the holiday period (as established above) *or* the employee will be paid in monetary compensation at 1-½ times the employee's regular hourly rate of pay for each hour actually worked during said period.

C. If the Administration, by action of the Ocean County Library Commission, grants additional holidays, such holidays shall be added to the total of the fourteen holidays noted above for that specific year only.

D. For years 2001 and 2002 and beyond there will be eleven holidays designated as "closed day" holidays and three floating holidays.

## **Article XX. Sick Leave**

A. Sick leave shall accumulate at the rate of one and one-quarter days per month in the first year of service, commencing in the first month or major portion thereof from date of hire. It is assumed that the employee shall remain in the service of the Ocean County Library Commission for the remainder of the calendar year and the total number of sick days, pro rated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay of the employee. Sick leave shall accumulate year-to-year with an additional fifteen days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by Ocean County Library employment for which the employee has a claim for Worker's Compensation shall not be charged as sick leave as long as the Worker's Compensation claim is awarded. Any holidays occurring during a period of sick leave, shall not be chargeable to sick leave as long as those holidays are part of the Ocean County Library Commission's annual holiday schedule.

B. Disability occurring outside the employee's employment shall be treated as sick time and charged.

C. Sick Leave may be used in increments of one hour.

## **Article XXI. Longevity**

A. Longevity pay for all classified permanent employees with seven or more years of continuous and unbroken service to the Ocean County Library will be based upon the schedule set forth below. Years of service shall be equivalent to full-time years.

1. Effective January 1, 1992, longevity will be calculated at the following rates:

- |             |                |
|-------------|----------------|
| a. 7 years  | 3.0% of salary |
| b. 12 years | 4.6% of salary |

c. 17 years	5.7% of salary
d. 22 years	6.5 % of salary
e. 27 years	7.3% of salary
f. 32 years	8.0% of salary

**Article XXII. Hours of Work**

A. The workweek for the Ocean County Library shall consist of any thirty-five hour period, excluding Saturday and Sunday, as indicated on the schedule prepared by the Ocean County Library Commission. Overtime shall be paid at the rate of time and one-half after thirty-five hours in a week or after forty hours in a week for employees with a forty hour work week. All overtime must be approved by a supervisor. Time worked in excess of an employee's regular seven or eight hour day shall be compensated with compensatory time earned on an hour for hour basis, *excluding Saturdays, Sundays, and special events.*

B. Employees shall be allowed to accrue a maximum of 21 hours of compensatory time.

C. Saturday Work. An employee who works on a Saturday as a sixth day during the pay week may:

1. take a day off during the same pay week (Thursday through Wednesday) to maintain a 35 hour workweek; or
2. earn comp time or pay for the day.

When choosing the option at subparagraph C.2., it is understood that overtime shall be calculated after 40 hours per pay week, i.e., an employee will either be paid for 43 hours or will be paid for 35 hours and carry over eight hours of earned compensatory time. The pay week shall be defined as Thursday through Wednesday.

D. Prior to the first payday in January each year, employees shall be required to elect to receive overtime compensation for Saturday work either in compensatory time earned (subject to the time limits set forth herein) or cash payment.

E. An employee's request for variant scheduling may be approved by the Management Supervisor upon favorable recommendation of the Department/Branch Head. A variant schedule must be a regular schedule that does not vary from week to week. Time earned in excess of seven hours per day or thirty-five hours per week while on variant scheduling is considered part of the regular work schedule and is never compensated at overtime pay rates.

F. Employees called into work to deal with an emergency situation (building alarms, etc.) outside of regular hours of work are entitled to overtime and will be compensated for a minimum of two hours work time.

G. Employees scheduled to empty bookdrops on days the Library is closed will be paid overtime. In these instances, employees are entitled to a minimum two hour work schedule (e.g., when s/he works the minimum two hour schedule, s/he will be compensated for three hours).



H. The parties agree that the Saturday prior to Memorial Day and Labor Day shall be paid as any other Saturday. Such Saturday assignments shall be staffed first with volunteers and then in reverse order of seniority.

### **Article XXIII. Sunday Hours**

A. It is understood and agreed by and between the parties that the Library anticipates opening on Sundays for regular Library business. It is further understood that Sunday openings will be during the months of September through May.

B. Sunday assignments and compensation will be as follows:

1. All employees shall be paid at the rate of time and one-half for Sunday work.
2. Sundays shall be staffed pursuant to the system established for Librarians.

**Article XXIV. Severability Clause.** If any part, clause, or portion of an article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion, or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

**Article XXV. Temporary Assignment.** Any employee who must work in a higher job classification than his/her present assigned classification for a period in excess of five consecutive working days shall receive the higher of either the minimum rate for the temporarily assigned position or a rate equivalent to an annual increase of 10% for the period of time so assigned. For purposes of this article, temporary assignment does not include replacement for vacation.

### **Article XXVI. Dues Checkoff and Agency Shop (Representation Fee)**

A. The employer agrees to deduct from the earnings of each employee Association member dues and fees when said employee has properly authorized such deduction in writing after ninety (90) days employment. The Association will indemnify, defend, and save harmless the County against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library Commission in reliance upon salary deduction authorization cards submitted by the Association to the Library Commission. The Library Commission will forward all dues deduction monies collected biweekly to the President of the O.C.L.E.A. A list of the names and deductees will be forwarded twice a year to the stewards.

B. The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement or subsequently hired during the term of this Agreement who is not a member of the Association shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments on the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this article.

**Article XXVII. Work Performance.** All employees covered by this Agreement will be expected to perform all duties as assigned by their supervisor. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other functions which may be assigned from time to time by their supervisors or through Employer work rules, personnel regulations or other regulations. It is also recognized and agreed that employees in this bargaining unit recognize the



authority of the Commission to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Commission.

- A. Delivery drivers will receive two library golf shirts and two library sweatshirts with the library logo on them each year.

#### **Article XXVIII. Performance Evaluation**

A. The Employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Employees will be provided with a copy of his/her performance evaluation.

B. Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact the appropriate supervisor for an appointment for such discussion.

#### **Article XXIX. Career Promotions**

A. A \$1,500 increase for promotion from Library Assistant to Senior Library Assistant (and other entry level to senior titles) is authorized for eligible employees. Other titles qualifying for the career promotion and the \$1,500 increase include Account Clerk; Clerk; Clerk Typist; Graphic Artist 1; and Laborer (to the title Maintenance Repairer)). To be eligible for the career promotion the employee must be permanent in the entry level title and be recommended by her/his supervisor, subject to documentation of satisfactory performance in the entry level position at the time of recommended advancement.

B. Promotion to the title of Principal Library Assistant; Supervising Library Assistant; Senior Maintenance Repairer; Graphic Artist III; Principal Account Clerk; Principal Clerk; Principal Clerk Typist; and Public Information Officer will result in a 10% increase to the base salary or the minimum salary for the title, whichever is greater.

#### **Article XXX. Vacations**

A. The Library's vacation program is set forth as follows.

1. Employees in their first calendar year of service will be entitled to one day per month of service up to a total of twelve days.
2. Employees in the calendar years in which their first through third anniversary dates of service occur will be entitled to twelve days.
3. Employees in the calendar years in which their fourth through eighth anniversary dates of service occur will be entitled to fifteen days.
4. Employees in the calendar years in which their ninth through twelfth anniversary dates of service occur will be entitled to twenty days.
5. Employees in the calendar years in which their thirteenth through sixteenth anniversary dates of service occur will be entitled to twenty-two days.
6. Employees in the calendar years in which their seventeenth anniversary date of service and all following anniversary dates of service occur will be entitled to twenty-four days. (Employees earning 25 days vacation in the calendar year 1997 shall continue to do so.)

B. For purposes of this Article, "anniversary dates of service" shall occur every twelve months on the date in which the employee commenced full time service with the Library Commission.

C. It is understood by the parties that vacations are administered on a calendar year basis with eligibility for vacation allowance due January 1 of the same year that the designated anniversary occurs and the employee shall receive the total number of vacation days with no prorating for the year of the anniversary.

D. Each employee will be informed of his/her vacation time. Any employee leaving the service of the Commission shall have unused vacation time paid to him/her; this shall be on a prorated basis. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs. An employee may carry over five (5) vacation days to the next year; additional carry-over vacation time requires the approval of the supervisor. All such carried over time must be used in the second year or it is forfeited without compensation.

E. Vacation may be used in increments of one hour.

#### **Article XXXI. Leave Without Pay (LWOP)**

A. General Policy. Employees may apply for leave without pay. All such requests shall be considered consistent with the uniform rules and regulations of the New Jersey Civil Service Statutes, New Jersey Family Leave Act ("NJFLA"), and Federal Family and Medical Leave Act ("FMLA"). Decisions of management of these matters are final and binding.

B. Use of Vacation and Sick Leave. Any and all employees who seek leave, including leave under FMLA or NJFLA, are required to use all vacation and/or sick time available before any unpaid leave will be provided. As a consequence, and as an example, if an employee has one week of vacation and one week of sick time available to her/his, s/he will have two weeks of paid leave of the total twelve weeks of leave. Moreover, upon her/his return will not be entitled to an additional week of vacation.

C. Notice Provisions, Advance Notice of Leave. All employees must notify the Library thirty days in advance of his or her request to take leave without pay, including FMLA and/or NJFLA leave. Notice need not be given when the need for the leave was not reasonably foreseeable.

D. Health Benefits During NJFLA and or FMLA. When an employee is granted the privilege of leave without pay, health coverage will continue as mandated under the NJFLA and or the FMLA. After that time has elapsed, if necessary, coverage under COBRA may be purchased for the time period allowed by law.

#### **Article XXXII. Safety Committee**

A. The role of this Committee is to investigate safety and employee health issues in the workplace and, as appropriate, evaluate and make recommendations.

B. The Committee will meet as needed but not less than six times a year.

C. Input to the Committee will be solicited by the Committee Chair by a memo to the staff. The library administrative staff person will forward summaries of staff accidents to the Committee.

D. The Committee should identify possible ways to investigate issues and do preliminary investigations to evaluate/prioritize the issues.

E. The Committee should recommend possible remedies as appropriate.

F. The Chair of the Safety Committee will report to library management on a monthly basis – new issues, current investigations and recommendations.

G. The Association shall have the right to appoint one representative from the bargaining unit.

**Article XXXIII. Supervisory Conflicts.** The Association and the members of the bargaining unit agree that in accordance with the opinion of the Attorney General of the State of New Jersey, and the New Jersey Employer-Employee Relations Act, they will engage in no activities that would constitute a conflict of interest with their supervisory duties. The parties recognize that if employees initiate any conflict of interest with their supervisory duties the Commission will take disciplinary action against any employees who undertake such activities.

**Article XXXIV. Sick Leave Buy Back Program**

A. **Purpose.** The purpose of the Sick Leave Buy Back Program is to encourage employees to make judicious use of their annual sick leave allotment by providing a financial incentive.

B. **Eligibility.** In order to participate in this Program, an employee must satisfy all of the following conditions:

1. Must be an active employee of the Commission or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must be credited with at least 60 days of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.
4. Must have used not more than seven days of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

C. **How the Program Works**

1. During January of each year, an eligible employee may request in writing (on a form designed for that purpose) that s/he be compensated for between four and nine days of earned and unused sick leave.
2. Compensation may be computed at the rate of fifty percent of the daily base wage on the date of application times the days to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this program or choose not to participate in it shall continue to earn, use, and accumulate sick leave in accordance with New Jersey Civil Service rules and regulations.



**Article XXXV. Examination Time Off.** Employees who are provisionally serving in a position for which an open competitive or promotional examination is scheduled, or who are eligible to take a promotional exam for the next title in sequence, may leave work for up to two and one half hours on the day of the examination. Eligibility for promotion is defined as permanency in existing title for the required period of time as determined by N.J. Civil Service.

**Article XXXVI. Joint Management Labor Committee**

A. Section 1. The Commission and the Union agree to establish a "Labor Management Committee."

B. Section 2. The Union shall be entitled to assign no more than two Union members from each collective bargaining unit to the Committee.

C. Section 3. The Committee will meet at mutually agreed upon dates and times, but no less than twice a year.


D. Section 4. The Union will submit items they want placed on the agenda no later than three work days prior to the scheduled meeting to the Library Director or designee. The Library will also supply a list of agenda items to the Union representative no later than three work days prior to the scheduled meeting. The representative from the Library will ensure that the agenda is distributed to all committee members prior to the meeting.


E. Section 5. It is understood that any discussion and/or recommendation of the Committee is non-binding on any party or individual and is solely advisory.

**Article XXXVII. Duration.** This Agreement shall be in full force and effect from April 1, 2010 until March 31, 2013.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 18 day of May, 2010.

**Ocean County Library  
Commission**


  
HENRY J. MANCINI  
Chairman


  
SUSAN QUINN  
Library Director

**Ocean County Library Employees  
Association**

  
THERESA A. RICHARDSON  
President

  
DOLORES PAYNE  
Vice President

  
MARK READER  
Business Agent (J.R.)

  
CAROLL MURRAY  
Recording Secretary

## Minimum Salaries

<u>Title</u>	<u>Effective dates</u>		
	<u>4/1/10</u>	<u>4/1/11</u>	<u>4/1/12</u>
Account Clerk	\$23,000	\$23,000	\$23,000
Assistant Supervising Maintenance Repairer	\$35,700	\$35,700	\$35,700
Assistant Public Information Officer	\$36,500	\$36,500	\$36,500
Buyer	\$36,500	\$36,500	\$36,500
Clerk	\$23,000	\$23,000	\$23,000
Clerk Typist	\$23,000	\$23,000	\$23,000
Coordinator of Volunteers	\$36,500	\$36,500	\$36,500
Graphic Artist I	\$28,000	\$28,000	\$28,000
Graphic Artist II	\$29,500	\$29,500	\$29,500
Graphic Artist III	\$36,500	\$36,500	\$36,500
Laborer	\$25,000	\$25,000	\$25,000
Library Assistant	\$23,000	\$23,000	\$23,000
Library Clerk Driver	\$23,750	\$23,750	\$23,750
Maintenance Repairer	\$28,000	\$28,000	\$28,000
Network Administrator 1	\$52,000	\$52,000	\$52,000
Network Administrator 2	\$58,250	\$58,250	\$58,250
Principal Account Clerk	\$31,500	\$31,500	\$31,500
Principal Account Clerk Typing	\$31,500	\$31,500	\$31,500
Principal Clerk Typist	\$31,500	\$31,500	\$31,500
Principal Library Assistant	\$31,500	\$31,500	\$31,500
Principal Technician MIS	\$39,500	\$39,500	\$39,500
Program Coordinator, Special Events	\$36,500	\$36,500	\$36,500
Security Guard	\$23,750	\$23,750	\$23,750
Senior Account Clerk	\$25,000	\$25,000	\$25,000
Senior Clerk	\$25,000	\$25,000	\$25,000
Senior Clerk Typist	\$25,000	\$25,000	\$25,000
Senior Library Assistant	\$25,000	\$25,000	\$25,000
Senior Library Clerk Driver	\$25,250	\$25,250	\$25,250
Senior Maintenance Repairer	\$29,500	\$29,500	\$29,500
Supervising Library Assistant	\$36,500	\$36,500	\$36,500
Supervising Maintenance Repairer	\$38,600	\$38,600	\$38,600
Systems Analyst	\$41,000	\$41,000	\$41,000
Technical Assistant MIS	\$32,100	\$32,100	\$32,100
Technician MIS	\$36,000	\$36,000	\$36,000