

CONTRACT
BETWEEN
THE
OCEAN COUNTY LIBRARY
and the
OCEAN COUNTY LIBRARY EMPLOYEES ASSOCIATION
LIBRARY ASSISTANTS and SUPPORT STAFF UNIT
(Part-Time Unit)

April 1, 2013 – March 31, 2016

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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 part-time employees in the following titles: Library Assistant, Senior Library Assistant, Clerk Driver, Senior Clerk Driver, Clerk Typist, Senior Clerk Typist, Account Clerk, Senior Account Clerk, Public Information Assistant, Graphic Artist 1, Graphic Artist 2, Maintenance Repairer, Senior maintenance repairer, and Security Guard.

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 or any members of the Association, or 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 his/her 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. And otherwise to generally manage the affairs of the Commission, 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 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 Level 4, and the Library Commission/Hearing Officer's decision rendered at Level 4 shall be final and binding. These non-contract grievances may not be submitted to binding arbitration.

3. Grievant – An employee who files a grievance.
4. Representative – A person or agent designated to represent either party in the 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 his/her 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 (2) 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. Class grievance shall be filed at Level 2 within ten (10) days of the occurrence of the class grievance.

D. **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 limit 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 his/her 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 within ten (10) calendar days of the date on which the grievance occurred.
3. Level 2 – If the Union is not satisfied with the disposition of the grievance at Level 1 (immediate supervisor), or if no decision has been rendered within five (5) calendar days after presentation of the grievance to the immediate supervisor, the Union, if desiring to appeal the grievance, must submit the grievance, in writing, within five (5) calendar days to his/her Branch Manager or Chief Librarian. Only the Union may appeal grievances beyond Level 1.
4. Level 3 – If the Union is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, the Union, if desiring to appeal the grievance, must advance the grievance, in writing, within five (5) calendar days to the Director of the Library or his/her designee.
5. Level 4 – If the Union is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) calendar days after the grievance was submitted to the Library Director, the Union, if desirous of appealing the grievance, must within five (5) calendar days after a decision by the Library Director or fifteen (15) days after a grievance was submitted to the Library Director, submit an appeal, in writing to the Library Commission.
6. Any matter appealed to the Library Commission shall be heard by a Hearing Officer appointed by the Library Commission. The Hearing officer shall issue a decision on the appeal within thirty days of submission, unless the time frame is extended by mutual agreement from the Union and Library. The decision of the Hearing Officer shall be final and binding on all matters except allegations that a specific provision of this Agreement has been violated.
7. Level 5 – If the Union is still dissatisfied with the answer received from the Library Commission/Hearing Officer, and the grievance is a matter of interpretation or application of a specific provision of this Agreement, the Union shall follow the procedure outlined below:
 - a. Within twenty (20) days of the decision of the Library Commission, the Union may request arbitration of the grievance by filing written notice of the Union's continued disagreement with the Library Director.

- b. Within ten (10) days of such written notice, the Union 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 (1) 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. 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 his/her 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.

E. 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 (48) 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 and one (1) 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 his/her designee.

ARTICLE VI **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 (15) 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 (10) 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 VII **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 VIII
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 his/her position or employment or the salary or any increments pertaining thereto, then he/she shall be entitled, at his/her 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 his/her personnel file unless the employee is given an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her 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 IX
DISCRIMINATION

The parties agree that they shall not discriminate on the basis of age, sex, race, gender, religion, or union membership. The parties also agree that they shall observe all existing state and federal statutes regarding matters of discrimination.

ARTICLE X
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 and assignment to full-time positions as stipulated below. Seniority will be considered broken, for purposes of this clause, if any employee covered by this contract:
1. should resign his/her position and not be rehired by said employer within three (3) months of said resignation to a position covered by this CBA; employees who return to a position covered by this CBA will retain their seniority, the date to be adjusted for the time not employed in a covered position;
 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 leave for more than five (5) days except for extenuating circumstances.
- B. The parties agree that layoffs will be processed in accordance with existing New Jersey Civil Service rules and regulations, which will take precedence over bargaining unit status.
- C. Promotions. The parties agree that when filling vacant positions by means of promotion, the paramount objective is to select the best qualified candidate. When a response to a posting for filling permanent jobs results in at least three qualified, promotion-eligible bargaining unit members, the employer will give consideration to filling said vacancies by promotion employees from the next lower job titles, providing those employees possess the requirements enunciated by the New Jersey Civil Service Commission's regulations, are deemed the most qualified by the Library Commission, and are subsequently certified by the Department. In all instances, preferred candidates must possess the skills, abilities, and knowledge required to perform the duties and responsibilities required of the vacant job as determined by the Library Commission in accordance with the qualifications and eligibility requirements for assignment (i.e., promotion, reassignment, transfer, or voluntary demotion) or appointment established by the New Jersey Civil Service Commission.
1. If there are two (2) 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 perform 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 best qualified.

2. Seniority, which is defined in section A., will be given consideration by the employer with respect to promotions or assignments to full-time positions. Part-time employees shall be entitled to 50% of the continuous part-time employment for purposes of seniority and referred on list in which their pro-rated seniority is merged with full-time employee seniority when bidding for reassignment or promotion to full-time positions.
- D. Vacations – When more than one (1) employee requests vacation at a job location for any particular date(s), the Library shall endeavor to honor all vacation requests. However, when vacation cannot be granted to all employees requesting vacation for a particular period, the employee with the greater seniority within the bargaining unit shall be granted her/his vacation request first, but only after all requests for the same dates submitted by members of the full-time unit have been accommodated.
- E. Part-time employees must work the regular base number of hours per week approved by resolution of the Library Commission. The minimum number of hours that can be scheduled is seven (7) hours per week and the maximum is twenty-one (21) hours per week. Upon supervisory approval employees may be allowed to work additional hours on an intermittent basis to cover workplace exigencies, not to exceed a maximum of 28 hours per week. Hours worked during the year in excess of the part-time schedule approved by resolution of the Library Commission will not result in additional vacation or sick time in excess of the allocation awarded at the beginning of the year.
1. Typically, for employees in this unit the work week will include evening and weekend hours in the performance of their routine and recurring duties and responsibilities.
 2. With advance notice and at the discretion of the supervisor or subject to supervisory approval, employees may be scheduled/permitted to work outside the usual hours of operation for special Library events, such as programs, exhibits, etc...
- F. For employees whose status changes from part-time to full-time, they shall be entitled to 50% of their part-time seniority for purposes of establishing continuous service for longevity and seniority in the full-time unit.

- G. 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.
- H. The Office of Human Resources will establish a record to identify 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.

ARTICLE XI
SALARIES/MINIMUM SALARY

- A. Upon satisfactory completion of one full year of service, persons serving in entry level titles which do not offer promotional opportunities shall be eligible for a salary adjustment of \$1,500.00 (prorated, based on their work schedule as a percentage of a full-time schedule) once the following conditions are met:
 - 1. New Jersey Civil Service Commission permanent status in title; and
 - 2. Documentation attesting to one full year of satisfactory performance.
- B. Salary Increases. The following percentage increases shall be applied during the course of the contract as specified:
 - 1. Effective and retroactive to April 1, 2013, all members of the bargaining unit shall receive an increase of 1.5%
 - 2. Effective and retroactive to April 1, 2014, all members of the bargaining unit shall receive an increase of 1.5%
 - 3. Effective April 1, 2015, all members of the bargaining unit shall receive an increase of 1.5%

ARTICLE XII
MILEAGE

Employees will be entitled to mileage reimbursement to cover changes in work location during the workday. Employees 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 rate 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.

ARTICLE XIII
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. All notices shall be posted for seven (7) days. In the event a job posting notice is listed at a time when a qualified candidate is out on authorized sick, vacation, or personal leave and the deadline for such application passes while the employee is out on authorized sick, vacation, or personal leave, said employee will be allowed to apply for the position upon return from the leave. The time frame for said employee's application will be extended only to an amount equal to the number of days he/she was on authorized sick, vacation or personal leave. The additional time does not apply to anyone on extended leave (more than 10 days), and only applies to those out on approved sick, vacation, or personal leave.

ARTICLE XIV
UNION LEAVE

- A. A total of ten (10) 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 (48) hours in advance of the commencement of the leave. The leave may not commence without the permission of the Director.

ARTICLE XV
SENIORITY STIPEND

- A. Each part-time employee, upon completion of three years of unbroken service in a qualifying position with the Employee shall receive an additional annual payment of \$250.00.
 - 1. Effective December 2012 this payment shall increase to \$300.00.
- B. Said payment will be earned upon the first day of the fourth year of service, but will be paid in the month of December of the calendar year during which it was earned.

- C. The date of hire of an employee shall establish the eligibility to receive the payment. The employee must be in a qualifying part-time position in December to be entitled to the payment for that calendar year.

ARTICLE XVI
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. Sunday assignment and compensation will be as described below.
- B. Sunday assignments and compensation will be as follows:
1. A schedule of Sunday openings shall be posted three months in advance. Such schedule shall indicate titles, duties, and level of staffing required for each Sunday.
 2. Staff members shall be invited to volunteer for any duty for which the staff member is qualified for any Sunday. In the event more staff members volunteer than are required, assignments shall be made in seniority order, beginning with the most senior staff. After all volunteers have had one such assignment, the process shall commence again beginning with the most senior staff members. This method of selecting shall be used for all voluntary assignments.
 3. In the event there are insufficient numbers of volunteers, staff shall be assigned in reverse seniority order until each member has had a minimum of one Sunday assignment either on a voluntary or involuntary basis. After all staff have had one such assignment, the process shall be repeated beginning with the least senior staff members. This method of selection shall be used for all involuntary assignments. All members shall be eligible for voluntary and involuntary assignments regardless of their normal work location provide they are qualified to perform the duties required.
- C. The Library retains its right to hire employees to work on Sundays as a part of the employee's regular workweek schedule.

ARTICLE XVII
SEVERABILITY CLAUSE

If any part, clause, portion of 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 XVIII
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 XIX
WORK PERFORMANCE

- A. 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.

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

ARTICLE XX
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. Each employee 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 XXI
VACATIONS

- A. Part-time employees are entitled to prorated vacation time based on the number of years of service as a part-timer. The prorated program will have anniversary dates as established below. The Library's vacation program is set forth as follows:
1. First year of service through seventh year, 12 days prorated
 2. Eighth year of service through seventeenth year of service, 15 days prorated
 3. Eighteenth year of service through twenty-fifth year of service, 20 days prorated
- B. The following table shows annual allocation of vacation leave based on work schedules authorized by the Library Commission

<u>Scheduled</u> <u>Hours per Week</u>	<u>12 Days, Prorated</u> <u>(Hours earned)</u>	<u>15 Days, Prorated</u> <u>(Hours earned)</u>	<u>20 Days, Prorated</u> <u>(Hours earned)</u>
7	17	21	28
8	19	24	32
9	22	27	36
10	24	30	40
11	26	33	44
12	29	36	48
13	31	39	52
14	34	42	56
15	36	45	60
16	38	48	64

17	41	51	68
18	43	54	72
19	45	57	76
20	48	60	80
21	50	63	84

- C. Changes to vacation leave necessitated by adjustments to part-timer work schedules authorized by the Library Commission after an allocation has been made at the beginning of a calendar year will be handles as follows:
1. Schedule changes approved during the 1st two quarters of the calendar year will result in a recalculation and reallocation of vacation leave for the remainder of the calendar year.
 2. Changes to leave entitlement necessitated by schedule changes approved on or after July 1st will be addressed and adjusted as necessary in the subsequent calendar year's allocation.

ARTICLE XXII
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 XXIII
SICK LEAVE

- A. Part-time employees are entitled to prorated sick leave based on fifteen days per year. Prorated sick time is earned based on the employee's part-time work schedule approved by the Commission.
- B. If separation occurs before the end of the year, and more sick leave has been taken than earned on the proration basis, the per diem rate of pay for the excess days shall be deducted from the final pay of the employee.
- C. Sick leave shall accumulate year to year with additional hours added based upon the table below:

<u>Hours Schedule,</u> <u>Hours per Week</u>	<u>Annual Sick Leave</u> <u>Allocation (Hours)</u>
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7	21
8	24
9	27
10	30
11	33
12	36
13	39
14	42
15	45
16	48
17	51
18	54
19	57
20	60
21	63

- D. 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.
- E. Disability occurring outside the employee's employment shall be treated as sick time and charged.
- F. Sick Leave may be used in increments of one-half hour (1/2 hour or 0.5 hour).

ARTICLE XXIV
BEREAVEMENT LEAVE

Employees will be given Bereavement Leave of fourteen (14) hours in the event of the death of the employee's spouse (or civil union partner), parent(s), child/ren, grandparent(s), grandchild/ren, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, aunt or uncle.

ARTICLE XXV
PERSON IN CHARGE STIPEND

The Library shall pay a \$40.00 stipend to Senior Library Assistants covered by this contract when left in charge of a Branch Library for an entire shift. The agreement shall not apply to persons in charge of Reading Centers.

ARTICLE XXVI
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 (2½) 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 New Jersey Civil Service.

ARTICLE XXXVI
DURATION


This Agreement shall be in full force and effect from April 1, 2013 until March 31, 2016.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20th day of May, 2014.

**OCEAN COUNTY LIBRARY
COMMISSION**



SAL BAGLIO, *Chairman*




SUSAN QUINN, *Library Director*

**OCEAN COUNTY LIBRARY
EMPLOYEES ASSOCIATION**



THERESA A. RICHARDSON, *President*



MARK READER, *Business Agent*

