

1978 - 1979 CONTRACT
MONMOUTH COUNTY LIBRARY

AND

AFSCME LOCAL #2514

LIBRARY
Institute of Management and
Labor Relations

SEP 10 1979

RUTGERS UNIVERSITY

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A PROFESSIONAL CORPORATION

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PLEASE REPLY TO / WESTFIELD OFFICE

February 13, 1978

Mr. Joseph R. Collins, Sr.
Personnel Director, County of Monmouth
Hall of Records
Freehold, New Jersey 07728

Re: Monmouth County Library and Local #2514

Dear Joe:

Enclosed please find draft of proposed collective negotiation agreement between Monmouth County Library and Local #2514 of the American Federation of State, County and Municipal Employees, AFL-CIO incorporating all items agreed upon during the course of negotiations. Also enclosed please find copy of outline of changes.

Assuming the agreement is ratified by the union membership the agreement will then be submitted to the County Library Commissioners for their approval at its next regularly scheduled meeting. If the agreement is approved by the Commissioners, I have recommended that a resolution be adopted authorizing the Director to execute the agreement.

Your efforts and cooperation with respect to consummating an agreement were appreciated and substantially contributed to a prompt and expeditious resolution of the negotiations.

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK



Peter A. Somers

PAS:im

Encs.

cc: Mr. John H. Livingstone, Jr.
Mrs. Harry M. Swartz

A G R E E M E N T

Between:

MONMOUTH COUNTY LIBRARY

And:

LOCAL #2514 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

Term:

January 1, 1978 - December 31, 1979.

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ARTICLE 1

Preamble

1.1 This Agreement is entered into this 3rd day of March, 1978 by and between MONMOUTH COUNTY LIBRARY, Monmouth County, New Jersey, hereinafter called the "Library" and LOCAL #2514 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union."

1.2 The County endorses the practices and procedures of Collective Bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the Library, acting through the Library Director, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Library.

1.3 The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Library by the Statutes of the State of New Jersey. It is the intention of this Agreement to provide where not otherwise mandated by statutes or ordinances, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interferences with efficient operations of the Library, and provide an orderly and prompt method for handling and processing grievances.

ARTICLE 2

Recognition

2.1 The Library recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and conditions of employment for all its employees in the classifications listed under "Appendix A" attached hereto, excluding Director, Assistant Director, Supervising Librarian, Junior Library Clerks (Pages) and those part-time employees not considered permanent according to Civil Service, and for additional classifications as the parties may later agree to include.

ARTICLE 3

Union Security

3.1 The Library agrees to deduct the regular monthly Union dues of such employees from his pay and remit such deductions by the fifteenth (15th) day of the succeeding month to the official designator by the Union in writing to receive such deductions. The Union will notify the Library in writing at least thirty (30) days in advance of any change in dues' structure.

3.2 The Union agrees to indemnify and hold the Library harmless against any and all claims, suits, orders of judgments brought or issued against the Library as a result of any action taken or not taken by the Library under the provisions of the Article.

ARTICLE 4

Hours of Work

4.1 The nature of public library operation requires that the County Library be open to serve the public, evenings and Saturdays. The hours from 9:00 a.m. to 9:00 p.m., Mondays through Fridays, and 9:00 a.m. to 5:00 p.m. Saturdays are considered normal working hours by the profession and are to be so regarded by the Library and the Union.

4.2 The standard straight-time workweek is thirty-five (35) hours. Any employee who continues to work less than thirty-five (35) hours per week will be considered as a part-time employee. Employees who work beyond thirty-five (35) hours shall receive either compensatory time off or, at the discretion of the employer, shall receive pay on a straight-time basis up to forty (40) hours of work. Any employee who works beyond forty (40) hours shall be compensated in payment at a rate of one and one-half ($1\frac{1}{2}$) times base pay. The above will be averaged on a two (2) week basis.

4.3 Employees who work holidays will receive compensatory time off or pay at the rate of time and one-half in addition to holiday pay at the employer's option. Employees who work Sundays will be paid at the rate of one and one-half ($1\frac{1}{2}$) times their regular rate of pay.

ARTICLE 5

Other Compensation

5.1 Employees who use their own car on Library business or to attend meetings as authorized representatives of the Library shall receive mileage at the rate of fourteen cents (14¢) per mile from the Headquarters Library to the meeting and return.

5.2 The Library will pay necessary tolls, parking fee, registration fees and luncheon, provided necessary documentation is presented in accordance with the Library Policies and Procedures Manual. If the Monmouth County Board of Chosen Freeholders should decide to change the rate per mile for other County employees above fourteen cents (14¢) per mile, the new rate shall be applied to Library employees.

5.3 Attendance at the NJLA meetings and compensation for same is governed by the regulations in the Library Policies and Procedures Manual.

ARTICLE 6

Equitable Classification and Salary Assignment

6.1 No person shall be appointed or employed under any title not appropriate to the duties performed nor assigned to perform duties other than those properly pertaining to the position which he legally holds. The Library will attach copies of all job descriptions to the Agreement (Civil Service Job Description).

6.2 Any employee may, however, perform work out of title classification for a reasonable period of time ten (10) consecutive workdays without a change in salary.

ARTICLE 7

Promotion Policy

7.1 To provide incentive for advancement within the job titles as well as incentive for promotion to higher job titles, the Library shall encourage employees to take part in appropriate in-service training. Time spent in attendance of in-service training shall be considered part of the work schedule.

7.2 The Library will circulate a memo listing job vacancies as they occur, which memo shall be posted in Freehold Headquarters Building, the Eastern Branch and all other branch Libraries.

7.3 If the Library Director requests an employee to take courses applicable to his job for the purposes of advancement or promotion, he shall be reimbursed at the rate of up to a maximum of Twenty-five (\$25.00) Dollars per course, payment made upon completion of course and certification of having passed course.

7.4 When a unit employee is promoted to a higher title he shall receive an increment (five percent (5%) of the minimum of the higher range) in the new salary range of that title. If the increment does not place the employee at the minimum of the new range, he shall be placed at the minimum of the new range.

7.5 (a) In the event that the Library intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Library shall invite bargaining unit employees

to make written application for such position.

(b) The Library shall post a notice of such available position for five (5) working days on Library bulletin boards. An employee (including those on leave or those who are ill) desiring to apply for such position shall notify the Library Director in writing within such time. The Library shall give careful consideration to all bargaining unit employees applying for the position. In making its decision, the Library shall award the position to the applicant who, in the opinion of the Library, is most able to perform the work. In the event that in the opinion of the Library there is no difference in the ability of one or more such applicants to perform that work, then the Library shall award the position to the bargaining unit employee with the greatest seniority. If the Union desires to submit to the grievance procedure the question of whether any such decision of the Library is arbitrary, it may do so. The successful applicant, if any, shall be awarded the position within ten (10) working days after termination of posting.

(c) The successful applicant, if any, for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Library within thirty (30) working days after the date such position had been filled. Should he fail to perform the job to the satisfaction of the Library, he may be returned to his former job.

ARTICLE 8

Safety and Health

8.1 All full-time employees shall be granted a one (1) hour lunch schedule per day.

8.2 First Aid Kits shall be made available to all branches.

8.3 The Safety Inspector will prepare in detail a handbook for procedure in case of fire or emergency.

8.4 The Safety Inspector and the Union Safety Committee shall meet periodically with the Library heads and discuss suggested safety conditions.

8.5 When working conditions are such that heat and cold make conditions unsafe, the Library Director and the Union Safety Committee shall meet and the Library Director shall determine if such conditions warrant closing of the affected areas. If the Union desires to submit to the grievance procedure the question as to whether or not such decision of the Library Director was arbitrary, it may do so.

ARTICLE 9

Holidays

9.1 The following days shall be recognized as paid holidays for all employees covered by this Agreement:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Washington's Birthday
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

9.2 Any holiday which falls on a Sunday, shall be celebrated on the following Monday.

9.3 Any other holiday granted to other County employees by resolution of the Board of Chosen Freeholders, the Governor of New Jersey, or the President of the United States, shall also be granted.

ARTICLE 10

Vacations

All employees covered by this Agreement shall be entitled to vacation leave with pay as provided herein:

10.1 (a) One (1) working day per month worked during the first calendar year of employment.

(b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service, earned at one (1) day per month.

(c) Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years of service, earned at the rate of one and one-quarter ($1\frac{1}{4}$) days per month.

(d) Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years of service, earned at the rate of one and two-thirds ($1\frac{2}{3}$) days per month.

(e) Twenty-five (25) working days per year after twenty (20) years of service, earned at the rate of two and one-twelfth ($2\frac{1}{12}$) days per month.

Compensation time may not be used as part of the vacation allotment.

10.2 All professional staff covered by this agreement shall be granted a twenty (20) working day vacation annually. All professional

staff shall be entitled to twenty-five (25) working days per year vacation after twenty (20) years of service, earned at the rate of two and one-twelfth (2-1/12) days per month.

Compensation time may not be used as part of the vacation allotment.

10.3 All vacation allotment must be taken during the current working year unless postponement was made at the request of the Library; however, employees in the bargaining unit shall have the option to carry over into the following year not more than five (5) days vacation time which carryover may not be accumulated from year to year.

10.4 Permanent part-time employees shall be eligible for vacation leave on a prorated basis on a direct ratio per the County work schedule.

10.5 If a holiday should fall while the employee is on vacation, one (1) day for each holiday shall be granted in addition to vacation time to the employee involved.

ARTICLE 11

Health and Welfare Plan

11.1 In the event that the Monmouth County Board of Chosen Freeholders implements a dental or drug prescription plan applicable to all County employees after January 1, 1979, then such plan or plans shall also be implemented for the benefit of the Monmouth County Library employees effective upon such implementation by the Monmouth County Board of Chosen Freeholders.

ARTICLE 12

Administrative Leave

All employees shall be granted three (3) administrative days per year non-cumulative.

12.1 Except in cases of emergency, requests for leave shall be made in writing five (5) days in advance and approved in advance. Forms are available from your Department Head.

12.2 Leaves must be used within the calendar year and shall not be cumulative from year to year.

12.3 Administrative leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of emergency.

12.4 Administrative leave may be taken in one-half ($\frac{1}{2}$) day units.

12.5 The Library shall not unreasonably deny employee requests for leave to celebrate religious holidays, which holidays shall be deducted from the employee's administrative leave entitlement.

ARTICLE 13

Bereavement Leave

13.1 Employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive working days to attend the funeral of a person in their immediate family. Immediate family shall be limited to father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, or any relative who had permanently resided in such employee's household. An employee shall submit verification thereof upon request.

ARTICLE 14

Sick Leave

14.1 Sick leave is defined as absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee, or absence caused by death in the immediate family. Eligible employees shall earn sick leave according to the following schedule.

14.2 Sick leave shall be granted to full-time employees on the following basis:

- (1) One (1) day per month worked during the first calendar year of employment; and
- (2) One and one-quarter (1-1/4) days per month worked during each year thereafter.

Sick leave will be accumulative from year to year.

14.3 Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

14.4 Sick leave can be taken in less than full periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half ($\frac{1}{2}$) day, and an absence from work for four (4) hours or more shall be considered as one (1) full day.

14.5 Permanent part-time employees shall be eligible for sick leave on a prorated basis.

14.6 Where the Library has reason to believe that an employee has been abusing sick leave (i.e., where an employee is absent a total of ten (10) days per year), the Library may require proof of illness in such form as the Director may reasonably require.

ARTICLE 15

Accumulated Sick Leave - Retirement

15.1 Subject to the provisions of the New Jersey Pension System, a permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his or her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

15.2 The supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of their retirement, provided, however, that no such supplemental compensation payment shall exceed Twelve Thousand (\$12,000.00) Dollars. This supplemental compensation shall be paid in a lump sum after the effective date of retirement.

15.3 If an employee dies prior to their retirement, the accumulated sick leave benefits due them shall be paid to their legal heir.

ARTICLE 16

Maternity Leave of Absence

16.1 Women employees who are permanent and have completed their working test period may request that earned and unused sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one (1) month after the actual date of delivery upon presentation of a medical certificate.

16.2 Any additional leave may be requested provided that the doctor's certificate sets forth the details of the conditions requiring the additional leave.

ARTICLE 17

Union Rights

17.1 Employees who are selected as delegates to attend Union conventions and conferences shall be granted five (5) aggregate days for the calendar year 1978 and three (3) aggregate days for the calendar year 1979.

17.2 Employees selected to negotiate contracts shall be permitted to do so on Library time without loss of pay. Library staff shall remain at an acceptable level.

17.3 Representatives of the Union, who are not employees of the Library shall be granted visitation rights to the Library for the purpose of consulting with an employee who has a grievance, investigating a grievance and representing an employee at a grievance hearing. Notification of such access shall be requested in writing twenty-four (24) hours in advance through the Assistant Director or Director's office.

ARTICLE 18

Grievance Procedure

18.1 Meaning of Term Grievance - The term grievance shall mean any dispute between the Library and the Union or between the Library and any employee or group of employees within the bargaining units concerning the meaning and application and the alleged violation of the expressed written provisions of this collective negotiation agreement or any inequitable application of the Library's rules, regulations, procedures and policies which have an adverse effect on an employee, group of employees or all employees in the bargaining unit. The term grievance shall also include the discipline of an employee or group of employees up to and including five (5) day suspension. Grievances regarding more severe penalties shall be covered in Section 18.4 of this Article.

18.2 Procedure to be Followed - Such grievances will be handled according to the following procedure:

STEP 1:

Confronted with a problem the grieving employee, with or without his steward, should consult his immediate supervisor about his complaint. The immediate supervisor shall respond within three (3) work days to the aggrieved employee. If the employee has not appealed the decision

within three (3) work days, the grievance will be considered settled. Under STEP 1, the grievance need not be presented in writing and no third party will be brought into the matter.

STEP 2:

If the issue in dispute has not been satisfactorily resolved by the employee's consultation with his immediate supervisor, the grieving employee then, in cooperation with his Union Shop Steward or Union Representative, may refer his problem, in writing, to his first-line supervisor's superior.

The response to the grievance should be forthcoming in writing within three (3) workdays to the grieving employee.

STEP 3:

The grievance shall be deemed satisfactorily resolved under STEP 2 unless within three (3) work days after the decision in STEP 2 has been rendered, the aggrieved employee submits in writing an appeal to the Library Administration addressed to the Director and Assistant Director with a copy to each. The Administration shall conduct a hearing within three (3) days after the receipt of the appeal. At this hearing the

aggrieved employee will appear with such representative as the Union may designate. The Administration will render a written decision within five (5) work days after the conclusion of the hearing.

STEP 4:

The grievance shall be deemed satisfactorily resolved under STEP 3 unless within five (5) workdays after the decision in STEP 3 has been rendered, the aggrieved employee submits in writing, by certified mail, an appeal to the Library Board of Commissioners through the Director or his designee. The Commissioners, or such committee of Commissioners as the Commissioners may designate, shall set aside a reasonable period of time at its next regularly scheduled meeting after the receipt of the written notification, or such other date as may be scheduled by the Commissioners or Committee for the purpose of hearing the grievance. The Commissioners shall notify the grievant and the Union of the date for such scheduled meeting within five (5) days from receipt of the written notification. The Commissioners or Committee of Commissioners shall render a decision to the grievant within fifteen (15) days of such meeting.

STEP 5:

If the grievance involves a violation of terms of this Agreement the Union has the right to request grievance arbitration before a neutral third-party arbitrator to be jointly selected by the Library and the Union. If the parties fail to agree, then an arbitrator will be selected according to the rules and regulations of the Public Employment Relations Commission. The arbitrator's decision will be final and binding. In the event the Union does not submit the matter to arbitration within thirty (30) days from the date the Commissioners render a decision on the grievance or within thirty (30) days of the date that the Commissioners decided not to hear the grievance, the grievance shall be deemed resolved based upon the last decision rendered.

18.3 General Provisions - A grievance must be initiated within five (5) workdays after the event giving rise to the grievance. This and other time limitations stated in this Agreement are of the essence. Under special circumstances, however, the parties to this Agreement, by mutual consent, may extend the time limits. At least three (3) days notice must be given in advance of the hearing.

ARTICLE 19

Discipline and Discharge

19.1 In cases of suspension in excess of five (5) days or dismissal, the Library shall notify the Union of such action in no less than three (3) days.

19.2 Any employee who has completed his probationary period and who is suspended in excess of five (5) days or discharged may file a grievance concerning same. Such a grievance shall be submitted by the Union to the Department Head within two (2) working days. The Department Head, or his representative, shall discuss the grievance within two (2) working days with the employee and the Union Steward or the Union Representative at a time mutually agreeable to the parties. If no settlement is reached at this meeting, the employee retains his right to appeal to the Civil Service Commission under the statutory procedure governing such appeals. In cases of demotion, suspension and other disciplinary action, discipline shall be administered for just cause.

19.3 The Library agrees there shall be no overt discrimination or undue harassment against any employee utilizing the grievance procedure.

ARTICLE 20

Assignments - Transfers - Seniority

20.1 Seniority is defined as an employee's total length of service with the Library beginning with his last date of hire.

20.2 Where ability to perform work and physical fitness are equal as determined by the Library Director, seniority shall be given preference only in promotions, demotions, layoff, recall, vacation schedules.

20.3 The Library shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

20.4 An employee shall be considered as a probationary employee until the completion of three (3) months' employment after successful passage of the employee's civil service examination. Under no circumstances shall a provisional employee be entitled to permanent employment.

ARTICLE 21

Equal Treatment

21.1 The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

21.2 The Library and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE 22

Miscellaneous

22.1 The Library agrees to provide the Union with a Bulletin Board at the Headquarters and Eastern Branch Libraries for the posting of notices of Union meetings, Union elections, Union election returns, Union appointments to office and Union recreational and social affairs. All other notices shall first be presented to the Library Director before posting, for his approval.

22.2 The Library shall make copies of this Agreement so that there will be one (1) for each branch of the Library and for the Union. It is contemplated there will be thirteen (13) copies which will be distributed to the persons or branches of the Library designated by the Union.

22.3 The Library shall appoint a supervisor and supervisor-designate to the Eastern Branch and Headquarters Libraries and extension.

22.4 The Library shall submit a list of all its employees to the Union, with their addresses and their respective supervisors and supervisors-designate.

22.5 The Union may supply membership packets which contain a membership application and any other material mutually agreed to by Monmouth County Library and the Union. The Library agrees to distribute such membership packets to new employees during the initial phase of employment.

22.6 Employees shall have access to their personal files at all times. Employees shall be shown any material that is placed in their file. Employees shall have the right to file a grievance regarding any material placed in their file with which they do not agree.

ARTICLE 23

Management Rights

23.1 It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all its various aspects. Among the rights retained by the Library are its rights to direct the working forces, to plan, direct and control all the operations and services of the Library, to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

ARTICLE 24

Strikes and Lockouts

24.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the employer's work. The employer shall follow the grievance procedure for which provision is made herein and the employer shall not cause any lockouts.

ARTICLE 25

Savings Clause

25.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 26

Termination

26.1 This Agreement shall be in effect from January 1, 1978 and shall continue in full force and effect up to and including mid-night of December 31, 1979.

APPENDIX A

(a) Effective January 1, 1978 all full-time employees shall receive no less than the minimum annual salary set forth for their applicable classification:

Junior Library Assistant -	\$ 5,185.00
Senior Library Assistant -	6,542.00
Supervising Library Assistant -	9,218.00
Library Clerk Drivers -	7,340.00
Library Exhibit Artist -	6,187.00
Senior Library Exhibit Artist -	7,361.00
Supervising Library Exhibit Artist -	9,218.00
Junior Librarian -	9,398.00
Senior Librarian -	11,279.00
Principal Librarian -	13,087.00

(b) Effective January 1, 1978, all employees shall receive a seven and one-half percent (7½%) increase in their annual salary or the minimum for their applicable classification, whichever is higher.

(c) Effective January 1, 1979 all full-time employees shall receive no less than the minimum annual salary set forth for their applicable classification:

Junior Library Assistant -	\$ 5,574.00
Senior Library Assistant -	7,033.00
Supervising Library Assistant -	9,909.00
Library Clerk Drivers -	7,891.00
Library Exhibit Artist -	6,651.00
Senior Library Exhibit Artist -	7,913.00
Supervising Library Exhibit Artist -	9,909.00
Junior Librarian -	10,103.00
Senior Librarian -	12,125.00
Principal Librarian -	14,069.00

(d) Effective January 1, 1979, all employees shall receive a seven and one-half percent (7½%) increase in their annual salary or the minimum for their applicable classification, whichever is higher.

(e) Part-time employees shall receive compensation on a pro rata basis.