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AGREEMENT BETWEEN
MONMOUTH COUNTY LIBRARY
AND
LOCAL #2514, AMERICAN FEDERATION
OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

THIS BOOK DOES
NOT CIRCULATE

1973

PREAMBLE

This agreement is entered into this 25 day
of September 1973 By and between the 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".

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 re-
sponsible and efficient manner and are consonant with the paramount
interests of the Library.

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 orderly and prompt method for handling and processing grievances.

ARTICLE I

RECOGNITION

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 and Junior Library Clerks (Pages) and for additional classifications as the parties may later agree to include.

ARTICLE II

UNION SECURITY

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 30 days in advance of any change in dues' structure.

The Union agrees to indemnify and hold the Library harmless against any and all claims, suits, orders or 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 III

HOURS OF WORK

3.1 The nature of public library operation required 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 Friday 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.

3.2 The standard straight time work week is 40 hours. Those employees who work 32.5 hours per week shall continue to do so. Employees who are scheduled to work on Saturdays shall receive compensatory time off.

3.3 Employees who work Sundays and holidays will receive compensatory time off at the rate of (1-1/2) one and a half time. The regulations for compensatory time will conform to those detailed in the Library Policies and Procedures Manual.

ARTICLE IV

OTHER COMPENSATION

4.1 Employees who use their own car to attend meetings as authorized representatives of the Library shall receive mileage at the rate of 12¢ per mile from the Headquarters Library to the meeting and return. The Library will pay necessary tolls, parking fee, registration fees and luncheon.

4.2 Attendance at N.J.L.A. meetings and compensation for same is governed by the regulations in the Library Policies and Procedures Manual.

ARTICLE V
EQUITABLE CLASSIFICATION
AND
SALARY ASSIGNMENT

5.1 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.

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

ARTICLE VI
PAY SCALES
AND
REMUNERATION

6.1 Pay Scales - All employees covered by this agreement shall receive in addition to their hourly rate of pay a 10% salary increase retroactive to January 1, 1973. The hourly rate of pay of each employee shall be used in determining the amount of raise per employee: Example:

Per week 32-1/2 hrs. 2.48 @ 10% = 24.8¢ per hr. raise

Per week 40 hrs. 2.48 @ 10% = 24.8¢ per hr. raise

6.2 It is agreed that the employer shall only apply 7-1/2% of the agreed 10% retroactive 1-1-73.

The remaining 2-1/2% shall be granted only upon approval by the Wage and Price Board. Upon approval the Employer shall then grant the 2-1/2% raise retroactive to 1-1-73.

ARTICLE VII

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.

ARTICLE VIII

SENIORITY LISTS

A seniority list shall be presented to the Union upon reasonable request.

ARTICLE IX

SAFETY & HEALTH

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

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

9.3 The Safety Director and Fire Marshall will prepare in detail a handbook for procedure in case of fire or emergency.

9.4 The Safety Director and Fire Marshall and the Union Safety Committee shall meet periodically with the Library heads and discuss and implement suggested safety conditions.

ARTICLE X

PAID HOLIDAYS

The paid holidays entitled per year for employees include the following days:

New Years Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

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 XI

VACATIONS

11.1 Employees shall be entitled to earned vacation allotments upon satisfactory completion of six (6) months service.

As set forth in the Personnel Handbook, non-professionals earn a minimum annual vacation of twelve (12) days, with an increase to fifteen (15) days after ten (10) years service, and to twenty (20) days after twenty (20) years service. Vacation time is pro-rated during the first year of service at the rate of one (1) day per month. Non-professionals may use up to three (3) days annually of earned compensatory time to extend the vacation allotment, as authorized in the Library Policies and Procedures Manual.

11.2 Professional staff shall be granted a twenty (20) working day paid vacation annually. For the first year of service vacation time is earned at the rate of 1-2/3 days per month.

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

11.3 All vacation allotment must be taken during the current working year unless postponement was made at the request of the Library. Vacation not used in the current year will be lost to the employee unless such postponement receives Library authorization.

11.4 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 employee involved.

ARTICLE XII

PERSONAL LEAVE

All employees shall be granted three (3) personal days per year non-cumulitive.

12.1 Requests for leave shall be made in writing (5) five 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 Personal leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of emergency.

ARTICLE XIII

SICK LEAVE

13.1 Sick leave shall be granted to employees as set forth in the Personnel Handbook. All unused sick days shall be accumulated year to year.

13.2 Maternity leave shall be granted on request to an employee renewable according to Civil Service Rules.

ARTICLE XIV

UNION RIGHTS

14.1 Employees who are selected as delegates to attend Union

conventions and conferences shall be granted three (3) aggregate days per year, without loss of pay.

14.2 Employees selected to negotiate contracts shall be permitted to do so on Library time without loss of pay. Attempt will be made to select no more than (1) employee from any Department. In any case, Library staff shall remain at an acceptable level.

14.3 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 24 hours in advance through the Assistant Director or Director's Office.

ARTICLE XV

GRIEVANCE PROCEDURE

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.

Such grievances will be handled according to the following procedure:

Step I

Confronted with a problem, the grieving employee, with or without his steward, should consult his immediate supervisor about his complaint. This consultation on an informal basis may prove efficacious; for, in most instances, it is the immediate supervisor who has issued the decision being grieved by the employee. 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 I, 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 two (2) work days 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 the 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 three (3) work days after the decision in Step 3 has been rendered, the aggrieved employee submits in writing an appeal to the Library Board of Commissioners through the Director. The Board or a Committee thereof shall conduct a hearing within five (5) work days after the receipt of the appeal. At this hearing the aggrieved employee will appear with such representatives as the Union may designate. The Board will render a written decision within five (5) work days after the conclusion of the hearing.

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 PERC. The arbitrator's decision will be final and binding.

If the grievance involves a Civil Service question, under Title XI of the New Jersey State Statutes, the matter will be taken to the

Department of Civil Service for decision.

The cost of the fees and expenses for having a grievance arbitrated shall be shared equally by the Union and the Library. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

General Provisions

A grievance must be initiated within five (5) work days 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 be given in advance of hearing.

Grievances Involving Suspensions or Discharges

In all cases of suspension and dismissal, the Library shall notify the Union of such action in no less than three (3) days. Such action shall be subject to "Grievance Procedure".

Any employee who has completed his probationary period and who is suspended 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.

ARTICLE XVI

ASSIGNMENTS - TRANSFERS - SENIORITY

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

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.

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.

Each employee shall be considered as a probationary employee for his first ninety (90) days of continuous service, after which his seniority shall date back to his date of hire. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the Library.

ARTICLE XVII

MILEAGE BENEFITS

17.1 Employees who use their automobiles on Library business shall be reimbursed at the rate of Twelve (12) cents per mile.

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ARTICLE XVIII

EQUAL TREATMENT

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

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 XIX

BULLETIN BOARD

19.1 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.

19.2 The Library shall make copies of this Agreement available to all stewards and officers.

19.3 The Library will appoint a supervisor and supervisor designate to the Eastern Branch and Headquarters Libraries and extensions.

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

ARTICLE XX

MANAGEMENT RIGHTS

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 for and sub-contract 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 of 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 XXI

STRIKES AND LOCKOUTS

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 in 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 XXII

SAVINGS CLAUSE

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 XXIII

DURATION OF AGREEMENT

The provisions of this Agreement shall take effect on January 1, 1973 and shall continue in full force and effect up to and including midnight of the 31st day of December, 1973. Notice by either party to extend, revise or abrogate this Agreement must be made to the other party in writing not earlier than ninety (90) days prior to the thirty first (31st) day of December, 1973, not later than sixty (60) days prior to the aforementioned date.

If such notification is made by either party to this contract, the parties agree to enter into discussion within the sixty (60) day period for the purpose of consultation to determine under what circumstances this contract may undergo revision or amendment instead of termination.

In witness whereof, the parties hereto have hereunto set their hands and seals this 30 day of September 1973.

For the Monmouth County Library:

Earle W. Hendrickson

For the Union:

Gloria L. Rindel Pres Local
2514

Fredrica A. Brown

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 19, 1975

APPENDIX "A"

TITLE

SALARY

<u>TITLE</u>		<u>SALARY</u>	
Principal Librarian		9,529	12,385
Senior Librarian		8,662	11,260
Junior Librarian		7,875	10,239
Junior Library Assistant	32-1/2 hrs.	3,797	4,939
Junior Library Assistant	35 hrs.	4,077	5,301
Junior Library Assistant	40 hrs.	4,660	6,058
Senior Library Assistant	32-1/2 hrs.	4,479	5,823
Senior Library Assistant	40 hrs.	5,512	7,168
Supervising Library Assistant		7,185	9,339
Library Clerk Driver and Mechanical Repairer		7,108	9,124
Library Clerk Driver	32-1/2 hrs.	5,499	7,149
Library Clerk Driver	40 hrs.	6,207	8,067
Library Exhibit Artist		5,774	7,508
Principal Library Exhibit Artist		7,185	9,339
Key Punch Machine Operator		4,750	6,178
Clerk Typist		3,909	5,079
Senior Clerk Typist		4,988	6,482
Senior Clerk Stenographer		4,988	6,482
Senior Clerk Bookkeeper		4,988	6,482
Supervisory Community Library Assistant		6,063	7,881
Junior Librarian	P/T		3.79 hr.
Library Trainee	P/T	3.10 hr. to	3.25 hr.