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CONTRACT
BETWEEN THE
OCEAN COUNTY LIBRARY
and the
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 14 AFL-CIO
SUPERVISING LIBRARIAN UNIT

April 1, 1994 - March 31, 1997

SUPERVISING LIBRARIAN CONTRACT

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SUPERVISING LIBRARIANS CONTRACT

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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 UNION

The Ocean County Library Commission recognizes the Office and Professional Employees International Union, Local 14, as the sole and exclusive bargaining agent for full-time, supervising librarians. All other personnel are excluded, including all part-time, per diem and temporary employees.

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 Union covenants and agrees that during the term of this agreement neither the Union or any members of the Union, 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 Union agrees that any such action will constitute a material breach of this agreement on the part of the Union, its members and members of the bargaining unit.
- C. The Union 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 Union 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 a Union 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, 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 re-call 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.

- 11 And other wise 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

I. Definitions

- A. A "grievance" is an allegation by an employee or the Union that a specific provision of this agreement has been violated. These grievances only may be submitted to binding arbitration as a final step in the procedure.
- B. All other allegations that 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. 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 the matter of interpretation or application of a specific provision of this Agreement, this grievance procedure shall be the exclusive process for seeking redress.
- D. A "grievant" is an employee who files a grievance.
- E. "Representative" is a person or agent designated to represent either party in this procedure.

- F. "Day" means calendar day.
- G. "Party in interest": is a person, agent or agency with an interest in the grievance.
- H. "Class grievance" is a formal grievance by two (2) or more employees.
- I. "Group grievance" is the same or similar formal grievance by two (2) or more employees each in the same department.

II. Procedures

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. Formal grievances, answers and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. 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.
- F. There shall be no additional issues submitted during the grievance process once a grievance has been submitted to the Commission or Library.
- G. Failure by the library to process a grievance within the specified time limits shall render the grievance advanced to the next level.
- H. Failure by the Commission to issue a decision within the specified time limits shall render the grievance advanced to the next level.
- I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of the class grievance.

III. Processing

- A. 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.

- B. Level 1 - An employee with a grievance, shall first discuss it with his/her immediate supervisor with the objective of resolving the matter informally. A grievance must be filed within ten (10) calendar days of the date on which the grievance occurred.
- C. Level 2 - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within seven (7) calendar days after presentation of the grievance, he/she 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.
- D. Level 3 - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within ten (10) calendar days after the grievance was submitted to the Library Director, the grievant, if desirous of appealing the grievance, must within five (5) calendar days after a decision by the Library Director or fifteen (15) calendar days after a grievance was submitted to the Library Director, submit an appeal, in writing to the Library Commission. The Library Commission will schedule a hearing on the grievance and within thirty (30) calendar days after the adjournment of the hearing submit a written decision to the grievant. The decision of the Library Commission shall be final and binding on all matters except allegations that a specific provision of this agreement has been violated.
- E. Level 4 - 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, he/she shall follow the procedure outlined below:
1. Within twenty (20) 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.
 2. Within five (5) days of such written notice, the grievant shall request a panel of arbitrators be submitted from the New Jersey Public Employment Relations Commission.
 3. 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.
 4. 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 Commission, except as provided otherwise herein.

5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party and shall be empowered to hear only one grievance for each appointment the arbitrator receives. 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.
6. 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. The arbitrator shall only rule on the interpretation of the clause of the agreement involved.
7. 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.
8. 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.
9. The cost of the services of the arbitrator shall be shared equally by parties in interest.

IV. 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 Union 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. The Commission agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) union representative and witnesses who are employees of the Commission throughout the grievance to investigate or process grievances during working hours without the approval of the Director.

ARTICLE VI

PERSONAL DAYS

Employees days are designed to be used for an employee to transact personal business which can only be done during hours when the library is open. Personal days are not intended to extend vacation or holiday time, nor may they be carried over from year to year.

During the first year of employment, personal days are earned at the rate of one (1) day for each four (4) month worked, and may only be used as they are earned. Thereafter, the employee may request up to three (3) personal days per calendar year. The employee's supervisor must approve such requests. If the request is not approved, no personal days may be taken.

Personal days may be used in half day (1/2) or full day (7) hours increments only.

ARTICLE VII

PRODUCTIVITY

The Union and all other employees in this bargaining unit agree to cooperate with the Commission and its agents in any productivity programs adopted by the Commission concerning members of this bargaining unit. The bargaining unit agrees to appoint two (2) persons from its membership to membership on a Commission-appointed productivity committee. The Union 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 (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 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

The Library Commission and the Union 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 Union, participation in collective negotiations with the Library Commission, or institution of any proceeding affecting the terms and conditions of employment.

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

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 Union present to advise and represent the employee during such meeting or interview.

No material derogatory to an 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 XI

DISCRIMINATION

The parties 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 with the employer, will be given consideration by the employer, with respect to bargaining unit promotions; however, service will be considered broken, for purposes of this clause, if any employee who has served continuously with the employer for at least one (1) year:
1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.
 2. Should an employee retire.
 3. Should an employee suffer a validated dismissal.
 4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Commission.
 5. Should an employee be absent without leave for more than five (5) days except for extenuating circumstances.
 6. Employees will be laid off in accordance with existing Civil Service rules and regulations and Library Policy on layoffs.
- B. The employer should fill permanent bargaining unit job openings by promoting employees from the next lower job titles, providing those employees possess the requirements enunciated by Civil Service Law and are subsequently certified by Civil Service. In all instances, employees promoted to bargaining unit positions must possess the skill, ability and knowledge to perform the duties required of the higher rated job. All personnel will be eligible for promotion to bargaining unit positions based upon their skill, knowledge, and ability to perform the work at the discretion of the Library Commission.
- C. 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 for bargaining unit positions. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be next eligible.

- D. Vacations - When more than one (1) employee requests vacation at a job location at any particular time, the Library shall endeavor to honor all vacations requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first. All vacation requests must be submitted to the employee's department head for approval.

ARTICLE XIII

SALARIES

Year one (1) Supervising Librarians employed by the Library Commission on or before March 31, 1994:

- Effective April 1, 1994 will receive a \$1,200 increase over March 31, 1994 base salary.

Year two (2) Supervising Librarians employed by the Library Commission on or before March 31, 1995:

- Effective April 1, 1995 will receive a \$1,200 increase over March 31, 1995 base salary.

Year three (3) Supervising Librarians employed by the Library Commission on or before March 31, 1996:

- Effective April 1, 1996 will receive a 3.5% increase over March 31, 1996 base salary.

ARTICLE XIV

INSURANCE AND FRINGE BENEFITS

The existing fringe benefits in effect for the Library Commission employees on the following matters shall continue in full force and effect for the term of this agreement. 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 Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981. Health and Prescription insurance coverage becomes effective after completing sixty (60) days of service.
2. The Commission shall not change the health insurance coverages referred to in paragraph 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 his or her coverage from traditional type of coverage or to the P.P.O. or to an HMO, or vice versa, only during the announced open enrollment period of each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.
- ✓ 4. Employees shall be eligible for payment of one half of unused sick leave at retirement up to a maximum of \$12,000.
5. Any benefits contained in the personnel policies of the Commission.
6. All employees will be eligible for the family dental plan following three (3) months of employment the same as the County plan with a maximum total cost for services per patient for benefit year of \$1,000.00, with \$25.00 deductible per patient per benefit year for the first three (3) members of each family not applicable to preventive and diagnostic services as set forth below.

The following diagnostic and preventive services shall be provided:

- 100% - Preventive and diagnostic (x-rays, cleaning, check-up, etc.)
 - 80% - Treatment and therapy (fillings)
 - 50% - Prosthodontics and Peridontics, inlays, caps and crowns, and ambulatory oral surgery
 - 50% - Orthodontics limited to \$800.00 per patient over a five year period
7. All employees will be entitled to an Ocean County Library Vision Service Plan.

ARTICLE XV

MILEAGE

Any employee who uses his/her personal vehicle to accomplish requirements of the job outside 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 rate of twenty-five cents (25¢) 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.

In-County travel with personal vehicles is reimbursed annually by a \$25 County travel allowance which will be paid in a December 1995 payroll check to members of the bargaining unit employed by the Library Commission on or before March 31, 1995. The 1996 payment will be made in a December 1996 payroll check to members of the bargaining unit employed on or before March 31, 1996. Employees will be reimbursed at the rate of twenty-five (25) cents per mile for more than 100 miles of in-County travel in one calendar year.

ARTICLE XVI

JOB POSTINGS

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 in the Main Library and branches 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.

Such notices shall be posted for eight (8) calendar days. Such notices shall also be given to the appropriate union stewards.

ARTICLE XVII

BEREAVEMENT LEAVE

All employees shall receive up to three (3) days leave in the event of death of a spouse, child, son-in-law, daughter-in-law, parent, 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 (1) day in order to attend the funeral services of a spouses' aunt, uncle or grandparent. 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.

ARTICLE XVIII

UNION LEAVE AND ASSOCIATION LEAVE

- A. A total of five (5) aggregate days per year may be utilized with the permission of the Director for union business. Such leave shall include time off for union meetings, conventions and other Union functions. Such time off shall include time for negotiation sessions, mediation and fact-finding sessions. No such time shall be permitted for union business which is conducted primarily on behalf of any other bargaining unit; provided however, that time spent by union members on behalf of OPEIU or OPEIU Local 14 on behalf of the entire local or entire international union, shall not be considered business which is conducted primarily on behalf of any other bargaining unit.

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.

- B. Allowance of three (3) days per person per calendar year is available for attending New Jersey Library Association and American Library Association conventions; thirty (30) days advance written notice from the individual employee shall be required.

In case of conflicting requests and work station coverage deficiencies, management shall use rank of the employee, then seniority of service to determine disposition of the request.

Management reserves the right to assign any employee to represent the Library Administration at any meeting or convention.

ARTICLE XIX

HOLIDAYS

Annually, in the first 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 (14) days per year.

If any employee is required by the Commission to work on a scheduled holiday, that employee shall be entitled to either 1½ compensatory time for the actual amount of hours worked during the holiday period, as defined above, or the employee will be paid time and one-half in monetary compensation times the employees regular hourly rate of pay for each hour actually worked during the said period.

Employees shall elect by April 1 of each calendar year whether they choose compensation time or money for working holidays during the contract year. The choice shall be made and submitted in writing to the employer or his representative.

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 (14) holidays noted above for that specific year only.

ARTICLE XX

SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1¼) 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 (15) 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 to 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.

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

Sick Leave may be used in increments of one (1) hour.

ARTICLE XXI

LONGEVITY

Longevity pay for all classified permanent employees with seven (7) 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 "full-time" years.

Effective January 1, 1992:

7 years	3.0% of salary
12 years	4.6% of salary
17 years	5.7% of salary
22 years	6.5% of salary
27 years	7.3% of salary
32 years	8.0% of salary

ARTICLE XXII

HOURS OF WORK

The work week for the Ocean County Library shall consist of any thirty-five (35) hour period, 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 seven (7) hours in a day or thirty-five hours (35) in a week.

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 worked in excess of seven (7) hours per day or thirty-five (35) hours per week while on variant scheduling is considered part of the regular work schedule and is never compensated overtime rates.

ARTICLE XXIII

SUNDAY HOURS

It is understood and agreed by and between the parties that the Library may open Sundays.

In such event Sunday assignments and compensation will be as follows:

1. An annual schedule of Sunday openings shall be posted no later than June 30 of each year. Such schedule shall indicate the titles, duties, and level of staffing required for each Sunday for the year commencing September 1.
2. Each staff member 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.

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 Sunday hours worked for regular Library business shall be paid at double time rate; all other hours worked on Sunday for special events shall be paid at the rate of time and one half (1 1/2.)

ARTICLE XXIV

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 XXV

SUPERVISORY CONFLICTS

The Union 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 XXVI

DUES CHECKOFF AND AGENCY SHOP (Representation Fee)

The employer agrees to deduct from the earnings of each employee, union member dues and fees when said employee has properly authorized such deduction in writing. The union 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 Union to the Library Commission. The Library Commission will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union, Local 14. A list of the names and deductees will be forwarded twice a year to the stewards.

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 who is not a member of the O.P.E.I.U. 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.

ARTICLE XXVIII

PERFORMANCE EVALUATION

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.

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

VACATIONS

During the first year of employment, vacation time is earned at the rate of two (2) days per month for full-time librarians. For the first three (3) months of employment, vacation may only be used as it is earned. Thereafter employees are credited with the full amount of vacation to which they are entitled, twenty-four (24) days, at the beginning of each calendar year. Vacation time may be used in increments of one (1) hour. Vacation must be scheduled in advance with the approval of the supervisor. 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. Employees may carry five (5) vacation days over into 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.

ARTICLE XXX

LEAVE WITHOUT PAY

Employees may apply for leaves without pay. The application for such leaves must be made in writing and must be submitted at least ten (10) calendar days before the next regular Commission meeting at which time the request will be considered by the Commission. All such requests shall be considered consistent with the uniform rules and regulations of the New Jersey Department of Personnel Statutes. Decisions of management of these matters are final and binding.

When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at Commission expense for the balance of the calendar month in which the leave commences plus up to three additional calendar months following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of 18 months may be purchased by the employee under the C.O.B.R.A. plan.

In the case of consecutive leaves of absences without pay, it is understood and agreed that the responsibilities of the Commission to pay for benefits remains limited to the original period of up to four (4) calendar months.

ARTICLE XXXI

SAFETY COMMITTEE

1. The role of this Committee is to investigate safety and employee health issues in the workplace and, as appropriate, evaluate and make recommendations.
2. A Committee will meet as needed but not less than six (6) times a year.
3. Input to the Committee will be solicited by the Committee Chair by a memo to the staff. The library personnel assistant will forward summaries of staff accidents to the Committee.
4. The Committee should identify possible ways to investigate issues and do preliminary investigations to evaluate/prioritize the issues.
5. The Committee should identify possible remedies as appropriate.
6. The Chair of the Safety Committee will report to library management on a monthly basis - new issues, current investigations and recommendations.
7. The Union shall have the right to appoint one (1) representative from the bargaining unit.

ARTICLE XXXII

SICK LEAVE BANK

Language to be developed by joint union management committee.

ARTICLE XXXIII

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 (2 1/2) hours on the day of the examination. Eligibility for promotion is defined as permanency in the title for the required period of time as determined by N.J. Department of Personnel