

AGREEMENT

BETWEEN

OCEAN COUNTY LIBRARY

AND

OCEAN COUNTY LIBRARY EMPLOYEES
ASSOCIATION

PART-TIME LIBRARY ASSISTANTS
AND SUPPORT STAFF UNIT

JUNE 1, 1999 – MARCH 31, 2002

CITTA, HOLZAPFEL, ZABARSKY, LEAHEY & SIMON
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TABLE OF CONTENTS

ARTICLE I - PURPOSE OF THE AGREEMENT..... 1

ARTICLE II - RECOGNITION OF THE ASSOCIATION 1

ARTICLE III - NO STRIKE CLAUSE..... 1

ARTICLE IV - MANAGEMENT RIGHTS..... 3

ARTICLE V - GRIEVANCE PROCEDURE 5

ARTICLE VI - WORK RULES 10

ARTICLE VII - FULLY-BARGAINED CLAUSE 11

ARTICLE VIII - EMPLOYEE RIGHTS AND REPRESENTATION 12

ARTICLE IX - DISCRIMINATION 13

ARTICLE X - SENIORITY..... 14

ARTICLE XI - SALARIES/MINIMUM SALARY..... 16

ARTICLE XII - MILEAGE..... 17

ARTICLE XIII - JOB POSTINGS 18

ARTICLE XIV - UNION LEAVE..... 18

ARTICLE XV - SENIORITY STIPEND 19

ARTICLE XVI - SUNDAY HOURS..... 20

ARTICLE XVII - SEVERABILITY CLAUSE..... 22

ARTICLE XVIII- DUES CHECKOFF AND AGENCY SHOP
(Representation Fee)..... 23

ARTICLE XIX - WORK PERFORMANCE..... 24

ARTICLE XX - PERFORMANCE EVALUATION..... 24

ARTICLE XXI - VACATIONS..... 25

ARTICLE XXII - SUPERVISORY CONFLICTS 26

ARTICLE XXIII - SICK LEAVE..... 26

ARTICLE XXIV - DURATION..... 28

ADDENDUM..... 29

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 Library Assistants, Senior Library Assistants, Clerk Driver, Senior Clerk Driver, Clerk Typist, Senior Clerk Typist, Account Clerk, Senior Account Clerk, Public Information Assistant, Graphic Artist, Senior Graphic Artist, 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 service 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.
 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

I. Definitions

- A. A "grievance" is an allegation by an employee or the Association 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 a 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. Grievance shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to 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 (immediate supervisor), or if no decision has been rendered within five (5) calendar days after presentation of the grievance to the immediate supervisor, he/she if desiring to appeal the grievance, must submit the grievance, in writing, within five (5) calendar days to his/her Branch Manager, Department (Work Unit) Supervisor or Chief Librarian.
- 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 seven (7) calendar days after the 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.
- E. Level 4 – If the aggrieved person 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 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. A committee of three (3) members of 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 committee shall be final and binding on all matters except allegations that a specific provision of this agreement has been violated.

F. Level 5 – If the grievant is still dissatisfied with the answer received from the Library Commission, and the grievance is a matter of interpretation or application of a specific provision of this Agreement, 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 Committee, except as provided otherwise herein.
5. 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.
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. This 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 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. 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) Association 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

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 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

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.

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

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 observe all existing state and federal statutes regarding matters of discrimination.

ARTICLE X

SENIORITY

A. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer, with respect to 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 N.J. Department of Personnel rules and regulations.

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

- 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. 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.
- E. Part-time employees must work a regular base number of hours per week. The minimum number is seven (7) hours per week and the maximum is twenty-one (21) hours per week. The schedule can vary from week to week but should average the base number.
- F. With advance notice, employees may be scheduled to work outside the usual hours of operation for special library events, such as programs, exhibits, etc. Generally for most employees, the work week will include evening and weekend hours.
- G. If an employee changes status to full-time, they shall be entitled to 50% of part-time continuous service for seniority and longevity.

ARTICLE XI

SALARIES/MINIMUM SALARY

A. Persons serving in entry level titles which do not offer promotional opportunity following satisfactory completion of one (1) full year of service may be eligible for a salary adjustment of \$1,500 pro-rated once the following two conditions have been met:

1. New Jersey Department of Personnel permanency in title; and
2. One (1) full year of satisfactory performance.

B. Annual salary increases are based on percentages negotiated for full-time employees and shall be:

Effective the first payroll in July 1999

Effective the first payroll in April 2000

Effective the first payroll in April 2001

C. Part-time employees who are employed prior to July 1st of the previous year of this Agreement are eligible for the annual hourly increase.

ARTICLE XII

MILEAGE

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

The employee is responsible for mileage to and from work.

ARTICLE XIII

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 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.

Such notices shall be posted for five (5) calendar days.

ARTICLE XIV

UNION LEAVE

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.

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

Each part-time employee upon completion of three (3) years of unbroken service with the Employer, shall receive an additional annual payment of Two Hundred (\$200) Dollars.

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 the same was earned.

This payment is limited to employees in part-time positions and shall not be continued if and when said employee obtains a full-time position.

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

ARTICLE XVI
SUNDAY HOURS

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

Sunday assignments and compensation will be as follows:

1. A schedule of Sunday openings shall be posted three (3) months in advance. Such schedule shall indicate the 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 staff shall be eligible for voluntary and involuntary assignments regardless of their normal work location provided they are qualified to perform the duties required.

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)

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, demand, 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 on a bi-monthly basis to the President of the Ocean County Library Employees Association. 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 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

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 XX

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 XXI

VACATIONS

A. Part-time employees are entitled to pro-rated vacation time based on the number of years of service as a part-timer. The pro-rated program will have anniversary dates of:

First year of service through seventh year of employment 12 days pro-rated

Eighth year of service through seventeenth year of service 15 days pro-rated

Eighteenth year of service through twenty-fifth year of service 20 days pro-rated

B. Pro-rated vacation time is earned based on the employee's average number of hours worked per week. The previous year's average weekly total will be used as a basis for calculating the amount of time given (but not earned) in January. The allocations will be adjusted at the same time for time not earned the previous year.

<u>Average Hours Worked Per Week</u>	<u>12 Days Pro-rated</u>	<u>15 Days Pro-rated</u>
7	17	21
8	19	24
9	22	27
10	24	30
11	26	33
12	29	36
13	31	39
14	34	42
15	36	45
16	38	48
17	41	51
18	43	54
19	45	57
20	48	60
21	50	63

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 undertakes such activities.

ARTICLE XXIII

SICK LEAVE

Part-time employees are entitled to pro-rated sick leave based on fifteen (15) days per year. Prorated sick time is earned based on the employee's average number of hours worked per week. The previous year's average weekly total will be used as a basis for calculating the amount of time given (but not yet earned) in January. The allocations will be adjusted at the same time for time not earned the previous year.

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 additional hours added based upon the table below. Days lost due to injury or illness arising out of or caused by the 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.

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.

<u>Average Hours Worked Per Week</u>	<u>Hours Per Year - Sick Leave</u>
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

ARTICLE XXIV

DURATION

This Agreement shall be in full force and effect June 1, 1999 until March 31, 2002.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this _____ day of _____, 1999.

OCEAN COUNTY LIBRARY
COMMISSION

OCEAN COUNTY LIBRARY
EMPLOYEES ASSOCIATION

Chairperson

President

James W. Holzapfel
Labor Counsel

Vice-President

UNITED SERVICE WORKERS OF
AMERICA – LOCAL 255

Mark M. Reader, President

ATTEST: _____

ADDENDUM

1. Employees may opt to be covered by the United Welfare Fund for such benefits as the United Welfare Fund Trustees may extend at such rates as the Trustees determine.
2. During the month of April of each year that this Agreement is in effect, employees will be permitted to opt in for single medical, dental, and optical insurance, except that new hires may opt during the first forty-five (45) days of employment. Covered employees may opt out only during the month of April. Employee opt in or opt out decisions must be in writing on a form agreed upon by the Union and the Employer. Said form must be received during the April opt in/opt out period.
3. The employee shall contribute for the full cost of this benefit.
4. The Employer, upon written request from the employee, on a form agreed upon by the Union and the Employer, shall make payroll deductions for the cost of coverage from the employee's paycheck and forward such money to the United Welfare Fund with contribution sheets identifying the amount of the contribution tendered on behalf of each employee. The employee shall contribute for the full cost of this benefit.
5. The Employer adopts the terms of the United Welfare Fund Trust Agreement (required by the Trustees at their February 10, 1999 meeting for participation of "service agreement" members).
6. The Union agrees that the COBRA obligation rests solely upon the funds so long as this employee-only contribution remains in effect. The Employer is indemnified and held harmless from any claims or disputes relative to the funds.