

AGREEMENT

Between

SOMERSET COUNTY LIBRARY COMMISSION

and

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 32,
AFL-CIO

January 1, 2002 - December 31, 2004

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SECTION I

ARTICLE 1

PURPOSE OF THE AGREEMENT

This Agreement contains the agreements of the Office & Professional Employees International Union, Local 32 (Supervisors) hereinafter referred to as the “Union” and the Somerset County Library Commission, hereinafter referred to as the “Employer”, regarding wages, salaries and terms and conditions of employment that shall be binding on the parties for the term of this Agreement.

ARTICLE 2

RECOGNITION OF THE UNION

The Somerset County Library Commission recognizes the OPEIU Local 32 (Supervisors) as the sole and exclusive bargaining agent for all Librarian II, III and IV's holding Masters degrees in Library Science or Certification by the State Library of New Jersey who work seven (7) hours or more per week, excluding all employees holding confidential, managerial, executive, nonsupervisory, craft, security, Director and Assistant Director positions. Employees regularly working less than twenty-two and a half (22.5) hours per week are not eligible for any benefits or subject to any provisions under this Agreement, except where expressly indicated.

ARTICLE 3

MANAGEMENT RIGHTS

The employer retains the exclusive right to hire, direct, and schedule the work force; to plan, direct and control operations; to discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire and layoff employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether they cause a reduction in the work force; and in all respects to carry out the ordinary and customary functions of management. All rights not specifically modified in this Agreement are retained by the Library Commission.

ARTICLE 4

DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Commission agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization shall be in accordance with the applicable statutes as presently existing or as may be amended.

ARTICLE 5

HOURS OF WORK

The work week will consist of 37.5 hours per week, and persons who work at least three fifths of the work week shall receive benefits of full-time employees, pro-rated pursuant to this Agreement. Employees regularly working less than twenty-two and a half (22.5) hours per week are not eligible for any benefits or subject to any provisions under this Agreement, except where expressly indicated.

SECTION II

ARTICLE 6

SALARIES

During the term of this Agreement, salary increases will be equal to the sum of a Guaranteed Minimum Increase (“GMI”) plus any merit increase. Merit increases will be calculated based on the employee’s performance as indicated on his/her annual performance evaluation form for the immediately preceding calendar year.

Salary increases effective January 1, 2002 will be calculated as follows:

<u>Evaluation Range</u>	<u>Merit Increase</u>	<u>GMI</u>	<u>Total</u>
4.75-5.00	2.00 %	1.75 %	3.75%
4.25-4.74	1.75 %	1.75 %	3.50%
3.75-4.24	1.50 %	1.75 %	3.25%
3.25-3.74	1.25 %	1.75 %	3.00%
2.75-3.24	1.00 %	1.75 %	2.75%
Less than 2.75	.00 %	0 %	no increase

Employees receiving a merit rating of less than 2.75 will not receive any salary increase. Any employee whose base salary for 2002 (after the GMI and Merit Increases are included) is less than the minimum salary for his/her salary grade, will receive an additional one-time adjustment to bring his/her base salary to the minimum for his/her grade.

Salary increases effective January 1, 2003 and January 1, 2004 will be calculated as follows:

Because the format of performance evaluations changed as of January 2002, the format for determining merit increases for 2003 and 2004 has been modified accordingly.

As of January 1, 2003 Competent Rate = 2.00%
As of January 1, 2003 Guaranteed Minimum Increase = 2.00%

As of January 1, 2004 Competent Rate = 1.50%
As of January 1, 2004 Guaranteed Minimum Increase = 1.50%

EVALUATION RATINGS	Merit Increase Calculation
If evaluation contains more than 3 ratings of Needs Improvement	No merit increase*
If net of all ratings is less than Competent and evaluation contains no more than 3 ratings of Needs Improvement	Competent Rate minus .75%*
If net of all ratings is at least Competent and evaluation contains no more than 3 ratings of Needs Improvement	Competent Rate
If net of all ratings is at least Competent and evaluation contains no more than 1 rating of Needs Improvement and at least 3 ratings of Commendable or Outstanding	Competent Rate plus .25%
If net of all ratings is less than Commendable and evaluation contains no ratings of Needs Improvement and at least 3 ratings of Commendable or Outstanding	Competent Rate plus .50%
If net of all ratings is at least Commendable and evaluation contains at least 3 ratings of Outstanding, and no ratings of Needs Improvement	Competent Rate plus .75%
If all ratings are Outstanding	Competent Rate plus 1.0%

The following guidelines apply to merit increase calculations:

In calculating the net rating, higher ratings will be used to offset lower ratings by raising the lower and reducing the higher rating if a rating category exists between the two ratings. Each offset moves the rating up or down one rating category at a time.

“Needs Improvement” ratings can be offset only with ratings of “Commendable” or “Outstanding” and ratings of “Competent” can be offset only with ratings of “Outstanding”. Ratings of “Commendable” will be used to offset “Needs Improvement” before “Outstanding” is used to offset “Needs Improvement.”

Offsets are used only to determine a net rating. The original performance ratings are used to determine if the employee’s performance satisfies the additional criteria listed in each category. For example, if an employee’s ratings net to “Commendable,” but he/she has one “Needs Improvement,” he/she will qualify for an increase of Competent + .25%.

For a net rating to be “at least Competent,” each net rating after all offsets must be “Competent” or higher with no net rating of less than Competent. For a net rating to be “at least Commendable,” each net rating after all offsets must be “Commendable” or higher with no net rating of less than “Commendable”.

Merit increase calculations will not alter the performance evaluation ratings on the employee’s evaluation form. Merit increases are paid in addition to any guaranteed minimum increase.

* If the adjusted salary of an employee whose performance falls within these categories falls below the minimum of his/her salary grade, he/she will not receive an additional salary

increase to bring his/her base salary up to the minimum of the grade. It is anticipated that through improved performance and future merit and guaranteed minimum increases, the employee will achieve and exceed the minimum for the salary grade in succeeding years.

ARTICLE 7

SALARY INCREASES UPON PROMOTION TO HIGHER SALARY GRADE

Any employee who is promoted one grade to a higher salary grade shall receive a salary increase equal to either 6% of base salary or the amount necessary to bring the employee to the minimum salary for the new grade, whichever is greater. Any employee who is promoted two grades to a higher salary grade shall receive a salary increase equal to either 9% of base salary or the amount necessary to bring the employee to the minimum salary for the new grade, whichever is greater. Any employee who is promoted three grades to a higher salary grade shall receive a salary increase equal to either 12% of base salary or the amount necessary to bring the employee to the minimum salary for the new grade, whichever is greater.

In all cases of promotions, if the increase referenced above does not bring the employee to the minimum salary of the new grade, then the employee shall receive the minimum salary for the new grade. The Union shall be notified, in writing, of all promotions or upgrades within 30 days of approval by the Library Commission.

SECTION III

ARTICLE 8

HOLIDAYS

Employees receive the following paid holidays:

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

Employees working on a holiday will be compensated by receiving compensatory time off at the rate of time and one-half. Employees regularly working less than twenty-two and half (22.5) hours per week are not eligible for Holiday benefits.

ARTICLE 9

VACATION

A. Full-time professional staff - 165 hours per year beginning the first full year of employment. First year employees receive a pro-rated portion of 165 hours based on their month of hire during the year. Part-time employees regularly scheduled to work twenty-two and a half (22.5) hours or more per week will receive a pro-rated portion of the 165 hours of vacation, based on the number of regularly scheduled hours (3/5 time employees receive 99 hours and 4/5 time employees receive 132 hours for each full year of employment). Eligible part-time first year employees will receive a pro-rated portion of the hours allotted to their position based on the number of the regularly scheduled hours (4/5 or 3/5 time).

Vacation accrual period is considered the calendar year. Vacations may be taken at any time during the calendar year with prior approval of the Library Director. When vacation leave is not used in the year earned, up to 75 hours may be carried over to the following calendar year with prior approval of the Library Director.

If an employee leaves prior to using vacation leave in any calendar year, the employee will be paid 1/12th of such allowable vacation hours for each month employed in that year prior to termination. The employee shall also receive payment for any allowable accumulation of unused vacation hours carried over from the previous calendar year as approved by the Library Director.

B. Employees should submit vacation requests in writing by April 15 of the year in which the vacation is to be taken. When more than one (1) employee requests vacation at a job location at any particular time, the employer 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 (as defined in Article 22 of this Agreement) shall be granted their vacation first. All vacation requests must be submitted to the employee's immediate supervisor for approval. In order to get the seniority preference, the employee should submit the request in writing by April 15. Where employees do not submit the request by April 15, requests will be granted in the order in which they are received.

ARTICLE 10

PERSONAL TIME

Employees regularly working twenty-two and half (22.5) hours or more per week may request and shall be granted up to twenty-two and a half (22.5) hours of personal time per year, upon forty-eight (48) hours notice, except in the event of emergency, subject to the approval of the Library, which will not unreasonably be denied. Eligible employees working less than full time will receive the pro-rated share of up to twenty-two and a half (22.5) hours of personal time, based on the number of regularly scheduled hours of work.

During the remainder of the calendar year in which first employed, a full-time employee shall be granted seven and a half (7.5) hours for full four months of expected employment, provided the employee was hired on or before September 15th. There will be no accrual of personal days from year to year.

ARTICLE 11

SICK LEAVE

1. The following sick time with pay is granted.
 - a. Seven and a half (7.5) hours for each month of service during the remainder of the calendar year in which first employed.
 - b. Employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month.
 - c. During the remainder of the calendar year in which first employed, employees may use sick leave only as earned.
 - d. Employees earn 112.5 hours per year, thereafter.
 - e. Non-full-time employees who are entitled to sick leave shall be credited sick leave as follows:
 - (i) employees who work four-fifths time shall be credited with 90.0 hours per year;
 - (ii) employees who work three-fifths time shall be credited with 67.5 hours per year.
 - f. Employees who work less than twenty-two and a half (22.5) hours per week shall not be granted any paid sick time.
2. Unused sick leave may accrue, but the maximum permissible accrual shall not exceed 1350 hours.
3. Should an employee accrue 1350 hours of sick leave, any additional sick leave days shall earn additional vacation days at the rate of seven and a half (7.5) vacation hours for each twenty-two and half (22.5) unused sick leave hours.
4. Should any employee retire with an accumulation of unused sick leave, the employee shall be paid a terminal severance benefit equal to 1/2 of such unused accumulated sick leave computed on the basis of final salary. If an employee resigns after ten (10) years of

service, employee shall be paid a severance benefit equal to 1/3 of unused accumulated sick leave computed on the basis of final salary.

5. The employer shall require a doctor's verification of illness after 5 days, and the employer reserves the right to seek medical verification at any time.

ARTICLE 12

CLOSINGS OR DELAYED OPENINGS DUE TO INCLEMENT WEATHER

The employer's current policy concerning closings or delayed openings due to inclement weather is extended to the members of the bargaining unit.

ARTICLE 13

EXTENDED SICK LEAVE

Under certain conditions, extended sick leave may be granted to an employee due to his/her own illness or disability when an illness or disability has exhausted his/her accumulation of unused sick leave days. Extended sick leave benefits may be available for the employee's own illness or disability, for a maximum period of twenty-six (26) continuous weeks at the rate of 50% of the employee's base salary.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

1. Pursuant to the provisions of the Federal Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act, eligible employees may take leave:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - c. In order to care for the spouse, or a son, daughter or parent or parent-in-law of the employee, if such spouse, son, daughter or parent has a serious health condition.
 - d. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
2. To be eligible for Family and Medical Leave, an employee must have been employed by The Library for at least one year and have worked at least 1,000 hours in the preceding 12 months.
3.
 - a. Family or medical leave may be taken for up to a maximum of 12 weeks in any 12-month period. Family or medical leave may be extended for a period of time in excess of 12 weeks as set out in paragraph 7 of this Article.
 - b. Family or medical leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Where family leave is taken because of a birth or placement of a child for adoption or foster care, an

employee may take leave intermittently or on a reduced leave schedule only with approval of the Director. Where family leave is taken to care for a sick family member or medical leave is taken for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary.

4. a. Employees who accrued paid leave time (sick or personal leave or vacation time) may utilize that time in accordance with the applicable benefit policy as part of a family or medical leave. If the employee has no accrued paid leave time available, the leave will be unpaid, however, qualified employees on an approved medical leave may be eligible for Extended Sick Leave benefits, as set out in Article 13 of this Agreement and in the Library's Personnel Policies and Procedures.
 - b. The Commission will maintain health insurance and other benefits as if the employee was continuously employed during the leave, under the same terms that benefits were provided prior to leave, provided the employee continues to make timely payment of his/her respective portion of the monthly premium, if any. The Commission may recover the cost of premiums it paid during the leave, if the employee fails to return to work following the end of the leave.
5. a. An employee will be restored to the position held at the time leave began, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, if he/she returns to work within the first 12 weeks of commencing leave.

- b. An employee will not lose any benefits as a result of taking family or medical leave, and upon return from an approved leave, the employee will be entitled to all benefits granted as if he or she had not taken a leave.
 - c. An employee shall not be entitled to restoration to a position if the employee would have lost the position during the leave as, for example, during a lay-off or reduction in force.
- 6.
- a. An eligible employee may request family or medical leave by completing and submitting an Excused Absence and Leave Request to his/her Branch Director/Department Head. Leave requests will be subject to approval of the Director.
 - b. Employees shall give 30 days advance notice before the leave is to begin. If circumstances require that the leave begin in less than 30 days, the employee shall give as much notice as is practicable.
- 7.
- a. Employees who are unable to return to work at the end of 12 weeks of medical or family leave may apply for an unpaid extended leave of up to 90 days. Employees must request extended leave, in writing, to the Director prior to expiration of the prior leave, and the Director will respond to all requests for extended leave in writing.
 - b. Employees may request up to 3 months of unpaid extended leave. Leave may be extended to up to an additional 6 months upon the review and agreement of the Director and the employee.
 - c. The employee shall apply for reinstatement at least 60 days prior to the date on which the employee desires to return to work. On his/her return,

the employee should be offered a position as soon as a position becomes available. During an extended leave, an employee may continue his/her health insurance benefits coverage at his/her own expense for the balance of the leave, provided the employee contacted the Director prior to the beginning of the extended leave, to make the proper arrangements.

8. The Library will require employees to provide medical certification before granting family or medical leave.
9. If the leave is due to the employee's own medical condition, the Library will require Certification that the employee is able to perform the essential functions of the position with or without reasonable accommodation, and any medical restrictions on the employee's ability to work. The Certification shall be issued by the physician who primarily treated the employee during the medical leave.

ARTICLE 15

BEREAVEMENT LEAVE

Members of the unit who regularly work twenty-two and a half (22.5) hours or more per week shall be entitled to receive bereavement leave of up to five days off with pay in the event of the death of a spouse, parent, child, or sibling. With the approval of the Library Director, employees may also be granted up to five days bereavement leave for the death of other close family members. Eligible employees working less than full time will receive the prorated portion of bereavement leave based on the number of regularly scheduled hours of work. Such leave shall be separate and distinct from any other leave. All such leaves will not be taken until the immediate supervisor is notified of the instance of bereavement.

ARTICLE 16

INSURANCE AND FRINGE BENEFITS

A. Health Benefits Program

The Commission shall make available a health benefits program to full-time employees and their eligible dependents. Part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week are eligible to participate in the health benefits program by contributing a pro-rata portion of the premium, based on the percentage of full-time hours worked. Employees who are regularly scheduled to work part-time hours as of May 31, 1998 will not be required to contribute towards the cost of the program, except as provided below.

The Commission will offer employees a choice of benefit plans from which to choose, as described below. The effective date of coverage eligibility shall be the first of the month after completing two full calendar months of employment.

1. Standard Health Insurance Point of Service Program providing complete medical-surgical benefits and hospitalization (pre-certification for all in-patient stays), with a minimal co-pay for services provided within the Plan's established network. For services provided outside of the Plan's established network, there will be a maximum 80% co-payment (after a \$250 single/\$500 family deductible has been met) to a maximum co-insurance limit of \$1000 single (\$2000 family coverage).

2. Basic Health Maintenance Organization (HMO) plans providing a choice of up to two different HMOs covering hospitalization and surgical and medical care and additional supplemental benefits with a nominal fee required for each visit/service, but no deductible. For employees who elect to enroll in an HMO plan, the Commission will pay the

same amount towards the HMO Plan premium as it would contribute for that employee towards the Standard Health Insurance described in paragraph A1. Any additional cost will be paid by the employee through payroll deductions.

3. Effective January 1, 2003, the following changes relative to health insurance will be implemented:

a. The Standard Health Insurance Point Of Service Program will be enhanced by providing all participants with a Prescription Card, instead of processing prescriptions through the reimbursement procedures. The prescription card will be a three-tier plan.

b. Full-time employees and employee who were regularly scheduled to work part-time hours of at least twenty-two and a half (22.5) hours per week will contribute 10% of the difference between the cost of dependent coverage selected (e.g., P/C, H/W, family) and the cost of the annual health insurance premium for single coverage. Eligible part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week are eligible to participate in the health benefits program by contributing a pro-rata portion of the annual health insurance premium, based on the percentage of full-time hours worked, plus 10% of the difference between the cost of dependent coverage selected (e.g., P/C, H/W, family) and the cost of the annual health insurance premium for single coverage.

c. If the annual HMO premium is less than the annual Point of Service health insurance premium, then employees selecting an HMO will contribute 10% of the difference between the cost of dependent coverage selected (e.g., P/C, H/W, family) and the cost of the annual HMO premium for single coverage. If the annual

HMO premium is greater than the annual Point of Service health insurance premium, then employees selecting an HMO will contribute 10% of the difference between the cost of dependent coverage selected (e.g., P/C, H/W, family) and the cost of the annual HMO premium for single coverage, plus 100% of the amount that the annual HMO premium for the coverage selected exceeds the cost of the annual Point of Service premium.

d. Contributions will be payable during each payroll period during the year, regardless of which of the plan options (Point of Service or HMO) an employee selects.

Health insurance benefits under this section will be continued for employees absent on an approved leave of absence, as set out in Article 14 of this Agreement. Part-time employees must continue to make benefit contributions in order to continue benefits during an approved leave of absence.

B. Dental Plan

Employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week, with the exception of temporary or probationary employees, are eligible to enroll in the County Dental Program. The effective date of coverage shall be the first of the month after successful completion of three full months of employment. The program is provided at no cost to full time employees. Eligible part-time employees may participate by contributing a pro-rata portion of the premium, based on the percentage of full-time hours worked. Employees who are regularly scheduled to work part-time hours as of May 31, 1998 will not be required to contribute towards the cost of the program.

Eligible dependents of eligible employees may enroll in the County Dental Program, provided the employee contributes the difference in the cost of the premium between single coverage cost and the cost of the alternative coverage selected.

Dental benefits under this section will be continued for employees absent on an approved leave of absence, as set out in Article 14 of this Agreement. Part-time employees must continue to make benefit contributions in order to continue benefits during an approved leave of absence.

C. Blood Donor Program

Employees are eligible to enroll in a voluntary Blood Donor Program which is offered in conjunction with the Somerset Hospital Blood Bank. The extent of coverage is determined each year and is dependent upon employee participation. Coverage shall be available anywhere in the United States.

D. Deferred Compensation Program

Program offered through the National Association of Counties. Employee contributes from salary prior to taxes. Minimum contribution is \$20.00 per month; maximum contribution is 25% of gross pay or \$7,500 per year.

E. Tax Shelter Annuity

Program offered through Copeland Company. Employees may contribute up to 20% from salary prior to taxes. Continuous enrollment or changes allowed; may withdraw at any time; taxes paid upon withdrawal or retirement.

F. Credit Union

Employees are eligible to join the Somerset County Federal Credit Union.

G. Retirement System

Enrollment in the New Jersey Public Employee's Retirement System (PERS) is mandatory for all employees who earn \$1,500.00 annually. The cost of an employee's retirement system is shared by the employee and the County. Employees who terminate employment before retirement may have their personal contributions refunded.

H. Life Insurance Plan

Most employees who are enrolled in the Retirement System are insured for the non-contributory life insurance plan valued at 1-1/2 times the annual salary. Participation in a contributory life insurance plan is mandatory during an employee's first full year of membership in the Retirement System. Thereafter contributory life insurance becomes optional, but once it is canceled it cannot be reinstated. The contribution for the contributory life insurance is whatever amount is specified by the State of New Jersey. The contributory policy is valued at 3 times the annual salary.

I. Retiree Benefits Program

If an employee has 25 years or more service with Somerset County, the State of New Jersey and/or local municipal services, the Library Commission shall continue to pay for health insurance for the employee in the same manner as it did during that individual's active employment, provided the employee has been continuously employed for a minimum of 15 years or more with the County of Somerset immediately preceding the employee's retirement and provided the employee does not resume alternate full-time employment. An employee meeting these criteria shall also have such coverage paid for their spouse and upon the death of that employee such coverage for the surviving spouse shall continue until the spouse remarries or dies.

If a retiring employee meets the service requirements described in the preceding paragraph and does not take alternate full-time employment after retirement, the Library Commission shall continue to pay for dental coverage for the retired employee only.

An employee who does not qualify to have their benefits paid for in retirement as a result of their years of service (see above) may continue coverage for dental and/or health insurance for themselves and their spouse after retirement by paying the Library. Information about the rates for this insurance is available from the Library Administration.

Notwithstanding the language of this section, any employee who retires from the Library after January 1, 2003 will be subject to any benefit changes, including cost contributions, implemented for active employees in the bargaining unit.

J. Long Term Care Insurance

The Commission will make a long term care insurance program available to all full-time employees and part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week. Employees will contribute for 100% of the cost of the insurance premium in an amount specified by the insurance carrier, which may vary by employee. Participation will be voluntary on the part of employees, and contributions may be paid through payroll deduction.

ARTICLE 17

TUITION REIMBURSEMENT

1. Full-time employees may request reimbursement for tuition of job related, pre-approved courses designed to improve library skills, for which the employee has received a satisfactory grade. Tuition shall be reimbursed 50% upon completion of the course, and 50% six months after completion of the course, so long as the employee is still employed by the Library.

2. Full-time employees may choose between one half day off per week or the tuition reimbursement.

3. An employee is not entitled to be reimbursed when tuition is being paid from another source such as a scholarship.

4. The maximum reimbursement per employee per year is \$1,200 so long as there is money left in the Commission's budget for tuition reimbursement.

ARTICLE 18

MAIL AND BULLETIN BOARD

The union may use the union bulletin board and the regular courier delivery system of interoffice mail to contact members of the unit and to post any material dealing with the proper business of the union.

ARTICLE 19

MILEAGE ALLOWANCE

Employees required to travel for job related business shall use a County vehicle. In the case of emergency, approved by the Director, employees may use their own vehicle and they shall be reimbursed at the fixed per mile rate paid generally by Somerset County, as authorized by the County Board of Chosen Freeholders.

ARTICLE 20

JURY DUTY

Employees regularly working twenty-two and half (22.5) hours or more per week shall receive full pay for any time spent on jury duty. Therefore, on workdays when the jury is not in session or on days when the employee is excused from jury service prior to 2 P.M., it is expected that he/she will return to work for the balance of the work day. All part-time hourly employees will be paid for the hours they are regularly scheduled to work on days when they are required to report to the court house for jury duty.

SECTION IV

ARTICLE 21

GRIEVANCE PROCEDURE

Section A. General

In any organization it is almost inevitable that over a period of time difficulties and misunderstandings may arise. Since these types of situations have an adverse effect on all parties involved, it is the Commission's earnest wish that all such problems be recognized, discussed, and resolved quickly and fairly. It is desirable that complaints be solved at the lowest administrative level (preferably between an employee and his/her supervisor) on an informal basis. In the event that an informal discussion does not produce a satisfactory settlement of the complaint, the employee may file a grievance through the grievance procedure. The purpose of this procedure is to create a harmonious and cooperative relationship among employees, supervisors, department heads, and the Library Commission by assuring prompt and equitable solution of problems through an orderly process.

Section B.

1. The employer has the right to discipline and discharge any employee for just cause.
2. If the union desires to contest a discharge, the dispute shall be submitted and determined under the Grievance Procedure at Step 3.
3. The employer shall provide written notification to the union within 48 hours of any disciplinary suspension or discharge.

Section C. Definition of a Grievance

A grievance shall be a claim by an employee or the union that there has been:

1. a misinterpretation or misapplication of the terms of this Agreement, which shall include decisions concerning discipline and discharge. These are subject to the grievance procedure and to binding arbitration, and shall be referred to below as “a contractual grievance”;

or

2. inequitable, improper or unjust application or misinterpretation of the rules, regulations, policies, orders or decisions of the Commission or the Director which shall be reviewed up to and including the Commissioners and shall hereinafter be referred to as a “non-contractual grievance.”

Section D. Time Limits

The time limits specified below shall be complied with unless the parties involved mutually agree to extend them. Failure of an employee to act within the specified time limits shall constitute an abandonment of the grievance. Failure of a supervisor, department head, or the Director to act within the specified time limits shall constitute legitimate grounds upon which an employee may proceed to the next step in the grievance procedure.

Section E. Steps of the Grievance Procedure

Step 1. The employee shall submit a formal written grievance to his/her Department Head or Branch Director within seven calendar days of the occurrence of the matter complained of, or within seven calendar days after he/she would have reasonably been expected to know of its occurrence. The Department Head/Branch Director shall meet with the employee to discuss the grievance and shall give his/her written decision to the employee within seven calendar days of receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the employee may submit his/her written grievance to the Assistant Library Director within three working days of the

Department Head/Branch Director's decision. The Assistant Library Director shall meet with the employee and his/her shop steward and Department Head or Branch Director and shall render his/her decision in writing within ten working days of receipt of the grievance. Copies shall be furnished to the employee, the steward and the Department Head/Branch Director.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the union may submit the written grievance to the Director within three working days of receipt of the Assistant Library Director's decision. The Director shall meet with the employee, a union representative, the Assistant Library Director and the Department Head/Branch Director and shall render his/her decision in writing within ten working days of receipt of the grievance. Copies shall be furnished to the employee, the Assistant Library Director, and the Department Head/Branch Director.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the union may submit his/her written grievance to the Library Commission within three working days of the Director's decision. The Library Commission shall render the final decision in writing within 20 working days of receipt of the grievance or within 10 working days after the matter has been reviewed. Copies shall be furnished to the employee, OPEIU, Local 32 Business Manager. If the Commission's decision involves a non-contractual grievance, the decision of the Commission shall be final.

Step 5. Any unresolved contract grievance (as defined in Paragraph (B)(1), above) except matters involving appointment, promotion or assignment, may be appealed to arbitration by the union within 10 days after receipt of the Commission's decision. The arbitrator shall be selected by agreement between the parties from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public

Employment Relations Commission. The decision or award of the arbitrator shall be final and binding on the Commission, the Union and the grievant or grievants, to the extent permitted by and in accordance with applicable law and this Agreement. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Commission's authority, or the scope of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinions which are not essential in reaching the determination. The costs of the services of the arbitrator shall be borne equally by the Commission and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing.

Grievance resolutions or decisions at STEPS 1 through 4 shall not constitute a precedent in any arbitration or other proceeding, unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of

either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

Section F. Union Representation

The employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent at the grievance hearings by the grievant and one (1) union representative who are employees of the employer throughout the grievance procedure.

ARTICLE 22

JOB VACANCIES

Seniority is defined as length of continuous, unbroken service with the employer for at least one year. Service will be considered broken for the purpose of this Article if an employee should resign or be terminated from his/her position and not rehired by the Commission within sixty (60) days of resignation.

The Director shall post notices for a minimum of three working days on the staff bulletin boards of job openings and job vacancies.

Seniority will be considered as a factor in deciding who will be awarded a job opening or job vacancy.

ARTICLE 23
SUNDAY HOURS

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

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

An annual schedule of Sunday openings shall be posted no later than 60 days prior to the first open Sunday for each succeeding schedule of Sundays. Such schedule shall include the titles, duties, and level of staffing required for each Sunday.

Each regularly scheduled public service staff member shall be invited to volunteer for any Sunday duty for which the staff member is qualified, as determined by the Employer. 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 selection shall be used for all voluntary assignments.

In the event there are insufficient numbers of volunteers, the Library may hire librarians from outside of the bargaining unit to maintain adequate staffing levels. All determinations of qualifications and staffing levels shall remain within the sole and exclusive discretion of the employer. The employer will set the pay rates for all such workers.

All Sunday assignments will be in addition to the regular work week and will be paid at two times the employee's regular, straight time hourly rate, (regardless of what work is performed on a Sunday) payable in salary. Alternatively, compensatory time may be granted in lieu of salary at the joint discretion of the employer and the employee.

SECTION V

ARTICLE 24

SEVERABILITY CLAUSE

If any part, clause, portion or 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 25

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 where 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, except upon the agreement of both parties.

ARTICLE 26

DURATION OF THE AGREEMENT

This Agreement shall be effective from January 1, 2002 and shall remain in full force and effect through December 31, 2004. Negotiations on the successor contract shall commence at least ninety (90) days prior to the expiration date of this Agreement and upon written notice of one party.

OPEIU Local 32

Somerset County Library Commission

Evelyn Silverstein, Chairperson
Somerset County Library Commission

James Hecht, Director
Somerset County Library Commission

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