

Contract no. 165

A G R E E M E N T

Between

SOMERSET COUNTY LIBRARY COMMISSION

and

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 14,
AFL-CIO

January 1, 1991 - December 31, 1992

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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 14 (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 14 (Supervisors) as the sole and exclusive bargaining agent for all Librarian I, II, III and IV's holding Masters degrees in Library Science who work twenty-one (21) hours or more per week, excluding all employees holding confidential, managerial, executive, nonsupervisory, craft, security, Director and Deputy Director.

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 three fifth of the work week shall receive benefits of full-time employees, pro-rated pursuant to this agreement.

SECTION II

ARTICLE 6

SALARIES

During the term of this Agreement, employees will be compensated as follow:

1. Effective January 1, 1991, salaries will be increased to the amounts listed in Appendix A as set forth by the Salary Increase Matrix listed in Appendix B; certain salaries have been adjusted to reflect employees hired or promoted after January 1, 1991. These mid-term adjustments are effective retroactive to the date of the hire or promotion and are listed in Appendix A.

2. Effective January 1, 1991, salary ranges and salary grades will go into effect as listed in Appendix B.

3. Effective December 31, 1991, all Librarian II's not already at grade 14, shall be adjusted up to grade 14 salary rates.

ARTICLE 7

SALARY INCREASES UPON PROMOTION TO HIGHER SALARY GRADE

Any employee who is promoted to a higher salary grade shall receive an increase of at least 6% for a one grade promotion, 9% for a two grade promotion, 12% for a three grade promotion or to the minimum of the new grade, whichever is higher.

SECTION III

ARTICLE 8

HOLIDAYS

Employees receive the following paid holidays:

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

Employees working on a holiday will be compensated by receiving compensatory time off at the rate of time and one-half.

ARTICLE 9

VACATION

A. Full-time professional staff - 22 days per year beginning the first full year of employment. First year employees hired before July 1, receive pro rated portion of 22 days. Employees employed July 1 or after do not receive vacation for the first partial calendar year.

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 ten days 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 days for each month employed in that year prior to termination. The Employee shall also receive payment for any allowable accumulation of unused vacation days carried over from the previous calendar year as approved by the Library Director.

B. 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

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 at least six weeks before the time requested for vacation.

ARTICLE 10

PERSONAL DAYS

Employees may request up to three personal days per year, upon forty-eight (48) hours notice, except in the event of emergency.

During the remainder of the calendar year in which first employed, a full-time employee shall be granted one personal day 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

The following sick time with pay is granted.

- a. One (1) day 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 fifteen (15) days 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-fifth 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.

2. Unused sick leave may accrue, but the maximum permissible accrual shall not exceed 180 days.

3. Should an employee accrue 180 days of sick leave, any additional sick leave days shall earn additional vacation days at the rate of one (1) vacation day for each three (3) unused sick leave days.

4. Should any employee retire with an accumulation of sick leave days, 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 when an illness or disability has exhausted his/her accumulation of unused sick leave days. Extended sick leave benefits may be available for a maximum period of twenty-six (26) continuous weeks at the rate of 50% of the employees base salary.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the Library Director for up to 14 days. A longer leave without pay may be granted by the Commission to an employee for a serious reason. Each case shall be considered on its merits. A leave without pay longer than 90 days is considered a break of service in computing employees length of service.

To be granted a leave of absence without pay, an employee will give the Director a written request stating the reason for the leave, and the beginning and ending dates of the proposed leave. The Director shall review the request and provide written approval or disapproval of the request. Commencement of the leave is conditioned upon the written approval of the Director.

Employees on leave of absence without pay shall not accrue sick leave, personal leave, or vacation leave credit for every month or fraction thereof that the employee is on leave.

Employees may request an unpaid leave of absence for six months. This unpaid leave may be extended for an additional six months upon review and agreement of the director and the employee. The employee shall apply for reinstatement at least 60 days prior to the date on which the employee intends to return. On his/her return, the employee should be offered his/her previous position or a similar or comparable position. If such a position is not available, he/she should be offered one as soon

as it is. If an employee is on an approved leave of absence without pay for a maximum of 90 days, his/her health benefits coverage shall be continued at the expense of the Commission. After this initial leave of absence, an employee may continue his/her health benefits coverage at his/her own expense for nine more months, provided the employee contacted the Somerset County Personnel Office prior to the beginning of the leave without pay to make the proper arrangements.

ARTICLE 15

BEREAVEMENT LEAVE

Members of the unit shall receive up to five days leave with pay 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, grandparent, grandchild, step-parents or step or half relation of a similar nature. 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

MATERNITY LEAVE

Maternity leave is covered by the Articles concerning Sick Leave (Article 11), Extended Sick Leave (Article 13), and Leave Without Pay (Article 14).

ARTICLE 17

INSURANCE AND FRINGE BENEFITS

A. Health Benefits Program

The Commission shall make available a health benefit program to full time employees and to part time employees who regularly work twenty-one (21) hours or more per week. Coverage shall also be made available to the eligible dependents of these employees.

Eligible employees may choose to join one of the following programs. Effective date of coverage shall be the first of the month after completing two full calendar months of employment.

1. Traditional Somerset County Health Benefits Program administered through the Rasmussen Agency.

Under this plan, basic hospital benefits, basic medical-surgical benefits and extended hospital and medical-surgical benefits are provided. To supplement the basic plan protection, there are Major Medical benefits which pay 80% of eligible expenses after a \$100.00 deductible has been met.

2. Basic Health Maintenance (HM) and supplemental benefits program.

Under this plan, hospital, surgical and medical care are provided only by physicians and staff of the Rutgers Community Health Plan (RCHP) Health Center and those affiliated facilities as outlined in the "RCHP Benefits Program" booklet. There is a nominal fee for each visit. This program also provides a supplemental Benefits program similar to Major Medical which gives added financial assistance for medical expenses not covered under the HMO program.

3. COMED (HMO)

Under this plan the employee chooses a COMED participating private physician. There is no health care facility. There is a nominal fee for each visit.

There is no cost to the employee if he/she elects to enroll in the traditional County Health Benefits Program. The Commission will pay the same amount toward RCHP or COMED as it contributes toward the traditional County Health Benefits Program with any additional cost paid by the employee through payroll deductions. This benefit shall be extended for the first ninety days of any approved leave without pay under Article 14; thereafter the cost shall be paid by the employee.

B. Dental Plan

Employees with the exception of temporary or probationary employees, are eligible to enroll in the County Dental Program provided by Blue Shield of New Jersey. The effective date coverage shall be the first of the month after successful completion of the probationary period. The program is provided at no cost to the employee, and shall be provided at no cost to the employee for the first ninety days of any approved leave without pay under Article 14, thereafter the cost shall be paid by the employee.

C. Blood Donor Program

Permanent 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 deter-

mined 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 contribu-

tory 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 cancelled it cannot be reinstated. The contribution for the contributory life insurance is $\frac{3}{4}$ of 1% of the members salary. The contributory policy is valued at 3 times the annual salary.

ARTICLE 18

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 19

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 20

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 rate of \$0.20 per mile.

ARTICLE 21

JURY DUTY

Employees 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.

SECTION IV

ARTICLE 22
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.

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 head [and Librarian I's to Assistant Director of Administration] 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 supervisor 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 Director of Administration within three working days of the supervisor's decision. The assistant director shall meet with the employee, and his/her shop steward and department head or branch head 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 supervisor.

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 department head's decision. The Director shall meet with the employee, a union representative, the supervisor, and the department head 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 supervisor, and the department head.

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 14 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 Board, 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 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 may not make an award which exceeds the Board'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 decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him, nor shall he 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 Board 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 selection and shall issue his 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. Step 2 as Initial Step of Grievance

An employee whose immediate supervisor is also his/her department head shall bypass Step 1 of the grievance procedure and proceed directly to Step 2.

Section G. 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 23

JOB VACANCIES

Seniority is defined as 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 his/her position and not be rehired by the Commission within a month of resignation.

The director shall post notices 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.

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 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, except upon the agreement of both parties.

ARTICLE 26

DURATION OF THE AGREEMENT

This Agreement shall be effective from January 1, 1991 and shall remain in full force and effect through December 31, 1992, subject to a 1992 wage reopener. 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 14

Michael G. Boney

Susan R. Feipert

Theresa A. Bito

Somerset County Library Commission

Evelyn Silverstein

Evelyn Silverstein, Chairperson
Somerset County Library Commission

James Hecht

James Hecht, Director
Somerset County Library Commission

APPENDIX A

EMPLOYEE

<u>Librarian I</u>	<u>% Increase</u>	<u>\$ Increase</u>	<u>1/1/91 Salary</u>	<u>Mid-term Adjustment</u>
Beadle	6.0	2,509	44,321	
DelGuidice	9.5	3,605	41,555	
Fryberger	8.0	3,021	40,779	
Griesbach	8.0	2,908	39,254	
Kiney	8.0	2,946	39,766	
Morris	14.5	4,953	38,953	
Poswencyk	14.5	4,953	38,953	
Stevens	6.0	2,353	41,577	
Whiting	9.1	3,245	38,953	
Winslow	8.0	3,060	41,306	
 <u>Librarian II</u>				
Biaastro	6.5	1,998	32,738	
Bowers	7.5	2,288	32,788	Promotion 34,755 ¹
Clarkson	---	---	---	Hired 32,253
DeCastro	4.0	1,460	37,954	Promotion 40,231 ¹
Donofrio	6.0	1,098	19,398	Promotion 20,562 ¹
Freibush	6.0	1,830	32,330	Promotion 34,270 ¹
Gaydosh	6.5	2,059	33,743	
Harding	8.0	2,440	32,940	
Mellor	10.7	2,600	27,000	Promotion 32,253 ²
McCleod	7.5	2,288	32,788	Promotion 34,756
Sipos	Promotion	Promotion	29,364	Promotion 32,253 ³
Parks	Promotion	Promotion	29,780	Promotion 32,460 ³
 <u>Librarian III</u>				
Carlson	8.0	2,160	29,160	
Chen	8.0	2,160	29,160	
High	6.5	2,103	34,457	
Lisney	7.5	2,078	29,780	
Rosolanko	---	---	---	Hired 27,252
Slonim	7.5	1,247	17,868	
Davie-Ruggerio	Promotion	Promotion	16,426	Promotion 17,412 ³

¹ Effective December 31, 1991

² Effective November 1, 1991

³ Effective July 1, 1991

Librarian IV

Elfo	---	---	---	Transfer 26,136 Hired 26,136
Hojilla	---	---	---	
Walling	11.6	2,800	27,000	Hired 26,136
Wang	---	---	---	Hired 26,136
Herbert	---	---	---	

APPENDIX B
SALARY RANGES

	<u>Min</u>	<u>Mid</u>	<u>Max</u>
11	25,166	31,458	37,749
12	27,252	34,065	40,878
13	29,583	36,979	44,375
14	32,253	40,316	48,379
16	38,953	48,691	58,429

SALARY INCREASE MATRIX

<u>RATING</u>	<u>Under</u> <u>80%</u>	<u>80%-</u> <u>88%</u>	<u>88%-</u> <u>96%</u>	<u>96%-</u> <u>104%</u>
5	9.5*	9.0	8.0	7.0
4	8.0*	7.5	6.5	5.5
3	6.5*	6.0	5.0	4.0

* or to salary grade minimum, whichever is higher.