

Full-time

CONTRACT
BETWEEN
THE
OCEAN COUNTY LIBRARY
and the
OCEAN COUNTY LIBRARY EMPLOYEES
ASSOCIATION
LIBRARY ASSISTANTS and SUPPORT STAFF UNIT

April 1, 2003 – March 31, 2007

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

ARTICLE II - RECOGNITION OF THE ASSOCIATION..... 1

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

ARTICLE IV - MANAGEMENT RIGHTS..... 2

ARTICLE V - GRIEVANCE PROCEDURE..... 3

ARTICLE VI - PERSONAL TIME..... 7

ARTICLE VII - PRODUCTIVITY..... 7

ARTICLE VIII - WORK RULES..... 8

ARTICLE IX - FULLY-BARGAINED CLAUSE..... 8

ARTICLE X - EMPLOYEE RIGHTS AND REPRESENTATION..... 8

ARTICLE XI - DISCRIMINATION..... 9

ARTICLE XII - SENIORITY..... 9

ARTICLE XIII - SALARIES/MINIMUM SALARY..... 10

ARTICLE XIV - INSURANCE AND FRINGE BENEFITS..... 12

ARTICLE XV - MILEAGE..... 14

ARTICLE XVI - JOB POSTINGS..... 14

ARTICLE XVII - BEREAVEMENT LEAVE..... 15

ARTICLE XVIII - UNION LEAVE..... 15

ARTICLE XIX - HOLIDAYS..... 15

ARTICLE XX - SICK LEAVE..... 16

ARTICLE XXI - LONGEVITY..... 16

ARTICLE XXII - HOURS OF WORK..... 17

ARTICLE XXIII - SUNDAY HOURS..... 18

ARTICLE XXIV - SEVERABILITY CLAUSE..... 19

ARTICLE XXV - TEMPORARY ASSIGNMENT..... 19

ARTICLE XXVI - DUES CHECKOFF AND AGENCY SHOP (Representation Fee)..... 19

ARTICLE XXVII - WORK PERFORMANCE..... 20

ARTICLE XXVIII - PERFORMANCE EVALUATION..... 20

ARTICLE XXIX - PROMOTIONS..... 20

ARTICLE XXX - VACATIONS..... 21

ARTICLE XXXI - LEAVE WITHOUT PAY..... 22
ARTICLE XXXII - SAFETY COMMITTEE..... 23
ARTICLE XXXIII - SUPERVISORY CONFLICTS..... 23
ARTICLE XXXIV - SICK LEAVE BUY BACK PROGRAM..... 24
ARTICLE XXXV - EXAMINATION TIME OFF 25
ARTICLE XXXVI - DURATION..... 26
APPENDIX "A" - MINIMUM SALARIES 27

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 full-time, library assistants and support personnel including Library Assistant, Senior Library Assistant, Principal Library Assistant, Supervising Library Assistant, Clerk Driver, Senior Clerk Driver, Clerk Typist, Senior Clerk Typist, Account Clerk, Senior Account Clerk, Principal Account Clerk, Buyer, Assistant Buyer, Payroll Clerk, Public Information Officer, Public Information Assistant, Program Coordinator - Special Events, Data Processing Technician, Systems Analyst, Laborer, Graphic Artist 1, Maintenance Repairer, Senior Maintenance Repairer, Assistant Public Information Officer, Coordinator of Volunteers, Graphic Artist 3, Technician, Management Information Systems Coordinator, Security Guards (Full-Time) and Library Associate, but excluding Secretarial Assistant-Steno, Administration Services (1), Administrative Secretary-Steno, Administration Services (1), Principal Clerk Typist, Administration Services (1), Library Trainee and Library Intern, (2) Senior Library Assistant/Clerk Typist - Personnel Section of Administration, Human Resources/Training Officer. All part-time, per diem and temporary employees are also excluded.

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 services and maintenance of the facilities and equipment of the Commission.
 3. To reprimand, suspend, discharge or otherwise discipline employees;
 4. To hire, promote, transfer, assign, reassign, lay-off and 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. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. Formal grievances, answers and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
- F. There shall be no additional issues submitted during the grievance process once a grievance has been submitted to the Commission or Library.
- G. Failure by the library to process a grievance within the specified time limits shall render the grievance advanced to the next level.
- H. Failure by the Commission to issue a decision within the specified time limits shall render the grievance advanced to the next level.
- I. Class grievance 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 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 is 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) days after a grievance was submitted to the Library Director, submit an appeal, in writing 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

PERSONAL TIME

Personal time is designed to be used for an employee to transact personal business, which can only be done during hours when the library is open. Personal time may not be carried over from year to year.

During the first year of employment, personal time is earned at the rate of one (1) day for each four (4) months worked, and may only be used as they are earned. Thereafter, the employee may request up to three (3) days per calendar year. The employee's supervisor must approve such requests in advance.

Personal time may be used in increments of one (1) hour.

ARTICLE VII

PRODUCTIVITY

The Association and all other employees in this bargaining unit agree to cooperate with the Commission and its agents in any productivity program adopted by the Commission concerning members of this bargaining unit. The bargaining unit agrees to appoint two (2) persons from its membership to membership on a Commission-appointed productivity committee. The Association agrees that it supports and will cooperate with all efforts of the Commission to increase and improve productivity among members of this bargaining unit.

ARTICLE VIII

WORK RULES

The Commission may, at its discretion, adopt reasonable work rules for the efficient, orderly and timely completion of assignments performed by members of this bargaining unit. The bargaining agent will be given a copy of any work rules fifteen (15) calendar days prior to the imposition of those work rules and the bargaining agent will be required to make any consultative comments it may have, no later than ten (10) calendar days after receipt of the proposed work rules. The Commission will consider the comments of the bargaining agent but the final adoption and implementation of the work rules document will be left to the discretion of the Commission.

ARTICLE IX

FULLY-BARGAINED CLAUSE

The parties agree that they have fully-bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

ARTICLE X

EMPLOYEE RIGHTS AND REPRESENTATION

The Library Commission and the 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 XI

DISCRIMINATION

The parties agree that they shall not discriminate on the basis of age, sex, race, gender, religion, union membership or for filing a PEOSHA complaint. The parties also agree that they shall observe all existing state and federal statutes regarding matters of discrimination.

ARTICLE XII

SENIORITY

- A. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer, with respect to promotion; 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. Employees who moved from part-time status to full-time status from April 1, 1995 through April 1, 2000 will receive 50% credit for the part-time years worked 1995 through 2000 as an addition to their full-time seniority. Credit will be awarded on a full-year-only basis; any portions or fractions will be rounded to the lower whole number, i.e., hired part-time July 1995 to full-time October 1998 = 3.3 years x 50%=1.6; credit will be one year added to full-time seniority.
- F. If an employee changes status to full-time, they shall be entitled to 50% of part-time continuous service for seniority and longevity.

ARTICLE XIII

SALARIES/MINIMUM SALARY

- I.
 - a. Effective April 1, 2003, all bargaining unit employees shall receive a 3.9% increase to current base wage.
 - b. Effective April 1, 2004, all bargaining unit employees shall receive a 3.9% increase to current base wage.
 - c. Effective April 1, 2005, all bargaining unit employees shall receive a 3.9% increase to current base wage.
 - d. Effective April 1, 2006, all bargaining unit employees shall receive a 3.9% increase to current base wage.
 - e. All increases shall be retroactive to April 1, 2003 from date of ratification.

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 \$1,500.00 once the following two conditions have been met: 1) N.J. Department of Personnel permanency in title and 2) One (1) full year of satisfactory performance.

See attached Appendix "A" for listing of Minimum Salaries.

ARTICLE XIV

INSURANCE AND FRINGE BENEFITS

The existing fringe benefits in effect for the Library Commission employees on the following matters shall continue in full force and effect for the term of this Agreement. Health, Surgical, Major Medical, Prescription and Retirement Benefits:

1. Effective April 1, 1994, the Commission shall provide medical coverage to Library employees through the New Jersey State Health Benefits Program as supplemented by the N.J. Local Prescription Drug Program and Chapter 88 P.L., 1974, as amended by Chapter 436 P.L., 1981. Health and Prescription insurance coverage becomes effective after completing 60 days of service.
2. The Commission shall not change the health insurance coverages referred to in paragraph 1, except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the Commission has no control over or any obligations regarding such changes.
3. Eligible employees may change his or her medical coverage only during the announced open enrollment period of each year (usually in the month of October). The effective date of the new coverage will be January 1st of the following year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.
4. Employees shall be eligible for payment for one half of unused sick leave at retirement up to a maximum of \$15,000.
5. Any benefits contained in the personnel policies of the Commission.
6. All employees will be eligible for dental coverage on the first of the month after they have completed ninety (90) days of employment. There is a choice of two plans.

The Traditional Plan (a.k.a. Dental Option Plan) gives the choice of using participating dentists, but provides the option to go out-of-network. This

Plan has covered benefit maximum of \$1,000.00 per patient per calendar year combined for all services except orthodontics, which is subject to a separate maximum payment of \$800.00 for covered services during the lifetime of each eligible person. This plan also carries a deductible of \$25.00 per patient not to exceed \$75.00 per family that is not applicable to preventive and diagnostic charges as set forth.

Payment under the Dental program is made based on the "Usual, Customary and Reasonable" ("UCR") fee, as determined by the carrier for the following services:

- 100% of UCR fee for Preventative/Diagnostic Services
- 80% of UCR fee for Therapy/Treatment Services
- 50% of UCR fee for Prosthodontics and Periodontics, Inlays, Crowns, Orthodontic and Oral Surgery benefits
- 20% of UCR for Fillings (amalgam - one surface), Simple Extractions and Anterior Anterior Root Canal

For any of the percentages shown above that are less than 100%, a participating dentist may bill for the difference up to the 100% UCR fee. A participating dentist must accept 100% of the UCR fee as payment in full. If the dentist is not a participating provider, the subscriber is responsible for the difference between the covered expense and the dentist's charge, even if it exceeds the UCR fee. If the dentist charges less than the UCR fee, the Plan will pay the percent shown above of the actual charge.

The HMO Plan (a.k.a. Horizon Dental Choice Plan) limits the patient to using participating dentists only. This plan has no covered maximum benefit and does not carry a deductible. However, if the patient or a dependent has dental work in progress, the work must be completed before enrolling in this plan.

Payment under this plan is 0% with the exception of Crowns (porcelain), Bridges (Pontic gold), Full Denture (upper) and Orthodontics (class I), which are paid at 50%.

7. All employees will be entitled to an Ocean County Library Vision Service Plan.

ARTICLE XV

MILEAGE

Any employee who uses his/her personal vehicle to accomplish requirements of the job outside of Ocean County, if such use is authorized by an appropriate Library Commission supervisor, shall be Reimbursed for the actual mileage utilized, based upon odometer readings and adherence to all Library Commission rules and regulations regarding routes utilized and the filing of appropriate vouchers at the current Internal Revenue Service standard rate per mile plus any tolls. All tolls must be accompanied by receipt. Odometer readings must be verified and mileage shall only be for miles actually traveled on Library Commission business and not for any personal business of the employee.

In-County travel with personal vehicles is reimbursed annually by a \$25 County travel allowance which will be paid in a December payroll check to members of the bargaining unit employed by the Library Commission on or before the preceding March 31. Employees will be reimbursed at the current Internal Revenue Service standard rate per mile for more than 100 miles of in-County travel in one calendar year.

ARTICLE XVI

JOB POSTINGS

All Library employees are to be notified of job openings and job vacancies prior to the filling of such positions by the posting of notices 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 eight (8) calendar days.

ARTICLE XVII

BEREAVEMENT LEAVE

All employees shall receive up to twenty-one (21) hours bereavement leave in the event of the death of a spouse, child, daughter-in-law, son-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild, aunt, uncle or any other member of the immediate household. All employees shall be entitled to a leave of one (1) day in order to attend the funeral services of a spouse's aunt, uncle or grandparent. Unusual family situations, in individual cases regarding step relatives, may warrant considering such family member as a member of the "immediate household". The Director may grant such leave of absence, when the request is made in writing, at his/her sole discretion. The employee's supervisor must be advised as soon as possible of the need for such leave. The Library may require proof of loss whenever such requirement appears reasonable. Bereavement leave may be taken in hours.

ARTICLE XVIII

UNION LEAVE

A total of twenty-five (25) aggregate 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 XIX

HOLIDAYS

Annually, in the first payroll period of January of each year, the Commission shall publish its schedule of holidays. The holiday schedule may vary from year to year based upon the days of observance that the Commission determines appropriate for that calendar period. The number of holidays granted will be fourteen (14) days per year.

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

If the Administration, by action of the Ocean County Library Commission, grants additional holidays, such holidays shall be added to the total of the fourteen (14) holidays noted above for that specific year only.

There are eleven (11) holidays designated as "closed" and three (3) floating holidays.

ARTICLE XX

SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month in the first year of service, commencing in the first month or major portion thereof from date of hire. It is assumed that the employee shall remain in the service of the Ocean County Library Commission for the remainder of the calendar year, and the total number of sick days, pro rated, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay of the employee. Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by Ocean County Library employment for which the employee has a claim for Worker's Compensation shall not be charged as sick leave as long as the Worker's Compensation claim is awarded. Any holidays occurring during a period of sick leave, shall not be chargeable to sick leave as long as those holidays are part of the Ocean County Library Commission's annual holiday schedule.

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

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

ARTICLE XXI

LONGEVITY

Longevity pay for all classified permanent employees with seven (7) or more years of continuous and unbroken service to the Ocean County Library will be based upon the schedule set forth below. Years of service shall be "full-time" years.

Effective January 1, 1992:

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

ARTICLE XXII
HOURS OF WORK

Except as set forth below for employees hired after December 1, 2005, the work week for the Ocean County Library shall consist of any thirty-five (35) hour period, excluding Saturday and Sunday, as indicated on the schedule prepared by the Ocean County Library Commission. Overtime shall be paid at the rate of time and one-half (1 ½) after seven (7) hours in a day or thirty-five (35) hours in a week or after eight (8) hours in a day or forty (40) hours in a week for employees with a forty (40) hour work week. All overtime must be approved by a supervisor.

Employees shall be allowed to accrue a maximum of 19 hours of compensatory time.

Saturday Work:

Except as set forth below for employees hired after December 1, 2005, an employee who works on a Saturday as a sixth day during the pay week may:

- (a) take a day off during the pay week to maintain a 35 hour workweek; or
- (b) earn comp time or pay for the day.

When choosing Option B, it is understood that overtime shall be calculated after 40 hours per week, i.e., an employee will either be paid for 43 hours or will be paid for 35 hours and carry over 8 hours of comp time.

Pursuant to the above, prior to the first payday in January each year, employees shall be required to elect to receive overtime payment for Saturday work either in comp time or cash payment, subject to the time limits set forth herein.

For full-time staff hired after December 1, 2005, Saturday is a regular workday and the Library may schedule employees to work Saturday as part of their regular 35 hour pay week.

An employee's request for variant scheduling may be approved by the Management Supervisor upon favorable recommendation of the Department/Branch Head. A variant schedule must be a regular schedule that does not vary from week to week. Time earned in excess of seven (7) hours per day or thirty-five (35) hours per week while on variant scheduling is considered part of the regular work schedule and is never compensated at overtime pay rates.

Employees called into work to deal with an emergency situation (building alarms, etc.) outside of regular hours of work are entitled to overtime and will be compensated for a minimum of two (2) hours work time.

Employees scheduled to empty bookdrops on days the Library is closed will be paid overtime. In these instances, employees are entitled to a minimum two (2) hours work schedule (will work two (2) hours) and will be paid for three (3) hours (time and one half).

ARTICLE XXIII

SUNDAY HOURS

It is understood and agreed by and between the parties that the Library anticipates opening 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. All employees hired before October 1, 1997 shall be paid at the rate of double time.
2. A schedule of Sunday openings shall be posted 3 months in advance. Such schedule shall indicate the titles, duties and level of staffing required for each Sunday.
3. 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 selection shall be used for all involuntary assignments.

In the event there are insufficient numbers of volunteers, staff shall be assigned in reverse seniority order until each member has had a minimum of one Sunday assignment either on a voluntary or involuntary basis. After all staff have had one such assignment, the process shall be repeated beginning with the least senior staff members. This method of selection shall be used for all involuntary assignments.

All staff shall be eligible for voluntary and involuntary assignments regardless of their normal work location provided they are qualified to perform the duties required.

4. All other hours worked on Sunday for special events shall be paid at the rate of time and a half for all employees.
5. For all staff hired after October 1, 1997, Sunday hours will be considered part of their regular work week and compensated at their regular rate of pay. The employer is entitled to schedule these employees for the Sunday hours before making the volunteer assignments described above.

ARTICLE XXIV**SEVERABILITY CLAUSE**

If any part, clause, portion of article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXV**TEMPORARY ASSIGNMENT**

Any employee who must work in a higher job classification than his/her present assigned classification for a period in excess of five (5) consecutive working days shall receive the higher of either the minimum rate for the temporarily assigned position or a rate equivalent to an annual increase of 10% for the period of time so assigned. For purposes of this article, temporary assignment does not include replacement for vacation.

ARTICLE XXVI**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, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library Commission in reliance upon salary deduction authorization cards submitted by the Association to the Library Commission. The Library Commission will forward all dues deduction monies collected biweekly to the President of the O.C.L.E.A. 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 or subsequently hired during the term 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 XXVII

WORK PERFORMANCE

All employees covered by this Agreement will be expected to perform all duties as assigned by their supervisor. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other functions which may be assigned from time to time by their supervisors or through Employer work rules, personnel regulations or other regulations. It is also recognized and agreed that employees in this bargaining unit recognize the authority of the Commission to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Commission.

ARTICLE XXVIII

PERFORMANCE EVALUATION

The Employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Employees will be provided with a copy of his/her performance evaluation.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact the appropriate supervisor for an appointment for such discussion.

ARTICLE XXIX

PROMOTIONS

- \$1,500 for promotion from Library Assistant to Senior Library Assistant (and other entry level to Senior titles)
- Promotion to the title of Principal Library Assistant, Supervising Library Assistant, Senior Maintenance Repairer, Graphic Artist III, Principal Account Clerk, Principal Clerk Typist and Public Information Officer will result in a 10% increase to the base salary or the minimum salary for the title, whichever is greater.

ARTICLE XXX

VACATIONS

The Library's vacation program is set forth as follows.

1. Employees in their first calendar year of service. . . one (1) day per month of service up to a total of twelve (12) days.

Employees in the calendar years in which their first through third anniversary dates of service occur. . . twelve (12) days.

Employees in the calendar years in which their fourth through eighth anniversary dates of service occur. . . fifteen (15) days.

Employees in the calendar years in which their ninth through twelfth anniversary dates of service occur. . . twenty (20) days.

Employees in the calendar years in which their thirteenth through sixteenth anniversary dates of service occur. . . twenty-two (22) days.

Employees in the calendar years in which their seventeenth anniversary date of service and all following anniversary dates of service occur. . . twenty-four (24) days. (Employees earning 25 days vacation in the calendar year 1997 shall continue to do so.)

- 2. For purposes of this Article, "anniversary dates of service" shall occur every twelve months on the date in which the employee commenced full time service with the Library Commission.
- 3. It is understood by the parties that vacations are administered on a calendar year basis with eligibility for vacation allowance due January 1 of the same year that the designated anniversary occurs and the employee shall receive the total number of vacation days with no prorating for the year of the anniversary.

Each employee will be informed of his/her vacation time. Any employee leaving the service of the Commission shall have unused vacation time paid to him/her; this shall be on a prorated basis. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs. An employee may carry over five (5) vacation days to the next year; additional carry-over vacation time requires the approval of the supervisor. All such carried over time must be used in the second year or it is forfeited without compensation.

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

ARTICLE XXXI

LEAVE WITHOUT PAY

I. GENERAL POLICY

Employees may apply for leave without pay. All such requests shall be considered consistent with the uniform rules and regulations of the New Jersey Department of Personnel Statutes, New Jersey Family Leave Act ("NJFLA"), and Federal Family and Medical Leave Act ("FMLA"). Decisions of management of these matters are final and binding.

II USE OF VACATION AND SICK LEAVE

Any and all employees who seek leave, including leave under FMLA or NJFLA, are required to use all vacation and/or sick time available before any unpaid leave will be provided. As a consequence, and as an example, if an employee has one week of vacation and one week of sick time available to him/her, he/she will have two weeks of paid leave of the total twelve weeks of leave. Moreover, upon his/her return will not be entitled to an additional week of vacation.

III NOTICE PROVISIONS, ADVANCE NOTICE OF LEAVE

All employees must notify the Library thirty (30) days in advance of his or her request to take leave without pay, including FMLA and/or NJFLA leave. Notice need not be given when the need for the leave was not reasonably foreseeable.

IV HEALTH BENEFITS DURING NJFLA AND/OR FMLA

When an employee is granted the privilege of leave without pay, health coverage will continue as mandated under the NJFLA and/or the FMLA. After that time has elapsed, if necessary, coverage under COBRA may be purchased for the time period allowed by law.

ARTICLE XXXII

SAFETY COMMITTEE

1. The role of this Committee is to investigate safety and employee health issues in the workplace and, as appropriate, evaluate and make recommendations.
2. The Committee will meet as needed but not less than six (6) times a year.
3. Input to the Committee will be solicited by the Committee Chair by a memo to the staff. The library administrative staff person will forward summaries of staff accidents to the Committee.
4. The Committee should identify possible ways to investigate issues and do preliminary investigations to evaluate/prioritize the issues.
5. The Committee should recommend possible remedies as appropriate.

6. The Chair of the Safety Committee will report to library management on a monthly basis – new issues, current investigations and recommendations.
7. The Association shall have to right to appoint one (1) representative from the bargaining unit.

ARTICLE XXXIII

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 undertake such activities.

ARTICLE XXXIV

SICK LEAVE BUY BACK PROGRAM

Purpose: The purpose of the Sick Leave Buy Back Program is to encourage employees to make judicious use of their annual sick leave allotment by providing a financial incentive.

Eligibility: In order to participate in this Program, an employee must satisfy all of the following conditions:

1. Must be an active employee of the Commission or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must be credited with at least 60 days of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.
4. Must have used not more than seven (7) days of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

How the Program Works:

1. During January of each year, an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between four (4) and nine (9) days of earned and unused sick leave.
2. Compensation may be computed at the rate of fifty percent (50%) of the daily base wage on the date of application times the days to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with New Jersey Department of Personnel rules and regulations.

ARTICLE XXXV

EXAMINATION TIME OFF

Employees who are provisionally serving in a position for which an open competitive or promotional examination is scheduled, or who are eligible to take a promotional exam for the next title in sequence, may leave work for up to two and one half (2½) hours on the day of the examination. Eligibility for promotion is defined as permanency in existing title for the required period of time as determined by N.J. Department of Personnel.

ARTICLE XXXVI

JOINT MANAGEMENT LABOR COMMITTEE

- Section 1. - The Commission and the Union agree to establish a "Labor Management Committee."
- Section 2. - The Union shall be entitled to assign no more than two (2) Union members from each collective bargaining unit to the Committee.
- Section 3. - The Committee will meet at mutually agreed upon dates and times, but no less than twice a year.
- Section 4. - The Union will submit items they want placed on the agenda no later than three (3) work days prior to the scheduled meeting to the Library Director or designee. The Library will also supply a list of agenda items to the Union representative no later than three (3) work days prior to the scheduled meeting. The representative from the Library will ensure that the agenda is distributed to all committee members prior to the meeting.

Section 5. - It is understood that any discussion and/or recommendation of the Committee is non-binding on any party or individual and is solely advisory.

ARTICLE XXXVII

DURATION

This Agreement shall be in full force and effect from April 1, 2003 until March 31, 2007.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this ____ day of ____, 200__.

**OCEAN COUNTY LIBRARY
COMMISSION**

**OCEAN COUNTY LIBRARY EMPLOYEES
ASSOCIATION**

Chairman

President

Library Director

Business Agent

ATTEST: _____

APPENDIX "A"

MINIMUM SALARIES

Title	1-Apr-03	1-Apr-04		1-Apr-05		1-Apr-06
Account Clerk		19000	10.44	20000	10.99	
Assistant Buyer		20000	10.99	21000	11.54	
Assistant Public Information Officer		32000	17.58	33000	18.13	
Buyer		25000	13.74	26000	14.29	
Clerk Typist		19000	10.44	20000	10.99	
Coordinator of Volunteers		32000	17.58	33000	18.13	
Data Processing Technician *		29700	16.32	30700	14.76	
Graphic Artist Level 1	24000	-		25000	13.74	
Graphic Artist Level 3		32000	17.58	33000	18.13	
Library Assistant		19000	10.44	20000	10.99	
Library Associate	28000	-		29000	15.93	
Library Clerk Driver		19750	10.85	20750	11.40	
Maintenance Repairer*	24000	-		25000	12.02	
Principal Account Clerk		27000	14.84	28000	15.38	
Principal Clerk Typist		27000	14.84	28000	15.38	
Principal Library Assistant		27000	14.84	28000	15.38	
Program Coordinator - Special Events		32000	17.58	33000	18.13	
Public Information Assistant		21000	11.54	22000	12.09	
Public Information Officer		33000	18.13	34000	18.68	
Security Guard	18750	19750	10.85	20750	11.40	
Senior Account Clerk		20500	11.26	21500	11.81	
Senior Clerk Typist		20500	11.26	21500	11.81	
Senior Library Assistant		20500	11.26	21500	11.81	
Senior Library Clerk Driver		21250	11.68	22250	12.23	
Senior Maintenance Repairer*	25500	-		26500	12.74	
Supervising Library Assistant		32000	17.58	33000	18.13	
Systems'Analyst*		36500	20.05	37500	18.03	
Technician, Management Information Systems Coordinator*		31500	17.31	32500	15.63	

* 40 hour a week positions