

AGREEMENT

BETWEEN

THE MONMOUTH COUNTY LIBRARY COMMISSION

THE COUNTY OF MONMOUTH

-AND-

AFSCME NEW JERSEY COUNCIL 63

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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ARTICLE 1
PREAMBLE

1.1 This Collective Negotiations Agreement ("Agreement") is entered into this ___ day of _____, 2019, by and between the MONMOUTH COUNTY LIBRARY COMMISSION ("Library" or "Employer"), the COUNTY OF MONMOUTH ("County") and AFSCME NEW JERSEY COUNCIL 63 ("Union").

1.2 The Library endorses the practices and procedures of collective negotiations as a fair and orderly way of conducting relations with its employees insofar as practices and procedures are appropriate to the function and obligations of the Library, acting through the Library Director, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Library.

1.3 The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Library by the laws of the state of New Jersey. It is the intention of this Agreement to provide, where not otherwise mandated by law, for the salary structure, fringe benefits, and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interferences with efficient operations of the Library, and provide an orderly and prompt method for handling and processing grievances.

ARTICLE 2
RECOGNITION

2.1 Employees Included in the Negotiations Unit - The Library recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and for additional classifications as the parties may later agree to include or are required to be included pursuant to the Workplace Democracy Enhancement Act ("WDEA"), P.L. 2018, c. 15. The Library Director, Assistant Director (if any), Supervising Librarian, Monitors and casual employees who work an average of fewer than four (4) hours per week over a period of 90 calendar days are excluded from the negotiations unit. Any further exclusions from the negotiations unit shall be based upon the reasons established in the New Jersey Employer-Employee Relations Act (e.g. for confidential employees).

2.2 Seasonal Employees - The parties recognize that pursuant to the WDEA, certain seasonal employees in negotiations unit titles previously excluded from the negotiations unit may be included if they meet the qualifications established in the law. These employees hold the titles of Library Assistant, Library Associate and Librarian 1 and are generally paid on an hourly basis. The parties agree that their inclusion in the

negotiations unit is not intended to afford them any additional benefits offered through this Agreement unless specifically negotiated. Accordingly, by way of example and not limitation, these employees shall not accumulate vacation or personal time, and will accumulate sick time to the extent established by current New Jersey law. These employees shall not be eligible for overtime for working on Sundays. During the term of this Agreement, their compensation shall be established at the minimum hourly rate of their title as set forth in Appendix A of this Agreement, and they shall not be eligible for the annual raises provided in Section 5.1 of this Agreement.

ARTICLE 3
UNION SECURITY

3.1 Maintenance of Membership - Although it is understood that Union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee falling within the scope of the recognition clause in Article 2 of this Agreement may elect to join the Union after thirty (30) days of employment with the Library. Any such employee covered by this Agreement who elects to join the Union shall pay the Union those dues, fees and assessments uniformly required of all members of the Union in good standing for the term of this Agreement except as hereinafter provided. An employee covered by this Agreement who elects to join the Union may thereafter withdraw from membership in the Union upon proper written notice provided to the Employer and Union in compliance with the WDEA. Membership dues, fees and assessments shall be automatically deducted from the employee's pay upon proper written notification and Union certification as to the amounts to be deducted.

3.2 Dues Deduction; Procedure - The Library agrees to deduct the regular monthly Union dues of such employees from their pay and remit such deductions by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Library in writing at least thirty (30) days in advance of

any change in the dues structure.

3.3 Indemnification - The Union agrees to indemnify and hold the Library and/or County harmless against any and all claims, suits, orders or judgments brought or issued against the Library and/or County as a result of any action taken or not taken by the Library and/or County under the provisions of this Article.

ARTICLE 4
HOURS OF WORK

4.1 The nature of public library operations requires that the Library be open to serve the public evenings and Saturdays. The hours from 9:00 a.m. to 9:00 p.m., Mondays through Thursdays, and 9:00 a.m. to 5:00 p.m. Fridays and Saturdays are considered normal working hours by the profession and are so regarded by the Library and the Union.

4.2 The workweek is currently defined by the Library as starting at 12:00 A.M. on Saturday morning and ending on 11:59 P.M. the following Friday evening, but is subject to change in the Library's managerial discretion to the extent permissible by federal and state law. Full-time employees shall work thirty-five (35) hours in a standard workweek, and accordingly, those full-time employees who are scheduled to work on a Saturday will receive a weekday off during that same workweek. Any employee who continues to work less than thirty-five (35) hours per week will be considered as a part-time employee.

Subject to the other terms and conditions set forth in this Agreement, the Library shall determine the hours employees will work. Where an employee requests a specific schedule of hours and the Library agrees that such a schedule is appropriate, the Library may schedule the employee to work the specific schedule, as requested by the employee. When an employee is scheduled to

work on a Saturday, the Employer will attempt to accommodate employee requests for a particular weekday off during that workweek, but retains the managerial authority to make the ultimate decision regarding all matters of scheduling.

Employees who work beyond thirty-five (35) hours in a week shall be compensated for all such time worked on a straight-time basis up to forty (40) hours of work. Employees who work beyond forty (40) hours in a week shall be compensated for all such time worked at one and one-half (1 and $\frac{1}{2}$) times their base pay. Sick leave shall not count as hours worked for overtime purposes.

4.3 Employees who work holidays will receive pay at the rate of time and one-half (1 and $\frac{1}{2}$), in addition to holiday pay. Employees who work on Sundays will be paid at the rate of one and one-half (1 and $\frac{1}{2}$) times their regular rate of pay.

4.4 All full-time employees shall be granted an unpaid lunch period of not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour as scheduled by the Library.

4.5 Employees shall be entitled to one (1) paid fifteen (15) minute rest period per seven (7) hour shift as may be scheduled by the Library Director or designee.

4.6 The Library shall follow the County's emergency closing policy as set forth in Section 510 of the County's Employee Guide to Policies, Benefits and Services, and as it may

be amended.

4.7 It is understood that on occasion, due to an emergent matter the Employer may require an employee to physically report to a Library facility on a day in which he or she is scheduled to be off. In such instance, that employee shall be guaranteed a minimum of three (3) hours of pay. However, the Employer may require the employee to remain at work for the full three (3) hours even if the employee has completed the task for which he or she was specifically called into work.

Alternatively, the employee may choose to leave upon completion of the task for which he or she was specifically called into work, but shall only be compensated for the actual time worked, or one (1) hour, whichever is greater. Employees who are required to work on a scheduled day off, but are not required to physically report to work (such as a matter that be resolved remotely via computer) shall entitled to be compensated a minimum of one (1) hour, or the actual time worked, whichever is greater. This shall not include *de minimus* work such as responding to a simple phone inquiry or brief e-mail.

This Section shall not apply to employees who volunteer to report to work on an otherwise scheduled day off and shall become effective the date this Agreement is ratified by all of the parties.

ARTICLE 5
COMPENSATION

5.1 Salaries for employees within the negotiations unit shall be as follows:

- (a) All employees in the unit and employed by the Employer on December 31, 2018 shall receive a base wage percentage increase of two and one-half percent (2.50%), effective and retroactive to January 1, 2019.
- (b) All employees in the unit and employed by the Employer on December 31, 2019 shall receive a base wage pay increase of \$250 followed by a base wage percentage increase of two and one-half percent (2.50%), effective January 1, 2020.
- (c) All employees in the unit and employed by the Employer on December 31, 2020 shall receive a base wage pay increase of \$250 followed by a base wage percentage increase of two and one-half percent (2.50%), effective January 1, 2021.
- (d) Consistent with current practice, employees must be on the payroll as of the date a Memorandum of Agreement ("MOA") accepting the terms set forth in this Article was ratified by the Union's membership to be eligible for any retroactive salary payments. If an employee is on an unpaid leave, he or she will receive retroactive

pay only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so. Retroactive pay shall be issued as soon as practicable but in no event later than 45 days after the MOA is both ratified by the Union's membership and adopted by the Library Commission and Board of Chosen Freeholders.

- (e) Minimum salaries are set forth at Appendix A to this Agreement.
- (f) Part-time employees shall be compensated on a *pro rata* basis.
- (h) The parties acknowledge that on January 1, 2016, the County changed its pay cycle so that an employee's annual salary is now paid in 24 bi-monthly installments. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

5.2 Employees who use their own car on Library business or to attend meetings as authorized representatives of the Library shall receive mileage reimbursement at the established County rate from the Headquarters Library to the meeting and return to the Headquarters Library, or in the event an employee is

regularly assigned to a particular Library facility other than the Headquarters Library, then from the employee's regularly assigned Library facility to meeting and return to such employee's assigned Library facility. Employees required to travel to a second Library facility in the same workday will receive mileage from the first Library facility to the second Library facility. Children's Librarians will receive mileage for traveling to and from job-related school activities.

5.3 The Library will pay necessary tolls, parking fees, registration fees and luncheons, provided necessary documentation is presented in accordance with the Monmouth County Policies and Procedures Manual.

5.4 Attendance at New Jersey Library Association meetings and compensation for same shall be governed by the regulations in the Monmouth County Policies and Procedures Manual.

ARTICLE 6
EQUITABLE CLASSIFICATION AND SALARY ASSIGNMENT

6.1 No person shall be appointed or employed under any title not appropriate to the duties performed, nor assigned to perform duties other than those properly pertaining to the position which he or she legally holds. The Library shall provide copies of any applicable Civil Service job descriptions to the Union upon request.

6.2 The Library shall have the right to require a negotiations unit employee to perform work other than that work which the employee would otherwise perform. In the event that the Library should require a negotiations unit employee to perform work other than that work which the employee would otherwise perform for a period of six (6) or more consecutive working days, the employee shall thereafter receive said employee's regular wage rate or the minimum wage rate for the classification to which such employee is assigned. An employee shall promptly advise the Library Director or other member of the Administration Department if he or she believes that he or she is working outside the scope of his or her title but is not being compensated as required by this Section, in order to provide the Library Administration a reasonable opportunity to review the matter and take whatever action may be warranted under the circumstances.

ARTICLE 7
PROMOTION POLICY

7.1 To provide incentive for advancement within a job title as well as incentive for promotion to higher job titles, the Library shall encourage employees to take part in appropriate in-service training. Time spent in attendance of in-service training shall be considered part of the work schedule.

7.2 The Library will circulate, and e-mail to the extent possible, a memorandum listing job vacancies as they occur, which shall be posted at the Headquarters Library, the Eastern Branch, and all other branch Libraries.

7.3 The Employer shall offer a tuition assistance and reimbursement plan to the same extent and under the same conditions as generally offered by the County to its non-represented employees.

7.4 When a unit employee is promoted to a higher title he or she shall receive an increment of three percent (3%) or the minimum of the higher classification, whichever is greater.

7.5 (a) In the event that the Library intends to fill a negotiations unit job or creates a new job that would be applicable to the negotiations unit, the Library shall invite negotiations unit employees to make written application for such position. Postings will be placed on bulletin boards, and e-mailed to the extent possible.

(b) The successful applicant, if any, for the position, if a negotiations unit employee, must perform the job to the satisfaction of the Library within ninety (90) working days after the date such position had been filled. Should he or she fail to perform the job to the satisfaction of the Library, the employee may be returned to his or her former job.

7.6 The provisions of Sections 7.2 and 7.5 of this Article shall not be applicable in the event a new library is incorporated into the Monmouth County Library System with respect to employment at the newly acquired library.

ARTICLE 8
SAFETY AND HEALTH

8.1 First aid kits shall be made available to all library branches.

8.2 There shall be established a joint Library/Union Safety and Health Committee to review safety and health issues. Each party shall designate up to two (2) members of the Committee. The Library Director shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

ARTICLE 9
HOLIDAYS

9.1 The following days shall be recognized as paid holidays for all employees covered by this Agreement:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

9.2 Any holiday that falls on a Sunday shall be celebrated on the following Monday. If any holiday falls on a Saturday, then the Library will be closed on that holiday and employees will be compensated with holiday pay for that holiday in accordance with the County's recognized holiday schedule.

9.3 Any other holiday granted to other County employees by resolution of the Board of Chosen Freeholders, the Governor of New Jersey, or the President of the United States, shall also be granted to employees of the negotiations unit.

9.4 The Library shall have the right to designate holiday assignments. The Library will seek volunteers before making such assignments. Volunteers shall be given preference in holiday assignments to the extent that employees are qualified

to perform the services needed in the branch and/or headquarters where the holiday is to be worked. To the extent that volunteers are not qualified or sufficient in number to meet the Library's holiday requirements, holiday assignments shall be rotated amongst all employees. In designating holiday work assignments, the Library shall, not less than once each year, prepare a seniority list of those employees who, in the opinion of the Library Director, are then qualified by job title and prior experience, to work holiday assignments. Holiday assignments shall be rotated amongst all employees qualified to work such holiday assignments, subject to the Library's right to designate not less than two (2) employees from the particular branch and/or headquarters where the holiday is to be worked without reference to the seniority list. Employees selected from such seniority list to work on a holiday who fail to work on a holiday assignment for any reason shall not be selected again until all other employees from such a seniority list have been selected for a holiday assignment.

ARTICLE 10
VACATIONS

10.1 All employees covered by this Agreement shall be entitled to vacation leave with pay as provided herein (except as modified by Section 10.5):

- (a) One (1) working day per month worked during the first calendar year of employment;
- (b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service, earned at one (1) day per month;
- (c) Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years of service, earned at the rate of one and one-quarter (1 and $\frac{1}{4}$) days per month;
- (d) Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years of service, earned at the rate of one and two-thirds (1 and $\frac{2}{3}$) days per month; and,
- (e) Twenty-five (25) working days per year after twenty (20) years of service, earned at the rate of two and one-twelfth (2 and $\frac{1}{12}$) days per month.

10.2 All employees covered by this Agreement will comply with County policy regarding vacation carryover.

10.3 Permanent part-time employees shall be eligible for

vacation leave on a prorated basis on a direct ratio per the County work schedule.

10.4 If a holiday should fall while an employee is on vacation, one (1) day for each holiday shall be granted in addition to vacation time to the employee involved.

10.5 The parties agree to incorporate the terms of the October 9, 2007 letter agreement, under Appendix B attached hereto, clarifying the vacation policy for licensed professional librarians hired prior to January 1, 2004, which provides that notwithstanding the provisions of Section 10.1, all such employees shall be entitled to twenty (20) working days of vacation per year until after 20 years of service, at which time they will be entitled to twenty-five (25) working days of vacation.

10.6 Employees will be credited for a year of service in determining time served for their vacation time no matter when during the year an employee began his or her employment.

ARTICLE 11
ADMINISTRATIVE LEAVE

11.1 All employees shall be granted three (3) administrative days per year, which shall be non-cumulative, except that the in the first year of employment these days shall be pro-rated.

11.2 Except in cases of emergency, requests for administrative leave shall be made in writing five (5) days in advance and approved in advance. Department Heads shall make administrative leave request forms available to employees.

11.3 Administrative leave must be used within a calendar year and shall not be cumulative from year to year.

11.4 Administrative leave shall not be granted at the beginning or end of a vacation or a paid holiday, except in cases of emergency, or if Library management, in its sole discretion, agrees to allow for same on a case-by-case basis.

11.5 Administrative leave may be taken in hourly increments, or less if permitted by general County policy.

11.6 The Library shall not unreasonably deny employees requests for leave to celebrate religious holidays, which shall be deducted from the employee's administrative leave entitlement.

11.7 Permanent part-time employees shall be eligible for administrative leave on a pro-rated basis.

ARTICLE 12
BEREAVEMENT LEAVE

12.1 Consistent with County Policy 309, employees shall be entitled to paid bereavement leave to take time off due to the death of a family member as follows: Up to five (5) consecutive work days for the death of an employee's spouse, civil union or domestic partner, sibling, child or parent; up to three (3) consecutive work days for the death of an employee's parent-in-law, grandparent, grandchild, foster child, or other member of the immediate household. With a supervisor's approval, an employee may use any other available paid leave benefits, such as vacation, if more time off from work is needed. The Employer reserves the right to verify the legal relationship between the decedent and the employee.

12.2 Permanent part-time employees shall be eligible for bereavement leave on a pro-rated basis.

ARTICLE 13
SICK LEAVE

13.1 Sick leave is defined as absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family requiring the constant care of such employee, or absence caused by death in the immediate family.

13.2 Sick leave shall be granted to full-time employees on the following basis:

- (1) One (1) day per month worked during the first calendar year of employment; and,
- (2) One and one quarter (1 and $\frac{1}{4}$) days per month worked during each year thereafter.

13.3 Any sick leave not used in a calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

13.4 Sick leave may be taken in hourly increments, or less if permitted by general County policy, provided the employee otherwise meets all of the requirements for the utilization of sick leave.

13.5 Permanent part-time employees shall be eligible for sick leave on a pro-rated basis.

13.6 The Library shall follow the County's sick leave policy as set forth in Section 307 of the County's Employee

Guide to Policies, Benefits and Services, and as it may be amended.

ARTICLE 14
ACCUMULATED SICK LEAVE UPON RETIREMENT

14.1 Subject to the provisions of New Jersey law and Freeholder Resolution #94-268, attached hereto as Appendix C, a permanent employee who retires pursuant to the provisions of a state of New Jersey administered or approved retirement system and has to his or her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

14.2 The supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of their retirement, provided, however, that no such supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000). This supplemental compensation shall be paid in a lump sum after the effective date of retirement. This provision shall be subject to any further limitations that may be established by New Jersey law or applicable regulation.

14.3 If an employee dies prior to retirement, any accumulated sick leave benefits due shall be paid to the employee's legal heir(s).

14.4 Except as otherwise provided in this Article, sick leave is not a terminal benefit and employees who resign or are otherwise terminated from employment shall not receive compensation for unused sick leave.

ARTICLE 15
HEALTH PLAN AND WORKER'S COMPENSATION

15.1 HEALTH AND PRESCRIPTION PLAN - The Library shall provide a health care plan and a prescription plan for the benefit of negotiations unit employees through the County and which shall be the same as the County currently offers to its employees. Library employees shall be subject to the applicable provisions, conditions and limitations set forth in the policies provided by the County. In the event the County implements any modified or alternate health care or prescription plan generally applicable to its employees, such modifications or alterations shall be implemented at the same time and to the same extent for employees of the negotiations unit. Prior to implementation, the Library shall meet and discuss such changes with the Union.

15.2 WORKER'S COMPENSATION - The Library shall provide compensation benefits in accordance with law through the County and which benefits shall be the same as the County. In the event the County implements any modified or alternate method of compliance with the laws governing worker's compensation, such modified or alternate method of compliance shall be implemented at the same time and to the same extent for employees in the negotiations unit. Prior to implementation, the Library shall meet and discuss such changes with the Union.

ARTICLE 16
LEAVES OF ABSENCE

16.1 The Library may grant leaves of absence, without pay, to permanently employed Civil Service employees for periods not exceeding six (6) months at any one time, as provided for by New Jersey law.

16.2 Permanent employees may request that earned and unused sick leave be granted during their period of disability, not to exceed six (6) months, as recommended by or certified by their medical practitioner.

16.3 Employees will be entitled to leaves of absence in accordance with and subject to the provisions of the New Jersey Family Leave Act, N.J.S.A. 34:11B-16 et seq., and the federal Family and Medical Leave Act, 29 U.S.C. §2601 et seq.

ARTICLE 17
UNION RIGHTS

17.1 Employees who are selected as delegates to attend Union conventions and conferences shall be granted an aggregate of twelve (12) days paid leave per year. The Union will notify the Library Director of the names of employee(s) who have been selected to attend such Union conventions and/or conferences at least two weeks prior to the employee(s) scheduled attendance. The Library Director retains the right to request reasonable proof of attendance. An employee on approved union leave shall return to work upon the completion of Union business if it is reasonable for the employee to do so.

17.2 Union representatives shall be granted additional paid leave for the time necessary to negotiate this Agreement or its successor, for grievance meetings or hearings, and for meetings called by or agreed to by the Employer for the parties to discuss labor-related matters. There shall be not more than six (6) persons on leave for negotiations at any one time and the Union shall take reasonable efforts to ensure that staffing remains at an acceptable level. No leave time shall be granted for internal meetings of the Union's negotiating team except for one (1) hour immediately preceding and following any meeting with the Employer to discuss collective negotiations. There shall be not more than one (1) person assigned to a grievance.

A Union representative assigned to a grievance shall be entitled to one (1) hour of leave time immediately preceding any grievance meeting or hearing with the Employer, if needed, in order to prepare for same. Leave time provided pursuant to Section 17.2 shall not count towards the Union days established by Section 17.1.

17.3 Representatives of the Union, who are not employees of the Library, shall be granted visitation rights to the Library for the purpose of consulting with an employee who has a grievance, investigating a grievance, or representing an employee at a grievance hearing. Notification of such access shall be requested in writing twenty-four (24) hours in advance through the Library Director's Office.

17.4 The Union may request to conduct a Labor-Management meeting up to once each quarter to review issues affecting employees within the negotiations unit, and may designate up to four (4) persons to attend without use of paid leave time. Any such request shall include the expected agenda.

ARTICLE 18
GRIEVANCE PROCEDURE

18.1 "Grievance" Defined. The term "grievance" shall mean any dispute between the Library and the Union or between the Library and any employee or group of employees within the negotiations unit concerning the meaning and application and the alleged violation of the expressed written provisions of this Agreement or any inequitable application of the Library's rules, regulations, procedures and policies that have an adverse effect on an employee, group of employees, or all employees in the negotiations unit. The term grievance shall also include the discipline of an employee or group of employees up to and including a five (5) day suspension. Grievances regarding more severe disciplinary penalties shall be handled in accordance with Article 19 of this Agreement.

18.2 Grievance Procedure. Grievances, as defined above, shall be handled according to the following procedure:

STEP 1:

Confronted with a problem, the grieving employee, with or without a Union steward, should consult his immediate supervisor about the complaint. The immediate supervisor shall respond within five (5) working days to the aggrieved employee. If the employee has not appealed the decision within five (5) working days after the response from the

immediate supervisor was given or due, the grievance will be considered settled. Under Step 1, the grievance need not be presented in writing and no third party will be brought into the matter.

STEP 2:

If the issue in dispute has not been satisfactorily resolved at Step 1, the grieving employee then, in cooperation with a Union steward or Union representative, may refer the problem, in writing, to the immediate supervisor's superior. A response to the grievance should be provided in writing within three (3) working days to the grieving employee.

STEP 3:

The grievance shall be deemed satisfactorily resolved at Step 2 unless within three (3) working days after the decision in Step 2 was rendered or due, the aggrieved employee submits in writing an appeal to the Library Administration, through the Director. The Administration shall conduct a hearing within three (3) days after the receipt of the appeal. At this hearing, the aggrieved employee shall appear with such representative as the Union may designate. The Administration will render a written decision within five (5) working days after the conclusion of the hearing.

STEP 4:

The grievance shall be deemed satisfactorily resolved at Step 3 unless within five (5) working days after the decision in Step 3 was rendered or due, the aggrieved employee submits in writing, by certified mail, an appeal to the Library Board of Commissioners through the Director or his/her designee. The Commissioners, or such committee or Commissioners as the Commissioners may designate, shall set aside a reasonable period of time at its next regularly scheduled meeting after the receipt of the written notification, or such other date as may be scheduled by the Commissioners or Committee for the purpose of hearing the grievance. The Commissioners shall notify the grievant and the Union of the date for such scheduled meeting within five (5) days from receipt of the written notification. The Commissioners or Committee of Commissioners shall render a decision to the grievant within fifteen (15) days of such meeting.

STEP 5:

If the grievance involves a violation of terms of this Agreement, the Union has the right to request grievance arbitration before a neutral third-party arbitrator to be jointly selected by the Library and the Union. If the parties fail to agree, then an arbitrator will be selected

according to the rules and regulations of the Public Employment Relations Commission ("PERC"). The arbitrator's decision will be final and binding, but the arbitrator shall be bound by the terms of the Agreement and shall not change, modify, alter, substitute, add to or subtract from any provision of the Agreement. The cost of arbitration shall be borne equally by the parties. In the event the Union does not submit the matter to arbitration within thirty (30) days from the date the Commissioners render a decision on the grievance or within thirty (30) days of the date that the Commissioners decided not to hear the grievance, the grievance shall be deemed resolved based upon the last decision rendered.

18.3 General Provisions. A grievance must be initiated within five (5) working days after the event giving rise to the grievance. This and other time limitations stated in this Agreement are of the essence. Under special circumstances, however, the parties to this Agreement, by mutual consent, may extend the time limits. At least three (3) days of notice must be given in advance of any hearing.

ARTICLE 19
DISCIPLINE AND DISCHARGE

19.1 In cases of suspension in excess of five (5) days or dismissal, the Library shall notify the Union of such action within three (3) days.

19.2 Any employee who has completed his or her probationary period and who is suspended in excess of five (5) days or discharged may file a grievance concerning same. The grievance shall be submitted by the Union to the applicable Department Head within two (2) working days. The Department Head, or a designee, shall discuss the grievance within two (2) working days with the employee and the Union steward or the Union representative at a time mutually agreeable to the parties. If no settlement is reached at this meeting, the employee retains the right to appeal to the Civil Service Commission under its procedure governing such appeals. In case of demotion, suspension and other disciplinary action, discipline shall only be administered for just cause.

19.3 The Library agrees there shall be no overt discrimination or undue harassment against any employee who utilizes the grievance procedure.

19.4 When any employee covered by this Agreement is suspended from employment as a result of being formally charged with a crime of the first, second or third degree, or a crime of

the fourth degree on the job or directly related to the job, his or her County-funded health benefits shall cease after thirty (30) days following the date of the suspension, or as soon as practicable thereafter. The affected employee will then be offered COBRA benefits to the extent available. This Section shall not become effective until such time as the County implements an identical policy for its non-union employees and notifies the Union of same.

ARTICLE 20
ASSIGNMENTS/TRANSFERS/SENIORITY

20.1 Seniority is defined as an employee's total length of service with the Library beginning with his or her last date of hire.

20.2 Where ability to perform work and physical fitness are equal as determined by the Library Director, seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedules.

20.3 The Library shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate. It shall furnish copies of same to the Union upon reasonable request.

20.4 An employee shall be considered as a probationary employee until the completion of three (3) months' employment following successful passage of the employee's Civil Service examination. Under no circumstances shall a provisional employee be entitled to permanent employment until successful completion of the full probationary period.

ARTICLE 21
EQUAL TREATMENT

21.1 The Library and the Union agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership, or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

21.2 The Library and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further agree that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE 22
MISCELLANEOUS

22.1 The Library agrees to provide the Union with a bulletin board at the Headquarters and Eastern Branch Libraries for the posting of notices of Union meetings, Union elections, Union election returns, Union appointments to office and Union recreational and social affairs. All other notices shall first be presented to the Library Director for approval before posting.

22.2 The Library shall make copies of this Agreement so that there will be one (1) for each branch of the Library and for the Union. It is contemplated there will be fifteen (15) copies that will be distributed to the persons or branches of the Library designated by the Union.

22.3 The Library shall submit a list of all employees in the negotiations unit to the Union, with their respective supervisors and supervisors designate.

22.4 The Union may supply membership packets that contain a membership application and any other material mutually agreed upon by the Library and the Union. The Library agrees to distribute such membership packets to new employees during the initial phase of employment. The Library will provide the Union with the names and work location of all new hires into the negotiations unit within fifteen (15) days of hire.

22.5 Employees shall have access to their personnel files at all times upon reasonable notice to the Library. Employees may be shown any material that is placed in their file. Employees shall have the right to file a grievance regarding any material placed in their file with which they do not agree.

22.6 For permanent part-time employees, the pro-rata entitlement to leave is calculated by taking the standard number of hours a part-time employee has been authorized to work in the work week and dividing it by thirty-five (35), which is the normal number of hours a full-time employee ordinarily works. That number is then multiplied by the particular leave entitlement, rounded up to the nearest quarter-hour. For example, a part-time employee who has a standard twenty-four (24) hour workweek is entitled to 68.57% of a full-time employee's leave allocation. Thus, since a full-time employee is entitled to 105 sick hours per year, that part-time employee would be entitled to 72 sick hours per year (105 hours multiplied by 68.57% equals 71.9985 hours, which is rounded up to 72 hours). Holiday pay is calculated at an exact pro-ration.

ARTICLE 23
MANAGEMENT RIGHTS

23.1 It is recognized that the Library has and will continue to retain the right and responsibility to direct the affairs of the Library in all of its various aspects. Among the rights retained by the Library are its rights to direct the working forces; to plan, direct and control all the operations and services of the Library; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (provided such rules are equitably applied and enforced); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

ARTICLE 24
STRIKES AND LOCKOUTS

24.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work. The Employer shall not cause any lockout.

ARTICLE 25
SAVINGS CLAUSE

25.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all of the other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 26
TERMINATION

26.1 This Agreement shall be effective starting on January 1, 2019 and shall continue in full force and effect through December 31, 2021.

26.2 In the event that the County, during the term of this Agreement, voluntarily implements either a dental plan or optical plan for the benefit of the members of a collective negotiations unit represented for purposes of collective negotiations by an organization recognized by PERC for that purpose, such dental plan or optical plan shall be implemented for the benefit of Library employees represented by the Union within ninety (90) days after written notification from the Union to the Library that such a plan has been so implemented and upon verification of same by the Library from the County. It is understood and agreed that such implementation shall not be required in the event:

- (a) The County is compelled to implement a dental plan or optical plan to the members of a collective negotiations unit as a result of an interest arbitration award;
- (b) as a result of any collective negotiations unit having accepted a monetary contribution in lieu of a County provided dental plan or optical plan; or

(c) as a result of any collective negotiations agreement, except an agreement which is entered into directly between the County and a collective negotiations unit consisting only of County employees. The implementation of any such plan, as provided herein, shall be subject to the applicable provisions, conditions, and limitations of whatever plan is so implemented by the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this ___ day of _____, 2019:

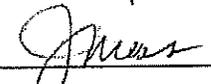
MONMOUTH COUNTY LIBRARY

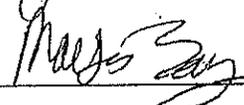
AFSCME NEW JERSEY COUNCIL 63

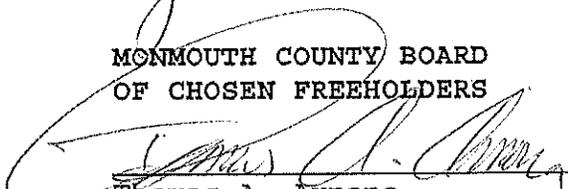




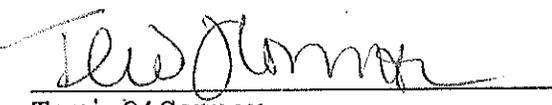
MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS







Thomas A. Arnone,
Freeholder Director



Teri O'Connor,
County Administrator

APPENDIX A
Minimum Salaries

Account Clerk/Library Assistant (2019)	\$24,641
Account Clerk/Library Assistant (2020)	\$25,133
Account Clerk/Library Assistant (2021)	\$25,635
Clerk 1 (2019)	\$24,641
Clerk 1 (2020)	\$25,133
Clerk 1 (2021)	\$25,635
Clerk 2	\$29,260
Clerk 3	\$34,538
Clerk Driver	\$29,260
Graphic Artist 1	\$28,840
Graphic Artist 2	\$32,960
Keyboarding Clerk 1	\$24,641
Keyboarding Clerk 2	\$29,260
Keyboarding Clerk 3	\$34,538
Librarian 1 (including bilingual variant) (2019)	\$47,077
Librarian 1 (including bilingual variant) (2020)	\$48,018
Librarian 1 (including bilingual variant) (2021)	\$48,978
Librarian 2 (including bilingual variant)	\$52,355
Librarian 3 (including bilingual variant)	\$58,955
Library Assistant/Library Assistant Typing (2019)	\$24,641
Library Assistant/Library Assistant Typing (2020)	\$25,133
Library Assistant/Library Assistant Typing (2021)	\$25,635
Library Associate (2019)	\$37,178
Library Associate (2020)	\$37,921
Library Associate (2021)	\$38,680
Library Exhibit Artist	\$29,260
Library Page (Adult) (2019 and 2020)	\$20,020
Library Page (Adult) (2021 and thereafter)	\$21,840
Principal Library Ass't/Principal Library Ass't Typing	\$34,538
Public Participation Specialist	\$51,000
Senior Account Clerk/Library Assistant	\$29,260
Senior Library Assistant/Senior Library Ass't Typing	\$29,260
Senior Library Exhibit Artist	\$34,538
Supervising Library Assistant	\$42,458
Supervising Library Exhibit Artist	\$45,097
Technical Assistant Management Information Systems	\$36,228

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFFILIATED WITH THE AFL-CIO

NEW JERSEY STATE
COUNCIL NO. 73

GERARD J. MEARA
EXECUTIVE DIRECTOR

CAROL BARRETT
PRESIDENT

DEBBIE PARKS
VICE PRESIDENT

DIANE CAMERON
SECRETARY-TREASURER

WAYNE SCHULTZ
RECORDING SECRETARY

NOTTINGHAM VILLAGE SQUARE 2553-A WHITEHORSE-HAMILTON SQUARE ROAD HAMILTON, NJ 08690
OFFICE PHONE: (609) 586-9093 FAX: (609) 586-7499

WWW.AFSCME73.ORG

E-MAIL: INFO@AFSCME73.ORG

October 9, 2007

Mr. Ken Sheinbaum, Director
Monmouth County Library
Headquarters Library
125 Symmes Library
Manalapan, NJ 07726

RE: Section 10.2 of Collective Bargaining Agreement

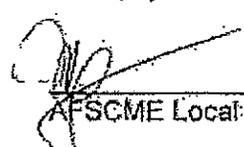
Dear Keri:

Per our telephone conversation on September 11, it has come to my attention that some of our members believe eliminating the old wording in 10.2 will reduce their vacation time. It was my understanding that it would not cause a problem. To clarify your position on this issue, let this letter serve as a formal request stating that both Management and the Union agree to the following: All profession employees will not see a current or future reduction in their vacation time per Article 10 Section 10.2 stated in the collective Bargaining Agreement for January 1, 2004 through December 31, 2006. Although the new Collective Bargaining Agreement (January 1, 2007 through December 31, 2010) eliminates this language, both the Union and the Library agree that all current employees will not see a reduction in their vacation allotment unless negotiated in future sessions.

If this is agreeable, please sign on the line below. If you have any questions, please feel free to contact me.



Monmouth Co. Library



AFSCME Local 2514

Sincerely,


Paul Mercatanti
Staff Representative
AFSCME Council 73

Cc: Nancy Dudling
President Local 2514

RESOLUTION AMENDING RESOLUTION NO. 76-547
AUTHORIZING SUPPLEMENTAL PAYMENTS
CONCERNING UNUSED ACCUMULATED SICK
LEAVE FOR RETIRING EMPLOYEES

Freeholder HANDLIN offered the following
Resolution and moved its adoption:

WHEREAS, employees of the County of Monmouth are entitled to sick leave days each year which days may be accumulated from year to year; and

WHEREAS, there are a number of conscientious employees in Monmouth County Government who have not used all of their sick leave and it is felt that it is in the best interest of the County of Monmouth and the employees that such employees receive supplemental compensation at the time of their retirement or death.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders grants employees in the career service of the County and employees in the unclassified service who earn sick leave days in the same manner as set forth in the County sick leave policy and who are subject to the reporting and verification of official sick leave records shall be entitled upon retirement from a recognized public employee's retirement system to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on sick leave records and certified by the appointing authority on the effective date of retirement.

BE IT FURTHER RESOLVED that employees who are not enrolled in a recognized public retirement system may also be eligible upon retirement (who reach age 60) to receive a lump sum payment for supplemental compensation provided they have

served at least 25 years of continuous full time employment with the County of Monmouth and who are subject to the reporting and verification procedure set forth above.

BE IT FURTHER RESOLVED that employees who elect a deferred retirement benefit, or whose separation from employment is not based on retirement, shall not be eligible for supplemental compensation.

BE IT FURTHER RESOLVED that the supplemental compensation payment to be paid pursuant hereto shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement or death provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

BE IT FURTHER RESOLVED that the lump sum supplemental compensation provided herein for accumulated sick leave days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

BE IT FURTHER RESOLVED that upon application made by an employee, or representative in case of death, the appointing authority shall certify within forty-five (45) days the number of earned and unused accumulated sick leave for which supplemental compensation is to be paid.

BE IT FURTHER RESOLVED that an employee who has incurred a break in service due to resignation, retirement or removal shall have sick leave computed for supplemental compensation purposes only from the date of return to employment.

BE IT FURTHER RESOLVED that employees who have

retired and received the maximum supplemental compensation payment, whether as a direct employee of the Board of Chosen Freeholders or as an employee of another agency where the Board of Chosen Freeholders is the funding agent, shall not be eligible for further supplemental compensation.

BE IT FURTHER RESOLVED that employees who have retired and received less than the maximum supplemental compensation shall be eligible for an amount no greater than the difference between the payment received and the maximum payment upon reentering County service and again retiring from County service.

BE IT FURTHER RESOLVED that employees who incur a break in service due to layoff shall be credited for supplemental compensation purposes only with sick leave accrued both before separation and after return to County employment.

BE IT FURTHER RESOLVED that in the event of an employee's death, the payment shall be made to the employee's estate.

BE IT FURTHER RESOLVED that the County Administrator and the Personnel Officer shall jointly prepare rules for the implementation of supplemental compensation, consistent with the amending resolution, which shall include but need not be limited to application and eligibility procedures.

BE IT FURTHER RESOLVED that this Resolution supersedes the prior resolutions on this subject that the Board adopted on October 1, 1974, December 27, 1974, April 15, 1975 and November 22, 1976.

Seconded by Freeholder NAROZANICK and adopted on roll call by the following vote:

	AYES	NAYS	ABSTAIN	ABSENT
Freeholder Handlin	[X]	[]	[]	[]
Freeholder Stoppiello	[X]	[]	[]	[]
Freeholder Narozanick	[X]	[]	[]	[]
Deputy Director Powers	[X]	[]	[]	[]
Director Larrison	[X]	[]	[]	[]

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD APRIL 14 1994

Richard Powers

CLERK

