

2-0103
THIS BOOK DOES NOT CIRCULATE

13-00

June 15, 1976

A G R E E M E N T

Between:

MONMOUTH COUNTY LIBRARY

and:

LOCAL #2514, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

JANUARY 1, 1976 through DECEMBER 31, 1977

LIBRARY
Institute of Management and

MAR 2 1978

ROTCERS UNIVERSITY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PREAMBLE	1
II	RECOGNITION	1
III	UNION SECURITY	2
IV	HOURS OF WORK	2
V	OTHER COMPENSATION	3
VI	EQUITABLE CLASSIFICATION AND SALARY ASSIGNMENT	4
VII	PAY SCALES AND RENUMERATION	4
VIII	PROMOTION POLICY	5
IX	SENIORITY LISTS	6
X	SAFETY & HEALTH	6
XI	PAID HOLIDAYS	7
XII	VACATIONS	7
XIII	ADMINISTRATIVE LEAVE	9
XIV	SICK LEAVE	9
XV	UNION RIGHTS	10
XVI	GRIEVANCE PROCEDURE	11
XVII	ASSIGNMENTS - TRANSFERS - SENIORITY	14
XVIII	EQUAL TREATMENT	15
XIX	MISCELLANEOUS	15
XX	MANAGEMENT RIGHTS	17
XXI	STRIKES AND LOCKOUTS	17
XXII	SAVINGS CLAUSE	18
XXIII	DURATION OF AGREEMENT	18

ARTICLE I

PREAMBLE

This Agreement is entered into this _____ day of _____, 1976, by and between the Monmouth County Library, Monmouth County, New Jersey, hereinafter called the "Library" and Local #2514 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union".

The County endorses the practices and procedures of Collective Bargaining as a fair and orderly way of conducting its relations with its employees insofar as such 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.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Library by the Statutes of the State of New Jersey. It is the intention of this Agreement to provide where not otherwise mandated by statutes or ordinances, 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 II

RECOGNITION

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, excluding Director, Assistant Director, Supervising Librarian, Junior Library Clerks (Pages) and those part time employees not considered permanent according to Civil Service, and for additional classifications as the parties may later agree to include.

ARTICLE III

UNION SECURITY

The Library agrees to deduct the regular monthly Union dues of such employees from his pay and remit such deductions by the fifteenth (15th) day of the succeeding month to the official designator 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 dues' structure.

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

ARTICLE IV

HOURS OF WORK

Section 1: The nature of public library operation requires that the County Library be open to serve the public, evenings and Saturdays. The hours from 9:00 A. M. to 9:00 P. M., Mondays through Friday and 9:00 A. M. to 5:00 P. M. Saturdays are considered normal working hours by the profession and are to be so regarded by the

Library and the Union.

Section 2: The standard straight time work week is 35 hours. Any employee who continues to work less than 35 hours per week will be considered as a part time employee. Employees who work beyond 35 hours shall receive either compensatory time off or, at the discretion of the employer, shall receive pay on a straight time basis up to 40 hours of work. Any employee who works beyond 40 hours shall be compensated in payment at a rate of one and one-half times (1-1/2) base pay. The above will be averaged on a 2 week basis.

Section 3: Employees who work holidays will receive compensatory time off or pay at the rate of time and one-half in addition to holiday pay at the employer's option. Employees who work Sundays will be paid at the rate of one and one-half times their regular salary. The regulation for compensatory time will conform to those detailed in the Library Policies and Procedures Manual.

ARTICLE V

OTHER COMPENSATION

Section 1: Employees who use their own car on Library business or to attend meetings as authorized representatives of the Library shall receive mileage at the rate of 14¢ per mile from the Headquarters Library to the meeting and return.

The Library will pay necessary tolls, parking fee, registration fees and luncheon, provided necessary documentation is presented in accordance with the Library Policies and Procedures Manual. If the Monmouth County Board of Chosen Freeholders should decide to change the rate per mile for other County employees above 14¢ per mile, the new rate shall be applied to Library employees.

Section 2: Attendance at the NJLA meetings and compensation for same is governed by the regulations in the Library Policies and Procedures Manual.

ARTICLE VI

EQUITABLE CLASSIFICATION

AND SALARY ASSIGNMENT

Section 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 legally holds. The Library will attach copies of all job descriptions to the Agreement (Civil Service Job Description).

Section 2: Any employee may, however, perform work out of title classification for a reasonable period of time ten (10) consecutive work days without a change in salary.

ARTICLE VII

PAY SCALES AND REMUNERATION

Section 1: For the calendar year 1976 the following salary adjustment shall be made:

A. All employees covered by this Agreement and employed by the Library on or before June 30, 1975, shall receive in addition to their salary rate as of December 31, 1975, a salary increase of

5% plus \$200.00, which increase shall be retroactive to January 1, 1976. These employees will received exactly the same dollar amount in increase effective January 1, 1977.

B. Employees covered by this Agreement and employed between the period of July 1, 1975 and September 30, 1975 inclusive, shall receive in addition to their salary rate as of December 31, 1975, a salary increase of 2 1/2% plus \$100.00 retroactive to January 1, 1976. These employees will receive double exactly the same dollar amount in increase effective January 1, 1977.

C. Any employee covered by this Agreement employed on or after October 1, 1975, shall receive no increase for 1976.

Section 2: The following salary adjustment shall be made for certain employees for calendar year 1977 as follows:

A. All employees covered by this Agreement and employed by the Library between October 1, 1975 and June 30, 1976 inclusive, shall receive in addition to their salary rate as of December 31, 1976, a salary increase of 5% plus \$200.00 which increase shall be retroactive to January 1, 1977.

B. Employees covered by this Agreement and employed between the period of July 1, 1976 and September 30, 1976 inclusive, shall receive in addition to their salary rate as of December 31, 1976, a salary increase of 2-12% plus \$100.00 retroactive to January 1, 1977.

C. Any employee covered by this Agreement employed on or after October 1, 1976 shall receive no increase for 1977.

ARTICLE VIII

PROMOTION POLICY

Section 1: To provide incentive for advancement within the job titles 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.

Section 2: The Library will circulate a memo listing job vacancies as they occur, which memo shall be posted in Freehold Headquarters Building, the Eastern Branch and all other branch Libraries.

Section 3: If the Library Director requests an employee to take courses applicable to his job for the purposes of advancement or promotion, he shall be reimbursed at the rate of up to a maximum of \$25.00 per course, payment made upon completion of course and certification of having passed course.

Section 4: When a unit employee is promoted to a higher title he shall receive an increment (5% of the minimum of the higher range) in the new salary range of that title. If the increment does not place the employee at the minimum of the new range, he shall be placed at the minimum of the new range.

ARTICLE IX

SENIORITY LISTS

A seniority list shall be presented to the Union upon reasonable request.

ARTICLE X

SAFETY & HEALTH

Section 1: All full-time employees shall be granted a one (1) hour lunch schedule per day.

Section 2: First Aid Kits shall be made available to all branches.

Section 3: The Safety Director will prepare in detail a handbook for procedure in case of fire or emergency.

Section 4: The Safety Director and the Union Safety Committee shall meet periodically with the Library heads and discuss and implement suggested safety conditions.

ARTICLE XI

PAID HOLIDAYS

The paid holidays entitled per year for employees include the following days:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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.

ARTICLE XII

VACATIONS

Section 1: Employees shall be entitled to earn vacation allotments upon satisfactory completion of six (6) months service.

Section 2: For the calendar years 1976 and 1977, non-professionals shall earn a minimum annual vacation of one (1) day per month for the first calendar year; twelve (12) days per year after the first calendar year of employment up to and including eight (8) years of service; fifteen (15) days per year beyond eight (8) years and up to and including twenty (20) years; twenty (20) days per year after twenty (20) years of employment.

If the present State Aid cut of \$2.3 million is restored in 1976, the vacation schedule for 1977 shall be as follows:

A. One (1) working day for each month worked during the first calendar year of employment.

B. Twelve (12) working days per year after the first calendar year of employment up to and including five (5) years of service.

C. Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years.

D. Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years.

E. After twenty (20) years of employment, twenty-five (25) working days per year.

If a portion of the current State Aid cut is restored in 1976, the above mentioned schedule shall not apply for 1977, but an appropriate schedule for 1977 will be negotiated in 1976.

If the vacation schedule is improved in any fashion for the year 1977, compensatory time may not be used as part of the vacation allotment.

Section 3: For the calendar year 1976 and 1977, professional staff shall be granted a twenty (20) working day vacation annually. For the first year of service, vacation is earned at the rate of 1-2/3 days per month.

Compensatory time may not be used as part of the vacation allotment.

Section 4: Except for new employees who are not eligible to use vacation, all vacation allotment must be taken during the current working year unless postponement was made at the request of the Library. Vacation not used in the current year will be lost to the employee unless such postponement received Library authorization.

Section 5: Permanent part time employees shall be eligible for vacation leave on a pro-rated basis on a direct ratio as per the County work schedule.

Section 6: If a holiday should fall while the employee is on vacation, one (1) day for each holiday shall be granted in addition to vacation time to employee involved.

ARTICLE XIII

ADMINISTRATIVE LEAVE

All employees shall be granted three (3) administrative days per year non-cumulative.

Section 1: Except in cases of emergency, requests for leave shall be made in writing five (5) days in advance and approved in advance. Forms are available from your Department Head.

Section 2: Leaves must be used within the calendar year and shall not be cumulative from year to year.

Section 3: Administrative leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of emergency.

Section 4: Administrative leave may be taken in 1/2 day units.

ARTICLE XIV

SICK LEAVE

Section 1: Sick leave shall be granted to employees as set forth in the Personnel Handbook. All unused sick days shall be accumulated year to year.

Section 2: Permanent part time employees shall be eligible for sick leave on a pro-rated basis on a direct ratio by the County work schedule.

Section 3: Maternity leave shall be granted on request to an employee renewable according to Civil Service Rules.

Section 4: It is agreed that employees shall receive unused sick leave pay in accordance with a resolution adopted by the Monmouth County Board of Chosen Freeholders at a public meeting on April 15, 1975, which resolution is attached hereto and made a part hereof.

Section 5: Employees who are absent due to illness for five (5) consecutive days or more are required to submit acceptable medical evidence substantiating such illness. Medical evidence may be required of employees who have a total of ten (10) absences during the year, consisting of periods of less than five (5) days unless such illness is of chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

ARTICLE XV

UNION RIGHTS

Section 1: Employees who are selected as delegates to attend Union conventions and conferences shall be granted five (5) aggregate days for the calendar year 1976 and three (3) aggregate days for the calendar year 1977:

Section 2: Employees selected to negotiate contracts shall be permitted to do so on Library time without loss of pay. Attempt

will be made to select no more than one (1) employee from any Department. In any case, Library staff shall remain at an acceptable level.

Section 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, and representing an employee at a grievance hearing. Notification of such access, shall be requested in writing twenty-four (24) hours in advance through the Assistant Director or Director's Office.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 1: Meaning of Term Grievance. 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 bargaining units concerning the meaning and application and the alleged violation of the expressed written provisions of this collective negotiation agreement or any inequitable application of the Library's rules, regulations, procedures and policies which have an adverse effect on an employee, group of employees or all employees in the bargaining unit. The term grievance shall also include the discipline of an employee or group of employees up to and including five day suspension. Grievances regarding more severe penalties shall be covered in Section 4 of this Article.

Section 2: Procedure to be Followed. Such grievances will be handled according to the following procedure:

Step 1:

Confronted with a problem, the grieving employee, with or without his steward, should consult his immediate supervisor about his complaint. This consultation on an informal basis may prove efficacious; for, in most instances, it is the immediate supervisor

who has issued the decision being grieved by the employee. The immediate supervisor shall respond within three (3) work days to the aggrieved employee. If the employee has not appealed the decision within three (3) work days, 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 by the employee's consultation with his immediate supervisor, the grieving employee then, in cooperation with his Union Shop Steward or Union Representative, may refer his problem, in writing, to his first-line supervisor's superior.

The response to the grievance should be forthcoming in writing within two (2) work days to the grieving employee.

Step 3:

The grievance shall be deemed satisfactorily resolved under Step 2 unless within three (3) work days after the decision in Step 2 has been rendered, the aggrieved employee submits in writing an appeal to the Library Administration addressed to the Director and the Assistant Director with a copy to each. The Administration shall conduct a hearing within three (3) days after the receipt of the appeal. At this hearing the aggrieved employee will appear with such representative as the Union may designate. The Administration will render a written decision within five (5) work days after the conclusion of the hearing.

Step 4:

The grievance shall be deemed satisfactorily resolved under Step 3 unless within three (3) work days after the decision in

Step 3 has been rendered, the aggrieved employee submits in writing an appeal to the Library Board of Commissioners through the Director. A majority of the Board shall conduct a hearing within five (5) work days after the receipt of the appeal unless both parties agree to less than a majority. At this hearing the aggrieved employee will appear with such representatives as the Union may designate. The Board will render a written decision within five (5) work days after the conclusion of the hearing.

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 PERC. The arbitrator's decision will be final and binding.

If the grievance involves a Civil Service question, under Title XI of the New Jersey State Statutes, the matter will be taken to the Department of Civil Service for decision.

The cost of the fees and expenses for having a grievance arbitrated shall be shared equally by the Union and the Library. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

Section 3: General Provisions. A grievance must be initiated within five (5) work 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 notice must be given in advance of the hearing.

Section 4: Greivances Involving Suspensions or Discharges. In cases of suspension in excess of five days or dismissal, the Library shall notify the Union of such action in no less than three (3) days.

Any employee who has completed his probationary period and who is suspended in excess of five days or discharged may file a grievance concerning same. Such a grievance shall be submitted by the Union to the Department Head within two (2) working days. The Department Head, or his representative, 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 his right to appeal to the Civil Service Commission under the statutory procedure governing such appeals. In cases of demotion, suspension and other disciplinary action, discipline shall be administered for just cause.

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

ARTICLE XVII

ASSIGNMENTS - TRANSFERS - SENIORITY

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

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, vacation

schedules.

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

Each employee shall be considered as a probationary employee for his first four (4) months of continuous service, which can be extended for an additional two (2) months at the request of the Library, after which his seniority shall date back to his date of hire. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the Library.

ARTICLE XVIII

EQUAL TREATMENT

The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

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 that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE XIX

MISCELLANEOUS

Section 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 before posting, for his approval.

Section 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 thirteen (13) copies which will be distributed to the persons or branches of the Library designated by the Union.

Section 3: The Library will appoint a supervisor and supervisor-designate to the Eastern Branch and Headquarters Libraries and extension.

Section 4: The Library shall submit a list of all its employees to the Union, with their addresses and their respective supervisors and supervisors-designate.

Section 5: The Library agrees that the County Personnel Office will notify the Union of new employees and where such employees are assigned. The Library further agrees that the County Personnel Office will give written notice to new employees indicating the existence of the Union, together with a list of Union Officers.

Section 6: Employees shall have access to their personal files at all times. Employees shall 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.

ARTICLE XX

MANAGEMENT RIGHTS

It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all 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 sub-contract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be 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 XXI

STRIKES AND LOCKOUTS

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 follow the grievance procedure for which provision is made herein and the employer shall not cause any lockouts.

ARTICLE XXII

SAVINGS CLAUSE

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 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 XXIII

DURATION OF AGREEMENT

The provisions of this Agreement shall take effect on January 1, 1976 and shall continue in full force and effect up to and including midnight of the 31st day of December, 1977. Notice by either party to extend, revise or abrogate this Agreement must be made to the other party in writing not earlier than ninety (90) days prior to the thirty-first (31st) day of December, 1977. not later than sixty (60) days prior to the aforementioned date.

If such notification is made by either party to this contract, the parties agree to enter into discussion within the sixty (60) day period for the purpose of consultation to determine under what circumstances this contract may undergo revision or amendment instead of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 25th day of JUNE, 1976.

LOCAL #2514, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO

BY: Joanna Vignante

ATTEST:

MONMOUTH COUNTY LIBRARY

BY: [Signature]

ATTEST:

[Signature]