

THIS DOES NOT CIRCULATE

ARTICLE 1

Preamble

1.1 This Agreement is entered into this 20<sup>th</sup> day of January, 1984 by and between 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."

1.2 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.

1.3 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.

X January 1, 1984 - December 31, 1985

ARTICLE 3

Union Security

3.1 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 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 dues' structure.

3.2 The Union agrees to indemnify and hold the Library harmless against any and all claims, suits, orders or 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 5

### Other Compensation

5.1 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 eighteen cents (18¢) per mile 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 the meeting and return to such employee's assigned Library facility.

5.2 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 eighteen cents (18¢) per mile, the new rate shall be applied to Library employees.

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

## ARTICLE 7

### Promotion Policy

7.1 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.

7.2 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.

7.3 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 Twenty-five (\$25.00) Dollars per course, payment made upon completion of course and certification of having passed course.

7.4 When a unit employee is promoted to a higher title he shall receive an increment (five percent (5%) or 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.

7.5 (a) In the event that the Library intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Library shall invite bargaining unit employees

(including those on leave or those who are ill) desiring to apply for such position shall notify the Library Director in writing within such time. The Library shall give careful consideration to all bargaining unit employees applying for the position. In making its decision, the Library shall award the position to the applicant who, in the opinion of the Library, is most able to perform the work. In the event that in the opinion of the Library there is no difference in the ability of one or more such applicants to perform that work, then the Library shall award the position to the bargaining unit employee with the greatest seniority.

If the Union desires to submit to the grievance procedure the question of whether any such decision of the Library is arbitrary, it may do so. The successful applicant, if any, shall be awarded the position within ten (10) working days after termination of posting.

(c) The successful applicant, if any, for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Library within thirty (30) working days after the date such position had been filled. Should he fail to perform the job to the satisfaction of the Library, he may be returned to his former job.

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

9.2 Any holiday which falls on a Sunday, shall be celebrated on the following Monday.

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.

9.4 The Library shall have the right to designate holiday assignments. 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

ARTICLE 10

Vacations

All employees covered by this Agreement shall be entitled to vacation leave with pay as provided herein:

10.1 (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 ( $1\frac{1}{4}$ ) 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 ( $1\frac{2}{3}$ ) days per month.

(e) Twenty-five (25) working days per year after twenty (20) years of service, earned at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) days per month.

10.2 All professional staff covered by this agreement shall be granted a twenty (20) working day vacation annually. All professional staff shall be entitled to twenty-five (25) working days per year vacation after twenty (20) years of service, earned at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) days per month.

ARTICLE 11

Administrative Leave

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

11.1 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.

11.2 Leaves must be used within the calendar year and shall not be cumulative from year to year.

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

11.4 Administrative leave may be taken in one-half ( $\frac{1}{2}$ ) day units.

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



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 member of the employee's immediate family seriously ill requiring the constant care of such employee, or absence caused by death in the immediate family. Eligible employees shall earn sick leave according to the following schedule.

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 (1-1/4) days per month worked during each year thereafter.

Sick leave will be accumulative from year to year.

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

ARTICLE 14

Accumulated Sick Leave - Retirement

14.1 Subject to the provisions of the New Jersey Pension System, a permanent employee who enters retirement pursuant to the provisions of a State 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 Twelve Thousand (\$12,000.00) Dollars. This supplemental compensation shall be paid in a lump sum after the effective date of retirement.

14.3 If an employee dies prior to their retirement, the accumulated sick leave benefits due them shall be paid to their legal heir.

ARTICLE 16

Union Rights

16.1 Employees who are selected as delegates to attend Union conventions and conferences shall be granted three (3) aggregate days for the calendar year 1984 and five (5) aggregate days for the calendar year 1985.

16.2 Employees selected to negotiate contracts shall be permitted to do so on Library time without loss of pay. Library staff shall remain at an acceptable level.

16.3 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.

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 three (3) workdays 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 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

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

17.3 General Provisions - A grievance must be initiated within five (5) workdays 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.

ARTICLE 19

Assignments - Transfers - Seniority

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

19.2 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, vacation schedules.

19.3 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.

19.4 An employee shall be considered as a probationary employee until the completion of three (3) months' employment after successful passage of the employee's civil service examination. Under no circumstances shall a provisional employee be entitled to permanent employment.

ARTICLE 21

Miscellaneous

21.1 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.

21.2 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.

21.3 The Library shall appoint a supervisor and supervisor-designate to the Eastern Branch and Headquarters Libraries and extension.

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

21.5 The Union may supply membership packets which contain a membership application and any other material mutually agreed to by Monmouth County Library and the Union. The Library agrees to distribute such membership packets to new employees during the initial phase of employment.

ARTICLE 22

Management Rights

22.1 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 subcontract 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.



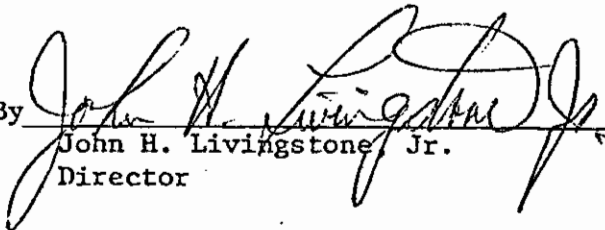
ARTICLE 24

Savings Clause

24.1 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 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.

the applicable provisions, conditions and limitations of whatever plan  
is so implemented by the County of Monmouth.

MONMOUTH COUNTY LIBRARY

By   
John H. Livingstone, Jr.  
Director

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

By Tracy L. Lyon, Pres. 2514

Louise M. Parr VP 2514

Susan Rowland, AFSCME Rep

(d) Effective January 1, 1985, all employees shall receive a seven percent (7%) increase in their annual salary, or the minimum annual salary set forth for their applicable classification, whichever is higher.

(e) Part-time employees shall receive compensation on a pro rata basis.