

CONTRACT
BETWEEN
THE
OCEAN COUNTY LIBRARY
AND THE
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 32, AFL-CIO

April 1, 2013 – March 31, 2016

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ARTICLE I
PURPOSE OF THE AGREEMENT

This Agreement contains the agreements of the parties regarding wages, salaries, and terms and conditions of employment that shall be binding on the parties for the term of this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II
RECOGNITION OF THE UNION

The Ocean County Library Commission recognizes the Office and Professional Employees International Union (OPEIU), Local 32, as the sole and exclusive bargaining agent for full-time Supervising Librarians and the Management Informative Systems Coordinator. All other personnel are excluded, including all part-time, per diem and temporary employees.

ARTICLE III
NO STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Commission's departments is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any member of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk-out or other job action against the Commission. The Union agrees that any such action will constitute a material breach of this Agreement on the part of the Union, its members and members of the bargaining unit.
- C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activities on the part of its members of the bargaining unit.

- D. Any activity enumerated above on the part of a Union member or a member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Commission.

ARTICLE IV
MANAGEMENT RIGHTS

- A. The Commission hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States. Included, but without limiting the generality of the foregoing, the following rights:
1. All management functions and responsibilities which the Commission has not expressly modified or restricted by a specific provision of this Agreement;
 2. The right to establish and administer policies and procedures related to personnel matters, Commission activities, training, operational functions, performance of services, and maintenance of the facilities and equipment of the Commission;
 3. To reprimand, suspend, discharge, or otherwise discipline employees;
 4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work;
 5. To determine the number of employees and the duties to be performed;
 6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department, operation, or service;
 7. To determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, materials, and any other property of the Commission;
 8. To determine the number, location, and operation of divisions, departments, work sections, and all other work units of the Commission, the assignment of work, the qualifications required, the performance standards, and the size and composition of the work force;
 9. To subcontract for any existing or future services as determined necessary by the Commission;

10. To make or change Commission rules, regulations, policies, and practices consistent with the special terms and provisions of this Agreement;
 11. And otherwise to generally manage the affairs of the Commission, to attain and maintain full operating efficiency and productivity, and to direct the work force.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Commission shall only be limited by the language of this clause.
- C. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Commission on behalf of the taxpayers and that the Commission cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines, or restricts the exercise of any managerial right by the Commission or any of its authorized managerial executives or supervisory personnel.
- D. All of the terms and conditions of employment not specifically set forth herein are reserved hereby by the Commission as its management prerogatives and rights.

ARTICLE V **GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. "Grievance" for the purpose of this procedure shall be defined as a breach, misinterpretation, improper application, or non-application of the terms and conditions of employment set forth within the language and meaning of this Agreement. A grievance may be brought forward by an employee or by the Union. Only grievances as defined in this paragraph may be submitted to binding arbitration as a final level in the procedure.
2. All other disputes between employees or the Union, including claims of violation, misinterpretation, misapplication, or non-application of Library policies, rules, procedures, regulations, or practice may be submitted, either by the employee or the Union, to all levels of the grievance procedure up to the Library Commission Level. The Commission's decision on these non-contractual matters shall be final and binding. Non-contractual grievances may not be submitted to binding arbitration.
3. To facilitate resolution at the earliest possible stage of the procedure, the parties shall disclose to the other, upon request, all information relevant to the examination of issues in a grievance.

4. Nothing in this grievance procedure shall preclude any employee from exercising his/her rights pursuant to Civil Service law; provided however that for any claim arising out of this Agreement, this grievance procedure shall be the exclusive process for seeking redress.

B. PROCEDURES.

1. Grievances shall be processed promptly and expeditiously pursuant to the time frames herein established.
2. Employees shall be permitted to have a Union representative present at all Levels of the procedure.
3. There shall be no additional issues submitted during the grievance process by either the Union or the Employer once a grievance has reached Level 3 unless both the Union and employer agree in writing.
4. Failure by the Library to process a grievance within the specified time limits shall render the grievance automatically advanced to the next level.
5. Failure by an employee or the Union to process a grievance within the time limits specified shall render the grievance withdrawn. Grievances which are not processed in a timely manner by an employee or the Union may not be submitted to arbitration and an arbitrator shall have no power to issue an award on the basis of such untimeliness.
6. Grievances filed by the Union which involve either more than one employee and or general application of terms and conditions of employment set forth in the Agreement may be filed at Level 3. Such grievances will be referred to as Class Grievances. In order to be deemed timely such Class Grievances must be filed within ten (10) calendar days of the occurrence of the grievance.

C. PROCESSING

1. The number of days indicated at each level shall be considered as a maximum. Every effort should be made to expedite the process. The time limits established herein shall be deemed firm and shall only be extended by mutual consent of the parties in writing
2. A written grievance form must be completed in writing at all stages of the grievance procedure. All grievances shall be in writing and served upon the employee and the Union. Each party shall respond to grievances filed and responses received in as much detail as possible, addressing arguments raised by the other party in order to advance the process forward.

3. **Description of Levels**

- a. **Level 1** - An employee with a grievance shall first discuss it with his/her immediate supervisor with the objective of resolving the matter informally. A grievance must be filed within ten (10) calendar days of the date on which the grievance occurred or the date on which the employee became or reasonably should have become aware of the grievance. A grievance which is not filed within the time period prescribed shall be deemed untimely and shall not be eligible for submission to arbitration.
- b. **Level 2** - If the aggrieved person or the Union is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) calendar days after presentation of the grievance to the immediate supervisor, the employee or the Union may submit the grievance in writing within five (5) calendar days to the next level of supervision within the employee's chain-of-command. Failure to submit the grievance to the next level in the time prescribed will render the grievance untimely and such grievance shall not be eligible for submission to arbitration.
- c. **Level 3** - If the Union is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within seven (7) calendar days after presentation of the grievance, the Union may submit the grievance in writing within five (5) calendar days to the Library Director or her/his designee. Failure to submit the grievance to the next level in the time prescribed will render the grievance untimely and such grievance shall not be eligible for submission to arbitration.
- d. **Level 4** - If the Union is not satisfied with the disposition of the grievance at Level 3 or if no decision has been filed within ten (10) calendar days after the grievance was submitted to the Library Director, the Union may submit the grievance in writing to the Library Commission within five (5) calendar days after the decision by the Library Director or fifteen (15) calendar days after a grievance was submitted to the Library Director with no response.

Any matter appealed to the Library Commission shall be heard by a Hearing Officer appointed by the Library Commission. The Hearing officer shall issue a decision in writing to the Union on the appeal within thirty (30) calendar days of submission, unless the time frame is extended by mutual agreement from the Union and Library. The decision of the Hearing Officer shall be final and binding on all matters except those eligible for submission to the arbitrator defined hereunder.

e. **Level 5** – If the Union is not satisfied with the decision of the Hearing Officer and the grievance is eligible for submission to arbitration, the Union shall follow the procedure outlined below:

1. Within thirty (30) calendar days of the decision of the Hearing Officer, the Union may request arbitration of the grievance by filing written notice of continued disagreement with the Library Director
2. Within five (5) calendar days of such written notice, the Union shall request a panel of arbitrators be submitted from the New Jersey Public Employment Relations Commission.
3. An arbitrator shall be selected using the procedures for selection of grievance arbitrators under the rules and regulations of the New Jersey Public Employment Relations Commission.
4. As soon as practicable thereafter, the designated arbitrator shall establish a hearing date and shall conduct such a hearing under the rules of the New Jersey Public Employment Relations Commission, except as provided otherwise herein.
5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party. The arbitrator shall have no authority to hear any case or reach any decision on a grievance which has not been timely submitted to any stage of the grievance procedure as outlined herein, or which is not a grievance as defined in subsection A.1.
6. The arbitrator shall have no power to add to, subtract from, or alter the language of this Agreement. The arbitrator shall have no power to make an award inconsistent with law.
7. The arbitrator shall have no power to make an award in any manner which is not within the Commission's power to implement.
8. The cost of the services of the arbitrator shall be shared equally by the Library and the Union.

D. **GENERAL PROVISIONS**

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Commission's agencies.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
6. Hearing dates before the Hearing Officer in Level 4 shall be mutually agreed upon and shall be held within thirty (30) calendar days of advancement of the grievance to Level 4, unless mutually agreed upon by the parties. Such hearings shall be held on Library premises unless a mutual agreement can be reached for a different location.
7. The Commission agrees that there shall be no loss of pay for the time spent in presenting the grievance by the grievant, and one (1) Union representative, and witnesses, subject to advance notice to and approval by the Library Director.

ARTICLE VI **PERSONAL DAYS**

- A. Personal days are designed to be used for an employee to transact personal business which can only be done during hours when the Library is open. Personal days may not be carried over from year to year.
- B. During the first year of employment, personal days are earned at the rate of one (1) day for each four (4) months worked and may only be used as they are earned. Thereafter, the employee may request up to three (3) personal days per calendar year. The employee's supervisor must approve such requests. If the request is not approved, no personal days may be taken.
- C. Personal time may be used in increments of one (1) hour.

ARTICLE VII **PRODUCTIVITY**

The Union and all other employees in this bargaining unit agree to cooperate with the Commission and its agents in any productivity programs adopted by the Commission

concerning members of the bargaining unit. The bargaining unit agrees to appoint two (2) persons from its membership to membership on a Commission-appointed productivity committee. The Union agrees that it supports and will cooperate with all efforts of the Commission to increase and improve productivity among members of this bargaining unit.

ARTICLE VIII **WORK RULES**

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

ARTICLE IX **FULLY-BARGAINED CLAUSE**

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

ARTICLE X **EMPLOYEE RIGHTS AND REPRESENTATION**

- A. The Library Commission and the Union undertake and agree on their respective behalf that neither shall directly or indirectly discourage, deprive, or coerce any employee of the enjoyment of any rights conferred by law; that neither shall discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in or participation in the activities of the Union, participation in collective negotiations with the Library Commission, or institution of any proceeding affecting the terms and conditions of employment.
- B. No employee shall be formally disciplined or formally reprimanded or reduced in compensation without just cause.

- C. Whenever any employee is required to appear before the Commission concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining thereto, then he/she shall be entitled, at his/her option, to have a representative of the Union present to advise and represent the employee during such meeting or interview.
- D. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee is given an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material.
- E. *Verbal Corrections* shall be deemed nondisciplinary, shall not be recorded in the employee's personnel file, shall not be subject to the grievance/arbitration procedure, and shall not require the presence of a Union representative. In addition, *written corrections*, which shall include a written summary of a correction given to an employee by his/her supervisor, shall also be deemed nondisciplinary, shall not require the presence of a union representative, and shall not be subject to the grievance/arbitration procedure. Prior to inclusion of any written correction in an employee's personnel file, the written correction shall be presented to the employee and Union. The employee and/or Union may include a written response to same in the employee's personnel file. Said written correction shall be removed from the personnel file after two years of time without similar offense upon request of the employee.
- F. A letter of reprimand shall be the first formal stage of discipline
- G. Nothing herein shall require the Library to begin with a verbal correction and/or written correction prior to proceeding to discipline when, in the opinion of the Library, the severity of the offense requires the action.

ARTICLE XI
DISCRIMINATION

The parties agree that they shall observe all existing state and federal statutes regarding matters of discrimination.

ARTICLE XII
SENIORITY

- A. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer, with respect to bargaining unit promotions;

however, service will be considered broken, for purposes of this article, if any employee who has served continuously with the employer for at least one (1) year:

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation;
 2. Should an employee retire;
 3. Should an employee suffer a validated dismissal;
 4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Commission;
 5. Should an employee be absent without leave for more than five (5) days except for extenuating circumstances;
 6. Employees will be laid off in accordance with existing Civil Service rules and regulations and Library Policy on layoffs.
- B. The employer should fill permanent bargaining unit job openings by promoting employees from the next lower job titles, providing those employees possess the requirements enunciated by Civil Service Law and are subsequently certified by Civil Service. In all circumstances, employees promoted to bargaining unit positions must possess the skill, ability and knowledge to perform the duties required of the higher rated job. All personnel will be eligible for promotion to bargaining unit positions based upon their skill, knowledge, and ability to perform the work at the discretion of the Library Commission.
- C. If there are two (2) or more employees with the equal skill and ability to perform the work, at the discretion of the administration, which may not be arbitrarily withheld, the employee with the greatest seniority shall be given preference for bargaining unit positions. If the employee with the greatest seniority cannot perform the higher rated job once promoted to the higher rated job, then the administration shall promote the employee which it deems to be next eligible.
- D. **Vacations** - When more than one (1) employee requests vacation at a job location at any particular time, the Library shall endeavor to honor all vacations requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first. All vacation requests must be submitted to the employee's supervisor for approval.

ARTICLE XIII
SALARIES

A. **Minimum Salaries** – The parties agree to the following minimum salaries for the term of this Agreement:

- | | | |
|----|-----------------------|--------------|
| 1. | Supervising Librarian | \$ 66,000.00 |
| 2. | MIS Coordinator | \$ 73,000.00 |

B. **Percentage Increases**

1. Effective and retroactive to April 1, 2013, all members of the bargaining unit shall receive an increase of 1.5%
2. Effective and retroactive to April 1, 2014, all members of the bargaining unit shall receive an increase of 1.5%
3. Effective April 1, 2015, all members of the bargaining unit shall receive an increase of 1.5%

C. A person promoted to the title of Supervising Librarian will receive the minimum salary of a 10% increase to their current base, whichever is higher.

D. The Library shall provide a yearly stipend of \$500.00 paid in equal biweekly installments to bargaining unit members who maintain a New Jersey Civil Service Bilingual Communicative Ability Testing Certificate (BICAT).

1. Employees receiving the stipend shall be required to perform all job functions in English and Spanish at the direction of the Library.
2. Any costs associated with maintaining BICAT certification shall be the employee's responsibility.

ARTICLE XIV **INSURANCE AND FRINGE BENEFITS**

A. With regard to the administration of insurance and fringe benefits, the Ocean County Library extends to the partners of its employees who have entered into civil union established in accordance with New Jersey state law the same benefits and protections as spouses in a marriage.

B. The existing fringe benefits in effect for the Library Commission's full-time employees on the following matters shall continue in full force and effect for the term of this Agreement. These are Health, Surgical, Major Medical, Prescription and Retirement Benefits, except as otherwise altered herein.

C. As established effective April 1, 1994 the Commission shall provide medical coverage to Library employees through the New Jersey State Health Benefits

Program as supplemented by the N.J. Local Prescription Program, as required by Chapter 88 P.L.1974 (amended by Chapter 436 P.L.1981). Health and prescription insurance coverage becomes effective after completing sixty (60) days of permanent, full-time service.

- D. The Commission shall not change the health insurance coverage referred to in Article XIV, paragraph B., except for a plan that is equivalent or better. This is provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the Commission has no control over or any obligations regarding such changes.
- E. Eligible employees may change their coverage from traditional type of coverage to the P.P.O., or to an HMO, or vice versa, only during the announced open enrollment period of each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.
- F. Employees shall be eligible for payment of one half of unused earned sick leave at retirement up to a maximum of \$15,000.
- G. Employees shall be eligible for benefits contained in the personnel policies of the Commission.
- H. All employees will be eligible for the family dental plan following three (3) months of employment (the same as the County plan). Except as provided for the diagnostic and preventative services identified below at subsections G.a.1.,) through G.a.4), the maximum total cost for services per patient for benefit year will be \$1,000.00. There will be a \$25.00 deductible per patient per benefit year for the first three (3) members of each family.
 - 1. The following diagnostic and preventive services shall be provided:
 - a. 100% for preventive and diagnostic (x-rays, cleaning, check-up, etc.)
 - b. 80% for Treatment and therapy (fillings)
 - c. 50% for prosthodontics and periodontics, inlays, caps and crowns, and ambulatory oral surgery
 - d. 50% for orthodontics (limited to \$800.00 per patient over a five year period)
- I. All employees will be entitled to an Ocean County Library Vision Service Plan.
- J. Health Care At retirement - In order to be eligible for health insurance at retirement, all current and future employees who retire on or after the effective date of this agreement must have a minimum of twenty-five (25) years' service credit in the New Jersey Administered retirement and pension system. Of these twenty-five

years, a minimum of fifteen (15) years' service must be with the Ocean County Library.

However, the above 15 years minimum service requirement with the Ocean County Library shall not apply to any employee who at the time of execution of the agreement has a minimum of twenty-two (22) years or more years of pensionable service credit with the New Jersey Administered retirement and pension system.

ARTICLE XV
MILEAGE

- A. Any employee who uses his/her personal vehicle to accomplish requirements of the job, both in and out of Ocean County, and if such use is authorized by an appropriate Library Commission supervisor, shall be reimbursed on a monthly basis for the actual mileage utilized, based upon odometer readings and adherence to all Library Commission rules and regulations regarding routes utilized and the filing of appropriate Library Commission form at the current Internal Revenue Service standard rate per mile plus any tolls. All tolls must be accompanied by receipt. Odometer readings must be verified and mileage shall only be for miles actually traveled on Library Commission business and not for any personal business of the employee.
- B. [This paragraph is eliminated in its entirety.]

ARTICLE XVI
JOB POSTINGS

- A. All Library employees are to be notified of job openings and job vacancies prior to the filling of such positions by the posting of notices on electronic bulletin board indicating the type of opening or vacancy that is occurring. It will be the responsibility of the employees in the bargaining unit to read the notice(s).
- B. All notices shall be posted for seven (7) days. In the event a job posting notice is listed at a time when a qualified candidate is out on authorized sick, vacation, or personal leave and the deadline for such application passes while the employee is out on authorized sick, vacation, or personal leave, said employee will be allowed to apply for the position upon return from the leave. The time frame for said employee's application will be extended only to an amount equal to the number of days he/she was on authorized sick, vacation or personal leave. The additional time does not apply to anyone on extended leave (more than 10 days), and only applies to those out on approved sick, vacation, or personal leave.

ARTICLE XVII
BEREAVEMENT LEAVE

- A. All employees shall receive up to four (4) days leave time for death of an employee's spouse (or civil union partner), an employee's parents, and an employee's children. All employees shall receive up to four (4) days (Twenty-eight (28) hours for thirty five (35) hour workweek positions; thirty-two (32) hours when assigned to forty (40) hour work week positions).

All employees shall receive up to three (3) days (twenty-one (21) hours for thirty-five (35) hour workweek positions; twenty-four (24) hours when assigned to forty (40) hour workweek positions) leave in the event of the death of a daughter-in-law, son-in-law, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt, uncle, or any other member of the immediate household.

- B. All employees shall be entitled to seven (7) hours (eight hours for forty (40) hour workweek positions) of bereavement leave in order to attend the funeral services of a spouse's aunt, uncle, or grandparent.
- C. The employee's supervisor must be advised as soon as possible of the need for such leave. The Library may require proof of loss whenever such requirement appears reasonable.
- D. Bereavement leave may be taken in increments of one (1) hour.
- E. When an active employee passes away, the Library will allow the co-workers of their immediate work location time off for up to three (3) hours to attend their funeral or memorial service and make arrangements for coverage from other locations.

ARTICLE XVIII
UNION LEAVE AND ASSOCIATION LEAVE

- A. A total of five (5) aggregate days per year may be utilized with the permission of the Library Director for Union business. Such leave shall include time off for Union meetings, conventions and other Union functions. Such time off shall include time for negotiation sessions, mediation and fact-finding sessions. No such time shall be permitted for union business which is conducted primarily on behalf of any other bargaining unit; provided, however, that time spent by union members on behalf of OPEIU, either on behalf of the entire local or entire international Union, shall not be considered business which is conducted primarily on behalf of any other bargaining unit.

1. Employee requesting such leave should file a written request for such leave with the Library Director at least forty-eight (48) hours in advance of the commencement of the leave. The leave may not commence without the permission of the Library Director.
- B. Allowance of three (3) days per person per calendar year is available for attending New Jersey Library Association and American Library Association conventions; thirty (30) days advance written notice from the individual employee shall be required.
- C. In case of conflicting requests and work station coverage deficiencies, management shall use rank of the employee, then seniority of service to determine disposition of the request.
- D. Management reserves the right to assign any employee to represent the Library Administration at any meeting or convention.

ARTICLE XIX **HOLIDAYS**

- A. Annually, in the first payroll period of January of each year, the Commission shall publish its schedule of holidays. The holiday schedule may vary from year to year based upon the days of observance that the Commission determines appropriate for that calendar period. The number of holidays granted will be fourteen (14) days per year. This will include a combination of days designated as closed and floating holidays.
- B. If any employee is required by the Commission to work on a scheduled holiday, that employee shall be entitled to either 1-½ compensatory time for the actual amount of hours worked during the holiday period, as defined above, or the employee will be paid time and one-half in monetary compensation times the employee's regular hourly rate of pay for each hour actually worked during the said period.
- C. Employees shall elect by April 1st of each calendar year whether they choose earned compensation time or money for working holidays during the contract year. The choice shall be made and submitted in writing to the employer or his/her representative.
- D. If the Administration, by action of the Ocean County Library Commission grants additional holidays, such holidays shall be added to the total of the fourteen (14) holidays noted in accordance with section A. for that specific year only.
- E. There will be three (3) floating holidays in lieu of Lincoln's Birthday, Martin Luther King, Jr.'s Birthday, and Veterans' Day.

- F. Days off for floating holidays shall be granted by seniority (from date of hire) in the event that more employees apply for a particular day than the Library will release as long as the request is made at the beginning of each year with annual leave. Otherwise, floating holiday requests will be granted on a first come, first served basis.
- G. Requests for floating holiday time shall not be unreasonably denied.
- H. Floating holidays may only be used as full days off.
- I. The Columbus Day holiday shall be replaced with a Christmas Eve holiday.

ARTICLE XX
SICK LEAVE

- A. Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month in the first year of service, commencing in the first month or fifteen (15) days from date of hire. It is assumed that the employee shall remain in the service of the Ocean County Library Commission for the remainder of the calendar year, and the total number of sick days, prorated, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay of the employee. Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by Ocean County Library employment for which the employee has a claim for worker's compensation shall not be charged to sick leave as long as the worker's compensation claim is awarded. Any holidays occurring during a period of sick leave shall not be chargeable to sick leave as long as those holidays are part of the Ocean County Library Commission's annual holiday schedule.
- B. Disability occurring outside the employee's employment shall be treated as sick time and charged as such.
- C. Sick Leave may be used in increments of one-half hour (1/2 hour or 0.5 hour).

ARTICLE XXI
LONGEVITY

- A. Longevity pay for all classified permanent full-time employees hired permanently on or before March 31, 2015 and with seven (7) or more years of continuous and

unbroken service to the Ocean County Library will be based upon the schedule set forth below. Years of service shall be based on "full-time" years.

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

- B. Longevity is eliminated for all employees hired permanently by the Library on or after April 1, 2015.

ARTICLE XXII **HOURS OF WORK**

- A. The workweek for the Ocean County Library shall either be a thirty-five (35) hour or forty (40) hour workweek. Overtime shall be paid at the rate of time and one-half after thirty-five (35) hours in a workweek for employees regularly working a thirty-five (35) hour workweek and after forty (40) hours for employees regularly working a forty (40) hour workweek. All overtime must be approved by a supervisor. Time worked in excess of an employee's regular seven or eight hour day shall be compensated as compensatory time earned on an hour for hour basis, *excluding Saturdays, Sunday, and special events.*
- B. An employee's request for variant scheduling may be approved by the management supervisor upon favorable recommendation of the Department/Branch Head. A variant schedule must be a regular schedule that does not vary from week to week. Time worked in excess of seven (7) hours per day or thirty-five (35) or forty (40) hours per week while on a variant schedule is considered part of the regular work schedule and is never compensated at overtime rates.
- C. **Saturday Work:** An employee who works on a Saturday as a sixth day during the workweek may:
1. take a day off during the same pay week to maintain a 35 hour workweek; or
 2. earn compensatory time or pay for the day.
- D. When choosing the option at C.2., it is understood that overtime shall be calculated after forty (40) hours in a pay week, i.e., an employee will either be paid for forty-three (43) hours or will be paid for thirty-five (35) hours and carry over eight (8) hours of earned compensatory time. The pay week shall be defined by the Ocean County payroll system.

- E. Employees shall be permitted to earn a maximum accumulation of twenty-one (21) hours of compensatory time.
- F. Pursuant to section D., prior to the first payday in January of each year, employees shall be required to elect to receive overtime payment for Saturday work either in earned compensatory time (subject to the limits set forth in paragraph F. of this article) or cash payment.
- G. If deemed a working day by the Library Commission, the Saturdays prior to Memorial Day and Labor Day shall be paid as any other Saturday. These two Saturdays shall be staffed first with volunteers and then in reverse order of seniority.
- H. Employees called into work to deal with an emergency situation (building alarms, etc.) outside of regular hours of work are entitled to overtime and will be compensated for a minimum of two hours work time.

ARTICLE XXIII
SUNDAY HOURS

- A. It is understood and agreed by and between the parties that the Library may open Sundays.
- B. Sundays shall be staffed pursuant to the system established for librarians. In such event, Sunday assignments and compensation will be as follows:
 - 1. An annual schedule (i.e., manning table) for Sunday openings shall be posted no later than June 30th of each year. Such schedule shall indicate the titles, duties, and numbers of personnel required for each Sunday for the year commencing September 1st.
 - 2. Each member of this bargaining unit shall be invited to volunteer for any or all assignments announced on the manning level tables (to be reviewed by the Library on an annual basis) which correspond to her/his permanent title and work schedule so long as an employee is otherwise qualified (or agrees to become qualified before the assignment is to be fulfilled) for any Sunday. The volunteer with the greatest seniority will be awarded up to three of her/his preferred assignments before the next senior volunteer is considered. The process will continue until all volunteers have been considered, and will then repeat itself until all volunteer requests that can be have been fulfilled. This method of selecting shall be used for all voluntary Sunday assignments.

3. If there are insufficient volunteers to staff all required billets, assignments shall be effected in reverse seniority order until each member has had a minimum of one Sunday assignment either on a voluntary or involuntary basis. After all staff have had one such assignment, the process shall be repeated beginning again with the least senior staff members. This method of selection shall be used for all involuntary assignments. All members shall be eligible for voluntary and involuntary assignments for bargaining unit positions.
 4. All hours worked on Sunday shall be paid at one and one-half times an employee's hourly rate of pay.
- C. The scheduled person in charge shall work in her/his preferred department.
- D. If the Library Commission decides to open the Sunday before Memorial Day to the Sunday before Labor Day (and inclusive of all Sundays in between Memorial Day and Labor Day), there will be no involuntary drafting of any member of this bargaining unit.

ARTICLE XXIV
SEVERABILITY CLAUSE

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

ARTICLE XXV
SUPERVISORY CONFLICTS

The Union and the members of the bargaining unit agree that in accordance with the opinion of the Attorney General of the State of New Jersey, and the New Jersey Employer-Employee Relations Act, they will engage in no activities that would constitute a conflict of interest with their supervisory duties. The parties recognize that if employees initiate any conflict of interest with their supervisory duties the Commission will take disciplinary action against any employees who undertake such activities.

ARTICLE XXVI
DUES CHECKOFF AND AGENCY SHOP
(Representation Fee)

- A. The employer agrees to deduct Union member dues and fees from the earnings of each employee when said employee has properly authorized such deduction in writing after ninety (90) days of employment. The Union will indemnify, defend, and save harmless the Library against any and all claims, demands, suits, or other forms of ill that shall arise out of or by reason of action taken by the Library Commission in reliance upon salary deduction authorization cards submitted by the Union to the Library Commission. The Library Commission will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union - Local 32. A list of the names of deductees will be forwarded twice a year to the Union's representatives.

- B. The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the OPEIU shall pay an agency shop fee equal to 85% of the dues, initiation fees, and special assessments on the bargaining agent. Such fees shall be deducted from the pay of employees so affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this article.

ARTICLE XXVII
WORK PERFORMANCE

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

ARTICLE XXVIII
PERFORMANCE EVALUATION

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

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

ARTICLE XXIX
VACATIONS

- A. From the date of appointment to a full-time position, vacation time is earned at the rate of two (2) days per month (i.e., equivalent to twenty-four (24) work days per calendar year) for members of the collective bargaining unit.
- B. For the first three (3) months of employment in a full-time position, vacation may only be used after it is earned.
- C. Beginning with the fourth month and thereafter, employees are credited with and may use the full amount of vacation to which they are entitled through the end of the calendar year.
- D. Provided the conditions established at sections B. and C. have been met, at the beginning of each successive calendar year employees covered by this paragraph are credited with the full amount of vacation to which they are entitled, i.e., the hourly equivalent of twenty-four (24) work days.
- E. Vacation time may be used in increments of one hour.
- F. All vacation leave must be scheduled in advance and is not authorized until approved by the supervisor.
- G. Any employee leaving the service of the Library Commission shall have unused vacation time paid to him/her on a prorated basis (i.e., compensation will be limited to the amount of vacation time that was earned by the date of separation).
- H. The cash equivalent of any vacation time that may have been used but not yet earned at the time of separation will be deducted from the employee's last pay along with reimbursement for any other unearned time that the employee used.
- I. Employees may carry forward five (5) vacation days over into the next year; additional carry-over vacation time requires the prior approval of the supervisor. All such carried over time must be used in the second year or it is forfeited without compensation.

ARTICLE XXX
LEAVE WITHOUT PAY

Employees may apply for leaves without pay. The application for such leaves must be made in writing and must be submitted at least ten (10) calendar days before the next regular Commission meeting at which time the request will be considered by the Commission. All such requests shall be considered consistent with the uniform rules and regulations of the New Jersey Civil Service statutes. Decisions of management of these

matters are final and binding. Leave without pay will comply with the State and or Federal Family Leave requirements.

ARTICLE XXXI
SAFETY COMMITTEE

- A. The role of this Committee is to investigate safety and employee health issues in the workplace and, as appropriate, evaluate and make recommendations.
- B. A Committee will meet as needed but not less that six (6) times a year.
- C. Input to the Committee will be solicited by the Committee Chair by a memo to the staff. The administration will forward summaries of staff accidents to the Committee.
- D. The Committee should identify possible ways to investigate issues and do preliminary investigations to evaluate and prioritize the issues.
- E. The Committee should identify possible remedies as appropriate.
- F. The Chair of the Safety Committee will report to library management on a monthly basis, said report to include (as appropriate) new issues, current investigations and recommendations.
- G. The Union shall have the right to appoint one (1) representative from the bargaining unit.

ARTICLE XXXII
SICK LEAVE BUY BACK PROGRAM

- A. **Purpose:** The purpose of the Sick Leave Buy Back Program is to encourage employees to make judicious use of their annual sick leave allotment by providing a financial incentive.
- B. **Eligibility:** In order to participate in this Program, an employee must satisfy all of the following conditions:
 - 1. Must be in a paid status or on a leave without pay approved by the Commission.
 - 2. Buy back may not occur in the calendar year of retirement.

3. Must be credited with at least four hundred twenty (420) hours of earned and unused sick leave on December 31st of the year preceding the year during which payment will be made.
4. Must not have used more than forty-nine (49) hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

C. **How the Program Works:**

1. During January of each year, an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between twenty-nine (29) and sixty-three (63) hours (inclusive) of earned, and unused sick leave.
2. Compensation will be computed at the rate of fifty percent (50%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use, and accumulate sick leave in accordance with New Jersey Department of Personnel rules and regulations.

ARTICLE XXXIII
EXAMINATION TIME OFF

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

ARTICLE XXXIV
PROFESSIONAL DUES REIMBURSEMENT

- A. The Library will reimburse members of the bargaining unit for professional dues for one of the following organizations on an annual basis:
1. New Jersey Library Association (NJLA); or
 2. American Library Association (ALA); or
 3. Public Library Association (PLA).

- B. The dues reimbursement will not exceed \$110.00 per year. If the membership is less than \$110.00, the left over monies may be used towards another professional membership.
- C. Vouchers for NJLA, ALA, or PLA dues reimbursement are submitted after the employee joins NJLA, ALA, or PLA.
- D. The reimbursement vouchers must be accompanied by an association receipt, cancelled check, or copy of membership card.

ARTICLE XXXV
DURATION

This Agreement shall be in full force and effect from April 1, 2013 until March 31, 2016.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 19th day of August, 2014.

Georgette Breslin
Commission Secretary

This Agreement shall be in full force and effect from April 1, 2013 until March 31, 2016.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2014.

**OCEAN COUNTY LIBRARY
COMMISSION**



SAL BAGLIO, Chairman



SUSAN QUINN, Library Director

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL 32**



**SHARON EASTWICK, Business Manager
/Secretary Treasurer**



ELIZABETH J. CRONIN, Shop Steward