

2-0105

140

13-00

A G R E E M E N T

Between:

MONMOUTH COUNTY LIBRARY

And:

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

TERM:

January 1, 1990 - December 31, 1991.

TABLE OF CONTENTS

21	ACCUMULATED SICK LEAVE - RETIREMENT (Art. 14)
17	ADMINISTRATIVE LEAVE (Art. 11)
38	APPENDIX A
29	ASSIGNMENTS - TRANSFERS - SENIORITY (Art. 19)
18	BEREAVEMENT LEAVE (Art. 12)
28	DISCIPLINE AND DISCHARGE (Art. 18)
30	EQUAL TREATMENT (Art. 20)
7	EQUITABLE CLASSIFICATION & SALARY ASSIGNMENT (Art. 6)
24	GRIEVANCE PROCEDURE (Art. 17)
12	HEALTH (SAFETY AND) (Art. 8)
13	HOLIDAYS (Art. 9)
4	HOURS OF WORK (Art. 4)
22	LEAVE OF ABSENCE (Art. 15)
34	LOCKOUTS (STRIKES AND) (Art. 23)
33	MANAGEMENT RIGHTS (Art. 22)
31	MISCELLANEOUS (Art. 21)
6	OTHER COMPENSATION (Art. 5)
1	PREAMBLE (Art. 1)
8	PROMOTION POLICY (Art. 7)
2	RECOGNITION (Art. 2)
21	RETIREMENT (ACCUMULATED SICK LEAVE) (Art. 14)
12	SAFETY AND HEALTH (Art. 8)
7	SALARY ASSIGNMENT (EQUITABLE CLASSIFICATION &) (Art. 6)
35	SAVINGS CLAUSE (Art. 24)
29	SENIORITY (ASSIGNMENTS - TRANSFERS) (Art. 19)
19	SICK LEAVE (Art. 13)
34	STRIKES AND LOCKOUTS (Art. 23)
36	TERMINATION (Art. 25)
29	TRANSFERS (Article 19)
23	UNION RIGHTS (Art. 16)
3	UNION SECURITY (Art. 3)
15	VACATIONS (Art. 10)

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.

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.

1.1 This Agreement is entered into this 26th day of March, 1990, 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."

Preamble

ARTICLE I

2.1 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 parttime employees not considered permanent according to Civil Service, and for additional classifications as the parties may later agree to include.

Recognition

ARTICLE 2

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.

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.

Union Security

ARTICLE 3

4.1 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 Fridays, 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.

4.2 The standard straighttime workweek is thirty-five (35) hours. Any employee who continues to work less than thirty-five (35) hours per week will be considered as a part-time employee. Subject to other terms and conditions set forth in this Agreement, the Library shall determine the hours employees will work. Where an employee requests a specific schedule of hours and the Library agrees that such a schedule is appropriate, the Library may schedule the employee to work the specific schedule, as requested by the employee. Employees who work beyond thirty-five (35) hours per week shall receive pay on a straighttime basis up to forty (40) hours of work. Any employee who works beyond forty (40) hours shall be compensated in payment at a rate of one and one-half (1-1/2) times base pay.

4.3 Employees who work holidays will receive pay at

HOURS OF WORK

ARTICLE 4

the rate of time and one-half, in addition to holiday pay. Employees who work Sundays will be paid at the rate of one and one-half (1-1/2) times their regular rate of pay.

4.4 Employees shall be entitled to one (1) paid fifteen (15) minute rest period per seven (7) hour shift as may be scheduled by the Commission.

4.5 An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time off.

Other Compensation

ARTICLE 5

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 twenty-one cents (21¢) 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 twenty-one cents (21¢) per mile, the new rate shall be applied to Library employees.

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

6.1 No person shall be appointed or employed under any title not appropriate to the duties performed or 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).

6.2 The Library shall have the right to require a bargaining unit employee to perform work other than that work which the employee would otherwise perform. In the event the Library requires such employee to perform such work, the employee shall be paid the employee's regular wage rate. In the event that the Library should require a bargaining unit employee to perform work other than that work which the employee would otherwise perform for a period in excess of ten consecutive workdays, the employee shall thereafter receive said employee's regular wage rate or the minimum wage rate for the classification to which such employee is assigned.

Equitable Classification and Salary Assignment

ARTICLE 6

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.

Promotion Policy

ARTICLE 7

to the bargaining unit employee with the greatest seniority. perform that work, then the Library shall award the position difference in the ability of one or more such applicants to in the opinion of the Library there is no appreciable Library, is most able to perform the work. In the event that the position to the applicant who, in the opinion of the the Library, for such classification, the Library shall award who apply for such position are qualified, in the opinion of applying for the position. In the event one or more employees careful consideration to all bargaining unit employees Director in writing within such time. The Library shall give desiring to apply for such position shall notify the Library An employee (including those on leave or those who are ill) posted for eight (8) working days on Library Bulletin Boards. was held by the terminated employee. Such notice shall be of such available position in the same classification which employee's termination, the Library shall first post a notice bargaining unit job which is vacated by virtue of an (b) In the event the Library intends to fill a position.

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 to make written application for such position.

In the event no employee applies for the position posted within said eight (8) day period or in the event, in the opinion of the Library, no employee who applied for such position is qualified for such classification, the Library shall have the right to repost a notice of the available position in a different classification. Under such circumstances, the Library shall repost a notice of such available position for eight (8) working days on Library Bulletin Boards. An employee (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.

8.5 When working conditions are such that heat and cold make conditions unsafe, the Library Director and the Union Safety Committee shall meet and the Library Director shall determine if such conditions warrant closing of the affected areas. If the Union desires to submit to the grievance procedure the question as to whether or not such decision of the Library Director was arbitrary, it may do so.

8.4 The Safety Inspector and the Union Safety Committee shall meet periodically with the Library heads and discuss suggested safety conditions.

8.3 The Safety Inspector will prepare in detail a handbook for procedure in case of fire or emergency.

8.2 First aid kits shall be made available to all branches.

8.1 All fulltime employees shall be granted an unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour as scheduled by the Library.

Safety and Health

ARTICLE 8

shall be rotated amongst all employees qualified to work such experience, to work holiday assignments. Holiday assignments Library Director, are then qualified by job title and prior seniority list of those employees who, in the opinion of the the Library shall, not less than once each year, prepare a holiday assignments. In designating holiday work assignments, 9.4 The Library shall have the right to designate

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

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

- 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

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

Holidays

ARTICLE 9

holiday assignments, subject to the Library's right to designate not less than two (2) employees from the particular branch and/or headquarters where the holiday is to be worked without reference to the seniority list. Employees selected from such seniority list to work on a holiday who fail to work a holiday assignment for any reason shall not be selected again until all other employees from such seniority list have been selected for a holiday assignment.

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

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

service, earned at the rate of one and two-thirds (1-2/3) days twelve (12) and up to and including twenty (20) years of (d) Twenty (20) working days per year beyond month.

earned at the rate of one and one-quarter (1-1/4) days per five (5) and up to and including twelve (12) years of service, (c) Fifteen (15) working days per year beyond service, earned at one (1) day per month.

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

10.1 (a) One (1) working day per month worked during

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

Vacations

ARTICLE 10

service, earned at the rate of two and one-twelfth (2-1/12) days per month.

10.3 All vacation allotment must be taken during the current working year unless postponement was made at the request of the Library; however, employees in the bargaining unit shall have the option to carry over into the following year not more than five (5) days vacation time, which carryover may not be accumulated from year to year.

10.4 Permanent parttime employees shall be eligible for vacation leave on a prorated basis on a direct ratio per the County work schedule.

10.5 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 the employee involved.

10.6 An employee may be paid vacation pay before starting such vacation provided such employee submits a written request for advance payment to the Library Director, or his designee, at least three (3) weeks in advance of the employee's scheduled vacation.

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 (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.

Administrative Leave

ARTICLE 11

12.1 Employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive working days to attend the funeral of a person in their immediate family. Immediate family shall be limited to father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, spouse's grandfather, spouse's grandmother, or any relative who had permanently resided in such employee's household. An employee shall submit verification thereof upon request.

Bereavement Leave

ARTICLE 12

work for four (4) hours or less shall be considered one-half periods, it being understood and agreed that an absence from 13.4 Sick leave can be taken in less than full purpose.

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

worked during each year thereafter.
(2) One and one-quarter (1-1/4) days per month first calendar year of employment; and
(1) One (1) day per month worked during the

employees on the following basis:

13.2 Sick leave shall be granted to fulltime the following schedule.

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

Sick Leave

ARTICLE 13

(1/2) day, and an absence from work for four (4) hours or more shall be considered as one (1) full day.

13.5 Permanent parttime employees shall be eligible for sick leave on a prorated basis.

13.6 Where the Library has reason to believe that an employee has been abusing sick leave (i.e., where an employee is absent a total of ten (10) days per year), the Library may require proof of illness in such form as the Director may reasonably require.

their legal heir.

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

after the effective date of retirement.

This supplemental compensation shall be paid in a lump sum
payment shall exceed Twelve Thousand (\$12,000.00) Dollars.
provided, however, that no such supplemental compensation
employment prior to the effective date of their retirement,
compensation received during the last year of his or her
accumulated sick leave based upon the average annual
employee's daily rate of pay for each day of earned and unused
be computed at the rate of one-half (1/2) of the eligible
14.2 The supplemental compensation to be paid shall

accumulated sick leave.

supplemental compensation for such earned and unused
unused accumulated sick leave shall be entitled to receive
retirement system and has to his or her credit any earned and
pursuant to the provisions of a State administered or approved
Pension System, a permanent employee who enters retirement
14.1 Subject to the provisions of the New Jersey

Accumulated Sick Leave - Retirement

ARTICLE 14

15.2 Women employees who are permanent and have completed their working test period may request that earned and unused sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one (1) month after the actual date of delivery, upon presentation of a medical certificate. Any additional leave may be requested provided that the doctor's certificate sets forth the details of the conditions requiring the additional leave.

15.1 The Library may grant leaves of absence, without pay, to permanently employed civil service employees for periods not exceeding six (6) months at any one time, in accordance with N.J.S.A. 11:24A-6.1.

Leave of Absence

ARTICLE 15

office.

hours in advance through the Assistant Director or Director's of such access shall be requested in writing twenty-four (24) representing an employee at a grievance hearing. Notification who has a grievance, investigating a grievance, and to the Library for the purpose of consulting with an employee employees of the Library, shall be granted visitation rights 16.3 Representatives of the Union, who are not

Library staff shall remain at an acceptable level.

be permitted to do so on Library time without loss of pay. 16.2 Employees selected to negotiate contracts shall

aggregate days for the calendar year 1989.

(5) aggregate days for the calendar year 1988 and three (3) attend Union conventions and conferences shall be granted five 16.1 Employees who are selected as delegates to

Union Rights

ARTICLE 16

Confronted with a problem, the grieving employee, with or without his steward, should consult his immediate supervisor about his complaint. The immediate supervisor shall respond within three (3) work days to the aggrieved employee. If the employee

STEP 1:

be handled according to the following procedure:

17.2 Procedure to be followed - Such grievances will

Article.

severe penalties shall be covered in Section 18.2 of this including five (5) day suspension. Grievances regarding more discipline of an employee or group of employees up to and bargaining unit. The term grievance shall also include the employee, group of employees, or all employees in the procedures and policies which have an adverse effect on an inequitable application of the library's rules, regulations, provisions of this collective negotiation agreement or any application and the alleged violation of the expressed written within the bargaining units concerning the meaning and between the library and any employee or group of employees shall mean any dispute between the library and the Union or

17.1 Meaning of Term Grievance - The term grievance

Grievance Procedure

ARTICLE 17

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

STEP 3:

the grieving employee. The response to the grievance should be forthcoming in writing within three (3) workdays to the grieving employee. superior.

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.

STEP 2:

matter. Under STEP 1, the grievance need not be presented in writing and no third party will be brought into the days, the grievance will be considered settled. has not appealed the decision within three (3) work

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

STEP 4:

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.

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.

based upon the last decision rendered. The grievance shall be deemed resolved that the Commissioners decided not to hear the grievance or within thirty (30) days of the date from the date the Commissioners render a decision on the matter to arbitration within thirty (30) days and binding. In the event the Union does not submit Commission. The arbitrator's decision will be final and regulations of the Public Employment Relations Commission. The arbitrator will be selected according to the rules of this Agreement, the Union has the right to request a 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 of this Agreement. 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.

STEP 5:

render a decision to the grievant within fifteen (15) days of such meeting.

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

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

action in no less than three (3) days.
days or dismissal, the Library shall notify the Union of such
18.1 In cases of suspension in excess of five (5)

~~Discipline and Discharge~~

ARTICLE 18

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.

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.

19.2 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.

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

~~Assignments - Transfers - Seniority~~

ARTICLE 19

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

20.1 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.

Equal Treatment

ARTICLE 20

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.

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.

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

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.

21.1 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.

ARTICLE 21

Miscellaneous

The Library agrees to distribute such membership packets to new employees during the initial phase of employment.

21.6 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.

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.

Management Rights

ARTICLE 22

23.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the employer's work. The employer shall follow the grievance procedure for which provision is made herein and the employer shall not cause any lockouts.

Strikes and Lockouts

ARTICLE 23

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.

Savings Clause

ARTICLE 24

25.1 This Agreement shall be in effect from January 1, 1990 and shall continue in full force and effect up to and including midnight of December 31, 1991.

25.2 In the event the County of Monmouth, during the term of this Agreement, voluntarily implements either a dental plan, prescription plan, or optical plan for the benefit of the members of a collective negotiation unit represented for purposes of collective negotiation by a labor organization, such dental plan, prescription plan, or optical plan shall be implemented for the benefit of library employees represented by the Union within ninety (90) days after written notification from the Union to the library that such a plan has been so implemented and upon verification by the library from the County. It is understood and agreed that such implementation shall not be required in the event: (a) the County of Monmouth is compelled to implement a dental plan, prescription plan, or optical plan to the members of a collective negotiation unit as a result of interest arbitration; (b) as a result of any labor organization having accepted a monetary contribution in lieu of a County provided dental plan, prescription plan or optical plan; or (c) as a

Termination

ARTICLE 25

result of any collective negotiation agreement, except an agreement which is entered into directly between the County of Monmouth and a labor organization. The implementation of any such plan, as provided herein, shall be subject to the applicable provisions, conditions and limitations of whatever plan is so implemented by the County of Monmouth.

MONMOUTH COUNTY LIBRARY

By John H. Livingstone, Jr.
John H. Livingstone, Jr.
Director
3/26/98

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

By Paul J. Moore
3-5-90

Junior Library Assistant - \$13,200.00
 Junior Library Assistant/Typing - \$13,200.00
 Audio Visual Aids Clerk - \$13,200.00
 Principal Data Entry Machine Operator - \$15,650.00
 Senior Library Assistant - \$15,292.00
 Senior Library Assistant/Typing - \$15,292.00
 Principal Library Assistant - \$18,420.00

(c) Effective July 1, 1990, all full-time employees shall receive no less than the minimum annual salary set forth in their applicable classification as follows:

Junior Library Assistant - \$12,121.00
 Junior Library Assistant/Typing - \$12,121.00
 Audio Visual Aids Clerk - \$12,121.00
 Principal Data Entry Machine Operator - \$15,650.00
 Senior Library Assistant - \$15,292.00
 Senior Library Assistant/Typing - \$15,292.00
 Principal Library Assistant - \$18,420.00
 Supervising Library Assistant - \$21,547.00
 Library Clerk Driver - \$17,157.00
 Automotive Mechanic - \$18,035.00
 Library Exhibit Artist - \$14,462.00
 Senior Library Exhibit Artist - \$17,205.00
 Supervising Library Exhibit Artist - \$21,547.00
 Junior Librarian - \$22,865.00
 Senior Librarian - \$26,365.00
 Principal Librarian - \$30,593.00

(b) Effective January 1, 1990, all full-time employees shall receive no less than the minimum annual salary set forth in their applicable classification (increases will not be applicable to employees who left employment between January 1, 1990 and February 7, 1990):

(a) Effective January 1, 1990, all employees shall receive a six percent (6%) increase in their annual salary over their annual salary in effect on December 31, 1989, or the minimum annual salary set forth for their applicable classification, whichever is higher. (Increases will not be applicable to employees who left employment between January 1, 1990 and February 7, 1990.)

APPENDIX A

Junior Library Assistant - \$13,860.00
 Junior Library Assistant/Typing - \$13,860.00
 Audio Visual Aids Clerk - \$13,860.00
 Principal Data Entry Machine Operator - \$16,432.00

(f) Effective January 1, 1991, all full-time employees shall receive no less than the minimum annual salary set forth in their applicable classification:

(e) Effective January 1, 1991, all employees shall receive a five percent (5%) increase in their annual salary over their annual salary in effect on December 31, 1990, or the minimum annual salary set forth for their applicable classification, whichever is higher. (Minimum annual salaries for full-time employees will be adjusted by the across-the-board increase.)

Junior Library Assistant - \$13,200.00
 Junior Library Assistant/Typing - \$13,200.00
 Audio Visual Aids Clerk - \$13,200.00
 Principal Data Entry Machine Operator - \$15,650.00
 Senior Library Assistant - \$15,292.00
 Senior Library Assistant/Typing - \$15,292.00
 Principal Library Assistant - \$18,420.00
 Supervising Library Assistant - \$21,547.00
 Library Clerk Driver - \$17,157.00
 Automotive Mechanic - \$18,035.00
 Library Exhibit Artist - \$14,462.00
 Senior Library Exhibit Artist - \$17,205.00
 Senior Library Exhibit Artist - \$17,205.00
 Supervising Library Exhibit Artist - \$21,547.00
 Junior Librarian - \$24,200.00
 Senior Librarian - \$28,556.00
 Principal Librarian - \$33,695.00

(d) Effective September 7, 1990, all full-time employees shall receive no less than the minimum annual salary set forth in their applicable classification as follows:

Supervising Library Assistant - \$21,547.00
 Library Clerk Driver - \$17,157.00
 Automotive Mechanic - \$18,035.00
 Library Exhibit Artist - \$14,462.00
 Senior Library Exhibit Artist - \$17,205.00
 Senior Library Exhibit Artist - \$17,205.00
 Supervising Library Exhibit Artist - \$21,547.00
 Junior Librarian - \$24,200.00
 Senior Librarian - \$28,556.00
 Principal Librarian - \$30,593.00

(h) Parttime employees shall receive compensation on a pro rata basis.

(g) The Library agrees that in the event the County of Monmouth, during the term of this Agreement, voluntarily implements a general across-the-board wage increase to all County employees in an amount greater than the 6% increase provided herein effective January 1, 1990, or in an amount greater than the 5% increase provided herein effective January 1, 1991 then, upon notification and confirmation of any such greater general across-the-board increase implemented by the County of Monmouth, the Library shall implement the greater increased amount for the benefit of bargaining unit employees.

\$16,057.00	Senior Library Assistant -
\$16,057.00	Senior Library Assistant/Typing -
\$19,341.00	Principal Library Assistant -
\$22,624.00	Supervising Library Assistant -
\$18,015.00	Library Clerk Driver -
\$18,937.00	Automotive Mechanic -
\$15,185.00	Library Exhibit Artist -
\$18,065.00	Senior Library Exhibit Artist -
\$22,624.00	Supervising Library Exhibit Artist -
\$25,410.00	Junior Librarian -
\$29,984.00	Senior Librarian -
\$35,380.00	Principal Librarian -