

*2010-2013
- District of Columbia*

**Contract between the
Ocean County Library
and the
Government Workers Union
(Full-time and Part-time Employees)**

April 1, 2010– March 31, 2013

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Article I. Purpose of the Agreement. This Agreement is entered into by and between the Ocean County Library Commission, hereinafter referred to as "Employer," and the Government Workers Union (GWU), hereinafter referred to as "Union" or "Employees." This Agreement contains the agreements of the parties regarding wages, salaries, and other terms and conditions of employment that shall be binding on the parties for the term of this Agreement.

Article II. Recognition of the Union

A. The Ocean County Library Commission recognizes the Government Workers Union as the sole and exclusive bargaining agent for full-time and part-time librarians, including Principal Librarians, Senior Librarians, and Librarians, but excluding the titles of Library Director, Assistant Library Director, Chief Librarian, Supervising Librarian, and Library Associate. All per diem and temporary employees are also excluded.

B. The following articles do not apply to part-time staff:

VI	Personal Days
XX	Holidays
XXXI	Temporary Assignment
XXXIII	Leave Without Pay
XXXV	Sick Leave Buy Back Program
XXXVI	Examination Time Off

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 members of the Union, any member of the bargaining unit, or any person acting in or on the Union's behalf will cause, authorize, or support, nor will any of its members or any person acting on its behalf, take part in any strike (which shall be defined as any concerted failure to report to duty or willful absence of any employee from her/his 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, walkout, concerted refusal to report for or perform work, refusal to work due to the presence of a picket line, work slowdown, or other concerted work interruption of any kind during the term of the Agreement or during any interim negotiations period. 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 parties agree that this provision shall not prevent any union employee or union representative from exercising any right guaranteed to any member of the public to express her/his views on any subject. The provision herein is meant to, and addresses only those actions designed to, or which have the effect of interrupting the regular and smooth operations of the Library or the regular and smooth provision of providing service to the public.

D. 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.

E. 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 are 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. 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 consistent with this agreement and applicable law or administrative regulations.
4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work consistent with this agreement and applicable law or administrative regulations.
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 consistent with this agreement and applicable law or administrative regulations
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 purposes 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, by 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 contained in this grievance procedure shall preclude any employee from exercising her/his 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 or conditions of employment set forth in the Agreement may be filed initially at Level 3. Such grievances will be referred to as Class Grievances. Such class grievances in order to be timely filed must be filed within ten days of the occurrence of the grievance.

C. Processing

1. The number of days indicated at each level shall be considered a maximum. Every effort will be made by the parties 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 grievance responses 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 her/his immediate supervisor with the objective of resolving the matter informally. A grievance must be filed within ten 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 calendar days after presentation of the grievance to the immediate supervisor, the employee or Union may submit the grievance in writing within five 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 aggrieved person or the Union is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within seven calendar days after presentation of the grievance, the employee or the Union may submit the grievance in writing within five 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 employee or the Union is not satisfied with the disposition of the grievance at Level 3 or if no decision has been filed within ten calendar days after the grievance was submitted to the Library Director, the grievant or the Union may submit the grievance in writing to the Library Commission within five calendar days after a

decision by the Library Director or fifteen calendar days after a grievance was submitted to the Library Director with no response. If deemed necessary by the Library Commission, a committee of three members of the Library Commission may schedule a hearing on the grievance. Such hearing shall not be required. Within thirty calendar days after the hearing or within thirty calendar days after the submission of the grievance if no hearing is held, the Library Commission shall render a decision in writing to the grievant and the Union. The decision of the Library Commission shall be final and binding for all matters except those eligible for submission to arbitration as defined hereunder.

e. Level 5. If the Union is not satisfied with the answer received from the Library Commission and the grievance is eligible for submission to arbitration, the Union shall follow the procedure outlined below:

- 1). Within thirty calendar days of the decision of the Library Commission, the Union may request arbitration of the grievance by filing written notice of continued disagreement with the Library Director.
- 2). Within five 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 matter 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 Library Commission shall be mutually agreed upon and shall be held within 45 days of advancement of the grievance to the Commission level, unless mutually agreed otherwise by the parties. Such hearings shall be held on Library premises.
7. The Commission agrees there shall be no loss of pay for the time spent in presenting the grievance by the grievant, one Union representative, and witnesses subject to advance notice to and approval of the Library Director.

Article VI. Personal Days

- A. Personal days are designed to be used by a full-time employee to transact personal business. Employee requests for personal days shall not be unreasonably denied. 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 day for each four months worked and may only be used as they are earned. Thereafter, the employee may request up to three personal days per calendar year. The employee's supervisor must approve such requests in advance.
- C. Personal time may be used in increments of one hour or more.
- D. Part-time employees are not eligible for personal time.

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 program adopted by the Commission concerning members of this bargaining unit. The bargaining unit agrees to appoint two 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 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 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. Employee rights

1. 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.
2. No employee shall be formally disciplined or formally reprimanded or reduced in compensation without just cause.
3. Whenever any employee is required to appear before the Commission concerning any matter which could adversely affect the continuation of that employee in her/his position or employment or the salary or any increments pertaining thereto, then s/he shall be entitled at her/his option to have a representative of the Union present to advise and represent the employee during such meeting or interview.
4. No material derogatory to an employee's conduct, service, character, or personality shall be placed in her/his personnel file unless the employee is given an opportunity to review the material. The employee shall acknowledge that s/he has had the opportunity to review such material by affixing her/his 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.
5. *Verbal corrections* shall be deemed non-disciplinary, 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 her/his supervisor, shall also be deemed non-disciplinary, 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.
6. A letter of reprimand shall be the first formal stage of discipline.
7. 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 said action.

B. Union rights

1. Agents of the Union shall have access to such Library records as entitled to under law, upon prior written notice.
2. The Union shall provide the Library with a listing of its agents for purposes herein described.
3. The Library shall provide a bulletin board at each work location for use by the union for postings related to legitimate Library union business. Such postings shall not include any derogatory comments and or statements about the Library or any Library employee or agent. All such postings must be provided to the Library Director in advance of posting and may be refused whenever, at the Library Director's discretion, such posting is not appropriate. Postings will be taken down by the Library when outdated.
4. The Union has the right to designate employees of the Library as official Union representatives and shall specify their respective Union responsibilities. Such responsibilities shall not interfere (consistent with PERC's interpretations of interference) with the employees' Library duties.
5. The Library will allow the Union use of meeting facilities, subject to availability, under the same conditions as required of any public use of such meeting rooms. In addition, such use cannot disrupt Library operations and or otherwise cause a disturbance within the Library.
6. The Union reserves all rights conferred upon and vested in it by law and or administrative regulation unless otherwise modified herein.
7. The Library shall permit the Union to distribute membership packets to all new hires during their orientation period. Such distribution, however, shall be limited as required by law and shall in no way be deemed support for or against Union membership.
8. It is agreed that representatives of the Union and Library shall meet upon the reasonable request of either party to discuss matters of relevance and concern to the parties.
9. The Union and Library reserve without limitation all of the rights vested in them by the laws and regulations of the State of New Jersey and of the United States, unless otherwise modified herein.

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 promotions; however, service will be considered broken, for purposes of this clause, if any employee who has served continuously with the employer for at least one year:

1. should resign her/his position and not be rehired by said employer within three months of said resignation;
2. should retire;

3. should suffer a validated dismissal;

4. should request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Commission;

5. should be absent without leave for more than five workdays except for extenuating circumstances.

B. Employees will be laid off in accordance with existing N.J. Civil Service rules and regulations.

C. The employer should fill permanent job openings by promoting employees from the next lower job titles, providing those employees possess the requirements enunciated by N.J. Civil Service laws and are subsequently certified by that Department. In all instances, employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job. All personnel will be eligible for promotion based upon their skill, knowledge, and ability to perform the work at the discretion of the Library Commission.

D. If there are two 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. 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.

E. Vacations. When more than one 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, employees with the greatest seniority shall be granted their vacation first. All vacation requests must be submitted to the employee's supervisor for approval. For purposes of vacation, full-time and part-time librarians will be in separate seniority pools.

F. If a part-time employee changes status to full-time, the employee shall be entitled to 50% of part-time continuous service for seniority and longevity.

G. Where an employee requests a lateral transfer and is denied same, upon written request to the Director of Human Resources within ten calendar days of the denial, the employee so denied shall be provided with a written explanation of why the Library selected the successful candidate for the position. The employee denied the lateral transfer may, thereafter, request a meeting with the recommending official, a representative of the Office of Human Resources, and a Union representative to discuss the employee's deficiencies (if any) and or other reasons for the non-selection. This discussion may also include suggestions as to future actions the employee may take to improve her/his chances of future lateral transfers and or promotions. Such discussions and the Library's reasons for selection or non-selection shall not interfere with the lawful exercise of the Library's management rights.

Article XIII. Minimum Salary

A. The parties agree to the following minimum salaries, effective and retroactive to April 1, 2010:

- 1. Librarian: \$44,000
- 2. Senior Librarian: \$46,000
- 3. Principal Librarian: \$54,000

B. The parties agree to the following minimum salaries effective April 1, 2011:

- 1. Librarian: \$44,000
- 2. Senior Librarian: \$46,000
- 3. Principal Librarian: \$54,000

C. The parties agree to the following minimum salaries effective April 1, 2012:

- 1. Librarian: \$44,000
- 2. Senior Librarian: \$46,000
- 3. Principal Librarian: \$54,000

D. Employees shall receive either the minimum salary or the percentage increase set forth in Article XIV, below, whichever is greater.

E. Minimum salaries for part-time employees shall be calculated by dividing the full-time minimum salary for the title to which assigned by 1820 hours.

Article XIV. Salaries

A. The parties agree that Senior Librarians and Principal Librarians shall be eligible for the new minimums established in Article XIII or the following percentage increases to salary, whichever is greater.

1. Effective and retroactive to April 1, 2010:

- a. Senior Librarian 1.50%
- b. Principal Librarian 1.50%

2. Effective April 1, 2011:

- a. Senior Librarian 1.50%
- b. Principal Librarian 1.50%

3. Effective April 1, 2012:

- a. Senior Librarian 1.50%
- b. Principal Librarian 1.50%

B. Salaries for part-time Librarians and Senior Librarians shall be prorated based on the increases established above.

C. Senior Librarians/Branch Managers shall receive a \$1000 yearly stipend, to be paid in equal biweekly installments. Such stipend shall be prorated for those Senior Librarians/Branch Managers who serve on less than a full-time basis.

D. The Library shall provide a yearly stipend of \$500 paid in equal biweekly installments to bargaining unit members who maintain a NJ 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 XV. 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 unions 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:

C. As established effective April 1, 1994 the Commission shall continue to provide medical coverage to Library employees through the New Jersey State Health Benefits Program, as supplemented by the N.J. Local Prescription Drug 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 60 days of service.

D. The Commission shall not change the health insurance coverage referred to in section C of this article 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 or 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 full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

F. Employees shall be eligible for payment for one half of unused earned sick leave at retirement up to a maximum of \$15,000.00.

G. Employees shall be eligible for any benefits contained in the personnel policies of the Commission.

H. All employees will be eligible for the family dental plan following three months of employment (the same as the County plan) with a maximum total cost for services per patient for benefit year of \$1,000.00 with a \$25.00 deductible per patient per benefit year for the first three members of each family, not applicable to preventative and diagnostic services as set forth below.

a. The following diagnostic and preventive services shall be provided:

- 1). 100% for preventive and diagnostic (x-rays, cleaning, check-up, etc.),
- 2). 80% for treatment and therapy (fillings).
- 3). 50% for prosthodontics and periodontics, inlays, caps and crowns, and ambulatory oral surgery.
- 4). 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. Part-time employees are not eligible for Health, Surgical, Major Medical, and Prescription Benefits.

Article XVI. Mileage

A. Full-time employees

1. Any employee who uses her/his personal vehicle to accomplish requirements of the job outside Ocean County, if such use is authorized by an appropriate Library supervisor, shall be reimbursed 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 vouchers 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.

2. In-County travel with personal vehicles is reimbursed annually by a \$40 County travel allowance which will be paid in a December payroll check to members of the bargaining unit employed by the Library Commission on or before March 31st of the same year. Employees will be reimbursed at the current Internal Revenue Service standard rate per mile for more than 100 miles of in-County travel in one calendar year.

a. Beginning April 1, 2011 the annual in-county travel allowance for personal vehicle usage will be \$45.00.

b. Beginning April 1, 2012 the annual in-county travel allowance for personal vehicle usage will be \$50.00.

B. **Part-time employees.** Part-time staff will be entitled to mileage reimbursement to cover changes in work location during the work day. The employee is responsible for mileage to and from work.

Article XVII. 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 the 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. Such notices for full-time and part-time positions shall be posted for ten calendar days.

C. Librarians In Training. Librarians in Training may be considered in the discretion of the Library to fill vacant Librarian/Senior Librarian positions when the trainee is within six months of receiving her/his MLS degree and there are no internal candidates to fill the vacant position or the internal candidates are not deemed as qualified as the trainee.

Article XVIII. Bereavement Leave

A. All employees shall receive up to 4 days leave time (twenty-eight (28) hours for thirty-five (35) hour workweek positions) 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 three (3) days leave time (twenty-one (21) hours for thirty-five (35) hour workweek positions) 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 full-time employees shall be entitled to up to seven hours of bereavement leave in order to attend the funeral services of a spouse's aunt, uncle, or grandparent. 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.

C. Bereavement leave may be taken in increments of one hour or more.

D. Part-time employees will be given bereavement leave of 14 hours in the event of the death of their spouse, parent(s), child/ren, grandparent(s), or grandchild/ren.

E. When an active employee passes away the library will allow the co-workers of their immediate work location time off for up to 3 hours to attend their funeral or memorial service and make arrangements for coverage from other locations.

Article XIX. Union Leave and Association Leave

A. A total of twenty-five 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 the GWU, either on behalf of the entire local or the 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 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 days per person per calendar year is available for attending New Jersey Library Association and American Library Association conventions; thirty 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 XX. Holidays

A. Annually, in the first payroll period of January of each year the Library Commission shall publish its schedule of holidays. The holiday schedule may vary from year to year based upon the days of observance that the Library Commission determines appropriate for that calendar period. The number of holidays granted will be fourteen 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 closed holiday, that employee shall be entitled to either compensatory time at the rate of 1-½ hours earned for each hour actually worked during the holiday period (as established above) *or* the employee will be paid in monetary compensation at 1-½ times the employee's regular hourly rate of pay for each hour actually worked during said period.

C. Employees shall elect by April 1st of each calendar year whether they choose earned compensatory time or money for working holidays during the contract year. The choice shall be made and submitted in writing to the employer or her/his 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 holidays noted in accordance with section A. for that specific year only.

E. Three floating holidays are earned by being employed by the Library Commission on or before the date prior to the recognized celebration of Martin Luther King, Jr.'s Birthday, Lincoln'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.

J. Part-time employees are not eligible for holiday time.

Article XXI. Sick Leave

A. Full-time Employees

1. Sick leave shall accumulate at the rate of one and one-quarter days per month in the first year of service, commencing in the first month or fifteen 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 earned 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 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.

2. Disability occurring outside the employee's employment shall be treated as sick time and charged as such.

3. Sick leave may be used in minimum increments of one hour.

B. Part-time Employees

1. Part-time employees are entitled to prorated sick leave based on fifteen days per year. Prorated sick time is earned based on the employee's average number of hours worked per week. The previous year's average weekly total will be used as a basis for calculating the amount of time given (but not yet earned) in January. The allocations will also be adjusted in January for time not earned in the previous year.

2. 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.

3. Sick leave shall accumulate year to year with additional hours added based upon the following table.

Work Schedule, Hours Per Week	Annual Sick Leave Allocation (Hours)
7	21
8	24
9	27
10	30
11	33
12	36
13	39
14	42
15	45
16	48
17	51
18	54
19	57
20	60
21	63

4. Days lost due to injury or illness arising out of or caused by the Ocean County Library employment for which the employee has a claim for workers' compensation shall not be charged as sick leave as long as the workers' compensation claim is awarded.

5. Disability occurring outside the employee's employment shall be treated as sick time and charged.

6. Sick leave may be used in minimum increments of one hour.

Article XXII. Longevity

A. Longevity

1. Full-time Employees

a. Longevity pay for all classified permanent full-time employees with seven or more years of continuous and unbroken service with the Ocean County Library will be based upon the schedule set forth below. Years of service shall be "full-time" years.

1). 7 years	3.0% of salary
2). 12 years	4.6% of salary
3). 17 years	5.7% of salary
4). 22 years	6.5% of salary
5). 27 years	7.3% of salary
6). 32 years	8.0% of salary

2. Part-time Employees

a. Part-time employees are not eligible for longevity.

B. Seniority Stipend

1. Part-time Employees

a. Each part-time employee upon completion of three years of unbroken service with the Library shall receive an additional payment of \$400.00.

b. Said payment will be earned upon the first day of the fourth year of service, but will be paid in the month of December of the same calendar year in which it was earned.

c. This payment is limited to employees in part-time positions and shall not be continued if and when said employee obtains a full-time position.

d. The date of hire of an employee shall establish qualification to receive the payment. The employee must be in a part-time position in December to be entitled to the payment for that calendar year.

- e. If a part-time employee changes status to full-time, the employee shall be entitled to 50% of part-time continuous service for seniority and longevity.

Article XXIII. Hours of Work

A. The workweek for the Ocean County Library shall consist of any thirty-five hour period, excluding Saturday and Sunday, as indicated on the schedule prepared by the Ocean County Library Commission. Overtime shall be paid at the rate of time and one-half after thirty-five hours in a week. All overtime must be approved by a supervisor. Time worked in excess of an employee's regular seven hour day shall be compensated with compensatory time earned on an hour for hour basis, *excluding Saturdays, Sundays, and special events*.

B. A full-time employee's request for variant scheduling may be approved by the management supervisor upon favorable recommendation of the Department Head or Branch Manager. A variant schedule must be a regular schedule that does not vary from pay period to pay period. Time worked in excess of seven or eight hours per day (dependent on whether the employee works either a 35 or 40 hour workweek schedule) is considered part of the regular work schedule and is never compensated at overtime pay rates.

C. Any part-time employee who is regularly scheduled to work thirty-five hours per week will be considered full-time.

D. Saturday Work. An employee who works on a Saturday as a sixth day during the pay week 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.

E. When choosing the option at subsection D.2., it is understood that overtime shall be calculated after 40 hours per pay week, i.e., an employee will either be paid for 43 hours or will be paid for 35 hours and carry over eight hours of earned compensatory time. The pay week shall be defined by the Ocean County payroll system.

F. Employees shall be permitted to accrue up to a maximum of 21 hours of earned compensatory time.

G. 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.

H. If deemed a working day by the Librarian 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.

I. 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 XXIV. Sunday Hours

A. It is understood and agreed by and between the parties that the Library may open Sundays.

B. In such event, Sunday assignments and compensation will be as follows:

1. An annual schedule of Sunday openings shall be posted no later than June 30th of each year. Such schedule shall indicate the titles, duties, and level of staffing required for each Sunday for the year commencing September 1st.
2. Each member shall be invited to volunteer for any duty for which the staff member is qualified for any Sunday. In the event more staff members volunteer than are required, assignments shall be made in seniority order, beginning with the most senior staff. After all volunteers have received three such assignments, the process shall be repeated. This method of selecting shall be used for all voluntary assignments.
3. If there are insufficient volunteers, staff shall be assigned 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 member. This method of selection shall be used for all involuntary assignments. All members shall be eligible for voluntary and involuntary assignments. All staff shall be eligible for voluntary and involuntary assignments.
4. All hours worked on Sunday by full-time employees shall be paid at one and one-half times an employee's hourly rate of pay, excluding part-time employees.
5. All hours worked on Sunday by part-time employees shall be paid as straight time.
6. Part-time librarians who work three or four Saturdays per month will be on the same reverse seniority list with full-time librarians being required to work on a Sunday.

C. The scheduled person in charge shall work in her/his preferred department.

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

Article XXVI. 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 Regulations 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 Library Commission will take disciplinary action against any employees who undertake such activities.

Article XXVII. 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 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 Government Workers Union. 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 GWU 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 XXVIII. 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 XXIX. 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 her/his performance evaluation.

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

Article XXX. Promotions

A. Full-time Employees

1. Six percent of salary, or \$1,000.00, or the minimum salary for the new title, whichever is greater, shall be given to full-time employees receiving a promotion.

2. Promotions from Senior Librarian to Principal Librarian will be ten percent or the minimum salary, whichever is greater.

B. Part-time Employees. Six per cent of the hourly rate, or the minimum salary for the new title (prorated), whichever is greater shall be given to employees assigned to part-time positions when promoted.

Article XXXI. Temporary Assignment. Any employee who must work in a higher job classification than her/his present assigned classification for a period in excess of five consecutive work days shall receive the higher of either the minimum rate established for the temporarily assigned position or a rate equivalent to an annual increase of 6% for the period of time so assigned. Temporary assignment, out of title pay does not pertain to replacement for vacations or training unless assigned.

Article XXXII. Vacations

A. Full-time Employees

1. During the first year of employment, vacation time is earned at the rate of two days per month for members of the collective bargaining unit.

2. For the first three months of employment vacation may only be used as it is earned. Thereafter, employees are credited with the full amount of vacation to which they are entitled, twenty-four days, at the beginning of each calendar year.
3. Vacation time may be used in minimum increments of one hour.
4. All vacation leave must be scheduled in advance with the approval the of supervisor.
5. Any employee leaving the service of the Library Commission shall have unused vacation time paid to her/him on a prorated basis. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.
6. Employees may carry forward five vacation days 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.

B. Part-time Employees

1. Part-time librarians are entitled to prorated vacation time based on the number of years of service as a part-timer.
2. Part-time librarians earn 15 days vacation pro-rated. Part-time librarians with 18 or more years of service earn 20 days vacation prorated. Prorated vacation time is earned based on the part-time employee's average number of hours worked per week. The previous year's average weekly total will be used as a basis for allocating the amount of time given (but not earned) in January. The allocations will be adjusted in January for time not earned the previous year.
3. The following table shows annual allocations of vacation leave based on work schedules authorized by the Library Commission.

Scheduled Hours Per Week	15 Days, Prorated (Hours Earned)	20 Days, Prorated (Hours Earned)
7	21	28
8	24	32
9	27	36
10	30	40
11	33	44
12	36	48
13	39	52
14	42	56
15	45	60
16	48	64
17	51	68
18	54	72
19	57	76
20	60	80
21	63	84

4. Changes to vacation leave allocations necessitated by adjustments to part-time work schedules authorized by the Library Commission after an allocation has been made at the beginning of a calendar year will be recalculated after approval by the Library Commission. The employee will be notified by the Payroll Office of the revised allocation.

Article XXXIII. Leave Without Pay. Full-time employees may apply for leaves without pay. The application for such leaves must be made in writing and must be submitted at least ten calendar days before the next regular Library Commission meeting at which time the request will be considered by the Library Commission. All such requests shall be considered consistent with the uniform rules and regulations of the New Jersey Civil Service Statutes. Decisions of management on these matters are final and binding. Leave without pay will comply with New Jersey and or Federal family leave requirements.

Article XXXIV. 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. The Committee will meet as needed but not less than six times a year.
- C. Input to the Committee will be solicited by the Committee Chair by a memorandum to Library employees. 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 is expected to recommend possible remedies as appropriate.
- F. The Chair of the Safety Committee will report to library management on a monthly basis; said report shall include new issues, current investigations, and recommendations.
- G. The Union shall have the right to appoint one representative from the bargaining unit to be a member of the Safety Committee.

Article XXXV. Sick Leave Buy Back Program.

A. Purpose. The purpose of the Sick Leave Buy Back Program is to encourage full-time 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 an active full-time employee of the Commission or on an approved leave of absence with pay.
2. Must not be in the calendar year of retirement.
3. Must be credited with at least 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 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 s/he be compensated for between 29 and 63 hours (inclusive) of earned, unused sick leave.

2. Compensation will be computed at the rate of 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 Civil Service rules and regulations.

Article XXXVI. Examination Time Off. Full-time 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 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 N.J. Civil Service.

Article XXXVII. Planning Committee. The Library shall allow the Union to appoint one bargaining unit member to the Planning Committee.

Article XXXVIII. Professional Dues Reimbursement

A. The Library will reimburse members of the bargaining unit for professional dues for 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.

C.

C. Vouchers for NJLA, ALA or PLA dues reimbursement are submitted after the employee joins NJLA, ALA or PLA.

D. The reimbursement voucher must be accompanied by an association receipt, cancelled check, or copy of membership card.

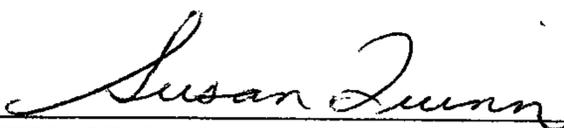
Article XXXIX. Duration. This Agreement shall be in full force and effect from April 1, 2010 until March 31, 2013.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 18 day of May, 2010.

**Ocean County Library
Commission**

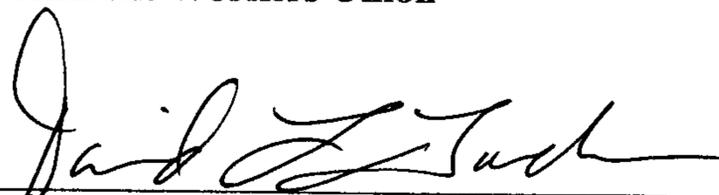


HENRY J. MANCINI
Chairman



SUSAN QUINN
Library Director

Government Workers Union



DAVID TUCKER
President



JOLENE SMITH
Senior Representative



JUNE SCHNEIDER
Representative



CHRISTINE RODAS
Representative



BILL RINGER
Representative



PRISCILLA CORDERO
Representative



LARA FLETCHER
Representative