

**AGREEMENT**

between

**MONMOUTH COUNTY LIBRARY**

and

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

**JANUARY 1, 2004 - DECEMBER 31, 2006**

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ARTICLE 1 - PREAMBLE

1.1 This is entered into this 1 day of January, 2004, by and between MONMOUTH COUNTY LIBRARY, Monmouth County, New Jersey, hereinafter called the "Library" and LOCAL #2514 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union".

1.2 The County endorses the practices and procedures of Collective Bargaining as a fair and orderly way of conducting its relations with its employees insofar as practices and procedures are appropriate to the function and obligations of the Library, acting through the Library Director, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Library.

1.3 The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Library by the Statutes of the State of New Jersey. It is the intention of this Agreement to provide, where not otherwise mandated by statutes or ordinances, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interferences with efficient operations of the Library, and provide an orderly and prompt method for handling and processing grievances.

ARTICLE 2 - RECOGNITION

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

2.2 Maintenance of Membership/Agency Fee - Although it is understood that Union membership is not a mandatory condition of employment for any employee covered by this Agreement, any permanent employee may elect to join the Union after thirty (30) days of employment with the Library.

It is agreed that any permanent employee covered by this Agreement who elected to join the Union prior to June 12, 2002 and any permanent employee who after June 12, 2002 elects to join the Union, shall, as a condition of continued employment, pay the Union those dues, fees and assessments uniformly required of all members of the Union in good standing for the term of this Agreement except as hereinafter provided.

Any permanent employee covered by this Agreement who commences employment after June 12, 2002 shall, after thirty (30) days of employment elect either to become a member of the Union or elect to pay a representation fee in an amount equal to seventy-five percent (75%) of the regular Union membership dues, fees and assessments uniformly required of all members of the Union in good standing.

Permanent employees covered by this Agreement hired prior to June 12, 2002 but who are not currently members of the Union may elect to become members of the Union, pay a representation fee or refrain from becoming a member of the Union or paying a representation fee.

A permanent employee covered by this Agreement who has elected to join the Union may thereafter elected to join the Union may thereafter elect to withdraw from membership in the Union upon proper written notice posted to the Union. Thereafter, a permanent employee who has elected to withdraw from membership in the Union shall, as a condition of continued employment, pay a representation fee to the Union. The representation fee shall be in an amount equal to seventy-five percent (75%) of the regular Union membership dues, fees and assessments uniformly required of all members of the Union in good standing.

Membership dues, fees and assessments or representation fees shall be automatically deducted from the employee's pay upon proper written notification and Union certification as to the amounts to be deducted.

2.3 Indemnification - The Union shall indemnify and hold the Library harmless against any and all claims, demands, suits and other forms of liability (including reasonable attorneys' fees) that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article.

#### ARTICLE 3 - UNION SECURITY

3.1 The Library agrees to deduct the regular monthly Union dues of such employees from his pay and remit such deductions by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Library in writing at least thirty (30) days in advance of any change in due structure.

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

#### ARTICLE 4 - HOURS OF WORK

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 Thursdays, and 9:00 a.m. to 5:00 p.m. Fridays and 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 straight-time 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 straight-time 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 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.

ARTICLE 5 - OTHER COMPENSATION

5.1 Employees who use their own car on Library business or to attend meetings as authorized representatives of the Library shall receive mileage at the rate of thirty-three cents (\$0.33) per mile retroactive to January 1, 2004 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 meeting and return to such employee's assigned Library facility. Children's Librarians will receive mileage for traveling to and from job related school activities.

5.2 The Library will pay necessary tolls, parking fee, registration fees and luncheons, 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 (\$0.21) per mile, the new rate shall be applied to Library employees.

5.3 Attendance at the NJLA meetings and compensation for same is governed by the regulations in the Library POLICIES AND PROCEDURES MANUAL.

ARTICLE 6 - EQUITABLE CLASSIFICATION AND SALARY ASSIGNMENT

6.1 No person shall be appointed or employed under any title not appropriate to the duties performed nor assigned to perform duties other than those properly pertaining to the position which he legally holds. The Library will attach copies of all job descriptions to the Agreement (Civil Service Job Description).

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 (10) 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.

ARTICLE 7 - PROMOTION POLICY

7.1 To provide incentive for advancement within the job titles as well as incentive for promotion to higher job titles, the Library shall encourage employees to take part in appropriate in-service training. Time spent in attendance of in-service training shall be considered part of the work schedule.

7.2 The Library will circulate a memo listing job vacancies as they occur, which memo shall be posted in Manalapan 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 dollars (\$25) 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 of (six percent (6%) or the minimum of the higher classification, whichever is greater.

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.

(b) In the event the Library intends to fill a bargaining unit job which is vacated by virtue of an employee's termination, the Library shall first post a notice of such available position in the same classification which was held by the terminated employee. Such notice shall be posted 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 the event one or more employees who apply for such position are qualified, in the opinion of the Library, for such classification, 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 appreciable 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.

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.

#### ARTICLE 8 - SAFETY AND HEALTH

8.1 All full-time 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.

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

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

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

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.

#### ARTICLE 9 - HOLIDAYS

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

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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

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

9.4 The Library shall have the right to designate holiday assignments. The Library will seek volunteers before making Holiday assignments. Volunteers shall be given preference in Holiday assignments to the extent that employees are qualified to perform the services needed in the branch and/or headquarters where the holiday is to be worked. To the extent that volunteers are not qualified or sufficient in number to meet the Library's Holiday requirements, Holiday assignments shall be rotated amongst all employees. In designating holiday work assignments, the Library shall, not less than once each year, prepare a seniority list of those employees who, in the opinion of the Library Director, are then qualified by job title and prior experience, to work holiday assignments. Holiday assignments shall be rotated amongst all employees qualified to work such holiday assignments, subject to the Library's right to designate not less than two (2) employees from the particular branch and/or headquarters where 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.

#### ARTICLE 10 - VACATIONS

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

10.1 (a) One (1) working day per month worked during the first calendar year of employment

(b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service, earned at one (1) day per month.

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

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

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

10.2 All professional staff covered by this Agreement employed prior to the signing date of this Agreement shall be granted a twenty (20) working day vacation annually. All professional staff employed prior to the signing of this Agreement shall be entitled to twenty-five (25) working days per year vacation after twenty (20) years of service earned at the rate of two and one-twelfth (2-1/12) 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 carry over days must be used on or before June 1st of the year in which the carry over has occurred. Carry over days which have not been used by June 1st of the year in which the carry over has occurred shall be lost. Effective January 1, 2005 all employees covered by this Agreement will comply with the Monmouth County Personnel Policy regarding vacation carry over.

10.4 Permanent part-time 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.

#### ARTICLE 11 - ADMINISTRATIVE LEAVE

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

11.1 Except in cases of emergency, request 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 employees requests for leave to celebrate religious holidays, which holidays shall be deducted from the employee's administrative leave entitlement.

#### ARTICLE 12 - BEREAVEMENT LEAVE

12.1 Employees shall be permitted time off without loss of regular pay for a period not to exceed five (5) consecutive work days to attend the funeral of the employee's spouse, child or parent. Employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive work days to attend the funeral of any other person in their immediate family. Other person in the immediate family shall be 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.

#### ARTICLE 13 - SICK LEAVE

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

13.2 Sick leave shall be granted to full-time employees on the following basis:

(1) One (1) day per month worked during the first calendar year of employment; and

(2) One and one-quarter (1-1/4) days per month worked during each year thereafter.

Sick leave will be accumulative from year to year.

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

13.4 Sick leave can be taken in hourly increments provided the employee otherwise meets all requirements for the utilization of sick leave.

13.5 Permanent part-time employees shall be eligible for sick leave on a prorated basis.

13.6 In order to monitor the usage of sick leave and/or where the Library has reason to believe that an employee has been abusing sick leave, the Library may require proof of illness such as the Director may reasonably require.

#### ARTICLE 14 - ACCUMULATED SICK LEAVE - RETIREMENT

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

14.2 The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of their retirement, provided, however, that no such supplemental compensation payment shall exceed Fifteen Thousand Dollars (\$15,000). This supplemental compensation shall be paid in a lump sum after the effective date of retirement.

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

14.4 Except as otherwise provided in this Article, sick leave is not a terminal benefit and employees who resign or are otherwise terminated from employment shall not receive compensation for unused sick leave.

#### ARTICLE 15 - HEALTH PLAN AND WORKER'S COMPENSATION

15.1 HEALTH AND PRESCRIPTION - The Library shall provide a Health Care Plan and a Prescription Plan for the benefit of bargaining unit employees through the County of Monmouth and which Plans shall be the same as the County of Monmouth Plans generally applicable to its non-bargaining unit employees. Library employees shall be subject to the applicable provisions, conditions and limitations set forth in the policies provided by the County. In the event the County implements any modified or alternate Health Care Plan or Prescription Plan generally applicable to its employees, such modifications or alterations shall be implemented at the same time and to the same extent for the bargaining unit employees. Prior to implementation, the Library shall meet and discuss such changes with the Union.

15.2 Worker's Compensation - The Library shall provide compensation benefits in accordance with law through the County of Monmouth and which benefits shall be the same as the County of Monmouth generally applies to all non-bargaining unit employees. In the event the County implements any modified or alternate method of compliance with the Worker's Compensation Law, such modified or alternate method of compliance shall be implemented at the same time and to the same extent for the bargaining unit employees. Prior to implementation, the Library shall meet and discuss such changes with the Union.

## ARTICLE 16 - LEAVES OF ABSENCE

16.1 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.

16.2 Employees who are permanent may request that earned and unused sick leave be granted during their period of disability not to exceed six (6) months as recommended by or certified by their medical practitioner.

16.3 Employees will be entitled to Leaves of Absence in accordance with and subject to the provisions of the New Jersey Family Leave Act, N.J.S.A. 34:11B-16 et seq. and The Family and Medical Leave Act, 29 U.S.C. 2601 et seq.

## ARTICLE 17 - UNION RIGHTS

17.1 Employees who are selected as delegates to attend Union conventions and conferences shall be granted an aggregate of ten (10) days leave for calendar year 2004, ten (10) leave days aggregate for calendar year 2005 and ten (10) leave days aggregate for calendar year 2006. The Union will notify the Library Director of the names of employee(s) who have been selected to attend the Union conventions and/or conferences at least two weeks prior to the employee(s) scheduled attendance.

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

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

## ARTICLE 18 - GRIEVANCE PROCEDURE

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

18.2 Procedure to be Followed - Such grievances will be handled according to the following procedure:

**STEP 1:**

Confronted with a problem, the grieving employee, with or without his steward, should consult his immediate supervisor about his complaint. The immediate supervisor shall respond within five (5) work days to the aggrieved employee. If the employee has not appealed the decision within five (5) work days, the grievance will be considered settled. Under STEP 1, the grievance need not be presented in writing and no third party will be brought into the matter.

**STEP 2:**

If the issue in dispute has not been satisfactorily resolved by the employee's consultation with his supervisor, the grieving employee then, in cooperation with his Union shop steward or Union representative, may refer his problem, in writing, to his first-line supervisor's superior.

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

**STEP 3:**

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

**STEP 4:**

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

**Step 5:**

If the grievance involves a violation of terms of this Agreement, the Union has the right to request grievance arbitration before a neutral third-party arbitrator to be jointly selected by the Library and the Union. If the parties fail to agree, then an arbitrator will be selected according to the rules and regulations of the Public Employment Relations Commission. The arbitrator's decision will be final and binding. In the event the Union does not submit the matter to arbitration within thirty (30) days from the date the Commissioners render a decision on the grievance or within thirty (30) days of

the date that the Commissioners decided not to hear the grievance, the grievance shall be deemed resolved based upon the last decision rendered.

**18.3 General Provisions** - A grievance must be initiated within five (5) workdays after the event giving rise to the grievance. This and other time limitations stated in this Agreement are of the essence. Under special circumstances, however, the parties to this Agreement, by mutual consent, may extend the time limits. At least three (3) days notice must be given in advance of the hearing.

#### **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

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

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

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

#### **ARTICLE 20 - ASSIGNMENTS - TRANSFERS - SENIORITY**

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

20.2 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.

20.3 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.

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

#### **ARTICLE 21 - EQUAL TREATMENT**

21.1 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.

21.2 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.

## ARTICLE 22 - MISCELLANEOUS

22.1 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.

22.2 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.

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

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

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

22.6 Employees shall have access to their personnel files at all times upon reasonable notice to the Library. Employees may be shown any material that is placed in their file. Employees shall have the right to file a grievance regarding any material placed in their file with which they do not agree.

## ARTICLE 23 - MANAGEMENT RIGHTS

23.1 It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all its various aspects. Among the rights retained by the Library are its rights to direct the working forces, to plan, direct and control all the operations and services of the Library, to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

## ARTICLE 24 - STRIKES AND LOCKOUTS

24.1 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 not cause any lockout.

ARTICLE 25 - SAVINGS CLAUSE

25.1 If any provisions of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 26 - TERMINATION

26.1 This Agreement shall be in effect from January 1, 2004 and shall continue in full force and effect up to and including midnight of December 31, 2006.

26.2 In the event the County of Monmouth, during the term of this Agreement, voluntarily implements either a dental 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 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 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 or optical plan; or
- (c) as a 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.

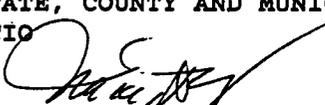
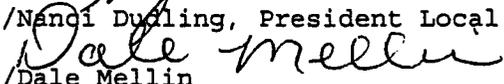
MONMOUTH COUNTY LIBRARY

By:

  
/s/ Kenneth Sheinbaum  
Director

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

By:

  
/s/ Nanci Duelling, President Local 2514  
  
/s/ Dale Mellin

APPENDIX A

(a) Effective January 1, 2004, all employees shall receive a four percent (4%) increase in their annual salary in effect on December 31, 2003, or the minimum annual salary set forth for their applicable classification, whichever is higher. (Increases will not be paid to employees who left employment between January 1, 2004 and May 14, 2004.)

(b) Effective January 1, 2004, the minimum full time annual salaries for all classifications set forth in the Agreement are as follows:

|   | <u>Minimums</u> |
|---|-----------------|
| Library Associates                                | \$29,702        |
| Librarian/Librarian Bilingual                     | \$37,658        |
| Senior Librarian/Senior Librarian Bilingual       | \$41,902        |
| Principal Librarian/Principal Librarian Bilingual | \$47,206        |
| Adult Library Page                                | \$15,912        |
| Library Assistant/Library Assistant Typing        | \$19,625        |
| Senior Library Assistant/Senior LA Typ.           | \$23,338        |
| Principal Library Assistant/Prin LA Typ           | \$27,581        |
| Supervising Library Assistant                     | \$33,946        |
| Clerk/Clerk Typist                                | \$19,625        |
| Senior Clerk/ Senior Clerk Typist                 | \$23,338        |
| Principal Clerk/Principal Clerk Typist            | \$27,581        |
| Library Exhibit Artist                            | \$23,338        |
| Senior Library Exhibit Artist                     | \$27,581        |
| Supervising Library Exhibit Artist                | \$36,067        |
| Library Clerk Driver                              | \$23,338        |

(c) Effective January 1, 2005, all employees shall receive a three and one-half percent (3-1/2%) increase, in their annual salary over their annual salary in effect on December 31, 2003, or the minimum annual salary set forth for their applicable classification, whichever is higher.

(d) Effective January 1, 2005, the minimum full time annual salaries for all classifications set forth in the Agreement will be increased by three and one-half percent (3-1/2%).

(e) The Library agrees that in the event the County of Monmouth voluntarily implements a general across-the-board wage increase to all non-bargaining County employees in an amount greater than the three and one-half percent (3-1/2%) increase provided herein effective for the period from January 1, 2005 through December 31, 2005 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 increase for the benefit of bargaining unit employees.

(f) Effective January 1, 2006 all employees shall receive a three and one-half percent (3-1/2%) increase in their annual salary over their

(f) Effective January 1, 2006 all employees shall receive a three and one-half percent (3-1/2%) increase in their annual salary over their annual salary in effect on December 31, 2005 or the minimum annual salary set forth for their applicable classification, whichever is higher.

(g) Effective January 1, 2006 the minimum full time annual salaries for all classifications set forth in the Agreement will be increased by three and one-half percent (3-1/2%).

(h) The Library agrees that in the event the County of Monmouth voluntarily implements a general across-the-board wage increase to all non-bargaining County employees in an amount greater than the three and one-half percent (3-1/2%) increase provided herein effective for the period from January 1, 2006 through December 31, 2006, 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 increase for the benefit of bargaining unit employees.

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

(j) A committee will be established to discuss adjustments to the salaries of unit classifications. The committee shall consist of the Library Director and not more than three representatives from the Union (including one AFSCME Council 73 Staff Representative) and shall meet at mutually acceptable times. Where the Library and the Union agree to adjust the salaries of a unit classification, the Agreement shall be amended to reflect such adjustments.

