

3132-1003

AGREEMENT

Between

SOMERSET COUNTY LIBRARY COMMISSION

and

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL NO. 32, AFL-CIO

January 1, 2012 - December 31, 2014

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SECTION I

ARTICLE 1

PURPOSE OF THE AGREEMENT

This Agreement contains the agreements of the Office & Professional Employees International Union, Local 32 (Supervisors) hereinafter referred to as the "Union" and the Somerset County Library Commission, hereinafter referred to as the "Commission" or "Employer", regarding wages, salaries and terms and conditions of employment that shall be binding on the parties for the term of this Agreement.

ARTICLE 2

RECOGNITION OF THE UNION

The Somerset County Library Commission recognizes the OPEIU Local 32 (Supervisors) as the sole and exclusive bargaining agent for all Librarian II, III and IV's holding Masters degrees in Library Science or Certification by the State Library of New Jersey who work seven (7) hours or more per week, excluding all employees holding confidential, managerial, executive, nonsupervisory, craft, security, Director and Assistant Director positions. Employees regularly working less than twenty-two and a half (22.5) hours per week are not eligible for any benefits or subject to any provisions under this Agreement, except where expressly indicated.

ARTICLE 3

MANAGEMENT RIGHTS

The Employer retains the exclusive right to hire, direct, and schedule the work force; to plan, direct and control operations; to discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire and layoff employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether they cause a reduction in the work force; and in all respects to carry out the ordinary and customary functions of management. All rights not specifically modified in this Agreement are retained by the Library Commission.

ARTICLE 4

DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Commission agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization shall be in accordance with the applicable statutes as presently existing or as may be amended.



## ARTICLE 5

### HOURS OF WORK

The work week will consist of 37.5 hours per week, and persons who work at least three fifths of the work week (22.5 hours per week) shall receive benefits of full-time employees, pro-rated pursuant to this Agreement. Employees regularly working less than twenty-two and a half (22.5) hours per week are not eligible for any benefits or subject to any provisions under this Agreement, except where expressly indicated.

Notwithstanding the other provisions of this Article, the Employer may offer employees the opportunity to participate in a voluntary compressed work week program, whereby scheduling will be made in two week blocks of 75 hours each for full-time employees. Within a two week block, participating full-time employees may be scheduled to work more than 37.5 hours one week and less than 37.5 hours the other week, so that the participating full-time employee's regular base schedule totals 75 hours in each two week block. Participating full-time employees' salaries will be equalized over each two week block, so they will continue to be paid as if they worked 37.5 hours each week. Employees, who work more than forty (40) hours in a work week due to his/her voluntary participation in a compressed work week schedule, shall not be eligible for overtime pay or compensatory time for hours in excess of forty (40) in a work week. Employees will not receive any extra or additional compensation if they participate in a compressed work week schedule, and participating employees will be paid for absences due to vacation, sick leave, personal leave, holidays and any other paid time off in the same manner that they would be paid if working a regular work week rather than a compressed work week.

SECTION II

ARTICLE 6

SALARIES

During each year during the term of this Agreement, salary increases will be equal to the sum of a Guaranteed Minimum Increase ("GMI") plus any merit increase based on the "Achieves" Rate. Merit increases will be calculated based on the employee's performance as indicated on his/her annual performance evaluation form for the immediately preceding calendar year.

All salary increases shall be fully retroactive to January 1<sup>st</sup> of each year and calculated as follows:

As of January 1, 2012, the Guaranteed Minimum Increase = 1.0%, except where shown below in the lowest performance category.

As of January 1, 2012, the Achieves Rate = 1.0%.

<i>The following guidelines apply to merit increases:</i>	<i>Result</i>	<i>Merit Increase</i>	<i>GMI</i>	<i>Total Increase</i>
If all ratings are Outstanding and Exceeds with no more than 3 ratings of Exceeds	Achieves Rate plus 1.0%	2.0%	1.0%	3.0%
If net of all ratings is at least Exceeds and evaluation contains at least 3 ratings of Outstanding, and no ratings of Needs Improvement and Ineffective	Achieves Rate plus .75%	1.75%	1.0%	2.75%
If net of all ratings is less than Exceeds and evaluation contains no ratings of Needs Improvement or Ineffective and at least 3 ratings of Exceeds and/or Outstanding	Achieves Rate plus .5%	1.5%	1.0%	2.5%
If net of all ratings is at least Achieves and evaluation contains no more than 1 rating of Needs Improvement, no ratings of Ineffective and at least 3 ratings of Exceeds or Outstanding.	Achieves Rate plus .25%	1.25%	1.0%	2.25%
If net of all ratings is at least Achieves	Achieves Rate*	1.0%	1.0%	2.0%

If net of all ratings is less than Achieves and evaluation contains no more than 3 ratings of Needs Improvement and no ratings of Ineffective	Achieves Rate minus .75%**	.25%	1.0%	1.25%
If net of all ratings is less than Achieves and evaluation contains no more than 3 ratings of Needs Improvement or Ineffective, of which no more than one is a rating of Ineffective	No merit increase **	0	1.0%	1.0%
If net of all ratings is less than Achieves and evaluation contains more than 3 ratings of Needs Improvement or 2 ratings of Ineffective	No increase **	0	0	0

As of January 1, 2013, the Guaranteed Minimum Increase = 1.0%, except where shown below in the lowest performance category.

As of January 1, 2013, the Achieves Rate = 1.5%.

As of January 1, 2014, the Guaranteed Minimum Increase = 1.0%, except where shown below in the lowest performance category.

As of January 1, 2014, the Achieves Rate = 1.5%.

<i>The following guidelines apply to merit increases:</i>	<i>Result</i>	<i>Merit Increase</i>	<i>GMI</i>	<i>Total Increase</i>
If all ratings are Outstanding and Exceeds with no more than 3 ratings of Exceeds	Achieves Rate plus 1.0%	2.5%	1.0%	3.5%
If net of all ratings is at least Exceeds Expectations and evaluation contains at least 3 ratings of Outstanding, and no ratings of Needs Improvement and Ineffective	Achieves Rate plus .75%	2.25%	1.0%	3.25%
If net of all ratings is less than Exceeds and evaluation contains no ratings of Needs Improvement or Ineffective and at least 3 ratings of Exceeds and/or Outstanding	Achieves Rate plus .5%	2.0%	1.0%	3.0%
If net of all ratings is at least Achieves and evaluation contains no more than 1 rating of Needs Improvement, no ratings of Ineffective and at least 3 ratings of Exceeds or Outstanding.	Achieves Rate plus .25%	1.75%	1.0%	2.75%
If net of all ratings is at least Achieves	Achieves Rate *	1.5%	1.0%	2.5%

If net of all ratings is less than Achieves and evaluation contains no more than 3 ratings of Needs Improvement and no ratings of Ineffective	Achieves Rate minus .75% **	.75%	1.0%	1.75%
If net of all ratings is less than Achieves and evaluation contains no more than 3 ratings of Needs Improvement or Ineffective, of which no more than one is a rating of Ineffective	No merit increase **	0	1.0%	1.0%
If net of all ratings is less than Achieves and evaluation contains more than 3 ratings of Needs Improvement or 2 ratings of Ineffective	No increase **	0	0	0

\* If the adjusted salary of an employee whose performance falls within this category falls below the minimum of his/her salary grade, he/she will receive an additional salary increase to bring his/her base salary up to the minimum of the grade.

\*\* If the adjusted salary of an employee whose performance falls within these categories falls below the minimum of his/her salary grade, he/she will not receive an additional salary increase to bring his/her base salary up to the minimum of the grade. It is anticipated that through improved performance and future merit and guaranteed minimum increases, the employee will achieve and exceed the minimum for the salary grade in succeeding years.

#### EXPLANATION OF MERIT INCREASE CALCULATIONS

##### Determining the Net Rating

In calculating the net rating, higher ratings will be used to offset lower ratings by raising the lower and reducing the higher rating if a rating category exists between the two ratings. Each offset moves the rating up or down one rating category at a time.

Ineffective ratings can be offset only by Achieves, Exceeds or Outstanding ratings, Needs Improvement ratings can be offset only with ratings of Exceeds or Outstanding and ratings of Achieves can be offset only with ratings of Outstanding.

Ratings of Achieves will be used to offset Ineffective ratings before using a higher rating and ratings of Exceeds will be used to offset Needs Improvement before using any Outstanding ratings.

### Applying Net Ratings To the Merit Increase Calculation

For a net rating to be "at least Achieves," each net rating after all offsets must be Achieves or higher with no net rating of less than Achieves.

For a net rating to be "at least Exceeds," each net rating after all offsets must be Exceeds or higher with no net rating of less than Exceeds.

Offsets are used only to determine a net rating. The original performance ratings are used to determine if the employee's performance satisfies the additional criteria listed in each category. For example, if an employee's ratings net to Exceeds but he/she has one rating of Needs Improvement, he/she will qualify for Achieves + .25%.

The net rating used to calculate an employee's merit increase will not alter the performance evaluation ratings on the employee's evaluation form. Merit increases are paid in addition to any Guaranteed Minimum Increase.

## ARTICLE 7

### SALARY INCREASES UPON PROMOTION TO HIGHER SALARY GRADE

Any employee who is promoted or upgraded one grade to a higher salary grade shall receive a salary increase equal to either 6% of base salary or the amount necessary to bring the employee to the minimum salary for the new grade, whichever is greater. Any employee who is promoted two grades to a higher salary grade shall receive a salary increase equal to either 9% of base salary or the amount necessary to bring the employee to the minimum salary for the new grade, whichever is greater. Any employee who is promoted three grades to a higher salary grade shall receive a salary increase equal to either 12% of base salary or the amount necessary to bring the employee to the minimum salary for the new grade, whichever is greater.

In all cases of promotions, if the increase referenced above does not bring the employee to the minimum salary of the new grade, then the employee shall receive the minimum salary for the new grade. The Union shall be notified, in writing, of all promotions or upgrades within thirty (30) days of approval by the Library Commission.

SECTION III



ARTICLE 8

HOLIDAYS

A. Employees regularly working twenty-two and a half (22.5) hour or more per week shall receive one (1) day off with pay on the paid holidays listed below when the Library shall be closed (although individual branches may be open). Paid time off on these holidays will be compensated as seven and a half (7.5) hours per day for full-time employees, and pro-rated for part-time employees, who regularly work at least twenty-two and a half (22.5) hours per week, based on the percentage of full-time hours the part-time employee is regularly scheduled to work each week.

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Washington's Birthday/Presidents' Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day (July 4)	New Year's Eve Day
Labor Day	

B. Salaried employees scheduled and working on a holiday that the Library is open will be compensated by receiving compensatory time off at the rate of time and one-half. Salaried employees scheduled and working on a holiday when all branches of the Library are closed will be compensated by receiving either compensatory time off at the rate of one and one-half (1.5) hours for each hour worked, or at the rate of one and one-half (1.5) hours of pay for each hour worked, based on each employee's preferred form of payment. Hourly employees scheduled and working on a holiday when all branches of the Library are closed will be compensated in pay at the rate of one and one-half (1.5) hour for each hour worked.

C. On holidays when some branches are open and some are closed, employees working in branches that are closed may volunteer to work in open branches. Except as to the Bridgewater branch, in branches that are open on any holiday, the Employer will schedule at least one librarian to work in the branch in which he/she regularly works based on volunteers from the branch first, and if no librarian from the branch volunteers, then from another librarian who regularly works in the branch. If more than one librarian is needed in a branch, the Employer will schedule additional librarians based on volunteers coming from that branch or any other open or closed branch. If there are insufficient volunteers from other branches to staff any open branch on a holiday, the Employer will schedule additional librarians regularly assigned to an open branch to work on the holiday. In the Bridgewater branch, the Employer will schedule at least one Bridgewater librarian for each department requiring staffing on a holiday based on volunteers from Bridgewater first, and if no librarian from Bridgewater volunteers, then from another librarian who regularly works in the Bridgewater branch. The Employer will schedule volunteers from Bridgewater and other branches to fill any other librarian positions in Bridgewater and if there are insufficient volunteers from other branches on any holiday, the Employer will schedule additional librarians from Bridgewater. Volunteer assignments will be based on seniority when the number of volunteers exceeds the number of available assignments, like the procedure for Sunday Hours, Article 23.

ARTICLE 9

VACATION

A. Full-time professional staff - 195 hours per year beginning the first full year of employment. First year employees receive a pro-rated portion of 195 hours based on their month of hire during the year. Effective January 1, 2006, after twenty-five (25) years of service, employees will receive 217.5 hours of vacation time per year. Part-time employees regularly scheduled to work twenty-two and a half (22.5) hours or more per week will receive a pro-rated portion of the 195 hours of vacation, based on the number of regularly scheduled hours (3/5 time employees receive 117 hours and 4/5 time employees receive 156 hours for each full year of employment). Eligible part-time first year employees will receive a pro-rated portion of the hours allotted to their position based on the number of the regularly scheduled hours (4/5 or 3/5 time).

Vacation accrual period is considered the calendar year. Vacations may be taken at any time during the calendar year with prior approval of the Library Director or designee. When vacation leave is not used in the year earned, up to seventy-five (75) hours may be carried over to the following calendar year with prior approval of the Library Director.

If an employee leaves employment with the Employer prior to using vacation leave in any calendar year, the employee will be paid 1/12 of such allowable vacation hours for each month employed in the year in which employment terminates. The employee shall also receive payment for any allowable accumulation of unused vacation hours carried over from the previous calendar year as approved by the Library Director.

B. Employees should submit vacation requests in writing by April 15 of the year in which the vacation is to be taken. When more than one (1) employee requests vacation at a job

location at any particular time, the Employer shall endeavor to honor all vacations requested, however, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority (as defined in Article 22 of this Agreement) shall be granted their vacation first, except that when employees request to schedule a vacation within five (5) working days preceding or following a contractual holiday, seniority will be applied on an annual rotating basis for each holiday. All vacation requests must be submitted to the employee's immediate supervisor for approval. In order to get the seniority preference, the employee should submit the request in writing by April 15. Where employees do not submit the request by April 15, requests will be granted in the order in which they are received.

ARTICLE 10

PERSONAL TIME

A. Full-time employees may request and shall be granted up to twenty-two and a half (22.5) hours of personal time per year, subject to the approval of the Employer, which will not be unreasonably denied. Employees must submit requests to use personal time on forty-eight (48) hours prior notice, except in the event of emergency, when notice must be given as soon as practical. Eligible part-time employees regularly working twenty-two and half (22.5) hours or more per week, but less than full-time, will receive the pro-rated share of up to twenty-two and a half (22.5) hours of personal time, based on the percentage of full-time hours the employee is regularly scheduled to work each week.

B. During the remainder of the calendar year in which first employed, a full-time employee shall be granted seven and a half (7.5) hours of personal time for each full four (4) months of expected employment between date of hire and December 31 of that calendar year, provided the employee commences employment on or before September 15th. During the remainder of the calendar year in which first employed, an employee hired to work twenty-two and half (22.5) hours or more per week, but less than full-time, will be granted the pro-rated share of seven and a half (7.5) hours of personal time for each full four (4) months of expected employment between date of hire and December 31 of that calendar year, based on the percentage of full-time hours the employee is regularly scheduled to work each week, provided the employee commences employment on or before September 15th. There will be no accrual of personal days from year to year.

ARTICLE 11

SICK LEAVE

A. The following sick time with pay is granted to full-time employees:

1. Seven and a half (7.5) hours for each month of service during the remainder of the calendar year in which first employed up to a maximum of seventy-five (75) hours.

2. Employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month.

3. During the remainder of the calendar year in which first employed, employees may use sick leave only as earned.

4. Employees earn 112.5 hours of sick leave per calendar year, thereafter.

B. Employees regularly working twenty-two and a half (22.5) hours or more per week but less than full-time will earn sick leave as follows:

1. Employees regularly scheduled to work four-fifths time (thirty (30) hours of work per week) shall earn ninety (90) hours of sick leave per calendar year.

2. Employees regularly scheduled to work three-fifths time (twenty-two and a half (22.5) hours of work per week) shall earn sixty-seven and a half (67.5) hours of sick leave per calendar year.

3. Employees who work less than twenty-two and a half (22.5) hours per week shall not be granted any paid sick leave.

C. Employees may use sick leave in the event of their own illness or injury or to care for a sick parent, child, spouse, domestic partner (as defined by The Domestic Partnership Act, N.J.S.A. 26:8A-1 to 10) or civil union partner (as defined in P.L. 2006, c. 103).

D. As of January 1, 2009, employees may accumulate unused sick leave for use during employment, without limitation.

E. Payment for accumulated sick leave upon PERS retirement or resignation applies only to sick time accumulated prior to January 1, 2009. The total amount of accumulated sick leave for each employee as of December 31, 2008 is his/her "2008 Sick Leave Bank". The 2008 Sick Leave Bank represents the maximum accumulation of sick leave from which an employee may be paid upon termination, subject to the limitations of this Article. All payouts of accumulated unused sick leave under this Article shall be subject to any additional limitations imposed by State law.

F. If an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more service with the Employer, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours remaining in his/her 2008 Sick Leave Bank, payable at the employee's base rate of pay as of December 31, 2008. In calculating one-third of an employee's remaining 2008 Sick Leave Bank, remainders of less than one-half hour will not be paid, and remainders of more than one-half hour will be rounded up to a whole hour. All payouts of accumulated unused sick leave under this Article shall be subject to any additional limitations imposed by State law.

G. An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in his/her 2008 Sick Leave Bank, regardless of his/her number of years of service with the Employer.

H. If an employee takes PERS retirement from the Employer, he/she shall receive payment for one-half (1/2) of his/her accumulation of unused sick leave hours remaining in

his/her 2008 Sick Leave Bank, payable at the employee's base rate of pay as of December 31, 2008, regardless of the number of years of service the employee had with the Employer. In calculating one-half of an employee's remaining 2008 Sick Leave Bank, remainders of less than one-half hour will not be paid, and remainders of more than one-half hour will be rounded up to a whole hour. All payouts of accumulated unused sick leave under this Article shall be subject to any additional limitations imposed by State law.

I. Payments under this Article will be made to the employee within thirty (30) days of termination, provided that the employee notifies the Library Administration of his/her intent to resign/retire prior to February 1 of the year the employee resigns/retires. If the employee gives notification of resignation/retirement after February 1 of the year the employee resigns/retires, the payment will be paid in January of the following year. All payouts of accumulated unused sick leave under this Article shall be subject to any additional limitations imposed by State law.

J. During employment, sick leave must be used first from the employee's sick leave accumulated on or after January 1, 2009 ("Current Accumulated Sick Leave"). If and when an employee has depleted all Current Accumulated Sick Leave, then additional sick leave used will be taken from his/her 2008 Sick Leave Bank, payable at the employee's current rate of pay at the time of usage. If an employee uses sick leave from his/her 2008 Sick Leave Bank, the accumulation of sick leave in the 2008 Sick Leave Bank will be permanently reduced by the exact amount of sick leave used. Employees who use sick leave from their 2008 Sick Leave Bank will not be permitted to replenish their 2008 Sick Leave Bank in subsequent years with sick leave accumulated after December 31, 2008.

K. The Employer shall require a doctor's verification of illness after five (5) days absence, and the Employer reserves the right to seek medical verification at any time.



ARTICLE 12

CLOSINGS OR DELAYED OPENINGS DUE TO INCLEMENT WEATHER

The Employer's current policy concerning closings or delayed openings due to inclement weather or other reasons as determined by the Employer is extended to the members of the bargaining unit.

ARTICLE 13

EXTENDED SICK LEAVE

Under certain conditions, extended sick leave may be granted to an employee due to his/her own illness or disability when an illness or disability has exhausted his/her accumulation of unused sick leave days. Extended sick leave benefits may be available for the employee's own illness or disability, for a maximum period of twenty-six (26) continuous weeks at the rate of 50% of the employee's base salary. Extended sick leave will run concurrent with medical leave under the Family and Medical Leave Act.

ARTICLE 14

FAMILY AND MEDICAL LEAVES OF ABSENCE

A. Pursuant to the provisions of the Federal Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act, eligible employees may take leave:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

2. Because of the placement of a son or daughter with the employee for adoption or foster care.

3. In order to care for the spouse, son, daughter, parent, parent-in-law, civil union partner (as defined in P.L. 2006, c. 103) or domestic partner (as defined by the Domestic Partnership Act, N.J.S.A. 26:8A, 1-10) of the employee, if such spouse, son, daughter, parent, parent-in-law, civil union partner, or domestic partner has a serious health condition.

4. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

B. To be eligible for Family and Medical Leave, an employee must have been employed by the Employer for at least one year and have worked at least 1,000 hours in the preceding twelve (12) months.

C. 1. ~~Family or medical~~ leave may be taken for up to a maximum of twelve (12) weeks in any 12-month period. Family or medical leave may be extended for a period of time in excess of twelve (12) weeks as set out in paragraph G of this Article.

2. Family or medical leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Where family leave is taken because of a birth or

placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only with approval of the Library Director. Where family leave is taken to care for a sick family member or medical leave is taken for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary.

D. 1. Employees who accrued paid leave time (sick or personal leave or vacation time) may utilize that time in accordance with the applicable benefit policy as part of a family or medical leave. If the employee has no accrued paid leave time available, the leave will be unpaid, however, qualified employees on an approved medical leave may be eligible for Extended Sick Leave benefits, as set out in Article 13 of this Agreement and in the Employer's Personnel Policies and Procedures.

2. The Commission will maintain health insurance and other benefits as if the employee was continuously employed during the leave, under the same terms that benefits were provided prior to leave, provided the employee continues to make timely payment of his/her respective portion of the monthly premium, if any. The Commission may recover the cost of premiums it paid during the leave, if the employee fails to return to work following the end of the leave.

E. 1. An employee will be restored to the position held at the time leave began, or to an equivalent position with equivalent ~~employment~~ benefits, pay, and other terms and conditions of employment, if he/she returns to work ~~within the~~ first twelve (12) weeks of commencing leave.

2. An employee will not lose any benefits as a result of taking family or medical leave, and upon return from an approved leave, the employee will be entitled to all benefits granted as if he or she had not taken a leave.

3. An employee shall not be entitled to restoration to a position if the employee would have lost the position during the leave as, for example, during a lay-off or reduction in force.

F. 1. An eligible employee may request family or medical leave by completing and submitting an Excused Absence and Leave Request to his/her Branch Director/Department Head. Leave requests will be subject to approval of the Library Director.

2. Employees shall give thirty (30) days' advance notice before the leave is to begin. If circumstances require that the leave begin in less than thirty (30) days, the employee shall give as much notice as is practicable.

G. 1. Employees who are unable to return to work at the end of twelve (12) weeks of medical or family leave may apply for an unpaid extended leave of up to ninety (90) days. Employees must request extended leave, in writing, to the Library Director prior to expiration of the prior leave, and the Library Director will respond to all requests for extended leave in writing.

2. Employees may request up to three (3) months of unpaid extended leave. Leave may be extended to up to an additional six (6) months upon the review and agreement of the Library Director and the employee.

3. The employee shall apply for reinstatement at least sixty (60) days prior to the date on which the employee desires to return to work. On his/her return, the employee should be offered a position as soon as a position becomes available. During

an extended leave, an employee may continue his/her health insurance benefits coverage at his/her own expense for the balance of the leave, provided the employee contacted the Director prior to the beginning of the extended leave, to make the proper arrangements.

H. The Employer will require employees to provide medical certification before granting family or medical leave.

I. If the leave is due to the employee's own medical condition, the Employer will require Certification that the employee is able to perform the essential functions of the position with or without reasonable accommodation, and any medical restrictions on the employee's ability to work before permitting the employee to return to work. The Certification shall be issued by the physician who primarily treated the employee during the medical leave.

J. All rights and obligations arising under this Article are subject to the requirements and provisions of applicable law, including but not limited to the Federal Family and Medical Leave Act, the New Jersey Family Leave Act, and the New Jersey Paid Family Leave Insurance law, including all applicable regulations, and this Article shall be deemed modified automatically in accordance with any amendments or modifications to the applicable law(s).

ARTICLE 15

BEREAVEMENT LEAVE

A. Members of the unit who regularly work twenty-two and a half (22.5) hours or more per week shall be entitled to receive bereavement leave of up to five (5) days off with pay in the event of the death of a spouse, civil union partner, (as defined in P.L. 2006, c. 103), domestic partner (as defined by the Domestic Partnership Act, N.J.S.A. 26:8A, 1-10), parent, child, or sibling. With the approval of the Library Director, employees may also be granted up to (5) five days bereavement leave for the death of other close family members. Eligible employees working more than twenty-two and a half (22.5) hours per week but less than full-time shall be entitled to receive bereavement leave of up to five (5) days off with pay under the same limitations as full-time employees, except that the number of hours paid for each day of bereavement leave will be prorated based on the percentage of full-time hours the employee is regularly scheduled to work each week. By way of example, if an employee is regularly scheduled to work thirty (30) hours per week, he/she would be eligible for up to five (5) days of bereavement leave paid at six (6) hours day (80% or 4/5 of full day).

B. Members of the unit who regularly work less than twenty-two and a half (22.5) hours per week, who miss scheduled day(s) of work for reasons that otherwise would qualify as bereavement under this Article, shall be entitled to work up to three (3) additional days to make up for scheduled days missed, within thirty (30) days following the first day the employee returns to work following such bereavement. Make-up days must be scheduled in consultation with the employee's supervisor(s).

C. Bereavement leave shall be separate and distinct from any other leave. All such leaves will not be taken until the immediate supervisor is notified of the instance of bereavement.

All bereavement leave must be taken within one (1) week of the death, funeral, or memorial service in lieu of a funeral, for which the leave is necessary



ARTICLE 16

INSURANCE AND FRINGE BENEFITS

A. Health Benefits Program

1. The Employer shall make a health benefits program available to full-time employees and part-time employees who were regularly scheduled to work at least twenty-two and a half (22.5) hours per week starting prior to May 31, 1998 ("Eligible Employees") and their eligible dependents. Part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week starting after May 31, 1998 ("Eligible Part-time Employees") and their dependents also are eligible to participate in the health benefits program, with their contributions based on the percentage of full time hours worked (e.g., 4/5 employee pays 20% and 3/5 employee pays 40%) plus any other amount as set out in this Article, depending on the coverage selected. For purposes of this Article, "level of dependent coverage" shall mean single, parent/child, employee/partner (husband/wife) or family coverage.

a. The Employer will offer Eligible Employees and Eligible Part-time Employees a choice of benefit plans from which to choose, including a Point of Service Insurance Program providing medical-surgical benefits and hospitalization (pre-certification for all in-patient stays), with a co-pay for services provided within the Plan's established network. The Employer will offer the choice of three (3) variations on the Point of Service Plan – the Standard POS Plan, the Enhanced POS Plan, and the In-Network Plan. The In-Network Plan is offered in lieu of an HMO plan, and provides in-network benefits comparable to or better than the Standard Plan, but with less generous out-of-network benefits.

b. The effective date of coverage eligibility shall be the first of the month after completing two (2) full calendar months of employment. Upon request, the Employer will provide the Union and any employees with a breakdown of the benefits provided under each plan.

2. Employees will contribute towards the cost of health insurance in accordance with the provisions of New Jersey law (Chapter 78, P.L. 2011, or as may be amended), which requires that all employees must contribute toward their respective health insurance costs. Each employee's contribution will be calculated for each the calendar year by applying each of the following approaches and using the one approach which yields the largest contribution, consistent with the requirements of State law:

a. One and one-half percent (1.5%) of the employee's base salary; or

b. The "Standard Contribution" as set out in a contribution schedule developed by the State, in which each employee's contribution level is listed as a percentage of the premium for the type and level of dependent coverage selected. The percentage is based on the level of dependent coverage (single, parent/child, family, etc.) selected by the employee and the employee's base salary. The Standard Contribution percentage charts are incorporated by reference into this Agreement, and subject to modification if so mandated by law; or

c. The "Local Agreement Contribution" which is the contribution formula as set out in ~~an existing~~ collective bargaining agreement or Employer policy.

3. The Standard Contribution will be phased in over a four (4) year period for employees hired prior to December 31, 2011. The Standard Contribution for

employees hired after December 31, 2011 may be less than four (4) years because, upon enrollment, these employees will start paying the Standard Contribution at the same year level then being paid by bargaining unit employees hired prior to December 31, 2011. The Standard Contribution for any employee hired or transferred into a full-time benefited position from an hourly position after December 31, 2011, also may be less than four (4) years because, upon enrollment, these employees will start paying the Standard Contribution at the same year level then being paid by bargaining unit employees hired prior to December 31, 2011, as required by State law.

4. The Local Agreement Contribution for Health Insurance Benefits shall be as follows:

Eligible Employees

a. Eligible Employees, who select single coverage under the Standard POS Plan, make no contribution because the Library Commission pays 100% of the single premium.

b. Eligible Employees, who elect dependent coverage under the Standard POS Plan, contribute 15% of the difference between the monthly premium for single coverage and the monthly premium for the level of dependent coverage selected.

c. Eligible Employees who select ~~the~~ Enhanced POS plan contribute:

i. 15% of the difference between: a) the cost of the monthly premium under the Enhanced POS Plan for the level of dependent coverage selected, and b) the cost of the monthly premium for single coverage under the Enhanced POS Plan; plus

ii. 75% of the difference between: a) the cost of the monthly premium under the Enhanced POS Plan for the level of dependent coverage selected, and b) the cost of the monthly premium for the same level of dependent coverage under the Standard POS Plan

d. Eligible Employees who select the In-Network Plan contribute:

i. 15% of the difference between: a) the cost of the monthly In-Network Plan premium for the level of dependent coverage selected, and b) the cost of the monthly In-Network Plan premium for single coverage; plus

ii. 100% of the amount, if any, that the cost of the monthly In-Network Plan premium for the level of dependent coverage selected exceeds the cost of the monthly premium under the Standard POS Plan for the same level of dependent coverage.

#### Eligible Part-time Employees

a. Eligible Part-time Employees, who select single coverage under the Standard POS Plan, contribute a percentage of the premium for single coverage, calculated based on the percentage of full-time hours the Eligible Part-time Employee is regularly scheduled to work each week.

b. Eligible Part-time Employees, who select dependent coverage under the Standard POS Plan, contribute:

i. a pro-rata portion of the monthly Standard POS Plan premium for the level of dependent coverage selected based on the percentage of full-time hours worked each week; plus

ii. 15% of the difference between the cost of the monthly premium under the Standard POS Plan for the level of dependent coverage selected and the cost of the monthly Standard POS Plan premium for single coverage.

c. Eligible Part-time Employees who select the Enhanced POS Plan contribute:

i. a pro-rata portion of the monthly Enhanced POS Plan premium for the level of dependent coverage selected, based on the percentage of full-time hours the Eligible Part-time Employee is regularly scheduled to work each week; plus

ii. 15% of the difference between the cost of the monthly premium under the Enhanced POS Plan for the level of dependent coverage selected and the cost of the monthly Enhanced POS Plan premium for single coverage; plus

iii. 75% of the difference between the cost of the monthly premium under the Enhanced POS Plan for the level of dependent coverage selected and the cost of the monthly premium for the same level of dependent coverage under the Standard POS Plan.

d. Eligible Part-time Employees who select the In-Network Plan contribute:

i. a pro-rata portion of the monthly In-Network Plan premium for the level of dependent coverage selected, based on the percentage of

full-time hours the Eligible Part-time Employee is regularly scheduled to work each week; plus

ii. 15% of the difference between the cost of the monthly In-Network Plan premium for the level of dependent coverage selected and the cost of the monthly In-Network Plan premium for single coverage; plus

iii. 100% of the amount, if any, that the cost of the monthly In-Network Plan premium for the level of dependent coverage selected exceeds the cost of the monthly premium under the Standard POS Plan for the same level of dependent coverage.

5. Contributions will be payable during each payroll period during the year, regardless of which of the plan options (Standard POS Plan, Enhanced POS Plan or In-Network Plan) an employee selects.

6. Health insurance benefits under this section will be continued for employees absent on an approved leave of absence, in the same manner as provided for current active employees. During an approved leave of absence under Article 14, employees must continue to make monthly premium contributions.

7. The Employer shall have the right to change insurance carriers, provided that the alternative coverage is substantially equivalent to the coverage provided immediately prior to the change. The Employer will notify the Union of such change prior to finalizing any change in carriers.

8. In the event the insurance carrier for any of the insurance plans offered by the Commission (Standard POS Plan, Enhanced POS Plan or In-Network Plan)

discontinues or significantly changes a benefit/covered service(s) (the "Existing Plan"), the Employer will make a good faith effort to find an alternative carrier that offers an alternative plan which includes the same benefits/covered service(s) as the Existing Plan did prior to the change, including the discontinued benefit/covered service(s). If the Employer is able to locate an alternative plan that includes the same benefits/covered services without compromising other benefits/covered services and without significantly increasing premium costs (a "Comparable Plan"), the Employer will present the Comparable Plan to the Union for its review and consent to change, which consent the Union shall not unreasonably withhold. If the Employer is able to locate a Comparable Plan, the Employer will offer to meet with the Union to discuss the available options. If the Union is unwilling to accept replacing the Existing Plan with the Comparable Plan, or if the Employer is unable to locate a Comparable Plan, then the Employer shall maintain the Existing Plan as modified by the carrier, and shall not have any further obligation to locate a Comparable Plan or to compensate employees in any way for the changes to the benefits/covered service(s) in the Existing Plan.

B. Dental Benefits

1. The Employer shall make a dental benefits program available to full-time employees and part-time employees who were regularly scheduled to work at least twenty-two and a half (22.5) hours per week starting prior to May 31, 1998 ("Eligible Employees") and their eligible dependents. Part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week starting after May 31, 1998 ("Eligible Part-time Employees") and their dependents also are eligible to enroll

in the dental program. The effective date of coverage shall be the first of the month after successful completion of ninety (90) days of employment.

2. Employees will contribute towards the cost of dental insurance in accordance with the provisions of New Jersey law (Chapter 78, P.L. 2011 or as may be amended), which requires that all employees must contribute toward their respective dental insurance costs. Each employee's contribution will be calculated for each the calendar year by applying each of the following approaches and using the one approach which yields the largest contribution:

- a. One and one-half percent (1.5%) of the employee's base salary; or
- b. The "Standard Contribution" as set out in a contribution schedule developed by the State, in which each employee's contribution level is listed as a percentage of the premium for the type and level of dependent coverage selected. The percentage is based on the level of dependent coverage (single, parent/child, family, etc.) selected by the employee and the employee's base salary. The Standard Contribution percentage charts are incorporated by reference into this Agreement, and subject to modification if so mandated by law; or
- c. The "Local Agreement Contribution," which is the contribution formula as set out in an existing collective bargaining agreement or Employer policy, includes the following:
  - i. Eligible Employees, who select single coverage under the Dental Plan, make no contribution because the Library Commission pays 100% of the single premium.



ii. Eligible Employees, who elect dependent coverage under the Dental Plan, contribute 100% of the difference between the premium for single coverage and the premium for the level of dependent coverage selected.

iii. Eligible Part-time Employees, who select single coverage under the Dental Plan, contribute a percentage of the premium for single coverage, calculated based on the percentage of full-time hours the employee is regularly scheduled to work each week.

iv. Eligible Part-time Employees, who select dependent coverage under the Dental Plan, contribute:

- a percentage of the premium for single coverage, calculated based on the percentage of full-time hours the employee is regularly scheduled to work each week; plus

- 100% of the difference between the premium for single coverage and the premium for the level of dependent coverage selected.

d. Employees, who are enrolled in the Library's health insurance program and contributing 1.5% of their salary, do not need to make an additional contribution for dental insurance because the 1.5% contribution covers both health insurance and dental ~~insurance~~. To calculate Standard Contributions, separate contribution calculations are required for health insurance and dental insurance, and the contribution for both must be totaled in order to determine the employee's required contribution under the Standard Contribution formulation.

e. The Standard Contribution will be phased in over a four (4) year period for employees hired prior to December 31, 2011. The Standard Contribution for employees hired after December 31, 2011 may be less than four (4) years because, upon enrollment, these employees will start paying the Standard Contribution at the same year level then being paid by bargaining unit employees hired prior to December 31, 2011. The Standard Contribution for any employee hired or transferred into a full-time benefited position from an hourly position after December 31, 2011, also may be less than four (4) years because, upon enrollment, these employees will start paying the Standard Contribution at the same year level then being paid by bargaining unit employees hired prior to December 31, 2011, as required by State law.

f. Dental benefits under this section will be continued for employees absent on an approved leave of absence in the same manner as current active employees. During an approved leave of absence, employees must continue to make monthly premium contributions.

C. Blood Donor Program

Employees are eligible to enroll in a voluntary Blood Donor Program which is offered in conjunction with the Somerset Medical Center Blood Bank. The ~~extent~~ of coverage is determined each year and is dependent upon employee participation. Coverage shall be available anywhere in the United States.

D. Deferred Compensation Program

Employees are eligible to participate in a Deferred Compensation Program offered by Somerset County through the National Association of Counties or an outside vendor that the

County selects. Employees contribute from salary prior to taxes. Minimum and maximum contributions are as defined by the Program and/or by applicable law. In the event Somerset County decides it no longer will offer this benefit, the Commission will work to try to find an alternative deferred compensation program.

E. Credit Union

Employees are eligible to join the County Educators Federal Credit Union, subject to continued availability by/through Somerset County. The Commission will offer employees the option of at least one (1) credit Union in addition to the Somerset County Federal Credit Union, and will work to ensure that on an ongoing basis, employees have the option to join at least one (1) credit Union.

F. Retiree Benefits Program - This program recognizes three (3) separate categories of Retirees, each of which has different rights and obligations, as set out in this Article.

1. Qualified Eligible Retirees - An employee, who retired under the New Jersey Public Employees Retirement System (PERS) on or before December 31, 2011 and had twenty-five (25) years or more service with Somerset County, the State of New Jersey and/or local municipal services, has been continuously employed on a full-time basis for a minimum of fifteen (15) years or more with the Employer immediately preceding the employee's retirement, and does not resume alternate full-time employment is a "Qualified Eligible Retiree". Qualified Eligible Retiree also shall includes an employee, who retires under PERS after December 31, 2011 and had twenty-five (25) years or more of service with Somerset County, the State of New Jersey and/or local municipal services

(including completing at least twenty (20) years of service as of June 28, 2011) and has been continuously employed on a full-time basis for a minimum of fifteen (15) years or more with the Employer immediately preceding the employee's retirement, and does not resume alternate full-time employment. If a Qualified Eligible Retiree wishes to continue health insurance coverage during retirement, the Library Commission shall pay the same percentage of the premium that it pays for comparable active employees' Standard POS Plan health insurance, throughout the Qualified Eligible Retiree's retirement. The Library Commission also shall pay the same percentage of the premium that it pays for dependents of comparable active employees' Standard POS Plan health insurance for a Qualified Eligible Retiree's spouse or civil union partner (as defined in P.L. 2006, c. 103) or domestic partner (as defined by the Domestic Partnership Act, N.J.S.A. 26:8A, 1-10). Upon the death of the Qualified Eligible Retiree, the Library Commission will continue to pay the same percentage of the Standard POS Plan health insurance premium that it pays for dependents of comparable active employees' for such coverage, for the Qualified Eligible Retiree's surviving spouse, civil union partner, or domestic partner, for the earlier of: a period of thirty-six (36) months or until the spouse, civil union partner, or domestic partner reaches age 65, remarries, or establishes a new civil union or domestic partnership, or dies.

a. Qualified Eligible Retirees, who retire on or after January 1, 2009 and are not yet Medicare-eligible, shall have the option to continue to participate in the current Standard POS Plan health insurance plan that the Library is offering to active employees, and the Library

Commission will pay the same percentage of the premium that it pays for comparable active employees' health insurance. Qualified Eligible Retirees, who retire on or after January 1, 2009 and are Medicare-eligible or become Medicare-eligible during retirement, shall have the option to participate only in the current standard health insurance plan that the Library Commission is offering for Medicare-eligible retirees. In addition to paying the same percentage of the premium that it pays for comparable active employees' Standard POS Plan health insurance, the Library Commission will reimburse the Qualified Eligible Retiree for his/her cost for the standard Medicare Part B premium.

b. Upon the retirement of a Qualified Eligible Retiree, the Library Commission will continue to pay the same percentage of the premium that it pays for comparable active employees' single dental insurance coverage, throughout the Qualified Eligible Retiree's retirement. The Library Commission's payment is for single coverage for the Qualified Eligible Retiree only. The spouse, civil union partner (as defined in P.L. 2006, c. 103) or domestic partner (as defined by the Domestic Partnership Act, N.J.S.A. 26:8A, 1-10) of a Qualified Eligible Retiree receiving paid dental coverage, may elect to participate in the Library Commission's dental insurance plan by paying to the Employer the difference between the amount the Library Commission pays towards the Qualified Eligible Retiree's single coverage and the cost of dependent coverage. Upon the death of the Qualified Eligible Retiree, the surviving

spouse, civil union partner, or domestic partner, may continue to participate in the Library Commission's dental insurance program by paying the Employer the full cost of single coverage for the earlier of: a period of thirty-six (36) months or until the spouse, civil union partner, or domestic partner reaches age 65, remarries (or establishes a new civil union or domestic partnership), or dies.

2. Eligible Retirees - If an employee takes a PERS retirement effective on or after January 1, 2012 and has twenty-five (25) years or more service with Somerset County, the State of New Jersey and/or local municipal services (but did not have at least twenty (20) years of service as of June 28, 2011), has been continuously employed on a full-time basis for a minimum of fifteen (15) years or more with the Employer immediately preceding the employee's retirement, and does not resume alternate full-time employment ("Eligible Retiree"), and wishes to continue health insurance coverage, the Library Commission shall pay the same percentage of the premium that it pays for comparable active employees' Standard POS Plan health insurance throughout the Eligible Retiree's retirement, reduced by the amount of the Eligible Retiree's "Standard Contribution" towards the cost of health insurance, in accordance with the provisions of New Jersey law (Chapter 78, P.L. 2011 or as may be amended). The Library Commission also shall pay the same percentage of the premium that it pays for dependents of comparable active employees' Standard POS Plan health insurance (reduced by the amount of the Eligible Retiree's "Standard Contribution") for an Eligible Retiree's spouse or civil union partner (as defined

in P.L. 2006, c. 103) or domestic partner (as defined by the Domestic Partnership Act, N.J.S.A. 26:8A, 1-10). Pursuant to New Jersey law (Chapter 78, P.L. 2011 or as may be amended), Eligible Retirees must make a "Standard Contribution" towards the cost of health insurance coverage, as set out in a contribution schedule developed by the State, in which each individual's contribution level is listed as a percentage of the premium for the type and level of dependent coverage selected. The percentage is based on the level of dependent coverage (single, parent/child, family, etc.) selected by the Eligible Retiree and his/her monthly retirement allowance, plus any additional amount he/she might have to contribute if the cost of the monthly health insurance premium exceeds the Library Commission's contribution. The State will deduct the Standard Contribution automatically from the Eligible Retiree's retirement allowance prior to issuing payment to the Eligible Retiree. The Standard Contribution percentage charts are incorporated by reference into this Agreement, and subject to modification if so mandated by law. Eligible Retirees must contribute the Standard Contribution plus the amount, if any, that the cost of the monthly premium for the health insurance plan and level of dependent coverage selected, exceeds the cost of the Library Commission's contribution as stated in this section.

a. Upon the death of the Eligible Retiree, insurance coverage and the ~~respective contributions~~ by the Library Commission and the Eligible Retiree will continue for the Eligible Retiree's surviving spouse, civil union partner, or domestic partner, for the earlier of: a period of thirty-six (36) months or until the spouse, civil union partner, or domestic

partner reaches age 65, remarries, or establishes a new civil union or domestic partnership, or dies, subject to the surviving spouse, civil union partner, or domestic partner timing making all contribution payments on a monthly basis.

b. Eligible Retirees, who retire on or after January 1, 2009 and are not yet Medicare-eligible, shall have the option to continue to participate in the current Standard POS Plan health insurance plan that the Library Commission is offering to active employees. Eligible Retirees, who retire on or after January 1, 2009 and are Medicare-eligible or become Medicare-eligible during retirement, shall have the option to participate only in the current standard health insurance plan that the Library Commission is offering for Medicare-eligible retirees. In addition to paying the same percentage of the premium as described above in this section (reduced by the Eligible Retiree's Standard Contribution), the Library Commission will reimburse the Eligible Retiree for his/her cost for the standard Medicare Part B premium.

3. Non-eligible Retirees - An employee who takes a PERS retirement after having worked for the Employer for a ~~minimum~~ of fifteen (15) years immediately preceding retirement, and who ~~was covered~~ by Commission's paid health and dental insurance benefits ~~immediately~~ prior to taking a PERS retirement, but does not qualify to have the Commission contribute towards the cost of his/her benefits in retirement (i.e., is not a Qualified Eligible Retiree or an Eligible Retiree as defined above) (a "Non-eligible Retiree") may continue to



participate in the Library Commission's dental and/or health insurance plan for him/herself and his/her spouse, civil union partner (as defined in P.L. 2006, c. 103) or domestic partner (as defined by the Domestic Partnership Act, N.J.S.A. 26:8A, 1-10) after retirement, by paying the Employer for the full cost of the coverage selected. Also, if a Non-eligible Retiree dies, the surviving spouse, civil union partner or domestic partner may elect to continue participating in the Library Commission's dental and/or health insurance plan by paying the Employer for the full cost of single coverage for the earlier of: a period of thirty-six (36) months or until the spouse, civil union partner, or domestic partner reaches age 65, remarries (or establishes a new civil union or domestic partnership), or dies.

a. Non-eligible Retirees, who retire on or after January 1, 2009 and are not yet Medicare-eligible, shall have the option to continue to participate in the current standard health insurance plan that the Library is offering to active employees. Non-eligible Retirees who retire on or after January 1, 2009 and are Medicare-eligible, or become Medicare-eligible during retirement, shall have the option to participate only in the current standard health insurance plan that the Library Commission is offering for Medicare-eligible retirees. In each case, the Non-eligible Retiree and his/her eligible dependents must pay the Employer for the full cost of the coverage selected, in addition to paying the cost of the Medicare Part B premium directly.

b. Information about the rates for this insurance is available from the Library Administration.

c. All retirees who are Medicare-eligible or become Medicare-eligible must enroll in Medicare within the time periods as required by law.

4. Notwithstanding the language of this section, any employee who retires from the Employer after January 1, 2003 will be subject, throughout their retirement, to any benefit changes, including cost contributions, implemented for active employees in the bargaining unit.

ARTICLE 17

TUITION REIMBURSEMENT

A. Full-time employees may request reimbursement for tuition of job related, pre-approved courses designed to improve library skills, for which the employee has received a satisfactory grade. Tuition shall be reimbursed 50% upon completion of the course, and 50% six (6) months after completion of the course, so long as the employee is still employed by the Employer.

B. Full-time employees may choose between one half day off per week or the tuition reimbursement.

C. An employee is not entitled to be reimbursed when tuition is being paid from another source such as a scholarship.

D. The maximum reimbursement per employee per year is \$1,400 so long as there is money left in the Commission's budget for tuition reimbursement.

ARTICLE 18

MAIL AND BULLETIN BOARD

The Union may use the Union bulletin board and the regular courier delivery system of interoffice mail to contact members of the unit and to post any material dealing with the proper business of the Union.

ARTICLE 19

MILEAGE ALLOWANCE

Employees required to travel for job related business are encouraged to use a Library Commission vehicle. In the event a Library Commission vehicle is not used, employees who use their own vehicle shall be reimbursed at the fixed per mile rate paid generally by Somerset County, as authorized by the County Board of Chosen Freeholders.

ARTICLE 20

JURY DUTY

Employees regularly working twenty-two and half (22.5) hours or more per week shall receive full pay for any time spent on jury duty. Therefore, on workdays when the jury is not in session or on days when the employee is excused from jury service prior to 2 P.M., it is expected that he/she will return to work for the balance of the work day. All part-time hourly employees will be paid for the hours they are regularly scheduled to work on days when they are required to report to the court house for jury duty.

SECTION IV

## ARTICLE 21

### GRIEVANCE PROCEDURE

#### Section A. General

In any organization it is almost inevitable that over a period of time difficulties and misunderstandings may arise. Since these types of situations have an adverse effect on all parties involved, it is the Commission's earnest wish that all such problems be recognized, discussed, and resolved quickly and fairly. It is desirable that complaints be solved at the lowest administrative level (preferably between an employee and his/her supervisor) on an informal basis. In the event that an informal discussion does not produce a satisfactory settlement of the complaint, the employee may file a grievance through the grievance procedure. The purpose of this procedure is to create a harmonious and cooperative relationship among employees, supervisors, department heads, and the Library Commission by assuring prompt and equitable solution of problems through an orderly process.

#### Section B.

1. The Employer has the right to discipline and discharge any employee for just cause.
2. If the Union desires to contest a discharge, the dispute shall be submitted and determined under the Grievance Procedure at Step 3.
3. The Employer shall provide written notification to the Union within 48 hours of any disciplinary suspension or discharge.



Section C. Definition of a Grievance

A grievance shall be a claim by an employee or the Union that there has been:

1. a misinterpretation or misapplication of the terms of this Agreement, which shall include decisions concerning discipline and discharge. These are subject to the grievance procedure and to binding arbitration, and shall be referred to below as "a contractual grievance";

or

2. inequitable, improper or unjust application or misinterpretation of the rules, regulations, policies, orders or decisions of the Commission or the Library Director which shall be reviewed up to and including the Commissioners and shall hereinafter be referred to as a "non-contractual grievance."

Section D. Time Limits

The time limits specified below shall be complied with unless the parties involved mutually agree to extend them. Failure of an employee to act within the specified time limits shall constitute an abandonment of the grievance. Failure of a supervisor, department head, or the Library Director to act within the specified time limits shall constitute legitimate grounds upon which an employee may proceed to the next step in the grievance procedure.

Section E. Steps of the Grievance Procedure

Step 1. The employee shall submit a formal written grievance to his/her Department Head or Branch Director within fourteen (14) calendar days of the occurrence of the matter complained of, or within fourteen (14) calendar days after he/she would have reasonably been expected to know of its occurrence. The Department Head/Branch Director shall meet with the employee to discuss the grievance and shall give his/her written decision to the employee within seven (7) calendar days of receipt of the grievance. Both the employee and the responding

manager shall provide a copy of all written grievance, decisions, and responses to the Human Resources Manager. If the employee had an informal discussion with his/her Department Head or Branch Director pursuant to Section A before filing a formal grievance, then he/she can proceed directly to Step 2, although the fourteen (14) calendar day limitation allowed in Step 1 will continue to apply. Thereafter, the employee may continue to process his/her grievance through each succeeding Step.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the employee may submit his/her written grievance to the Assistant Library Director within three working days of the Department Head/Branch Director's decision. The Assistant Library Director shall meet with the employee and his/her shop steward and Department Head or Branch Director and shall render his/her decision in writing within ten (10) working days of receipt of the grievance. Copies shall be furnished to the employee, the steward and the Department Head/Branch Director. Both the employee and responding manager shall provide a copy of all written grievances, decisions, and responses to the Human Resources Manager.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Union may submit the written grievance to the Library Director within three working days of receipt of the Assistant Library Director's decision. The Library Director shall meet with the employee, a Union representative, the Assistant Library Director and the Department Head/Branch Director and shall render his/her decision in writing within ten working days of receipt of the grievance. Copies shall be furnished to the employee, the Assistant Library Director, and the Department Head/Branch Director. Both the employee and responding manager shall provide a copy of all written grievances, decisions, and responses to the Human Resources Manager.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the Union may submit his/her written grievance to the Library Commission within three (3) working days of the Library Director's decision. The Library Commission shall render the final decision in writing within twenty (20) working days of receipt of the grievance or within ten (10) working days after the matter has been reviewed. Copies shall be furnished to the employee and to the OPEIU, Local 32 Business Manager. If the Commission's decision involves a non-contractual grievance, the decision of the Commission shall be final. Both the employee and responding manager shall provide a copy of all written grievances, decisions, and responses to the Human Resources Manager.

Step 5. Any unresolved contract grievance (as defined in Paragraph (B)(1), above) except matters involving appointment, promotion or assignment, may be appealed to arbitration by the Union within ten (10) days after receipt of the Commission's decision. The arbitrator shall be selected by agreement between the parties from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission. The decision or award of the arbitrator shall be final and binding on the Commission, the Union and the grievant or grievants, to the extent permitted by and in accordance with applicable law and this Agreement. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, ~~except~~ that he/she may not make an award which exceeds the Commission's authority, or the scope of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his/her decision

solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinions which are not essential in reaching the determination. The costs of the services of the arbitrator shall be borne equally by the Commission and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing. Both the employee and responding manager shall provide a copy of all written grievances, decisions, and responses to the Human Resources Manager.

Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding, unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

Section F. Union Representation

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent at the grievance hearings by the grievant and one (1) Union representative who are employees of the Employer throughout the grievance procedure.

ARTICLE 22

JOB VACANCIES

The Human Resources Manager shall post notices of job openings and job vacancies for a minimum of three (3) working days on the staff bulletin boards, and will provide a copy of each posting to the Shop Steward(s).

Seniority will be considered as a factor in deciding who will be awarded a job opening or job vacancy.

Seniority is defined as the length of continuous, unbroken service with the Employer for at least one (1) year. Service will be considered broken for the purpose of this Article if an employee should resign or be terminated from his/her position and not rehired by the Commission within sixty (60) days of resignation.

ARTICLE 23

SUNDAY HOURS

It is understood and agreed by and between the parties that the Library Commission may open on Sundays in one or more branch locations. In such event, Sunday assignments and compensation will be as follows:

A. Sunday schedules shall be posted no later than sixty (60) days prior to the first open Sunday listed on each schedule. Each such schedule generally will cover a 3-month period and shall include for each Sunday: names of assigned employees and assignments.

B. The Employer will designate the number of Sunday duty openings for which a librarian is appropriate, as determined by the Employer ("Designated Openings"). Each regularly scheduled public service librarian may volunteer for any such Designated Opening for which duty the employee's skills, training and current job assignment qualifies him/her, as determined by the Employer, by submitting an application (distributed by the Employer) at least ninety (90) days prior to the 1<sup>st</sup> open Sunday on each schedule. Any volunteer who fails to submit a timely application will not be scheduled on the current schedule.

C. All of the Designated Openings other than the Employer Choice Openings (as explained below) will be assigned to qualified volunteers from the bargaining unit, provided there is a sufficient number of bargaining unit volunteers. On each Sunday, there will be a number of Employer Choice Openings, which are Designated Openings to which the Employer may assign to individuals who are not members of the bargaining unit. The number of Employer Choice Openings shall be equal to the number of branches open on each Sunday on a schedule, regardless of the total number of Designated Openings. Thus, if there are Designated Openings at two (2) branches on a schedule, then two (2) of the Designated Openings on each Sunday will

be Employer Choice Openings; if one (1) branch is open, then one (1) of the Designated Openings on each Sunday on that schedule will be an Employer Choice Opening. The number of Employer Choice Openings listed in this Article does not represent the maximum number of non-bargaining unit librarians (or qualified para-professionals) that the Employer may assign to Designated Openings on each Sunday, but rather, represents the average number of non-bargaining unit members who may be assigned to Designated Openings on all Sundays on a schedule (but not across schedules).

D. The Employer shall have the sole and exclusive right to assign or hire any qualified individual (as determined by the Employer) to fill any of the Employer Choice Openings. Nothing herein shall prohibit the Employer from assigning a volunteer from the bargaining unit to an Employer Choice Opening.

E. Among the Designated Openings allocated to bargaining unit volunteers, whenever possible, the Employer will schedule at each location, at least one (1) librarian, whose regular work assignment is that location. In the event more staff members volunteer than are required, assignments shall be made in seniority order, based on qualifications and availability, beginning with the most senior staff. After all volunteers have had one such assignment, the process shall commence again beginning with the most senior staff members. This method of selection shall be used for all Designated Openings allocated to bargaining unit volunteers.

F. In the event there are insufficient numbers of bargaining unit volunteers to fill all Designated Openings, the Employer may either assign qualified non-bargaining unit staff or hire librarians from outside of the Library to maintain adequate staffing levels, which assignments shall not be considered Employer Choice Openings. All determinations of qualifications and

staffing levels shall remain within the sole and exclusive discretion of the Employer. The Employer will set the pay rates for all non-bargaining unit workers.

G. All Sunday assignments will be in addition to the regular work week and will be paid at one-and-one-half (1.5) times the employee's regular, straight time hourly rate (regardless of what work is performed on a Sunday) payable in salary. Alternatively, compensatory time may be granted in lieu of salary at the joint discretion of the Employer and the employee, calculated at the rate of one-and-one-half (1.5) hours of compensatory time for each full hour of Sunday work, or a prorated amount for any partial hours of work.



ARTICLE 24

PROFESSIONAL FEES

As of January 1, 2006, the Commission will reimburse each unit member up to \$50.00 in each calendar year towards the cost of membership in either NJLA or ALA. Employees must submit a request for reimbursement, including documentation showing that they paid their annual dues to NJLA or ALA.

## ARTICLE 25

### LAYOFFS

Should the Employer determine that a reduction in staff is necessary, the Employer will select positions for layoff based on Job Classification, department and/or branch, and job responsibilities.

#### A. Procedure

1. After indentifying which positions are designated for layoff, employees occupying those positions will be placed on the Layoff List in seniority order, with the most senior laid off employee listed first. If more than one qualified employee occupies a position designated for layoff, then the employee with the least seniority in that position will be placed on the Layoff List. The Employer will notify the Union and all employees on the Layoff List, in writing, at least thirty (30) calendar days prior to the Effective Date of Layoff.

2. The Union and the Employer agree to attempt to negotiate mutually acceptable alternatives to layoffs, including furloughs, and other negotiable options, but such negotiations shall not delay implementation of the layoffs, absent a specific agreement by both the Employer and the Union to delay.

3. If the Employer determines that any open position(s) exist(s) within the Library System, the Employer may assign the most senior qualified employee (as determined by the Employer) on the Layoff List to such position(s) in lieu of layoff.

4. An employee absent on an approved leave of absence shall be subject to all provisions of this Agreement and Library Policy in the same manner as he/she would be subject if he/she was continuously working immediately prior to the layoff.

B. Bumping

1. An employee, who receives a Notice of Layoff, may have the opportunity to bump into a position held by a less senior employee who is not subject to layoff, and for which the more senior employee is qualified (as determined by the Employer).

2. Guidelines:

All bumping rights shall be subject to the following conditions:

a. Salaried employees may only bump into other salaried positions and hourly employees may only bump into other hourly positions.

b. Employees in positions that require a Masters in Library Science degree may not bump into positions that do not require a Masters in Library Science degree.

c. Employees only may bump into positions in the same or a lower salary grade than the position the employee held immediately prior to bumping.

d. Employees may be subject to a background check prior to being approved to bump into a given position.

e. Employees who bump into a new position will be subject to a performance evaluation within the first ninety (90) days following the effective date of transfer into the new position.

f. If an employee bumps into a position that is a lower job grade than the position the employee held prior to bumping, his/her salary will be adjusted to the new grade, by calculating the percentage by which the employee's salary in the prior position exceeded the minimum for that grade (if at all), and setting the employee's new salary to equal the same percentage (not dollars) over the

minimum for the new grade. By way of example, if an employee had an annualized salary of \$36,000 and held a position in grade 12, and the minimum salary for grade 12 was \$30,000, his/her salary would be 20% over the minimum in grade 12 ( $\$36,000 - \$30,000 = \$6,000$ , which is 20% of \$30,000). If the employee bumps into a grade 11 position and the minimum salary for grade 11 is \$25,000, then the employee's salary in the new position will be \$30,000 (20% more than \$25,000) ( $\$25,000 \times 20\% = \$5,000 + \$25,000 = \$30,000$ ).

3. Bumping Procedure

a. An employee who receives a Notice of Layoff must notify the Human Resources Manager within five (5) business days following the date of the notice if he/she wishes to exercise bumping rights. If an employee does not notify the Human Resources Manager within five (5) business days, then he/she will forfeit any right to bump and will remain on the Layoff List.

b. For each employee who gives timely notice to the Human Resources Manager, the Employer will identify the position for which the employee is qualified in the same Job Classification as the position subject to layoff, and which is occupied by the least senior employee not subject to layoff. A position so identified may be at any branch within the Library System. The Employer will notify the bumping employee and the employee must accept or reject the position within three (3) business days following the date of notification. If the employee accepts the position, he/she will be transferred to the new position at a date determined by the Employer, and the bumped employee

will receive a Notice of Layoff. The bumped employee then may have bumping rights the same as if he/she originally was selected for layoff.

c. If the bumping employee declines to bump into the position identified, he/she will remain on the Layoff List and will not have any additional right to bump.

d. If the Employer determines that there is no position for which an employee seeking to bump is qualified within his/her Job Classification, then the Employer will identify a position in a different Job Classification for which the employee is qualified (as determined by the Employer) and for which the employee seeking to bump has more seniority than the employee holding that position and the same procedures discussed above will apply. In each instance of bumping, an employee will bump into the position within the Job Classification held by the employee with the least seniority.

C. Employee Status During Layoff – Benefits

Employees on Layoff Status are not eligible for any Library benefits, except as stated in this Article or as may be required by law.

1. Paid Time Off - Employees will not accrue any additional paid time off benefits (vacation, sick, personal) while on Layoff Status. An employee on Layoff Status will retain all accrued but unused vacation, sick and personal time the employee had as of the Effective Date of Layoff, for up to twelve (12) months or when the employee returns to active employment, whichever comes first.

2. Medical Benefits – The Employer will continue to provide group health and group dental insurance benefits to Employees (and eligible dependents) covered by

the Employer's group health benefits plans as of the Effective Date of Layoff, for the remainder of the calendar month in which the Effective Date of Layoff occurs, provided the employee makes his/her full regular contribution towards health and dental insurance benefits for that month. Thereafter, employees and their dependents will be eligible to continue their benefits pursuant to their rights under COBRA.

3. Life Insurance - The Employer will continue to provide group life insurance coverage for employees on Layoff Status for a period of ninety-three (93) calendar days from the Effective Date of Layoff, and thereafter, employees remaining on Layoff Status may contact the carrier if they wish to convert to an individual policy.

4. Pension - Employees' rights relative to pension benefits will be as determined by PERS.

D. Recall

1. If the Employer determines that positions shall be reactivated, or if a vacancy arises through attrition, qualified employees will be recalled from Layoff Status by Job Classification in the order they appear on the Layoff List, and may be recalled to any branch/department within the Library System, with priority given to recalling employees to the same branch/department in which the employee was working as of the Effective Date of Layoff. Before recalling an employee from Layoff Status to a specific position, the Employer may take any steps it deems necessary to confirm that the employee is qualified for such position.

2. If more than one vacant position is available in the same Job Classification, the Employer shall have the sole discretion to determine which employee

is qualified for a given position and to select the position(s) into which an employee on Layoff Status may be recalled.

3. An employee may not be recalled to a higher Job Classification than held prior to the layoff, such that the Recall would result in a promotion for that employee. In the event that the Employer determines there are no employees on the Layoff List qualified to fill a specific vacant position, the Employer may post the vacancy and employees on the Layoff List and active employees both may apply for such position, and the Employer will select the candidate it deems to be the most qualified employee for the position.

4. In the event of a recall, the Employer shall notify all affected employees by certified mail, return receipt requested, sending the notice of recall to the employees at their last known home address. Employees on Layoff Status are responsible for notifying the Human Resources Manager of any changes to their personal contact information, including home address, telephone numbers and email address. Employees shall have five (5) business days following the date of a Recall letter to respond to the Human Resources Manager and advise of their intention to return to work. A recalled employee must report for work within ten (10) business days after contacting the Human Resources Manager.

5. If an employee on Layoff Status contacts the Human Resources Manager within the five (5) business days, but declines recall to a specific position, he/she will remain on the Layoff List, and the next most-senior qualified employee on the Layoff List will be offered the position. Any employee, who is offered the opportunity for recall to a position and declines for any reason, will not be recalled to another position until all

other qualified employees on the Layoff List have been recalled and either accepted or declined a position.

6. If an employee on Layoff Status does not contact the Human Resources Manager within five (5) business days following the date of a recall letter, or does not report for work on the designated recall date, he/she shall be considered to have declined recall and shall forego any future rights to recall, and his/her employment will be terminated. Any employee who is not recalled within twelve (12) months following the Effective Date of Layoff shall forego any future rights to recall and his/her employment will be terminated.

7. Employees recalled from Layoff Status shall not be considered to have experienced a break in service and shall be granted service credit for the period of the layoff (up to twelve (12) months), for purposes of computing an employee's total length of service with the Employer. The layoff of a temporary or introductory employee shall be considered a break in service and, if recalled to active employment, the employee shall not be granted service credit for the period of layoff.

E. Definitions – The following definitions will apply to this Article:

1. Effective Date of Layoff – The last date on which an employee works prior to being placed on Layoff Status, which generally will be thirty (30) days following the date of written notice to the employee of the layoff.

2. Job Classification - The combination of an employee's job title, job grade and salaried or hourly status.

3. Layoff Status – The status of an employee during the time period between the Effective Date of Layoff and a date twelve (12) months following the Effective Date



of Layoff, during which an employee is inactive but eligible for recall to active employment. The list of all employees on Layoff Status is known as the Layoff List.

4. Qualifications – Qualifications include an individual's actual working experiences with the Employer, actual working experiences in other libraries, education and training, seniority with the Employer, past performance as evidenced by performance evaluation results, length of time in current position, technical and interpersonal skills, and other factors, all as determined by the Employer in its sole discretion. Qualifications do not include any personal attribute or consideration which is a legally impermissible basis for employment-related decisions.

5. Seniority - The length of continuous, unbroken service with the Employer for at least one (1) year.

SECTION V

ARTICLE 26

SEVERABILITY CLAUSE

If any part, clause, portion or article 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 28

DURATION OF THE AGREEMENT

This Agreement shall be effective from January 1, 2012 and shall remain in full force and effect through December 31, 2014. Negotiations on the successor contract shall commence at least ninety (90) days prior to the expiration date of this Agreement and upon written notice of one party.

OPEIU Local 32

[Signature] Sec-Treas

Date: 10/5/12

[Signature] Shop Steward

Date: 10/9/12

[Signature] Shop Steward

Date: 10/9/12

Somerset County Library Commission

[Signature]

Art Carlson, Chairperson  
Somerset County Library Commission  
Date:

[Signature]

Brian Auger, Director  
Somerset County Library Commission  
Date:

10.9.12