

AGREEMENT

Between

SOMERSET COUNTY LIBRARY COMMISSION

and

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

January 1, 2009 - December 31, 2011

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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 “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 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 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 Meets Expectations 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, 2009, the Guaranteed Minimum Increase = 1.0%, except where shown below in the lowest performance category.

As of January 1, 2009, the Meet Expectations Rate = 2.0%.

<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 Expectations with no more than 3 ratings of Exceeds Expectations	Meets Expectations Rate plus 1.0%	3.0%	1.0%	4.0%
If net of all ratings is at least Exceeds Expectations and evaluation contains at least 3 ratings of Outstanding, and no ratings of Below Expectations and Unsatisfactory	Meets Expectations Rate plus .75%	2.75%	1.0%	3.75%
If net of all ratings is less than Exceeds Expectations and evaluation contains no ratings of Below Expectations or Unsatisfactory and at least 3 ratings of Exceeds Expectations and/or Outstanding	Meets Expectations Rate plus .5%	2.50%	1.0%	3.5%
If net of all ratings is at least Meets Expectations and evaluation contains no more than 1 rating of Below Expectations, no ratings of Unsatisfactory and at least 3 ratings of Exceeds Expectations or Outstanding.	Meets Expectations Rate plus .25%	2.25%	1.0%	3.25%
If net of all ratings is at least Meets Expectations	Meets Expectations Rate *	2.0%	1.0%	3.0%
If net of all ratings is less than Meets Expectations and evaluation contains no more than 3 ratings of Below Expectations and no ratings of Unsatisfactory	Meets Expectations Rate minus .75% **	1.25%	1.0%	2.25%
If net of all ratings is less than Meets Expectations and evaluation contains no more than 3 ratings of Below Expectations or Unsatisfactory, of which no more than one is a rating of Unsatisfactory	No merit increase **	0	1.0%	1.0%

If net of all ratings is less than Meets Expectations and evaluation contains more than 3 ratings of Below Expectations or 2 ratings of Unsatisfactory	No increase **	0	0	0
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As of January 1, 2010, the Guaranteed Minimum Increase = 1.0%, except where shown below in the lowest performance category.

As of January 1, 2010, the Meet Expectations Rate = 1.0%.

As of January 1, 2011, the Guaranteed Minimum Increase = 1.0%, except where shown below in the lowest performance category.

As of January 1, 2011, the Meet Expectations 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 Expectations with no more than 3 ratings of Exceeds Expectations	Meets Expectations Rate plus 1.0%	2.0%	1.0%	3.0%
If net of all ratings is at least Exceeds Expectations and evaluation contains at least 3 ratings of Outstanding, and no ratings of Below Expectations and Unsatisfactory	Meets Expectations Rate plus .75%	1.75%	1.0%	2.75%
If net of all ratings is less than Exceeds Expectations and evaluation contains no ratings of Below Expectations or Unsatisfactory and at least 3 ratings of Exceeds Expectations and/or Outstanding	Meets Expectations Rate plus .5%	1.50%	1.0%	2.5%
If net of all ratings is at least Meets Expectations and evaluation contains no more than 1 rating of Below Expectations, no ratings of Unsatisfactory and at least 3 ratings of Exceeds Expectations or Outstanding.	Meets Expectations Rate plus .25%	1.25%	1.0%	2.25%
If net of all ratings is <u>at least</u> Meets Expectations	Meets Expectations Rate *	1.0%	1.0%	2.0%
If net of all ratings is <u>less</u> than Meets Expectations and evaluation contains no more than 3 ratings of Below Expectations and no ratings of Unsatisfactory	Meets Expectations Rate minus .75% **	.25%	1.0%	1.25%
If net of all ratings is <u>less</u> than Meets Expectations and evaluation contains no more than 3 ratings of Below Expectations or Unsatisfactory, of which no more than one is a rating of Unsatisfactory	No merit increase **	0	1.0%	1.0%
If net of all ratings is <u>less</u> than Meets Expectations and evaluation contains more than 3 ratings of Below Expectations or 2 ratings of Unsatisfactory	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.

Unsatisfactory ratings can be offset only by Meets Expectations, Exceeds Expectations or Outstanding ratings, Below Expectation ratings can be offset only with ratings of Exceeds Expectations or Outstanding and ratings of Meets Expectations can be offset only with ratings of Outstanding.

Ratings of Meets Expectations will be used to offset Unsatisfactory ratings before using a higher rating and ratings of Exceeds Expectations will be used to offset Below Expectations before using any Outstanding ratings.

### Applying Net Ratings To the Merit Increase Calculation

For a net rating to be “at least Meets Expectations,” each net rating after all offsets must be Meets Expectations or higher with no net rating of less than Meets Expectations.

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

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 Expectations but he/she has one rating of Below Expectations, he/she will qualify for Meets Expectations + .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 30 days of approval by the Library Commission.

SECTION III



ARTICLE 8

HOLIDAYS

Employees receive the following paid holidays:

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

Paid time off on holidays will be compensated as 7.5 hours per day for full-time employees.

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 that the Library is closed will be compensated by receiving either compensatory time off at the rate of time and one-half or pay at the rate of time and one-half, based on each employee's preferred form of payment. Hourly employees scheduled and working on either a holiday that the Library is open or a holiday that the Library is closed will be compensated in pay at the rate of time and one-half.

On holidays when the Bridgewater branch is open and other branches are closed, employees working in branches other than the Bridgewater branch will be eligible to volunteer to work in positions for which they are qualified. The Library will schedule at least one

Bridgewater librarian for each department requiring staffing on a holiday and will schedule additional librarians from Bridgewater if there are insufficient volunteers from other branches on any holiday. 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 - 165 hours per year beginning the first full year of employment. First year employees receive a pro-rated portion of 165 hours based on their month of hire during the year. Effective January 1, 2006, after twenty-five years of service, employees will receive 187.5 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 165 hours of vacation, based on the number of regularly scheduled hours (3/5 time employees receive 99 hours and 4/5 time employees receive 132 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 75 hours may be carried over to the following calendar year with prior approval of the Library Director.

If an employee leaves prior to using vacation leave in any calendar year, the employee will be paid 1/12th of such allowable vacation hours for each month employed in that year prior to termination. 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 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

Employees regularly working twenty-two and half (22.5) hours or more per week may request and shall be granted up to twenty-two and a half (22.5) hours of personal time per year, upon forty-eight (48) hours notice, except in the event of emergency, subject to the approval of the Library, which will not unreasonably be denied. Eligible employees working 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 number of regularly scheduled hours of work.

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 for full four months of expected employment, provided the employee was hired on or before September 15th. There will be no accrual of personal days from year to year.

ARTICLE 11

SICK LEAVE

1. The following sick time with pay is granted.
  - a. 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 75 hours.
  - b. Employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month.
  - c. During the remainder of the calendar year in which first employed, employees may use sick leave only as earned.
  - d. Employees earn 112.5 hours per year, thereafter.
  - e. Non-full-time employees who are entitled to sick leave shall be credited sick leave as follows:
    - (i) Employees who work four-fifths time shall be credited with 90 hours per year;
    - (ii) Employees who work three-fifths time shall be credited with 67.5 hours per year.
  - f. Employees who work less than twenty-two and a half (22.5) hours per week shall not be granted any paid sick time.
2. Employees may use sick leave 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).
3. As of January 1, 2009, employees may accumulate unused sick leave for use during employment, without limitation.
4. 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.

5. If an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the Library, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours remaining in their 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.

6. 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 Library.

7. If an employee takes PERS retirement from the Library, he/she shall receive payment for one-half 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 Library. 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.

8. 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.

9. 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.

10. The employer shall require a doctor's verification of illness after 5 days, 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

1. 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:
  - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
  - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
  - c. 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.
  - d. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
2. To be eligible for Family and Medical Leave, an employee must have been employed by The Library for at least one year and have worked at least 1,000 hours in the preceding 12 months.
3.
  - a. Family or medical leave may be taken for up to a maximum of 12 weeks in any 12-month period. Family or medical leave may be extended for a period of time in excess of 12 weeks as set out in paragraph 7 of this Article.

- b. 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 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.
- 4.
- a. 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 Library's Personnel Policies and Procedures.
  - b. 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.

5.
  - a. 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 12 weeks of commencing leave.
  - b. 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.
  - c. 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.
6.
  - a. 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 Director.
  - b. Employees shall give 30 days' advance notice before the leave is to begin. If circumstances require that the leave begin in less than 30 days, the employee shall give as much notice as is practicable.
7.
  - a. Employees who are unable to return to work at the end of 12 weeks of medical or family leave may apply for an unpaid extended leave of up to 90 days. Employees must request extended leave, in writing, to the Director prior to expiration of the prior leave, and the Director will respond to all requests for extended leave in writing.

- b. Employees may request up to 3 months of unpaid extended leave. Leave may be extended to up to an additional 6 months upon the review and agreement of the Director and the employee.
  - c. The employee shall apply for reinstatement at least 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.
8. The Library will require employees to provide medical certification before granting family or medical leave.
9. If the leave is due to the employee's own medical condition, the Library 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. The Certification shall be issued by the physician who primarily treated the employee during the medical leave.

## ARTICLE 15

### BEREAVEMENT LEAVE

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 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 five days bereavement leave for the death of other close family members. Eligible employees working less than full time will receive the prorated portion of bereavement leave based on the number of regularly scheduled hours of work.

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).

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.

## ARTICLE 16

### INSURANCE AND FRINGE BENEFITS

#### A. Health Benefits Program

The Employer shall make available a health benefits program to full-time 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 are eligible to participate in the health benefits program by contributing a pro-rata portion of the premium, based on the percentage of full-time hours worked. Employees who were regularly scheduled to work part-time hours as of May 31, 1998, will contribute towards the cost of the program in the same manner as provided below for full-time employees.

The Employer will offer eligible employees a choice of benefit plans from which to choose, as described below. The effective date of coverage eligibility shall be the first of the month after completing two full calendar months of employment.

1. Point of Service Insurance Program providing complete medical-surgical benefits and hospitalization (pre-certification for all in-patient stays), with a minimal co-pay for services provided within the Plan's established network. The Library will offer eligible employees the choice of two variations on the Point of Service Plan – the Standard POS Plan and the Enhanced POS Plan. Upon request, the Library will provide the Union and any employees with a breakdown of the benefits provided under each plan.

a. Full-time employees who elect the Standard POS Plan will not contribute towards the cost of single coverage, and will contribute 15% of the difference between the cost of the monthly premium for the level of dependent coverage selected (e.g., P/C, H/W, family) and the cost of the monthly premium for single coverage under



the Standard POS Plan. Full-time employees electing the Enhanced POS Plan will contribute: i) 15% of the difference between the cost of the monthly premium under the Enhanced POS Plan for the level of dependent coverage selected (e.g., P/C, couple, family), and the cost of the monthly premium for single coverage under the Enhanced POS Plan; ii) plus 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.

b. Eligible part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week and select the Standard POS Plan are eligible to participate in the health benefits program by contributing: i) a pro-rata portion of the monthly Standard POS Plan premium for the level of coverage selected (e.g., single, P/C, couple, family), based on the percentage of full-time hours worked; 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 (e.g., P/C, couple, family), and the cost of the monthly Standard POS Plan premium for single coverage.

c. Eligible part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week and select the Enhanced POS Plan are eligible to participate in the health benefits program by contributing: i) a pro-rata portion of the monthly Enhanced POS Plan insurance premium, based on the percentage of full-time hours worked; 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 (e.g., P/C, couple, family), 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.

2. Basic Health Maintenance Organization (HMO) plan(s) providing a choice of up to two different HMOs covering hospitalization, surgical and medical care and additional supplemental benefits with a nominal fee required for each visit/service, but no deductible.

a. For employees who elect to enroll in an HMO plan, the Commission will pay the same amount towards the HMO Plan premium as it would contribute for that employee towards the Standard POS Plan described in paragraph A1. Any additional cost will be paid by the employee through payroll deductions.

b. If the monthly HMO premium for the level of dependent coverage selected is less than the monthly Standard POS Plan premium for the level of dependent coverage selected, then full-time employees selecting an HMO will not contribute towards the cost of single coverage, and will contribute 15% of the difference between the cost of the monthly HMO premium for the level of dependent coverage selected (e.g., P/C, couple, family), and the cost of the monthly HMO premium for single coverage.

c. If the monthly HMO premium for the level of coverage selected (e.g., single, P/C, couple, family) is greater than the monthly Standard POS Plan premium for the same level of coverage, then full-time employees selecting an HMO will contribute: i) 15% of the difference between the cost of the monthly HMO premium for the level of dependent coverage selected (e.g., P/C, couple, family), and the cost of the monthly HMO premium for single coverage; plus ii) 100% of the difference between the

cost of the monthly HMO premium for the level of dependent coverage selected, and the cost of the monthly premium under the Standard POS Plan for the level of coverage selected.

d. If the monthly HMO premium for the level of dependent coverage selected (e.g., single, P/C, couple, family) is less than the monthly Standard POS Plan insurance premium for the level of dependent coverage selected, then eligible part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week selecting an HMO are eligible to participate in the health benefits program by contributing: i) a pro-rata portion of the monthly HMO premium for the level of coverage selected (e.g., single, P/C, couple, family) based on the percentage of full-time hours worked; and ii) 15% of the difference between the cost of the monthly HMO premium for the level of dependent coverage selected (e.g., P/C, couple, family) and the cost of the monthly HMO premium for single coverage.

e. If the monthly HMO premium for the level of dependent coverage selected (e.g., single, P/C, couple, family) is greater than the monthly Standard POS Plan insurance premium for the same level of coverage, then eligible part-time employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week selecting an HMO are eligible to participate in the health benefits program by contributing: i) a pro-rata portion of the monthly HMO premium for the level of coverage selected (e.g., single, P/C, couple, family), based on the percentage of full-time hours worked; and ii) 15% of the difference between: the cost of the monthly HMO premium for the level of dependent coverage selected (e.g., P/C, couple, family), and the cost of the monthly HMO premium for single coverage; plus iii) 100% of the difference

between the cost of the monthly HMO premium for the level of dependent coverage selected, and the cost of the monthly premium under the Standard POS Plan for the level of coverage selected.

3. 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 HMO) an employee selects.

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

5. 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.

B. Dental Plan

Employees who are regularly scheduled to work at least twenty-two and a half (22.5) hours per week, with the exception of temporary employees, are eligible to enroll in the Somerset County Dental Program. The effective date of coverage shall be the first of the month after successful completion of ninety (90) days of employment. The program is provided at no cost to full time employees. Eligible part-time employees may participate by contributing a pro-rata portion of the premium, based on the percentage of full-time hours worked. Employees who are regularly scheduled to work part-time hours as of May 31, 1998 will not be required to contribute towards the cost of the program.

Eligible dependents of eligible employees may enroll in the County Dental Program, provided the employee contributes the difference in the cost of the premium between single coverage cost and the cost of the alternative coverage selected.

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

C. Blood Donor Program

Employees are eligible to enroll in a voluntary Blood Donor Program which is offered in conjunction with the Somerset Hospital 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

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 Somerset County Federal Credit Union subject to continued availability by/from the County. In the event Somerset County decides it no longer will offer this benefit, the Commission will work to try to find an alternative credit union in which employees may participate.

F. Retiree Benefits Program

If a retiring employee has 25 years or more service with Somerset County, the State of New Jersey and/or local municipal services, and has been continuously employed for a minimum of 15 years or more with the Library immediately preceding the employee's retirement, and does not resume alternate full-time employment ("Eligible Retiree"), the Library Commission shall pay the same percentage of the premium that it pays for comparable active employees' standard health insurance, throughout the Eligible Retiree's retirement. The Library Commission also shall pay the same percentage of the premium that it pays for comparable active employees' standard health insurance 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). Upon the death of the Eligible Retiree, the Library will continue to pay the same percentage of the standard health insurance premium that it pays for comparable active employees' for such coverage, 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 age 65 or until the spouse, civil union partner, or domestic partner remarries, or establishes a new civil union or domestic partnership, or dies.

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, and the Library Commission will pay the same percentage of the premium that it pays for comparable active employees' health insurance. 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 is offering for Medicare-eligible retirees. In

addition to paying the same percentage of the premium that it pays for comparable active employees' standard health insurance, the Library Commission will reimburse the Eligible Retiree for his/her cost for the standard Medicare Part B premium.

Upon the retirement of an 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 Eligible Retiree's retirement. The Library Commission's payment is for single coverage for the 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 an Eligible Retiree receiving paid dental coverage, may elect to participate in the Library's dental insurance plan by paying to the Library the difference between the amount the Library pays towards the Eligible Retiree's single coverage and the cost of dependent coverage. Upon the death of the Eligible Retiree, the surviving spouse, civil union partner, or domestic partner, may continue to participate in the Library's dental insurance program by paying the Library the full cost of single coverage for the earlier of: a period of thirty-six (36) months or age 65 or until the spouse, civil union partner, or domestic partner remarries (or establishes a new civil union or domestic partnership), or dies.

An employee, who does not qualify as an Eligible Retiree to have the Library pay towards his/her health or dental benefits in retirement (see above), may continue to participate in the Library'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 Library for the full cost of the coverage selected. Also, if such retiree dies, the surviving spouse, civil union partner or domestic partner may elect to continue participating in the Library's dental and/or health

insurance plan by paying the Library for the full cost of single coverage for the earlier of: a period of thirty-six (36) months or age 65 or until the spouse, civil union partner, or domestic partner remarries (or establishes a new civil union or domestic partnership), or dies.

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 is offering for Medicare-eligible retirees. In each case, the Non-eligible Retiree and his/her eligible dependents must pay the Library for the full cost of the coverage selected, in addition to paying the cost of the Medicare Part B premium.

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

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

Notwithstanding the language of this section, any employee who retires from the Library 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

1. 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 months after completion of the course, so long as the employee is still employed by the Library.

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

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

4. The maximum reimbursement per employee per year is \$1,200 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 vehicle. In the event a Library 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 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 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 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 Director within three working days of receipt of the Assistant Library Director's decision. The 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 working days of the Director's decision. The Library Commission shall render the final decision in writing within 20 working days of receipt of the grievance or within 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 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 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 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 may open on Sundays in one or more branch locations. In such event, Sunday assignments and compensation will be as follows:

Sunday schedules shall be posted no later than 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.

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 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.

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 Library 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 branches on a schedule, then two of the Designated Openings on each Sunday will be

Employer Choice Openings; if one branch is open, then one 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).

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.

Among the Designated Openings allocated to bargaining unit volunteers, whenever possible, the Library will schedule at each location, at least one 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.

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.

All Sunday assignments will be in addition to the regular work week and will be paid at two 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.

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.

#### 1. Procedure

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 30 calendar days prior to the Effective Date of Layoff.

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.

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.

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.



## 2. Bumping

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).

### a. Guidelines:

All bumping rights shall be subject to the following conditions:

- (i) Salaried employees may only bump into other salaried positions and hourly employees may only bump into other hourly positions.
- (ii) 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.
- (iii) Employees only may bump into positions in the same or a lower salary grade than the position the employee held immediately prior to bumping.
- (iv) Employees may be subject to a background check prior to being approved to bump into a given position.
- (v) 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.
- (vi) 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) ( $\$25,000 \times 20\% = \$5,000 + \$25,000 = \$30,000$ ).

b. Bumping Procedure

- (i) 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.
- (ii) For each employee who gives timely notice to the Human Resources Manager, the Library 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.

- (iii) 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.
- (iv) 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.

### 3. 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.

- (a) 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.

- (b) 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.
- (c) Life Insurance - The Employer will continue to provide group life insurance coverage for employees on Layoff Status for a period of 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.
- (d) Pension – Employees’ rights relative to pension benefits will be as determined by PERS.

#### 4. Recall

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 Library may take any steps it deems necessary to confirm that the employee is qualified for such position.

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.

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.

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.

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.

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.

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.

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

- (a) 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.
- (b) Job Classification - The combination of an employee's job title, job grade and salaried or hourly status.
- (c) 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.

- (d) 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.
- (e) Seniority - The length of continuous, unbroken service with the Library for at least one 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 27

FULLY BARGAINED CLAUSE

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

ARTICLE 28

DURATION OF THE AGREEMENT

This Agreement shall be effective from January 1, 2009 and shall remain in full force and effect through December 31, 2011. 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

Somerset County Library Commission

\_\_\_\_\_  
Date:

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Evelyn Silverstein, Chairperson  
Somerset County Library Commission  
Date:

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Date:

\_\_\_\_\_  
James Hecht, Director  
Somerset County Library Commission  
Date:

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Date: