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Essex County

A G R E E M E N T

between

The Newark Public Library

Newark, New Jersey

and

The Newark Public Library Employees' Union
Local 2298, Council 52 of the American
Federation of State, County and Municipal
Employees, AFL-CIO.

1976 and 1977

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT is lawfully made and entered into this _____ day of _____, 1976, by and between the Newark Public Library, Newark, N.J., hereinafter called the "Library", and the Newark Public Library Employees' Union, Local 2298, Council 52 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union". The provisions of this Agreement shall become effective on January 1, 1976, except as otherwise expressly provided herein.

The parties to this Agreement attest that they shall abide by all its terms and provisions as set forth below. It is the intention of both the Library and the Union that this Agreement is to be construed within the framework of the policies enunciated in Chapter 303, of the Laws of 1968, N.J.S.A. 34:13A-1 et seq. and in harmony with the New Jersey Civil Service law, rules and regulations.

WHEREAS the Union has presented proof that it represents a majority of the Library's employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3; and

WHEREAS the Library and the Union have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment,

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

A. The Library recognizes the Union as the exclusive collective negotiating representative of those employees who belong to the negotiating units enumerated below, with respect to salaries, wages, hours of work and other terms and conditions of employment.

B. The Library and the Union agree that they shall not interfere with the right of any employee to join the Union, if he so desires, or to refrain from Union membership, and the Library and the Union shall not discriminate against any employee because of his membership or non-membership in the Union.

C. To achieve a proper balance between the goal of optimum library service to the community and the greatest sense of self-satisfaction on the part of the employee, nothing herein stated shall be implied to preclude or abridge the right of any individual employee to enter discussions with the Library, or the right of the Library to consider with any individual employee, any matter relating to the terms and conditions of his employment, except that as to those specific topics which constitute the proper domain of collective negotiations, and such revisions or readjustments; and such revision or readjustments shall be effected only through recourse to formal collective negotiations with the Union.

ARTICLE II
NEGOTIATING UNITS

The Negotiating Units represented by the Union shall include all employees classified under the Civil Service titles in Units 1 and 2 as listed in Appendix (A).

ARTICLE III
MANAGEMENT RIGHTS

The Library shall retain the managerial rights and power to direct the working force, except those rights which are explicitly qualified by the provisions of this Agreement.

The Library is vested with, but not restricted to, the following specific rights except as otherwise stipulated in this Agreement: the right for over-all planning, maintenance, modification, expansion or curtailment of services; the right to draw up position-classification plans subject to Civil service approval and to assign scheduled rates of salary in relation to the position-classification plan; the right to decide the staffing and scheduling needs including the time periods of performing the work assignments; the right to determine the methods, processes and means of its operations, including the right to change or introduce processes and methods for the purpose of securing efficient and economical operation of the Library; the right to establish, relocate and terminate any agency; the right to recruit, interview, appoint, assign and train its employees; the right to appoint employees on a regular, probationary, seasonal or temporary basis and provide them with work assignments; the right to supervise and direct employees in the discharge of their duties; the right to schedule, transfer, promote and demote employees for just cause; the right to implement disciplinary action, including reprimand, suspension, dismissal and other appropriate measures for just cause; the right to determine, issue, enforce, modify or nullify such rules and regulations that are deemed necessary for the best functioning of the Library and its employees.

The adverse effect on the employees in the negotiating units in the exercise of the right of management and the fulfillment of the Library's executive responsibilities as outlined above shall be subject to the grievance adjustment procedures clauses of this Agreement. Nothing herein stated shall be deemed to infringe upon an employee's right to present a grievance pursuant to the terms and provisions of this Agreement as stipulated in Article XXIII.

ARTICLE IV
PERSONNEL RULES AND REGULATIONS

Unless otherwise specified elsewhere in this Agreement, the basic rules affecting personnel, as described in the brochure entitled Guide for New Personnel: An Introduction to the Newark Public Library, and supplemented by written interpretations and revisions thereof, are incorporated by reference into this Agreement and shall remain in full force and effect.

ARTICLE V
SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service with the Library since his last date of hire except as it may be defined otherwise in other Sections of this Agreement.

Section 2. Probation Period

(a) All new permanent employees hired shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and other conditions as set forth under Article I of this Agreement.

(c) Notwithstanding the above, full time provisional and temporary employees who have completed five (5) years of service, shall receive all the benefits of this Contract.

Section 3. Seniority Lists

A list shall be furnished to the Local Union President, upon request, if a problem or grievance should arise that involves seniority. The seniority list will show the names, job titles and dates of hire of all employees concerned in the problem or grievance.

Section 4. Layoff

(a) In the event the Library plans to layoff employees for any reason, the Library shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken.

(b) When such action takes place it shall be accomplished by laying off temporary and provisional employees first in the order of inverse seniority within job classification. Should it be necessary to further reduce the work force, then permanent Civil Service employees shall be laid off in the inverse order of seniority within job classification.

(c) The Library shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are sent to the employees.

(d) Employees to be laid off will have at least forty-five (45) calendar days notice of layoff for permanent employees, two (2) weeks for others.

(e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority, in accordance with Civil Service Rules and Regulations. In the event that the Department of Civil Service does not provide the bumping rights for titles unique to the Library in time to avert a loss of pay, the Library will tentatively place the affected individual in a lower title, pursuant to seniority rights, pending final determination by the Department of Civil Service.

Section 5. Recall

(a) When the work force is increased after a layoff, employees will be recalled according to Civil Service Rules and Regulations.

(b) Notice of recall shall be sent to the employee at his last known address by certified mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee with at least two (2) years seniority, shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff.

(c) No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Section 6. Consolidation or Elimination of Jobs

(a) It is understood and agreed that the Library will notify the Union immediately, in writing, of any decisions involving a change in its facilities or operations, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations.

(b) Except as otherwise agreed to by the Union, the Library shall not take any action to effectuate or implement any such change, where such action would effect the employees covered by this Contract, for a period of at least two (2) weeks or fourteen (14) days from the date of such notice.

(c) Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to another job in the service of the

Library as determined by the Employer subject to Civil Service procedure. An employee transferred as a result of the application of this provision shall be given training to perform satisfactorily the job to which he is transferred.

Section 7. Transfers

(a) Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

Section 8. Shift Preference

Shift preference for maintenance personnel will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

ARTICLE VI

PERSONNEL FILES - EVALUATIONS

Section 1.

(a) All employees shall have access to the evaluation material in their personnel files dated from the effective date of Contract. They may examine these during working hours and upon written notification to the Personnel Director.

(b) All documents entered in this from the effective date of the Contract, which are of an evaluatory nature, shall be sequentially numbered and upon examination of said documents, each document shall be initialled by employees concerned.

(c) The signature affixed to any document on any date does not indicate in any way that the employee agrees with the contents of this file. This signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the Library and the Union. The employee shall have the right

to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in this file dating from the effective date of this Contract, either in total or in part.

Section 2.

A copy of subsequent evaluatory documents placed in the personnel file shall be given to the employee on request.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. Work Week

The standard straight time work week is thirty-seven and one half (37½) hours.

Section 2. Work Schedules

(a) Work schedules shall be changed only for sufficient reason and with reasonable notice, except for cases of emergency.

(b) Work schedules for employees taking courses will be adjusted to allow time for these courses but, in doing so, work requirements take preference.

Section 3. Saturday Work

(a) Employees who are scheduled to work on Saturdays receive compensatory time off, preferably in a single, unfragmented period of time.

(b) No full-time employee in the bargaining unit shall be required to work every Saturday, unless there is an extreme emergency or unless the employee volunteers to do so or unless the employee is expressly hired to work every Saturday and this is put in writing at the time of hire.

Section 4. Overtime and Differential

(a) Building maintenance workers shall be paid one and one half ($1\frac{1}{2}$) times their regular rate of pay in cash for all hours worked in excess of seven and one half ($7\frac{1}{2}$) hours per work day or thirty-seven and one half ($37\frac{1}{2}$) hours per week.

(b) Building maintenance workers who are scheduled to work overtime on the sixth (6th) day of a regular scheduled five (5) day work week shall be paid for the overtime at one and one half ($1\frac{1}{2}$) times their regular rate of pay. If scheduled to work overtime continuing beyond the first overtime shift at time and one half ($1\frac{1}{2}$) they shall be paid for this second overtime shift at the rate of two (2) times the regular rate.

(c) Full-time clerical and professional employees who are scheduled to work between the hours of 6 p.m. and 9 p.m. shall receive an additional ten (10) percent pay differential for the number of hours or fraction thereof actually worked between 6 p.m. and 9 p.m. Excluded from the ten (10) percent pay differential are sick leave, vacations, holidays and any other occasions when the employee does not actually work during the hours of 6 p.m. and 9 p.m.

(d) Employees who attend meetings as authorized representatives of the Library shall be compensated at the rate of fifteen (\$15.00) dollars per meeting, except that professional conferences such as those of the New Jersey Library Association and the American Library Association are not subject to such compensation, nor shall such compensation be applicable to employees in positions classified above Principal Librarian. For those eligible, compensation shall be paid only when attendance at meetings goes beyond the time of their normal working tour of duty.

Section 5. Lunch Period

(a) All employees covered by this Agreement shall have a lunch period of one (1) hour each shift unless another arrangement is mutually agreed between the employee and the Library.

(b) If, in any branch, an employee is alone in the Library when his or her lunch period is due, he or she shall receive the lunch period in accordance with paragraph (a) of this Section. In such a case, the employee will notify the Branch Department at least one (1) hour in advance and close the branch for the duration of his or her lunch period.

Section 6. Work at Employee's Option

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. If no volunteers are available, involuntary overtime shall be assigned in inverse order of seniority.

Section 7. Distribution of Overtime

(a) Overtime work shall be distributed equally to employees in the same job classification and within a department, or unit subdivision on a rotational basis beginning with the employee with the most seniority.

(b) An employee shall be permitted to use his compensatory time at the mutual convenience of the employee and the Library provided that such use is consonant with all applicable law.

Section 8. Call-In Time

(a) Full-time professional and clerical employees who are called back to work after the normal working day for emergency service, shall receive credit for having worked from the departure time from their residence until the time of their return arrival home. Such credited work time shall be considered and utilized by the employee as compensatory time off.

(b) Maintenance (janitorial) employees on call-in service shall be guaranteed at least four (4) hours' pay at their annual rate of pay pro-rated on hourly basis.

(c) Except in emergencies, an employee shall not be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter. When an employee is sent home due to an emergency and asked to return later, he will be compensated for his travel expenses, including parking fees, if any, or mileage, if applicable, and, in addition, he will receive three (\$3) dollars lunch money.

ARTICLE VIII
WORK FORCE CHANGES

Section 1. Promotion and Filling of Vacancies

Whenever a job opening occurs in Competitive Civil Service job classifications, the normal procedure for the selection of candidates from an appropriate Civil Service Eligibility List shall apply.

Section 2. Temporary Job Openings

(a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of extended illness, vacation, or leave of absence or for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.

(b) Temporary job openings in higher classifications shall be filled by Library assignment or re-assignment, and the assignment or re-assignment shall be made in terms of promotion based upon qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which

the employee may obtain experience that will enable him to qualify for future promotions.

(c) Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher, with the exception of unusual circumstance, mutually agreed upon.

Section 3. Demotions

(a) The term demotion, as used in this provision, means the re-assignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

(b) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Library that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job or who voluntarily relinquishes such job, shall not be considered as demoted.

ARTICLE IX

EQUITABLE CLASSIFICATION AND SALARY ASSIGNMENT

Employees who are assigned work of similar difficulty and responsibility, requiring similar skills and education, shall be classified in the same position title and salary scale in accordance with Civil Service Rules and Regulations. Salary increases within the assignment range shall be based on efficient and meritorious work performance as ascertained by the department head or other designated supervisor.

ARTICLE X

SALARY DIFFERENTIAL FOR PRINCIPAL LIBRARIAN
IN CHARGE OF A BRANCH AND THE ORDER DEPARTMENT

In recognition of the special responsibilities involved in the administration of a Branch Library, employees in the Principal Librarian classification shall be assigned a salary scale which is a step higher at the minimum and the maximum than that of other Principal Librarian, with the exception of the Principal Librarians in charge of the Order Department, to which position shall also be assigned the one step differential.

ARTICLE XI

NEXT-STEP SALARY INCREMENT

A. All employees on recommendation of their department heads or supervisors shall receive in 1976 a one-step salary increase at the time of their anniversary date.

B. If an employee is denied an annual salary increment, he may request the matter be taken up as a grievance.

ARTICLE XII

PROMOTION POLICY

A. To provide incentive for advancement within the job title as well as to higher job titles, the Library shall encourage employees to pursue formal courses of training or education and in-service training. For the former, flexibility in assignment of schedules in keeping with maintenance of high standards of library service shall be observed. For the latter, time spent in attendance of in-service training shall be considered part of the work schedule.

B. When a Civil Service promotion examination for a vacancy is scheduled, all staff members eligible for the examination will be notified by the Library by posting notice of the examination or personally.

ARTICLE XIII
SENIORITY PREFERMENT

When a question of seniority arises the Library will supply information, on request, to the Union Office.

When temporary coverage is required at a Library unit or agency such as a Branch Library, for evening or Saturday scheduling on an overtime basis, preference should be given to qualified employees within that unit before the Library seeks a substitute replacement elsewhere.

ARTICLE XIV
REST PERIODS

Two rest periods shall be granted to full-time employees during a regular work-shift. A ten-minute rest period in the first half-day, followed by a fifteen-minute rest period in the concluding portion of the work day, or vice versa. Part-time employees are granted a ten-minute rest period each day. Such rest periods are not to be added to the meal period. Employees shall not leave the Library premises during these rest periods.

ARTICLE XV
PAID HOLIDAYS

Section 1.

The paid holiday entitlement per year for employees, excepting temporary appointment in the job title, Junior Library Clerks, Part-time, include the following days:

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

Section 2. Holiday Hours For Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

Section 3. Holiday During Vacation Periods

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by the number of hours the employee would have worked on that day.

ARTICLE XVI
VACATION ENTITLEMENT

Section 1. Vacation Schedule

Employees shall be entitled to earned vacation allotments on satisfactory completion of three months of service. As set forth in the Guide for New Personnel,

for most clerical positions the minimum annual vacation allotment is twelve (12) days, with an increase to sixteen (16) days after five (5) years of service and to twenty (20) days after ten (10) years. For employees in professional classifications, the vacation allotment is 162 hours. Part-time employees receive a pro-rated allotment.

Section 2.

Vacation allotments shall be computed in units of hours to ensure uniformity in distribution of vacation benefits.

Section 3.

An employee who incurs an accident or illness of at least three (3) days' duration and submits a doctor's certificate attesting to the accident or illness while on vacation, may, on written request, have the time charged to his sick leave accrual. The request and doctor's certificate must be submitted within three (3) days of return from vacation.

Section 4.

Vacation allotment not fully used by the employee in one (1) calendar year, may be held over to the next calendar year on recommendation of the department head and approval of the Director or Assistant Director. However, no unused vacation allotment may be carried beyond the next year.

Section 5.

Whenever feasible, and in keeping with the Library's responsibility to serve the public, an employee's first preference for vacation time will be granted. In the event two or more employees in the same work location request the same vacation period, the employee with the greater seniority in title will be allowed the option of the first choice in vacation time.

Section 6.

Any employee who is laid off, discharged, retired, or separated from the service of the Library for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

ARTICLE XVII

RECOGNITION FOR LONG-TERM EMPLOYEES

Employees with aggregate service periods of fifteen, twenty, twenty-five, thirty, thirty-five and forty years shall be honored with a certificate or pin presented by the Director or his representative in an appropriate ceremony to be held at least once a year when there are employees entitled to such recognition.

ARTICLE XVIII

PERSONAL BUSINESS LEAVE

A. All full-time employees shall be given three (3) work days off for personal reasons. Such personal days shall not be accumulated beyond the given calendar year.

B. Request for leave must be made in writing to the supervisor at least one week in advance.

C. Part-time employees shall be granted similar leave in amount proportionate to the number of hours in the normal weekly schedule.

ARTICLE XIX

PAID RIDER J

The Library agrees that Rider J shall be included in the paid hospital and medical-surgical insurance plan provided for permanent employees if the City approves such an expansion of the plan for all City employees.

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ARTICLE XX
PAID LEAVES

Section 1. Funeral Leave

Absence not to exceed five (5) consecutive days is granted with pay in case of death in the immediate family. For purpose of definition, the immediate family includes: spouse, natural, foster or step-parent; child, brother or sister; father-in-law or mother-in-law; grandparents of both employees and spouse; or any relative residing in the employee's household.

The five-days' (5) leave, for this purpose is counted from the day on which the death had occurred.

Leave because of death of any other relative shall be granted on request and such leave may be charged to personal business, vacation, or sick leave, not to exceed three (3) work days.

Section 2. Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations which are set up by the Civil Service System during working hours.

Section 3. Military Service Leave

Any employee who is a member of a Reserve Force of the United States Army of this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days.

ARTICLE XXI
UNPAID LEAVES

Section 1. Reasonable Purpose

Leaves of absence without pay not to exceed six (6) months shall be granted to permanent employees for reasonable purpose and such leaves may be extended for an additional period if necessary. Leaves of absence shall not be unreasonably denied. Provisional employees may be eligible for leaves of absence up to a maximum of sixty (60) days.

Section 2. Maternity Leave

A pregnant employee shall have the option of working through the ninth month of her pregnancy, provided she furnishes proof from her physician in the seventh (7th), eighth(8th) and ninth (9th) month, that she is able to do so.

Maternity leave shall be granted on request to an employee for a period not to exceed six (6) months. This may be renewed, at the employee's request for a period not to exceed six (6) months.

Section 3. Education

(a) After completing three (3) years of service, any permanent employee, may, upon request, be granted a leave of absence for educational purposes leading to a library career. The period of the leave of absence shall not exceed one (1) year.

(b) One (1) year leave of absence with any requested extension ~~to be provided~~ for educational purposes shall not be provided more than once every three (3) years.

(c) Employees may also request leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

ARTICLE XXII

SICK LEAVE

Section 1. Allowance

(a) Any employee contracting or incurring any non-service connected sickness or disability or is quarantined by the Health Authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay in accordance with (b) and (c) below. In addition, employees may use accrued sick leave to attend to immediate family members who are ill and require the care or attendance of the employees.

(b) Employees shall be eligible for sick leave after ninety (90) days service with the Library. However, upon completion of the ninety (90) day probation period, an employee will receive credit for those days retroactive to his date of hire.

(c) Sick Schedule - Employees shall be allowed fifteen (15) days per year with pay. Part-time employees shall earn pro-rated sick benefits.

(d) An employee may be required by the Library to produce a doctor's certificate after five (5) consecutive days of sickness or disability.

(e) All time for which an employee is credited with sick leave shall be considered as time worked.

Section 2. Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Library.

Section 3. Application of Unused Sick Time to Terminal Leave

The Library agrees that if the bill in the New Jersey Legislature is enacted providing for payment of unused sick leave at retirement, the Library Board will adopt this practice if the City of Newark approves.

ARTICLE XXIII
GRIEVANCE PROCEDURE

Section 1. Purpose and Definition

(a) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

(b) In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

(c) Any employee shall have the right to present his grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.

(d) If the Library does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant shall proceed to the next step of the grievance procedure.

(e) If, in the judgement of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee members may process and institute such a grievance through all steps of this grievance procedure beginning with Step 2.

(f) The term "grievance" shall mean any dispute between the Library and the Union or between the Library and any employee or group of employees within the bargaining units concerning the meaning and application and the alleged violation of the expressed written provision of this collective negotiation agreement, or any inequitable application of the Library's rules, regulations, procedures and policies which have an adverse effect on an employee, group of employees or all employees within the bargaining units. The term "grievance" shall also include the discipline of an employee or group of employees.

(g) Such grievances will be handled according to the following procedure:

STEP 1: If the issue in dispute has not been satisfactorily resolved by the employee's consultation with his immediate supervisor, the grieving employee then, in cooperation with his Union Shop Steward or Union Representative, may refer his problem, in writing, to his first-line supervisor's superior officer. The response to the grievance should be forthcoming in writing within five (5) work days to the grieving employee.

STEP 2: The grievance shall be deemed satisfactorily resolved under Step 1 unless within five (5) work days after the decision in Step 1 has been rendered, the aggrieved employee submits in writing an appeal to the Library Administration addressed to the Director. The Administration shall conduct a hearing within ten (10) days after the receipt of the appeal. At this hearing the aggrieved employee will appear with such representatives as the Union

may designate. The Administration will render a written decision within fifteen (15) work days after the conclusion of the hearing.

STEP 3: The grievance shall be deemed satisfactorily resolved under Step 2 unless within five (5) work days after the decision in Step 2 has been rendered, the aggrieved employee submits in writing an appeal to the Library Board of Trustees through the Director. The Board or a Committee thereof shall conduct a hearing within fifteen (15) work days after the receipt of the appeal. At this hearing the aggrieved employee will appear with such representatives as the Union may designate. The Board will render a written decision within five (5) work days after the conclusion of the hearing.

STEP 4: If the grievance involved a presumed violation of the terms of this Agreement, the Union has the right to request grievance arbitration before a neutral third party arbitrator to be jointly selected by the Library and the Union. If the parties fail to agree, then an arbitrator will be selected according to the rules and regulations of PERC. The arbitrator's decision will be final and binding.

(h) If the grievance involves a Civil Service question, under Title XI of the New Jersey State Statutes, the matter may at the employee's or Union's option be taken to the Department of Civil Service for decision.

(i) The cost of fees and expenses for having a grievance arbitrated shall be shared equally by the Union and the Library. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

Section 2. General Provisions

(a) A grievance must be initiated within ten (10) work days after the event giving rise to the grievance or within ten (10) days of the time the employee(s) became aware of it. This and other time limitations stated in this Agreement are of the essence. Under special circumstances, however, the parties to this Agreement, by mutual consent, may extend the time limits. But, failure on the part of management to implement a decision in favor of the grievant in a reasonable time at any step will not preclude the aggrieved or the Union from proceeding to the next step despite the lapse of time limits.

(b) Nothing herein shall be construed to deny any individual employee his rights under Civil Service laws or regulations.

(c) At least three (3) work days' notice of any hearing shall be given to the employee or employees affected.

ARTICLE XXIV

DISCIPLINARY PROCEDURE

(a) In matters of discipline, the Library shall observe the following procedure with the employees involved:

1. Verbal warning.
2. Written warning.
3. Disciplinary action.

(b) In all cases of suspension and dismissal, the Library shall notify the Union of such action in no more than five (5) days. Such action would be subject to the grievance procedure for all employees who have worked at least six (6) months.

(c) It is agreed that in circumstances involving grave misconduct where prompt disciplinary action is evidently warranted Steps 1 and 2 of the grievance procedure may be omitted.

(d) Discipline shall only be imposed for just cause.

ARTICLE XXV
GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

(b) All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. Work Rules

(a) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

(b) An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 3. Protection and Security for Employees

The Library shall provide, to the extent possible, security and protection for employees during their working hours.

Section 4. Parking

The Library shall provide, wherever possible, adequate and safe parking facilities for its employees at the various work locations.

Section 5. Part-Time Employees

Part-time employees employed on a regular basis, fifteen (15) hours or more each week, but less than thirty-five (35) hours each week, shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement, but on a pro-rated basis with the exception of hospitalization and medical benefits, which shall be paid in accordance with City policy.

Section 6. Disabled Employees

The Library shall make every effort to place employees, who become partially disabled on their present jobs, on work which they are able to perform.

Section 7. Personal Damages

The Library shall replace or reimburse an employee for any damage incurred to his personal property, such as clothing and eye glasses, which was brought about as a result of defective equipment or furniture or of an employee's defense of Library property and patrons.

ARTICLE XXVI

CONTRACTING AND SUB-CONTRACTING PUBLIC WORK

During the term of this Agreement, the Library shall not contract or sub-contract any work performed by employees covered by this Agreement, that would mean the displacement of any employee covered by this Agreement. Any changes in this Article may be proposed by the Library and discussed with the Union. However, adoption of any changes in this Article must be by mutual agreement of the Library and the Union.

ARTICLE XXVII
WORKLOAD AND STAFFING

Section 1. Desk Time

There shall not be an unreasonable time assigned at the reference desk every week.

Section 2. Staffing

(a) Whenever an employee is terminated or retired, the vacancy created by his termination or retirement, shall be filled as promptly as possible.

(b) In the interests of safety and proper service, the Library agrees to maintain a staff of at least two (2) persons in every branch after 6:00 P.M. At no time will a branch remain open after 6:00 P.M. if only one (1) person is available to staff it.

ARTICLE XXVIII
TEMPORARY REASSIGNMENT

In any instance in which a work location is closed for lack of heat, water or other essential facilities, the Library may reassign the employees of the closed work location to other work locations.

ARTICLE XXIX
HEALTH AND COMFORT

Cooling devices, such as electric fans, will be installed to the extent feasible at the various work locations in order to protect the employees' health and comfort.

ARTICLE XXX
ALLOTMENT FOR WORK UNIFORMS

Permanent building maintenance workers, building service workers and clerk-drivers shall be given an initial allowance of up to sixty (\$60) dollars for purchase of appropriate work uniforms to wear while on duty. The allotment shall be renewed every three years. However, cleaning, repair and subsequent replacement of such clothing will be the personal responsibility of the employees.

It is agreed that the uniforms will be the same in color, material and design, these criteria to be mutually decided by both parties.

ARTICLE XXXI
REIMBURSEMENT FOR USE OF PERSONAL CAR

Employees using their own motor vehicles on authorized Library business shall be reimbursed at the rate of 14 cents per mile, effective as of date this contract is signed.

ARTICLE XXXII
NO STRIKE - NO LOCKOUT

The Union shall not instigate, call, engage in or advocate the direct sanction of a strike, work stoppage, mass absenteeism or other form of reprisal which will interfere with the provision of Library service to the community, during the life of this Agreement.

The commission of such actions by the Union or its members shall be deemed a violation of this Agreement. In the event of violation, the Union and/or its officers, agents and members shall be subject to the penalties provided herein.

Penalties Against Employees

Any employee who has violated the no-strike prohibition may be subject to discharge, demotion, suspension or other appropriate disciplinary measures.

Penalties Against the Union

If the Union has violated the no-strike prohibition, the Union shall be liable to the Library for reasonable damages.

In addition to the aforesaid entitlement to damages, the Library, without prejudice thereto, may invoke any other legal relief in which by law or equity it is entitled.

No Lockout

During the term of this Agreement, the Library shall not engage in any lockout.

In the event of a lockout, the Library or its agencies shall be held liable to the Union for assessment of reasonable damages in the form of financial remuneration. Payment by the Library for damages shall make up the pay loss suffered by the employees during the lockout. For any expenses incurred by the Union due to this action, the Library shall be held liable.

The terms in this Article shall not be arbitrable.

ARTICLE XXXIII

EARLIER IMPLEMENTATION OF LONGEVITY BENEFITS

The Library agrees to change the longevity benefits scheduled in accordance with any modification made by the City Government in this regard.

ARTICLE XXXIV
RETENTION OF EXISTING BENEFITS

All existing benefits not affected by this Agreement shall continue in force for the employees of the Library, as detailed in the Guide for New Personnel.

ARTICLE XXXV
UNION RIGHTS AND RESPONSIBILITIES

A. Bulletin Boards

The Library shall allow posting of Union notices at Main Library staff bulletin boards and Branch staff rooms. Copies of all such notices are also to be sent to the Library Administration.

B. Designation of Union Officers & Stewards

The Union shall provide the Library with written certification, listing names of its elective officers, Executive Committee Members, Grievance Committee Members and Stewards and any changes in such representation as such changes occur during the term of this Agreement.

C. Access to Library Administration

Union officers and representatives shall have access to the Library Administration to confer for the purpose of carrying out the terms of this Agreement. Appointments for such purpose shall be made in advance through the Director's Office.

D. Union Activity on Library Time

Union members shall refrain from Union work or Union activity on the Library's time other than that which is sanctioned by the terms of this Agreement.

E. Visitation

Representatives or members of the Union who are not employees of the Library shall be granted visitation rights to the Library for the purpose of consulting with an employee who has a grievance, investigating a grievance, and representing an employee at a grievance hearing as specified in the grievance procedure. Permission, granting such access, shall be requested in advance through the Library Administration Office.

F. Stewards

The Library acknowledges the right of the Union to select shop stewards.

The Union shall notify the Library of the work locations under the jurisdictional assignment of each shop steward.

Each shop steward will be permitted, if necessary, to spend up to two (2) hours per employee per year, for each employee in the unit under his jurisdiction, provided that the Chief Steward nor any shop steward shall spend more than a maximum of four (4) hours' working time in any one week in the investigation and presentation of grievances.

G. Time Spent on Union Business at Negotiations, Conferences and Hearings

Four (4) employees who are Union officers or their duly authorized representatives shall be permitted to take part in negotiations or conferences with the Library on Library time.

Similarly, these aforementioned Union spokesmen shall be given Library time to attend public budgetary hearings during which the Library Budget appears as an item on the agenda for discussion. Attendance at budget hearings on Library work time shall be limited to two (2) Union officers who are Library employees.

H. Leave for Attendance at Union Conventions

Employees who are officers of the Union or accredited Union delegates shall be entitled, after reasonable notice to the Library, to leave privilege with pay to attend American Federation of State, County and Municipal Employees (AFSCME) International Union Conventions, State Conventions of AFSCME Council 1, and AFSCME New Jersey Council 52 Conferences or similar meetings.

Leave with pay shall be limited to one Union employee for Council 1 and Council 52 Conferences and no more than two (2) employees for the AFSCME International and State Conventions.

I. Use of Library Meeting Room

The Union shall have the right to request the use of the Library meeting rooms in conformance with the regulations governing the use of these rooms.

ARTICLE XXXVI

DUES CHECKOFF

Payroll deductions of Union dues will be made by the Library on receipt of proper authorization in writing from individual members of the Union. The Library Comptroller shall transmit the sums so deducted to the designated Union Office authorized to receive such funds.

Authorization of dues deduction may be revoked and deductions may be terminated by giving the Library and Union written notice at least thirty (30) days before January 1 or July 1, at which times of the year dues deductions may be terminated.

The Union shall indemnify and save harmless the Library against any and all claims arising out of said check-off.

ARTICLE XXXVII
LIBRARY CARD FOR RETIRED EMPLOYEES

Employees retiring after ten years of service shall be entitled to receive a permanent library card.

DURATION OF AGREEMENT

The provisions in this Agreement shall take effect on ~~January 1, 1976~~, and shall continue in full force and effect up to and including midnight of the ~~thirty-first day of December, 1977~~ with the exception that with respect to salary revision, either party may request the entering into discussion on salary matters such request to be made to the other party in writing not earlier than ninety days prior to the thirty-first day of December, 1976, not later than sixty days prior to the aforementioned date. If such notification is made by either party to this Contract, the parties agree to enter into discussion at a mutually satisfactory time.

FOR THE NEWARK PUBLIC LIBRARY

FOR THE NEWARK PUBLIC LIBRARY
EMPLOYEES' UNION, LOCAL 2298,
AFSCME, AFL-CIO

APPENDIX (A)

UNIT 1: Those employees who exercise supervisory powers to the extent that they can effectively recommend hiring, discharge or discipline of employees:

Supervising Librarian, Art & Music
Supervising Librarian, Business
Supervising Librarian, Catalog
Supervising Librarian, Branch & Extension
Supervising Librarian, Children's & School Dept.
Supervising Librarian, New Jersey Division
Supervising Librarian, Reference (Assistant to
Chief Librarian, Reference)
Principal Librarian, Order Department
Head, Receiving & Registration Services
Supervisor of Book Stack Services
Building Maintenance Worker Foreman
Public Relations Representative

UNIT 2: Professional, Clerical, Custodial and Specialized Services, Classifications:

Professional

Principal Librarian with the exception of Principal Librarian (Order Department)

Senior Librarian (In charge of Children's Room)
Senior Librarian
Junior Librarian
Library Interne (N.C.)
Library Trainee

Clerical and Office Positions

Supervising Library Assistant
Senior Library Assistant (excepting one Senior Library Assistant assigned to Personnel Office)
Junior Library Assistant
Junior Library Clerk
Principal Clerk
Senior Clerk
Senior Clerk-Bookkeeper
Senior Clerk-Stenographer
Clerk-Stenographer
Account Clerk (Typing)
Clerk-Typist

APPENDIX A (cont'd.)

Building Operators and Maintenance

Senior Building Maintenance Workers
Building Maintenance Worker
Building Service Worker
Elevator Operator
Senior Telephone Operator
Telephone Operator
Clerk-Driver

Specialized Services

Supervisor of Security
Purchasing Agent
Library Exhibit Artist
Multigraph Machine Operator (Offset Machine Operator)
Book Repairer

Exclusions

Holders of job titles not listed above are specifically excluded from any bargaining unit. The following positions and titles, therefore, are excluded:

Director of Libraries
Assistant Director
Chief Librarian (Lending & Reference)
Chief Librarian (Branch & Extension)
Comptroller

Confidential secretarial positions assigned to the offices of the Director of Libraries, Assistant Director and Comptroller, as well as Administrative Secretaries, temporary. Included in this group are:

Two Principal Clerk-Stenographers, assigned to the Office, one Supervising Library Assistant and one Senior Library Assistant, assigned to the Administrative Office. One Senior Telephone Operator, assigned to the Director of Libraries' Office, One Principal Clerk-Bookkeeper and Two Senior Clerk Bookkeeping Machine Operators assigned to the Accounting Office.

Also excluded are Craft Union Employees', Bookbinders, Cabinet-Makers, Engineers, Painter and Printer.