

AGREEMENT

Between

Edison Township Library

And

AFSCME Local 2204-2 PROFESSIONALS

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO COUNCIL #73

JANUARY 1, 2016 - DECEMBER 31, 2018

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PREAMBLE

This agreement is entered into by and between the Edison Township Public Library, in the County of Middlesex, New Jersey, hereinafter referred to as the "Library" or the "Employer" and Local 2204-2 of the American Federation of State, County and Municipal Employees, AFL-CIO, Council #73, hereinafter called the "Union".

The Library endorses the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the Library, acting through the Library Director, to retain the right effectively to operate in a reasonable and efficient manner consistent with the paramount interest of the Library.

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

ARTICLE 1:
RECOGNITION

- 1) The Library recognizes the Union as the sole exclusive collective bargaining agent under N.J.S.A. 34:13A-5.3 with regard to rates of pay, hours of work and other conditions of employment for an appropriate bargaining unit consisting of the permanent part-time and full-time employees as set forth below:
 - a) Included: All regularly employed, non-supervisory, professional white-collar employees of the Edison Township Library including, but not limited to: Librarian, Supervising Librarian, Bookmobile Librarian, Senior Librarian, Principal Librarian, IT/Reference Librarian, System Coordinator for Children's Services.
 - b) Excluded: Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, non professional employees, police, casual employees, the Library Director, Assistant Director, Branch Head and all other employees employed by the Township of Edison Public Library.

- 2) Whenever new classifications or changes in classifications are contemplated for positions within the bargaining unit, the Library shall notify the Union and upon request shall negotiate with the Union concerning terms and conditions of employment, including salaries for any such new or changed classifications. In the event the Employer and the Union are unable to agree as to additions or deletions of classifications to the unit, the issue shall be submitted to the Public Employment Relations Commission for determination as provided for by law.

- 3) The title "Union/Employer" shall be defined to include the plural and singular, and to include males as well as females, as well as all employees identified in the recognition clause, whether full dues-paying members of the Union or not.

ARTICLE 2:
DUES CHECK OFF

- 1) The Library authorizes the Town Treasurer to deduct dues for the Union from the salaries of its employees subject to this Agreement who authorize it in advance in writing. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.
- 2) The Union shall provide all necessary dues check-off authorization forms and secure the signatures of its members on said forms before delivering the signed forms to the Library Director, as provided by N.J.S.A. 52:14-15(e) as amended.
- 3) If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Library written notice at least thirty (30) days prior to the effective date of such change.
- 4) The Union shall indemnify, defend and save the Library and / or Town harmless against any and all claims, judgments, demands, suits, orders or other forms of liability that may arise out of or by reason of action taken or not taken by the Library and / or Town as a result of such salary deductions for Union dues.
- 5) Any employee in the bargaining unit on effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Union who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

- 6) The Union shall notify the Library of the representation fee on a yearly basis. The representation fee shall be the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Library. In the event Federal or State law rules this or similar clauses to be invalid, the Board of Trustees is held harmless from complying with this Article.

ARTICLE 3:
MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Library Board to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities. The Library shall retain the prerogatives and authority, which the Library Board has not officially abridged, delegated, or modified in the Agreement.

ARTICLE 4:
PROBATION

- 1) All newly hired employees in the classified service shall be subject to a working test (probationary) period of six (6) months:
- 2) The purpose of said trial period is to enable the Library to evaluate the employee's work performance, suitability for the position, and conduct in order to determine whether the employee merits permanent employment status.

- 3) If, at any time during or at the end of the working test period, the conduct and / or performance of the employee is determined by the Library to be unsatisfactory, the Library may terminate the employee.

ARTICLE 5:
NO STRIKE PLEDGE

During the term of this Agreement, the Union agrees there will be no work slow down, work stoppage, walkout strike or job action of any kind and the Library agrees it will not cause any lockouts.

ARTICLE 6:
NON-DISCRIMINATION

- 1) There shall be no discrimination by the Library or the Union against any employee on account of race, color, religion, age, gender, sexual orientation, marital status, national origin, political affiliation or any other protected category of employee under state or federal law.
- 2) There shall be no discrimination, interference, restraint or coercion by the Library or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employee on behalf of the Union.
- 3) There shall be no discrimination, interference or restraint or coercion by the Union or its representatives because of an employee's non-membership in the Union.

ARTICLE 7:
WORK SCHEDULE

- 1) The normal full-time workweek for full-time employees shall consist of thirty-two and one half hours (32.5) for employees hired before May 1, 2009. Employees hired after May 1, 2009, shall work a thirty-five (35) hour workweek.
- 2) The employer agrees that employees shall normally work between the hours of 9:30am and 9:00pm, Monday through Thursday and 9:30am and 5pm Friday through Saturday.
- 3) The Library agrees to provide the Union with a complete weekly work schedule for all members of this bargaining unit upon written request by the union.
- 4) The employer shall provide employees with a minimum of two-week's notice before changing an employee's permanent weekly work schedule. Management retains the right to change the employees work schedule on a temporary basis without notification to cover vacancies, absentees, and or any emergent situation as determined by management. An employee may agree to change his or her work schedule with less than two-week's notice if the employee provides a written letter of consent to management.
- 5) Employee may request to have their permanent weekly work schedule changed by submitting a request in writing to their immediate supervisor at least five (5) working days in advance of the requested date of change. All requests shall be at the discretion of Management. Schedule changes with less than five (5) working days notice shall be at the discretion of the Library Director.
- 6) When an employee utilizes sick time, vacation time, personal time, holiday time, job injury time, comp time, or other non-work time, those hours the employee is off from work shall not be counted as "hours worked" for the computation of overtime.

- 7) Employees working on Sunday or any of the Holiday's listed elsewhere in this contract, shall be paid at one and one half (1 1/2) their normal rate of pay for all hours worked.
- 8) Overtime opportunities shall be distributed as evenly as possible within job classifications or titles. When the Library is closed for the entire day due to emergencies / inclement weather, Employees are paid for the day as if they were at work
- 9) When the Library closes during the day due to emergencies / inclement weather, employees receive their pay for the whole day.
- 10) When employees elect to stay home during emergencies / inclement weather, they will be charged with a vacation or personal day.
- 11) Employees who are scheduled off on a vacation day or personal day on a day the Library is closed due to uncontrollable circumstances shall not be charged for the use of a vacation or personal day.
- 12) Comp Time: Employees who work beyond their normally scheduled thirty-two and one half (32.5) hours or Thirty-five (35) hour, but less than forty (40) hours in a workweek, may earn comp time on an hour per hour basis. Comp time must be used within the two-week period in which it was earned, unless otherwise approved by the Library Director or Assistant Director.

ARTICLE 8:
PERFORMANCE REVIEWS

- 1) Performance reviews shall not be used to exempt, deny, or prevent employees from receiving negotiated wage increases or benefits as listed in this agreement.
- 2) Employees shall meet with their supervisors and discuss the employee's performance review. After the employee and the supervisor discuss the employee's performance review, the employee shall

sign the review. By signing the review the employee is *only* acknowledging that he/she received the review, *and not* that the employee agrees or disagrees with the performance review.

- 3) Employees shall be allowed to review any and all performance reviews that are placed within the employee's personnel file.
- 4) Employees shall have the option to write a response to their performance review and have their response attached directly to the review before it is placed in an employees personnel file.
- 5) If an employee believes his/her evaluation is inaccurate, the employee may submit a written request to his/her immediate supervisor within five (5) working days to meet and further discuss the performance review. Upon the conclusion of the meeting, the supervisor may attach an amendment to the employees review and the employee may attach a response to that amendment.
- 6) The library may use performance reviews as a reference to improve employees work productivity, patron interaction, or work behavior.

ARTICLE 9:

LUNCH PERIODS AND REST PERIODS

- 1) Library employees scheduled to work more than six (6) hours in a single workday shall be entitled to an unpaid meal period of not more than one (1) hour for each full day of work.
- 2) Employees shall not use their unpaid lunch period at the beginning or end of their workday without permission from the Library Director.
- 3) Employees shall be entitled to a paid fifteen (15) minute break during each three (3) consecutive hours worked. Employees working six (6) hours or more per day shall be entitled to two (2) paid

fifteen (15) break periods during each workday. The scheduling of break periods shall be with the approval of the employee's immediate supervisor.

- 4) Employees working a six (6) hour workday on Saturday shall be allowed to combine their two paid fifteen (15) minute breaks into one paid thirty (30) minute lunch. Scheduling of the employees' thirty (30) minute lunch shall be at the discretion of Management.
- 5) Break periods shall not be used for employees to arrive late or leave early from work.

ARTICLE 10:

SAFETY

- 1) The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 2) Any employee noticing an unsafe or dangerous condition shall notify his/her immediate supervisor of the situation. The supervisor shall then contact the appropriate person or party to correct the situation.

ARTICLE 11:

GRIEVANCE PROCEDURE

- 1) DEFINITION - A grievance is a dispute, which may arise between the parties over the application, meaning, or interpretation of the Agreement.
- 2) The object of the grievance process will be to settle disagreements at the lowest possible level.

-PROCEDURE - Such grievance shall be handled according to the following procedure:

STEP 1 - Within ten (10) working days of the date of occurrence of the grievance or within ten (10) working days of the date the employee(s) should have reasonably known of the grievance, the employee(s), either directly or with the assistance of the Union Steward, shall present the written grievance to the employee(s) immediate supervisor. Failure to act within this time period shall constitute an abandonment of the grievance. Within ten (10) working days after the presentation of the grievance, the immediate supervisor shall render a written decision to the employee(s) and the Steward.

STEP 2 - Within ten (10) working days of the receipt of the written decision from the immediate supervisor, the aggrieved employee(s) may present the grievance to the branch head.

The branch head shall review the grievance, meet with the aggrieved employee(s) if necessary, and respond to the grievance in writing within ten (10) working days.

STEP 3 - Within ten (10) working days of the receipt of the written decision from the Branch Head the aggrieved employee(s) may present the grievance to the Library Director.

The Library Director shall review the grievance, meet with the aggrieved employee(s) if necessary, and respond to the grievance in writing within twenty (20) working days.

STEP 4 - ARBITRATION - If the grievance is still unresolved, the Union may, within fifteen (15) days after the reply of the Library Director is due, by written notice to the Library Board, proceed to arbitration.

3) Any grievance not processed to the next STEP in accordance with the timeframe as outlined in the GRIEVANCE PROCEDURE above, shall be deemed abandoned by the moving party. Failure by Management to respond to a grievance within the timeframe as listed above, shall be construed as a denial of the grievance, and the union may proceed to the next step.

- 4) The arbitration proceeding shall be in accordance with the Public Employment Relations Commission guidelines.
- 5) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Library and the Union.
- 6) The arbitrator shall not have the power to add to, delete from, or modify this Agreement in any manner.

ARTICLE 12:
SENIORITY

- 1) The term seniority shall mean accumulated length of service; both full-time and part-time, within the Edison Township Library system, computed from the employee's initial date of employment and shall be uniformly applied to all employees.
- 2) Authorized leaves of absence shall be considered part of continuous service.
- 3) The Library shall provide the Union with a seniority list within thirty (30) days of the signing of this contract and shall periodically provide the union with an updated seniority list as may be necessary.
- 4) Seniority shall be used in determining vacation schedules and layoff rights.
- 5) If two or more employees have been employed in the library system for the same amount of time, including both part-time and full-time, then the employee with the longest full-time employment shall have seniority.

ARTICLE 13:
JOB POSTING

- 1) The Library shall endeavor to promote from within the employee ranks for all promotional job opportunities.
- 2) All job vacancies and opportunities within the library system shall be posted on the Library All-Employee bulletin boards and provided to the Union President when posted.
- 3) The Union shall be notified in writing of all promotional job opportunities before the job opportunities are advertised to the general public.
- 4) The posting shall include a description of the job, the salary, the hours per week, and the hours to be worked; required qualifications, and the location of the vacancy. The posting shall also contain the procedures to be followed by any employees interested in applying for the job vacancy or opportunity.
- 5) Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications.

ARTICLE 14:
BEREAVEMENT LEAVE

- 1) All full-time permanent employees covered by this Agreement shall be entitled to four (4) scheduled working days leave with pay for the death of a husband, wife, civil union partner, mother, father, brother, sister, son, daughter, son-in-law, daughter-in-law, grandparent, grandchild, and all step relatives of a similar degree. This shall also include brothers, sisters, parents and grandparents of the employee's spouse or civil union partner.

- 2) Permanent part-time employees shall receive two (2) scheduled workdays off with pay for the death of a husband, wife, civil union partner, mother, father, brother, sister, son, daughter, grandparent, grandchild, and all step relatives of a similar degree. This shall also include brothers, sisters, parents and grandparents of the employee's spouse or civil union partner. Employees must work a minimum of twenty (20) hours per week and have been employed by the Library for a minimum of one year.

- 3) All full-time permanent employees covered by this Agreement shall be entitled to one (1) scheduled working days leave with pay to attend the funeral of anyone in the non-immediate family. For the purpose of this paragraph, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law and sister-in-law or any relative living in the employee's household not included in paragraph 1.

- 4) Employees may reserve two (2) days bereavement leave to use within thirty days (30) of the death of the individual to attend to personal matters related to the death. The employee shall give the library forty-eight (48) hours notice of the intent to use these days.

- 5) The Library shall grant members of this bargaining unit time during the day to pay their respects to a co-worker who has passed away without ~~loss of~~ pay. The Library and the Union shall work together to coordinate the use of time to balance the ability of the employees to pay their respects with the ability of the library to function. 12/19/16 (11) of

- 6) Employees shall be allowed to use personal time or vacation leave in conjunction with bereavement leave. The use of this additional time shall not be unreasonably denied.

ARTICLE 15:

JURY DUTY

- 1) Any employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury.

- 2) Employees shall notify the Library Director in writing upon receiving notice of jury duty. The employees shall include the day and/or dates of service.
- 3) During the period in which the employee serves on jury duty, the employee shall receive his/her normal pay and benefits from the Library.
- 4) Employees are obligated to verify their attendance for each day the employee reports for jury duty in order to be paid.
- 5) Permanent part-time employees will be paid for jury duty if it falls within their regularly scheduled daytime shift, but they must work their regularly scheduled evenings and weekends.

ARTICLE 16:

FAMILY AND MEDICAL LEAVES OF ABSENCE

The Library recognizes that from time to time employees may require a leave of absence to attend to certain family or medical situations. Therefore, in compliance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), the Library will provide family/medical leaves of absence to eligible employees requiring time off from work for:

- 1) the birth, adoption or foster care placement of a child (referred to as family leave under both the FMLA and the NJFLA);
- 2) the serious illness of a spouse, parent, or minor or disabled child (referred to as family leave under the FMLA and the NJFLA);
- 3) the serious illness of a parent-in-law or domestic/civil union partner of the employee (referred to as family leave under the NJFLA);

- 4) for the employee's own serious illness or injury (including pregnancy and on-the-job injuries or illnesses) which makes him or her unable to perform the essential functions of his or her job (referred to as medical leave under the FMLA);
- 5) because of any qualifying exigency arising out of the fact that the spouse or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; (referred to as exigency military leave under the FMLA);
- 6) for the spouse, son, daughter, parent or next of kin to provide care needed to a covered service member who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status on the temporary disability retired list for a serious health condition (referred to as military caregiver leave under the FMLA). Military caregiver leave shall be up to 26 weeks.

With the exception of military caregiver leave which shall be for up to 26 weeks, under the FMLA, employees are eligible for up to 12 weeks of unpaid leave in every 12-month period (measured from the date an employee's first family/medical leave begins), if they have been employed by the Library for at least 12 months, and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Under the NJFLA, employees are eligible for up to 12 weeks of leave in every 24-month period (measured from the date an employee's first family/medical leave begins) if they have worked at least 1000 hours in the previous 12-month period.

Where appropriate, leave under the FMLA and NJFLA shall run concurrently.

Employees may be entitled to leave in addition to that required by the FMLA and NJFLA. Requests for additional leave will be granted at the discretion of the Library as required by law.

Leave may be taken:

Consecutively.

Intermittently (in separate blocks of time), or on a reduced leave schedule (fewer hours in a day or days in a week), when medically necessary, in the event of the employee's own serious health condition or for exigency military leave or military caregiver leave.

Intermittently, when medically necessary, or on a reduced leave schedule in the event of the serious health condition of the employee's family member or for exigency military leave or military caregiver leave.

Employees may be temporarily transferred to an equivalent or part-time position, with no loss in pay or benefits, which better accommodates their intermittent or reduced leave schedule.

When planning a family or medical leave, employees should make all reasonable efforts to minimize the disruption to the Library operations. Employees seeking leave, to the extent that such leave is foreseeable, must provide at least fifteen (15) days' prior notice for leave to care for a family member, and at least thirty (30) days' prior notice for leave for any other reason. In emergent circumstances, employees must provide such notice as soon as practicable. In addition, employees must complete a Leave Designation/Acknowledgement of Employee Obligations Form and any other required forms prior to taking leave. Forms will be provided to employees after a request for leave is received.

Employees shall be provided at the time leave is requested with an indication of the number of hours, days or weeks of leave that will be counted as FMLA/NJFLA leave if known at the time. If not, such notice shall be provided as soon as possible.

Employees requesting leave to care for a seriously ill family member, or for the employee's own serious health condition, must provide written certification from his/her health care provider. Failure to provide the certification required may result in denial or postponement of leave.

The Library also reserves the right to require employees to obtain second or third medical opinions, at its expense, in order to determine the necessity of leave.

Certifications for Military Caregiver Medical Leave and Exigency Leave must also be completed as provided by the Library.

The Library will continue to maintain coverage under its group health plan for eligible employees during a family or medical leave for up to twelve (12) weeks (26 weeks for military caregiver leave). Employees shall be required to continue to pay their regular share of health contributions during leave. Employees who fail to pay their portion of medical premiums within 30 days of the due date may face coverage cancellation provided they are notified in writing at least 15 days before the date that coverage will lapse.

An employee returning from a leave taken for his or her own serious health condition must provide a certification from his or her health care provider that he or she is able to return to work and to perform the essential functions of his or her job with or without accommodation. Failure to provide the required certification may result in the denial or postponement of reinstatement. Employees shall be provided with copies of job descriptions and/or a listing of their essential job functions in order to facilitate receipt of return to work certifications.

Upon expiration of an employee's leave, the Library will reinstate the employee, except those who would have been affected by a reduction in force or layoff had they not taken leave, to the same position, or to an equivalent position, with no loss in salary, benefits, or other terms and conditions of employment which the employee enjoyed prior to his or her leave.

To the extent possible, employees should make every effort to notify their Supervisor at least two (2) business days in advance if the employee intends to return to work before the expiration of the scheduled leave or to take more leave than originally requested.

Although taking leave will not result in the loss of any employment benefit that accrued prior to the start of the leave, employees will not accrue additional benefits, such as vacation, during any leave period.


Employees may use accumulated sick leave time/paid time off as part of otherwise unpaid leave.

Employees may qualify for state disability benefits during a short term leave of absence. Employees who have met certain minimum earning requirements may be eligible for state provided short-term disability insurance. This insurance, which is provided by the state, is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability. Employees and the Library both pay a portion of the cost of state-provided disability insurance through a payroll deduction. The Library does not determine whether an employee is eligible for state disability.

ARTICLE 17:


SICK LEAVE

- 1) Sick Leave is defined as meaning an absence from duty by the employee because of a personal illness or injury, a personal exposure to contagious disease, or an illness or injury to a member of the employee's immediate family for which the presence of the employee is required. Members of the immediate family are interpreted as meaning parents, spouse, civil union partner, children, stepchildren, sister, brother or grandparents.
- 2) If an employee is unable to report to work due to an illness or injury as listed above, the employee shall notify his/her immediate supervisor before or as close as to the employee's start time as possible. If an employee is incapacitated, the employee shall contact his/her immediate supervisor as soon as she/he is able to do so.
- 3) An employee, who fails to notify their immediate supervisor in accordance with the paragraph above, may be denied the use of Sick Leave.

- 4) Newly hired full-time employees shall earn sick time at the rate of one (1) day per month, for the first year of employment.
- 5) Upon completion of one year of service, all full-time employees shall be credited with twelve (12) sick days on January 1 of each year with the expectation the employee will work the entire year.
- 6) Newly hired part-time employees shall earn sick time at the rate of two (2) hours per month for the first year of employment.
- 7) Upon completion of one year of service, all part-time employees shall be credited with six (6) sick days (twenty four (24) hour maximum) on January 1 of each year with the expectation the employee will work the entire year.
- 8) Employees who take an unpaid leave of thirty (30) days or more, shall have their Sick Leave prorated accordingly.
- 9) Sick Leave may be used in one half-day ~~1/2 day~~ increments.
12/19/16  (1/2 Day)
- 10) Employees may schedule the use of Sick Leave with forty-eight (48) hours written notice to the Director of the library.
- 11) Full and Part-time employees shall be allowed to carry over and accumulate any and all unused Sick Leave from year to year.
- 12) If an employee utilizes Sick Leave for a period greater than three (3) consecutive days or totaling more than ten (10) days in one calendar year, he /she may be required to produce a certificate

from a treating physician. Employees shall not be required to provide confidential medical information on the physician certificate.

- 13) Any permanent full-time employee who has ~~completed~~ four (4) full years of permanent service with the library, and who suffers from a major illness or injury, shall be entitled to receive up to one (1) full year of salary and benefits while unable to work.

12/19/16 

completed

- 14) The employee shall be required to utilize (20) twenty Sick Leave days of his or her own before receiving this benefit. This benefit shall be limited to five hundred and twenty (520) paid leave days per employee during his/her career.

ARTICLE 18:

SEPARATION FROM SERVICE

- 1) All employees covered by this Agreement shall be entitled, upon retirement, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated Sick Leave, which is credited to him/her on the effective date of his/her retirement.
- 2) The supplemental compensation payment to be paid hereunder shall be computed at 100% of the employee's daily base rate of pay for each day of earned and unused accumulated Sick Leave based upon the average annual base rate compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however that no such lump sum payment shall exceed \$15,000.00.
- 3) All employees covered under this contract shall be paid for all unused vacation time. Payment shall be at 100% of the employee's current rate of pay at the time of retirement.

- 4) All employees covered under this contract shall be paid for all unused personal time. Payment shall be at 100% of the employee's current rate of pay at the time of retirement.
- 5) All sick, vacation, and personal time shall be prorated based on the amount of time the employee works in his/her final year of employment.

ARTICLE 19:
UNION LEAVE/GRIEVANCE ATTENDANCE

- 1) The Union shall be granted a combined total of forty eight (48) hours of paid leave annually, a leave for the Union Executive Officers to attend the International Convention, Council 73 Conventions, Union Conferences, Executive Board Meetings, and Educational Classes. These hours shall not be transferable from year to year.
- 2) The President of the Union shall submit a request in writing for the use of Union Leave time to the Library Director at least ten (10) working days in advance of the intended date of leave.
- 3) Union Executive officers shall be allowed to use his/her own vacation time in conjunction with Union Leave time to attend Conventions.
- 4) Use of Union Leave time shall not be unreasonably denied.
- 5) Management and the Union agree to meet during normal business hours for grievance handling. Members of the union who are involved with grievance handling, shall receive their normal pay for all hours spent meeting with Management and shall not be required to use their own benefit time or union time. However, employees shall not be entitled to overtime pay for such meetings. The Union shall be limited to no more than two (2) paid employees at any one meeting.

ARTICLE 20:
LEAVE OF ABSENCE WITHOUT PAY

- 1) A permanent employee may, upon request and in the sole discretion of the Library Director and/or the Library Board, be granted a leave of absence without pay for a period of up to one (1) year for personal or immediate family illness or other personal reasons.
- 2) In exceptional circumstances, the Library Director and/or the Library Board may grant leave without pay beyond one year.
- 3) When practical; Employees returning from an authorized leave of absence, as set forth above, shall be restored to their original classification and salary the employee received when the leave was granted except where the position within said classification which was held by the employee prior to the leave has been eliminated. Notification will be provided to any employee on leave whose position is being considered for elimination.
- 4) Said employees shall suffer no loss of seniority or other employee rights, privileges or benefits provided, however, that Sick Leave, vacation leave, and longevity credits shall not accrue except for those on military leave.

ARTICLE 21:
OCCUPATIONAL INJURY

- 1) An employee who is disabled by an injury incurred in the direct performance of his/her duty or as a direct result of or arising out of his/her employment, and who qualifies for worker's compensation benefits, shall receive leave with pay which shall not be charged against accumulated Sick Leave.

- 2) If an employee suffers a work-related injury or disability, the Library shall continue to pay the employee his/her full pay for a period of six (6) months. During this period of time, all workmen's compensation payments the worker receives shall be turned directly over to the Library.
- 3) An employee who is out of work due to an occupational injury shall continue to accrue seniority.

ARTICLE 22:
LABOR MANAGEMENT MEETINGS

- 1) Upon request of either party, the Library may schedule a labor-management meeting. Reasonable requests will not be denied.
- 2) These meetings shall be used to discuss contract administration problems and to improve communications between the parties. These meetings shall not be used to bypass the grievance procedures.
- 3) Where an employee attends a labor-management meeting during his/her regular work day, he/she shall be paid for such time.

ARTICLE 23:
UNION REPRESENTATIVES

- 1) The Library recognizes and shall deal with the accredited Union steward/alternate or Union President and his/her designee in all matters relating to grievances and interpretation of this Agreement.

- 2) A written list of the Union officials and Steward/alternate shall be furnished to the Library immediately after their designation and the Union shall notify the Library promptly of any changes of such Union Stewards or officials.
- 3) The Library agrees to recognize a maximum of two (2) stewards selected by the Union.
- 4) The Union President or Steward shall be granted a reasonable amount of time during regular working hours, without loss of pay, to investigate, present, discuss and adjust grievances with the Library.
- 5) Neither a shop steward/alternate nor a Union officer shall leave their work without first obtaining the permission of their supervisor which permission shall not be unreasonably withheld.

ARTICLE 24:

ACCESS TO PERSONNEL FOLDERS

- 1) Employees shall have an opportunity to review his/her personnel file during normal office hours to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the Library during the term of this Agreement.
- 2) Employees may not remove any items from their personnel file. However, the employee shall be allowed to place a written response to items contained therein.
- 3) Employees may review their file by submitting a request in writing to the Library Director.
- 4) After receiving the request, the director of the Library shall make arrangements for the employees to review his/her file within a reasonable amount of time.

ARTICLE 25:
RULES AND REGULATIONS

- 1) The Library retains the right to establish reasonable and necessary work rules and regulations for the conduct of employees in accordance with applicable law. Such rules shall be applied and enforced in a uniform manner.

ARTICLE 26:
BULLETIN BOARDS

- 1) The Library agrees to make space available on the existing bulletin board located in each of the three staff lounges for posting Union notices and announcements. The Union agrees that it shall not post anything of a political nature, anything of a derogatory nature to the Employer, anything detrimental to the public service, or anything that would incite or provoke job action.
- 2) Management shall notify the Union immediately of any posting the Library believes to be in violation of this rule, and the Union shall immediately remove said item.

ARTICLE 27:
DISCHARGE AND DISCIPLINE

- 1) The Library and the Union agree that discipline shall be corrective in nature.
- 2) The Library also agrees discipline shall be progressive for minor infractions. However, nothing in this section shall prevent the Library from issuing disciplinary action up to and including suspension and termination for serious or major infractions.
- 3) No member of this bargaining unit may be disciplined, suspended, or discharged except for just cause.


- 4) Members of this bargaining unit who are called in to an investigatory interview shall be entitled to have a Union Representative present during questioning unless no disciplinary action will be taken against such member as a result of the investigation.
- 5) An official reprimand, written warning, suspension or termination may be appealed through the grievance procedure.
- 6) At any disciplinary hearing, the employee is entitled to be represented by a Union Steward or officer, or an AFSCME Council Representative.
- 7) Any employee who fails to notify their immediate supervisor of their absence from work for three (3) consecutive days shall be deemed to have abandoned his or her job and will be terminated immediately.

ARTICLE 28:

HOLIDAYS

- 1) The following days are designated as paid holidays for permanent full-time and part-time employees:

- a) New Year's Day (January 1)
- b) Martin Luther King Day (Third Monday in January)
- c) ~~Presidents Day Good Friday (Friday before Easter)~~
- d) Memorial Day (Last Monday in May)
- e) Independence Day July 4
- f) Labor Day (First Monday in September)
- g) Columbus Day (Floating Holiday)*
- h) General Election Day
- i) Veterans Day
- j) Thanksgiving Day (Fourth Thursday in November)
- k) Friday after Thanksgiving
- l) Christmas Eve December 24
- m) Christmas Day December 25
- n) New year's eve



 c) Presidents Day
 o) Good Friday

- 2) Floating Holiday time may be utilized with the approval of the employee's immediate supervisor.
- 3) When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, or if on a Sunday, the following Monday shall be observed as the holiday.
- 4) Part-time employees shall not receive Holiday pay until they have completed one (1) year of employment with the Library.
- 5) A permanent full-time employee whose regularly scheduled day off coincides with a legal holiday is entitled to a compensatory day off. This applies only to those who work Saturdays and have a day off during the week.
- 6) Employees may use their own vacation or personal time for the observance of religious-based holidays. Request to use such should be submitted at least two weeks in advance.

ARTICLE 29:
VACATIONS

- 1) Employees covered by this collective bargaining agreement shall receive vacation time as follows:

From the date of hire until the completion of one (1) year (Prorated for less than one Year):	Ten (10) working days per year
Start of year Two (2) until the completion of year five (5):	Ten (10) working days per year
Start of year six (6) until the completion of year ten (10):	Fifteen (15) working days per year
Start of year eleven (11) until separation:	Twenty (20) working days per year

- 2) Members of this bargaining unit who receive more than the maximum number of vacation days as listed above at the signing of this contract, shall continue to receive that number of vacation days per year. No additional days will be added.
- 3) Full-time employees shall be allowed to carry over a maximum of ten (10) vacation days from year to year with the approval of the Director. Such approval will not be unreasonably denied.
- 4) Employees who have accumulated 20 or more vacation days at the signing date of this contract will be required to utilize that accumulated time at the rate of no fewer than ten (10) days per year until their yearly carry-over amount has been reduced to no more than ten (10) days. The ten (10) accumulated days shall be utilized by June 30 of each year. Employees shall not be allowed to carry over any vacation time from the current year until the employee carries no more than ten (10) accumulated vacation days from previous years.
- 5) An employee may take a single vacation day with a minimum of 24 hours notice subject to the approval of their immediate supervisor or in their absence, the Branch Head or Library Director. All other requests must be submitted in writing using the approved request forms a minimum of ten (10) working days in advance. Requests shall be reviewed and answered in writing within five (5) working days of the date of submission. Any exceptions must be approved by the immediate supervisor, or in their absence the Branch Head or Director. Vacation request approval shall be at the discretion of management, but shall not be unreasonably denied.
- 6) Vacations are credited in advance on the first of the year, in expectation of continued employment, starting in the second calendar year of employment.
- 7) Full-time permanent employees shall be entitled to the option of taking vacation time in half-day (1/2) increments.

- 8) Part-time permanent employees shall be entitled to five (5) paid vacation days after one (1) year of employment. (Based on the employee working 4 Hours per day) 20 hrs
- 9) Any employee who leaves the service of the Library by reason of retirement or who has otherwise been separated shall be compensated for the amount of vacation leave accrued and unused at the date of his/her separation at his/her rate of pay at the time of termination.

ARTICLE 30:
PERSONAL TIME

- 1) Full time employees of this bargaining unit shall receive two (2) personal days per year.
- 2) Personal days are non-cumulative and cannot be carried over from year to year.
- 3) Employees may request to use personal time by submitting a written request to the employee's supervisor at least twenty four (24) hours in advance.
- 4) The use of personal time with less than twenty four (24) hours notice shall be at the discretion of the Library Director or his/her designee.
- 5) Part time employees shall receive thirteen hours (13) per year after one full year of employment with the Edison Township Library.

ARTICLE 31:
HEALTH INSURANCE

- 1) Members of this Bargaining Unit and /or retirees will be provided with Health Benefits through the Township of Edison on the same terms and conditions as applicable to Township employees/retirees.

ARTICLE 32:

SALARIES

- 1) All employees covered by this Collective Negotiations Agreement shall be brought up to ~~standard minimums for calendar year 2016~~ or receive a two percent (2%) pay increase retroactive to January 1, 2016. 12/19/16 (H)

NJLA recomended minimums for calener year 2016

- 2) All employees covered by this Collective Bargaining Agreement shall receive a two percent (2%) pay increase to their base salary on January 1, 2017.
- 3) All employees covered by this Collective Bargaining Agreement shall receive a two percent (2%) pay increase to their base salary on January 1, 2018.

ARTICLE 33:

LAYOFFS AND FURLOUGHS

1. The Library shall give the union as much advanced notice as possible of any proposed or pending layoffs and/or furloughs.
2. Members of this bargaining unit who are to be laid off or furloughed shall receive a minimum of fourteen (14) days notice of their pending layoff or furloughs before actually being laid off or furloughed.
3. Employees shall be laid off in the reverse order of seniority with the person with the least amount of seniority being laid off first.
4. Employees who are laid off from their current position shall be allowed to bump back into their last previously held title as long as they have seniority over the person they are bumping.

5. The Library retains the right to determine the position/number of employees to be laid off.
6. Employees who are laid off shall receive full payment at their current salary for any unused vacation or personal time the employee has earned by the first day they are laid off.
7. Employees who are laid off and have unused sick time shall receive 100% of the value of all unused sick time earned by the first day they are laid off. This clause shall be limited to fifteen thousand (\$15,000) dollars.
8. Employees who are laid off shall have the right to be recalled to any previously held title and salary for twenty four (24) months should a vacancy or position become available. Employees shall be offered these positions based on seniority.
9. The Library agrees to re-hire any and all employees who are laid off from the library before hiring from the public provided the employee possesses the necessary skills to perform the required job duties.

ARTICLE 34:
REIMBURSEMENT

- 1) Employees will be reimbursed for approved work related seminars/continuing education events which are approved in advance by the Library Director.
- 2) Employees authorized to use their own cars for Library business shall be reimbursed for mileage at the applicable Internal Revenue Service rate. Said mileage reimbursement shall not include payment for the distance from the employee's home to the first work location on a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported with mass transportation.

ARTICLE 35:
SAVINGS CLAUSE

- 1) The Library and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provisions of the Agreement are rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provisions which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

- 2) The parties agree to immediately meet and negotiate a substitute provision for the invalidated portion thereof, if possible. Nothing herein shall be construed to require either party to make any concessions.

ARTICLE 36:
FULLY BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all terms and conditions of employment which were or could have been the subject of negotiations.

ARTICLE 37:
TERM AND RENEWAL

This Agreement shall be effective as of January 1, 2017 and shall remain in effect until December 31, 2018.

2016
TS (initials)

Negotiations for a successor Agreement shall begin not more than one hundred twenty (120) or less than ninety (90) days prior to the expiration date of this Agreement. In the event a new contract is not signed before the expiration date of the present Agreement, this Agreement is to continue in full force and effect until a new Agreement has been signed.

For the Library:

Date:

- 1. *Joseph Brennan* 12/21/16
- 2. *Margaret Cannon O'Neil* 12-21-2016
- 3. *Petera Murphy* 12/21/16
- 4. *Bella O'Leary* 12-21-16

For the Union:

Date:

- 1. *T. [Signature]* 12/21/2016
- 2. *Debra [Signature]* 12/21/2016
- 3. *Barbara Egnersched* 12/22/2016