

AGREEMENT

between

Old Bridge Township Public Library

and

AFSCME Council 73, Local 3231

Representing the

Non-Supervisory Unit

and the

Supervisory Unit

July 1, 2004 to June 30, 2007

NEGOTIATING COMMITTEE

Library

Mary Chamberlain  
Mary Gannon  
Barbara Cannon  
Margery Cyr, Director  
Scott Smith, Attorney

Union

Diane Meyer  
Gail Sankner  
Theresa Wordelmann  
Shirley Zuk  
Ruth Woods  
Debbie Parks, Union Representative

OFFICERS

AFSCME Local 3231

Diane Meyer, President  
Tim Niland, Vice-President  
Justin Negraval, Secretary  
Lynn Sacs, Treasurer  
Juley Rodwogin, Union Trustee  
Anita Roik, Union Trustee  
Lenore Allen, Union Trustee  
Gail Sankner, Union Trustee  
Debbie Parks, Union Council Representative

Library Board of Trustees

Steven Goldman, President  
Mary Chamberlain, Vice-President  
Joe Nuzzo, Secretary  
Mary Gannon, Treasurer  
Kathryn Arabia  
Linda Seiler  
Mayor Jim Phillips  
Barbara Cannon, Mayor's Alternate  
Dr. Nicole Okun, Superintendent of Schools

## PREAMBLE

This agreement entered into on the 31<sup>st</sup> day of August 2004 by the Old Bridge Township Public Library hereinafter referred to as the "Employer" and Local 3231, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## I. RECOGNITION

The Employer recognizes Local 3231 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its permanent employees except the Director, Assistant Director, Executive Assistant, and such additional classifications as the parties may later agree to exclude.

- Full time employees shall be defined to include all who regularly work seventy (70) hours or more over a bi-weekly period.
- Part time employees shall be defined as employees who regularly work under seventy (70) hours over a bi-weekly period.
- Employees may be hired on a ten (10) month or a twelve (12) month basis.
- Temporary employees shall be defined as employees hired for a stated fixed term, subject to government grant, or as a replacement for a permanent employee away on leave. All student workers (including but not limited to pages, interns, coops and student assistants) are considered temporary workers. Temporary employees are excluded from the bargaining unit.

## II. UNION SECURITY

The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council #73, AFSCME, 3635 Quakerbridge Road, Suite 1, Trenton, N.J. 08619, together with a list of names of all employees for whom the deduction was made by the 10th day of the succeeding month after such deductions are made. The amount of dues to be deducted by the Employer shall not change during the year. The Treasurer of the Union shall certify to the Employer by December of each year any change in the amounts to be deducted by the Employer for the following year.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within ninety (90) days of initial employment within the unit and any employee(s) previously employed within the unit 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.

The representation fee shall be in an amount up to 85% of 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 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,

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provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten-month basis or who are re-appointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability including but not limited to liability for reasonable counsel fees and all other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

### III. NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, handicap, sexual orientation, political affiliation, Union membership, or lack of Union membership, or participation in or lack of participation in legal Union activities.

### IV. APPOINTMENT

Employees may be hired on the following terms: permanent full time, permanent part time, temporary full time, temporary part time. Any employee who is not designated as permanent shall be considered temporary including student workers. Employees may also be hired on a twelve (12) month or ten (10) month basis.

For employees hired as part time who subsequently become full time employees, longevity and seniority will be calculated from the original date of hire. All accumulated sick leave earned as a part time employee will be retained by the employee for use only.

Employees hired as full-time employees earn benefits at the full-time rate. When a full-time employee becomes a part-time employee his benefits are changed accordingly.

### V. PROBATIONARY PERIOD

All newly hired employees, excluding temporary employees, shall be subject to a six (6) month probationary period. The Library has the right to discipline or dismiss the employee during the probationary period, without recourse.

Temporary employees are not part of the bargaining unit and can be terminated at will. Should an employee be hired for a temporary position which later becomes permanent, the probationary period shall begin from the initial date of hire in that position.

Employees promoted, demoted or transferred to a new position shall be on probation for the three (3) month period.

### VI. SENIORITY

Seniority is defined as an employee's total length of service with the Library beginning with their first day of employment.

Where all other factors such as ability to perform the work available are equal, seniority shall be given preference in layoff and recall.

The Library shall maintain an accurate up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

## VII. HOURS OF WORK

### A. HOURS OF WORK, LUNCH, BREAK

The normal working period for full time staff members shall be seventy (70) hours bi-weekly.

Each employee working 6 or more hours is entitled to a one (1) hour unpaid lunch, dinner, or supper break, except for Saturdays, when they are entitled to a ½ hour unpaid lunch.

Each employee is entitled to a fifteen (15) minute break during each four (4) hour period of work. Breaks are scheduled by the Supervisor.

### B. WORK SCHEDULES

Schedules are prepared by the Department Head. Advance permission is required to change one's schedule. Flexible work schedules may be set upon mutual agreement of the employee and the Library.

All employees may be required to work two nights per week and one Saturday or Sunday every other week. Some employees may be hired to work only evenings and/or weekends as their regular schedule. If an employee is required to work an unscheduled night or weekend, the supervisor will notify him as soon as practicable.

Effective July 1, 2000, part-time employees will receive a 28% differential for any hours worked on Sundays.

### C. EXTRA HOURS

All extra hours shall be assigned first on a voluntary, rotating basis among Union employees within the appropriate job classifications.

Any part time employee required to work more than forty (40) hours in one week will be paid overtime at a rate of time and one-half. Part time employees not assigned to public service desk duty will have the option of receiving compensatory time at the rate of one and one-half hours for every hour worked beyond forty (40). Full time employees working more than 35 hours but less than forty (40) hours per week will receive compensatory time of one hour for every hour worked.

Full time employees shall not be entitled to overtime payment but shall receive compensatory time at the rate of one and one-half hours for every hour they are required to work over forty (40).

Compensatory time should be scheduled within the same or following pay period unless waived in advance by the Director in cases where there is a scheduling problem. Periods under one hour do not qualify for overtime.

Any part-time employee called in to work at the direction of the Director or Supervisor will be paid for a minimum of two (2) hours. Any full-time employee called into work at the direction of the Director or Supervisor will receive a minimum of two (2) hours compensatory time.

## VIII. EMERGENCY CLOSING

If any facility of the Library must be closed or its opening postponed in the event of any emergency (i.e. power failure, flood, fire, weather conditions) staff members shall be reimbursed for the time not worked on the following basis:

- Full time staff will receive regular pay.
- Part time staff will receive no pay if they have been notified at least ninety (90) minutes in advance. However, staff members who wish to make up hours missed will be given the opportunity to do so at the mutual convenience of the Library and themselves or may elect to be paid for them as annual leave or personal business time or holiday.
- All staff on duty will receive regular pay in the event of being dismissed early. If the Library calls an employee to notify him/her of the Library's closing, but the employee is unable to receive the call due to traveling to work and the employee arrives and finds the Library closed, the employee shall receive four (4) hours pay.

The Library shall follow the current "Emergency Closing Procedure."

The Library will make every effort to inform employees when they are not required to report for work. However, in the event of such contingency as adverse weather conditions or an emergency which might reasonably be expected to affect the Library such as a power failure, the staff members will be expected to contact the Library or their supervisors on their own initiative.

Snow days are emergencies, not holidays. Employees on vacation, personal or sick leave or not scheduled to work that day will not have emergency closing time credited to such leave. Nor shall any employee be credited with extra leave time due to an emergency closing.

In cases of delayed opening because of emergency, staff will be expected to report at the new opening time unless scheduled to begin their normal working day at a later time. Staff who arrive late or leave early with approval of their supervisor under emergency conditions may take personal time, arrange to make up the hours or, in the case of part time employees, take unpaid time.

## IX. HOLIDAYS

A. The following employees shall be eligible immediately upon employment: all full time employees and all part-time workers regularly scheduled for more than forty (40) hours bi-weekly and part-time workers regularly scheduled for over 35 hours bi-weekly as of August 1, 1992. Part time regularly scheduled employees hired after August 1, 1992 working fifteen (15) hours or more bi-weekly shall be eligible after three (3) years of employment. Part-time employees shall have their holiday pay determined by dividing their regularly scheduled hours in a bi-weekly period by ten (10).

B. Part time staff hired prior to July 1, 2004 who are required to work in public service on an open holiday will be paid double time. Part-time employees hired after July 1, 2004 are not eligible for paid holidays; however should such employee work in public service on a holiday during which the Library is open, he will be paid for those hours at the rate of time and a half. Full time staff required to work in public service on an open holiday will receive compensatory time which must be taken within the following six

(6) weeks. All such leave must be taken before December 31 of the current calendar year and may not be carried into any successive years.

C. Eligible employees are entitled to the following regular paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Three Floating Holidays

D. Library employees may have the option, at the beginning of the calendar year, of requesting specific religious holidays in place of specific designated holidays on which the library is open.

E. If the holiday falls on a Saturday or Sunday, the previous Friday or following Monday will normally be substituted. A holiday which falls during an employee's vacation period or sick leave shall be counted as a holiday.

F. The Library will be closed on Easter Sunday. Easter Sunday will not be considered a paid holiday.

## X. VACATION

All vacation days are available for use as of January 1 of each year. However, vacation days are accrued on a monthly basis. If an employee leaves the Library and has used vacation, but has not earned it, he must repay the Library for the unearned time. Conversely, if an employee leaves the Library with unused, earned vacation, the employee will receive payment for that time.

### A. FULL TIME EMPLOYEES

All full time employees hired after August 1, 1992 shall receive vacation days according to the following schedule:

First year:	one day per month
Second year:	one day per month
Third year:	1.25 days per month
Fourth year:	1.25 days per month
Fifth year and beyond:	1.67 days per month

### B. PART TIME EMPLOYEES

1. All part time employees working more than 40 hours bi-weekly as of September 27, 1999 and all part-time workers regularly scheduled for over 35 hours bi-weekly as of August 1, 1992 shall receive vacation days according to the following schedule:

First 7 years of eligibility:	12 days
After completion of the 7th year:	15 days



2. Other part time regularly scheduled employees working 15 hours or more bi-weekly as of September 27, 1999 shall be eligible after three years of employment. These employees must work a minimum of twelve (12) hours biweekly to maintain this eligibility. Upon the fourth year of employment, the employee shall receive vacation leave at a rate of one vacation day per month worked up to 12 days. Part-time employees hired after 9/27/99 are not entitled to earn paid vacation time. Full-time employees who become part-time employees, within six (6) months of becoming part-time, are allowed to use leave that was accrued while employed as a full-time employee.

3. Part-time employees who are eligible shall have their vacation determined by the following formula:

- a. Divide their permanent bi-weekly hours by ten.
- b. Multiply the result of A by the number of vacation days accrued.
- c. the result of B is the number of vacation hours available to the employee.

4. All vacation time for part-time employees will be paid on an hour-for-hour basis.

C. All employees' requests for vacation leave will be approved subject to the needs of the Library. Should a conflict between requests by employees arise which in the opinion of the Director would impair Library services, departmental seniority will be considered in resolving those conflicts and in granting approval of vacation leave. All eligible employees may accrue a maximum of twelve (12) vacation days which may be carried into the following year with the approval of the Director.

D. All vacation requests must be approved by the employee's supervisor and the Director. The supervisor and the Director have one (1) week (provided they are available in that time frame) to approve or reject any vacation request. Vacation will be granted on a first come first served basis if available. The minimum period of vacation leave will be one day with prior permission of the Director. No vacation leave may be taken for the first six (6) months of employment with the Library. A new employee who resigns or is terminated prior to completion of his or her probationary period shall receive no accrued vacation pay.

#### XI. SICK LEAVE

Sick Leave is defined as an absence from duty because of: (a) a serious health condition that makes the employee unable to perform the functions of the position of such employee; or (b) in order to care for the spouse, or a son, or a daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.

A. Sick leave shall be granted to eligible full-time employees at the rate of 1.25 days per month worked, to a maximum of fifteen (15) days per year. Eligible full-time employees may accumulate to a maximum of 100 days of accumulated sick leave. Present full-time employees hired prior to August 1, 1992 who have already accumulated more than 100 days of sick leave may continue to accumulate sick leave up to a maximum of 280 days.

B. Sick leave shall be granted to eligible part-time employees at the rate of five hours per month worked, to a maximum of 60 hours per year. Eligible part-time employees may accumulate to a maximum of 360 hours of accumulated sick leave. Sick leave shall be granted to eligible part-time employees at the rate of five (5) hours per month. All part-time employees who are regularly scheduled to work a minimum of thirty-six (36) hours biweekly and who have been employed for three years prior to July 1, 2004 earn sixty (60) hours sick leave time per year. Part-time employees hired after July 1, 2004 are not entitled to paid sick leave.

There will be no loss of accrued seniority or longevity but none will be granted for the period of leave. Any leave taken under this Maternity/Paternity Leave section shall be credited against and run concurrently with any leave taken pursuant to and/or designated by the employee or the employer under the FMLA and/or the NJFLA.

#### XIV. BEREAVEMENT LEAVE\*

All eligible employees shall be granted five (5) working days for the death of the following: father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, person in loco parentis or one living in the same household as a member of the family. Three (3) working days shall be granted for other relatives.

In the event that more time is required, the employee may use other accrued time with the approval of the Director.

The following employees are eligible for paid bereavement leave upon completion of the probationary period: all full time employees and all part-time workers regularly scheduled for more than forty (40) hours bi-weekly and part-time workers regularly scheduled for thirty-five (35) hours bi-weekly as of August 1, 1992.

*delete 3 days + Expand*

#### XV. PERSONAL LEAVE OF ABSENCE

An employee may apply for an unpaid leave of absence, with no health benefits, for a period of up to three(3) months which may be granted at the discretion of the Library Board of Trustees. There will be no loss of accrued seniority or longevity but none will be granted for the period of leave. Employees neither accumulate nor lose annual or sick leave while on leave without pay. No employee shall be reimbursed in any way for holidays occurring during leave without pay.

Any leave taken under this Personal Leave of Absence article shall be credited against and run concurrently with any leave taken pursuant to and/or designated by the employee or the employer under the Family and Medical Leave Act, 29 U.S.C. §2601, et seq. ("FMLA") and/or the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. ("NJFLA").

#### XVI. JURY DUTY

The Library will pay normal salary to those employees required to serve on jury duty. Part-time employees shall be compensated on the basis of scheduled working hours. An official written statement from the court shall be required showing proper evidence of jury service. An employee who is called to jury duty must notify their supervisor immediately.

#### XVII. MEDICAL BENEFITS

All Full Time employees shall receive medical, dental, prescription and long-term disability insurance under the existing Township group insurance coverage.

If for any reason the current level of medical, dental, prescription or long-term disability insurance provided by the Township to its employees changes in any way, the Library shall have the sole right to modify the existing medical, dental, prescription or long-term disability insurance provided to Library employees to conform to the modified Township policies.

Upon retirement any full time employee who has completed twenty-five (25) years of full time employment with the Library and who is eligible for PERS retirement benefits shall have the option of retaining medical insurance benefits until she/he obtains the age of

Sick leave may be taken in advance of earned time only with the Director's permission.

The minimum amount of time that may be taken for sick leave is one hour for eligible full-time or part-time employees and any part of an hour shall count as a full hour.

A doctor's note may be required from: (a) full-time employees after sick leave is taken for three consecutive days or more than fifteen (15) days in any calendar year; (b) part-time employees after sick leave is taken for twelve (12) consecutive hours or more than sixty (60) hours in any calendar year; or (c) at any time where there is suspected abuse of sick leave.

Up to four (4) days of accrued sick leave for full-time employees or sixteen (16) hours of accrued sick leave for eligible part-time employees may be taken as personal days for which leave does not have to qualify within the definition of "sick leave". Any such personal leave taken is credited against the accrued sick leave for such employee.

After thirty (30) calendar days of continuous absence from work because of reasons which are permitted leave under the Family Medical Leave Act, 29 U.S.C. 2601, et seq., employees shall cease to accrue any further sick leave until returning to work on a full-time basis or, if such person is a part-time employee, until returning to work consistent with such employee's prior part-time basis.

Any leave taken under this Sick Leave article (whether designated as sick leave or personal leave) shall, if applicable, be credited against and run concurrently with any leave taken pursuant to and/or designated by the employee or the employer under the Family and Medical Leave Act, 29 U.S.C. §2601, et seq. ("FMLA") and/or the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. ("NJFLA").]

## XII. SICK LEAVE RETIREMENT

Full time employees hired after July 1, 1982 shall receive payment for 100% of all accrued sick leave upon retirement or layoff (which is defined as receiving PERS pension and/or social security) up to a maximum of 100 days or \$15,000 whichever is less. Upon resignation they shall receive payment for 50% of accrued sick leave up to a maximum of 50 days or \$7,500, whichever is less.

Any employee terminated for cause will not be entitled to any payment for accumulated sick leave. Any employee who resigns or is terminated prior to completing the probation period will not be entitled to the payment of any accrued sick leave.

In any event a full time employee becomes a part time employee, any accumulated sick leave up to that point will not be lost. First days accrued shall be the first days used.

Part time employees shall not be eligible to receive payment for accumulated sick leave upon retirement, resignation, layoff, death or termination for any reason.

## XIII. MATERNITY/PATERNITY LEAVE

Maternity Leave for a period of three (3) months will be regarded as a temporary disability. The employee shall be re-instated to her former position or a comparable one upon return from a three month maternity leave. Medical/health benefits shall continue for full time employees during the above stated period of maternity leave.

An employee may request a leave without pay for infant care in accordance to the provisions of the FLMA and/or the NJFLA.

## XXI. GRIEVANCE PROCEDURE

A dispute arising out of the interpretations, meaning, application or normal violation of any provision of this Agreement shall be defined as a grievance and shall be handled in the following manner:

STEP 1: An employee with or without the steward or a local Union President or Vice President shall first present and discuss the grievance with their immediate supervisor within fourteen (14) calendar days of the event giving rise to the grievance. Failure of the grievant to act within said fourteen (14) calendar day period shall be deemed to constitute a waiver of the grievance. A decision shall be made within seven (7) calendar days by such immediate supervisor. If grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted within fourteen (14) calendar days of the immediate supervisor's decision to the next senior administrator or the Library Director if applicable. Failure of the grievant to act within said fourteen (14) calendar day period shall be deemed to constitute a waiver of the grievance.

STEP 2: Upon the receipt of the grievance, the next senior administrator shall have seven (7) calendar days to render a decision. During that period the next senior administrator must meet with the grievant and the local steward or Local Union President or Vice President to discuss the grievance. If the next senior administrator is the Director, the grievant shall forward the grievance to the Third Step of this process. If the grievant is not satisfied with the next senior administrator's decision or if the next senior administrator fails to provide a written decision within seven (7) calendar days the grievant shall forward same to the next step within fourteen (14) calendar days. Failure of the grievant to act within said fourteen (14) calendar day period shall be deemed to constitute a waiver of the grievance.

STEP 3: If the grievance is not resolved in the above step or in the same cases as Step 1, the same shall be reduced to writing and submitted to the Director within fourteen (14) calendar days of decision in the above step or Step 1. The Director shall render a decision in writing within fourteen (14) calendar days of receipt by him/her of the written grievance. Within said period the Director must next meet with the grievant who may be accompanied by the Union President or his designee. If the grievant is not satisfied with the Director's decision or the Director fails to render a decision within fourteen (14) calendar days of receipt of the grievance may forward the grievance to the Board of Trustees within fourteen (14) calendar days. Failure of the grievant to act within said fourteen (14) calendar day period shall be deemed to constitute a waiver of the grievance.

STEP 4: The Board or a committee thereof shall meet if requested with the grievant who may be accompanied by the Union President or his designee and counsel representative. The Board shall render its decision in writing within 28 calendar days of receipt of the appeal or of the grievance meeting, whichever may come later.

## XXII. ARBITRATION

Only a grievance specifically alleging a violation or misinterpretation of the Agreement may be appealed to arbitration.

If the Union provided timely written notice to the Board of Trustees that it is requesting arbitration, it may file a request for arbitration with the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations commission for the selection of an arbitrator.

sixty-five (65). The cost shall be borne by the Library. Any future changes that affect these benefits shall apply to all eligible Library employees and retirees.

No part-time employees as defined in the Recognition Clause will be entitled to receive any employer paid medical/health insurance benefits except for Lynn Sacs who was receiving such benefits prior to July 1, 1992, provided she works a minimum of twenty (20) hours a week. However, part-time employees may elect to purchase at their own expense, medical/health insurance coverage from participating Health Care Providers provided such part-time employees meet the eligibility requirements of the respective Health Care Providers.

In the event the Township should no longer provide group medical, dental, prescription or long-term disability insurance for Library employees, the Union agrees that the Library shall have the right to re-open negotiation with respect to all such benefits.

#### XVIII. SALARY \*

Employees will receive a salary increase as follows. In the first year, July 1, 2004 to June 30, 2005, employees will receive an increase of 3.25%. In the second year, July 1, 2005 to June 30, 2006, employees will receive an increase of 3.75%. In the third year, July 1, 2006 to June 30, 2007, employees will receive an increase of 4%.

Longevity payments will be calculated each year on the new salary bases as provided in Section XX of the Agreement.

#### XIX. LONGEVITY \*

Longevity increase of 2-1/2% on the base annual salary of full time employees, or hourly wage of part time employees, will be paid to all employees who have completed five (5) years of continuous employment and an additional 2-1/2% on base salary each five (5) year period thereafter. In no event shall any longevity payment exceed 12.5% of the base annual salary of any employee entitled to same, or up to 7.5% for employees hired after July 1, 2001. In no event shall the longevity of Ruth Woods, Arlene Robinson and Lynn Sacs exceed 20%.

All longevity payments shall be effective upon the employee's anniversary date of employment.

#### XX. OUT OF TITLE WORK

An employee assigned to work in an acting capacity in a job level higher than his/her own shall be paid the greater of either: 1) an additional 10% over their regular pay or 2) the NJLA recommended minimum for said position. The pay increase will be retroactive to the first day worked in the new position and will be paid until the end of that special assignment. An employee must work in that special assignment for at least two (2) weeks in order to receive the higher level of pay. All out-of-title work will be assigned in writing or the employee is not permitted to perform such work. If the assignment involves assuming full-time hours, time off taken during this period shall be paid at the full-time rate. This differential will only be paid when the employee has been formally assigned to this acting capacity in writing by the Director.

#### XXIV. LAYOFF AND RECALL

In the event it becomes necessary to reduce the number of employees in any job classification, the Library will make every attempt to achieve such reduction through normal attrition. If, in the sole discretion of the Library such reduction cannot be achieved by normal attrition, the Library will make every effort to offer the affected employees available positions comparable to the positions these employees held prior to the reduction, subject to demonstrated ability to perform available work and the needs of each department for sufficient coverage as determined by the Library Director.

If, in the sole discretion of the Library, a layoff is necessary, employees within the affected job classification shall be laid off from the following categories in the designated sequence:

- First - Probationary employees in the affected classification according to seniority.
- Second - Regular part-time employees in the affected classification according to seniority.
- Third - Regular full-time employees in the affected classification according to seniority.

An employee shall not be laid off without advance notice of thirty (30) days.

Employees who are laid off shall be recalled in the inverse order of layoff, subject to demonstrated ability to perform available work and the needs of each department for sufficient coverage, as determined by the Library Director. Employees to be recalled shall be notified by certified mail at their last known address on file. A copy of such notice shall be forwarded to the Union President.

Employees to be recalled shall accept the rehiring within five (5) days after receipt of notice and shall report for work within fourteen (14) days after notice of rehire. Should an employee not accept the offered position or fail to report for work, that employee shall forfeit all right to recall. Should part-time employment become available within a qualified full time employee's classification, the full time employee shall be offered the part time position. Should the full time employee not accept the part time position or fail to report work within the time limit stated herein, that employee shall forfeit all right to recall. Time limits for recall may be extended by the mutual agreement of both parities. No new employees shall be hired into a position in the bargaining unit until the list of qualified (as determined by the Library Director) former employees on layoff has been exhausted.

An employee's right to recall shall cease one year after the date of layoff.

Employees recalled shall be considered to have continuous employment except that the time on layoff shall be deducted in calculating longevity and leave benefits.

#### XXV. ELIMINATION OF POSITIONS

Should it become necessary to eliminate any work or services currently performed by employees in the bargaining unit, the Library will notify the Union 30 calendar days in advance. Every effort will be made to offer them positions in the bargaining unit comparable to the positions such employees held at the time the position is eliminated in an effort to avoid layoffs or demotions.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

### XXIII. DISCIPLINE

No employee shall be disciplined except for just and proper cause.

In any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent from the day when the incident occurred. During these three (3) days the Library and employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged with:

1. Intoxication while on duty or use of alcohol or controlled substances for which the employee does not have a prescription while on duty.
2. Illegal, disorderly, unethical or immoral conduct.
3. Where violence and/or the health and safety of other employees or the employer or the public may be involved.
4. Extreme serious neglect of duty.

In the above circumstances the employee may be immediately suspended without pay pending a hearing.

In the event of other circumstances in which a suspension in excess of five working days or termination is deemed to be necessary by the Director the employee shall be entitled to notice and hearing before the Board or a committee thereof. At any such disciplinary hearing the employee may be represented by the Local Union President or designee and a counsel representative.

In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.

The Union may elect to appeal the matter to arbitration provided that such an appeal is joined in by the employee in writing. The election of this procedure will be deemed final and binding.

The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

Temporary and initial probationary employees are not subject to this procedure and may be disciplined or terminated at the supervisor's or Director's discretion without a demonstration of just cause.

## XXVI. ACCESS TO PERSONNEL FILES \*

An employee covered by this Agreement shall have the right to inspect and obtain copies of documents from their personal history file maintained by the Director's office no later than three (3) days after initial written request provided the Director or his designee is available. An employee may not inspect documents from her personal history file without either the Director or designee being present.

Each employee file shall consist of a job application, resume, letters confirming employment, letters relating to work performance, job evaluations, attendance, salary records and other material related specifically to the individual worker.

Whenever in the opinion of the employee's supervisor, derogatory material is placed in the employee's personal history file, the Library agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.

## XXVII. JOB POSTINGS \*

Notices of all vacancies shall be posted on the employee bulletin board at each facility with a copy to the Union President. Newly created positions or vacancies are to be posted in the following manner: Classification, location, rate of pay, hours of work, person to contact. Seniority will be considered as a factor in promoting from within, if all other factors are equal. Vacancies shall remain posted for at least two (2) weeks.

Any salary changes shall be made and posted at the time of the change with a copy provided to the Union President.

All special assignments requiring extra hours shall be posted in accordance with the 1st paragraph of this section.

Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications prior to publication of the names of the successful applicant.

## XXVIII. JOB DESCRIPTIONS

The Employer will provide the Union, upon request, with a complete set of job descriptions for all job classifications covered by this Agreement. The Union shall be notified of any proposed changes in any job classifications and can comment on any changes. The Employer shall respond to the Union request within one week; the Union has one week to provide the Employer with any comments.

## XXIX. GENERAL PROVISIONS

Bulletin boards will be made available by the Employer at each of the Library Buildings for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. A bulletin board for notices to the staff shall be provided by the employer. Any notice posted on this board shall be sufficient notice of the matter.

Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, and the remainder of this Agreement shall remain intact.



No rights, privileges or benefits currently in effect for the employees in this Agreement shall be reduced or terminated during the period of this Agreement without mutual written consent of the parties.

This paragraph is subject to the right of the Library to modify any existing insurance coverage as specified in the Medical Benefits provisions of this contract.

Employees delegated to negotiate union contracts shall be released with pay for negotiations which take place during their regularly scheduled work hours. Negotiation sessions will not be scheduled for times which would negatively affect public service desk staffing.

### XXX. STAFF DEVELOPMENT

#### A. PROFESSIONAL MEETINGS AND CONFERENCES

The Union and the Library encourage staff attendance at job related professional meetings and conferences. Employee's attendance at meetings and conferences require prior approval of the Director. In addition the Director may require an employee's attendance at a meeting or conference.

Any absence for attendance at meetings or conferences must be so arranged by the Director that the Library services are not hampered. If attendance is other than during the employee's scheduled hours, full time employees shall receive compensatory time. Part time employees shall receive payment at the normal hourly rate.

#### B. PAYMENT OF TRAVEL EXPENSES

Travel expenses incurred in attending professional meetings, visits to other libraries etc. shall be reimbursed as follows:

1. If the employee is required to travel from his home he will be reimbursed for any mileage at the current applicable rate that is in excess of the employee's normal mileage in traveling to and from the Library. If the employee is required to travel from the Library to the meeting, or conference, he will be reimbursed for the mileage at the current applicable rate. If more than one employee is attending a meeting, or conference, employees may be required to car pool. Part-time employees shall be compensated for travel time while attending approved workshops, meetings, conferences etc.
2. Registration fees, purchased transportation and parking fees shall be reimbursed in full. Room rent shall be reimbursed at the lowest conference rate. Meals shall be reimbursed up to \$25.00 per diem. If annual leave is taken in conjunction with attendance at meetings, mileage shall be paid one way only.
3. Meals shall be reimbursed if the employee is attending a workshop or meeting in which the meal is an integral part of the program.
4. If an employee wishes to attend a workshop or meeting and should Library funding not be available for this purpose, the employee may elect to attend the workshop at his own expense and to forgo reimbursement for travel expenses. The Library will pay for his time spent in the workshop or meeting.

#### C. ELIGIBILITY

The number and names of staff members to attend each meeting will be selected on the basis of the nature of the meetings and the funds available.

#### D. IN-SERVICE TRAINING

1. The Library is willing to arrange adjustments of time in order that employees may take advantage of opportunities for special study, as long as this does not lessen the physical efficiency of the individual or place undue strain upon other employees.
2. For institutes, special courses or work conferences determined in advance by the Director to be for the benefit of the Library, leave with pay or compensatory time will be granted.
3. Tuition for courses taken to improve the employee's performance, and approved in advance by the Director, will be reimbursed in full by the Library after completion of the course by the employee with a grade of C or better.
4. In-service training may be provided in the Library by professional staff or outside consultants. The time required for attendance shall be counted as regular employment hours.

#### E. MEMBERSHIPS

All employees shall have their memberships paid in one professional library association of their choice only upon receiving approval of the Director in advance.

#### F. PUBLICATIONS

Anything written for publication by the staff under the auspices of the Library must first be approved by the Director.

#### G. STAFF MEETINGS

A staff meeting called by the Director or a Supervisor is an assignment and is governed by the same rules of promptness and attendance as a regular schedule for full or part time employees. Full Time employees shall receive compensatory time if out of regular schedule. Part Time employees shall receive either regular hourly pay or compensatory time. While not mandatory, participation by all employees in staff and team meetings is essential to ensure an informed and engaged staff. All employees are urged to make every effort to attend on a regular basis.

#### XXXI. UNION STEWARDS AND OFFICERS

A written list of Union Officers and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Officers or Stewards.

Representatives of the Union who are not employees of the Library shall be permitted to visit with employees on the Library premises upon proper notification to the Director. Such visits shall not be held on Library time or at public desks. Visits may be held when employees are off duty.

#### XXXII. UNION EDUCATIONAL LEAVE

Employer agrees that one employee selected by the Union may attend one educational class per year subject to approval of the Library Director. The Union will give thirty (30) days advance notice.

The employee shall receive his or her regular day's rate of pay (pro-rated for a part time employee) only for one (1) day and no additional compensation.

#### XXXIII. MANAGEMENT RIGHTS

The Library shall retain all rights not specifically modified by the Agreement. This article may not be used for the basis of a grievance.

This article shall not limit or modify any right or rights that an employee or the union may have pursuant to N.J.S.A. 34:13A-1 et.seq. or any other applicable statute or statutes.

The Library may establish any general rules not inconsistent with this Agreement and not arbitrary or unreasonable. The Union will be given notice of said rules for the purpose of discussing said rules with the Library prior to their implementation.

#### XXXIV. NO STRIKE CLAUSE

The Union shall not instigate, call, engage in, or advocate the direct sanction of a strike, work stoppage, slow down, mass absenteeism, or any other form of reprisal which will interfere with the provision of the Library's service to the community.

#### XXXV. FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This agreement is subject to the exceptions stated under the articles entitled General Provisions and Medical Benefits.

#### DURATION OF CONTRACT

This agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2007. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Negotiations for a successor agreement shall commence after the Library Board's Reorganizational Meeting in January, 2007 unless such time is extended by mutual agreement of the parties. It is understood that should a new agreement not be settled prior to the expiration of this contract, all benefits and terms contained herein shall remain in full force and effect until a new agreement is reached or it has been determined by the Public Employment Relations Commission that an impasse has been reached.

For Local 3231

Diane Meyer  
Diane Meyer, President

8/30/04  
Date

Tim Niland  
Tim Niland, Vice-President

8/30/04  
Date

For Old Bridge Library:

Steven Goldman  
Steven Goldman, President

8/30/04  
Date

Margery Cyr  
Margery Cyr, Director

8/30/04  
Date

19. 08. 04. 01. 04