

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

The Fairview Free Public Library

And the



United Public Service Employees Union

January 1, 2010 – December 31, 2015

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PREAMBLE

This Agreement entered into on this ^{vr} 1 day of May, 2010, between the Fairview Library Board, hereinafter referred to as the "Employer" and the United Public Service Employees Union hereinafter referred to as the "Union" (provisional employees as defined under the Rules of the State of New Jersey, Department of Personnel) of the Fairview Free Public Library, excluding managerial and supervisory employees.

ARTICLE I - RECOGNITION

The Fairview Library Board recognizes the United Public Service Employees Union as the exclusive representative for the purpose of collective negotiations for all regularly employed full-time and part-time employees employed by the Fairview Free Public Library excluding all supervisory, managerial executives and confidential employees as defined by the Act.

ARTICLE II - DUES DEDUCTION

- A. The Employer agrees to deduct from the salaries of employees covered by this Agreement, dues for the Union, so long as such employees are not in default under this Agreement. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52:f4-15.9(e) as amended. Effective the first full pay period following the signing of this Agreement, the Employer agrees to deduct the dues amount which shall be remitted by the Employer to the Union, to the United Public Service Employees Union, 3555 Veterans Hwy, Suite H, Ronkonkoma, NY 11779, by the fifteenth of each month following the monthly pay period in which deductions were made, together with a list of employees from whose pay such deductions were made. A copy of such a list shall also be forwarded to the Union President. The Employer agrees to forward the full name and address of all new employees, and the employees who are discharged, granted leaves of absence, absence due to illness or injury, or who leave employment for any reason, when submitting the dues deduction list to the union.
- B. The Union will provide the necessary "check-off authorization form" and deliver the signed forms to the appropriate library official.
- C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice prior to the effective date of such change, plus separate authorization from the employee for such change.
- D. Unless barred by Federal or State Law, any employee (one who has completed his probationary period) in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent

employee who does not join within ten (10) days of entry into employment with 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 the amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessment 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 change in the regular Union member dues, fees and assessments. The Union entitlement to the Representation fees 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 Employer.

The Union agrees that it will indemnify and save harmless the Library against any suit and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Library from all costs, including reasonable attorney's fee incurred in defense of the library.

ARTICLE III - HOURS OF WORK AND OVERTIME

- A. The number of hours per week and the schedule that each employee works shall be determined by the Employer.
- B. Work on weekends shall be scheduled on a rotating basis among employees unless there is a volunteer for weekend work.
- C. Overtime work shall be assigned on a rotating basis based upon seniority. If no employee agrees to accept overtime, then an employee will be required to work on the basis of least seniority.
- D. All work in excess of 35 hours per week shall be paid at the rate of time and one half (1½).
- E. The Employer will make every effort to equalize overtime amongst employees.
- F. The Board shall make every effort to have two (2) individuals scheduled to work at all times. In the event there is only one (1) employee present at the library, the employee may seek permission from the Board President to close the library.
- G. Employees who work between four (4) and six (6) hours a day shall be entitled to one (1) 15 minute break scheduled at the discretion of the Director. Employees who work six (6) hours or above shall be entitled to a 10 minute break scheduled at the discretion

ARTICLE IV - EMERGENCY CLOSING

In the event of an emergency closing, staff who are released from work early or who are scheduled to come to work will be paid their normal rate of pay for half of the hours they were scheduled to work, but couldn't due to the emergency closing, i.e., scheduled for 8 hours, worked 4, will be paid for 6; or scheduled for 8 hours, worked 0 hours, will be paid for 4.

ARTICLE V - HOLIDAYS

- A. Employees shall be entitled to holiday leave of absence without pay in accordance with the holiday schedule followed by the municipal employees.
- B. If a holiday falls on a Saturday or Sunday, it shall be celebrated on the preceding Friday or the following Monday.
- C. The library will be closed when the Borough is closed in observance of the holiday in addition to the actual holiday.

ARTICLE VI - VACATIONS

- A. All 10-12 month employees shall be entitled to paid vacation in accordance with the following schedule:
 - 1. From the date of hire through December 31st of the year of hire - one (1) day for each thirty (30) days of employment;
 - 2. From January 1st of the first (1st) full calendar year after the date of hire through December 31st of the third (3rd) full calendar year after the date of hire - twelve (12) days;
 - 3. From January 1st of the fourth (4th) full calendar year after the date of hire through December 31st of the eighth (8th) full calendar year after the date of hire - fifteen (15) days;
 - 4. From January 1st of the ninth (9th) full calendar year after the date of hire through December 31st of the eighteenth (18th) full calendar year after the date of hire - twenty (20) days;
 - 5. From January 1st of the nineteenth (19th) full calendar year after the date of hire and thereafter - twenty-five (25) days.

B. The amount of time to which the employee shall be entitled to vacation leave of absence shall be proportioned according to the average number of days and hours worked per week by said employee for the calendar year. In the event that an employee's work schedule should change, increasing or decreasing the average number of days and hours worked per week, such a change shall be reflected when assessing said employee's vacation schedule of days.

Hours to work in a week

... if not granted or taken, ... and shall be granted during the

... an employee resigns, retires or is laid off, such employee shall receive a lump sum payment equal to the total number of employee's accumulated vacation days multiplied by the employee's base rate of daily compensation at the time of his or her resignation, retirement or effective layoff date.

Employees shall put in vacation requests by June 1st for seniority to be the determining factor in granting leave in case of a conflict. After June 1st, vacation requests shall be granted on a first come basis.

Employees shall be entitled to vacation pay in advance, if requested, at least two (2) weeks prior to the start of their vacation.

Employees hired as of January 1, 2013 must work an average of fifteen (15) hours per week in order to be eligible for paid vacation. Only twelve (12) month employees shall be entitled to paid vacation. Seasonal part-time employees, i.e., summer help are not entitled to paid vacation.

ARTICLE VII - SICK LEAVE

A. Sick leave is hereby defined as an absence from work because of illness or accident or the attendance upon an ill member of the employee's immediate family.

- B. Sick leave with pay shall be granted to all 10-12 month employees covered by this Agreement of not less than one (1) working day for each month of service during the first calendar year and fifteen (15) working days for each calendar year thereafter except the amount of time to which the employee shall be entitled as sick leave shall be proportioned according to the number of days and hours worked per week by said

Employee is absent twelve (12) days in a given year, for each day thereafter he/she shall be required to produce a doctor's note setting forth the reason for the absence. Employees shall also be required to furnish a doctor's note if he/she is absent five (5) consecutive days.

ARTICLE VIII - LEAVE OF ABSENCE

Leave Without Pay

Employees may be granted unpaid leave of absence for personal reasons up to six (6) months at the discretion of the Employer. Employees, however, shall not receive credit towards years of service for leaves in excess of thirty (30) days.

Military Leave

Any employee called into the Armed Forces of the United States during national emergency or draft shall be given a leave of absence without pay, as per State law.

Jury Duty

In the event an employee is summoned to serve as a juror, full wages are to be paid by the Employer less the amount paid by the State, provided the employee submits to the Employer a copy of the Summons for Jury Duty within two (2) working days of receipt of same.

D. Pregnancy and Family Leave

The Employer agrees to family leaves in accordance with both State and National Family Leave Acts. During pregnancy disability leave, employees may utilize earned leave time (sick, vacation and personal), but shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy disability.

E. Bereavement Leave

The Employer agrees to paid bereavement leave from the day of death and three (3) continuous days thereafter provided the employee was scheduled to work on said days. Immediate family shall be defined as follows: Mother, Father, Sister, Brother, Son, Daughter, Husband, Wife, or person with whom the employee resides.

The Employer agrees to paid bereavement leave up to two (2) days in the event of the death of Grandparents, In-Laws or Grandchild.

ARTICLE IX – GRIEVANCES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment. Prior to the filing of a grievance, the party may discuss the issue informally with the Library Director to attempt to resolve the issue.
2. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

B. Definitions

1. The term "grievance" shall mean an allegation that there has been:
 - (a) a violation, misinterpretation or misapplication limited to the terms of this agreement;
 - (b) an improper application or misinterpretation of rules, regulations or policies of the library.

Presentation of a Grievance

The employer agrees to schedule a mutually convenient time to discuss the grievance so as to avoid any loss of pay to the affected individuals and so as to avoid the disruption of the functioning of the library.

STEP 1:

The Grievant and his/her union shop steward shall present to the Library Director, the employee's written grievance or dispute within thirty (30) calendar days of its occurrence or when the employee should have known of its occurrence. Failure to act within said thirty (30) calendar

days shall be deemed to constitute an abandonment of the grievance. The Director shall schedule an informal hearing within thirty (30) calendar days of receipt of the grievance and shall render a written decision to the Grievant within fifteen (15) calendar days of the hearing.

STEP 2:

If the grievance is not settled at Step One, the same shall be presented in writing by the employee and the employee's union representative to the library Board or its appointed designee within thirty (30) calendar days of the written response from Step One.

The Library Board or designee shall hold a hearing within thirty (30) calendar days of the request for the hearing and render a decision within thirty (30) calendar days.

STEP 3:

1. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration, not by an individual, but only by the Union or Library Board, within ten (10) calendar days of receipt of the decision from Step 2.
2.
 - A) Any unresolved grievance, except matters within the exclusive providence of the State Department of Personnel or a matter involving the interpretation of a State or Federal law, may be appealed to arbitration. The party must follow the request for arbitration within thirty (30) calendar days after the receipt of the Step 2 decision.
 - B) Nothing in this agreement shall be construed as compelling the party to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The party's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interest of the grievant and the party.
 - C) Where the grievance involves an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel procedure of the Grievance Procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed

final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

3. Should the party wish to move a grievance to arbitration, the parties shall notify the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the employee and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission. The parties shall meet at least fifteen (15) calendar days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
4. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and/or such rules and regulations as may be in effect by the Library Board and make a decision, which decision shall neither modify, add to, nor subtract from the terms of this agreement and the referenced policies. The decision shall be rendered within 30 calendar days of the hearing.
5. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
6. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost shall be shared equally.
7. The arbitrator may prescribe, when appropriate, a back pay remedy when he/she finds a violation of this agreement, provided such a remedy is permitted by law, and is consistent with the terms of this agreement, except that he/she may not make an award which exceeds the employer's authority.
8. The decision or award of the arbitrator shall be final and binding on the employer, the union and the grievant or grievants, to the extent permitted by and in accordance with applicable law and this agreement. Disciplinary disputes shall be subject to the grievance procedure herein set forth.
 - A. Employee grievances shall be presented on mutually agreed prepared forms. The grievance procedure, as defined herein, shall be shortly adhered to.
 - B. Grievance resolutions or decisions at Step 1 through Step 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized

representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence.

ARTICLE X – DISCIPLINE

- A. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his/her services without due process.
- B. Discipline shall be progressive in nature and corrective in intent as provided by the New Jersey Department of Personnel.

ARTICLE XI - SENIORITY

- A. Seniority is defined as continuous unbroken service with the Employer.
- B. Seniority will be given strong consideration by the Employer with respect to promotion. If there are two or more employees with substantially equal qualifications and ability to perform the work, the employee with the greatest seniority may be given preference.
- C. Seniority shall prevail in the selection of vacation schedule.
- D. Layoffs due to reduction in force shall be according to inverse seniority within job title as per the New Jersey Department of Personnel.

ARTICLE XII - SALARIES

- A. Effective January 1, 2007, the starting salary will be ten dollars (\$10.00) per hour.
- B. A two percent (2%) increase for each year of the contract applied to the current wages beginning January 1, 2010, and ending on December 31, 2015.

ARTICLE XIII – LONGEVITY

- A. All employees with six (6) or more but less than nine (9) years of service shall receive two hundred dollars (\$200.00) added to their base rate.
- B. All employees with nine (9) or more but less than twelve (12) years of service shall receive an additional three hundred dollars (\$300.00) added to their base rate.

- C. All employees with twelve (12) or more years of service shall receive an additional four hundred dollars (\$400.00) added to their base rate.
- D. Longevity for all new hires will be eliminated.
- E. Employees hired after January 1, 2007 shall not be entitled to Longevity.

ARTICLE XIV - HOSPITALIZATION AND INSURANCE BENEFITS

- A. All those currently receiving Health Benefits shall continue to receive such benefits for the term of their employment.
- B. Health Benefits shall be provided to all employees who work thirty-five (35) or more hours per week. The coverage to be provided shall be the same as provided to Borough employees.
- C. The Employer shall provide, at no cost to the employee, life insurance in the amount of ten thousand dollars (\$10,000.00) up to the age of sixty-five (65). The employee shall have the right to name the beneficiary for such insurance.

ARTICLE XV - UNION RIGHTS

- A. Union activities shall be carried on in such a manner so as not to disrupt the operation of the library.
- B. Union Stewards and Officers, not to exceed one (1) in number, shall be allowed up to three (3) days off with pay per contract year to attend Steward's training, conferences and Union conventions; provided that the Union provides the Employer with at least thirty (30) days advance notice.

ARTICLE XVI - MANAGEMENT RIGHTS

Nothing in this Agreement shall abrogate the management rights of the Employer. Except as otherwise provided herein, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations, to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by civil service; to hire and lay off employees in accordance with civil service procedures; to introduce new or improved methods or facilities whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such

operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Employer by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE XVII - JOB RELATED COURSE REIMBURSEMENT

Employees may request reimbursement for job related courses from the library. Requests must be made in writing prior to taking the course. Approval is within the sole discretion of the Library Board.

ARTICLE XVIII – PERSONNEL FILES AND RECORDS

- A. Employees shall have the right to examine their own personnel file and request copies of any documents within that file. Said request shall be in writing.
- B. By January 31st, of each year each employee shall receive a written report detailing the number of vacation and sick days that employee is entitled to from the preceding years and for the current year.

ARTICLE XIX - HEALTH AND SAFETY

The Employer agrees to respond to verified complaints regarding problems concerning conditions that constitute a health or safety issue in a timely manner.

ARTICLE XX - INABILITY TO REPORT TO WORK

If an employee is unable to report to work prior to 8:00 a.m. they shall telephone their assigned alternate to take their place. In the event the assigned alternate is unavailable, the employee shall call the Library Director.

ARTICLE XXI – STAFF MEETINGS

The Library Director and employees shall schedule a staff meeting once a month during non-working hours. The employees shall be compensated for one (1) hour for attending staff meetings regardless of the length of said meeting.



ARTICLE XXII -STATE AND FEDERAL LAW

The parties agree to be governed by applicable State and Federal laws. In the event a dispute arises as to the interpretation of State and/or Federal law, however, the matter will not be subject to arbitration.

ARTICLE XXII - SEPARABILITY

If any of the provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 24th day of June, 2013.

FAIRVIEW LIBRARY BOARD

UNITED PUBLIC SERVICE EMPLOYEES UNION

Stephanie M. Billucci
Director (Interim)

[Signature]
President

Date: 6/24/13

Date: 1/14/17

Miranda DiCicco
Fairview Library Board President
VICE

[Signature]
Shop Steward

Date: 6/24/13

Date: 11/1/13

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