

AGREEMENT

Between

THE FREE PUBLIC LIBRARY OF WOODBRIDGE
WOODBRIDGE, NEW JERSEY

and

LOCAL NO. 2923 AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

(Librarians/Clerks)

January 1, 2014 through June 30, 2017

TABLE OF CONTENTS

<u>ARTICLES</u>		<u>PAGES</u>
ARTICLE 1	RECOGNITION	3
ARTICLE 2	GRIEVANCE PROCEDURE.....	3
ARTICLE 3	DISCIPLINE.....	5
ARTICLE 4	HOURS OF WORK	6
ARTICLE 5	NON-DISCRIMINATION	8
ARTICLE 6	SENIORITY	8
ARTICLE 7	POSTING	8
ARTICLE 8	REASSIGNMENTS.....	9
ARTICLE 9	HOLIDAYS	9
ARTICLE 10	VACATIONS	10
ARTICLE 11	LEAVE OF ABSENCE	12
ARTICLE 12	PERSONAL LEAVE	13
ARTICLE 13	MANAGEMENT RIGHTS.....	13
ARTICLE 14	NO STRIKE	14
ARTICLE 15	WORK RULES.....	14
ARTICLE 16	UNION SECURITY.....	14
ARTICLE 17	UNION STEWARDS AND UNION REPRESENTATION.....	15
ARTICLE 18	RIGHTS OF VISITATION.....	16
ARTICLE 19	WAGES	16
ARTICLE 20	GENERAL PROVISIONS	19
ARTICLE 21	PERSONNEL FILES.....	20
ARTICLE 22	MISCELLANEOUS.....	20
ARTICLE 23	DURATION	22
APPENDIX A	23
APPENDIX B	24
APPENDIX C	25
APPENDIX D	26

ARTICLE 1

RECOGNITION

- A. The library recognizes Local Union No. 2923 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in only the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding however, Supervising Librarians, Director, Assistant Library Director, Security Guards, monitors, confidential employees and others.
- B. The title "employee" shall be defined to include the plural as well as the singular and to include males as well as females.

ARTICLE 2

GRIEVANCE PROCEDURE

- A. Definition
 - 1. The term "grievance" shall mean any complaint by an employee that there has been a violation of this Agreement or any alleged misinterpretation or unfair application of board policy or a complaint by the Union that there has been a violation of this Agreement.
- B. Purpose
 - 1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise from time to time affecting employees.
 - 2. Nothing contained herein shall be construed to prevent an employee from processing his/her own grievance.
- C. Procedure
 - 1. An aggrieved employee shall institute action under this procedure within ten (10) working days starting the day after the violation or event giving rise to the grievance or within ten (10) working days of when the employee should have reasonably known of the event. Failure to act within said ten (10) day period shall be deemed to constitute a waiver of the grievance.
 - 2. The aggrieved employee, with or without a steward present at the employee's option, shall

discuss the matter first with his/her immediate supervisor in an attempt to resolve it informally. A decision shall be made within four (4) calendar days by such immediate supervisor.

3. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the next level of supervision within seven (7) working days of the decision in paragraph 2 above. If requested, the appropriate level of supervisor shall meet with the grievant who may be accompanied by the Union President or his/her designee. The appropriate level of supervisor shall render his/her decision in writing within ten (10) calendar days of receipt by him/her of the grievance or of the grievance meeting, whichever shall come later.
4. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the Library Director or his/her designee within seven (7) working days of the decision in paragraph 3 above. If requested, the Library Director or his/her designee shall meet with the grievant who may be accompanied by the Union President or his/her designee. The Library Director or his/her designee shall render his/her decision in writing within ten (10) calendar days of receipt by him/her of the grievance or of the grievance meeting, whichever shall come later.
5. If the grievance is not satisfactorily resolved in the above step, the decision of the Library Director or his/her designee may be appealed in writing to the Board of Trustees within seven (7) working days of receipt of such decision. The Board President, or designee, will acknowledge, in writing, receipt of the request within fifteen (15) days. Within thirty (30) days of acknowledgement of receipt, the Board President, or designee, will contact the Union to schedule a meeting date to hear the appeal. The Board, or a committee thereof, shall meet if requested with the grievant who may be accompanied by the Union President or his/her designee and Council Representative. The Board shall render its decision in writing, within thirty (30) calendar days of receipt of the appeal or of the grievance meeting, whichever may come later.
6. Only a grievance specifying a violation or misinterpretation of this Agreement may be appealed to arbitration. If the grievance is not satisfactorily resolved through steps one through five above, the Employer or Union may pursue the grievance to binding arbitration to the extent provided by law. The grievance will be submitted to PERC and be processed under the rules of the Commission within ten (10) calendar days of receipt of the decision of the Board of Trustees with concurrent notice to the Board.
7. The arbitrator shall limit himself/herself to the interpretation of the Agreement, to the issues submitted to him/her, and shall not add to, nor subtract anything from, the Agreement between the parties. The decision of the arbitrator shall be final and binding upon the parties and the employee.
8. The costs for the service of the arbitrator shall be borne equally by the Union and the

Library. Any other expenses incurred shall be paid by the party incurring same.

9. Failure by the aggrieved employee or the Union to observe the time limits of this grievance procedure shall constitute a waiver of further processing of the grievance.
10. In the event any party representing the Library does not answer the grievance within the time limits set forth herein, the Union may immediately take the grievance to the next step.

ARTICLE 3

DISCIPLINE

- A. An employee may be suspended, demoted, fined, disciplined, or discharged for just cause pursuant to the New Jersey Civil Service Statute and Regulations and other applicable law.
- B. Major Discipline Appeal Procedure
 1. Within twenty (20) calendar days of the service of a preliminary notice of discipline, an employee may appeal the preliminary notice to the Director or designee. A departmental hearing shall be conducted to determine whether the suspension, demotion, fine or discharge was for just cause.
 2. The Employee and the Library shall be permitted to call witnesses at the departmental hearing and those witnesses shall be subject to cross examination.
 3. Within thirty (30) days of the close of the departmental hearing, the hearing officer shall issue a written decision as to whether the discipline was for just cause.
 4. Employees may appeal major discipline to the Civil Service Commission within the timeframes and pursuant to regulations promulgated by the Commission.
- C. Minor Discipline Appeal Procedure
 1. Suspensions of five (5) days or less may be appealed through the contractual grievance procedure (Article 2) and pursuant to that procedure may be submitted to binding arbitration.
 2. Written warnings and official written reprimands may be appealed through the grievance procedure, but may not be submitted to arbitration.

ARTICLE 4

HOURS OF WORK

- A. 1. The regular workday for full-time employees shall consist of eight (8) consecutive hours of work, including a one-hour lunch period.
- 2. Part-time employees shall be scheduled at the discretion of the Director.
- B. So far as practicable, an employee's workday shall not be changed without reasonable notice.
- C. The regular work week shall consist of not more than forty (40) hours, including lunch periods.
- D. Employees shall be granted two (2) fifteen (15) minute breaks per day as coffee breaks, but employees may not use the two breaks consecutively, i.e. one (1) thirty (30) minute break, except that those employees working on a one o'clock to nine o'clock shift may use a thirty (30) minute break. Employees who are scheduled to work until 9:00 pm may take both breaks consecutively provided they are completed before the commencement of the evening work shift.
- E. Each employee shall be granted one (1) hour per day for lunch. If the lunch hour of any employee is interrupted, for ten (10) minutes or more by reason of library duties, such lost time shall be returned to the employee as time and a half compensatory time to be taken only at a time approved by the proper supervisor.
- F. In the event of inclement weather, every effort to report to work will be made on the part of staff members unless otherwise officially notified. In the event the Employee is going to be delayed, the Employee must notify his/her department in the Main Library or the branch and speak to a Library staff person of an anticipated arrival time prior to the start of the Employee's shift.

During periods of inclement weather that result in dangerous travel conditions or other emergency situations, if conditions are such that employees cannot safely get to work, they may elect to take personal leave. If an employee has exhausted his/her personal leave, the employee may use up to ten (10) hours of compensatory time. Employees must report to their supervisor or supervisor's designee that they are unable to get to work.

In the event that the Main Library opens before the Branches, Branch personnel may choose to report to the Main Library or be required to use their own personal leave or compensatory time until such time as they are required to report to their own agencies.

If the Library is closed due to inclement weather and the Library phone system is not working and the employee is not notified of the closing by other means and reports to work he/she shall receive compensatory time for all time worked, with a minimum of two (2) hours compensation in time or money. In the event the Library officially has a late opening or an early closing, employees

scheduled to work and who report at the delayed opening time or leave at the early closing time shall suffer no loss of pay.

- G. If an employee is recalled to work after leaving his/her post of employment or on his/her days off, he/she shall be guaranteed two (2) hours payment at time and one half.
- H. All overtime work shall be assigned on a rotating basis among the union employees within a necessary job classification. Employees not covered by this Agreement shall not be part of the rotation, but when assigned shall be unrestricted in performing the work necessary. An Overtime Rotation Schedule will be maintained and displayed for all departments. Employees not covered by this Agreement are not to be included. In the event an employee replies he/she is unavailable to be called in, he/she shall be considered as if he/she had accepted for rotation purposes. In the event of an emergency, the Library shall call in those persons deemed necessary to correct the emergency situation. In the event no employee on the OT list accepts OT, then the employer may go back to the rotating list and require mandatory overtime from the least senior employee.
- I. The Library shall attempt to hire a qualified librarian for only Sunday work at a rate established by the Library. Sunday work shall be voluntary providing those volunteering are qualified to perform the necessary work and a sufficient number of employees, in the opinion of the supervisor concerned, volunteer. In the event that there are not sufficient union employees volunteering for Sunday or Holiday overtime, non-union employees may volunteer to fill vacant slots. If an insufficient number of employees volunteer, the supervisor shall assign in reverse seniority order the number from the seniority roster he/she considers sufficient on a rotating basis from among those he/she considers qualified. With the approval of the supervisor, the employees may trade or give away Sunday work with other qualified employees.
- J. Overtime shall be one and one-half (1-1/2) times the base hourly rate after forty (40) hours per week including lunch times or after the regular workday, except as necessitated by summer hours scheduled, and shall be paid in money or compensatory time at the election of the employee. All hours worked on a Sunday and Holidays will be paid at double the hourly rate.
- K. Prior to the formation of the overtime rotation schedule all holiday overtime will be divided fairly and equitably among all those in the job classification.
- L. An employee will not be required to work the Saturday or Sunday immediately preceding or following a vacation.
- M. If an employee is required to stay ten (10) minutes past closing with an unattended child(ren), he/she is guaranteed one (1) hour payment at time and one half (1½).

ARTICLE 5

NON-DISCRIMINATION

The Library and the Union agree that there shall be no discrimination or favoritism for reasons of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, genetic information, sex, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, refusal to submit to a genetic test or make available the results of a genetic test, handicap or perceived handicap, political affiliation, Union membership or lack of Union membership or participation in or lack of participation in legal Union activities.

ARTICLE 6

SENIORITY

In the event of a layoff, permanent employees shall be recalled in accordance with Civil Service Commission regulations and notification to such recalled employees shall be by certified mail to the employee's last listed address. Seniority lists shall be brought up-to-date on July 1st of each year and given to the Union. The seniority lists shall contain dates of appointment, dates employees began work in departments and job classifications.

ARTICLE 7

POSTING

- A. Notice of all library vacancies shall be posted in print on all department bulletin boards, with a copy provided to the Union President. Newly created positions, vacancies, or promotional jobs are to be posted in the following manner: classification, location, rate of pay, hours of work, person to contact. Senior Library Assistant positions shall be the exception to this rule, with Senior Library Assistant being promoted in accordance with Appendix "D."
- B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications prior to publication of the name of the successful applicant.

ARTICLE 8

REASSIGNMENTS

- A. In filling job vacancies, the Library Director will give consideration to an employee's written request for reassignment provided such request is in the best interests of the Library.
- B. In considering such requests for reassignment by two or more employees, seniority shall be the determining factor provided ability to perform the duties of the job is equal. Decisions with respect to filling job vacancies shall be determined by the Library at its sole discretion.
- C. Decisions made by the Library Director concerning involuntary reassignments, filling of vacancies, and requests for reassignment may be grieved up to and including the level of the Board but shall not be arbitrable. To the extent possible, management will make every reasonable effort to give advance notice to employees being reassigned.

ARTICLE 9

HOLIDAYS

- A. 1. Each employee hired before January 1, 1996 shall be entitled to fourteen (14) paid Holidays per year, with the Library having the sole right to designate Holidays. Usually, such fourteen (14) paid Holidays shall be as follows:
 - New Year's Day
 - Martin Luther King's Birthday (the 3rd Monday in January)
 - Washington's Birthday (the 3rd Monday in February)
 - Good Friday
 - Memorial Day (the last Monday in May)
 - Independence Day
 - Labor Day
 - Columbus Day (the 2nd Monday in October)
 - Election Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day
 - Employee's Birthday
- 2. Employees hired on or after January 1, 1996 are not entitled to their birthday as a holiday, but are entitled to the other thirteen (13) Holidays.

- B. It shall be at the sole discretion of the Library to determine if the Main Library and/or any branch Library are to be open any portion of a paid holiday. In the event it is so determined, the Library shall designate a crew and such crew shall receive at least two (2) hours of overtime for each hour such employee works on that day.
- C. If Labor Day, Memorial Day or Independence Day shall fall on a Friday, Saturday, Sunday or Monday, the Library will close on Saturday giving employees a three (3) day weekend at no loss of pay.
- D.
1. The Library shall close at 1:00 P.M. the day before Christmas and the day before New Year's Day. If Christmas or New Year's Day shall fall on Monday, the Library shall close at 9:00 p.m. [5:00 p.m. at current hours] the preceding Friday and remain closed until the following Tuesday, and the employees shall suffer no loss of pay.
 2. If Christmas or New Year's Day shall fall on a Saturday, the Library shall be closed the Friday immediately prior, the Saturday and the following Sunday and the employees shall suffer no loss of pay.
 3. If Christmas or New Year's Day shall fall on a Tuesday, Wednesday, Thursday, or Friday, the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and/or New Year's and the employees shall suffer no loss of pay. One-half of the work force shall be assigned to duty the day prior to Christmas, and the remaining one-half the day prior to New Year's Day.
 4. If Christmas or New Year's Day shall fall on a Friday the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and New Year's and the following Saturday after each holiday.
 5. If Christmas or New Year's Day shall fall on a Sunday, the Library shall close at 5:00 p.m. on the Friday immediately prior, the Saturday, Sunday and Monday and the employees shall suffer no loss of pay.

ARTICLE 10

VACATIONS

- A. An employee may apply for his/her vacation at any time during the twelve (12) months preceding the date of their proposed vacation. If two or more employees apply for the same vacation date in the same day, any conflict in scheduling shall be resolved on the basis of seniority. In the event an employee applies after April 1st for that same calendar year, such application is subject to denial based upon reasonable Library needs, including staffing and other operational needs, and the vacation time must then be reapplied for. At least seven (7) business days (i.e., Monday – Friday) advance notice shall be given by Employees requesting vacation time for a period of greater than one week. All other vacation requests will be submitted at least five (5) calendar days in advance of the date of the requested vacation leave. In cases of personal/family emergencies, provided the

employee has exhausted his/her personal leave time, or by permission of the supervisor of the department or branch, shorter notice shall be permitted, however, employees are only allowed to use up to three (3) vacation days per calendar year under these circumstances. All vacation requests shall be made through the on-line Time & Labor system or its successor and approved by the supervisor of the department with the consent of the Director or his/her designees. Requests to use vacation time shall not be unreasonably denied.

- B. An employee may carry over up to a year's worth of vacation into the following calendar year. Vacation will be credited at the beginning of the calendar year in anticipation of continued employment for employees having one (1) year or more of service at that time. Employees having less than one (1) year of service will accrue vacation on a monthly basis for their first ninety (90) days of employment and thereafter they will be eligible to take their entire anticipated vacation for the year.

Vacation time for all employees covered by this Agreement shall be computed as follows:

LIBRARIANS

After one (1) year - twenty (20) work days

Twenty (20) to twenty-five (25) years - twenty-eight (28) work days

Over twenty-five (25) years - thirty (30) work days

CLERKS

One (1) to three (3) years – twelve (12) work days

Over three (3) to seven (7) years – fifteen (15) work days

Over seven (7) to ten (10) years – eighteen (18) work days

Over ten (10) to twenty (20) years – twenty (20) work days

Twenty (20) to twenty-five (25) years – twenty-eight (28) work days

Over twenty-five (25) years – thirty (30) work days

- C. When an employee submits a request for vacation leave, the supervisor of the department shall notify the employee within five (5) working days as to whether or not the leave has been approved or denied.

If the leave is denied, an explanation will be given to the employee by the supervisor.

- D. In the event of the death of an employee, the employee's family shall be entitled to payment for all accrued vacation time at the full rate of pay in effect on the date of death.

ARTICLE 11

LEAVE OF ABSENCE

- A. Sick leave shall be granted in accordance with the Rules and Regulations of the New Jersey Civil Service Commission. The Library may request and employees shall submit upon request a signed note from the Employee's doctor on the doctor's letterhead substantiating any sick leave of three (3) or more consecutive work days or where the Employee is chronically absent, has patterned absenteeism or for other good cause.
- B. In the event of death in the immediate family, the employee shall be granted five (5) consecutive work days of leave with pay. For the purpose of this clause, immediate family shall be defined as father, mother, step-mother, step-father, step-child, spouse, registered domestic partner, child, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren. In the event of the death of a brother-in-law, sister-in-law, daughter-in-law or son-in-law, the employee shall be granted three (3) consecutive working days of leave with pay. The employee is allowed one (1) day of leave for a familial aunt, uncle, niece or nephew. The employer reserves the right to request documentation concerning the relationship. An employee may be granted time off in the event of the death of an individual with whom the employee had an unusually close relationship. The decision to grant time off, and the period for this leave shall be at the sole discretion of the Library Director and shall not be subject to the grievance procedure.
- C. The Board, upon reasonable notice, shall permit six (6) workdays with pay each odd calendar year (such as 1983, 1985, etc.) and twelve (12) workdays with pay each even calendar year (such as 1982, 1984, etc.) to be utilized by the Union for convention or other Union-sponsored legal activity. Such six (6) or twelve (12) workdays are assigned to the Union and may be utilized, as example, by one employee for a maximum total of six (6) or twelve (12) workdays per calendar year or, for example, by six (6) or twelve (12) separate employees for one (1) workday each for a maximum of six (6) or twelve (12) workdays per calendar year. Such six (6) or twelve (12) workdays may be divided among librarians and clerks, but shall not exceed six (6) or twelve (12) workdays per year. The Union must notify the Library Director and the employee's immediate supervisor in advance of taking such time.
- D. The Library agrees to abide by the terms of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. An employee must utilize all accrued paid sick, compensatory time and personal days before taking unpaid leave.
- E. If an employee is required to serve on jury duty and such service requires his/her presence beyond noon he/she shall receive a full day's pay for each such day of jury duty. If such employee is dismissed from jury duty prior to noon, he/she shall immediately report for work and shall then receive a full day's pay.
- F. An employee who is a member of the Armed Forces shall be granted such leave of absence as is

required by and in accordance with applicable state and federal law.

- G. Effective January 1, 1982, the Library shall participate in the Township disability program.
- H. Special leave without pay for permanent employees may be granted by the Board of Trustees, for periods of up to six (6) months, with a further leave of up to six (6) months upon further approval by the Board.

ARTICLE 12

PERSONAL LEAVE

Employees covered by this Agreement shall, upon reasonable advance notice, be entitled to three (3) days of personal leave of absence with pay in each calendar year, subject to the following:

1. Personal Leave of absence may be used for emergencies, religious Holidays or days of religious observance, personal business, or other personal affairs;
2. Personal leaves may be taken in conjunction with Holidays and vacation days with prior approval of the Supervisor. Two weeks' notice if possible shall be required. Seniority will govern, and requests shall not be unreasonably denied; however, the union recognizes that permission is within the sole discretion of the supervisor who will not withhold permission for arbitrary reasons. All personal days must be utilized in the year earned or lost.
3. Requests for such leave shall, except in case of emergencies, be made in writing on forms listing the above reasons, and the employee must check the reason upon which their request is made.

Further information concerning the reasons for the request must be supplied to the Library Director should he/she request it.

ARTICLE 13

MANAGEMENT RIGHTS

The Library hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including the right and responsibility to direct the affairs of the Library and all its various aspects, such as but not limited to the right to direct the working force, to plan, direct, and control all the operations and services of the Library; to determine the methods, means, organization, and personnel by which said operations and services are to be conducted; to subcontract out work and services; to relieve employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate

existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

In the event the Library decides to subcontract out work or services, it will notify the Union of such intention and, if requested, negotiate the impact of such action upon the terms and conditions of employment of employees covered by this Agreement.

ARTICLE 14

NO STRIKE

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

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

ARTICLE 15

WORK RULES

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. The current rules of work will be available at each public service desk. The rules of work at the public service desk will be updated with new policies when promulgated.

ARTICLE 16

UNION SECURITY

- A. The Library 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 Library by the treasurer of the Union and the aggregate deductions of all employees shall be remitted to the treasurer of the Union together with a list of names of all employees for whom the deductions were made on or about the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.
- B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within ninety (90) 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 unit who does not join within ten (10) days of reentry 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 an amount not to exceed eight-five percent (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 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 Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

- C. The Union agrees to save the Library harmless from any action or actions commenced by any employee against the Library, for any claim arising out of such deduction, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided. Errors made by the Library in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

ARTICLE 17

UNION STEWARDS AND UNION REPRESENTATION

- A. A written list of Union officials and stewards 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 officers.
- B. Representatives of the Union, who are not employees of the Library, may be permitted to visit with employees during working hours with the permission of the Library Director.
- C. The Board shall permit the Union officers and Stewards to meet on Library premises once monthly. However, no employees shall be absent from duty for such meeting for more than three (3) hours, and such meetings must have advanced scheduling with the approval of the Library Director.
- D. Union officers and Shop Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. In no event will the total compensable time spent on grievances as set forth above, exceed a total of six (6) hours in any one month.

ARTICLE 18

RIGHTS OF VISITATION

The Council representative shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Library Director or their designee for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the working of the Library during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 19

WAGES

- A. The Salary Guide and promotional salary level phase-ins for Grades 6, 7 and 8 are set forth in Appendix "C" with the increases set forth in paragraphs B, C and D herein already incorporated.
- B. Effective July 1, 2014, base salaries shall be increased by two percent (2.00%).
- C. Effective July 1, 2015, base salaries shall be increased by one and three quarter percent (1.75%).
- D. Effective July 1, 2016, base salaries shall be increased by one and one half percent (1.50%).
- E. Effective July 1, 2014, the starting salaries for entry-level library assistants (Grade 1) and librarians (Grade 6) will be equal to or greater than the current New Jersey Library Association (NJLA) minimum salary guidelines for these entry-level positions consistent with terms of the parties' Agreement.
- F. Employees who are promoted shall receive the maximum salary for the higher pay grade listed in Appendix C or a 5% increase in base salary, whichever is greater.
- G. Salary grade levels with the titles set forth in each grade are set forth in Appendix B. Employees who are promoted from the special repromotion list will be paid at the rate they would have been paid absent the demotion effective from their date of their repromotion.
- H.
 - 1. Effective January 1, 1982, the plan and method utilized by the Township in determining severance payment upon retirement or death based upon a portion of accumulated unused sick leave shall be incorporated into this Agreement.
 - 2. As of the signing of this Agreement, such plan and method for employees hired prior to January 1, 1999 involves the payment upon retirement or death only of one-half (1/2) of

accumulated unused sick leave not to exceed \$15,000.00. The Library Director shall be notified of a retirement in March of the year preceding the retirement year. Failure to do so may result in withholding payment for unused sick leave until the year following the retirement year. For employees hired on or after January 1, 1999, maximum sick leave payment on retirement will be capped at \$7,500.

3. Unused compensatory time balances shall be paid to employees or their estates at their hourly rate of pay on the day of separation upon resignation, retirement or death.
- I. Employees may, subject to the limitation of a thirty-five (35) hour compensatory time maximum and with authorization by the Director or his/her designee, receive compensatory time off at the applicable overtime rate for hours worked in excess of their regular work week. All such hours shall be placed in the employee's compensatory time bank. Compensatory time may be taken upon approval by the employee's immediate supervisor with the consent of the Director or his/her designee. Requests for the use of the compensatory time shall not be unreasonably denied.
- J. For the duration of this Agreement the Board shall continue granting the same insurance benefits provided by the Township of Woodbridge. In the area of health benefits, the Library commits to having its employees enjoy any new or additional benefits which the Township of Woodbridge gives to its clerical employees, including but not limited to optional insurance packages. Hospital and Major Medical Health Benefits only shall be extended to all retirees who retire on or after January 1, 1986 and who have completed twenty-five (25) or more years of service with the Township at no cost to the employee. All other retirees shall pay the current premium. The Union will be notified of any change in benefits provided by the Township of Woodbridge.
- K.
 1. To the extent money is available for this purpose, the Board will reimburse an employee for tuition only of formal course work subject to the following conditions:
 - a. The formal course work must, in the opinion of the Library Director, be job related.
 - b. Application must be made to the Library Director in sufficient time that approval may be granted by the Board prior to the beginning of such formal course work.
 - c. Such formal course work must be taken by the employee at a time other than the time such employee is scheduled for work.
 2. Only those employees whom the Board assigns to take formal course work shall be reimbursed for tuition, expenses, and the time necessary for such course work.
- L. In the event an employee, at the request of the Library and properly scheduled, works a split-shift requiring travel to and from work twice within one (1) normal work day, such employee shall receive one hour (1) of compensation at the regular rate as travel payment, which shall be computed as straight time. Forty-eight (48) hours' notice will be required for library-requested split shifts.

- M. The meal allowance shall be fifteen dollars (\$15.00) for those employees working a regular shift and an additional three (3) hours. Any meal and travel allowance must be submitted on an expense or mileage form for reimbursement.

Expenses - Conferences and Meetings

The Library will determine the allowance to be granted in all cases, based on the following schedule:

	<u>2014 through 2017</u>		
a. Breakfast	\$17.00		
b. Lunch	\$32.00		
c. Dinner	\$37.00		
d. Hotel (not to exceed)	\$200.00/FY2015	\$220.00/FY2016	\$240.00/FY2017

Reimbursement will be made to employees upon presentation of receipts for expenditures.

The mileage payment shall be the mileage rate allowable by the IRS. Administration will provide the current IRS mileage rate to all supervisors as soon as received by Administration.

- N. If an employee works a higher classified position for fifteen (15) consecutive work days he/she shall begin drawing a higher rate on the sixteenth (16th) work day, provided that the employee working in the higher classified position has had such work approved in advance by the Library Director. The higher rate shall continue thereafter for as long as such employee does the work at the higher classification, the minimum rate for the higher paid position or a five percent (5%) increase in their own rate, whichever is higher, but in no event shall the new rate be more than the maximum of the higher rated position. The change in rate shall not affect anyone working in a higher classified position on February 10, 1999. An employee working under this clause shall be granted salary and benefits accruing to the higher position for the time that the employee occupies that higher position. If an employee reverts back to their regular status and classification then paid time off enjoyed after such reversion shall be at the rate of pay of the regular status and classification.
- O. A custodian shall be called in for the closing of a branch after normal closing hours if a non-library group is using the meeting room.
- P. Library Assistants shall be promoted to Senior Library Assistant pursuant to the procedures set forth in Appendix "D."
- Q. Employees attending approved conferences involving Saturday, Sunday or Holiday attendance will receive compensatory time for all time spent at a conference up to eight (8) hours per day.
- R. In the event a weekday conference with travel time exceeds eight (8) hours, inclusive of meals, the Employee will receive up to two (2) hours of compensatory time, each way, for travel time at the

- Straight time rate. In the event the conference is out of state, requiring flying and an overnight stay, The employee will receive one (1) day's compensatory time at straight time rate.
- S. The employee holding the position of Supervising Library Assistant of Circulation at the Main Library Shall receive a one-time increase to his or her base pay of 5% as of January 1, 2008.
- T. Management will provide the President of AFSCME Local #2923 with a salary list within thirty (30) days of any promotion or cost of living adjustment (COLA).

ARTICLE 20

GENERAL PROVISIONS

- A. Bulletin boards shall be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of non-controversial nature.
- B. It is understood and agreed that if any provision 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 provision of the Agreement affected by such decision and all other provisions shall continue in full force and effect.
- C. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.
- D. The Library shall make available to all present and future employees, copies of this Agreement.
- E. A job description shall be in each employee's personnel folder. Upon reasonable notice an employee may be permitted to inspect their job description, evaluations, and any disciplinary notice.
- F. All employee paychecks shall be issued in individual envelopes to each employee. Checks shall arrive at each department and/or Branch in individual envelopes. Checks will not be distributed any earlier than 4:00 p.m. on the day before payday.

ARTICLE 21

PERSONNEL FILES

- A. An employee may inspect his/her personnel file upon request by appointment only during normal business hours. The Employee shall submit a written request to the Director or his/her designee to inspect his/her personnel file. An appointment shall be scheduled no later than 96 hours after the submission of the Employee's request. The Director or designee reserves the right to reschedule the appointment when there is insufficient coverage at the administrative level. During an inspection the Director or his/her designee may be present. Only the Director or his/her designee are permitted to make copies of portions of the personnel file. In no event shall an Employee remove any originals from his/her personnel file.
- B. Employees shall be provided with copies of all documents relating to quality of work which are to be included in their personnel file.
- C. An Employee shall have the right to submit a written response to any patron complaint or to a written warning or official written reprimand. Such response shall be included in the Employee's personnel file.

ARTICLE 22

MISCELLANEOUS

- A. The Library and the Union acknowledge this to be their complete contract and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented.
- B. The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State, and Local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby.
- C. The Board in making provisional appointments shall give due consideration to merit, qualifications, experience, and the decision of the Board shall not be arbitrable.
- D. Employees, on a staggered pre-approved schedule, shall be permitted the time to attend the convention of the American Library Association and of the New Jersey Library and Library Assistant Associations. Necessary expenses shall be reimbursed up to the limitation passed by the Board and shall be based upon the presentation of proper and adequate receipts. Employees participating in programs at either NJLA or NJALA that have been approved in advance by the Library Director will be reimbursed for membership registration by the Board of Trustees
- E. If and when the temperature rises above eighty-five (85) degrees or falls below sixty (60) degrees at the Main Library or at any of the branches and remains at said level for a minimum period of two (2) consecutive hours as determined by the thermostat closest to the circulation desk on the second floor, the employee shall have the option of remaining as part of a skeleton staff at a rate of time and one-half pay, or of being reassigned to another agency at their normal rate of pay.

Management reserves the right to appoint personnel to work at the affected agency in the event no one volunteers.

- F. Part-time employees who work twenty (20) or more hours per week are eligible for the Township medical insurance plan. All part-time employees also receive pro-rated vacation, sick, holiday and personal days based on their hours per week.
- G. All bargaining unit employees shall receive a one-time payment of \$375 in exchange for the Union agreeing to extend the expiration date of the contract to June 30, 2017 payable on the second payroll cycle following ratification of the contract as a separate check. This amount shall not be added to base salary.

ARTICLE 23

DURATION

This Agreement shall take effect as of January 1, 2014, and shall remain in effect until June 30, 2017. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

THE FREE PUBLIC LIBRARY OF
WOODBIDGE, NEW JERSEY

LOCAL NO. 2923 AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

C.M.R.

Ellen A. Bonacarti

CAROLINE M. BROWN
INTERIM LIBRARY DIRECTOR

Ellen A. Bonacarti, President

DATED: 2/4/16

DATED: 2/4/16

APPENDIX A

TITLES COVERED BY UNION CONTRACT

Account Clerk
Clerk Typist
Computer Services Technician
Data Processing Programmer
Data Processing Technician
Librarian 1
Library Assistant
Library Associate
Librarian 3 (Principal Librarian)
Principal Library Assistant
Senior Clerk Typist
Senior Computer Services Technician
Librarian 2 (Senior Librarian)
Senior Library Assistant
Supervising Library Assistant

APPENDIX B

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1996
THE FOLLOWING GRADES AND STARTING SALARIES SHALL APPLY:

GRADE 1

Clerk Typist
Library Assistant

GRADE II

Senior Clerk Typist
Senior Library Assistant

GRADE III

Computer Service Technician
Principal Library Assistant

GRADE IV

Account Clerk
Senior Computer Service Technician

GRADE V

Data Processing Technician
Library Associate
Supervising Library Assistant

GRADE VI

Librarian 1
Data Processing Programmer

GRADE VII

Librarian 2 (Senior Librarian)

GRADE VIII

Librarian 3 (Principal Librarian)

APPENDIX C - Pay Grades 2014 - 2016

- A. Persons newly hired or newly promoted after the date of ratification of the parties' tentative agreement by AFSCME and by the Library Board of Trustees shall receive salaries as defined by new Appendix C and subject to any phase-in.
- B. Those employees whose salaries currently exceed (as of the date of the execution of the labor contract) the salaries in new Appendix C for their respective salary grades shall suffer no loss in pay. Employees who are promoted shall receive the salary for the higher pay grade listed in Appendix C or a 5% increase in base salary, whichever is greater.
- C. All promotions shall be made in a manner consistent with law and civil service procedure.

Pay Grade Salaries	Pay Grade Annual Salaries		
	July 2014	July 2015	July 2016
1	\$30,600	\$31,136	\$31,603
2	\$34,972	\$35,584	\$36,118
3	\$39,678	\$40,372	\$40,978
4	\$42,840	\$43,589	\$44,243
5	\$46,110	\$46,917	\$47,620
6	\$59,851**	\$60,898**	\$61,811**
7	\$69,360***	\$70,573***	\$71,632***
8	\$81,481****	\$82,906****	\$84,150****

**There shall be a three year salary phase-in for those newly hired into Grade 6 or promoted into Grade 6 such that upon appointment the employee's salary shall be \$53,500; upon the first anniversary date of appointment the employee's salary shall be \$56,200; upon the second anniversary date of appointment the employee's salary shall be \$58,677.

*** There shall be a three year salary phase-in for those newly hired into Grade 7 or promoted from Grade 6 to Grade 7 such that upon appointment the employee's salary shall be \$59,500; upon the first anniversary date of appointment the employee's salary shall be \$64,200; upon the second anniversary date of appointment the employee's salary shall be \$68,000.

**** There shall be a three year salary phase-in for those newly hired into Grade 8 or promoted from Grade 7 to Grade 8 such that upon appointment the employee's salary shall be \$75,500; upon the first anniversary date of appointment the employee's salary shall be \$77,500; upon the second anniversary date of appointment the employee's salary shall be \$79,884.

APPENDIX D

POLICY ON THE PROMOTION OF LIBRARY ASSISTANTS

Effective this date, staff who are classified as Library Assistant will be provisionally promoted to Senior Library Assistant at such time as they meet the following criteria, and will be permanently appointed as soon as practicable thereafter consistent with Civil Service procedures:

1. Two years of experience as a Library Assistant at the Woodbridge Public Library prior to taking the Senior Library Assistant test.
2. A letter from their Supervisor (Branch head or Department Supervisor) specifying that they are qualified to be a Senior Library Assistant and which states specifically as to how they work independently within their job responsibilities.
3. Satisfactory performance evaluations in the three preceding evaluations.
4. Having taken and passed the Senior Library Assistant test.

If the staff member has met all the above criteria, the staff member shall be permanently promoted to Senior Library Assistant provided the staff member is reachable on a Civil Service eligibility list, meaning that the staff member shall be appointed consistent with the "rule of three." The parties recognize that an employee on an incomplete list may be appointed consistent with the rule of three.

Staff may also attain the classification of Senior Library Assistant through the regular process of applying for or taking the test for a posted position, in those instances where Library management has initiated the request for the posting.

It shall be understood that this policy shall affect only the Library Assistant Class Employee. This is due to the fact that the Civil Service Commission job descriptions are so similar. No other classes shall be automatically promoted based on experience and/or longevity.

The provisions in this Appendix shall be administered in a manner that is consistent with Civil Service law and regulations.

Following the promotion of a staff member, management may exercise its right to reassign the staff member consistent with Article 8 of this Agreement.

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement ("MOA") between the Woodbridge Public Library ("Library") and Local 2923 of the American Federation of State, County and Municipal Employees ("AFSCME") as relates to the existing labor agreement between the parties in effect between January 1, 2014 and June 30, 2017.

WHEREAS, Appendix "C" of the existing labor agreement between the Library and AFSCME provides a three year salary phase-in for those newly hired or promoted into Salary Grades 6, 7 and 8; and

WHEREAS, it was the intention of the parties to add cost of living adjustments as defined in Article 19 of the labor agreement into the salary phase-in numbers appearing in Appendix "C"; and

WHEREAS, for purposes of clarity, the parties hereby agree that the salary phase-in numbers after the cost of living calculations have been rolled-in should be as follows: o the following as an addendum to page 25, Appendix C, Paragraph C:


	July 2014	July 2015	July 2016
6	\$59,851 Year 1 (2014) - \$54,570 Year 2 (2015) - \$57,324 Year 3 (2016) - \$61,811	\$60,898 Year 1 (2015) - \$55,525 Year 2 (2016) - \$58,327 Year 3 (2017) - \$61,811	\$61,811 Year 1 (2016) - \$56,358 Year 2 (2017) - \$59,202 Year 3 (2018) - \$61,811
	\$69,360 Year 1 (2014) - \$60,690 Year 2 (2015) - \$65,484 Year 3 (2016) - \$71,632	\$70,573 Year 1 (2015) - \$61,752 Year 2 (2016) - \$66,630 Year 3 (2017) - \$71,632	\$71,632 Year 1 (2016) - \$62,678 Year 2 (2017) - \$67,629 Year 3 (2018) - \$71,632
8	\$81,481 Year 1 (2014) - \$77,010 Year 2 (2015) - \$79,050 Year 3 (2016) - \$84,150	\$82,906 Year 1 (2015) - \$78,358 Year 2 (2016) - \$80,433 Year 3 (2017) - \$84,150	\$84,150 Year 1 (2016) - \$79,533 Year 2 (2017) - \$81,639 Year 3 (2018) - \$84,150

This Memorandum of Agreement does not reopen the labor contract. All terms of contract shall remain in full force and effect.

THE FREE PUBLIC LIBRARY OF
WOODBIDGE, NEW JERSEY

LOCAL NO. 2923 AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

By: 

By: 

Dated: 3/15/16

Dated: 3/15/16