

ADDENDUM TO
CITY/CCEA AGREEMENT

between:

BOARD OF LIBRARY TRUSTEES
OF THE
CITY OF CLIFTON

PASSAIC COUNTY, NEW JERSEY

and

CLIFTON CITY EMPLOYEES' ASSOCIATION
LIBRARY UNIT

January 1, 1980 through December 31, 1982

LIBRARY
Department and
Services

UNIVERSITY

PREAMBLE

THIS ADDENDUM made this day of 1981.
by and between THE BOARD OF LIBRARY TRUSTEES OF THE CITY OF CLIFTON, in the
County of Passaic, New Jersey, a Municipal Corporation of the State of New
Jersey, hereinafter referred to as the "Library", and CLIFTON CITY EMPLOYEES'
ASSOCIATION (LIBRARY UNIT), hereinafter referred to as the "Association"
represents the complete and final understanding on all bargainable issues
between the Library and the Association.

SECTION 1

RECOGNITION

A. The Library recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment for all full time and part-time (as hereinafter defined) non-uniformed civil service employees employed by the Library but excluding Confidential Employees and Managerial Executives within the meaning of the New Jersey Employer-Employee Relations Act of 1974.

B. Reference to male employees shall include female employees.

SECTION II
NON-DISCRIMINATION

A. There shall be no discrimination by the Library or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Library or any of its representatives against any of the employees covered under this Addendum because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Addendum who are not members of the Association.

SECTION III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Addendum. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Addendum or any complaint arising with respect to wages, hours of work or other conditions of employment, and of those policies or administrative decisions which affect the terms and conditions of employment of employees covered under this Addendum and may be raised by an individual, a group of individuals, the Association on behalf of an individual or group of individuals, or the Library.

C. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Addendum and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall file his grievance in writ-

Grievance Procedure (continued)

ing with his immediate supervisor, who is not the subject of the grievance, within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, by a supervisor who is not the subject of the grievance.

2. The immediate supervisor, who is not the subject of the grievance, shall attempt to settle the grievance or render a decision in writing within ten (10) days after the grievance has been filed.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be filed by the aggrieved with the Department Head or his designee within five (5) days.

2. The Department Head, or his designee, shall have ten (10) days to file a written answer to the grievance.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two and the grievance involves an alleged violation of this Addendum only, then within ten (10) days following the determination of the Department Head, or his designee, the aggrieved shall submit the written grievance to the Library Director, or his designee.

2. The Library Director, or his designee, shall hold a hearing on such grievance within twenty (20) days after submission and

Grievance Procedure (continued)

shall have ten (10) days thereafter to render a written decision.

Step Four:

1. In the event the grievance has not been satisfactorily resolved at Step Three to the satisfaction of the aggrieved party, it shall be submitted to the Library Board for their hearing at their next regularly scheduled meeting. A decision shall be rendered by the Board in writing within ten (10) days of that meeting. Said time limit shall be extended by consent of both parties.

Step Five:

If the grievance is not resolved to the satisfaction of the aggrieved at Step Four, the aggrieved's remedy shall be action with one of the following: The Civil Service Commission, the Public Employment Relations Commission or such other judicial or legal remedies which may be available.

C. Library Grievances

1. The Library may institute action under the provision of this Section within ten (10) days after the event giving rise to the grievance has occurred.

2. Such grievance shall be in writing and filed directly with the Association and an earnest effort shall be made to settle the differences between the Library and the Association.

3. If such grievance is not resolved, the Library's remedy shall be action before one of the following: The Civil Service Commission, the Public Employment Relations Commission or such other judicial or legal remedies which may be available.

Grievance Procedure (continued)

D. Miscellaneous

1. Grievance conferences and hearings shall be held at the Library (Main or Allwood). A representative from the Association and up to two (2) witnesses whose presence is required to resolve a grievance shall be released from work without loss of regular straight time pay for the purpose of participation in such a grievance resolution.

SECTION IV

DUES CHECK-OFF

See Article IV in City/CCEA Agreement

SECTION V

MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Addendum by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing rights:

1. Carry out the statutory mandate and goals assigned to a Library utilizing personnel, methods and means in the most appropriate and efficient manner possible.

2. Manage employees of the Library, to hire, promote, transfer, assign or retain employees in positions within the Library and in that regard to establish reasonable work rules.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Library, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Addendum and then only to the extent such specific and express terms thereof are in conformance with the constitution and laws of the State of New Jersey and of the United States.

Management Rights (continued)

C. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibilities, and authority, under any other national, state, county or local laws or ordinances.

SECTION VI

TRAVEL WITH PERSONAL VEHICLE

Employees covered under this Addendum will not be required or authorized to use personal vehicles for Library business.

SECTION VII

VACANCIES

A. The Library shall, in the case of all budgeted job vacancies post a notice wherever notices of general applicability are posted at the Main Library, the Allwood Branch and City Hall, stating the title and salary of the available position and the Department in which the vacancy occurs.

B. The filling of job vacancies is recognized as a managerial prerogative and not subject to the terms of this Addendum. However, when a vacancy is filled, it shall be filled pursuant to existing Civil Service Rules and Regulations.

C. The Library in its sole discretion may increase or decrease the work force and fill or leave unfilled existing job vacancies. In addition, the Library may also at its discretion add to or abolish positions.

SECTION VIII
HOSPITALIZATION AND INSURANCE

See Article IX in City/CCEA Agreement

SECTION IX

SICK LEAVE AND TERMINAL LEAVE

A. During the first year of employment, employees will earn one (1) sick leave day for each month worked. During the second year of employment and each year thereafter, employees will earn one and one-quarter (1 1/4) days sick leave for each month worked. Commencing January 1, following the completion of five (5) years of service, an employee will be credited with fifteen (15) days of sick leave on January 1, although such days may not yet have been earned for the year. In the event the employee leaves the service of the Library for any reason thereafter, the employee will reimburse the Library for any such credited and used, although not earned, days. This subparagraph shall be effective January 1, 1981.

B. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness. In any event, however, the Library may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

C. For each employee sick leave days shall be deemed to accumulate from year to year if not used and calculated from that employee's date of employment.

D. Any leave taken in accordance with Section X, Leaves of Absence, shall utilize any sick days accumulated pursuant to Paragraphs "A" and "C" of this Section.

Section IX - Sick Leave and Terminal
Leave (Continued):

E. During the term of this Addendum, any employee who shall commence terminal leave on or after January 1, 1980, as provided herein, which terminal leave shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50%) per cent of the sick days earned but not taken upon the condition that he elects an "ordinary service retirement" benefit pursuant to the then existing New Jersey Statute. The terminal leave benefit due any employee may be paid to said employee in either of the two (2) following manners which may be selected by said retiring employee.

1. The total salary due such employee for such terminal leave paid in equal bi-weekly installments as shown and authorized by the Library's regular payroll as proof for payment during the period of such terminal leave.

2. A lump sum payment option as follows:

a. Initial payment in the year in which the employee retires will be limited to the total salary funds available in the municipal budget during the retirement year. The balance, if any, to be paid within sixty (60) days after the adoption of the municipal budget in the year following the year of retirement.

3. Upon selection of a lump sum payment, the retiring employee waives any rights to benefits which may have been or will be negotiated during the year in which he retires. Thus there will be no "pyramiding of benefits".

SECTION X
LEAVES OF ABSENCE

A. In the event a covered employee is disabled either through injury or illness which is not as a result of or arising from employment, and such injury or illness is certified as such by a Library physician, such employee may be granted by the Library, a special leave of absence without pay for such period of time as the Library physician shall certify is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.

B. Such special leave of absence without pay shall not be continued for a period of more than three (3) months from the date of commencement of such injury or illness.

C. Not more than three (3) additional consecutive leaves of absence without pay, not exceeding three (3) months each, may be granted, by the Library, to such employee; provided that, prior to the granting of each additional leave of absence the Library physician shall certify that the additional leave of absence is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.

D. In the event the Library physician, based upon a medical doctor's written report, as well as his own written analysis, does not certify that the injury or illness, for which a leave of absence is sought, can be healed or cured within one (1) year of the date of occurrence of such injury or illness, no leave of absence whatsoever may be granted under this regulation..

E. Non-medical leaves of absence may be granted in accordance with the then existing Civil Service Rules and Regulations.

SECTION XI
BEREAVEMENT LEAVE

A. Death in Immediate Family

1. Employees covered by this Addendum shall be granted a leave of absence without loss of regular pay, for a death in the immediate family for a period not to exceed three (3) consecutive calendar days, one of which shall be either the day of death or the day of the funeral of the deceased.

2. The immediate family, for the purposes of this Section, is defined as spouse, parent, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, grandchild, or any other relative residing in the employee's household.

B. Death in Non-Immediate Family

Employees covered by this Addendum shall be granted a leave of absence without loss of regular pay for a death in the non-immediate family for the day of the funeral.

C. Reasonable verification of the death may be required by the Library.

D. It is the intention of this Section that an employee will suffer no loss of regular pay for the time period specified above. In the event, however, the employee is already receiving payment in the form of vacation pay or other compensation from the Library, bereavement leave will not be granted.

SECTION XII
PERSONAL DAYS

A. Employees covered under this Addendum shall receive two (2) personal days without loss of pay during each year of this Addendum.

B. All personal days must be requested in writing at least one (1) week in advance except in cases of extreme emergency.

C. Personal days may not be utilized in connection with vacation leave.

D. Personal days not taken by an employee will accumulate from year to year.

SECTION XIII

HOLIDAYS

A. The following holidays shall be paid holidays to all employees covered under this Addendum:

New Year's Day

Dr. Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Armistice Day

Thanksgiving Day

Day after Thanksgiving

Christmas

B. To be eligible for holiday pay, an employee must work both the day before and the day after the holiday or be on an excused absence.

C. Employees shall be entitled to one (1) additional day of vacation for each paid holiday which occurs during such employee's vacation.

D. During the period of time that the Library is utilizing its winter schedule hours, i.e. Saturday hours, holidays noted in paragraph "A" above which may fall on a Saturday, shall be celebrated on that particular Saturday, and employees who are not scheduled to work on that day shall receive a compensating day which must be taken within two (2) weeks. During that period of time when the Library is utilizing summer hours, i.e. not open on Saturdays, any holidays

Section XIII - Holidays (Continued)

noted in paragraph "A" aforementioned that fall on a Saturday will be celebrated on the preceding Friday.

Those holidays noted in paragraph "A" aforementioned which fall on Sunday will be celebrated on the succeeding Monday.

SECTION XIV

VACATIONS

See Article XV in City/CCEA Agreement

SECTION XV

SALARIES

See Article XVI in City/CCEA Agreement

SECTION XVI

LONGEVITY

A. In addition to the salary noted in Section XIV, longevity pay will be paid as follows, as determined by employment anniversary date:

	<u>Per Cent of Base Salary Per Annum</u>
After five (5) years of service to tenth (10th) year inclusive	2 1/2
From eleventh (11th) year to fifteenth (15th) year inclusive	5
From sixteenth (16th) year to twentieth (20) year inclusive	7 1/2
From twenty-first (21st) year to twenty-fifty (25th) year inclusive	10
From twenty-sixth (26th) year and thereafter	12 1/2

B. If an employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for purposes of this Section shall be deemed to be January 1st of that year. When an employee's starting date falls between July 1st and December 31st inclusive, of a given year, his anniversary date for purposes of this Section shall be deemed to be July 1st of that year. This paragraph shall apply prospectively from January 1st, 1980 only, and there shall be no calculation back from that date, nor any retroactive payments.

SECTION XVII
EMERGENCY PAY

See Article XVIII in City/CCEA Agreement

SECTION XVIII
HOURS OF WORK

A. Work Week

1. The official work week is established at thirty-five (35) hours per week.

B. Schedules

1. In view of the fact that the Library is open to the public five (5) days per week from 10 AM to 9 PM and on Saturdays from 9 AM to 4 PM, the scheduling of employees to meet this commitment to public service shall remain the prerogative of the Library. All rules relating to time and hours of work shall be established by the Library.

C. Overtime

1. The Building Maintenance Staff will be compensated at a rate of pay which will be time and one half (1 1/2) for all work in excess of thirty-five (35) hours per week.

2. All other Staff members will receive compensatory time at the rate of time and one half (1 1/2) for all work in excess of thirty five (35) hours per week.

SECTION XIX
CLOTHING ALLOWANCE

A. The Library will provide uniforms for employees engaged in maintenance and for the bookmobile driver as follows:

One (1) winter jacket, two (2) pairs of winter trousers, two (2) pairs of summer trousers and three (3) long sleeve shirts.

B. Employees will sign a receipt for such uniforms on forms provided by the Library.

SECTION XX

TUITION REIMBURSEMENT

A. Whenever an employee covered under this Addendum is required by the Library (in accordance with City, State or Federal Regulations) to attend a course of instruction for utilization in his employment, the Library will reimburse such employee for the required tuition.

B. Tuition reimbursement will not apply to Library employees who are completing the Masters of Library Science program, and who are employees in the titles of Library Intern or Library Trainee.

SECTION XXI
TEMPORARY ASSIGNMENTS

See Article XXII in City/CCEA Agreement

SECTION XXII

DEATH BENEFITS

See Article XXIII in City/CCEA Agreement

SECTION XXIII
PERSONNEL FILES

A. The employer agrees to permit each employee an examination of his or her personnel file twice during each calendar year upon written prior request by the employee. Each inspection shall take place in a private location provided by the employer at reasonable hours during the day.

B. The employer may require that such inspection and examination take place in the presence of an employer designated agent, and the employee may have a third party present during such inspection.

C. No document shall be inserted in any employee's personnel file which has not been signed and dated with the date of insertion by the person inserting same in the file.

D. The employee shall be permitted to copy all documents contained in his personnel file, but shall be subject to the usual Library charge for the copying of such documents.

SECTION XXIV

EQUIPMENT

A. All motor vehicles used by employees covered under this Addendum shall be maintained by the Library in a safe and properly serviced condition in accordance with State Law.

B. The Library shall provide safety equipment for all employees performing assignments requiring such equipment.

SECTION XXV

AGENCY SHOP

See Article XXVI in City/CCEA Agreement

SECTION XXVI

SEPARABILITY AND SAVINGS

A. If any provision of this Addendum or any application of this Addendum to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

SECTION XXVII

COMPLETENESS OF AGREEMENT

A. This Addendum represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the terms of this Addendum, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Addendum and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Addendum.

C. This Addendum shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by all parties.

SECTION XXVIII

TERM AND RENEWAL

A. This Addendum shall be in full force and effect as of January 1, 1980 through December 31, 1982. However, only those items which are specifically agreed upon as such shall be retroactive to January 1, 1980, namely, Section VIII Hospitalization and Insurance (Excluding B); Section IX Sick Leave and Terminal Leave (paragraph E only); Section XII Personal Days; Section XV Salaries; Section XVI Longevity, and Section XIX Clothing Allowance.

B. This Addendum shall continue in full force and effect from year to year thereafter unless either party gives notice to the other in writing pursuant to the statutory requirements of the New Jersey Employer-Employee Relations Act of a desire to change, modify or terminate this Addendum.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this 13th day of May, 1981.

CLIFTON CITY EMPLOYEES ASSOCIATION

CITY OF CLIFTON
PASSAIC COUNTY, NEW JERSEY

William A. Decker
Mary A. Lopez
John W. Conner

By: Donald Zuber

NEGOTIATING COMMITTEE:

William A. Decker
John W. Conner
Joseph W. Klein
Frank Lombardi

ATTEST: Patricia J. [Signature]

BOARD OF LIBRARY TRUSTEES

Mary Ann Maloney
PRESIDENT
ATTEST: Donald Zuber
Acting SECRETARY

ADDENDUM TO

CITY/CCEA AGREEMENT

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B. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness. In any event, however, the Library may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

C. For each employee sick leave days shall be deemed to accumulate from year to year if not used and calculated from that employee's date of employment.

D. Any leave taken in accordance with Section X, Leaves of Absence, shall utilize any sick days accumulated pursuant to Paragraphs "A" and "C" of this Section.

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1. The total salary due such employee for such terminal leave paid in equal bi-weekly installments as shown and authorized by the Library's regular payroll as proof for payment during the period of such terminal leave.

2. A lump sum payment option as follows:

a. Initial payment in the year in which the employee retires will be limited to the total salary funds available in the municipal budget during the retirement year. The balance, if any, to be paid within sixty (60) days after the adoption of the municipal budget in the year following the year of retirement.

3. Upon selection of a lump sum payment, the retiring employee waives any rights to benefits which may have been or will be negotiated during the year in which he retires. Thus there will be no "pyramiding of benefits".

SECTION X
LEAVES OF ABSENCE

A. In the event a covered employee is disabled either through injury or illness which is not as a result of or arising from employment, and such injury or illness is certified as such by a Library physician, such employee may be granted by the Library, a special leave of absence without pay for such period of time as the Library physician shall certify is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.

B. Such special leave of absence without pay shall not be continued for a period of more than three (3) months from the date of commencement of such injury or illness.

C. Not more than three (3) additional consecutive leaves of absence without pay, not exceeding three (3) months each, may be granted, by the Library, to such employee; provided that, prior to the granting of each additional leave of absence the Library physician shall certify that the additional leave of absence is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.

D. In the event the Library physician, based upon a medical doctor's written report, as well as his own written analysis, does not certify that the injury or illness, for which a leave of absence is sought, can be healed or cured within one (1) year of the date of occurrence of such injury or illness, no leave of absence whatsoever may be granted under this regulation..

E. Non-medical leaves of absence may be granted in accordance with the then existing Civil Service Rules and Regulations.

SECTION XI
BEREAVEMENT LEAVE

A. Death in Immediate Family

1. Employees covered by this Addendum shall be granted a leave of absence without loss of regular pay, for a death in the immediate family for a period not to exceed three (3) consecutive calendar days, one of which shall be either the day of death or the day of the funeral of the deceased.

2. The immediate family, for the purposes of this Section, is defined as spouse, parent, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, grandchild, or any other relative residing in the employee's household.

B. Death in Non-Immediate Family

Employees covered by this Addendum shall be granted a leave of absence without loss of regular pay for a death in the non-immediate family for the day of the funeral.

C. Reasonable verification of the death may be required by the Library.

D. It is the intention of this Section that an employee will suffer no loss of regular pay for the time period specified above. In the event, however, the employee is already receiving payment in the form of vacation pay or other compensation from the Library, bereavement leave will not be granted.

SECTION XII
PERSONAL DAYS

A. Employees covered under this Addendum shall receive two (2) personal days without loss of pay during each year of this Addendum.

B. All personal days must be requested in writing at least one (1) week in advance except in cases of extreme emergency.

C. Personal days may not be utilized in connection with vacation leave.

D. Personal days not taken by an employee will accumulate from year to year.

SECTION XIII

HOLIDAYS

A. The following holiday shall be paid holidays to all employees covered under this Addendum:

New Year's Day
Dr. Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Armistice Day
Thanksgiving Day
Day after Thanksgiving
Christmas

B. To be eligible for holiday pay, an employee must work both the day before and the day after the holiday or be on an excused absence.

C. Employees shall be entitled to one (1) additional day of vacation for each paid holiday which occurs during such employee's vacation.

D. During the period of time that the Library is utilizing its winter schedule hours, i.e. Saturday hours, holidays noted in paragraph "A" above which may fall on a Saturday, shall be celebrated on that particular Saturday, and employees who are not scheduled to work on that day shall receive a compensating day which must be taken within two (2) weeks. During that period of time when the Library is utilizing summer hours, i.e. not open on Saturdays, any holidays

Section XIII - Holidays (Continued)

noted in paragraph "A" aforementioned that fall on a Saturday will be celebrated on the preceding Friday.

Those holidays noted in paragraph "A" aforementioned which fall on Sunday will be celebrated on the succeeding Monday.

SECTION XIV

VACATIONS

See Article XV in City/CCEA Agreement

SECTION XV.

SALARIES

See Article XVI in City/CCEA Agreement

SECTION XVI

LONGEVITY

A. In addition to the salary noted in Section XIV, longevity pay will be paid as follows, as determined by employment anniversary date:

	<u>Per Cent of Base Salary Per Annum</u>
After five (5) years of service to tenth (10th) year inclusive	2 1/2
From eleventh (11th) year to fifteenth (15th) year inclusive	5
From sixteenth (16th) year to twentieth (20) year inclusive	7 1/2
From twenty-first (21st) year to twenty-fifth (25th) year inclusive	10
From twenty-sixth (26th) year and thereafter	12 1/2

B. If an employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for purposes of this Section shall be deemed to be January 1st of that year. When an employee's starting date falls between July 1st and December 31st inclusive, of a given year, his anniversary date for purposes of this Section shall be deemed to be July 1st of that year. This paragraph shall apply prospectively from January 1st, 1980 only, and there shall be no calculation back from that date, nor any retroactive payments.

SECTION VII
EMERGENCY PAY

See Article XVIII in City/CCEA Agreement

SECTION XVIII

HOURS OF WORK

A. Work Week

1. The official work week is established at thirty-five (35) hours per week.

B. Schedules

1. In view of the fact that the Library is open to the public five (5) days per week from 10 AM to 9 PM and on Saturdays from 9 AM to 4 PM, the scheduling of employees to meet this commitment to public service shall remain the prerogative of the Library. All rules relating to time and hours of work shall be established by the Library.

C. Overtime

1. The Building Maintenance Staff will be compensated at a rate of pay which will be time and one half (1 1/2) for all work in excess of thirty-five (35) hours per week.

2. All other Staff members will receive compensatory time at the rate of time and one half (1 1/2) for all work in excess of thirty five (35) hours per week.

SECTION XIX
CLOTHING ALLOWANCE

A. The Library will provide uniforms for employees engaged in maintenance and for the bookmobile driver as follows:

One (1) winter jacket, two (2) pairs of winter trousers, two (2) pairs of summer trousers and three (3) long sleeve shirts.

B. Employees will sign a receipt for such uniforms on forms provided by the Library.

SECTION XX

TUITION REIMBURSEMENT

A. Whenever an employee covered under this Addendum is required by the Library (in accordance with City, State or Federal Regulations) to attend a course of instruction for utilization in his employment, the Library will reimburse such employee for the required tuition.

B. Tuition reimbursement will not apply to Library employees who are completing the Masters of Library Science program, and who are employees in the titles of Library Intern or Library Trainee.

SECTION XXI
TEMPORARY ASSIGNMENTS

See Article XXII in City/CCEA Agreement

SECTION XXII

DEATH BENEFITS

See Article XXIII in City/CCEA Agreement

SECTION XXIII
PERSONNEL FILES

A. The employer agrees to permit each employee an examination of his or her personnel file twice during each calendar year upon written prior request by the employee. Each inspection shall take place in a private location provided by the employer at reasonable hours during the day.

B. The employer may require that such inspection and examination take place in the presence of an employer designated agent, and the employee may have a third party present during such inspection.

C. No document shall be inserted in any employee's personnel file which has not been signed and dated with the date of insertion by the person inserting same in the file.

D. The employee shall be permitted to copy all documents contained in his personnel file, but shall be subject to the usual Library charge for the copying of such documents.

SECTION XXIV

EQUIPMENT

A. All motor vehicles used by employees covered under this Addendum shall be maintained by the Library in a safe and properly serviced condition in accordance with State Law.

B. The Library shall provide safety equipment for all employees performing assignments requiring such equipment.

SECTION XXV

AGENCY SHOP

See Article XXVI in City/CCEA Agreement

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SECTION XXVI

SEPARABILITY AND SAVINGS

A. If any provision of this Addendum or any application of this Addendum to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

SECTION XXVII

COMPLETENESS OF AGREEMENT

A. This Addendum represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the terms of this Addendum, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Addendum and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Addendum.

C. This Addendum shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by all parties.