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AGREEMENT between the

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

and

MAPLEWOOD MEMORIAL LIBRARY of Maplewood, N.J.

Essex County

LIBRARY  
Institute of Management and  
Labor Relations

APR 8 1977

RUTGERS UNIVERSITY

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THIS AGREEMENT Made this 22<sup>ND</sup> day of February, 1977

between the Trustees of the Maplewood Memorial Library, hereinafter referred to as the "Employer"; and

The Communications Workers of America AFL-CIO, hereinafter referred to as the "Union";

W I T N E S S E T H :

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, and the establishment of an equitable procedure for the resolution of differences and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I. RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Supervising Librarians, Senior Librarians, Junior Librarians, Para Professionals, Supervising Library Assistants and Junior Library Assistants, and Senior Library Assistants.

2. Unless otherwise indicated, the term "employees" when used in this Agreement refer to all persons represented by the Union in the above defined negotiating unit.

ARTICLE II. DUES CHECKOFF AND INDEMNIFICATION

1. Upon receipt of proper written authorization fr

employee that there has been as to them a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or of policies, or disciplinary action.

C. A "grievant" is an employee who files a grievance.

D. "Representative" is a person or agent designated to represent either party in this procedure.

E. "Day" means a calendar day.

## 2. Procedures.

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

C. Formal grievances and appeals shall be filed in writing.

D. Communications and decisions concerning grievances shall be in writing.

E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Employer.

G. Failure by the Employer to issue a decision within the specified time limit shall render the grievance advanced to the next level.

### 3. Processing.

A. Time Limit - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

#### B. Step 1

The grievant and their representative shall present a written statement of the alleged grievance to the Library Director or his designee. The grievant must file the written grievance within ten(10) calendar days of the occurrence of the grievance. The Library Director will review the grievance and investigate the facts and submit a written answer to the grievant within seven(7) calendar days of the submission date on the grievance form.

#### C. Step 2.

If the grievant is dissatisfied with the answers submitted by the Library Director, the grievant and their representative may appeal the answer of the immediate supervisor within seven (7) calendar days after receipt of the written answer at the first step of the process by the grievant. The employee will request that the Board of Trustees of the Employer schedule a hearing before the Board of Trustees of the Employer. The hearing shall be scheduled within seven (7) calendar days after receipt of the grievance appeal from the Library Director's decision at Step 1 of the process. The hearing granted by the Employer will take place within thirtyfive(35) calendar days after the scheduled date is submitted to the grievant.

#### D. Step 3

If the grievant is still dissatisfied with

the answer received from the Board of Trustees of the Employer

1. Within twenty (20) days of the decision of the Employer's Board of Trustees, a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement.

2. Within ten (10) days of such notice of going to arbitration the parties shall meet to select an arbitrator from a panel of the Public Employees Relations Commission.

3. Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing, and shall conduct such hearing.

4. The arbitrator's decision shall be binding on all parties to the grievance.

5. The cost of the services of the arbitrator shall be shared equally by the parties of interest. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.

6. The arbitrator shall not have the power to alter, amend, or revise any provision of this Agreement.

7. General Provisions

a. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

b. The filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operation of any of Library's agencies.

c. All records of grievance processing shall be filed separately.

d. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Union and the Library Director will distribute the forms as they are required.

e. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

f. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Library's premises.

g. The Library agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative who is an employee of the Library throughout the grievance procedure.

h. Saturdays, Sundays, and holidays as identified in this Agreement shall not be considered working days in computing the time of the foregoing.

i. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose

pay for time spent during their regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.

j. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

k. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

8. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly or salary rate of pay negotiated between the parties, (e) would require an arbitrator to consider, rule on, or decide any of the following: (i) the level, title, or other designation of an employee's job classification, except as modified by the written provisions of this Agreement, or (ii) the right of management



to assign or reassign work: (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

#### ARTICLE IV. SALARIES

All employees listed on Schedule "A" shall receive a four(4%)percent salary increase for the calendar year 1975 based on their salaries as of December 31, 1974.

The employees listed on Schedule "B" shall receive a four(4%)percent salary increase based on their December 31, 1975 salaries for the period commencing January 1, 1976 and ending June 30, 1976.

They shall, in addition, receive a salary increase for the period commencing July 1, 1976 and terminating December 31, 1976 of eight(8%)percent of their salaries received by them as of December 31, 1975.

The employees shown on Schedule "C" shall for the year commencing January 1, 1977 and terminating December 31, 1977, receive a six(6%)percent increase based on their salaries as of December 31, 1976.

#### ARTICLE V. HOSPITALIZATION

All employees, if they so request, shall be enrolled in the New Jersey Public and School Employees Health Benefits Act Plan of Blue Cross and Blue Shield Major Medical Series 750.

There shall be no change in the Group Hospitalization Medical Plan, or any type of medical plan now furnished to the employees by the Employer, except in the case of a new plan that is its equivalent or better.

ARTICLE VI. HOLIDAYS

The present legal holiday schedule in effect consisting of twelve (12) holidays and hereinafter set forth shall be continued:

New Years' Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
General Election Day  
Thanksgiving Day  
Christmas Day

ARTICLE VII. VACATIONS

Any employee hired by July 1st and who continues their employment through June 30th of the ensuing year shall be entitled to vacation of 23 paid work days. Said vacation shall be taken after July 1st of the year following said employment except by special permission of the Director.

Any employee who is hired after July 1st, shall be entitled to one(1)day of paid vacation for each month worked up to July 1st of the ensuing year.

All employees on leave of absence without pay shall not accrue any vacation time during the period of leave.

When an employee terminates employment, the Employer

shall have the option to pay the employee for the vacation period earned or in lieu thereof, to give the employee time off with pay.

All vacation schedules shall be approved by the Library Director.

#### ARTICLE VIII. LEAVE OF ABSENCE

Employees may be granted a six(6) months' leave of absence without pay. Any request for a leave of absence shall be submitted five(5) weeks in advance in writing by the employee to the Library Director. The request shall indicate the starting date of the leave of absence, the length of time requested and the reasons therefor.

Authorizations for a leave of absence shall be granted to the employee by the Library Director in writing and the request shall be answered within the five(5) week period. Employees shall be returned to the job classification they held at the time the leave of absence was approved. Requests for leave of absences shall not be unreasonably denied.

#### ARTICLE IX. SICK LEAVE

Employees shall earn sick leave at the rate of one and one quarter( $1\frac{1}{4}$ ) days for each month of service for full time employees and proportionate amounts for part time employees.

Sick leave may be used by the employee and the same shall be included for the care and attendance of a sick member of an immediate family. This leave shall be limited to five(5) days and shall be charged against the allowable sick leave time of the employee. Whenever an employee is injured, ill or dis-

abled other than in the line of duty, the Employer shall grant the employee a leave of absence which shall not exceed sixty(60) days.

Employees shall be allowed to accumulate a maximum of sixty(60) days of sick leave. The Employer may require a Doctor's certificate after a three-day absence.

ARTICLE X. MATERNITY LEAVE

Maternity leave may be granted at the request of an employee who is pregnant. Earned, unused sick leave may be used at the employee's request to cover any portion of such absence. Maternity leave shall not exceed one(1) year.

ARTICLE XI. PERSONAL LEAVE

All employees shall be entitled to three(3) personal leave days each year, which shall be non-cumulative. Arrangements for such leave must be made by the employee at least three (3) work days in advance of the requested leave, except in case of emergency, said emergency to be determined by the Library Director. Personal leave shall be granted with full pay.

ARTICLE XII. FUNERAL LEAVE

A. A regular full time employee shall be excused from work because of death in their immediate family, as defined hereafter and shall be paid the regular rate of pay for the scheduled working day not to exceed the three(3) calendar days missed during the first seventy-two(72) hours following the death. Two(2) additional days may be granted upon request with the Director's approval. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law or

mother-in-law, grandfather or grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law. The employee must notify the Director of the absence in advance and not later than the time that they are scheduled to report for duty.

ARTICLE XIII. UNION LEAVE.

Members of the Union who are elected or designated by the Union to attend any meeting or education conference of the Union or other group with which it is affiliated, shall be granted the necessary time off without loss of pay, provided that notification is given to the Director in writing by the Union at least one(1) week in advance, and provided that such request does not exceed five(5) work days per year in the aggregate for all members. Only one member shall be absent at a time.

ARTICLE XIV. SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Employer computed from the last day of hire. Employee shall be credited for a full year of service in determining seniority for every year of service in which they maintain twenty(20) hours or more of work per week. The Employer agrees to consider employees from lower rated job titles in filling all vacancies which may occur. In all instances, employees to be promoted must possess the skill, ability and knowledge to perform the duties required for promotion.

If the Employer decides to reduce the number of employees in any particular job group, the employee or employees

with the least seniority shall be laid off first.

In the event of a lay off, the employee or employees to be laid off should be given at least thirty(30) days notice prior to the date of lay off.

Employees shall be recalled for work from lay off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work.

ARTICLE XV. LONGEVITY

Longevity shall be paid to all employees so entitled, in two(2) equal payments, one in June and one in December in accordance with the following scale:

Percentage	Year of Service
2% Longevity inc.	after 5 yrs.
4% Longevity inc.	after 10 yrs.
6% Longevity inc.	after 15 yrs.
8% Longevity inc.	after 20 yrs.
10% Longevity inc.	after 25 yrs.

ARTICLE XVI. JOB GROUP

In the event an employee is assigned to perform work in a job classification higher than their job group for a period in excess of two(2) weeks, consecutive, or ten(10) consecutive work days, the employee shall be paid at the lowest salary in effect for the job group of the wage scale of the work which they are performing. The higher rate of pay shall not apply whenever an employee is filling in for another employee who is on vacation.

ARTICLE XVII. NON-DISCRIMINATION CLAUSE

The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to age, sex, marital status, race, color, creed,

national origin, union membership, union activity or political affiliation.

ARTICLE XVIII. WORK ENVIRONMENT

The Employer shall continue to provide healthful working conditions for the employees by providing proper heating in the winter and air conditioning in the summer.

ARTICLE XIX. EVALUATION CLAUSE

The Employer agrees to review the job performance of each employee at least once a year with each employee and maintain a written record thereof, and supply the employee with a copy.

ARTICLE XX. PROBATIONARY EMPLOYEES

Any employee shall remain probationary until after completion of ninety(90) calendar days of service from the date of the last hiring. They shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Employer. Discharges during the probationary period shall not be subject to the grievance procedures.

ARTICLE XXI. HOURS OF WORK

All present employees shall continue for the duration of this contract to be on work schedules in which they shall not work less hours in the average work week than those hours which they are working at the time of the signing of this Agreement, except where employees are called upon to work less hours, no new employee shall be hired until those presently employed are restored to their original hours.

ARTICLE XXII. MANAGEMENT RIGHTS

It is recognized that the management of the Library, the control of its properties, and the maintenance of order and the efficiency are solely the responsibilities of the Employer. Accordingly, the Employer retains the following rights except as specifically provided in this Agreement including, but not limited to selection and direction of the employees; to hire, suspend or discharge for just cause; to make reasonable rules which shall not be inconsistent with this Agreement, to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duties because of lack of work, to decide on the number and location of facilities; to determine the work to be performed; amount of supervision necessary; to decide the staff, and scheduling, and the work assignments; the right to change or introduce processes and methods for the purpose of facility, efficiency and operation of the Library.

ARTICLE XXIII. FULLY BARGAINED CLAUSE

The foregoing constitutes the entire Agreement between the parties and shall supersede any and all Rules and Regulations in conflict therewith which were previously in effect. All other Rules and Regulations affecting conditions of work which were in effect at the time of signing of this Agreement shall remain in effect and are made part of this Agreement.

Nothing herein shall be construed to supersede any



decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

ARTICLE XXIV. SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV. RENEWAL CLAUSE

This Agreement shall become effective retroactive to January 1, 1975, and shall remain in full force and effect until December 31, 1977, and is the full and complete Agreement between the parties. This Agreement shall continue from year to year unless either party requests in writing ninety(90) days prior to its termination a modification or revision of the terms and conditions set forth.

IN WITNESS WHEREOF, the parties hereto set their respective signatures.

Employer  
Maplewood Memorial Library

By: Hubert J. Viersma

Union  
Communications Workers of  
America AFL-CIO

By: Edward A. Schuch Frank Ray  
William F. Matson  
Marion C. Beane

Schedule A

Gosner  
Nitchie

Adam  
Cotler  
Pribramska  
Satterfield

Corwin  
Hopper  
Saunders

Edward  
Fabrizio  
Fiske  
LaChance  
O'Beirne

Kirsteuer  
Matter  
Matrinec  
Matzen  
Megliola

Schedule B

Gosner  
Nitchie

Adam  
Cotler  
Pribramska  
Satterfield

Tomar

Corwin  
Edward  
Hopper  
Saunders

Fabrizio  
Fiske  
Kirsteuer  
LaChance  
O'Beirne

Cupoli  
Matter  
Matrinec  
Matzen  
Megliola

Schedule C

Gosner  
Nitchie

Adam  
Cotler  
Pribramska  
Satterfield

Corwin  
Hopper

Fabrizio  
Kirsteuer  
LaChance  
Matrinec  
Megliola  
O'Beirne

Cupoli  
Matter  
Matzen

the employee, the Employer shall deduct Union dues in the sum of \$6.00 per month or such other amount as may be certified by the Union to the Employer at least thirty(30)days prior to the month in which the deduction of Union dues is to be remitted by the Employer to the Union and shall remit the dues collected to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 "K" Street, N.W. Washington, D.C. 20006. Said remittances shall be made by the 15th day of the month following the calendar month in which such deductions are made together with a list of monies from whose salary such deductions were made. The Union agrees to indemnify and hold harmless the Employer, its officers and employees, from any causes of actions, claims, loss or damages incurred as a result of this Article.

2. All deductions under this Article shall be subject to revocation by the employees who executed such authorizations, upon giving written notice to that effect. Such notice shall be given to the Union and the Employer. The Employer shall thereafter cease withholding any monies under such checkoff authorization, in accordance with the applicable statutes.

### ARTICLE III. GRIEVANCE PROCEDURE

#### 1. Definition

##### A. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Employer and the Union.

B. A "grievance" shall mean a complaint by an