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AGREEMENT BETWEEN THE
TRENTON PUBLIC LIBRARY
TRENTON, NEW JERSEY
AND
LOCAL 2286, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL/CIO
2002-2006

PREAMBLE

This AGREEMENT is lawfully made and entered into this sixth day of November 1996 by and between:

THE TRENTON PUBLIC LIBRARY, TRENTON, NEW JERSEY herein referred to as "Library," and:

LOCAL 2286, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL/CIO, herein referred to as the "Union,"

WITNESS:

WHEREAS, the provisions of this Agreement shall become effective on January 1, 2002.

WHEREAS, the parties of this Agreement attest that they shall abide by all terms and provisions set forth below. It is the intention of both parties that this Agreement is to be construed within the framework of the policies enunciated in Chapter 123, of the Laws of 1968, N.J.S.A. 34:13A-5.3; and in harmony with the New Jersey Department of Personnel rules and regulations.

WHEREAS, the Union has presented proof that it represents a majority of the Library's employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3; and

WHEREAS, the Library and the Union have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment.

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

Section 1.01

The Library recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages hours and other conditions of employment for all employees in the classifications listed under Appendix A and by reference made a part of the Agreement and for such additional titles as the parties may later agree to include.

Section 1.02

The Library and the Union agree that they shall not interfere with the right of an employee to join the Union, if he/she desires, or refrain from Union membership, and the Library and the Union shall not discriminate against any employee because of his/her membership or non-membership in the Union.

ARTICLE II

MANAGEMENT OF LIBRARY'S AFFAIRS

Section 2.01

The employees recognize that areas of responsibility must be reserved to the Library to serve the public effectively. Therefore, the right to manage the affairs of the Library and to direct the working forces

and operations of the Library, subject to the limitations of this Agreement, is vested and retained by the Library exclusively.

Section 2.02

The management and the conduct of the business of the Library and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to designate into a job classification, assign, transfer and promote them, to discipline and order consistent with the Rules and Regulation of the New Jersey Department of Personnel. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III

DEDUCTION OF DUES

Section 3.01

Upon receipt of a lawfully executed written authorization from an employee, the Trenton Public Library agrees to deduct regular monthly Union dues of such employee from his/her paycheck and remit such deductions by the tenth (10) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union shall notify the Library in writing thirty (30) days prior to any change in such dues. The Union recognizes that the employee's dues authorization shall be in effect unless terminated by the employee upon written notice of withdrawal or by termination of his/her employment. The employee may file the notice of withdrawal in writing to the Library any time between July 1 and July 15 during the life of the Union Agreement.

Deduction per employee's request toward People's Program is approved per NJPL: 1981, chap. 345.

Section 3.02

Any employee in the bargaining unit on the effective date of this Agreement (January 1, 1982) who does not join the Union within thirty (30) 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 re-entry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic deduction. The representation fee shall be an amount equal to eighty-five (85%) of the regular 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 purpose 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.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision.

Part-time employees working ten (10) hours or less a week are exempt from paying the representation fee.

ARTICLE IV

PAY SCALES

Section 4.01

The pay scale during this contract shall be the following:

January 1, 2002	3.0%
January 1, 2003	3.0%
January 1, 2004:	3.0%
January 1, 2005	3.1%
January 1, 2006	3.1%

Section 4.02

Increments shall be granted in addition to the negotiated raise.
Increments will be earned on the basis of merit.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.01

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1

The aggrieved employee, with or without the union steward, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Union steward and the aggrieved employee within three (3) working days.

STEP 2

If the grievance has not been settled, it shall be presented, in writing, to the Director of the Library within five (5) working days after the supervisor's response is due. The Director shall conduct a hearing within five (5) working days after the receipt of the grievance. At this hearing, the aggrieved

employee may appear with the Union representative. The Director will render a decision, in writing, within three (3) working days after the conclusion of the hearing.

A Grievance Committee would be convened if an employee supervisor does not concur with grievant's position. After this Committee meets, their decision is sent to the Director within five (5) working days for review.

STEP 3

If the grievance still remains unsettled it shall be presented to the Library Board of Trustees, in writing, within five (5) working days after the response of the Director is due. The Board, or a Committee of the Board, shall conduct a hearing within ten (10) working days after the receipt of the appeal. At this hearing the aggrieved employee will appear with the Union representative and the President. The Board shall render a decision, in writing, within three (3) working days after the conclusion of the hearing.

STEP 4

If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Board of Trustees is due, by written notice to the Director of the Library proceed to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the New Jersey Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The Union shall strike the first name; the other party shall then strike one. The process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

ARTICLE VI

UNION STEWARDS AND UNION REPRESENTATION

Section 6.01

A written list of Union officials and stewards shall be furnished to the Library immediately after their designation. The Union shall notify the Library promptly of any changes of such Union stewards or officers.

Section 6.02

The recognized stewards shall be granted a reasonable amount of time during working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. A steward may not leave his/her work without obtaining permission of ones immediate supervisor, whose permission may not be unreasonably withheld.

Section 6.03

Representatives of the Union, who are not employees of the Library, shall be permitted to visit with employees during working hours for the purpose of discussing Union matters. Such representatives shall notify the Library Director or, in his/her absence, his designee before visiting with the employee.

ARTICLE VII

DISCRIMINATION

Section 7.01

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed or national origin. The Union shall share equally with the Library the responsibility for applying this provision of the Agreement.

Section 7.02

All references to employees in this Agreement designate both sexes. Whenever the male gender is used it shall be construed to include male and female employees.

Section 7.03

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 7.04

There shall be no discrimination between permanent or temporary employees in regard to any provision of this Agreement.

ARTICLE VIII

EMPLOYMENT SECURITY

Section 8.01

Neither the Library nor its agents shall take any summary disciplinary action against any employee, except where the employee refuses to act upon a direct working order, especially in cases where the supervisors' ability to carry out his/her job is severely questioned or endangered or except where violence, and/or health and safety of himself, or other employees may be involved.

Section 8.02

Any disciplinary action, either verbal or written shall be done in private meetings. At no time will an employee be subjected to verbal abuse in public.

Section 8.03

There shall be a three (3) day "cooling-off" period following the incident which may require disciplinary action, after which time the Employer shall serve on the employee and/or the Union a written notice of the intended disciplinary action and set the date of the hearing notifying the employee and the Union of the time and place.

ARTICLE IX

SENIORITY

Section 9.01

Seniority standing shall be granted to all employees.

Section 9.02

Employment seniority shall consist of accumulated employment, with the Library. Position or title seniority begins from the time the employee is certified to that Civil Service position or title by the New Jersey Department of Personnel.

Section 9.03

The agreed to seniority list shall be brought up to date on July 1 and January 1 of each year and posted on bulletin boards. Such lists shall contain dates of hire, employee's title, date of present appointment and number of vacation, sick and personal days earned and used and compensatory hours earned. A copy of all seniority lists shall be sent by mail to the President of the Union. The Library shall make every effort to insure that seniority lists are posted on bulletin boards no later than July 15 and January 15 of each year.

Section 9.04

On temporary appointments to higher titles, all other things being reasonably equal, seniority in title will prevail.

Section 9.05

Notice of all vacancies shall be posted on employee bulletin boards. Notice shall be posted for a period of five (5) working days. Newly created positions or vacancies are to be posted in the following manner: the type of work, place of work, rate of pay, hours of work and classification.

ARTICLE X

HOURS OF WORK

Section 10.01

The regular work week shall consist of thirty five (35) hours, exclusive of lunch and dinner hours.

Section 10.02

For all work performed after thirty five (35) hours, employees shall be granted 1 1/2 compensatory time off. Also, 1 1/2 time pay for all work performed after 40 hours or on the sixth paid day worked and double time for all hours worked on the seventh paid day worked.

Section 10.03

No compensatory time shall be authorized unless approved by the employee's supervisor. In granting the use of accrued compensatory time, reasonable requests shall be granted.

Section 10.04

If sufficient employees are not available for necessary overtime, after volunteers are requested by the supervisor according to seniority, then overtime will be assigned by the supervisor on the basis of least seniority until sufficient staff is available to the supervisor.

ARTICLE XI

WORK RULES

Section 11.01

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE XII

EMPLOYEE SAFETY & HEALTH

Section 12.01

The Employer shall, at all times, maintain safe and healthful working conditions and will provide employees with any necessary equipment and supplies needed in order to insure their safety and health. The Employer shall meet, upon request, to discuss matters of employee's health and safety.

Section 12.02

Two (2) rest periods per day shall be granted to all full-time employees during their work day. One (1) fifteen (15) minute rest period in the first half of the day; one(1) fifteen (15) minute rest period in the second half of the same day. One (1) fifteen (15) minute rest period per four (4) continuous hours worked shall be given to all part-time employees.

Section 12.03

All full-time employees shall be granted a one (1) hour lunch schedule per day.

Section 12.04

The Library will distribute the proper accident forms for use by its employees who are present at the time of an accident. A policy statement regarding accidents will be made available to employees.

Section 12.05

The Employer agrees to provide adequate air conditioning or ventilation for all departments and branches in the summer. If air conditioning fails to operate, with no chance of being fixed, and the inside temperature rises higher than 85 degrees, the employees assigned to the affected department or branch will be relocated to other places, assigned to those duties which they may perform out of the office, or shall be reassigned to another area.

The Employer agrees to provide heat in the winter. If the heating system fails to work and the temperature falls below 60 degrees, the employees assigned to the affected department or branch will be relocated to other places, assigned to those duties which they may perform out of the office, or shall be reassigned to another area.

Employees who cannot be relocated or assigned to duties appropriate to their titles in other departments may be released for the day, with pay.

Within one (1) hour after reaching the above mentioned temperatures, a decision must be reached by the Director or his/her representative to relocate or send employees home.

ARTICLE XIII

CLASSIFICATION AND JOB DESCRIPTIONS

Section 13.01

The classification for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of the Agreement.

Section 13.02

Employees who are assigned work of similar difficulty and responsibility, requiring similar skills shall be classified in the same position title and salary scale in accordance with the Rules and Regulations of the New Jersey Department of Personnel.

Section 13.03

Employees temporarily assigned to higher titles will be credited for each day worked and after a total of ten (10) days, the employee will then be paid the wages of the higher title. Employees working for ten (10) days straight will receive the higher salary after completion of these days. January 1 of each year will be the start for compiling of working out of title in a higher wage rate.

Section 13.04

If during the term of this Agreement the Employer finds that new job descriptions and/or classifications should be established or that changes would be made in existing job descriptions and/or classifications, the Library shall meet with the Union at least thirty (30) days prior to any such changes, and further, the Library agrees to meet prior to such changes with representatives of the Union to discuss the purpose and effect of any such changes in job descriptions and/or classifications.

Section 13.05

To provide incentives for advancement within the job titles as well as to highest job titles, the Library shall encourage employees to pursue formal courses of training or education and inservice training. For the former, flexibility in assignment of schedule in keeping with maintenance of high standards of Library service shall be observed. For the later, time spent in attendance of inservice training shall be considered part of the work schedule.

Section 13.06

When a promotional examination for a vacancy is scheduled by the New Jersey Department of Personnel, all staff members eligible for the examination shall be notified by the Library. For all newly created titles, the Union shall be notified and classification and salaries negotiated. Employees on authorized absence, during the full period of posting will be considered candidates.

ARTICLE XIV

SICK LEAVE

Section 14.01

The Employer shall grant the following sick leave for all full-time employees.

- a) Up to one (1) year of service: 1 1/4 days for each completed month.
- b) After one full calendar year of service: 15 days per year will be posted on January 1.

Section 14.02

The employee shall accumulate sick days from year to year indefinitely. Sick days may be converted to hours. Employees may use needed hours for doctor appointments or related health situations covered under sick leave.

Section 14.03

An employee who shall be absent on sick leave after three (3) consecutive working days may be required to submit medical evidence substantiating the illness.

Section 14.04

The employee, if absent for reasons that entitle him/her to sick leave, must notify his/her supervisor within a reasonable amount of time (usually at least 30 minutes) before one is scheduled to report for work.

Abuse of sick leave is defined, for purposes of this policy, as the taking of sick leave for reason other than illness of the employee or emergency attendance upon a sick member of his/her family.

Section 14.05

Sick leave for permanent, part-time personnel will be figured on a pro-rated basis.

Example:

Should an employee work 40 hours in a two week period. If full-time, the employee would work 70 hours in a two week period. To find the employee's sick time:

40 divided by 70 multiplied by ≈ 105 = 60 hours of sick time earned *7 hours X 15 days per year.

Section 14.06

A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his/her credit any earned or unused accumulation of sick time, shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000.

This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death or, as may be elected by the employee or heir, deferred for one year.

If an employee's accumulated sick leave plus sick leave used in the 12 months prior to retirement has a value exceeding the maximum under this plan, then the full value of days used in excess of fifteen (15) days in that twelve (12) month period will be subtracted from the payment at retirement.

ARTICLE XV

VACATIONS

Section 15.01

- A. Full-time professional staff shall be granted a 20 working day paid vacation per year; after 20 years, 22 days shall be granted. Up to one (1) year, 1 2/3's days for each month worked will be granted.
- B. Full-time non-professional staff will be granted vacation on the following schedule:
- | | |
|-----------------------------|----------------------|
| a. Up to one year | 1 day for each month |
| b. One year through 7 years | 15 days |
| c. 8 through 20 years | 20 days |
| d. After 20 years | 22 days |
- C. After one full calendar year of service, the appropriate time will be posted on succeeding January 1.

Section 15.02

The Library agrees to allow the employee to accumulate no more than two (2) years of vacation time; anything over two (2) year of accumulation must be approved, in writing, by the Director.

Section 15.03

The date of hire (*see Section 9.02*) shall have preference in determining when vacation time shall be taken. In computing vacation allowance, January 1 to December 31 shall be used.

Section 15.04

If a holiday shall fall while an employee is on vacation: One (1) day for each holiday shall be granted in addition to vacation time to the employee involved.

Section 15.05

Vacation for permanent part-time personnel will be calculated on a pro-rated basis.

Example:

Should an employee work 40 hours in a two week period. If full-time, the employee works 70 hours in a two (2) week period. To find the employee's vacation time, after one year: $40/70 \times 105 = 60$ hours of vacation leave may be earned in one year or 5 hours per month earned. $7 \text{ hours} \times 15 \text{ days}$ vacation per year.

Section 15.06

All employees who retire under the provision of the New Jersey Public Employees' Retirement System shall be paid for unused vacation time which they would have utilized during the year in which they retire.

ARTICLE XVI

HOLIDAY AND PERSONAL LEAVE DAYS

Section 16.01

The Employer agrees to provide (5) five personal days per year to every full-time employee for the duration of the contract. Permanent part-time employees will have their personal days pro-rated. Employees shall notify their supervisor in advance of the time they wish to take their personal days.

All employees, at retirement, shall be paid for all unused personal leave which they could have utilized during the year in which they retire.

Section 16.02

The paid holidays recognized and observed in this agreement are set forth in Appendix B.

Section 16.03

The Library agrees that when a holiday for the City is declared by the Mayor, Library employees shall have that day off.

Section 16.04

Holiday pay will apply to all employees. For Permanent part-time professional and non-professional employees it will be paid on the basis of the employee's regularly scheduled hours so that the individual is paid for his normally scheduled work week.

Section 17.01 Funeral

Employees shall be granted a leave with pay for a death in their immediate family. Immediate family is defined to include: spouse, mother, father, sister, brother, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative of the employees immediate household. The leave shall be from the day of death to the second working day after the day of burial. Employees shall be granted a one (1) day with pay for death of the employee's or spouse's aunt, uncle, niece or nephew. (This time is not chargeable.)

Because of the longer travel time, different laws and customs related to funerals, and the increased difficulty of verifying information, slightly different rules must be instituted for paid leave for employees attending funerals outside of the United States. Employees attending funerals of relatives outside the United States must follow all the same rules for attending funerals of relatives inside the

United States (including returning by the second working day after the burial and providing documentation of relationship and date of burial), as an added control, there shall be a maximum of ten (10) working days taken off (obviously, the paid leave would end sooner if the burial were immediately after death). No change in rules (i.e., no maximum number of days) is made for funerals held within the United States, which does include Puerto Rico.

The previous provision notwithstanding, the maximum amount of time for attending a funeral outside of the United States shall be ten (10) working days.

Section 17.02 **Sick Leave Without Pay**

Full-time and Permanent part-time employees may request, in writing, a leave of absence without pay while temporarily either mentally or physically unable to perform their duties. Such leave may be granted by the Employer for periods of six (6) months each but not to exceed a total of one (1) year.

Section 17.03 **Maternity**

A permanent employee, while on maternity leave, may use their earned and accumulated sick leave and an additional nine (9) months leave of absence without pay, when approved in writing by the Employer.

Section 17.04 **Union Convention**

Leave with pay will be granted to Union Officers or Delegates to Union Institutes, Education Conferences or Conventions upon written request from the Union for a total of fifteen (15) days per year. All unused time to be carried over from year to year but not to exceed a total of twenty (20) days in December 31 of each year.

Section 17.05 **Work Related Injury**

An employee with an injury resulting from the performance of duty shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such employee for disability leave shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) year from the date of injury.

Section 17.06 **Jury Duty**

Full-time and permanent part-time employees shall be granted a leave of absence with pay to serve on Jury Duty. Documentation for the Jury Duty notice and time served by the employee must be furnished to the Office for the employee's personal record.

Section 17.07 **Military Service**

Any employee who is a member of the reserve force of the United States or this State and who is ordered, by the appropriate authority, to attend a training program or perform other duties under the

supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity, not to exceed thirty (30) days in any calendar year.

Any employee who is drafted into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence, without pay, for the initial requirement period of military service.

Employees returning from authorized leaves of absence set forth above, shall be restored to their original classification at the (then appropriate) rate of pay with no loss of seniority or other employee rights.

Section 17.08

Professional staff who are members of a professional association shall be permitted to attend at least one meeting per year of each association with pay.

ARTICLE XVIII

HEALTH AND WELFARE

Section 18.01

The Library agrees to provide fully paid Blue Cross and Blue Shield Rider J as well as major medical coverage, or any new Blue Cross and Blue Shield plan which may be negotiated, or to provide equivalent or better health benefits coverage through a self-insurance program or independent carrier, as well as major medical coverage, or an amount equivalent for employees choosing the Health Maintenance Optional Plan, to every full-time employee and part-time employees working to a minimum of 20 hours per week.

Section 18.02

The Library agrees to provide retirement benefits in accord with applicable New Jersey Statutes.

Section 18.03

The Library, through the City, shall provide a \$5.00 deductible prescription plan for the employee and family.

The Library agrees to provide the same deductible prescription plan to all eligible pensioners and their dependents, who retire after 25 years of pension service or who leave on disability.

Section 18.04

Dental: The Library will provide a Dental Plan funded equally by itself and employee, through the City. Freedom of choice must be offered the employee in designating his/her own dentist, or provider under a prepaid contract arranged by the City.

Optical: The Library will provide an Optical Plan ; i.e. \$70.00 for single lens and \$75.00 for bifocals

Section 18.05 Sick Leave Bank

Effective January 1, 1992, a sick leave bank will be created.

Each employee who has been employed by the Library for two (2) years or more may contribute to the voluntary sick leave bank two (2) days per year. The Library will contribute 1/2 day for each day contributed by employees each year. Total sick leave bank accumulations shall not exceed 200 days. The Central Office shall maintain a record of contributions and withdrawals from the sick leave bank and forward a report to the Union at least twice a year. Participating employees may claim days from the bank only after all their personal sick leave, vacation, compensatory and personal ~~time is~~ *time is* exhausted. Claims may not be made against the bank for illness or injury resulting from a job connected condition which is being treated under a Worker's Compensation Claim. Child bearing is not considered to be an illness under the terms of this Agreement.

No employee may claim more than sixty (60) days from the bank during any calendar year. Once an employee has used a total of sixty (60) days during any twelve (12) month period, he/she is not eligible for further withdrawals from the bank for a period of twelve (12) months of continuous service. An employee may present a claim only in cases of absences which involve a minimum of five (5) consecutive working days after using all of his/her own accumulated leave time. No partial days may be claimed.

The sick leave bank committee shall consist of one person from the Library and one from the Union and one personally mutually agreed upon by both parties.

Upon presenting a claim to the sick leave bank, the employee or his designated representative must present a medical certificate signed by a licensed doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The Library reserves the right to employ its own doctor to render an independent judgment.

Section 18.06 Clothing Allowance

The Employer shall convey to every blue collar employee, and all appropriate employees on a replacement basis thereafter, the following:

Three summer shirts	One short jacket; One long jacket (winter)
Three summer pants	One pair of work shoes (as appropriate)
Two winter pants	Three tee shirts may be substituted for each summer shirt surveyed
Two winter shirts	

In addition, the Employer will provide blue collar employees, whose duties require that they work outdoors in the rain, foul weather gear, specifically, a rain suit consisting of jacket, pants, a rain hat and boots. Because of the longer life of these items, they will not be surveyed in the same manner as uniforms but will be replaced as needed. The foul weather gear is the property of the Employer and must be returned to the Employer at the time the employee terminates.

Section 19.01 Longevity

Effective January 1, 2001, the longevity shall be as follows:

- | | |
|---|---------|
| a. After five years of service | \$800 |
| b. After ten years of service | \$1,100 |
| c. After fifteen years of service | \$1,800 |
| d. After twenty years of service | \$2,100 |
| e. After twenty five years of service | \$2,400 |
| f. After thirty years of service | \$2,700 |
| g. After thirty years, \$300 will be added for every five years of service beyond the thirty years. | |

Section 19.02 Definitions

- A. Continuous Service: Uninterrupted employment service with the Trenton Public Library. Resignation, termination or layoffs, for economic reasons, for one (1) full year are considered breaks in service and are not counted in determining continuous service.
- B. Longevity: Extra pay for long service
- C. Unit of entitlement: For each five (5) years of continuous service, the employee receives one (1) unit of entitlement as noted in the Longevity plan; for ten (10) years of service, the employee receives two (2) units of entitlement; for fifteen (15) years of service, the employee receives three (3) units of entitlement, etc.
- D. Full-time Permanent Employee: Employee in the Classified Service on full-time employment certified by the New Jersey Department of Personnel.
- E. Full-time Temporary Employee: Employee either in the Classified or Unclassified service on full-time employment not certified by the New Jersey Department of Personnel.
- F. Part-time Permanent Employee: Employee who works less than full-time but is regularly scheduled to work an average of 40 or more hours per pay period.
- G. Part-time Temporary Employee: Employee who works an average of less than 40 hours per pay period and is paid only for hour worked.
- H. Seasonal employment: Employee of short duration, usually summer or fall.
- I. Layoff For Economy Reasons: Employee laid-off from a permanent position certified by the New Jersey Department of Personnel because of lack of funds to retain the position on the Library payroll.
- J. Termination: Employee released from employment for any of the following reasons:
- Discharge for disciplinary reasons.
 - End of seasonal employment
 - End of Temporary employment.

K. Resignation: Employee who voluntarily terminates employment.

L. Calendar Year: Period beginning January 1 and ending December 31 of any year.

Section 19.03

A. All full-time employees of the Trenton Public Library are eligible for longevity payments commensurate with years of continuous Library service. Part-time employees who come under the New Jersey Department of Personnel jurisdiction and pension program and who work a regular weekly schedule shall be entitled to longevity benefits on a pro-rated basis.

B. Employment service with the Trenton Public Library, ONLY, i.e. employment service with the City of Trenton, Board of Education, the Housing Authority or any other level of government is not counted for longevity benefits.

C. However, if seasonal employment is converted into regular employment without interruption, then this service will be counted toward continual service.

D. If, during a calendar year, an employee becomes eligible for longevity either for the first time or for subsequent units of entitlement, his/her payment will begin on the anniversary date.

E. Continuous service is defined as unbroken employment for the Trenton Public Library. Employees who quit or are terminated and then return to work are considered broken service employees and are entitled to be paid for unbroken service only. Employee's service is deemed broken service when he/she is continuously on involuntary layoff, for economy reasons, for a period exceeding one (1) year. Period of employee involuntary layoff for economy reasons of less than one (1) year continuously are not considered broken service periods and are counted in determining employee eligibility.

F. Employees who were on Leave of Absence to serve in the Armed Forces of the United States after attaining a permanent certified position plus military service, provided, however:

1. Employee was drafted and returned to work for the City within ninety (90) days of separation from the military service.

2. Employee enlisted to fulfill his/her military obligation and returned to work for the City within ninety (90) days of separation from the military service.

3. Employee who re enlists after being drafted or initial enlistment to fulfill ones military obligation, entitlement shall be determined by the Department of Administration after examining all circumstances at the time of re enlistment.

G. When a full-time employee (permanent status) terminates, he is eligible for full payment of longevity entitlement for the entire year even when he terminated prior to the year's end.

ARTICLE XX

STRIKES AND OTHER JOB ACTION

Section 20.01

The Union membership recognizes and acknowledges the existing law in the State of New Jersey including Chapter 303 relating to the rights of public employees to strike.

Section 20.02

The Union will not authorize or sanction any strike or job action during the term of this Agreement. In the event of a "wildcat strike" the Union will endeavor to secure a return of the strikers to work to the end that the dispute may be settled peaceable in accordance with the procedures set up herein.

ARTICLE XXI

**ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL
RULES AND REGULATIONS**

Section 21.01

The management and the conduct of the business of the Library and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to designate into job classification, assign, and promote them, to discipline order and efficiency consistent with the Rules and Regulations of the Department of Personnel and this Agreement. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of business, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such Rules and Regulations are subject to the grievance and arbitration provisions of this agreement.

ARTICLE XXII

APPLICABLE LAWS

Section 22.01

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.

ARTICLE XXIII

GENERAL PROVISIONS

Section 23.01

Bulletin Boards shall be made available by the Employer at each of the working locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non controversial nature.

Section 23.02

It is understood and agreed that if any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of the Agreement affected by such decisions.

Section 23.03

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.

Section 23.04

The Library shall make available to all present and future employees copies of this Agreement.

ARTICLE XXIV

TERMINATION

Section 24.01

This Agreement shall be effective as of the 1st day of January 2002 and shall remain in full force and effect until the 31st day of December 2002 . Negotiations shall begin no later than thirty (30) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and until the notice of termination in writing of this Agreement is provided to the other party.

Section 24.02

All benefits currently enjoyed by employees covered by this Agreement, shall continue in full force and effect during the life of the Agreement, except to the extent that they may be modified or improved by the specific provisions of the Agreement.

Trenton Public Library: Salary Schedule - Union 2002

Position	Increment	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Maintenance Worker	\$ 654	\$ 22,370	\$ 23,024	\$ 23,678	\$ 24,332	\$ 24,986	\$ 25,640	\$ 26,294
Building Service Foreman	\$ 865	\$ 29,165	\$ 30,031	\$ 30,896	\$ 31,761	\$ 32,626	\$ 33,491	\$ 34,357
Clerk Driver (hourly)	\$ 0.3224	\$ 11.1487	\$ 11.4711	\$ 11.7935	\$ 12.1159	\$ 12.4383	\$ 12.7607	\$ 13.0831
Clerk Typist-Library	\$ 721	\$ 23,610	\$ 24,331	\$ 25,052	\$ 25,773	\$ 26,494	\$ 27,215	\$ 27,936
Network Administrator	\$ 1,105	\$ 31,749	\$ 32,854	\$ 33,959	\$ 35,064	\$ 36,169	\$ 37,275	\$ 38,380
Guard-Library- Hourly	\$ 0.377	\$ 12.473	\$ 12.850	\$ 13.227	\$ 13.604	\$ 13.981	\$ 14.358	\$ 14.735
Guard-Library	\$ 686	\$ 22,701	\$ 23,387	\$ 24,073	\$ 24,759	\$ 25,445	\$ 26,131	\$ 26,817
Historian-Trentoniana	\$ 958	\$ 31,749	\$ 32,707	\$ 33,665	\$ 34,622	\$ 35,580	\$ 36,538	\$ 37,496
Librarian	\$ 1,105	\$ 35,929	\$ 37,035	\$ 38,140	\$ 39,245	\$ 40,350	\$ 41,455	\$ 42,561
Library Assistant	\$ 642	\$ 23,533	\$ 24,175	\$ 24,817	\$ 25,459	\$ 26,100	\$ 26,742	\$ 27,384
Library Trainee	\$ 1,105	\$ 31,749	\$ 32,854	\$ 33,959	\$ 35,064	\$ 36,169	\$ 37,275	\$ 38,380
Maintenance Repairer (hourly)	\$ 0.476	\$ 16.471	\$ 16.947	\$ 17.422	\$ 17.898	\$ 18.374	\$ 18.850	\$ 19.326
Principal Library Assistant	\$ 953	\$ 28,454	\$ 29,407	\$ 30,359	\$ 31,312	\$ 32,265	\$ 33,218	\$ 34,170
Senior Clerk Typist	\$ 734	\$ 25,575	\$ 26,309	\$ 27,044	\$ 27,778	\$ 28,512	\$ 29,247	\$ 29,981
Senior Librarian	\$ 1,216	\$ 42,400	\$ 43,616	\$ 44,833	\$ 46,049	\$ 47,266	\$ 48,482	\$ 49,699
Senior Library Assistant	\$ 734	\$ 25,575	\$ 26,309	\$ 27,044	\$ 27,778	\$ 28,512	\$ 29,247	\$ 29,981

Trenton Public Library: Salary Schedule - Union 2003

Position	Increment	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Maintenance Worker	\$ 674	\$ 23,041	\$ 23,715	\$ 24,388	\$ 25,062	\$ 25,736	\$ 26,409	\$ 27,083
Building Service Foreman	\$ 891	\$ 30,040	\$ 30,931	\$ 31,822	\$ 32,713	\$ 33,604	\$ 34,495	\$ 35,386
Clerk Driver (hourly)	\$ 0.3321	\$ 11.4832	\$ 11.8152	\$ 12.1473	\$ 12.4794	\$ 12.8114	\$ 13.1435	\$ 13.4756
Clerk Typist-Library	\$ 743	\$ 24,318	\$ 25,061	\$ 25,804	\$ 26,546	\$ 27,289	\$ 28,031	\$ 28,774
Network Administrator	\$ 1,138	\$ 32,701	\$ 33,840	\$ 34,978	\$ 36,116	\$ 37,254	\$ 38,392	\$ 39,530
Guard-Library- Hourly	\$ 0.388	\$ 12.847	\$ 13.236	\$ 13.624	\$ 14.012	\$ 14.400	\$ 14.789	\$ 15.177
Guard-Library	\$ 707	\$ 23,382	\$ 24,089	\$ 24,795	\$ 25,502	\$ 26,208	\$ 26,915	\$ 27,622
Historian-Trentoniana	\$ 987	\$ 32,701	\$ 33,688	\$ 34,675	\$ 35,662	\$ 36,648	\$ 37,635	\$ 38,622
Librarian	\$ 1,138	\$ 37,007	\$ 38,145	\$ 39,283	\$ 40,421	\$ 41,560	\$ 42,698	\$ 43,836
Library Assistant	\$ 661	\$ 24,239	\$ 24,900	\$ 25,562	\$ 26,223	\$ 26,884	\$ 27,545	\$ 28,207
Library Trainee	\$ 1,138	\$ 32,701	\$ 33,840	\$ 34,978	\$ 36,116	\$ 37,254	\$ 38,392	\$ 39,530
Maintenance Repairer (hourly)	\$ 0.490	\$ 16.965	\$ 17.455	\$ 17.946	\$ 18.436	\$ 18.926	\$ 19.417	\$ 19.907
Principal Library Assistant	\$ 982	\$ 29,308	\$ 30,289	\$ 31,271	\$ 32,252	\$ 33,234	\$ 34,216	\$ 35,197
Senior Clerk Typist	\$ 756	\$ 26,342	\$ 27,098	\$ 27,854	\$ 28,610	\$ 29,366	\$ 30,122	\$ 30,878
Senior Librarian	\$ 1,252	\$ 43,672	\$ 44,924	\$ 46,177	\$ 47,429	\$ 48,682	\$ 49,934	\$ 51,187
Senior Library Assistant	\$ 756	\$ 26,342	\$ 27,098	\$ 27,854	\$ 28,610	\$ 29,366	\$ 30,122	\$ 30,878

Trenton Public Library: Salary Schedule - Union 2004

Position	Increment	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Maintenance Worker	\$ 694	\$ 23,732	\$ 24,426	\$ 25,121	\$ 25,815	\$ 26,509	\$ 27,203	\$ 27,898
Building Service Foreman	\$ 918	\$ 30,941	\$ 31,859	\$ 32,777	\$ 33,694	\$ 34,612	\$ 35,530	\$ 36,448
Clerk Driver (hourly)	\$ 0.3421	\$ 11.8277	\$ 12.1698	\$ 12.5118	\$ 12.8539	\$ 13.1959	\$ 13.5380	\$ 13.8801
Clerk Typist-Library	\$ 765	\$ 25,048	\$ 25,813	\$ 26,578	\$ 27,343	\$ 28,109	\$ 28,874	\$ 29,639
Network Administrator	\$ 1,172	\$ 32,701	\$ 33,874	\$ 35,046	\$ 36,218	\$ 37,390	\$ 38,562	\$ 39,734
Guard-Library- Hourly	\$ 0.400	\$ 13.232	\$ 13.632	\$ 14.032	\$ 14.431	\$ 14.831	\$ 15.231	\$ 15.630
Guard-Library	\$ 728	\$ 24,083	\$ 24,812	\$ 25,540	\$ 26,268	\$ 26,996	\$ 27,725	\$ 28,453
Historian-Trentoniana	\$ 1,017	\$ 33,682	\$ 34,699	\$ 35,715	\$ 36,732	\$ 37,748	\$ 38,765	\$ 39,782
Librarian	\$ 1,172	\$ 38,117	\$ 39,289	\$ 40,461	\$ 41,634	\$ 42,806	\$ 43,978	\$ 45,150
Library Assistant	\$ 681	\$ 24,966	\$ 25,647	\$ 26,328	\$ 27,009	\$ 27,689	\$ 28,370	\$ 29,051
Library Trainee	\$ 1,172	\$ 33,682	\$ 34,854	\$ 36,026	\$ 37,198	\$ 38,371	\$ 39,543	\$ 40,715
Maintenance Repairer (hourly)	\$ 0.505	\$ 17.474	\$ 17.979	\$ 18.483	\$ 18.988	\$ 19.493	\$ 19.997	\$ 20.502
Principal Library Assistant	\$ 1,011	\$ 30,187	\$ 31,199	\$ 32,210	\$ 33,222	\$ 34,233	\$ 35,245	\$ 36,256
Senior Clerk Typist	\$ 779	\$ 27,132	\$ 27,911	\$ 28,690	\$ 29,468	\$ 30,247	\$ 31,026	\$ 31,804
Senior Librarian	\$ 1,290	\$ 44,982	\$ 46,272	\$ 47,561	\$ 48,851	\$ 50,140	\$ 51,430	\$ 52,720
Senior Library Assistant	\$ 779	\$ 27,132	\$ 27,911	\$ 28,690	\$ 29,468	\$ 30,247	\$ 31,026	\$ 31,804

Trenton Public Library: Salary Schedule - Union 2005

Position	Increment	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Maintenance Worker	\$ 716	\$ 24,468	\$ 25,183	\$ 25,899	\$ 26,614	\$ 27,330	\$ 28,045	\$ 28,761
Building Service Foreman	\$ 946	\$ 31,900	\$ 32,847	\$ 33,793	\$ 34,740	\$ 35,686	\$ 36,632	\$ 37,579
Clerk Driver (hourly)	\$ 0.3527	\$ 12.1955	\$ 12.5482	\$ 12.9009	\$ 13.2536	\$ 13.6063	\$ 13.9590	\$ 14.3117
Clerk Typist-Library	\$ 789	\$ 25,824	\$ 26,613	\$ 27,402	\$ 28,191	\$ 28,979	\$ 29,768	\$ 30,557
Network Administrator	\$ 1,208	\$ 33,682	\$ 34,890	\$ 36,099	\$ 37,307	\$ 38,515	\$ 39,724	\$ 40,932
Guard-Library- Hourly	\$ 0.412	\$ 13.642	\$ 14.055	\$ 14.467	\$ 14.879	\$ 15.292	\$ 15.704	\$ 16.117
Guard-Library	\$ 751	\$ 24,830	\$ 25,580	\$ 26,331	\$ 27,081	\$ 27,832	\$ 28,582	\$ 29,333
Historian-Trentoniana	\$ 1,049	\$ 34,726	\$ 35,775	\$ 36,823	\$ 37,872	\$ 38,920	\$ 39,969	\$ 41,017
Librarian	\$ 1,208	\$ 39,299	\$ 40,507	\$ 41,715	\$ 42,924	\$ 44,132	\$ 45,340	\$ 46,549
Library Assistant	\$ 702	\$ 25,740	\$ 26,442	\$ 27,144	\$ 27,846	\$ 28,548	\$ 29,251	\$ 29,953
Library Trainee	\$ 1,208	\$ 34,726	\$ 35,934	\$ 37,143	\$ 38,351	\$ 39,559	\$ 40,768	\$ 41,976
Maintenance Repairer (hourly)	\$ 0.521	\$ 18.016	\$ 18.536	\$ 19.057	\$ 19.578	\$ 20.098	\$ 20.619	\$ 21.140
Principal Library Assistant	\$ 1,042	\$ 31,123	\$ 32,165	\$ 33,207	\$ 34,250	\$ 35,292	\$ 36,335	\$ 37,377
Senior Clerk Typist	\$ 803	\$ 27,973	\$ 28,776	\$ 29,579	\$ 30,383	\$ 31,186	\$ 31,989	\$ 32,792
Senior Librarian	\$ 1,330	\$ 46,376	\$ 47,706	\$ 49,036	\$ 50,366	\$ 51,696	\$ 53,026	\$ 54,356
Senior Library Assistant	\$ 803	\$ 27,973	\$ 28,776	\$ 29,579	\$ 30,383	\$ 31,186	\$ 31,989	\$ 32,792

Trenton Public Library: Salary Schedule - Union 2006

Position	Increment	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Maintenance Worker	\$ 738	\$ 25,227	\$ 25,965	\$ 26,703	\$ 27,441	\$ 28,179	\$ 28,917	\$ 29,656
Building Service Foreman	\$ 975	\$ 32,889	\$ 33,864	\$ 34,840	\$ 35,815	\$ 36,790	\$ 37,766	\$ 38,741
Clerk Driver (hourly)	\$ 0.3636	\$ 12.5736	\$ 12.9372	\$ 13.3008	\$ 13.6645	\$ 14.0281	\$ 14.3917	\$ 14.7554
Clerk Typist-Library	\$ 813	\$ 26,625	\$ 27,438	\$ 28,251	\$ 29,065	\$ 29,878	\$ 30,692	\$ 31,505
Network Administrator	\$ 1,245	\$ 34,692	\$ 35,938	\$ 37,183	\$ 38,429	\$ 39,674	\$ 40,920	\$ 42,165
Guard-Library- Hourly	\$ 0.425	\$ 14.065	\$ 14.490	\$ 14.914	\$ 15.339	\$ 15.764	\$ 16.189	\$ 16.614
Guard-Library	\$ 774	\$ 25,507	\$ 26,281	\$ 27,055	\$ 27,830	\$ 28,604	\$ 29,378	\$ 30,152
Historian-Trentoniana	\$ 1,082	\$ 35,803	\$ 36,884	\$ 37,966	\$ 39,047	\$ 40,129	\$ 41,210	\$ 42,292
Librarian	\$ 1,245	\$ 40,517	\$ 41,763	\$ 43,008	\$ 44,254	\$ 45,499	\$ 46,745	\$ 47,990
Library Assistant	\$ 724	\$ 26,538	\$ 27,262	\$ 27,985	\$ 28,709	\$ 29,433	\$ 30,157	\$ 30,881
Library Trainee	\$ 1,245	\$ 35,803	\$ 37,048	\$ 38,293	\$ 39,539	\$ 40,784	\$ 42,030	\$ 43,275
Maintenance Repairer (hourly)	\$ 0.537	\$ 18.574	\$ 19.112	\$ 19.649	\$ 20.186	\$ 20.723	\$ 21.260	\$ 21.797
Principal Library Assistant	\$ 1,074	\$ 32,088	\$ 33,162	\$ 34,236	\$ 35,311	\$ 36,385	\$ 37,459	\$ 38,534
Senior Clerk Typist	\$ 828	\$ 28,840	\$ 29,668	\$ 30,496	\$ 31,324	\$ 32,152	\$ 32,980	\$ 33,808
Senior Librarian	\$ 1,371	\$ 47,814	\$ 49,185	\$ 50,556	\$ 51,927	\$ 53,299	\$ 54,670	\$ 56,041
Senior Library Assistant	\$ 828	\$ 28,840	\$ 29,668	\$ 30,496	\$ 31,324	\$ 32,152	\$ 32,980	\$ 33,808