

AGREEMENT

BETWEEN

**RUTH L. ROCKWOOD MEMORIAL LIBRARY BOARD OF TRUSTEES and
TOWNSHIP OF LIVINGSTON**

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

CWA LOCAL NO. 1031

(NON-SUPERVISORY UNIT)

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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PREAMBLE

This Collective Bargaining Agreement (“Agreement”) entered into by the Ruth L. Rockwood Memorial Library Board of Trustees and Township of Livingston (hereinafter referred to as the “Employer”) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the “Union”), has as its purpose the promotion of harmonious relations between the parties, the establishment of an equitable and peaceful means of resolving any misunderstandings or differences which may arise, and the establishment of wages, benefits and other terms and conditions of employment.

The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity of all Library employees. Violations by Management of this provision are subject to the Grievance Procedure up to Step 3.

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE I.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the collective negotiations unit which consists of all Full-Time and regularly employed Part-Time professional, non-professional and non-supervisory employees in the following titles:

- Librarian
- Library Assistant
- Specialist
- Page
- Custodian
- Lead Custodian

This unit shall exclude all managerial executives, confidential employees, and supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., craft employees, casual employees, and all other employees employed by the Employer.

If the Employer adds new titles to the unit that are clearly not managerial, confidential, or supervisory, it agrees that within thirty (30) days, it will:

- (1) Notify the Union;
- (2) Give a copy of any job description for the new title to the Union; and
- (3) Advise the Union of the terms and conditions of employment established for the title.

The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new title should be included in the unit, and if it is so included, to negotiate any negotiable issues. Notwithstanding the fact that establishment of job titles is a non-negotiable managerial prerogative, the parties, if possible, will attempt to reach mutual agreement on inclusion of new

titles that appropriately belong in the unit. The parties may use wage rates for existing titles as a basis to determine the wage rates to be established for such new titles.

ARTICLE II.

DUES CHECK-OFF AND AGENCY FEE

A. Dues Check-off

1. Upon receipt of a properly written authorization from an employee, the Employer will deduct Union dues in an amount certified by the Union within thirty (30) days of receipt by the Employer. The Employer shall remit the dues to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington, DC 20001-2797. Said remittance shall be made by the tenth (10th) day of the month following the calendar month in which such deductions are made along with a list of the names, hours of work, titles, addresses, and salaries of those from whom such deductions were made. A copy of the list shall also be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey 08852.
2. All deductions under this Article shall be subject to revocation by the employees who executed such authorizations, effective on July 1st of each year, provided written notice to that effect was given to both the Employer and the Union after May 15th of the same year. The Employer will cease to make dues deductions for an employee who has revoked such authorization in accordance with this paragraph.

B. Agency Fee

1. The Employer further agrees to deduct from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing on the

thirtieth (30th) day of employment. This representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Employer.

C. Hold Harmless

1. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article of the Agreement and for any attorney's fees and costs incurred by the Employer in connection with any such claims, suits, orders or judgments.

ARTICLE III.

MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except as expressly modified in this Agreement.
- B. It is recognized that the management of the Library and the productivity and efficiency of the Library's workforce are solely the Employer's responsibilities, and accordingly, the Employer retains the following specific rights, including but not limited to, the ability to:
1. Hire individuals as Library employees;
 2. Discipline, suspend or discharge employees, and carry out and enforce such discipline, suspension or discharge;
 3. Set appropriate staffing levels and schedule staff accordingly;
 4. Classify and define the job titles to utilize, and the specific work tasks to be associated with each job title;
 5. Schedule the particular staff to be utilized and the respective work assignments to be delegated;
 6. Determine the amount and degree of staff supervision required, and adjust such supervision as necessary;
 7. Publish reasonable rules and regulations to ensure the efficient and productive operation of the Library and staff;
 8. Determine the amount of overtime necessary for proper Library operations;
 9. Determine the number and location of Library staff;
 10. Control and oversee the Library grounds and property; and

11. Change or introduce processes, procedures and/or methods for the purpose of efficiency and productivity of the Library.

ARTICLE IV.

UNION RIGHTS

A. Union Activities

1. The Union will advise the Employer in writing of the names of its local representatives and the titles and the terms for which they are to serve in a representative capacity.
2. The Union will designate one (1) Steward and one (1) alternate to represent the Union and the employees covered by this Agreement. The Union will furnish the Library Director with the names of the Steward and the alternate, and any subsequent changes. Only one (1) Steward may represent the Union and the employees in any matter covered by this Agreement. If a local Union representative is going to participate in any matter covered by this Agreement, the Union will so advise the Employer. Only one (1) person, the Steward or local Union representative, may be the spokesperson and represent the Union and the employee in any matter covered by this Agreement.
3. The authority of the Steward shall include but is not limited to the following duties and activities:
 - a. The investigation and presentation of grievances in accordance with the provisions of the Agreement. If both parties agree that it is necessary for the Steward to perform any such duties during the Steward's work time, the Steward will do so with the permission of the Library Director or his or her designee. Such permission will not be unreasonably withheld. The time the Steward is released from his or her work duties will only be for

the extent necessary to perform the investigation or presentation of grievances. The Steward shall not suffer any loss in pay as a result of Union activities under the terms of this paragraph.

- b. The transmission to the Employer's representatives of messages and information that originate with and are authorized by the Union, its officers or representatives.
4. Members of the Union who are elected by the Union to negotiate with Management shall be granted time off with pay or compensatory time when negotiations with Management are mutually scheduled and when the employee is scheduled to work. The Union negotiations team shall be limited to two (2) employees per unit. The decision whether to grant time off with pay or compensatory time shall be in the discretion of Management. Such time off shall be earned on an hour to hour basis. This paragraph shall apply only to agreements negotiated subsequent to this Agreement.
5. Employees shall have the right for a Steward to be present, if the employee so requests, during any meeting which the employee reasonably believes may result in his or her discipline.
6. The Union will be permitted to conduct quarterly meetings, to be attended by members on non-work time, in the Library at a location designated by the Employer. Additional meetings may be scheduled if mutually agreed upon by the parties in writing. Attendance at such meetings shall not be compensable.
7. Members of the Union who are elected or designated by the Union to attend any training session, meeting or education conference of the Union or other body to

which it is affiliated, shall be granted the necessary time off without loss of pay, provided that notification is given to the Library Director in writing by the Union at least one (1) week in advance. Such time off with pay shall be limited to five (5) days per year per Unit from the date of execution of this Agreement.

8. Bulletin Board

- a. The Employer will furnish space for a Union bulletin board in a mutually agreed upon location of the Library not open to the general public.
- b. The Union will be permitted to post notices and written materials provided such postings are consistent with the conditions set forth in this Section. Written materials on such bulletin board will be posted and removed by representatives of the Union.
- c. The written materials shall contain nothing profane, obscene, defamatory, discriminatory, inflammatory of the Township or its representatives and/or employees, nor anything constituting election campaign material.
- d. Materials which violate provisions of this Article shall not be posted, and if posted, are subject to immediate removal by the Employer.

9. The Steward and Union members may distribute written materials and discuss Union matters only on non-work time in non-working areas, and consistent with the conditions set forth in Section 6 above.

ARTICLE V.

DISCIPLINE AND GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a complaint by an employee or employees, that there has been a violation of any of the provisions of this Agreement.
2. "Grievant" shall mean an employee who files a Grievance.
3. "Representative" shall mean a person or agent designated to represent either party in this procedure, including Union Stewards and non-employee representatives. At no time shall a Grievant be represented by more than one (1) employee representative.
4. "Discipline" shall mean termination of employment, suspension, demotion and written reprimands. Discipline will be imposed only for Just Cause. The Employer will follow a system of progressive discipline except where the violation warrants suspension or termination.
5. "Oral counseling" or "warning" shall not be considered Discipline. Oral counseling or warning will be conducted by an immediate Supervisor or representative of the Employer in an informal private meeting. A written record that the oral counseling or warning occurred shall be prepared and maintained by the Employer and placed in the employee's permanent file.
6. "Day" or "Days," shall, except where otherwise indicated, exclude Saturdays, Sundays and Holidays.

B. Grievance Policy

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the disputes which may arise affecting the terms and conditions of employment, as set forth in this Agreement.
2. Discipline of employees is expressly subject to this Grievance Procedure, with the exception of written reprimands. Written reprimands may only be processed through Step 2 of the Grievance Procedure.
3. If a Grievance or disciplinary matter is processed through the Grievance Procedure during regularly scheduled work time, the Grievant and any employee representative will be compensated for such time. If a Grievance or disciplinary matter is not processed during regularly scheduled work time, the Grievant and any employee representative will not be compensated for such time.
4. Grievances should be processed expeditiously and in conformance with the time limits as specified in this Article.
5. If the Employer does not respond in writing to the Union regarding a Grievance within the specified time limits, the Union may proceed to the next step of the Grievance Procedure.
6. If the Union does not process a Grievance to a particular step of the Grievance Procedure within the specified time limits, it shall be deemed a settlement of the Grievance in favor of the Employer.
7. The time limits provided below may only be extended through mutual agreement of the parties in writing.

8. It is the express intention of this Grievance Policy to have all Grievances resolved, including resolution by arbitration, within six (6) months of the date of the alleged occurrence of the Grievance. To that end, the parties shall strive to mutually agree upon an arbitrator, and utilize all reasonably possible times for the hearing, including Saturdays and Sundays.
9. Any resolution, settlement or discussion reached and/or held relating to an issue within the Grievance Procedure shall be made strictly on a no precedent, no referral basis ("NPNR").

C. Grievance Procedure

1. **Step One: Immediate Supervisor.** Any employee who believes he or she has a Grievance shall first present the Grievance to his or her immediate supervisor. The Grievance shall be presented to the Immediate Supervisor, or the supervisor designated by Library Management, within seven (7) days of the date of its alleged occurrence. The Immediate Supervisor, or designated supervisor, will conduct a discussion and attempt to resolve the Grievance on an informal basis, within seven (7) days of presentation of the Grievance. The Immediate Supervisor, or designated supervisor, will respond in writing to the employee within ten (10) days of the discussion, with a copy to the Library Director, or his or her designee.
2. **Step Two: Library Director.** If the Grievant is not satisfied with the disposition of the Grievance at Step One, a written Grievance may be filed with the Library Director, or his or her designee, within seven (7) days of receipt of the response at Step One. Within ten (10) days of submission of the Grievance to the Library

Director, the Library Director, or his or her designee, will respond in writing to the Grievant with a copy to the Union.

3. **Step Three: Township Manager.** If the Grievant is not satisfied with the written decision rendered at Step Two, the Grievant may submit the written Grievance to the Township Manager within seven (7) days of receipt of the written decision. The Township Manager, after a hearing at which the Grievant will have the right to have one (1) representative of his or her choice present, will respond in writing within ten (10) days of the hearing to the Grievant with a copy to the Union.

4. **Step Four: Arbitration.** If the Grievant is not satisfied with the written decision rendered at Step Three, the Grievant may request arbitration within ten (10) days of receipt of the written decision. The cost of the arbitration hearing shall be borne equally by the Union and the Employer. The arbitrator may be selected by mutual agreement of the parties, as directed by the Library Director or his or her designee, which will be the Employer's legal counsel, or in the absence of such agreement, by PERC procedure. The arbitration hearing must be conducted within ninety (90) days of selection of the arbitrator unless an extension of time is agreed to by the parties in writing. The arbitrator shall render an award within thirty (30) days of the conclusion of the arbitration hearing. The arbitrator's award is final and binding upon the parties.

ARTICLE VI.

HOURS OF WORK

- A. The Library is generally open seven (7) days per week, Sunday through Saturday.
- B. The Employer has the prerogative to establish and modify employee work schedules, and to determine the appropriate number and type of staff to meet the needs of the Library.
- C. Full-Time Schedule
 - 1. Full-Time employees will be scheduled to work seven (7) hours per day for a total of thirty-five (35) hours per week, as determined by the Employer. This schedule does not include an unpaid one (1) hour meal period per day. All full-time employees employed prior to August 1, 2005, are required to work two (2) weekend days in a four (4) week period. There are no pre-1995 exceptions.
 - 2. When the Employer determines to change a Full-Time employee's regular work schedule, the affected employee will be provided fourteen (14) calendar days notice of any change in that employee's regular work schedule, including any change to the shift start time.
 - 3. Coverage for vacation, sick, personal or other routine changes in hours of work by an employee any shall not be considered a change to an employee's regular work schedule.
- D. Part-Time Schedule
 - 1. Part-Time employees will be scheduled to work as determined by the Employer.
 - 2. When the Employer determines to change a Part-Time employee's work schedule, the affected employee will be provided fourteen (14) calendar days notice of any change in that employee's work schedule, including any change to the shift start time.

3. Coverage for vacation, sick, personal or other routine changes in hours of work by an employee shall not be considered a change to an employee's regular work schedule.
- E. Full-Time employees scheduled to work five (5) hours or more will receive an unpaid one (1) hour meal period per work day, which will be included in each employee's work schedule as appropriate. Part-Time employees scheduled to work five (5) hours or more will receive an unpaid one-half (1/2 hour) meal period per work day, which will be included in each employee's work schedule as appropriate. The Employer will determine the particular schedule for which employees must utilize the unpaid meal periods.
- F. Full-Time employees and working full seven (7) hour shifts, will receive two (2) fifteen (15) minute break periods; one (1) period shall be utilized during the first half of the shift and the other shall be utilized during the second half of the shift. Part-Time employees working four (4) hours or more in one (1) day will receive one (1) fifteen (15) minute break. All such break periods will be scheduled with the employee's supervisor in such a manner as not to disrupt the operations of the Library.
- G. The Employer has the right to implement an employee optional pilot project with a full-time work schedule of thirty-seven and one-half (37 ½) hours per week, without additional negotiations, as part of this Article. If an employee elects to participate in a pilot project with a thirty-seven and one-half (37 ½) hour work week, the salary schedule will be adjusted accordingly in proportion to the current salary schedule that is based upon thirty-five (35) hours per week. The Employer will provide the Union and employees with sixty (60) calendar days notice of such pilot project and will negotiate any impact issues with the Union. Any pilot project will have a duration of one (1) year

from date of implementation. All other provisions in this Agreement govern employees who worked in a pilot project.

ARTICLE VII.

COMPENSATION

A. Full-Time Employees

1. Effective on the dates specified, all Full-Time employees covered by this Agreement shall receive increases to the salary base rate of pay for their position in accordance with the attached schedules:

January 1, 2004	January 1, 2005	January 1, 2006
2 ½%	3 ½%	3%

2. Full-Time employees who are employed at the date of execution of this Agreement shall be eligible for step increases in calendar years 2004, 2005 and 2006 if the employee receives an annual performance evaluation rating of satisfactory or better. The effective date of such step increase shall be the effective date of the annual qualifying performance evaluation.
3. Full-Time employees who are employed subsequent to the date of execution of this Agreement shall be eligible for annual step increases if the employee receives an annual performance evaluation rating of satisfactory or better. The effective date of such step increase shall be the effective date of the annual qualifying performance evaluation.

B. Part-Time Employees

1. Effective on the dates specified, Part-Time employees covered by this Agreement shall receive increases to the hourly base rate of pay for their position in accordance with the attached schedule:

January 1, 2004	January 1, 2005	January 1, 2006
2 ½%	3 ½%	3%

2. Part-Time employees are not eligible for step increases.
3. Part-Time employees in the Library Assistant and Specialist Titles who are currently making less than \$10.09 per hour will be increased to \$10.09 per hour effective January 1, 2004 and are eligible for the contractual increases as designated in paragraph B.1.
4. All trainee titles shall be referred to as pages and if currently making under \$5.75 per hour will be increased to \$5.75 per hour effectively July 26, 2005 and are eligible for the subsequent contractual increases designated in paragraph B.1.

C. Overtime

1. Full-Time employees shall be compensated at the rate of one and one-half (1½) times his/her regular base rate of pay for all time worked in excess of the regularly scheduled hours in a work week.
2. In the event an employee is eligible for overtime payments under this Article, the Employer in its sole discretion may award compensatory time off at the rate of time and one-half.
3. Compensatory time may be scheduled by an employee with the approval of the Library Director or Assistant Director. The Library Director or his/her designee shall meet monthly on a mutually convenient day and time to schedule an employee's compensatory time off. Compensatory time must be scheduled and taken in the calendar year in which it is earned. An employee may accumulate a compensatory time bank to a maximum of seventy (70) hours. Carry over of

compensatory time beyond December 31st of the year in which earned may be permitted only by the Employer in its sole discretion with written notification to the Township Administrator. Under no circumstances will the Employer permit carry over of compensatory time in excess of thirty-five (35) hours. In the sole discretion of the Employer compensatory time balances may be paid in cash on or before December 31st of the year in which it was earned.

4. Part-Time employees shall be eligible for overtime compensation only if they work in excess of thirty-five (35) hours in any workweek. Any hours worked in excess of Part-Time employee's regularly scheduled hours and less than thirty-five (35) hours in a workweek shall be compensated at the employee's straight time hourly rate.

ARTICLE VIII.

HEALTH BENEFITS

A. Medical Plan

1. Eligible Full-Time employees covered by this Agreement will receive medical plan benefits as set forth in this Article. No medical plan benefits will be provided to Part-Time employees. For the purposes of this Article, Full-Time employees are those employees regularly scheduled to work thirty-five (35) hours or more per week. There is no prescription drug coverage.
2. The State Health Benefits Program is applicable to employees covered by this contract. Except as otherwise provided below, such employees will have the option on the open enrollments dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service (NJ PLUS), or an HMO approved by the State Health Benefits Commission.
3. To the extent that the provisions of this Article require the passage of legislation authorizing local government Employers to negotiate premium contributions for health care benefits, the employee premium contributions set forth below in paragraphs 4 through 12 will become effective on the date of the legislation or January 1, 2006, whichever date is later. The provisions of this Article will not be subject to additional collective negotiations and will be self-executing on the date of the legislation or January 1, 2006, whichever date is later.
4. The Managed Care/Point of Service Plan (NJ PLUS) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.

5. Effective January 1, 2006, new hires are not eligible for enrollment in the Traditional Plan.
6. Employees hired prior to January 1, 2006, who elect coverage in the Traditional Plan, shall pay twenty-five percent (25%) of the cost of the premium of that Plan as established by the State Health Benefits Commission.
7. Effective January 1, 2006, employees who elect coverage in approved HMO Plan shall pay five percent (5%) of the cost of the premium of that Plan as established by the State Health Benefits Commission.
8. Coordination of Benefits
If a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:
 - a. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as dependent of his or her spouse.
 - b. Each qualified dependent is eligible for coverage under one parent only.
9. Effective January 1, 2006, Traditional Plan Deductibles will increase from \$100.00 to \$250.00.
10. Effective January 1, 2006, HMO/NJ PLUS co-payments for Primary & Specialist increase from \$5.00 to \$10.00.
11. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

12. Effective January 1, 2006, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.
13. Payment for medical contributions to selected plans will be deductions from pay. Such deductions for payment of medical contributions will be made pre-tax in accordance with Section 125 of the Internal Revenue Code, 26 U.S.C. § 125.
14. Spouse Coordination of Medical Benefits.
If a husband and wife are both eligible for coverage under the State Health Benefits Program as employees:
 1. Each qualified dependent is eligible for coverage in any participating medical benefit plan, provided that he or she is not covered under a plan as a dependent of his or her spouse.
 2. Each qualified dependent is eligible for coverage under one (1) spouse only.
15. Commencing in calendar year 2006, pursuant to N.J.S.A. 40A:10-17.1 and N.J.S.A. 52:14-17.31a, Full-Time employees may elect to waive medical plan coverage. An annual waiver payment (prorated if waiver is for less than twelve (12) months will be established by the Township Council in its sole discretion for those Full-Time employees who elect to waive medical plan coverage.

B. Dental Plan

1. Full-Time employees may elect to participate in a dental plan selected by the Employer without premium cost contributions.
2. No dental benefits will be provided to Part-Time employees.

3. In the event legislation is enacted as referred to in paragraph A(3) above, the parties agree that participation in the dental plan shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected, e.g., individual employee only, husband and wife, parent and child or family coverage.
4. Each employee shall be provided with a brochure describing the details of the dental plan and enrollment information and the required forms.

ARTICLE IX.

HOLIDAYS

- A. The following ten (10) Official Holidays are observed by the Library (hereinafter "Holiday" or Holidays"): New Years Day, Presidents' Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas. The Library will be closed on the ten (10) Official Holidays observed by the Library. Special Holidays may be declared by the Mayor or the Board of Trustees, but Special Holidays will not be considered a term or condition of employment subject to this Agreement, and the declaration of Special Holidays will not be precedential for any purpose.
- B. If a Holiday falls on a Saturday, it will be celebrated on the preceding Friday, and if a Holiday other than Easter Sunday falls on a Sunday, it will be celebrated on the following Monday.
- C. When the Library is closed for a Holiday, or closed on a preceding Friday or following Monday, Full-Time and Part-Time employees normally scheduled to work that day but who do not work due to such closing will receive Holiday pay equal to the number of hours regularly scheduled to work. Holiday pay will be paid to each eligible employee at the employee's normal rate of pay.
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ARTICLE X.

SICK TIME

- A. Sick Time is accrued on a calendar year basis by employees and is to be utilized by an employee when that employee is unable to perform the usual duties of his or her position due to personal illness or medical emergency, medical and dental appointments and care of an ill family member.
- B. When an employee must utilize Sick Time, the employee shall contact the Library as soon as possible and attempt to speak to that employee's Immediate Supervisor. If the employee's Immediate Supervisor is unavailable or not present at the Library at that time, the employee shall leave a message for the employee's Immediate Supervisor. The Immediate Supervisor shall promptly report this information to the Library Director or Assistant Director.
- C. An employee who anticipates that he or she will be absent from work for a period of time greater than three (3) consecutive days due to illness or medical emergency shall promptly contact the Library Director, or his or her designee, to discuss the likely length of the absence and any other relevant matters concerning the use of such leave.
- D. A written doctor's statement will be provided to the Library Director, or his or her designee, when an employee is absent from work for three (3) days to personal illness or medical emergency; for more consecutive days or if the employee uses Sick Time following the denial of a request for Vacation Time, Personal/Administrative Time or Holiday Time off; or if the employee demonstrates a pattern of using Sick Time in conjunction with weekends, Holidays or other days off. Violations of this Article will subject the employee to disciplinary action.

E. Accrual of Sick Time

1. Full-Time Employees: Employees employed prior to August 1, 2005, will be credited with fifteen (15) sick days at the beginning of each calendar year. Employees hired after August 1, 2005, will be credited with twelve (12) sick days at the beginning of each calendar year. In the first year of employment, sick days will accrue at the rate of one (1) day per month. However, if at the time an employee leaves employment with the Library the employee has a negative balance of Sick Time, the value of such shall be deducted from the employee's final paycheck.
2. Part-Time Employees: In the first year of employment, Part-Time employees will be eligible to receive pro rata Sick Time provided to Full-Time employees, based upon the number of hours for which the employee was hired, according to the following schedule:

900 hours or more	-	50%
450 hours through 899 hours	-	33.3%
200 hours through 449 hours	-	25%
Less than 200 hours	-	0

Thereafter, Part-Time employees will receive a pro rata credit of Sick Time provided to Full-Time employees, based upon the number of hours worked during the previous year, according to the above schedule. However, if at the time an employee leaves employment with the Library the employee has a negative balance of Sick Time, the value of such time will be deducted from the employee's final paycheck.

F. Carry Over of Sick Time

1. Unused Sick Time will accrue each year and carry over without limit. Records will be kept by the Library that denote the total amount of Sick Time accumulated and used by each employee.

G. Official Retirement Lump Sum Payout of Sick Time

1. Upon Official Retirement, which for purposes of this Article means twenty (20) cumulative years of employment with the Township/Library, employees will receive payment for unused sick leave according to the following schedule:
 - a. During calendar year 2004 an employee will receive up to fifty-five (55) days at their rate of pay at the time of retirement with a cap of \$5,500.
 - b. During calendar year 2005 an employee will receive up to fifty-five (55) days at their rate of pay at the time of retirement with a cap of \$7,500.00. Employees earning twenty (20) or more years by December 31, 2005 will be eligible for reimbursement for the unused sick leave based upon the formula that is currently in effect.

H. The Family and Medical Leave Act as set forth in The Township of Livingston Ordinance 3 adopted February 24th, 1997 will apply to all employees covered under this Agreement. All references to "Township Manager" in this ordinance will be construed as "Library Board of Trustees and Director."

I. The Employer will provide to each employee in December of each calendar year a notice of projected sick, vacation, personal and compensatory time the employee will receive (including any carry over time) in the subsequent calendar year.

ARTICLE XI.

VACATION TIME

A. Full-Time Employees:

1. Current certificated professional staff – Librarians and Department Heads/Principal Librarians -- currently receiving twenty (20) vacation days per year, shall continue to receive twenty (20) vacation days per year.
2. Current non-professional employees will maintain their allotment of earned vacation days. Beginning August 1, 2005, non-professional employees will accrue vacation days in accordance with the schedule set forth in paragraph A(3) below.
3. All certificated professional staff hired after August 1, 2005 and all non-professional employees will accrue vacation time in accordance with the following schedule:

Less than one (1) year of service	One (1) working day or each full month of service completed
One (1) year of service	Twelve (12) working days
Two (2) to nine (9) years of service	Fourteen (14) working days
Ten (10) years of service	Seventeen (17) working days
Twenty (20) years of service	Twenty-two (22) working days

Years of service will be computed on the employee's anniversary date of employment.

4. In the case of persons holding a professional librarian certificate, the Employer may, in its discretion, increase the amount of vacation granted during the first full calendar year in which the employee commenced work up to a maximum of twenty (20) days, when deemed necessary based upon hiring considerations,

otherwise the new employee will follow the Township schedule as set forth above in paragraph A.3.

B. Part-Time Employees

1. In the first year of employment, Part-Time employees will receive a pro rata amount of Vacation Time provided to Full-Time employees, based upon the number of hours for which the employee was hired, according to the following schedule:

900 hours or more	-	50%
450 hours through 899 hours	-	33.3%
200 hours through 449 hours	-	25%
Less than 200 hours	-	0

2. Thereafter, Part-Time employees will receive a pro rata amount of Vacation Time provided to Full-Time employees, based upon length of service and the number of hours worked during the previous year, according to the above schedule.

C. Vacation Time will be scheduled and determined by the Employer. The Library Director, or his or her designee, will determine a schedule indicating the number of available weeks and days utilizing Vacation Time for each month in a calendar year. Vacation requests submitted by March 1st of each calendar year are subject to approval by seniority. Requests for approval submitted by March 1st shall be decided no later than March 15th and these approvals cannot be rescinded. Requests submitted after March 1st shall be decided on a "first come, first served" basis and decided within five (5) days of submission.

D. Unused Vacation Time will not carry over and Vacation Time that is not utilized in any calendar year will be forfeited. No payment will be made for any unused Vacation Time not utilized in any calendar year. Any exceptions to the requirements of Section D are in

the sole discretion of the Employer and must be in writing and agreed by the Library Director or Assistant Library Director. However, upon separation of employment, employees may get pro rata payment of unused Vacation Time.

ARTICLE XII.

PERSONAL/ADMINISTRATIVE TIME

A. Accrual of Personal/Administrative Time

1. Full-Time Employees: Full-Time employees will receive five (5) days per calendar year. In the first year of employment, Personal/Administrative Time will accrue monthly at a pro-rata basis.
2. Part-Time Employees: No Personal/Administrative Time will accrue for Part-Time employees during the first year of employment. Thereafter, Part-Time employees will receive a pro rata amount of Personal/Administrative Time provided to Full-Time employees, based upon the number of hours worked during the previous year, according to the following schedule:

900 hours or more	-	2.5 days
450 hours through 899 hours	-	2 days
200 hours through 449 hours	-	1 day
Less than 200 hours	-	0

- B. Except in special circumstances approved by the Library Director, or his or her designee, Personal/Administrative Time shall be utilized in half-day increments only.
- C. Except in the case of emergency or special circumstances the employee shall request the use of Personal/Administrative Time up to one (1) week prior to the requested date of usage. All requests to use Personal/Administrative Time will require approval of the Library Director, or his or her designee.
- D. Carry Over of Personal/Administrative Time
 1. Each employee may carry over up to one (1) day of unused Personal/Administrative Time per calendar year, but any unused Personal/Administrative Time in excess of one (1) day shall be forfeited.

No payment will be made for any unused Personal/Administrative Time not utilized in any calendar year.

ARTICLE XIII.

TUITION REIMBURSEMENT

- A. Employees may request reimbursement for tuition costs only, and may be reimbursed up to a maximum amount of \$350 per course. Reimbursement shall be contingent on the budgeting for and availability of funds. A request must be submitted no later than one (1) month before the course is scheduled to begin. Requests will be reviewed by the Library Director and approval given on a "first come, first served" basis.
- B. No tuition reimbursement will be provided for courses other than those related to Library Science or the employee's job duties, as determined by and in the sole discretion of the Library Director.
- C. Employees may be eligible to receive additional reimbursement for books, course registration, and similar expenses for courses which were approved by the Library Director. Such additional reimbursement is in the discretion of the Employer and shall be contingent on the budgeting for and availability of funds.
- D. As soon as course work is completed, the employee must submit a narrative report describing the course and outlining the benefits to the employee in the performance of his or her duties. Once the course transcript with grade is received, a copy must be submitted to the Library Director. Reimbursement authorization will be submitted by the Employer for payment, and the employee will be reimbursed within sixty (60) days of the submission of the narrative and transcript with grade. No reimbursement will be provided for grades lower than "C" or "Satisfactory" in non-graduate level courses, and lower than "B" or "Satisfactory" in graduate level courses.
- E. Priority will be given to tuition cost reimbursement rather than additional reimbursement.

ARTICLE XIV.

CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

- A. Participation in continuing education and professional activities is encouraged for all employees. Permission to participate in and reimbursement for such activities during work time may be granted in the discretion of Employer, contingent upon the budgeting for and availability of funds.
- B. In determining an employee's participation in a particular course, program or continuing education and/or professional activity, the following criteria will be considered:
 - 1. The Library's requirements as well as the professional needs of the employee.
 - 2. The employee's position and functions in the Library, and the suitability of the continuing education and/or professional activity.
- C. The Employer will allow some flexibility in the scheduling of employees pursuing professional staff development outside of the Library so long as Library operations are not adversely affected and other employees are not unreasonably burdened.
- D. Professional Association Memberships and Conferences
 - 1. Employees of this bargaining unit may be released for no more than two (2) full days per calendar year to attend the annual NJLA and NJALA conferences, in the sole discretion of the Employer. If authorized by the Employer, employees in attendance at these conferences held in the State of New Jersey will be paid for the hours scheduled to work on the day(s) of the conferences. The Employer will pay the registration fees of such conferences up to the registration amount for NJLA and NJALA members, as appropriate.

ARTICLE XV.

PERSONNEL FILES

- A. Each employee may make a request to the Library Director to review the contents of his or her Personnel File in the presence of the Library Director, or his or her designee, within three (3) days of the request. A Union representative may accompany the employee while he or she reviews the file. If requested by an employee, the employee shall be given a copy of all documents which are included in the employee's Personnel File, within three (3) days of such request.
- B. The employee shall have the right to respond to any document in his or her Personnel File. Such response shall be directed to the appropriate party and shall be included in the employee's Personnel File.
- C. Employees will be provided with a copy of all documents that are to be included in his or her Personnel File, subsequent to the execution and ratification of this Agreement, and will have the opportunity to initial each document. If an employee does not initial a particular document, such document will nonetheless be included in the employee's Personnel File.

ARTICLE XVI.

PERFORMANCE EVALUATION

- A. Performance Evaluations should be considered a candid assessment of performance as well as a positive means of promoting employees' job skills and development.
- B. Library Management will develop and utilize Performance Evaluation forms and make them available to employees and the Union. Performance Evaluations are prepared for all employees after the first three (3) months of employment, and thereafter will be completed on an annual basis on or before December 1st of each calendar year. Performance Evaluations are prepared by the employee's Immediate Supervisor or the supervisor designated by Library management and submitted to the Library Director, or his or her designee. The supervisor conducting the Performance Evaluation may confer with any supervisors who formerly supervised the employee within the previous year.
- C. Each Performance Evaluation must be accompanied by a personal conference with the supervisor in which the employee may examine the Performance Evaluation and have an opportunity to ask questions or make comments. The Performance Evaluation must be signed by the employee, as well as the supervisor conducting the Performance Evaluation, and the Library Director, or his or her designee. Each employee will have up to the three (3) days to sign the Evaluation upon receipt from the Supervisor or Employer. Each employee will be provided a copy of their Performance Evaluation and respective job description.
- D. Performance Evaluations may be required every six (6) months, where a past Performance Evaluation has not been at a satisfactory level.
- E. Disagreement by the employee with a Performance Evaluation may be raised in writing to the Director within thirty (30) days from the date of the conference, but in no case will

be reviewed beyond Step 3 of the Grievance Procedure. Any written statement by an employee will become part of the employee's personnel file along with the Performance Evaluation form.

ARTICLE XVII.

MEETINGS

A. Labor/Management Meetings

Labor/Management meetings to discuss issues considered important by either the Union or the Employer may be arranged quarterly by mutual agreement between the Union representative and the Library Director. Meetings will be attended by appropriate representatives of the parties. Attendance at any such meetings scheduled during an employee's regular shift will not result in any loss of pay to the employee.

Arrangements for the time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a proposed list of employees who will attend, and an agenda of the matters to be discussed.

The parties may schedule more frequent Labor/Management meetings by mutual agreement.

B. Staff Meetings

The Employer may schedule regular employee staff meetings with five (5) days advance notice. Employees who are not scheduled to work but are required to attend will receive appropriate compensation for attendance. In the event an employee is required to attend but is unable to do so because of a conflict the employee will notify the Library Director or designee. Employees who are scheduled to work on the day of a staff meeting that is conducted before or after the employee's shift time will receive appropriate compensation for attendance.

ARTICLE XVIII.

PROMOTIONAL OPPORTUNITIES NOTICE

The Employer will provide the Union Steward with a copy of a notice of promotional opportunity no less than ten (10) days prior to each respective promotion. Such notice may be posted on the Union bulletin board.

ARTICLE XIX.

HEALTH AND SAFETY

The Employer agrees that no employee will be required to work under any conditions which are not reasonably safe or healthful and agrees to continue to make all reasonable efforts to provide a safe and healthful working environment for the employees during the hours of their employment.

It is the responsibility of the appropriate Township Manager or designee to determine if it is hazardous or unhealthy for employees to occupy all or a portion of the premises maintained by the Employer. If the official determines that it is hazardous or unhealthy for employees to occupy all or a portion of the premises maintained by the Employer, the Employer will not require employees to continue to work in such hazardous or unhealthy area until such time as the hazardous or unhealthy condition is corrected or abated. If the appropriate Township Manager or designee determines that the hazardous or unhealthy condition has been corrected or abated, employees must return to work as directed by the Employer. If the Township Manager or designee determines that it is hazardous or unhealthy for employees to continue to work, all employees will be paid for the hours they were scheduled to work on that day. If the hazardous or unhealthy condition requires more than one day to correct or abate, the Employer in its sole discretion may make payments for the time an employee was scheduled to work or require the use of paid leave time or unpaid leave time.

The Union has the right to raise a potential issue of safety and/or health with the Employer at any time. Notice should be provided to the Library Director, or his or her designee, of any potential issues of safety and/or health. The Employer will take potential issues of safety and/or health under consideration and respond to the Union in a reasonable amount of time. The Employer will update the Union as to the status of correcting a problem within twenty-four (24)

hours. The Union is aware that the matter may not be corrected within twenty-four (24) hours but would ask the Employer to keep them informed.

No employee shall be discharged or otherwise disciplined for filing any reasonable complaint or instituting or causing to be instituted any proceeding based upon a reasonable complaint, relating to occupational safety or health, or for testifying in any such proceeding pursuant to law, or because of the exercise by such employee of any right afforded under PEOSHA, whether on behalf of the employee or others.

ARTICLE XX.

INCLEMENT WEATHER & EMERGENCIES

Where it appears to the Library Director, or his or her designee, that it may be appropriate to close the Library due to inclement weather conditions or an emergency, or when the Governor declares state of emergency in the affected area which includes Essex County and Livingston the Library Director will contact the Township Manager, or designee or Chief of Police, and ascertain whether there will be a closure of Township facilities and release of Township employees. The Library Director will then decide whether it is appropriate to close the Library and release employees due to inclement weather conditions or an emergency. If the Library Director closes the Library due to inclement weather conditions or an emergency, employees will be notified of this decision as soon as possible through direct communications to employees, a telephone phone chain and/or announcements on local radio/television stations.

Whenever the Library is closed due to inclement weather conditions or an emergency, all employees scheduled to work will be paid for the hours that they were scheduled to work. This includes time an employee is scheduled to work for a delayed opening of or early release from the Library due to inclement weather conditions or an emergency. However, employees on leave for any reason, or otherwise not scheduled to work, will not be paid nor otherwise receive credit for the time the Library is closed due to inclement weather conditions or an emergency.

ARTICLE XXI.

PROBATIONARY EMPLOYEES

- A. Employees who are newly hired or promoted within the Non-Supervisory Unit subsequent to the date of execution of this Agreement shall remain probationary until successful completion of one hundred twenty (120) days of service from the effective date of hiring or appointment by the Employer.
- B. 1. Newly hired employees only shall not accrue seniority during the probationary period and their employment may be terminated at any time in the sole discretion of the Employer. Termination of employment during the probationary period shall not be subject to the grievance or discipline provisions of this Agreement.
2. Upon successful completion of the probationary period, newly hired employees will be awarded seniority credit retroactive to the effective date of hiring or appointment by the Employer.

ARTICLE XXII.

OUT OF TITLE WORK

In the event that an employee is assigned to perform work in a job title higher than his or her own job title for a period in excess of fifteen (15) consecutive work days, the employee, while performing in the higher job title, will be compensated at the rate of five percent (5%) more than the employee's normal base salary.

ARTICLE XXIII.

NO STRIKE/NO LOCKOUT CLAUSE

Adequate procedures have been included in this Agreement by the parties for the equitable resolution of grievances arising out of this Agreement. The Employer will not lock out any employee. The Union, its officers, members, agents and principals will not engage in, encourage, sanction or suggest strikes, slowdowns, resignations, absenteeism, unlawful picketing, or any other suspension or interference with normal work performance.

ARTICLE XXIV.

NON-DISCRIMINATION

The Employer and the Union both agree that they shall not discriminate against any employee because of race, color, creed, origin, age, gender, sexual orientation, mental, physical or perceived disability, HIV or other blood borne pathogens, military status, marital status or Union membership.

The Library will adopt and administer policies in accordance with applicable provisions of the Domestic Partnership Act, N.J.S.A. 26:8A-2, et seq.

ARTICLE XXV.

SAVINGS CLAUSE

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

ARTICLE XXVI.

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2004, and shall remain in full force and effect to and including December 31, 2006.
- B. Negotiations for a new Agreement will commence pursuant to the Rules and Regulations of the Public Employment Relations Commission.

Communication Workers of America
AFL/CIO Local 1031

Township of Livingston/Livingston
Library

By: _____

By: _____

Date:

Date:

Full-Time Non-Supervisory Employee Salary Scale Effective January 2004

	Librarian	Specialist	Library Asst.	Lead Custodian	Custodian
1	\$39,442	\$27,966	\$22,394	\$34,871	\$21,727
2	\$40,477	\$28,697	\$23,002	\$35,900	\$22,813
3	\$41,513	\$29,430	\$23,608	\$36,929	\$23,900
4	\$42,546	\$30,161	\$24,215	\$37,958	\$24,986
5	\$43,580	\$30,892	\$24,822	\$38,987	\$26,073
6	\$44,616	\$31,622	\$25,430	\$40,016	\$27,159
7	\$45,620	\$32,354	\$26,037	\$41,045	\$28,246
8	\$46,684	\$33,086	\$26,644	\$42,074	\$29,331
9	\$47,720	\$33,818	\$27,251	\$43,103	\$30,418
10	\$48,755	\$34,549	\$27,858	\$44,132	\$31,504
11	\$49,787	\$35,278	\$28,463	\$45,162	\$32,591
12	\$50,823	\$36,010	\$29,071	\$46,191	\$33,677
13	\$51,857	\$36,743	\$29,678	\$47,220	\$34,764
14	\$52,893	\$37,475	\$30,286	\$48,249	\$35,850
15	\$53,928	\$38,205	\$30,892	\$49,270	\$36,937
16	\$54,966	\$38,936	\$31,500	\$50,307	\$38,022

Full-Time Non-Supervisory Employee Salary Scale Effective January 2005

	Librarian	Specialist	Library Asst.	Lead Custodian	Custodian
1	\$40,822	\$28,945	\$23,178	\$36,091	\$22,487
2	\$41,894	\$29,701	\$23,807	\$37,157	\$23,611
3	\$42,966	\$30,460	\$24,434	\$38,222	\$24,737
4	\$44,035	\$31,217	\$25,063	\$39,287	\$25,861
5	\$45,105	\$31,973	\$25,691	\$40,352	\$26,986
6	\$46,178	\$32,729	\$26,320	\$41,417	\$28,110
7	\$47,217	\$33,486	\$26,948	\$42,482	\$29,235
8	\$48,318	\$34,244	\$27,577	\$43,547	\$30,358
9	\$49,390	\$35,002	\$28,205	\$44,612	\$31,483
10	\$50,461	\$35,758	\$28,833	\$45,677	\$32,607
11	\$51,530	\$36,513	\$29,459	\$46,743	\$33,732
12	\$52,602	\$37,270	\$30,088	\$47,808	\$34,856
13	\$53,672	\$38,029	\$30,717	\$48,873	\$35,981
14	\$54,744	\$38,787	\$31,346	\$49,938	\$37,105
15	\$55,815	\$39,542	\$31,973	\$50,994	\$38,230
16	\$56,890	\$40,299	\$32,603	\$52,068	\$39,353

Full-Time Non-Supervisory Employee Salary Scale Effective January 2006

	Librarian	Specialist	Library Asst.	Lead Custodian	Custodian
1	\$42,047	\$29,813	\$23,873	\$37,174	\$23,162
2	\$43,151	\$30,592	\$24,521	\$38,271	\$24,320
3	\$44,255	\$31,374	\$25,167	\$39,368	\$25,479
4	\$45,356	\$32,153	\$25,814	\$40,465	\$26,636
5	\$46,458	\$32,932	\$26,461	\$41,562	\$27,795
6	\$47,563	\$33,711	\$27,110	\$42,659	\$28,953
7	\$48,633	\$34,491	\$27,757	\$43,756	\$30,112
8	\$49,767	\$35,271	\$28,404	\$44,853	\$31,268
9	\$50,872	\$36,052	\$29,051	\$45,950	\$32,427
10	\$51,975	\$36,831	\$29,698	\$47,047	\$33,585
11	\$53,075	\$37,608	\$30,343	\$48,145	\$34,744
12	\$54,180	\$38,388	\$30,991	\$49,242	\$35,901
13	\$55,282	\$39,170	\$31,638	\$50,339	\$37,060
14	\$56,387	\$39,950	\$32,286	\$51,436	\$38,218
15	\$57,490	\$40,728	\$32,932	\$52,524	\$39,377
16	\$58,597	\$41,508	\$33,581	\$53,630	\$40,533

Part-Time Non-Supervisory Employee Hourly Salary Ranges

	Librarian	Specialist	Librarian Asst.	Custodian
Effective January 2004	\$19.42 - \$30.20	\$12.70 - \$21.39	\$10.09 - \$17.30	\$11.94 - \$20.89
Effective January 2005	\$20.10 - \$31.26	\$13.17 - \$22.14	\$10.44 - \$17.91	\$12.35 - \$21.62
Effective January 2006	\$20.70 - \$32.20	\$13.57 - \$22.80	\$10.76 - \$18.48	\$12.79 - \$22.38

	Page	Lead Custodian
Effective January 2004	\$5.75 - \$6.00	\$19.16 - \$27.64
Effective January 2005	\$5.95 - \$6.21	\$19.83 - \$28.61
Effective January 2006	\$6.13 - \$6.40	\$20.52 - \$29.60