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COLLECTIVE BARGAINING AGREEMENT

Between

CRANFORD FREE PUBLIC LIBRARY

BOARD OF TRUSTEES

and

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1031, AFL-CIO**

January 1, 2005 through December 31, 2007

PREAMBLE

This Agreement entered into by the Cranford Free Public Library Board of Trustees, hereinafter referred to as the “Library” 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 Union and the Library, and to provide for conduct of the business of the Library under methods that will further to the fullest extent possible the economy and efficiency of operations, realization of maximum levels of productivity and service to the public, and protection of property. It is the further intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The Library and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE 1
RECOGNITION

The Library 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 and nonprofessional Employees employed by the Cranford Free Public Library Board of Trustees, including Reference Librarian, Librarian, Page, Senior Librarian, Technical Service Assistant, Desk Assistant, Library Assistant, Children's Assistant, Clerk/Technical Services, Clerk/Acquisitions, Supervising Library Assistant, Building Maintenance Worker and Monitor, but excluding all managerial executives, confidential employees, supervisory employees within the meaning of the act, craft employees, casual employees, high school pages, administrative secretary and all other Employees employed by the Employer. If the Employer adds new titles to the units that are clearly not managerial, supervisory or confidential, it agrees that within thirty (30) days, it will

- (1) Notify the Union
- (2) Give a copy of any job specification for the new title to the Union
- (3) Advise the Union of the proposed hours of work, wages and other

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 disputes which may exist concerning negotiable issues. It is the intention of the parties, if possible, to reach mutual agreement on inclusion of new titles that appropriately belong in the unit. It is the further intention of the parties to use wage scales for existing titles as a basis to determine the appropriateness of the wage rate established for such new titles.

ARTICLE 2

DUES CHECKOFF AND AGENCY FEE

A. Dues Checkoff

1. Upon receipt of a properly written authorization from the Employee, the Library shall deduct Union dues in an amount certified by the Union within thirty (30) days of receipt by the Library. The library 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 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 Library and the Union after May 15th of the same year. The Library shall cease to make dues deductions for that Employee.

B. Agency Fee

The Library 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 with the 30th day of employment. The 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 Library.

C. Hold Harmless

The Union agrees to indemnify and hold the Library harmless against any and all claims, suits, orders or judgments brought or issued against the Library or the Union under the provisions of this Article of the Agreement and for any attorney fees incurred by the Library in connection with any such claim or suit that may be filed.

ARTICLE 3

MANAGEMENT RIGHTS

The Library has both the legal responsibility and the sole right to manage and conduct the business of the Library and, except as specifically limited in this Agreement, to:

- (a) Direct the employees,
- (b) Hire, promote, transfer, assign, schedule, layoff and recall,
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause,
- (d) Control of all Library property.

The management and direction of the work force shall be in the sole discretion and the sole responsibility of the Library, and except as

otherwise provided herein, the Library retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; to subcontract; plan, direct and control the entire operation of all departments; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; make technological improvements and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Library prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Library prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Library, except as limited herein.

ARTICLE 4

NO STRIKE

Section 1. There shall be no strikes, work stoppages, slowdowns or other interruptions of work for any reason whether or not specified herein or contemplated by the parties at the time this contract is made, and whether or not the reason for such conduct is subject to any grievance and

arbitration provisions that may be contained in this contract. Any such action shall be a violation of this Agreement.

No officer or representative of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Library shall have the right to take disciplinary action including discharge against any Employee participating in a violation of the provisions of this Article. Nothing contained in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under the law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.

Section 2. In consideration of the foregoing, the Library agrees not to lock-out or cause to be locked out any Employee covered under the provisions of this Agreement.

ARTICLE 5

UNION RIGHTS

A. Union Activities

1. The Union will advise the Library in writing of the names of its representatives and the terms for which they are to serve in a representative capacity.

2. When an authorized representative is excused from his/her assigned duties, in order to investigate a grievance or represent a grievant, he/she shall:

- a. notify the supervisor of the general nature of the absence;
- b. notify his/her supervisor or designated representative upon return to the job.

3. No loss of pay shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure.

4. The Union will be permitted to hold meetings no more than once a month, to be attended by members on non-work time, in the Library. Union Stewards and members shall also have the right to distribute written materials and discuss Union matters with Employees on non-work time. At the conclusion of the meeting, the Union will clean and restore the meeting room to its pre-meeting condition.

B. Bulletin Board The Union shall have the use of a bulletin board in a mutually agreeable place. This bulletin board will be solely for the purpose of exhibiting official business of the Union. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene or defamatory with respect to the Library or its representatives and

Employees nor anything constituting partisan political activity. Materials which violate provisions of this Article shall not be posted by the Union.

Material to be posted will consist of the following:

1. Union elections and results thereof;
2. Union appointments;
3. Union meetings and activities;
4. Social and recreational events of the Union;
5. Reports of official Union business and achievements.

The posting of appropriate materials as herein described shall be limited to the space of the bulletin boards designated for the exclusive use of the Union.

C. Union Leave

Members of the Union who are elected or designated by the Union to attend any meeting or education conference of the Union or other group with which it is affiliated, may be granted the necessary time off without loss of pay, provided that the notification is given to the Library Director in writing by the Union at least one (1) month in advance except in emergency situations, and provided that such time off does not unduly interfere with the operations of the Library. Such a request shall not exceed a total of

five (5) working days per member, or an aggregate of five days for all members per bargaining unit per year.

ARTICLE 6

DISCIPLINE & GRIEVANCE

Grievance Policy

1. Grievance purpose and definitions:

- a) The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the disputes which may arise affecting the terms and conditions of employment.
- b) A grievance is hereby defined as any appeal by an Employee, group of Employees, or their representatives, over the interpretation or application of the Articles or provisions of this Agreement.
- c) Minor discipline is defined as any disciplinary action involving a five day suspension or less, including docking or pay for less than five days and letters of reprimand.
- d) Major discipline is defined as a disciplinary action involving a suspension of greater than five days including demotion and termination.
- e) The term “days” when used in this article, shall, except where otherwise indicated, exclude Saturdays, Sundays and holidays.

f) Employees may only be disciplined for just cause.

2. Procedure

a) It is important that grievances be processed as rapidly as possible.

The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process.

However, when mutually agreed by both the grievant and the Library, the time limits given below may be extended.

b) If the Library does not answer a grievance or an appeal thereof to the Union within the specified time limits, the Union may proceed to the next step of the grievance procedure.

3. Representation and Investigation

a) A Union Steward shall be permitted to investigate and represent

Employees of the Library in grievances or disciplinary appeals. The investigation should normally be done during non-work hours but

where necessary up to one (1) hour may be permitted to investigate a grievance. Grievance step meetings shall be conducted without loss

of pay for any reasonable amount of regular scheduled work time used for that purpose.

b) Employees who serve as witnesses during a grievance shall be able to do so without loss of pay for any reasonable amount of regular scheduled work time used for that purpose.

4. Grievance Steps

a) Step One: Immediate supervisor or department head. Any Employee who feels he/she has a grievance may take up the grievance with his/her immediate supervisor or the department head within ten (10) days of the date upon which the Employee became aware or should have become aware of its occurrence and failure to initiate a grievance within that time period constitutes an abandonment of the grievance with prejudice. The immediate supervisor or department head shall attempt to adjust the grievance on an oral or informal basis within two (2) days. If the grievance is denied, the supervisor shall confirm the denial in writing. A grievant shall be entitled to representation. The choice of representative shall be by the Employee at this and all subsequent steps of the procedure. The failure to initiate a grievance within this time limit constitutes a waiver of any and all subsequent steps in this grievance procedure and constitutes an acceptance of the response given by the immediate supervisor or department head.

- b) Step Two: Library Director. If the grievance has not been resolved, the grievance may be submitted to the Library Director within five (5) days following the determination at Step One. Within ten (10) days of notification by the Employee(s) a meeting shall be held by the Library Director or his/her designee. At this meeting, the grievant may be represented by a representative of his/her choice. A decision will be rendered, in writing, within ten (10) days following the meeting by the Library Director or his/her designee.
- c) Step Three: Library Board of Trustees. If the grievance has not been resolved, it may be submitted, within ten (10) days of the decision at Step Two, to the President of the Board of Trustees or his/her designee. Within twenty (20) days of notification by the grievant or at the next regular Board of Trustees meeting, whichever is sooner, a hearing shall be held with the Board of Trustees or a committee designated by the Board. The grievant may be represented at this meeting by his/her representative. A decision will be rendered in writing, within ten (10) days following this hearing.

d) Final Step: Arbitration

- 1) If the grievance is over discipline or it is a contractual grievance and has not been resolved at Step 3, it may be submitted within twenty (20) days of the decision at Step Three to Arbitration.
- 2) a) Any unresolved disciplinary or contractual grievance may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the Step 3 decision.

b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- 3) The cost of the arbitration hearing shall be borne equally by the Union and the Library.
- 4) The Arbitrator must be selected from a list submitted by PERC which is mutually agreed upon by both the Library and the Union. The Arbitrator may design any remedy he/she sees

fit so long as it is consistent with the provisions of this Agreement, and the laws of New Jersey. The arbitrator's ruling is final and binding.

ARTICLE 7

SALARIES AND WAGES

Section 1 During the term of this Agreement (January 1, 2005 through December 31, 2007) there shall be wage adjustments for all Employees covered hereunder as follows:

A. Full-Time Employees

Salary ranges for the term of this Agreement for the titles covered hereunder are hereby established as follows:

| | | |
|-------------------------------|------|------------------|
| Senior Librarian | 2005 | 40,200 to 52,763 |
| | 2006 | 41,808 to 54,874 |
| | 2007 | 43,480 to 57,069 |
| Librarian | 2005 | 36,432 to 46,482 |
| | 2006 | 37,890 to 48,341 |
| | 2007 | 39,405 to 50,275 |
| Supervising Library Assistant | 2005 | 31,407 to 44,028 |
| | 2006 | 32,663 to 45,790 |
| | 2007 | 33,970 to 47,621 |
| Library Assistant | 2005 | 22,613 to 31,407 |
| | 2006 | 23,517 to 32,663 |
| | 2007 | 24,458 to 33,970 |

Full-time Employees shall not be paid less than the minimum of the salary range of their title as established herein.

All full-time Employees covered hereunder shall receive general wage increases set forth below subject to the provisions of Section 2 of this Article:

1. Effective 1/1/2005 - 4%
2. Effective 1/1/2006 - 4%
3. Effective 1/1/2007 - 4%

B. Part-Time Employees (Professional)

All professional part-time Employees covered hereunder shall receive the general wage increases set forth below subject to the provisions of Section 2 of this Article:

1. Effective 1/1/2005 - Hourly rate becomes \$20.00 for all.
2. Effective 1/1/2006 - 5% increase
3. Effective 1/1/2007 - 5% increase

C. Part-Time Employees (Non-Professional)

All non-professional part-time Employees covered hereunder shall receive the general wage increases set forth below subject to the provisions of Section 2 of this Article:

Library Assistants*

1. Effective 1/1/2005 - 4% increase or \$9.25 per hour, whichever is greater
2. Effective 1/1/2006 - 4% increase or \$10.00 per hour whichever is greater
3. Effective 1/1/2007 - 4% increase or \$10.75 per hour whichever is greater

*with these exceptions – Jane Gilbertson, Fran Henderson and Loretta Reilly will receive the following increases:

1. Effective 1/1/2005 - 4.5%
2. Effective 1/1/2006 - 4.5%
3. Effective 1/1/2007 - 4.5%

Pages and Building Maintenance Worker

1. Effective 1/1/2005 - 4.5%
2. Effective 1/1/2006 - 4.5%
3. Effective 1/1/2007 - 4.5%

Section 2. The general wage increases set forth above shall be applied to existing rates or newly established minimum rates as applicable for all Employees covered by this Agreement who have been employed by the Library in a full-time capacity for six months or more, and shall be applied to existing rates or newly established minimum

rates as applicable for all part-time Employees who have been employed by the Library for six months or more provided that no Employee shall be paid above the maximum or below the minimum of the salary rates or ranges established herein.

Section 3. Eligibility and Benefit Levels for Part-Time Employees

Part-time Employees who work six hundred (600) hours or more for one (1) year shall be entitled to benefit levels of forty (40) hours vacation, twenty-five (25) hours holiday and twenty-five (25) hours of sick time which shall be administered in accordance with present practice.

Part-time Employees who work less than six hundred (600) hours per year, who have been working for the Library for ten (10) years or more, shall receive pro-rated holiday, vacation and sick leave hours.

ARTICLE 8

WORK WEEK

The Employer will schedule the days and hours when the Library will be open to the public and will also schedule any other work required to be performed. The standard work week for full-time Employees shall be a five-

day week consisting of 35 hours of work per week. Employees who are regularly scheduled to work less than 35 hours per week are considered to be part-time staff.

Evening and Saturday work are conditions of employment. When an Employee works on a Saturday, corresponding time off will be given during the week.

ARTICLE 9

COMPENSATORY TIME

Compensatory time is granted to Employees who work on a holiday on which the Library is open, or who work more than their scheduled hours in any one week as authorized by the Director due to staffing shortage. Straight equivalent time off is given for any such hours worked.

Up to five (5) days or thirty-five (35) hours of compensatory time may be accumulated. This time must be used within one (1) year of the date it is earned, but once thirty-five (35) hours of compensatory time has been accumulated any additional overtime worked should be flexed within the pay period worked or the next succeeding pay period.

ARTICLE 10

MEAL TIME AND REST PERIODS

Staff members will receive one hour for lunch for those working the day shift, and a 1 ¼ hour dinner break (in lieu of evening break) for those working during the evening; Saturday scheduling may vary.

Full and part-time staff members may take a fifteen-minute break morning and afternoon. All breaks should be staggered so that efficient library service is not interrupted.

ARTICLE 11

STAFF SERVICE AND PERQUISITES

Lockers: Each Employee is assigned locker space for clothing and personal possessions (except perishables)

Staff Room: A staff lounge with kitchen facilities is provided for the comfort and convenience of all staff members. Light meals may be prepared and eaten in the kitchen. Staff members are expected to cooperate in sharing all facilities and in keeping these areas neat and clean.

Telephone Usage: Library telephones are for Library business.

Personal phone calls, outgoing and incoming, are not prohibited, but should be held to a minimum so as not to interfere with Library work. Personal toll calls must be paid for.

Parking: Parking space is provided.

Book Purchasing: Staff members have the privilege of purchasing books at a discount if the titles are available through the Library's regular book suppliers.

Loan of Library Materials: Staff members are excused from fines for overdue material. Courtesy to other borrowers dictates that this policy not be abused. Best sellers and other popular books may be reserved; however, staff members must take their turn with the public. Staff members are not permitted to borrow unprocessed materials which have not yet been placed on shelves for circulation.

Inclement Weather: The Library will be considered open in the event of snow or other bad weather unless staff members are otherwise notified by the Director. The decision to close the Library will be made by the Library Director taking into account the safety and health of the staff with notice to the Board President or Township Administrator, if the Board President is unavailable. Every effort should be made on the part of staff to

report to work. A scheduled Employee who does not report to work will be considered absent. The lost time will be counted as vacation time or otherwise deducted from the Employee's accumulated time. When the Library is closed due to snow, flooding, or other outside conditions, time lost by professional and clerical staff does not have to be made up. In the case of such a closing on Friday, staff members off for Saturday work are given a compensatory day. A telephone chain is used to notify staff of unexpected Library closings.

Flex Time: Within a two-week period, staff members may adjust their hours, with the approval of the Assistant Director, in one half hour segments. Such time may not be accumulated but is intended to allow flexibility in staff schedules as long as the Library is not inconvenienced. Any permanent change in hours must be approved by the Director.

Education and Professional Development: Staff members are given time for library related courses. Scheduling must be approved by the Director. With the Board of Trustees approval, educational fees will be paid by the Library. The Library encourages staff participation in professional associations. The attendance at professional workshops, meetings and seminars at which staff members learn and also contribute must be approved in advance by the Director. Attendance at such professional

meetings is generally considered “working time” with limits set by the Director based on the scheduling and staffing needs of the Library. Mileage to approved meetings is paid at the current Township rate. Registration fees, tolls and parking, and some meals will be reimbursed by the Library depending on budgeted funds. Expenses should be reported with available receipts as soon as possible following the event.

ARTICLE 12

HEALTH INSURANCE

From the start of the 61st day of full-time employment, the Employee will receive Hospitalization Service Plan, Medical Surgical Plan and Major Medical coverage in accordance with the rules and regulations of the carrier. Eligible dependents (spouse and children under nineteen) are also covered at no charge under the Family Plan.

All full-time eligible Employees and eligible dependents are covered by the New Jersey Dental Plan. Coverage begins after two months of employment.

All eligible Employees are covered, and dependents are covered under the Family Plan. Prescription coverage co-pays are as follows:

| <u>Year</u> | <u>Generic</u> | <u>Brand Name</u> |
|-------------|----------------|-------------------|
| 2004 | \$2.00 | \$4.00 |

| | | |
|------|--------|---------|
| 2005 | \$5.00 | \$10.00 |
| 2006 | \$6.00 | \$12.00 |
| 2007 | \$6.00 | \$12.00 |

Any of the existing insurance plans may be changed by the Employer during the term of this Agreement provided the coverage is at least substantially equivalent to the existing coverage. If allowed, by the insurance carriers, part-time Employees may purchase any or all of the health benefits at the Employer's group rate.

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of creditable service as a full-time Employee of the Township of Cranford; (2) become eligible in all respects for pension benefits in accordance with rules and regulations of the Bureau of Public Employee Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired on or after January 1, 2002; and (4) been awarded a pension shall be entitled to medical benefits while in retired status as set forth below:

The Employer shall contribute towards a Group Hospitalization, Medical Surgical and Major Medical Plan(s) two and one-quarter percent (2 ¼%) of the monthly premium for each complete year of creditable service as a full-time Employee of the Employer for each Employee who retires on or after January 1, 2002 in a manner hereinabove set forth in this Article and the immediate dependents at time of retirement.

ARTICLE 13

HOLIDAYS

Employees receive the following thirteen legal holidays: New Year's Day, Martin Luther King's Day, Lincoln's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Christmas, and any other holidays declared by the Mayor or the Board of Trustees.

The Library is generally open on Lincoln's Birthday, Election Day and Veterans Day, for which Employees who work will receive compensatory time or for which other library closings will be designated by the Board of Trustees.

When a holiday falls on Saturday it will be celebrated on the Friday and when the holiday falls on Sunday it will be celebrated on Monday.

Employees must work the scheduled workday before and after the holiday to be eligible for holiday pay. Absences for approved vacation or doctor certified illness will be considered as excused absences that will satisfy the day before and day after holiday requirement.

ARTICLE 14

VACATION

A. All current full-time Employees will continue to earn twenty (20) working days (four weeks) vacation per calendar year—or five (5) working days a quarter, and will also be entitled to twenty-five (25) working days (five weeks) vacation per calendar year after twenty-five (25) years of service.

B. Vacation may be taken after the probationary period, and all vacation must be used within the calendar year it is earned; it cannot be carried over.

C. Each staff member's choice of vacation time will be given consideration subject to seniority and efficient staffing of the Library.

D. Holidays occurring during a vacation period are not counted as vacation days.

E. If serious illness or injury occurs during a vacation, some credit for sick leave may be given, subject to approval by the Director.

ARTICLE 15

PERSONAL DAYS

A. Full-time staff members are allowed three (3) days annually for religious, legal, educational or other personal business to be taken at the discretion of the Director. These days are not cumulative and must be requested in advance.

B. Employees hired after 1/1/99 shall earn personal days on the basis of one (1) day for each four (4) months of employment during the first calendar year of employment to a maximum of three (3) days and thereafter shall be allowed three (3) days annually in accordance with the provisions of paragraph A of this Article.

ARTICLE 16

SICK LEAVE

Beginning January 1, 1991, Employees will earn one (1) day of sick leave with pay for each calendar month of full-time employment.

Employees will begin earning sick leave the first of the month following the

first day of work as a full-time Employee. Unused sick-leave days with pay may accrue without limitation.

In unusual cases of prolonged illness, the Board of Trustees may recommend to the Township Committee a sick leave up to a maximum of twenty-six (26) weeks at one-half pay.

An Employee may use up to five (5) working days of his accumulated sick leave for attendance on a seriously ill member of his/her immediate family. This leave is subject to administrative review and approval.

Sick leave may be used for keeping a medical or dental appointment which cannot be scheduled outside of working hours.

Sick leave is calculated in hours.

Illness must be reported to the Library Director within one-half hour of the Library's opening, or immediately if it occurs during the workday.

An Employee who uses three (3) or more sick days consecutively, or who uses six (6) or more sick days within a thirty (30) day period, may be required by the Library Director to supply a doctor's note.

A regular full-time Employee with fifteen (15) or more years of continuous service shall be entitled to apply one (1) of every four (4) days of unused accumulated sick leave, up to a maximum of thirty-two and one-half (32.5) days, to his or her terminal leave.

ARTICLE 17

JURY DUTY AND COURT APPEARANCE

Full-time staff members called for jury duty, or as a witness in court, will be granted leave with pay. If scheduling difficulties make it advisable that the staff member be excused, the Director will make the request.

A staff member on jury duty will be expected to give as much time to regular duties at the Library as jury service permits.

ARTICLE 18

DEATH IN FAMILY

Three (3) days absence with pay is allowed all full-time Library Employees for a death in the immediate family and one (1) day for other relatives, close friends or associates. If for religious reasons a longer period is required, it will be at the discretion of the Director.

This is in addition to any other leave.

ARTICLE 19

LEAVE OF ABSENCE

Military Leave: A full-time Employee who is a member of the National Guard, Air National Guard or a reserve component of any of the

Armed Forces of the United States and required to engage in field training shall be granted a military leave of absence with full pay less compensation earned in performance of such training. Such paid leave of absence shall be in addition to vacation accrued.

Following honorable discharge from military service, the Employee will be reinstated in the original or a comparable position without loss of seniority provided the Library is notified sixty (60) days prior to discharge.

Family Leave: The Library Board has adopted and will administer a family leave policy in accordance with applicable provision of the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA).

Other Leaves of Absence: Leaves of absence without pay may be granted to full-time permanent Employees by the Board of Trustees based on the recommendation of the Director. Leaves for up to six (6) months may be granted for personal reasons and a six-month extension granted. Requests for leave should be made to the Director in writing at least thirty (30) days prior to the date leave would commence. Leaves of absence without pay may also be granted to permanent part-time Employees on the recommendation of the Director for a period of up to three (3) months.

In deciding upon the leave request the Director will take into consideration the service record of the Employee, the benefits to the Library to be derived from the leave, and the expectation that the Employee will return to the Library's full-time staff.

Health, pension and life insurance payments during leave of absence must be made by the Employee.

ARTICLE 20

LAY OFF

In cases of financial emergencies the Library may, after discussion with the Union, deem it necessary to reduce staff. In such instances the Director shall recommend to the Board of Trustees those job classifications that are to be reduced and/or abolished and the individuals in those positions who are to be laid off. Within each classification, Employees will be rated on their performance, abilities, and skills. When these measures are about equal, the length of time employed shall be the deciding factor with the individuals serving the shortest time laid off first.

The Union and the Employees so affected will be given fifteen (15) working days notice and will be considered first for reemployment when the Library has an opening.

If a position has to be abolished due to a reorganization, the Director will try to reassign affected permanent Employees to positions for which they may be qualified. If no position is available, the affected employee(s) will be laid off following the procedure for lay offs due to financial emergencies. An Employee affected will be considered first when an opening for which the Employee is qualified occurs.

ARTICLE 21

TERMINATION

Resignation: An employee who makes the decision to resign should, in order to leave in good standing, notify the Director in writing at least ten (10) working days in advance.

ARTICLE 22

JOB DESCRIPTION

Section 1 The Library shall prepare job descriptions for titles and positions covered by this Agreement and shall make such descriptions available to current Employees and to new hires.

Section 2 The Library shall make any changes in such job descriptions available to current Employees and to new hires.

ARTICLE 23

EVALUATION AND PERFORMANCE

The purpose of performance evaluation is to help Employees make progress in their work and learn where they stand in the minds of their supervisors.

Such reviews will be considered as one factor in determining salary increases, promotions, reclassifications or dismissals.

Performance evaluations are prepared for all permanent Employees after the first three (3) months of employment and upon transfer or promotion, and annually thereafter. Evaluations are prepared by the Employee's immediate supervisor and submitted in writing to the Director. Each performance review must be accompanied by a personal conference with the supervisor in which the Employee may examine the review and have an opportunity to ask questions or make comments. The Employee will sign the evaluation form.

Disagreement with the performance rating, or parts thereof, may be raised as a grievance in writing to the Director within thirty (30) days from the date of the conference. Any written statement by the Employee will become part of the personnel folder along with the evaluation form.

ARTICLE 24

PERSONNEL RECORDS

The Library maintains an individual file on each Employee consisting of job application, resume, letters confirming employment, letters relating to work performance, job evaluations, attendance and salary records and other material related specifically to the individual worker.

The individual's file is confidential information to be maintained by the Director's office for use by the Director in decision making on the Employee's status. This file is available to the Employee upon request and selected information from it may be made available to a Union representative and others with the Employee's approval.

ARTICLE 25

HEALTH AND SAFETY

The Library will continue to provide for the safety and health of its Employees during the hours of employment, and the provision for health and safety set forth in the Staff Manual shall continue to apply to all Employees covered hereunder.

Detailed procedures to follow in the event of power failure, fire and other emergencies can be found in the Library Rules at the circulation desk.

In the event it is determined that it is hazardous or unhealthful for Employees to occupy all or any portion of the premises maintained by the Employer, the Employer shall not require Employees to continue to work in such hazardous or unhealthful environment until such time as the condition is corrected or abated. Whenever possible, Employees in the affected area may be reassigned to a non-hazardous area.

If Employees need to vacate the premises because of unhealthy or unsafe conditions, they shall not suffer any loss of pay for that day.

It is agreed that hazardous or unhealthful conditions will be considered to exist when any violation of the Cranford Township health codes, PEOSHA regulations or the New Jersey Indoor Air Quality Standards is evident.

ARTICLE 26

LABOR/MANAGEMENT MEETINGS

Labor/Management Meetings to discuss non-contract issues considered important by either the Union or the Employer, may be arranged by mutual agreement between the Union representative and the Library Director.

Meetings shall be attended by such representatives for the parties as they deem useful to the discussion.

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 members of the Union attending such meetings shall not lose time or pay for time so spent.

ARTICLE 27

SAVINGS CLAUSE

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

ARTICLE 28

FULLY BARGAINED CLAUSE

The foregoing constitutes the entire Agreement between the parties and shall supercede any and all regulations in conflict therewith, which were previously in effect. All other rules and regulations affecting conditions of work which were in effect at the time of signing of this Agreement shall remain in effect and are made part of this Agreement. Nothing herein shall be construed to supercede any decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

ARTICLE 29

TERMS OF AGREEMENT

Section 1. The term of this Agreement shall be for a period of three (3) years beginning January 1, 2005 and remaining in full force and effect through December 31, 2007.

Section 2. The Agreement shall be renewed from year to year thereafter unless either party provides written notice to the other party of its desire to terminate, modify or amend the Agreement not less than ninety

(90) days prior to the expiration date of 12/31/2007 or ninety (90) days prior to December 31 of any succeeding year for which the Agreement has been renewed.

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

FOR THE CRANFORD LIBRARY

FOR THE COMMUNICATIONS
WORKERS OF AMERICA

President, Board of Trustees.

Staff Representative

Board Secretary
