

1188

AGREEMENT

Between

BOARD OF LIBRARY TRUSTEES
OF THE CITY OF CLIFTON
Passaic County, New Jersey

and

CLIFTON CITY EMPLOYEES' ASSOCIATION
LIBRARY UNIT

January 1, 1990 through December 31, 1992

LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, New Jersey 07601

(201) 488-0880

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	1
I	Employee Evaluation Procedures	2
II	Recognition	4
III	Non-Discrimination	5
IV	Grievance Procedure	6
V	Dues Deduction	11
VI	Management Rights	13
VII	Travel With Personal Vehicle	15
VIII	Vacancies	16
IX	Hospitalization and Insurance	17
X	Sick Leave, Personal Days, Terminal Leave ..	20
XI	Leaves of Absence	25
XII	Bereavement Leave	27
XIII	Vacations.....	28
XIV	Holidays	30
XV	Salaries	31
XVI	Longevity	32
XVII	Emergency Pay	33
XVIII	Hours of Work	34
XIX	Clothing Allowance	38
XX	Temporary Assignments	39
XXI	Death Benefits	40

TABLE OF CONTENTS (cont.)

XXII	Personnel Files	41
XXIII	Equipment	42
XXIV	Agency Shop	43
XXV	Separability and Savings	46
XXVI	Completeness of Agreement	47
XXVII	Maintenance of Work Operation	48
XXVIII	Residency	50
XXIX	Maternity Leave	51
XXX	Term and Renewal	52
	Signature Page	53

PREAMBLE

THIS AGREEMENT this 17 day of OCTOBER,
1991, by and between the CLIFTON PUBLIC LIBRARY BOARD OF
TRUSTEES, in the County of Passaic, New Jersey, hereinafter
referred to as the "Library" or the "Library Board" and the CLIFTON
CITY EMPLOYEES ASSOCIATION (Library Unit), hereinafter referred to
as the "Association".

ARTICLE I

EMPLOYEE EVALUATION PROCEDURES

A. Library Employees shall be evaluated by the Director/Acting Director. The Director/Acting Director may consult with the immediate Supervisor of the Employee as he sees fit. The text of the evaluation is confidential and shall only be revealed to the Director/Acting Director, Secretary to the Directory, Library Board and the Employee. Said evaluations shall be given annually and should coincide with the anniversary of the Employee's date of hiring. An Employee shall be given a copy, for his own use, of any evaluation report prepared at least one (1) day before any conference to discuss it. An Employee has the right to a conference with any person whose signature appears on the report prior to the Employee's signing the report. No such report shall be placed in the Employee's personnel file or otherwise acted upon without prior conference with the Employee. No Employee shall be required to sign a blank or incomplete evaluation form. An employee's refusal to sign the evaluation form per se will not lead to disciplinary action. A notice will be placed in the Employee's file where the Employee has refused to sign the evaluation form to note that said form has been received and acknowledged. Following the aforementioned conference, the Employee shall have three (3) work days in which to study and respond to the evaluation and conference is he so wishes.

B. In the event that additions, deletions, or other changes are made on an evaluation report following the Employee's signing

of that evaluation, the changes shall be dated and initialed by the evaluator(s) responsible. The Employee shall receive all copies of the altered report, and have three (3) work days in which to study and respond to the changes if he so wishes.

C. No Employee shall be given an adverse evaluation without just cause.

ARTICLE II

RECOGNITION

A. The Library recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment for full-time and part-time (as hereinafter defined) non-uniformed civil service Employees employed by the Library, but excluding confidential Employees and managerial executives within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

B. Reference to male Employees shall include female Employees.

C. For the purposes of this Agreement, a full-time Employee is one who regularly works more than twenty-five (25) hours a week. All Employees who do not qualify as full-time Employees under this definition will be considered part-time Employees for purposes of this Agreement.

ARTICLE III
NON-DISCRIMINATION

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

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

ARTICLE IV

GRIEVANCE PROCEDURES

A. Purpose

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

2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the Library Director and having the grievance adjusted without the intervention of the Association, except that the Association shall be notified of any such meeting, and shall have the right to attend such meeting, and no such adjustment shall contravene the terms of this Agreement.

B. Definition

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

C. Steps of the Grievance Procedure

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

STEP 1.

1. An aggrieved Employee shall file his grievance in writing with the Library Director or his designee within ten (10) calendar days of the occurrence or reasonable knowledge of the occurrence of the grievance and an earnest effort shall be made to settle the differences by the aggrieved Employee and the Library Director informally.

2. If such differences cannot be settled informally, the Library Director or his designee shall render a decision in writing within ten (10) calendar days after the grievance has been filed.

STEP 2.

1. If the grievance has not been satisfactorily resolved in Step 1 and the grievance involves an alleged violation of this Agreement only, then within ten (10) calendar days after the determination by the Library Director or his designee, the aggrieved shall submit the grievance in writing to the Library Board, or its designee, through the Board's secretary.

2. The Library Board, or its designee, shall hold the hearing on such grievance at the first regular Library Board meeting which is held eleven (11) days or more following the submission of the written grievance to the Board's secretary. It is understood that any grievance hearing before the Library Board or designee, which involves disciplinary action, shall constitute a departmental hearing within the meaning of N.J.A.C.

4:1-5.1(a)(1), and the decision of the Library Board or its designee following said hearing shall constitute the Final Notice of Disciplinary Action within the meaning of N.J.A.C. 4:1-5.1(1)(3). Disciplinary grievances shall be reviewed by the full Library Board, however minor disciplinary grievances shall not be appealable beyond this step. Major disciplinary action may be appealed pursuant to New Jersey State Statutes and Regulations.

STEP 3.

1. If the grievance is not resolved to the satisfaction of the grievant at Step 2, the aggrieved's remedy shall be action with one of the following:

- (a) The Civil Service Commission
- (b) The Public Employment Relations Commission (PERC);
or,
- (c) Binding Grievance Arbitration. (Grievance Arbitration shall be subject to the rules of the Public Employment Relations Commission.)

2. Resorting to Binding Grievance Arbitration shall be subject to the following conditions:

(a) The Association shall have the right to demand arbitration in its own name or on behalf of the aggrieved. Notice of such demand shall be provided to the employer within thirty (30) days of receipt of the written decision at Step 2.

(b) Disciplinary actions may not be submitted to arbitration. Only controversies arising over the interpretation, application or violation of any of the provisions of this Agreement

may be the subject of arbitration. No matter may be taken to arbitration which has been submitted to the Civil Service Commission or the Public Employment Relations Commission. No matter submitted to arbitration may be taken to the Civil Service Commission or the Public Employment Relations Commission.

(c) Arbitration shall be held before an Arbitrator designated by either the Public Employment Relations Commission or by the New Jersey State Board of Mediation at the option of the demanding party, and the procedures followed shall be in accordance with the respective rules and regulations of the Public Employment Relations Commission or the State Mediation Board, whichever are applicable.

(d) The Award of the Arbitrator shall be final and binding. The Arbitrator shall have no power to add to, subtract from, modify or delete any terms or conditions of the Collective Bargaining Agreement.

(e) The expense of the Arbitrator's fees shall be shared equally by the Library and the Association. Each party shall bear its own legal expenses and witness fees and related expenses attendant to the proceeding.

D. Library's Grievances

1. If the Library Board or Library Director shall have a grievance with an Employee of the Library, the Board or its Director may institute action under the provisions of this Section within ten (10) calendar days after the event giving rise to the

grievance has occurred.

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

3. If such grievance is not resolved, the Library's remedy shall be action before one of the following:

- (a) The Civil Service Commission
- (b) Public Employment Relations Commission or
- (c) Binding Arbitration, as provided for in Step 3 of this Article.

E. The Time Limits Expressed Herein Shall Be Strictly Adhered To

If any grievance has not been initiated in the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure, within the time limits prescribed thereunder, then the disposition of the grievance in the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision in any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the limits provided for processing the grievance at any step in the grievance procedure.

F. Conferences and Hearings Shall be Held at the Main Library

A representative of the Association and up to two (2) witnesses whose presence is required to resolve a grievance shall be released from work without loss of regular straight time pay for purpose of participation in such a grievance resolution.

ARTICLE V

DUES DEDUCTION

A. The Library, through the City, agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended.

B. A check-off shall commence for each Employee who signs an authorization card supplied by the Association, during the month following the filing of such card with the Library.

C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Library written notice thirty (30) days prior to the effective date of such change and shall furnish to the Library either new authorizations from its members showing the authorized deduction for each Employee, or an official notification on the letterhead of the Association signed by the President of the Association advising of such change deductions.

D. The Association will provide the necessary "check-off" authorization forms, and the Association will secure the signatures of its members on the form to the Library.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Library. Filing of Notice of Withdrawal shall be effective to halt

deductions as of January 1st or July 1st next succeeding the date on which Notice of Withdrawal is filed.

F. The Association shall indemnify, defend and save the Library harmless against any and all claims, demands, suits or other forms of liability arising out of any aspect of said dues deduction.

ARTICLE VI

MANAGEMENT RIGHTS

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

1. Carry out the statutory mandates and goals assigned to a Library utilizing personnel, methods and means in the most appropriate and efficient manner possible.
2. Manage Employees of the Library, to hire, promote, transfer, assign or retain Employees in positions within the Library and in that regard to establish reasonable work rules.
3. Suspend, demote, discharge or take other appropriate disciplinary action against an Employee for just cause; or to lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive. This paragraph is specifically subject to N.J.S.A. 11A:8-1.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Library, the

adoption of policies, rules and regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to by the specific and express terms of this Agreement and then only to the extent of such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibilities, and authority under any other National, State, County or Local Laws or Ordinances.

ARTICLE VII

TRAVEL WITH PERSONAL VEHICLE

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

ARTICLE VIII

VACANCIES

A. The Library Board, in its sole discretion, may increase or decrease the number of the Library's work force. The Library Board may, in its sole discretion, abolish or add positions in the Library system. The Library Board, in its sole discretion, may fill or leave unfilled existing job vacancies.

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

C. The Library, shall, in the case of all budgeted Library job vacancies, post a notice of such at the Main Library and the Allwood branch, stating the title and salary of the available position in which the vacancy occurs. Said posting does not commit the Library Board to fill said vacancy.

ARTICLE IX

HOSPITALIZATION INSURANCE

A. The Library Board shall continue to provide, at no cost to the Employees, full Blue Cross and Blue Shield coverage, including comprehensive Blue Cross [with drug-rider One (\$1.00) Dollar co-pay and Rider J 365 coverage] and prevailing Blue Shield [with PE Rider J 365 coverage], and the current group major medical insurance for said Employees. The aforementioned coverage will also continue through the end of the calendar year during which each dependent attains his or her twenty-third (23rd) birthday, for all dependent members of the immediate family of such Employee, for full time students at recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are "disabled" within the meaning of that term as defined by N.J.S.A. 54:1-2(f).

B. The Library Board will continue to provide, through the City at no cost to the Employee, a group dental plan with no less coverage than is the one presently in force, including orthodontic benefits, for the term of this Agreement.

C. The Library Board will provide a Ten Thousand (\$10,000.00) Dollar life insurance policy for all Employees covered by this Agreement up to the age of seventy (70). For Employees age seventy (70) and older, said insurance shall be in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars, and a One Thousand (\$1,000.00) Dollar policy shall be provided to all

retired Employees for the first five (5) years of retirement only.

D. 1. Insurance coverage, as set forth in Paragraphs A and B herein, shall be extended to cover Employees who retire between the ages of sixty (60) and seventy (70).

2. For any such Employee, to be qualified for retirement benefits under this Section, he shall have retired on or after January 1, 1983, except as modified herein, in compliance with the requirements of the Public Employees Retirement Systems; and, who shall not, at the time of such retirement, have yet attained the age of sixty-five (65) years. However, any retired Employee otherwise qualified for such coverage in accordance with the terms of this Paragraph shall not qualify while: (a) he is employed on a regular basis and, (b) where such employment provides health insurance coverage not less than those specified in Paragraphs A and B herein.

3. In addition, any Employee who retires in accordance with the Public Employee Retirement System on or after January 1, 1987, will be entitled to receive coverage up until such time as the Employee reaches seventy (70) years of age, with the provision over the City shall only pay the premiums for supplementary medical insurance for Employees between the ages of sixty-five (65) and seventy (70), as well as providing benefits under the prescription, major medical and dental programs set forth in Paragraph A and B hereof.

E. The Library Board, through the City, shall provide optional life insurance coverage for all Employees, except seasonal, part-time Employees. Said life insurance coverage

shall be provided, at the option of each Employee, with seventy-five (75%) percent of the cost of same being paid by the respective Employee. Coverage under said life insurance protection shall be in accordance with the scheduled coverage provided under the existing group life insurance plan maintained by the City on behalf of the Library Board.

F. The City and the Association do hereby agree that all Employees covered by this Agreement, as of January 1, 1988, shall be covered by a temporary disability insurance plan provided by the City. Said plan shall require the City and the Employees in question to each pay fifty (50%) percent of the premium cost. Said plan requires that, to be eligible, an Employee must exhaust all accumulated sick leave plus all other requirements set forth by the plan. The obligated premium cost to eligible Employees under this Agreement shall be no more than the premium cost obligation for the Employees would be under the New Jersey State Disability plan for the duration of the Agreement.

G. The Library Board, may, at its option, change any of the foregoing plans or carriers, so long as substantially similar coverage is provided.

H. The Library Board, through the City, agrees to provide a copy of each insurance plan covering Employees under this Agreement, upon written request from the President of the Association.

ARTICLE X

SICK LEAVE, PERSONAL DAYS, TERMINAL LEAVE

A. Sick Leave and Personal Days

1. Sick leave is hereby defined to mean the absence from post of duty of an Employee because of an illness, accident, exposure to contagious disease, or attendance upon a seriously ill member of the Employee's immediate family requiring the care and attendance of such Employee. It may also be defined as an absence caused by death in the immediate family of such Employee, above and beyond, bereavement leave, as defined in Article XII of this Agreement.

2. Employees may utilize accumulated sick days when personal days are needed, but personal days have been exhausted.

3. The following regulation apply to personal days:

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

(b) Personal days may not be utilized in connection with vacation leave.

(c) Commencing January 1, 1985, there shall be no further accumulation of personal days from year to year, except that personal days accumulated as of January 1, 1985 may be taken at any time thereafter. It is understood that a request to take a personal day on a specific day shall not be unreasonably denied. It is further understood that so long as the Director's decision is based on objective coverage needs, a denial of a requested personal day shall be deemed per se reasonable for

purposes of this Section.

(d) One or more of the following categories are eligible reasons for taking personal days:

- (1) Death (except as indicated in Article XII)
- (2) Court Order
- (3) Religious Observances
- (4) Personal affairs of a non-recreational nature.

B. During the first year of employment, Employees will earn one (1) sick leave day for each month worked. During the second year of employment and each year thereafter, Employees will earn fifteen (15) working days for sick leave. Following the completion of five (5) years of service, an Employee will be credited with the fifteen (15) days of sick leave on January 1, although such days may not have been earned for the year. In the event the Employee leaves the service of the Library for any reason thereafter, the Employee will reimburse the Library for any such credited and used, although not earned, days.

C. If any Employee of the Library requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, subject to the provisions of Paragraph F below and such Employee shall be entitled annually to the calculation from the date of the Employee's appointment to the Library staff.

D. In the case of an illness of chronic or recurring

nature causing an Employee's periodic or repeated absence from duty for one (1) day or less, only one (1) medical certificate shall be required for every six (6) month period as a sufficient need of leave of absence of the Employee; provided, however, the certificate must specify the chronic or recurring nature of the illness which is likely to cause subsequent absences from employment.

E. The Library Board or its representatives may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Library, by a physician designated by the Board or its representative. Such examination shall establish whether the Employee is capable of performing his normal duties, and that his return will not jeopardize the health of other Employees.

F. During the term of this Agreement, any Employee who shall commence terminal leave on or after January 1, 1983, which shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50%) percent of accumulated earned sick days provided that:

(i) Terminal leave shall not exceed ninety (90) days, except that those Employees who have accumulated more than one hundred eighty (180) earned sick days as of December 31, 1984, shall be entitled to a terminal leave upon retirement of fifty (50%) percent of the accumulated earned sick days as of December 31, 1984; and

(ii) Commencing January 1, 1985, at the end of each

calendar year, any Employee who has accumulated in excess of one hundred eighty (180) sick days shall have the right to be paid an attendance payment equal to fifty (50%) percent of the sick days earned in and not used in that calendar year. The attendance payment shall be made within one (1) month of the close of the calendar year in which it is earned. Any Employee seeking to exercise his right to an attendance payment must make a request for same, in writing, on or before January 15th in the year following the year in which the attendance payment was earned.

(iii) Notwithstanding the provisions of Sub-Paragraph (ii) above, the Library Board shall have the option to grant the Employee additional terminal leave [which shall exceed the ninety (90) day limitation specified in Sub-Paragraph (i)] in lieu of the attendance payment. A substitution of additional terminal leave for attendance payment shall be on a one-to-one basis [one (1) day of terminal leave in lieu of each day of attendance pay not paid].

G. The terminal leave benefit due any Employee or his estate may be paid to said Employee or estate in either of the two (2) following manners which may be selected by said retiring Employee or estate:

1. The total salary due such Employee for such terminal leave shall be paid in equal bi-weekly installments as

shown and authorized by the Library's regular payroll as proof of payment during the period of such terminal leave.

2. A lump sum payment option as follows:

Initial payment in the year in which the Employee retires will be limited to the total salary funds available in the Municipal Budget during the retirement year. The balance, if any, is to be paid within one hundred twenty (120) days after the adoption of the Municipal Budget in the year following the year of retirement.

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

ARTICLE XI

LEAVES OF ABSENCE

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

B. Such special leave of absence without pay shall not be granted for a period of more than six (6) months from the date of commencement of such injury or illness.

C. Not more than one (1) additional consecutive leave of absence without pay, not to exceed six (6) months, may be granted to such Employee by the Library Board. Furthermore, prior to granting of each additional leave of absence, the Library physician shall certify that the additional leave(s) of absence is required to heal or cure such injury or illness sufficiently for the Employee to resume the normal or usual duties of employment.

D. In the event the Library physician, based upon medial doctor's written report as well as his own written analysis, does not certify that the injury or illness, for which a leave of absence is sought, can be healed or cured within one

(1) year of the date of occurrence of such injury or illness, no leave of absence whatsoever may be granted under this regulation.

E. Non-medical leave of absence shall be granted in accordance with the prevailing Civil Service Rules and Regulations.

ARTICLE XII

BEREAVEMENT LEAVE

A. Employees covered by this Agreement shall be granted a leave of absence without loss of regular pay, for a death in the immediate family for a period not to exceed three (3) days, provided that they are taken within five (5) calendar days of the date of death and further provided that one (1) of the three days shall either be the day of death or the day of the funeral of the deceased.

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

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

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

ARTICLE XIII

VACATIONS

A. Commencing January 1, 1984, Employees covered under this Agreement will be entitled to the following vacation benefits:

First Year	One (1) Working Day of Vacation For Each Month of Service
2 to 5 Years	Fourteen (14) Working Days of Vacation
6 to 10 Years	Sixteen (16) Working Days of Vacation
11 to 15 Years.	Eighteen (18) Working Days of Vacation
16 to 20 Years	Twenty (20) Working Days of Vacation
21 to 25 Years	Twenty-One (21) Working Days of Vacation
Over 25 Years	Twenty-Two (22) Working Days of Vacation

B. All Library Employees will be required to submit their vacation requests in order that they may be acted upon the Library Board at its regularly scheduled February meeting.

C. No vacation time will be cumulative in nature.

D. A part time Employee, as defined in Article II of this Agreement, shall accrue vacation leave credit on a proportionate basis.

E. For vacation purposes only, a scheduled Saturday shall be treated as any work day. A proposed vacation schedule

shall not be denied solely on the ground that the proposed first or last vacation day in said schedule is a normally scheduled Saturday for that particular Employee.

ARTICLE XIV

HOLIDAYS

A. The following holidays shall be paid holidays to all Employees covered under this Agreement:

New Year's Day

Dr. Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday (Presidents Day)

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veterans Day

Thanksgiving Day

Christmas Eve

Christmas

B. To be eligible for holiday pay, an Employee must work the day before and the day after the holiday or to be on excused absence. An excused absence is defined as a sick day (when a physician's note is presented upon return) or bereavement leave.

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

ARTICLE XV

SALARIES

A. The percentage wage increases for calendar years 1990, 1991 and 1992 shall be five (5%) percent in each year. Said across the board amount shall be at each position and wage rate covered by this Agreement.

B. All those Employees on the payroll as of January 1, 1990, shall be entitled to the full retroactive application of the wage increase provided herein. However, any Employee who does not work the full year during that retroactive period will only be entitled to a proportionate amount of increase in retroactive pay pursuant to the number of days said Employee worked during that year.

ARTICLE XVI

LONGEVITY

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

	<u>Percent of Base Salary</u> <u>Per Annum</u>
After Five (5) Years of Service To the Tenth (10th) Year Inclusive	2.5%
From the Eleventh (11th) Year to The Fifteenth (15th) Year Inclusive	5.0%
From the Sixteenth (16th) Year to The Twentieth (20th) Year Inclusive	7.5%
From the Twenty-First (21st) Year to The Twenty-Fifth (25th) Year Inclusive	10.0%
From the Twenty-Sixth (26th) Year And Thereafter	12.5%

B. If an Employee's starting date falls between January 1 and June 30th, inclusive, of a given year, his anniversary date for purposes of this Section shall be deemed to be January 1st of that year. When an Employee's starting date falls between July 1st and December 31st, inclusive, of a given year, his anniversary date for purpose of this Section shall be deemed to be July 1st of that year.

ARTICLE XVII

EMERGENCY PAY

A. Any Employee called into work in addition to his regularly scheduled hours shall be guaranteed two (2) hours pay at that Employee's overtime rate.

B. This call-in provision shall not apply when an Employee is called to report early for a shift and works until the regular shift ends, or when an Employee is held over on duty after regular shift.

ARTICLE XVIII

HOURS OF WORK

A. Work Week

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

B. Schedules

The scheduling of Library Employees to meet the commitment of service to the public remains the Library Board's prerogative. All rules and regulations as to time and hours of operation shall be established by the Library Board or its representative. It is understood that the term "operation", as used in this Section, includes hours which the Library deems the services of its Employees are required, regardless of whether the Library is open to the public during those hours. It is further understood that the Association does not waive any right it has under law to negotiate with respect to the number of hours and the number of days Employees are required to work.

C. Overtime

1. The building maintenance staff will be compensated at a rate of pay which shall be time and one-half ($1\frac{1}{2}$) for all work in excess of thirty-five (35) hours per week.

2. All of the staff members will receive compensatory time at the rate of time and one-half ($1\frac{1}{2}$) for all work in excess of thirty-five (35) hours per week, except when an Employee is working to make up one (1) hour of work from the

previous week missed, that make-up time shall not be considered for purposes of overtime, and except for time worked on Sundays as provided in Sub-Paragraph J below.

3. Overtime is considered to be time which has been worked in excess of thirty-five (35) hours in order to accommodate the needs of the Library, except as noted in Sub-Section 2 above.

4. Overtime must be approved in advance by the Director.

5. No credit will be allowed for extra time worked which did not have the approval of the Director.

6. Full time employees shall have the option of receiving overtime compensation in either pay or compensatory time off. Both the paid compensation and time off compensation shall be at the time and one-half (1 1/2) rate. Part time employees shall be paid overtime in cash only. Full time employees may accumulate no more than forty (40) hours of compensatory time.

D. 1. For purposes of this Agreement, the following time limits are established in order to determine the Employee's overall work week in conjunction with varying fringe benefits. They are: holidays, sick days, and vacation days are considered to be of seven (7) hour nature.

2. A quarter of a day is one and three-quarters 1-3/4) hours and a half-day equals three and one-half (3½) hours.

3. If a staff member falls short of the required

scheduled hours in a given week, the Employee will be paid only for those hours worked.

E. The Library may require a staff member to work every other Saturday as part of their regular schedule. No member shall be scheduled to work consecutive Saturdays, except when a staff member needs to be free on a Saturday on which he or she is scheduled, that staff member may switch Saturdays with another staff member upon the approval of the Director. This is the only exception upon which consecutive Saturdays will be worked.

F. The Library may require a staff member to work two (2) evenings each week as part of their regular schedule.

G. Each staff member shall be entitled to one (1) hour for lunch or dinner each day that he works a full seven (7) hour day. The particular hour for either lunch or dinner will be established at the direction of the Director and in emergencies, the Director shall have the authority to alter lunch or dinner schedules accordingly.

H. If a staff member works a split day between the Main and Allwood Libraries, one-half ($\frac{1}{2}$) hour travel time will be allowed.

I. Holidays

The Library shall have the option of opening the Main Library on the following holidays:

Dr. Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday (Presidents Day)

Columbus Day

Veterans Day

The Library shall ask for Employees to volunteer to work those holidays listed in this **Sub-Paragraph** which the Library chooses to have the Main Library to be open. In the event an insufficient number of Employees volunteer to staff the Library on those days, the Library may at its option schedule Employees hired after January 15, 1988 to work. Employees working on these holidays will be paid straight time for the hours which they work, in addition to their normal holiday pay.

J. Sundays

The Library shall have the option of opening the Main Library on Sundays. The Library shall ask for Employees to volunteer to work those Sundays which the Library chooses to have the Main Library open. In the event an insufficient number of Employees volunteer to staff the Library on those Sundays, the Library may, at its option, schedule Employees hired after January 15, 1988 to work. Employees working on Sundays shall be compensated at a rate of time and one-half ($1\frac{1}{2}$).

K. The Library shall not require Employees hired on or before January 15, 1988 to work on Sundays and holidays. It is the understanding of the parties that this restriction was bargained for in exchange for the Sunday and holiday provisions contained in **Sub-Paragraphs** I and J above. It is the intention of the parties that this restriction survive the termination of this Agreement and be incorporated into all future Agreements between the parties.

ARTICLE XIX

CLOTHING ALLOWANCE

A. The Library will provide uniforms for Employees engaged in maintenance as follows: one (1) winter jacket, two (2) pairs of winter trousers, two (2) pairs of summer trousers, and three (3) long sleeve shirts.

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

B. If it is determined by the Library during the term of this Agreement that a full time bookmobile driver is necessary, the Library will provide uniforms for the bookmobile driver as indicated in Section A above.

ARTICLE XX

TEMPORARY ASSIGNMENTS

All transfers or assignments shall be in accordance with existing rules and regulations of the New Jersey State Department of Civil Service.

ARTICLE XXI

DEATH BENEFITS

A. The Library, through the Municipal Budget, will allocate the sum of Four Thousand (\$4,000.00) Dollars out of which sum shall be paid to a surviving spouse, if any, or, if none, to the estate of covered Employees who have died during the period in which they were an active employee, compensation for all unused compensatory time, plus overtime, holiday and vacation time, and those personal days accumulated in accordance with Article X.

B. The compensation under the provisions of this Article shall be computed at the wage scale at the time of the accumulation.

ARTICLE XXII

PERSONNEL FILES

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

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

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

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

ARTICLE XXIII

EQUIPMENT

A. All motor vehicles used by Employees covered under this Agreement shall be maintained by the Library in safe and proper service condition in accordance with State Law.

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

ARTICLE XXIV

AGENCY SHOP

A. Beginning January 1, 1983, the Library Board, through the City, agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the majority representative.

B. The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent necessary for the Association to engage in lobbying activities designed to foster its policy goals in collective negotiations and contract administration, and to

secure for the Employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Library Board.

E. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Library Board and to all Employees within the unit, the information necessary to compute the fair share fee for the services enumerated above.

F. The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This procedure shall be consistent with the requirements of the New Jersey Employer-Employee Relations Act and the Constitution of the United States. This appeal procedure shall in no way involve the Library Board or require the Library Board to take any action other than to hold the fee in escrow pending resolution of this appeal.

G. The Association shall indemnify, defend and save the Library Board harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Library Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.

H. Membership in the Association is separate, apart

and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all the Employees in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all Employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Library Board after it has satisfied itself that the Association is a proper majority representative.

ARTICLE XXV

SEPARABILITY AND SAVINGS

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

ARTICLE XXVI

COMPLETENESS OF AGREEMENT

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

B. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, unless one party requests the negotiation of such in writing and the other party agrees to such in writing. This does not bind either party to come into a mutual agreement on the matter(s) in question.

C. Any modification of the Agreement, in whole or in part, shall be in writing, duly executed by all parties.

ARTICLE XXVII

MAINTENANCE OF WORK OPERATIONS

A. It is recognized by the parties that the need for continued and uninterrupted operation of the Library's services is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, in the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow down, walk out or other job action against the Library.

C. The Association will not be responsible for any unauthorized actions of its members. However, the Association agrees it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members to participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slow down, walk out or job action, it is covenanted and agreed that participation in any such activity by the Association or members of such shall entitle the Library Board to take appropriate disciplinary action, including possible discharge, in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Library Board in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXVIII

RESIDENCY

The Employer agrees that no regular Employee shall be required to live within the City of Clifton unless such residency requirement is specifically mandated by New Jersey Statute. In the event that a residency requirement becomes optional, the Employer agrees not to use said option.

No Employee shall be discriminated against with regard to assignment, promotion or any other term or conditions of employment due to the place of his or her residence.

ARTICLE XXIX

MATERNITY LEAVE

Female Employees shall advise the Employer of a pregnancy. The rights of a female Employee shall include but not be limited to the following provisions:

1. The female employee shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female employee's own choosing.
2. A female employee with one (1) year or more of service shall be granted on thirty (30) days notice, maternity leave without pay, for up to sixteen (16) weeks duration and shall be returned to work without loss of seniority or benefits provided that she notifies the employer no later than eight (8) weeks after the beginning of the leave that she intends to return. During these sixteen weeks, the female employee may use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have in order to be paid for some or all of the sixteen weeks of leave.
3. The female employee shall be at all times be kept at full benefits. During the time of the leave, the employee shall not earn vacation or sick days during the peirod of maternity leave.
4. Upon return to active duty status, the female employee shall be placed in the same or equivalent position which she held before departing for maternity status provided that there has been no reduction in force or layoff.
5. This Article shall not be used more than once every twenty-four (24) months.

ARTICLE XXX
TERM AND RENEWAL

This Agreement shall have a term from January 1, 1990 through December 31, 1992. If the parties have not executed a successor agreement by December 31, 1992, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 17 day of OCTOBER, 1991.

CLIFTON PUBLIC LIBRARY
BOARD OF TRUSTEES

CITY OF CLIFTON EMPLOYEES
ASSOCIATION (LIBRARY UNIT)

Maria Havassy
President

Fran Recca

ATTEST:

Grace Zanetti

ATTEST:

[Signature]