

Cont # 1843

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AGREEMENT

between

TOWNSHIP OF LAKEWOOD
FREE PUBLIC LIBRARY

and

AFSCME COUNCIL 71

I. AFSCME RECOGNITION

The Library recognizes the Union as of certification by PERC Aug. 2, 1991 RO - 91 - 183.

Inclusion: All white and blue collar employees employed by the Lakewood Free Public Library.

Exclusion: Managerial executives, professional librarians, part-time pages, police and fire employees, confidential and supervisory employees within the meaning of the Act, and other employees.

II. UNION DUES

- A. Pursuant to NJS 52:14-15.9 (e), as amended, the (Library) agrees to deduct the union's monthly dues and initiation fees from the pay of the employees who authorize the Library in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the union once a month no later than the tenth day of the month following deduction. The Library agrees to furnish the union upon request, monthly, with a list of all employees whose dues and initiation fees have been deducted. The Library also agrees to furnish the union upon request, not more than monthly, with a list of newly hired employees and terminated employees. The union will advise the Library in writing of the amount of the initiation fees and monthly dues.
- B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

III. GRIEVANCE PROCEDURE

GRIEVANCE shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this agreement.

STEP 1. An employee having a grievance shall present it orally, either individually or in the presence of the union steward or a member of the union committee, to his immediate supervisor, within ten (10) days after the occurrence of the matter has been grieved. If such grievance is not forthcoming within ten days, it shall be considered null and void.

STEP 2. If the grievance is not satisfactorily adjusted, within five (5) working days after presentation to the immediate supervisor, the grievance shall be presented in writing to the Library Director by the union steward or committee member involved in Step 1 of the grievance. The Director shall, on receipt of the grievance, designate a time within ten (10) working days for discussion of the grievance with the aggrieved employee and the union committee or representative.

STEP 3. If the grievance is not adjusted to the satisfaction of the employee and the committee, the employee, through his union committee, shall proceed by filing a written grievance with the Council Committee within ten (10) working days of the decision made by the Director. The Board Committee, the aggrieved employee and the union's representative shall meet within fifteen (15) working days after meeting with the Director.

Step 1 and Step 2 may be presented and discussed during or after working hours. A mutually agreeable time will be arranged between the representative and the union committee, and the Director.

An aggrieved employee shall suffer no loss of pay as a result of work time spent in their own behalf in any hearing.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver.

STEP 4. An arbitrator shall be appointed through the PERC procedures. The arbitrator shall render a non-binding decision.

Costs shall be borne equally by the parties.

IV. SENIORITY

A. All newly hired employees shall be considered as probationary employees for the first three (3) months of service. Upon completion of the probationary period, such employees' seniority shall date from their original date of hiring. Seniority to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task.

When employees are laid off, in accordance with Civil Service, employees in each classification with the longest service shall be laid off last and rehired first. All such lay-offs shall be based upon the classification seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid off. No new employees shall be hired until all laid off employees within a classification shall first have been recalled.

B. A newly hired employee who previously worked with the Library but who was terminated or resigned for any reason shall be considered a new employee, and all calculations of benefits based on seniority shall be from the date of last hire.

C. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made permanent, in which case all benefits shall relate back to the time of initial hiring.

D. New employees shall be probationary until completion of three (3) months of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Library. Discharge during the probationary period shall not be subject to the grievance and advisory procedure.

E. Employees transferring to the library from other departments in the Township of Lakewood shall continue to accrue all benefits based on years of service.

V. LONGEVITY

Longevity shall be in accordance with the Library Personnel Policies governing the employees covered by this agreement for employees hired prior to May 1, 1991. Longevity shall not be granted to any employee whether part time or full time hired on or after May 1, 1991.

LONGEVITY FOR EMPLOYEES HIRED PRIOR TO MAY 1, 1991

- 1.5% (upon completion of third year, beginning of fourth)
- 3 % (upon completion of seventh year, beginning of eighth)
- 4.5% (upon completion of eleventh year, beginning of twelfth)
- 6 % (upon completion of fifteenth year, beginning of sixteenth)
- 7.5% (upon completion of nineteenth year, beginning of twentieth)
- 7.5% (twenty years and over)

VI. WAGES

Pay periods shall be in accordance with the policies of the Library. Annual increases in the percentages specified below will be given to all employees covered by this contract:

1992	5% as of January 1 - all employees currently on the payroll.
1993	5% as of January 1 - all employees currently on the payroll.
1994	5% as of January 1 - all employees currently on the payroll.

The titles listed below shall have these new starting rates, as of January 1, 1992:

Principle Library Assistant	-	\$ 19,600.00
Supervising Library Assistant	-	\$ 22,000.00

VII. HOURS OF WORK AND OVERTIME

A. 5-10.1 Regular Workweek. The Library shall observe a 35 hour work week, except for maintenance and custodial employees, who shall work a 40 hour week year round.

5-10.2 Emergency. The Library Director or a department head may require any officer or employee to be in attendance for work on any day or days whenever he determines that a public exigency or emergency so requires.

B. All overtime shall be authorized in advance by the Library Director.

C. Time and one-half premium pay shall be paid for all hours in excess of eight (8) hours worked in one day. Time and one-half premium pay shall be paid for any work performed on the sixth day, unless a six-day schedule has been agreed upon in writing for the mutual benefit of employer and employee. Employees who work on the seventh day shall receive double time premium for these hours. Any employee required to work on a holiday shall receive his pay for that day plus additional time at straight time for all hours worked. Compensation shall be either by pay or compensatory time for all hours of overtime worked.

D. The Library reserves the right to require qualified employees to work overtime whenever conditions so warrant, provided such right shall not be exercised capriciously. If an employee feels that his treatment under this clause has been improper or unfair he may utilize the grievance and advisory machinery to adjust his claim.

VXI. PERSONAL DAYS

Each employee shall be entitled to three (3) paid personal days per year in addition to the holidays authorized pursuant to this contract. These personal days shall be approved by the Library Director. Prior notice of 48 hours must be given. Personal days may not be taken before or after a holiday or vacation time, unless approved by the Director.

IX. VACATIONS

A. Amount of Vacation Leave. All permanent, full-time employees of the Library shall be granted annual leave with pay for vacation purposes during each calendar year in accordance with the following schedule, based on length of employment as of date of employment:

<u>Length of Employment</u>	<u>Vacation Time</u>
1 year up to 10 years	12 working days
10 years and one day up to 15 years	18 working days
15 years and one day and up	24 working days

All cumulative vacation permitted by Civil Service regulations shall be counted in satisfaction of the vacations provided for herein and shall not be in addition thereto.

In determining length of service for this purpose, the total years of service of each employee in all capacities shall be added.

B. Part-Time, Temporary or Probationary Employees. Permanent part-time employees are eligible for vacation leave on a prorated basis. Temporary or seasonal employees shall not be entitled to vacation leave.

C. Accumulation. Accumulation of vacation leave beyond that earned in a two-year period shall be permitted only with the consent of the appointing authority.

D. Choice of Time. Vacations shall be scheduled by the Director so as to cause the least interference with the efficient conduct of Library business. So far as possible, the preference of employees shall be accepted, with the preferences of those employees having seniority given first recognition. Subject to the approval of the Director, vacation leave may be taken from time to time in units of full days or half days.

E. Termination of Employment. At the time of separation from service, the employee shall be entitled to any full days' vacation leave accumulated and not previously used, not to exceed two years earned.

X. ABSENCES

Leaves of Absence.

Sick Leave.

A. As used in this subsection, "sick leave" means paid leave that may be granted to each full-time classified and full-time unclassified employee who through sickness or injury becomes incapacitated to a degree that makes it impossible to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time permanent employees are eligible for sick leave on a pro-rated basis. Part-time and full-time temporary employees are not eligible for sick leave.

B. Full-time employees shall accumulate sick leave on the basis of 15 days of sick leave per year. In the first year of employment, employees shall be entitled to one day of sick leave for each month of employment.

C. Sick leave can be accumulated without limit during each employee's length of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half day per full day of verifiable sick leave accumulated and not previously used.

D. Accumulated sick leave may be used by an employee for personal illness, illness in the immediate family, (not to exceed five working days in one calendar year without the approval of the manager), quarantine restrictions, pregnancy or disabling injuries. The term "immediate family" shall mean and refer only to the employee's spouse, child, parent or brother or sister or any member of the immediate household.

E. When an employee is absent from work because of illness for more than one day, the Director may require the employee to submit a certificate from the employee's physician or the town physician relating to the illness. In the case of illness of a chronic or recurring nature causing an employee's periodic or repeated absence for one day or less, the Director may require one medical certificate for every six-month period.

Death in the Family Leave.

Every employee shall be granted leave with pay upon the death of a member of the family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) continuous days. If the funeral is outside the State of New Jersey, additional travel time up to a maximum of five (5) continuous days, may be granted upon receiving prior approval for same by the Director. Family shall include: spouse, children, parents, brothers, sisters, brothers-in-law, sisters-in-law and spouse's parents, and grandparents of employee or spouse or the death of a relative who resides with the employee or spouse or with whom the employee resides. Leave of absence may be more than three (3) continuous days and five (5) continuous days for travel time, if such death occurs outside the State of New Jersey. Each case is to be decided on its own merits and circumstances, and shall not set a precedent.

Special Leave.

A. In the event that an employee is unable to work due to a weather emergency or civil emergency during regular library open hours, they may charge the time off to accumulated vacation leave or personal day, provided that they properly notify the Director of the inability to work.

B. In the event an employee wishes to observe a religious or national holiday for which no regular holiday has been declared, they may charge the time off to accumulated vacation or personal time, provided that they give proper notification to the Director.

Leave of Absence as Result of Injury in Line of Duty.

A. When a full-time employee is injured in the line of duty, the Library Board may, pursuant to R.S. 40:11-8, pass a resolution giving the employee up to one year's leave of absence with pay. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such particular injury.

B. Prior to the passage of a resolution referred to in paragraph (a) above, a contract shall be executed between the employee and the Board setting forth that the employee shall reimburse the Library for monies they may receive as workmen's compensation, temporary benefits, or from possible legal settlement or judgment against the person responsible for the injury.

Maternity Leave.

Maternity leave may be granted for a period of six months provided the request for such leave is made in writing to the appointed authority no later than the end of the sixth month of pregnancy. This leave may be extended for an additional six months with the approval of the Director and Board. Requests for maternity leave must be favorably endorsed by the Director and approved by the Board before becoming effective. If granted, such leave shall be without pay. Under no circumstances shall an employee work beyond the end of the eighth month of pregnancy.

Military Leave.

A. Any permanent employee, part-time or full-time, who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted a military leave of absence with regular pay for the period of such training as is authorized by law. The paid leave of absence shall be in addition to his vacation. Permanent part-time employees shall receive pay for such leave on a prorated basis.

B. When a full-time or part-time permanent employee has been called to active duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite leave of absence without pay for the duration of such active military service, provided that he does not voluntarily extend such service. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty with the library within 60 days following his honorable discharge from military service. It is requested that he notify the library of his intent to report for duty 30 days prior to his discharge from military service.

Leave without Pay.

Leave without pay may be granted to full-time and part-time permanent employees and to full-time unclassified employees. Normally, it shall be granted only when the employee has used their accumulated sick or vacation leave in the case of illness, or their vacation leave if leave without pay is requested for reasons other than illness. Written request for leave without pay shall be initiated by the employee, favorably endorsed by the Director and approved by Board. Such leave, except for military leave without pay, shall not be approved for a period of longer than six months at one time. The Board may extend such leave for an additional six months or any portion thereof.

Jury Duty.

Employees called to jury duty shall be granted leave with pay. Payment from the judicial system shall be returned to the Library.

Requests for Leave.

A request for any type of leave shall be made on a form prescribed by the Director. Such request, whenever possible, shall be made far enough in advance to permit approval, and at the same time to permit coverage for the particular employment so that Library service shall not suffer. In the case of sick leave, the employee shall notify the Director immediately if they are unable to report for work.

Family leave may be requested in accordance with the New Jersey Statutes.

XII. HOLIDAYS

Paid Holidays

The following official holidays with pay shall be observed by the Board:

New Year's Day	Labor Day
M.L. King, Jr. Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Post-Thanksgiving Day
Independence Day	Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

A. Compensation for Working on Holidays.

Where it is necessary in order to maintain regular service to require an employee to work on an official holiday, such employee, except exempt employees, shall be compensated by receiving pay at their hourly rate or by being permitted to take compensatory time with pay on a regular working day at a time approved by the Director for each hour worked on the holiday.

B. Not Charged against Vacation or Sick Leave.

In the event that an official holiday is observed during an employee's vacation, they shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, they shall not have that holiday charged against their sick leave.

C. Requirement for Holiday Pay.

To be eligible to receive holiday pay an employee shall work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless they have been excused by the Director or unless the Director is satisfied that the absence was justified.

XII. INSURANCE.

A. All insurance programs for the Library contained in the policies and ordinances of the Township shall remain in full force and effect. The library retains the right to change carriers or be self-insured at any time during the term of this agreement. Any significant change in the level of benefits is subject to the grievance procedure contained herein.

B. Hospital, Medical, Dental Benefits.

All Library Employees and members of their immediate family, shall be entitled to hospital, medical and dental benefits in accordance with the terms and provisions of the plans currently in effect.

C. Employees who retire after 25 or more years of full-time service with the Library, except in the case of the board of trustees, shall be entitled to remain enrolled in any health insurance available to township employees at the date of their retirement, upon the completion of the requisite application forms.

Notwithstanding anything contained herein to the contrary, the Library of the Township of Lakewood shall assume financial responsibility only for the payment of that amount which would constitute the employee's contribution to the health benefits package. The employee shall assume financial responsibility for the payment of that amount attributable to the enrollment of any family members in said health benefits plan.

XIII. CIVIL SERVICE, NON-DISCRIMINATION AND APPOINTMENTS

Civil Service.

The New Jersey State Civil Service Law and the Civil Service Rules of the State of New Jersey applicable to libraries provide the basic framework for employment in the Library. This chapter and all its provisions shall at all times be subject to the Civil Service Rules of the State of New Jersey, which prescribe basic minimum standards. To the extent that this Article may in any respect provide minimum standards which are less than those embodied in the Civil Service Rules of the State of New Jersey, the latter rules shall be deemed applicable; however, to the extent that the provisions of this Article contain benefits or provisions which are in excess of the minimum requirements of the Civil Service Rules of the State of New Jersey, the provisions of this Article shall be deemed to be controlling.

Non-Discrimination.

The following principles shall constitute the policies of the Library:

A. Employment in the Library shall be based on merit and fitness, free of personal and political considerations, sex, age, sexual preference, race and religion.

B. Appointments, promotions and other personnel actions requiring the application of the merit principle shall be based on systematic tests and evaluations of knowledge and performance, and where appropriate these shall be carried out through the participation in the New Jersey State Civil Service System.

C. Every effort shall be made to stimulate high morals by fair administration of this Article, and by consideration of the rights and interests of employees, consistent with the best interests of the public and the Library.

Appointment.

A. Basis for Original Appointment. Original appointments to vacancies in the Library shall be based upon merit, fitness and ability, which shall be determined by competitive examinations insofar as practicable, and shall be in accordance with the Civil Service Rules of the State of New Jersey.

B. Temporary Appointments. In the absence of an appropriate list or for the filling of temporary or seasonal positions, or temporarily in the case of emergencies, vacancies may be filled by temporary appointments by the appointing authority. Such temporary appointments shall have a maximum duration of four months.

C. Provisional Appointments. Pending the establishment of an appropriate eligible list, vacancies in permanent positions may be filled by provisional appointments. Such appointments shall continue only until an appropriate eligible list is established. Such provisional employees shall possess minimum qualifications established for the vacant position.

D. Probationary Period.

1. All employees appointed permanently to the classified service shall serve a probationary period of 90 days. At the expiration of the probationary period, the appointing authority, in consultation with the Director, may discontinue the service of any such employee if in the appointing authority's opinion the employee is unwilling or unable to perform the duties of his position in a satisfactory manner, or if the employee is of such reputation and habits as not to merit continuance in the service of the Library. In every case the Director shall notify the employee in writing of the discontinuance and of the reasons for the same.

2. A 90-day probationary period shall also apply to an employee promoted to a higher classification. Such probationary status will in no way affect the rights and status in the original or lower classification.

XIV. MANAGEMENT OF LIBRARY AFFAIRS

It is recognized that the management of the Library, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Library. Accordingly, the Library retains the rights including but not limited to, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause; assignment, promotion or transfer, to determination of the amount of overtime to be worked; the relief of employees from duty because of lack of work or for other legitimate reasons; decision regarding the number and location of its facilities, determination of the work to be performed within the unit; maintenance and repair; amount of supervision necessary; scheduling shifts; equipment, methods, schedule of work, together with the selection, procurement, designing, and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this agreement.

The Library shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

DURATION OF CONTRACT -- JANUARY 1, 1992 to December 31, 1994

John P. Hemming
AFSCME COUNCIL 71

Janelle Anderson
FREE PUBLIC LIBRARY

ATTEST:

DATED:

Lillian Perkins Perkins
AFSCME COUNCIL 71

Toby Olson
LIBRARY BOARD OF TRUSTEES

ATTEST:

DATED: