COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE NUTLEY FREE PUBLIC LIBRARY

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

JANUARY 1, 1991 TO DECEMBER 31, 1993

PREPARED BY:

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PREAMBLE

THIS AGREEMENT entered into by the Nutley Free Public Library, hereinafter referred to as the "Employer," and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

Definitions

The terms as herein set forth shall be understood to have the following meaning:

"Permanent Full Time Employee" shall mean and include persons whose employment is expected to continue indefinitely and are normally scheduled to work on average at least 35 hours per week, from Sunday through the following Saturday, inclusive.

"Permanent Part Time Employee" shall mean and include persons whose employment is expected to continue indefinitely and are normally scheduled to work on average less than 35 hours per week from Sunday through the following Saturday, inclusive.

"Day" for permanent part-time employee shall mean the average hours worked per week divided by five (5). This definition shall be used in computing all benefits unless otherwise specified in this Agreement.

"Temporary Employee" shall mean all employees whose employment is for a temporary period and who are paid on an hourly or day to day basis.

ARTICLE II

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions of employees of the Employer, excluding managerial employees. This unit includes the following titles:

Senior Librarian
Assistant Librarian
Principal Library Assistant
Senior Library Assistant
Library Assistant
Agency Aide
Building Maintenance Worker.

Unless otherwise specified in this Agreement, "employees" as used herein shall mean Permanent Full Time and Permanent Part Time employees holding the above positions.

ARTICLE III

Union Dues and Representation Fee

A. The Employer agrees to deduct monthly from the pay of each employee who furnishes a written authorization for such a deduction in a form acceptable to the Employer, the amount of Monthly Union Dues. Dues shall be two hours pay per month, based on a forty (40) hours week or such other amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be remitted by the Employer. Such deductions are to be sent to Communications Workers of America, c/o Secretary/Treasurer, 501 3rd Street, Northwest, Suite 230, Washington, D.C. 20001-2797, by the tenth (10th) day of the month

following the calendar month in which such deductions are made. A list of employees from whose pay such deductions were made, plus their weekly base pay rate, shall be supplied to the Union at the above address. A copy of such list shall also be delivered to the Local CWA President.

- In addition, any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, shall, as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. entitlement to the Representation fee shall continue beyond the termination date of this Agreement as long as the Union remains the majority representative of the employees in the unit, unless a modification is made in this provision by a successor agreement between the Union and the Employer. This provision shall not apply to persons who normally work not more than 20 hours per week. ("Normally" shall mean the standard work schedule of an employee. It is agreed that a person usually working 20 hours or under per week can fill in for a vacationing employee for a few weeks and not be subject to this agency shop provision.)
- C. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.
- D. The written authorization referred to in this Article shall be irrevocable for a period of one (1) year from when it is dated, or until the termination date of the applicable collective bargaining

agreement between the Union and the Employer, whichever is the shorter period.

E. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE IV

Management's Rights and Responsibilities

It is recognized and agreed that the Employer's Board of Trustees possesses the sole right and responsibility to operate the facilities and departments covered by this agreement and that all management rights repose in it, consistent with applicable New Jersey Civil Service law. These rights include but are not limited to: to select and direct its employees; to hire, promote, transfer, assign, and retain employees in positions within the unit, and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the Board may take whatever actions may be necessary to carry out the mission of the facility or its departments in situations of emergency.

Library management, in its sole discretion, agrees to give reasonable consideration regarding Library openings and closings where unusual conditions of weather, temperature or other circumstances prevail. Should the Board or one of its designated representatives determine that an unusual condition exists, employees shall be released from duty with pay in accordance with the established Emergency Closing Policy.

Management shall make available to the Union a policy concerning the availability of Management during the hours the Library is open.

ARTICLE IV

Health and Safety

The Employer agrees to maintain a healthful and safe working environment and shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. In the event that 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 in such instances shall not require employees to continue to work in such hazardous or unhealthful area until such time as the condition is corrected or abated.

The Union has the right to raise a matter of health and safety and management shall appropriately consider the issue and respond as soon as possible. No employee shall be discharged or otherwise disciplined for filing any reasonable complaint or instituting or causing to be instituted any proceeding based upon a reasonable complaint, relating to occupational safety or health. No employee shall be discharged or otherwise disciplined for testifying in any such proceeding pursuant to law, or because of the exercise by such employee of any right afforded under PEOSHA, whether on behalf of the employee or others.

ARTICLE VI

Grievance Procedure

 Purpose - The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretations, applications, or violations of this Agreement between the Employer and the Union.

2. Definitions

- A. A "grievance" shall mean a complaint by an employee, or employees, that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement or of policies, or disciplinary action.
- B. A "grievant" is an employee who files a grievance.
- C. "Representative" is a person or agent designated to represent either party in this procedure.
- D. "Day" means a working day.

3. Procedures

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. Formal grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
- F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Employer.
- G. Failure by the Employer to issue a decision within the specified time limit shall cause the grievance to be advanced to the next level.

4. Processing

- A. Time Limit The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.
- Step 1. Any employee who has a complaint or grievance shall В. discuss it first with the Library Director (or immediate superior or department head, if applicable) in an attempt to resolve the matter at that level. Any grievance involving loss of pay that is not resolved at this meeting will automatically be placed before the full Board (Step 4). Step 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he or she shall set forth the complaint in writing to the Library Director or his or her designee. The grievant must file the written grievance within ten (10) working days of the occurrence of the grievance. The Library Director will review the grievance and investigate the facts and submit a written answer to the grievant within ten (10) working days of the submission date on the grievance form.
 - Step 3 If the problem is not settled to the satisfaction of both the grievant and his or her respective superiors, either party or both parties may request that the matter be referred to the Board. This appeal must be made in writing and must set forth the grounds upon which the grievance is based. The complaint previously filed with the Library Director and the Director's written decision shall be filed with the appeal to the Personnel Committee of the Board. If any of the aforementioned parties so requests, discussion with grievant must be held within ten (10) working days of filing the appeal with the Personnel Committee. The Personnel Committee will attempt to resolve the matter as expeditiously as possible but within a period not to exceed ten (10) working days. The Personnel Committee shall

communicate their decision in writing with supporting reasons & to the involved parties.

Step 4 - If an individual grievance is not settled after reaching the Personnel Committee, the matter may be referred at the request of any party to the full Board for consideration.

Step 5 - The President of the Board, or the next highest officer in his or her absence, shall fix the place and time for the hearing, said hearing to be held within ten (10) working days of receipt of appeal, and shall notify all parties of same in writing.

Step 6 - The grievant may have a representative and/or witness of his or her choice in attendance at an appeal before the Board.

Step 7 - The Board shall review the case and render a written decision within twenty-five (25) working days of the date of appeal to the full Board. Their decision shall be forwarded to the parties concerned through the Library Director.

Step 8 - If an grievance is not settled after reaching the full Board, the matter may proceed to arbitration.

5. General Provisions

- A. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
- B. The filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Employer's departments.
- C. All records of grievance processing shall be filed separately and shall not be kept in the personnel file of any of the participants.
- D. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next step.

E. All written communications regarding this grievance procedure shall be noted at the beginning of such correspondence, "In the Matter of Grievance Number (insert number)".

- F. It is understood that any employee grievant shall continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been duly determined, unless such continued action shall be in violation of law.
- G. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. the Union and the Library Director will distribute the forms as they are required.
- H. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
- I. Notice of hearing shall be made to the grievant at least 48 hours in advance and such hearings shall be held on the Library's premises.
- J. The Library agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance for the grievant and one (1) union representative who is an employee of the Employer throughout the grievance procedure.
- K. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in computing the time of the foregoing.
- L. Any employee shall be entitled to the assistance of a Union Officer or representative in all steps of the foregoing grievance procedure. In the event that it is necessary to require the attendance of other employees as witnesses during any of the above steps, such employees shall receive pay not to exceed one hour for such time.
- M. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his or her immediate supervisor.

ARTICLE VII

Wages

Appendix A, "Salary Scale 1991", Appendix B, "Salary Scale 1992" and Appendix C, "Salary Scale 1993" are attached hereto and made part of this Agreement as though set forth herein at length.

- 1. Effective January 1, 1991, employees will receive an increase of 6%, and, in accordance with the Salary Scale 1991, (Appendix A), employees who are not at their appropriate step will be adjusted to the appropriate step for 1991.
- 2. Effective January 1, 1992, employees will receive an increase of 6% and in accordance with the Salary Scale 1992 (Appendix B), employees who are not at their appropriate step will be adjusted to the appropriate step for 1992.
- 3. Effective January 1, 1993, employees will receive an increase of 6% and in accordance with the Salary Scale 1993 (Appendix B), employees who are not at their appropriate step will be adjusted to the appropriate step for 1993.

ARTICLE VIII

Wage Schedules

The wage schedules, effective January 1, 1991, January 1, 1992 and January 1, 1993 are annexed to this Agreement and identified respectively as Appendix A, Appendix B and Appendix C.

Effective January 1st of each year, increases will be paid in accordance with these schedules to all employees who are not at the maximum level of the wage schedule.

ARTICLE XIX

Payment of Part-time Employees

Permanent part-time employees shall be paid twice a month, provided that each payment shall be for the half-month period ending one-half month prior to payment.

ARTICLE X

Use of Employees Vehicles

Employees shall be reimbursed on a per mile basis for the use of an employees' vehicle on authorized employment business. The per mile rate during each calendar year shall be equal to the per mile deduction allowable by the Internal Revenue Service on January 1st of that calendar year.

ARTICLE XI

Insurance

New Jersey State Health Benefits (Blue Cross and Major Medical insurance) shall be retained as at present for permanent full-time employees. Permanent part-time employees working in excess of nineteen (19) hours weekly are also eligible for New Jersey State Health Benefits.

Life insurance shall be continued as at present.

There shall be no change in the group Hospitalization Medical Plan or Life Insurance Plan, paid for by the Employer on behalf of the employees indicated above, except in the case of a new plan that is equivalent or better.

Dental Insurance shall be retained as instituted in November 1986 for employees working in excess of nineteen (19) hours weekly.

ARTICLE XII

Holidays

Employees will be given the following paid holidays:

New Year's Day Martin Luther King Day Presidents' Day Good Friday Memorial Day Independence Day Labor Day Columbus Day Election Day Veterans Day Thanksgiving Day Day After Thanksgiving Christmas Eve Day: Close at 1:00 o'clock P.M. Christmas Day New Years Eve Day: Close at 1:00 o'clock P.M. Floating Day: to be taken as scheduling permits

Scheduling and staffing for the aforementioned holidays is to be handled administratively.

Pay for permanent part-time employees will be equal to the number of hours the employee would normally work on the day of the holiday, or the average daily number of hours the employee works, whichever is greater.

ARTICLE XIII

Vacations

After one (1) full year of service, permanent full time employees shall receive twenty-one (21) days of vacation per year. Permanent part time employees with one (1) through five (5) years of service shall receive ten (10) days of vacation per year. Permanent part time employees more than five (5) full years of service shall receive fifteen (15) days of vacation per year.

Vacations will be prorated for those full time employees with less than one (1) year of service at the rate of one (1) day per month.

Vacation periods will be from January 1st through December 31st of each year.

If additional vacation time is desired, it will be considered by the Director and if granted, shall be taken as unpaid leave time.

Should an employee request, up to five (5) working days vacation time may be carried into the next year.

Vacation leave will be granted based on seniority.

ARTICLE XIV

Leave Policy

A. Sick Leave - In case of sickness, employees shall, in addition to their annual vacation leave with pay, be granted sick leave with pay of not less than one (1) working day for each month of service during the remainder of the first calendar year of service and, in addition, fifteen (15) working days in each calendar year of service thereafter. If any such employee requires none or only a portion of such allowable sick leave for any such calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year. The Employer may require a doctor's certificate after a five (5) day absence.

An employee who has continuously served the Employer for not less than twenty (20) years and who is eligible for retirement pursuant to the Public Employees' Retirement System of the State of New Jersey, upon completing his or her period of service shall be granted a paid leave of absence in lieu of accumulated sick time. Payment shall be at the same semi-monthly salary the employee was receiving at the end of their period of service, but only up to and including nine (9) pay periods.

The union may request a reopening of negotiations on its request for "full pay for accumulated sick time on retirement after ten (10) years of service" if the Township of Nutley ordinance changes as to its provisions in their area.

B. Leave Without Pay - Leave without pay for up to one (1) year will be granted based on the needs of the Employer's business.

- C. Maternity Leave Since pregnancy is considered to be a disability, accumulated sick leave will be utilized, however, an additional three (3) months leave without pay will be granted, if requested.
- D. Family Leave The Employer and the Union recognize that N.J.S.A. 34:11B-1, et. seq. (hereinafter "Family Leave Act") does not become applicable to the Township of Nutley until on or about May, 1993, and that pursuant to the terms of the Act and the regulations promulgated thereunder, the Act may not apply to some employees. Nevertheless, the Employer and the Union agree that the Act shall henceforth apply, and all library employees shall receive the benefits of and be governed by its terms. Employees may utilize available sick days for family leave with the prior approval of the Library Director.
- E. Bereavement Leave Employees will be granted a bereavement leave of three (3) calendar days off without loss of pay immediately following the death of any of the following members of the employees' immediate family: child, grandchild, brother, step-brother, sister, step-sister, parent or grandparent, and the aforementioned individuals of a spouse's family. Employees will also be granted a bereavement leave of three (3) calendar days off without loss of pay immediately following the death of a spouse, brother-in-law, sister-in-law, aunt or uncle. Reasonable verification of the event may be required by the Employer.

Any bereavement leave necessitated during an employee's vacation may be taken as bereavement leave. Bereavement leave is not in addition to any other leave, holiday, day off, or compensatory time off falling within the time of the bereavement. An employee may request of the Library Director or her designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

F. Personal Leave - Employees shall receive three (3) days leave for personal business. Any employee seeking to utilize a personal business day shall provide the Employer with a minimum of three (3) working days notice except in case of an emergency, said emergency to be

determined by the Library Director. The three (3) personal business days allowed each year may be used in conjunction with a vacation or a holiday, providing scheduling permits.

ARTICLE XV

Union Rights

- A. Members of the Union who are elected or designated by the Union to negotiate with management shall be granted time off without loss of pay when negotiating with management during the employee's normally scheduled hours. Only two (2) members shall be present at a time. Employees shall not be compensated, either in dollars or in compensatory time off, for time spent in negotiating with management when they are not scheduled to work.
- B. The Employer shall furnish space for a Union bulletin board in a mutually agreeable area not open to the general public.
- 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 body to which it is affiliated, shall be granted the necessary time off without loss of pay, provided that notification is given to the Director in writing by the union at least one (1) week in advance, and also provided that such requests are not in excess of four (4) work days per year in the aggregate for all members. Only one (1) member shall be absent at a time.

ARTICLE XVI

Promotions

When there is no previous Civil Service list, all promotional openings will first be offered to qualified members of the staff.

ARTICLE XVII

Continuing Education Policy

The Employer offers the use of a continuing education policy by individual staff members who would like to enrich themselves on a professional level.

- One (1) working day off with pay, per week and per semester, shall be granted to a staff member for further studies provided the following requirements are met:
- A. The staff member shall have completed a minimum of one (1) year's service; and
- B. The course work must be in pursuit of a master's degree in Library Science; and
- C. The request for such time must be made in writing to the Library Director at least one (1) semester prior to the beginning of the contemplated studies.

The final decision shall be upon the approval by the Board.

The Board encourages staff participation in workshops, meetings and seminars in which staff members learn or contribute or both. Attendance must be approved in advance by the Director. Time off with pay will be granted as scheduling permits, and travel and registration expenses will be reimbursed as funding permits.

ARTICLE XVIII

Longevity

Permanent full time and permanent part time employees of the Nutley Library employed on or prior to December 31, 1983, shall receive a yearly longevity payment of:

5 yrs. of service	28
10 yrs. of service	48
15 yrs. of service	58
20 yrs. of service	88
25 yrs. of service 1	30

Longevity payments shall not be paid to employees hired after December 31, 1983.

ARTICLE XIX

Work in a Higher Job Classification

When an employee works in a job classification higher than his or her job classification for 25 or more consecutive work days, the employee shall be paid beginning with day 25 at a rate of pay that would coincide with the lowest level on the wage schedule for the higher classification. If the replacing employee's rate of pay is more than said level, the replacing employee will receive pay as per the second level of the position replaced. The use of the word "consecutive" in this language shall not include weekends or any other normally scheduled days off.

ARTICLE XX

Personnel Files

- A. Each employee's personnel files and employment information shall be kept in a locked space and are not to be discussed or distributed, without the employees written permission, with anyone other than authorized personnel or persons authorized by law.
- B. An employee may review the contents of his or her file upon request, and a union as well as management representative may accompany the employee for the review. Upon completion, the employee shall initial each document not previously initialed indicating only that the document has been reviewed by the employee.
- C. The employee shall have the right to respond to any document in his or her file within thirty (30) working days of receipt of said document by the Employer, said response to be included in the employee's file.

C. Upon request, an employee shall be given a copy of any document pertaining to job performance which is contained in his or her personnel file. In addition, upon the completion of any formal evaluation of an employee, the Employer shall provide an opportunity for the employee to review and initial the evaluation before the document is placed in his or her file.

ARTICLE XXI

Work Week

- A. The normal work week shall consist of five (5) days of work.
- B. Full-time employees, except building maintenance workers, will be scheduled to work a total of seventy (70) hours in a two (2) week period. Building maintenance workers will be scheduled to work a total of seventy-six (76) hours in a two (2) week period.
- C. Full-time employees, except building maintenance workers, who are scheduled to work from 1:00 P.M. to 9:00 P.M. with a ninety (90) minute supper break, will be considered to have worked seven and one-half (7 1/2) hours.
- D. Individual employee preference will be considered in seniority order when schedules are arranged, subject to the needs of each department.
- E. All hours of work shall be consecutive, separated only by breaks and lunch and supper periods, unless mutually agreed otherwise by the employee and the Library Director.
- F. If Sunday work is required, employees will be paid at the rate of time and one-half. Except in emergencies Sunday work will be scheduled on a rotating basis consistent with the library's needs and requirements.
- G. The Library Board Agrees to re-open negotiations at least six

 (6) months prior to any plan to establish regular Sunday hours. Such negotiation will deal with the Union's request for all Sunday work to be voluntary and for double-time pay for same. Absent such advance

notice and an opportunity to re-open negotiations, the Library Board agrees that Sunday work shall not be introduced.

ARTICLE XXII

Parking

Free parking will be furnished for employees.

ARTICLE XXIII

Meetings

- A. Staff Meetings Staff meetings shall be held on a monthly or other basis as shall be necessary, and may be scheduled at any reasonable time before or during working hours. Employees scheduled to work on the day a Staff Meeting is held immediately prior to work shall receive compensatory time off. Employees who are not scheduled to work on the day a Staff Meeting may attend on a voluntary basis and shall also receive compensatory time off. All compensatory time shall be taken as scheduling permits.
- Labor-Management Meetings The Employer shall honor any B. reasonable request to conduct a labor-management meeting to discuss terms and conditions of employment and the rights and obligations under the within Agreement. All requests shall be directed to the Library Director, who shall further be notified of the matters to be discussed and the personnel to be present. The Library Director shall respond within a reasonable time, may add matters to be discussed in his or her discretion, and shall schedule a mutually convenient time for the meeting. It is understood that attendance at such meetings shall be limited to appropriate representatives of the parties hereto and shall not be open to the general staff. further understood that the purpose of said meeting or meetings shall be to provide an avenue of communication regarding employer-employee relations and shall not be used to replace any of the steps set forth in ARTICLE VI.

ARTICLE XXIV

Terms of Agreement

The effective date of this Agreement shall be January 1, 1991 and it shall remain in full force until Midnight December 31, 1993. Thereafter the Agreement shall remain in full force and effect from year to year unless a notice of termination or a desire to modify or change this Agreement is given in writing by either party at least ninety (90) days prior to December 31, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper representatives on this the 976 day of August, 1991.

FOR THE NUTLEY FREE PUBLIC LIBRARY

FOR THE UNION

ANTHONY J. IANNARONE, President

ala/len4

Board of Trustees

PATRICIA WALLACE, Representative Communication Workers of America

CYNTHIA CHAMBERLIN, Director Nutley Free Public Library

JEAN ROBERTS, Negotiator

WITNESSETH: TOWNSHIP CLERK

LUCILLE C. SIMONIAN