

CONTRACT BETWEEN THE PLAINFIELD PUBLIC LIBRARY AND  
THE PLAINFIELD PUBLIC LIBRARY STAFF ASSOCIATION

PREAMBLE:

This agreement is entered into this     th day of May, 1983, by and between the Board of Trustees of the Free Library of Plainfield, New Jersey, hereinafter called the "Board," and Union Council #8, New Jersey Civil Service Association, hereinafter called the "Association" or the "Union."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1975 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article I, Recognition

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel employed or to be employed by the Board, but excluding: the Director, the Assistant Director, the Office Secretary, the Bookkeeper, and all Pages.

B. Definition of separate bargaining units

Supervisory personnel shall include the supervisors of the following departments: Circulation; Reference; Children's and Audio-Visual Services; Technical Services; and Maintenance. These employees will constitute a separate bargaining unit to be called Unit A. All other employees represented by the Association as defined in Article IA will constitute a bargaining unit to be called Unit B.

Article II, Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## Article III, Grievance Procedure

### A. Definitions

1. Grievance: A "grievance" is a claim by a member of the bargaining units or the Association regarding the interpretation, application, or violation of policies, the Agreement, or administrative decisions affecting their terms and conditions of employment.

2. Aggrieved person: An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest: A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve this claim.

### B. Purpose

The purpose of this procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract.

### C. Procedure

1. Time limits: The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, in writing. Unless specifically stated to be otherwise, the grievance procedure must be invoked within ten (10) working days of the time when the aggrieved person knows of or should have known of the cause of the grievance and all parties in interest (except the Board) must take action as specified under the various levels of the procedure within five working days. In the event of serious illness, termination of employment, absence on vacation, or any other absence of any party in interest approved by the Library (except the Board), another person may be designated as the replacement.

2. Level one: The aggrieved person must discuss the grievance with the immediate supervisor. If the dispute remains unsettled, the aggrieved person shall present a written statement of the grievance to the supervisor. Such statement shall include reference to the specific policy, administrative decision, or agreement alleged to have been violated and the nature of a satisfactory remedy. The immediate supervisor will inform the library director of the grievance, investigate as required, and submit a written reply through the library director.

3. Level two: If the aggrieved party is not satisfied with the response received at level one or if no decision was received within the maximum period allowed, he may present his grievance to the assistant director. The assistant director shall investigate and report in writing to the aggrieved person.

4. Level three: If the aggrieved party is not satisfied with the response received at level two or if no decision was received within the maximum period allowed, he may present his grievance to the library director. The director shall investigate as needed and report in writing to the aggrieved person.

5. Level four: For grievances alleging violations of policies, administrative decisions, state statutes, or agency rules and regulations, the Board will be the final step in the grievance procedure. A written statement of the grievance with specific charges and desired remedies must be submitted to the library director for distribution to the Board at least ten calendar days prior to a regularly scheduled meeting of the Board. The Board will study the grievance and hold a hearing at its next meeting. The Board may render a decision at this meeting or postpone its decision until the next scheduled meeting.

6. Level five: The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the express terms of the locally negotiated agreement. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.

The arbitrator shall be selected according to the rules of the American Arbitration Association and the costs of the arbitrator's services shall be divided equally between the Association and the Board.

Before an arbitrator is selected, the Board and the Association will state their positions on the authority of the arbitrator. If both parties agree, the decision of the arbitrator will be binding on all parties in interest. If either the Board or the Association declines to grant binding authority to the arbitrator, then arbitration shall be advisory only.

The arbitrator's decision shall be in writing and shall be submitted to the Board and to the Association.

#### D. Miscellaneous

1. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties and their designated or selected representatives as they shall specify.

2. Aggrieved persons must not use their scheduled working hours to prepare grievances. Hearings or investigations by the administration or the Board may or may not take place during scheduled working hours at the discretion of the administration or the Board.

Article IV, Employee Rights

A. Rights and Protection in Representation

The protections afforded union activity pursuant to Chapter 123, Public Laws 1975 shall govern Board actions.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws and regulations.

Article V, Work Hours, Vacations, and Holidays

A. Holidays

Only full-time provisional and permanent employees in the bargaining units are entitled to the following holidays:

Labor Day	Washington's Birthday
Columbus Day	Good Friday
Election Day	Memorial Day
Veterans' Day	Independence Day
Martin Luther King Day	Christmas Day
Lincoln's Birthday	New Year's Day
Thanksgiving Day	

B. Personal days

Only full-time provisional and permanent employees in the bargaining units are entitled to three personal days to be taken at their election and with prior approval by the administration. These days may be taken only individually or in half-days.

C. Vacation

Full-time permanent and provisional employees in the bargaining units are entitled to twenty vacation days each year with the exception of members of the maintenance department who will receive vacation allowance according to the following schedule:

1 to 10 years	12 work days
10 to 20 years	15 work days
20 years or more	20 work days

Part-time provisional and permanent employees who are regularly scheduled for 20 hours or more per week are eligible for a maximum of two weeks of paid vacation on a pro rata basis according to the average number of hours worked per week.

Vacation shall be determined on a monthly basis and credited to an employee as earned. Unless the need and circumstances of a request are very unusual in the opinion of the administration, no vacation will be allowed during the first three months of employment. Vacation credit may be accumulated up to a maximum of 25 days. Vacation must be scheduled with advanced approval from the administration.

#### D. Hours of work

Full-time provisional and permanent employees will work thirty-seven hours each week as a maximum. Employees in the maintenance department will work forty hours as a maximum. Overtime work may be accumulated and substituted for normal work hours on a one-to-one basis according to Library policies. Members of the maintenance department may either substitute on a one-to-one basis or be compensated for their overtime at one and one half times their normal rate of compensation. For Sundays and holidays, such compensation will be at two times their normal rate of compensation.

### Article VI, Salaries

#### A. Salary schedule

The salary of each provisional and permanent employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

#### B. Method of payment

Payment will be made at two-week intervals throughout the year unless City of Plainfield policy should change. Whenever possible, payments will occur on Thursday.

### Article VII, Sick leave

#### A. Eligibility

1. Fifteen days of sick leave with pay are earned by full-time provisional and permanent employees for each full calendar year employed. One and one quarter days will be credited each month with unused sick days accumulating from year to year. Part-time provisional and permanent employees who are regularly scheduled for twenty hours or more per week are eligible for sick leave on a pro rata basis.

2. New staff members earn one day of sick leave with pay for each month worked during the first partial calendar year of service.

3. Sick leave credits continue to accrue while an employee is absent on vacation leave or on sick leave with pay.

#### B. Verification

The administration may require the submission of a doctor's certification for proof of illness according to N.J. Civil Service regulations. Failure to submit such evidence when requested will be deemed abuse of sick leave.

#### C. Payment for unused sick days

Upon retirement, unused sick leave in the amount of three days or more will be entitled to pay at the rate of one day of pay for each three days of sick leave. Upon separation in good standing, full-time provisional and permanent employees will be entitled to pay at the rate of one day of pay for each four days of sick leave with a minimum of four days. All such credits earned before December 31, 1982 will be compensated for at the rate of payment received in 1982. Thereafter, payment will be received according to the pay scale in effect during the year in which the credits were earned.

## Article VIII, Fringe benefits

### A. General

The fringe benefits of full-time provisional and permanent employees closely parallel those received by employees of the City of Plainfield. Every effort will be made to secure additional benefits for Library employees as they are received by City of Plainfield employees. Any cancellation of existing fringe benefits that are retained by City employees will constitute an automatic agreement on the part of the Board to re-open negotiations on the subject of fringe benefits only. The Library does not, however, guarantee the continuation of existing benefits.

### B. Tuition reimbursement

A fund of \$2,000 shall be available at the beginning of each calendar year, beginning Jan. 1, 1983, for tuition reimbursement. The fund so established shall never exceed \$2,000 and all payments from the fund shall be subject to the following restrictions and procedures:

1. The courses qualifying for reimbursement must be directly related to a library purpose. The library director or his designee shall be the sole judge of relevance and his decision may not be the subject of a grievance. In the interest of fairness in allocating such funds, official recommendations of the Association regarding maximum amounts to be received by any one person will receive careful consideration.

2. Courses must be taken for credit and reimbursement will be 100% for an A and 75% for a B. Lower grades are not eligible for reimbursement.

3. The recipient agrees to continue his or her employment relationship with the Library for two years following the completion of a course, or return a pro-rated amount of payments received to the Library. The beginning of the two year period will be considered to be the starting date of the course for which application is made.

4. The recipient agrees to certify that no other source of financial aid is being received, e.g., the G.I. Bill or scholarships. He or she agrees also to sign a release allowing the college or university to verify that this is the case.

5. All full-time provisional or permanent employees are eligible for tuition reimbursement.

6. The Board's obligation shall be limited to \$2,000 during any twelve-month period and unused funds will not carry over to the following year.

Article IX, Miscellaneous Provisions

A. Separability

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Agreement distribution

Copies of this Agreement shall be provided to each provisional or permanent employee at the expense of the Board within thirty days after the Agreement is signed.

C. Personnel policy manual

The administration agrees to supply a copy of the Personnel Policy Manual to the Association after it has been updated, the copy to be given to the secretary.

D. Public service hours

Full-time employees in public service departments (i.e., Circulation, Children's, and Reference) shall not be required to work more than 25 hours at any public service desk in a normal week. Any week which contains a holiday and/or emergency closing shall have the public service hours prorated on the basis of five hours per day, and any full-time employee in the affected departments who takes a vacation, sick, or personal day shall have his or her public service hours so prorated.

Article X, Duration of Agreement

A. Duration period

This agreement will take effect when signed and properly ratified by both the Association and the Board and shall cover the calendar years of 1982 and 1983.

B. Status of incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Union Council #8

Board of Trustees

By Its President

By Its President

By Its Secretary

By Its Assistant Secretary