

991

AGREEMENT

between

THE BOARD OF TRUSTEES OF THE FREE PUBLIC LIBRARY  
OF THE TOWNSHIP OF MIDDLETOWN

and

THE LIBRARY EMPLOYEES

COMMUNICATIONS WORKERS OF AMERICA, LOCAL #1032

JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

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This AGREEMENT, made and entered into this day of FEB. 4, 1992, by and between: THE BOARD OF TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE TOWNSHIP OF MIDDLETOWN, in the State of New Jersey, located at 55 New Monmouth Road, Middletown Township, Monmouth County, New Jersey, hereinafter known and designated as the "Employer: and MONMOUTH COUNCIL NUMBER NINE, LOCAL 1032, CWA hereinafter known and designated as the "Union"

W I T N E S S E T H:

WHEREAS, the Employer has recognized the said Council as the sole and exclusive bargaining agent for all permanent full-time and part-time and provisional employees following a 90 day probationary period in the bargaining unit except pages, maintenance workers and the Director working in the FREE PUBLIC LIBRARY of the Township of Middletown; and

WHEREAS, the Employer has an obligation, pursuant to Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et seq., (hereinafter Chapter 303), as amended and supplemented, to negotiate with the Union as the said representative of all said permanent full-time and provisional employees following a 90 day probationary period working in the FREE PUBLIC LIBRARY of the Township of Middletown, and to provide orderly and peaceful procedures for presenting employee grievances and proposals; and

WHEREAS, the Employer, on its own behalf and on behalf of the citizens of the Township of Middletown, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws of the Constitution of the State of New Jersey, United States; and

WHEREAS, the exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in furtherance thereof and the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this AGREEMENT, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of the State of New Jersey and of the United States: and

WHEREAS, nothing contained herein shall be construed to deny, restrict, or diminish the rights, responsibilities and authority of the Employer under the Laws of the State of New Jersey or any other national, state, county or local laws or regulations as they pertain to the Employer; and

WHEREAS, it is the intention of both the Employer and the Employees that this AGREEMENT to be construed in harmony with the Rules and Regulations of the New Jersey Civil Service Commission:

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

GENERAL AGREEMENTS:

All items regarding money to be retroactive to January 1, 1992.

ARTICLE 1 - RECOGNITION

Section 1. The EMPLOYER hereby recognizes MONMOUTH COUNCIL NUMBER NINE LOCAL 1032 as the representative of the Library employees of the Township of Middletown, who have elected to be represented by the Council for the purpose of presenting and making known to their Director and Board of Trustees grievances and proposals.

Section 2. The EMPLOYER agrees to deduct the initiation fee and/or dues from the wages of each employee and to forthwith remit the same to the UNION office.

Section 3. The UNION agrees to file a due deduction authorization form with the EMPLOYER for each employee prior to such deduction, and shall be in accordance with the applicable statutes of the State of New Jersey.

#### ARTICLE 2 - HOURS OF WORK

Section 1. Each permanent full-time employee shall receive a minimum guarantee of thirty-five (35) hours of work or pay for each week. No guarantee is made that said work will be assigned in the employees' job category and employees agree to work in other assignments at no change in rate of pay in emergency situations, and the employer agrees to make such assignments on a seniority basis.

Working hours shall be the hours of the library operations. The current practice pertaining to hours worked in excess of regular hours will be continued. For the computation of work hours, each holiday, vacation day, and sick day shall be credited as seven (7) hours worked.

Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon, and be paid for such breaks.

Employees working from 6:00 p.m. to 9:00 p.m. shall be granted one fifteen (15) minute coffee break during those work hours and be paid for this break.

Section 2. When an employee is not scheduled for work, and his services are required, he may be called to work and his time shall start when he arrives at his place of assignment.

Section 3. When an employee is required to work ten (10) hours or more on a normal work day, or a full overtime day, he shall be granted a second one-half hour lunch period at no loss of pay for such lunch period for each five (5) hours over the above-mentioned ten (10) hours, also at no loss of pay for such lunch period.

Section 4. If the Library does not open due to snow, other inclement weather or emergency, any employee not scheduled to work that day due to vacation, personal day, personal holiday or sick day, shall not be charged for that day.

Section 5. The employees shall not be limited as to outside employment; provided, however, that no such outside employment shall be engaged in which in any way interferes with the employees' duties as an employee of the FREE PUBLIC LIBRARY, Township of Middletown, or which, in the judgment of the BOARD OF TRUSTEES, creates a possible conflict of interest; and provided further that no employee shall refuse overtime work ordered by the Director for the reason of having to attend an outside job.

### ARTICLE 3 - HOLIDAYS

Section 1. The Free Public Library of the Township of Middletown is a Service Organization. The Library employees shall receive nine and one half (9½) official holidays per year as presently authorized by the Board of Trustees of the Free Public Library of the Township of Middletown:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	½ Day New Year's Eve

The employees shall also receive five (5) personal holidays per year in each year of the contract. The taking of these personal holidays are subject to approval of the Director with said approval not being unreasonably withheld. The employee must give the employer ten (10) days notice of the intent to take a personal holiday. These personal holidays should not be accumulated and should be taken during the calendar year. Failure to take personal holidays may result in waiver of same.

Pay for holidays and personal holidays not worked shall be seven (7) hours pay at the straight time rate.

The Library will close at 1:00 p.m. on New Year's Eve.

Section 2. In the event that any of the above enumerated holidays shall fall on a regular work day, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for the purposes of computing compensation time.

Section 3. In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 4. If any of the holidays enumerated in Section 1 (above) fall on a Sunday, said holiday shall be celebrated on the following Monday.

#### ARTICLE 4 - VACATIONS AND PERSONAL DAYS

Section 1. All employees as of January 1, 1992 shall receive vacation time according to the following schedule:

##### OTHER STAFF

1 day/month  
12 days  
15 days  
20 days  
1 day/year  
of employment

1st year  
2-5 years  
6-8 years  
9-20 years  
21+ years

##### PROFESSIONAL

1 day/month  
20 days  
20 days  
20 days  
1 day/year  
of employment



All employees whose job title falls within the classification "OTHER STAFF" currently receiving at least 20 days vacation time per year as of December 31, 1985 shall continue to receive 20 days vacation time during the term of this agreement.

Employee's pay check for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said pay check is made at least two (2) weeks prior to his vacation date.

Section 2. Senior employees shall be given preference within their classification, and where consistent with work schedules, when selecting vacation periods.

Section 3. Any employee eligible for vacation, whose employment has terminated for any reason other than disciplinary, shall receive a pro-rated vacation.

Section 4. Vacation time may be accumulated for no more than two (2) years. The maximum vacation time available at any given time shall be the number of days earned in two consecutive years. Vacation time not used within the two-year period will be forfeited.

For purposes of this contract only, employees with an excess of two year's accumulation, as of 1/1/92, will be grandfathered in with no loss of days. Excess vacation days must be used by December 31, 1993.

Used days are not restorable.

Section 5. Each employee shall be entitled to and may take three (3) days during the year as a personal day off from work with pay for seven (7) hours at straight time. For example, a personal day may be taken for religious, legal or emergency reasons. At least two (2) days prior to the desired personal day the employee shall request from the Supervisor of his department and the Director's permission to take the desired day as a personal day. Permission

shall not be unreasonably denied, subject, however, to the following standards:

- A. No personal day shall be granted for any day which immediately precedes or follows a three-day holiday weekend, or any of the designated paid holidays set forth in this agreement.
- B. No personal day shall be granted for any time during which, in the Director's opinion, the employee's presence on the job is indispensable to the performance of the department in relation to a particular ongoing activity.
- C. In the event more than one employee desires a particular day as a personal day, the Director shall determine the maximum number of employees which can be granted the requested personal days without detrimentally effecting the operation of the department. Based on said determination, the Director may grant the requested personal days to no more than that number of employees and the Director shall deny all other requests. The granting of said requests shall be made on a seniority basis.
- D. In the event an employee's request for a personal day has been denied and the employee takes the requested day as a sick day after said denial, the employee shall, within two (2) days following said absence, furnish to the Director a written medical report by a physician certifying the employee to have been ill. Failure to furnish said medical report shall subject the employee to disciplinary action by the employer.

#### ARTICLE 5 SICK LEAVE AND MATERNITY

Section 1 - Sick Leave. Employees receive fifteen (15) days sick leave per year after one (1) year's service with pay.

Employees with less than one (1) year's service are to receive one (1) day of sick leave per month of service, with pay, from the

first day of regular employment up to and including twelve months thereafter and fifteen (15) days sick leave, with pay, for each subsequent year thereafter.

Employees who do not use any sick time in any of the calendar years of this contract shall receive a bonus of one day's pay to be included in the first pay check of the following year.

Section 2 - Sick Leave and Separation. When an employee resigns his/her position, but has been employed for at least five (5) years, the employer shall reimburse the employee twenty-five (25%) of any unused sick time.

Section 3 - Sick Leave and Retirement. When an employee retires and has been employed for fifteen (15) years and is at least sixty-two (62) years of age, the employee may choose to accelerate his/her retirement date by subtracting from the number of working days remaining until the given retirement date the total number of unused accumulated sick days. Employees opting to accelerate their retirement will not accrue any additional sick days, personal days, or vacation days during their acceleration period.

Section 4 - Sick Leave and Maternity/Paternity. An employee subject to this agreement may take unpaid maternity/paternity leave for a period not to exceed six (6) months. This leave must be taken immediately following the birth or adoption of a child. This leave is to be granted at the discretion of the employer.

Section 5 - Family Leave. An employee subject to this agreement may take unpaid family leave not to exceed three (3) months to care for an immediate family member, parent, spouse or child, as per the provisions of the Family Leave Bill.

## ARTICLE 6 - DEATH IN THE FAMILY

Section 1. In case of death in the immediate family, as hereinafter defined, an employee shall be granted five (5) days leave with pay immediately following the date of death. These days shall not be charged against sick leave. Immediate family is hereby defined to include the spouse, child, mother, father, grandchild, sister and brother of the employee.

Section 2. In the case of a death of employee's grandmother, grandfather, mother-in-law or father-in-law, an employee shall be granted three (3) days leave immediately following the date of death, and shall be paid for such days.

Section 3. In the case of the death of an employee's sister-in-law, brother-in-law, aunt, uncle, niece, or nephew, an employee shall be granted one (1) day leave with pay. This leave must be used within reasonable time, at the Director's discretion.

## ARTICLE 7 - SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1. Newly hired employees shall be considered to be on a provisional basis for a period of ninety (90) days from the date of employment, and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated at any time during said period without recourse whatsoever.

Section 2. Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean the length of continuous permanent service with the Employer, regardless of capacity or department.

Section 4. In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority, and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Library before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grade to fill the vacancy. Any dispute arising under this section to be subject to the grievance procedures set forth in this contract, or as provided by Civil Service Regulations.

Section 5. An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation,
- (b) Discharge for just cause.
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, (return receipt requested), unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

Section 6. Notice of all job vacancies shall be posted on all bulletin boards with the department. Said notice shall include the wage range.

Section 7. The Employer, upon recalling shall do so in the inverse order of layoff. He shall recall the last employee laid off, providing however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position

are ready, willing and able to be reemployed. The last employee laid off from a position will be the first recalled to that position.

Section 8. An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is higher.

Section 9. Any notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

#### ARTICLE 8 - BULLETIN BOARDS

Space will be made available to the COUNCIL and the EMPLOYER for the purpose of posting COUNCIL notices relating to dues, meetings, entertainment, health and safety, and general COUNCIL activities. The Employer agrees to post the minutes of the Board Meeting five (5) days prior to the next Board Meeting.

#### ARTICLE 9 - NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of his activities as a member of the COUNCIL. There shall be no discrimination against any employee because of his race, color, sex, age, religious creed, national origin, political affiliation or COUNCIL affiliation.

#### ARTICLE 10 - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation of application of the AGREEMENT, the following procedures shall be followed.

Section 1. It is hereby agreed that the EMPLOYER has the right to discharge for just cause. Such discharge shall conform to Civil Service procedures.

Section 2. The aggrieved party has the right to retain a personal attorney at his own expense at all steps in this grievance

Section 3. Step 1

An employee with a grievance shall first discuss the matter with his immediate supervisor, either directly or through the designated representative of MONMOUTH COUNCIL NUMBER NINE, for the purpose of resolving the matter informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, the matter may then be referred by the representative of MONMOUTH COUNCIL NUMBER NINE to the Director. A meeting on the grievance shall be held within five (5) working days between the aggrieved party, the representative of COUNCIL and the Director. Said meeting shall not be held publicly unless all parties so agree in writing. The Director shall render a written decision within five (5) working days of the date of the meeting. In the event that the employee meets with the Director at Step 1 of the Grievance Procedure and is not satisfied with the disposition of his grievance at Step 1, the employee may bypass Step 2 of the Grievance Procedure and proceed to Step 3.

Step 3

If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Board of Trustees in writing.

The Board shall meet within a reasonable period of time of the receipt of the written grievance. The Board may hold hearings, and gather any information necessary for a decision and take testimony from all parties having information. The grieving party should have the right to present any evidence on his behalf. If the grievance is not unanimous, then in that event, either party may, within fifteen (15) days, request the Public Employment Rela-

to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties.

Step 4

(a) The arbitrator shall have no authority to change, modify or amend the provision of this AGREEMENT.

(b) A grievance within the meaning of this AGREEMENT shall be limited to any matter of wages, hours, working conditions, discrimination against any employee or any dispute involving interpretation or application of this AGREEMENT represented by MONMOUTH COUNCIL NUMBER NINE because of his race, age, color, sex, religious creed, national origin, political affiliation or COUNCIL affiliation.

(c) The time limit specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between all parties.

(d) A grievance affecting a group of employees under this AGREEMENT may be submitted by the representative of the UNION on behalf of said named group at Step 3 of the grievance procedure.

(e) Nothing herein shall be construed to deny to any employee his rights under R.S. 11 (Civil Service).

ARTICLE 11 - JURY DUTY

An employee called for Jury Duty will be excused from work for the period actually in attendance at Court and he will be paid his regular daily earnings for such time as he is required to be in attendance at Court.

ARTICLE 12 - RIGHT OF VISITATION

Section 1. The Business Agent or his representative or any officer of the UNION shall have admission to the Employer's premises at any time during working hours for the purposes of



ascertaining whether this AGREEMENT is being carried out in good faith or for the purposes of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises but shall first apply to the Director for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the operation of the Library during working hours, and that his privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

#### ARTICLE 13 - WAGES

The pay increase for the calendar year 1992 shall be 6% effective 1/1/92 and will be so indicated in the 1992 salary ordinance. The pay increase for the calendar year 1993 will be 6%. The pay increase for the calendar year 1994 will be 6%.

#### ARTICLE 14 - INCREMENT SYSTEM

If an employee's increment is to be withheld as a disciplinary action, the negotiated percentage wage increase would be reduced by up to 2%. The employer agrees to provide the employee with a written explanation as to why the increment will be withheld prior to the effective date of the withholding. Such action is subject to the grievance procedure.

#### ARTICLE 15 - LONGEVITY

In addition to the wage agreed upon in Article 13, all employees shall receive longevity pay in accordance with the following schedule for each of the three years of this contract:

<u>Years of Service</u>	<u>1992 - 1993 - 1994</u>	<u>In addition to Annual Pay</u>
After 5 years of service		2½% of salary
After 10 years of service		4½% of salary
After 15 years of service		6% of salary
After 20 years of service		7½% of salary

Longevity pay for a calendar year will be spread over the pay periods of the employee during that year. Service for purposes of longevity pay shall be calculated effective and paid starting on the Anniversary Date of the Employee's employment with the Library following the completion of the required number of years as shown above.

#### ARTICLE 16 - MEDICAL, SURGICAL AND HEALTH PLANS

All Middletown Township Library employees shall be entitled to all rights, privileges and benefits of the Health Benefit Plan covering the employees of Middletown Township for each of the three years of this contract.

#### ARTICLE 17 - RETIREMENT, HEALTH AND MEDICAL BENEFITS

Section 1. Upon retirement by an employee after twenty-five (25) years of service and upon such employee collecting pension benefits, or upon retirement of an employee who has attained the age of sixty-two (62) years and fifteen (15) years of service, an employee shall have his or her medical and health insurance coverage paid in full by the Township, until such time as such employee attains the age of sixty-five (65) years. Such employee, at age sixty-five (65) years and thereafter, and so long as the employee is covered by Medicare, shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Middletown Township Employee Health Plan Booklet) not paid by Medicare.

Section 2. Subject to the terms set forth in Section 3, hereinafter set forth, and while said employee is receiving said Retirement, Medical and Health Benefits (as set forth in Section 1 of this Article), the employee's spouse who is not yet sixty-five (65) years of age shall have his or her medical and health insurance coverage paid in full by the Township. Once the employee's spouse attains the age of sixty-five (65) years and so long as he or she is covered by Medicare, such spouse shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Middletown Township Employee Health Plan Booklet) not paid by Medicare.

Section 3. Any and all obligations by the Township for payments on behalf of the employee/spouse shall terminate six (6) months after the date of the employee's death.

Section 4. As in ARTICLE 16, both parties agree that all employees covered in this section will be eligible for all benefits, rights and privileges in effect for the employees of Middletown Township for each of the three years of this contract.

#### ARTICLE 18 - APPLICATION OF SENIORITY

Seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than are required, the more senior employees in this classification shall be assigned to perform the duties required, and the less senior shall be assigned other duties.

When an employee has no work to perform in his respective classification, he may be required to work in another classification in which there is available work but there shall be no change in said employee's rate of pay.

When overtime is required, or work is required on any premium day, such work shall be rotated among the qualified employees on a seniority basis.

#### ARTICLE 19 - SAFETY

Conditions affecting safety of patrons or staff may be brought directly to the attention of the Director, who may in his/her discretion, then take appropriate action.

#### ARTICLE 20 MANAGEMENT RIGHTS

Section 1. The Employer retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

Section 2. Nothing in the Article shall be interpreted to deprive any employee of rights guaranteed to him by Federal or State law or the Library Personnel Manual, and all the rights enumerated in this AGREEMENT.

Section 3. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer except as such right may be specifically modified by the terms of this AGREEMENT.

#### ARTICLE 21 - APPLICABLE LAWS

Section 1. Nothing herein shall abrogate or in any way modify any of the rules or procedures of the New Jersey Civil Service Commission. If such is the case, then the provisions of this AGREEMENT to that extent shall be null and void.

#### ARTICLE 22 - MILEAGE REIMBURSEMENT

Employees shall receive mileage reimbursement as per the current federal standard for use of their cars when used for Library purposes.

ARTICLE 23 - PART-TIME EMPLOYEES

Permanent part-time employees will receive time off entitlements on a pro rata basis as per applicable New Jersey law and statutes.

Part-time employees will continue to be eligible for promotions. However, full-time employment may be a requirement for all professional positions, at the Director's discretion.

ARTICLE 24 - AGENCY SHOP

Section 1. An Agency Shop shall be established at 85% of dues effective as of the date of the signing of this agreement.

Section 2. The Union agrees to protect, defend, indemnify and hold the Township of Middletown and the Board of Trustees of the Free Public Library of the Township of Middletown harmless individually and jointly, from all claims, demands, causes of action, loss, damages, liabilities, costs and expenses, including without limitation, attorneys' fees; asserted against or incurred by the Township or the Board of Trustees of the Free Public Library arising out of or in connection with any claims made by any third parties or person or entity relating in any manner or form to the institution and existence of agency shop at the Free Public Library for the Township of Middletown.

ARTICLE 25 - DISABILITY

Effective January 1, 1986, the employer will provide to the employees the state disability plan as set forth in the Temporary Benefits Law N.J.S.A. 43:21-25 et seq. Employer and employee contributions to the plan shall be made in accordance with the applicable provisions of N.J.S.A 43:21-7 et seq.

ARTICLE 26 - WORKING OUT OF CLASSIFICATION

If an employee works out of his or her classification for a period of fifteen (15) consecutive work days, the employer agrees to compensate said employee at the higher rate of pay, if applicable, for that time worked.

ARTICLE 27 - UNION ACTIVITIES

The employer agrees to allow the Union Shop Steward and County Union officers the opportunity to attend Union sponsored lectures and seminars. Employees falling within the terms of this provision will be allowed a maximum of two (2) days per year off from work with pay for the purpose of attending these Union activities. The employee will bear the cost of any and all expenses associated with attending Union sponsored lectures or seminars. The employee must give the employer at least ten (10) days notice of his intention to attend said Union sponsored activity.

ARTICLE 28 - MINIMUM SALARIES

The Employer agrees to compensate employees in accordance with the following minimum wage schedule:

	<u>1992</u> <u>Minimum Salary</u>
<u>Non-Professional</u>	
Junior Library Assistant	\$13,500
Senior Library Assistant	16,200
Principal Library Assistant	19,100
Supervising Library Assistant	22,000
<u>Professional</u>	
Junior Librarian	\$24,500
Senior Librarian	28,500
Principal Librarian	33,500
<u>Clerical</u>	
Clerk	\$14,968
Senior Clerk	15,998
Principal Clerk	21,064
Clerk/Steno	14,968
Senior Clerk/Steno	18,921
Principal Clerk/Steno	21,064
Administrative Secretary	27,215

All minimums will increase by 6% in 1993 and 6% in 1994.

ARTICLE 29 - MINIMUM PROMOTIONAL INCREASE AND REVIEW

The minimum increase in salary which an employee will receive upon promotion to a higher title shall be \$1,000 effective in the pay period following the date of the promotion. Jr. Library Assistant and Jr. Librarian shall be reviewed by the Director and either recommended or not recommended for promotion to the Board after two (2) years of employment.

ARTICLE 30 - TERMS OF AGREEMENT

Section 1. This AGREEMENT shall become effective as of the date of this AGREEMENT and shall remain in full force and effect and expire on the 31st day of December, 1994.

Section 2. Negotiations may be reopened if proposed Assembly Bill (A4543) is enacted and a reduction of funding occurs. Such negotiations shall pertain specifically to economic matters only.

Section 3. The employees shall have the right to open negotiations for the 1995 contract between August 1 and August 31 of 1994. Should there be a dispute as to the salaries, employees shall not cease work and all disputes when settled shall be retroactive to the agreed date between the parties.

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COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1032

By: Peter L. Cerenzo, N.R.S.  
Peter L. Cerenzo, President

By: Nicholas R. Gallicchio  
Nicholas R. Gallicchio, Staff Rep.

By: Luis Juccarone

By: John J. Somers

By: John B. Strano

MIDDLETOWN TOWNSHIP LIBRARY  
BOARD OF TRUSTEES

By: Robert M. Pelly

By: Randall Fabulan