

Contract no. 1541

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AGREEMENT

LIBRARY
AGREEMENT
EAST ORANGE
UNIVERSITY

Between

EAST ORANGE LIBRARY BOARD OF TRUSTEES

and

COMMUNICATIONS WORKERS OF AMERICA

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January 1, 1991 - December 31, 1993

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PREAMBLE

The EAST ORANGE PUBLIC LIBRARY BOARD OF TRUSTEES and the COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1077, recognize and declare that providing quality library service to the citizens of East Orange is their primary aim, and agree that the character of such library service depends upon the quality of professional and non-professional services, and support activities, the availability of materials in all media, and the functional utility of the Library facilities.

The Board and the Union recognize that the Library provides the means of self education for its citizens, stimulates study and research, and serves as a source of information and reading for pleasure. The Library is an essential element in the community's educational, cultural, and social activities, and all citizens should have access to its facilities and service, including during evenings and weekends.

The Board and the Union recognize that the Library must operate according to New Jersey R.S. 40:54-1 to 35 and any other laws and regulations relating to the operation of Public Libraries. The Board and the Union also recognize the Library's responsibility as an "Area Library" to meet the New Jersey State Library's networking standards.

THIS AGREEMENT, made as of January 1, 1991, by and between the EAST ORANGE LIBRARY BOARD OF TRUSTEES, hereinafter referred to as the "Library" or the "Employer", and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union".

INTRODUCTORY STATEMENT

It is the intention of both the Library and the Union that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, *N.J.S.A. 34:13A-1 et seq.* (hereinafter Chapter 303) and be construed to harmonize with the Rules and Regulations of the New Jersey Civil Service Commission.

ARTICLE I

RECOGNITION

1. The Library hereby recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all professional and non-professional non-supervisory employees who work 18- $\frac{3}{4}$ hours or more per week employed by the East Orange Free Public Library, but excluding all casual, confidential, managerial, supervisory, police, craft, and all other employees.
2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Union in the above defined negotiating unit.

ARTICLE II

CHECK-OFF

1. The Library agrees to deduct semi-monthly Union membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Library and the Union and consistent with applicable law. The amount to be deducted shall be certified to the Library by the Treasurer of the Union, and the aggregate

deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 15th of the month after the month in which such deductions are made.

2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the Library and the Union, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

ARTICLE III

VISITATION

1. The duly authorized officers and/or business representatives of the Union shall be permitted on Library premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the Library's business. The Library, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the Library's premises the business representative must make his/her presence known to a representative designated by the Library. The business representative shall conduct himself/herself properly while on Library premises.

ARTICLE IV

STEWARDS

1. The Library recognizes the right of the Union to designate a reasonable number of Stewards and an alternate for each Department to represent the Union and the employees covered by this Agreement. The Union shall furnish the Library with the names of the Stewards and the alternates and will notify the Library of any changes.

2. The authority of the Stewards or alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for a Steward to perform any of such duties during his/her working time, the Steward shall be released from work by his/her supervisor as soon as convenient to the Library and only to the extent necessary to make the investigation and for conferring with the Library's representative;

(b) The transmission to the Library's representatives of messages and information which shall originate with and are authorized by the Local Union or its officers;

(c) Otherwise the Steward shall be required to perform his/her duties in the same manner and to the same extent as other employees.

3. Any settlement of a question by the Steward and the supervisor of an employee involved in a dispute shall be reviewable by the Library and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

1. GRIEVANCES:

A "grievance" is any complaint, difference, or dispute between the Library and any employee. The aggrieved employee shall present the grievance within fifteen (15) working days of its occurrence or the grievance shall be deemed waived. If the grievant wishes to pursue the grievance, it shall be submitted in writing, including a description of the remedial action being sought, and any information available in support of the grievance, to the next level within ten (10) working days. If any grievance has not been submitted to the next succeeding level within ten (10) working days, then the grievance shall be deemed to have been abandoned.

2. The Union may be consulted for advice or assistance by any Union member at any level, within the grievance procedure.

3. Grievances proceed along the following lines except class action grievances which shall be instituted at their appropriate step:

STEP ONE:

To the Head of the Department concerned, in writing. The Department Head shall render a written decision within ten (10) working days.

STEP TWO:

To the Director or Assistant Director in writing. The Director or Assistant Director shall render a written decision within fifteen (15) working days.

STEP THREE:

To the Board of Trustees, in writing, with a copy to the Library Director. The Board shall grant the employee a hearing either through a special committee or a meeting of the whole Board, or both, and shall act upon the grievance no later than their next meeting.

STEP FOUR:

(a) In the event that the grievance has not been satisfactorily resolved at Step Three, then arbitration may be brought only by the Union, through its designee within thirty (30) calendar days from the day the Union received the Step Three decision or from the date on which the Step Three decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Library. The written request shall specify the matter submitted to the Department Head as specified above and the Union's dissatisfaction with the decision previously rendered.

(b) Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.

(c) Arbitrators shall be selected on a case by case basis under the selection procedures of the Public Employment Relations Commission.

(d) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or Laws of the State. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe the appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the proceeding shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. The Library shall have the right to utilize the grievance procedure commencing at Step Four upon the same terms as the Union if, after discussing same, the matter remains unresolved.

ARTICLE VI

MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

1. It is recognized and agreed that the Library possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the provisions of this Agreement. These rights include but are not limited to: selection and direction of 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; 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 Library may take whatever actions may be necessary to carry out the mission of the facility or department in situations of emergency.

2. The Library agrees to make reasonable efforts to provide and maintain a healthful and safe working environment.

ARTICLE VII

SENIORITY

A. 1. Whenever practicable, seniority shall prevail in connection with vacation schedules, shift assignments, sectional assignments or holiday work.

2. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.

3. Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

4. To the extent practicable and subject to the provisions contained in the Civil Service Rules and Regulations, promotions to a higher grade shall be made from personnel serving in lower category who can demonstrate their qualifications for appointment. The employee's progress reports shall be reviewed and considered prior to the making of a promotional appointment.

5. Everything else being equal, seniority shall be taken as a consideration in granting promotion to jobs within the unit, and it is agreed that all temporary positions will be filled by the senior employee most qualified and able to do the work. The term "seniority" as used here is deemed to be continuous service as a regular employee, provided, that any interruption of such service by means

of military service or of illness for which leave of absence or sick leave was granted shall be continuous service. The transfer of any employee within the Library's employ shall not affect continuity of service for the purposes of this Paragraph.

6. Any newly employed employee within the bargaining unit shall be deemed a probationary employee following his/her regular appointment to a permanent position during his trial period of three (3) months. An employee may be disciplined or dismissed without recourse during the probationary period. Membership in the Union shall not be cause for such discipline or discharge.

7. In the event of a lay-off of employees, an employee shall be laid off by job classification according to his/her seniority in such job classification, if all other factors, including satisfactory work and ability (as determined by the Department Head) are equal. The Union shall be given notice of proposed lay-offs and opportunity to discuss the lay-offs with the Department Head concerned.

8. In the event of recall, the order of lay-off described above shall be reversed. The last employee laid off in his/her job classification shall be the first one recalled for such class. Notice of recall shall be by certified or registered mail to the employee's last known address. Failure to answer a recall to work within seven (7) calendar days of the date the employee is requested to report will be deemed as a resignation.

9. In connection with matters such as overtime, work assignments, shift assignments, sectional assignments or holiday work, the term "seniority" shall mean continuous service as a regular employee in the job title. Each Department shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Library shall furnish to the Union copies of any changes in the seniority list.

10. Overtime shall be assigned with each job title, division and department in order to preference as set forth in the seniority list prepared by the Department in question and subject to the reasonable requirements of the Department and to the ability of the employee to do the job to be assigned. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he/she will be deemed to have waived his/her preference and will not be entitled to any other overtime assignment until his/her turn is again reached. Any employee passed over for an overtime assignment for any other reason, including lack of ability to perform the job in question, will retain his/her preference on the seniority list for the balance of the term. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an overtime assignment in the event of emergency or similar need. Further, in non-emergency situations, should the list have been exhausted without sufficient acceptance for the overtime assignment, the Library may direct overtime work in its discretion.

ARTICLE VIII

NON-DISCRIMINATION

1. The Library and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex or Union membership.

ARTICLE IX

JOB POSTING

1. A permanent job opening or vacancy in title covered in the bargaining unit shall be posted on the bulletin boards for a period of ten (10) calendar days.

2. The Library will notify the Union of any new title authorized for use by the Library within a reasonable time, generally thirty (30) days before implementation of any such authorized new title.

ARTICLE X

SALARY INCREASE

1. (a) Effective January 1, 1991, base salaries of unit members shall be increased by five and three-quarters percent (5 3/4%).

(b) Effective January 1, 1992, base salaries of unit members shall be increased by an additional six (6%).

(c) Effective January 1, 1993, base salaries of unit members shall be increased by five and three-quarters percent (5 3/4%).

(d) All employees who work over 18-³/₄ hours but less than full-time shall receive a proportionate increase.

2. (a) As of January 1, 1991, January 1, 1992 and January 1, 1993, all full-time employees will be entitled to receive their normal increment earned during and for the years 1990, 1991 and 1992 respectively, subject to the usual conditions accompanying said increments and the earning thereof.

(b) The Union acknowledges that the amount of such increment represents an additional cost to the Library for salary increases.

3. The Library reserves the right to determine salary ranges in accordance with the above.
4. Salary Schedule and Increments.

The latest salary schedule approved by the Board of Trustees is on file with each Department Head and may be consulted for minimum and maximum salary, and the merit increments which may be granted within each job classification range. Hourly employees are paid only for the hours worked, and their increments are considered on the recommendation of the Department Head. Increments are not automatic in any range, but require good job performance. Job performance is determined by written performance evaluations.

An increment, when awarded, is for the previous year's service. Staff who work only a part of the previous year will receive the increment based on time worked in the previous year.

ARTICLE XI

WORK OF A HIGHER TITLE

1. Any employee temporarily assigned or transferred to a job in a higher title for a period of seven and one-half (7-1/2) consecutive hours or more shall be paid at the rate of pay for the higher title for all work done in such title beyond the initial period of seven and one-half (7-1/2) consecutive hours; provided, however, that the foregoing shall not apply to any employee who is temporarily assigned work of a higher title for the purposes of training such employee in the particular job and provided further, that the foregoing training or break-in period shall not exceed a period of three (3) months. It is expressly understood that any employee temporarily transferred to a job paying a lower rate shall, nevertheless, receive his/her usual rate of pay.

ARTICLE XII

UNIFORMS

1. The Library will issue four (4) sets of uniforms to maintenance employees during the first year of employment and three (3) sets for each subsequent year of employment.
2. The Library will have available foul weather gear in the Library for use by maintenance employees.
3. The Library will have available rain gear in the Library for use by clerk/drivers.

4. Commencing in 1985 and every other year thereafter, maintenance employees shall be issued safety shoes.

5. The Library shall issue winter work jackets to maintenance employees on an as needed basis for use while on duty for the Library. At no time shall these employees take this winter work jacket home. These jackets are to be considered the property of the Library and the Library shall be responsible for their maintenance.

6. It is understood that employees issued the aforementioned items have a duty to utilize them.

ARTICLE XIII

VACATIONS

1. A vacation is primarily for change and relaxation. Every attempt will be made to grant vacations when they are requested; however, it must be understood that the Library schedule has first priority.

2. (a) For vacation purposes the work-year is counted from September 1st through August 31st. Vacations may be taken at any time during the year, and in as many parts as are desirable, with the approval of the Department Head and the Assistant Director. All staff with a year or more of service prior to September 1st are allowed twenty-four (24) working days of vacation with pay.

(b) Staff employed with less than one (1) year of service shall receive twelve (12) vacation days or the pro-rata share thereof. Upon completion of one year of service, staff shall receive eighteen (18) working days of vacation with pay. Upon completion of two years of service, staff members shall receive twenty-four (24) working days of vacation with pay.

3. All persons with twenty-five (25) or more years of service are allowed twenty-six (26) working days of vacation. Holidays in a vacation period are not counted as working days; they are in addition to the vacation period.

4. Vacation days must be taken for a minimum of two (2) consecutive work days. Up to four (4) days of an employee's vacation day entitlement may be designated as "floating" with a one-week notice requirement. Vacation requests should be sent to the Assistant Director, in triplicate, as follows:

- (a) vacation requests June through September by April 15;
- (b) vacation requests, October through January by September 15;
- (c) all other times - one (1) week in advance.

5. Vacation requests once approved shall not be altered by requests made by more senior employees.
6. Employees shall receive payment for earned vacation leave upon separation from employment, with payment to the employee's estate in the event of his or her death.
7. New employees earn vacation days at the rate of one (1) day each full month worked from the first day of employment, but they must work six (6) full months before becoming eligible.
8. All part-time salaried staff receive vacation benefits on a pro-rated basis.
9. Hourly personnel do not receive paid vacations.
10. Any employee leaving with less than six (6) months service will be granted vacation at the rate of one (1) day for every full month of employment beyond the first three (3) months.
11. During a leave of absence without pay, vacation days do not accrue.
12. Vacation days shall not be used for sick leave unless all sick leave has been exhausted.

ARTICLE XIV

HOLIDAYS

1. The Library recognizes the following holidays each year:

New Year's Day	Memorial Day
Martin Luther	Independence Day
King's Birthday	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas (Two Days)
Lincoln's Birthday	Columbus Day
Veteran's Day	Election Day

The day after Thanksgiving will be a regular work day. When a holiday falls on Sunday the holiday is recognized on the Monday following. All salaried staff will be paid for these holidays; part-time staff will be pro-rated. Hourly staff will not be paid.

Holidays falling within a vacation period are not counted as part of the vacation allowance; they are in addition to the vacation period.

2. During Holidays, the Library may utilize hourly employees to staff up to one-half the time necessary for operations. Employees will be given the option to work one-half day assignments. Should an employee work a full day, lunch will be limited to one-half hour and employees shall be compensated accordingly.

3. (a) The week of July 4th will be a four (4) day work week.
- (b) The Library will close on the Saturday before Labor Day.

4. HOLIDAY TIME:

Holiday Time is earned as worked on the holiday. Part-time staff earn Holiday Time as worked, only in the amount their actual week's work hours exceeds their normal week's work hours. Employees working on a holiday shall be compensated, at the employees' option, either at the rate of time and one-half in compensatory time off, compensatory time off in addition to half pay or time and one-half in pay.

Holiday Time off must be requested at least 24 hours in advance from the Supervisor and is granted at the convenience of the schedule. No more than fifteen (15) hours may be carried past June 30th. Holiday Time must be taken in one-half hour increments. Holiday Time may be added to vacation, provided no single period exceeds twenty-four (24) working days.

ARTICLE XV

SICK LEAVE

1. (a) All full-time staff receive fifteen (15) days of Sick Leave per year, or one and one-quarter (1-1/4) working days' Sick Leave with pay for each full month of service. The unused portion of such Sick Leave is cumulative. New staff, although they earn Sick Leave at the rate of 1-1/4 working days for each full month of employment, are not eligible to use any until they have worked three (3) full months. For part-time salaried staff, Sick Leave is proportionate but used in the same way.

(b) Sick Leave, must be in one-half hour increments.

2. Sick Leave may be granted for medical or dental appointments.

3. Sick Leave may be granted for the illness of a member of the employee's immediate family where his/her attendance is needed to assure care for the member of the immediate family.

4. The term "immediate family" shall mean husband, wife, brother, sister, parent, child or other near relative, which relative resides with the employee. If an ill person not falling into the foregoing relationships nevertheless lives with and is part of the household of the employee and that by reason

of the absence of any other suitable person, the employee's presence is essential to the care of such person, then such person may be deemed to be a member of the immediate family.

5. Illness must be reported daily before 9:30 A.M. to the appropriate Department, or to the Administrative Secretary or his or her assistant in the Administration Office. It is Not acceptable to report illness to the maintenance staff on duty, or anyone other than the above.

6. A staff member absent on Sick Leave for more than five (5) consecutive working days shall be required to submit a doctor's statement. If a staff member prefers not to obtain a certificate, he or she has the alternative of taking the 5th day and succeeding days as "Holiday Time" or personal days, thereby making it unnecessary to comply with the regulation.

7. A staff member absent on Sick Leave for periods totalling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional Sick Leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one doctor's certificate shall be necessary for a period of six (6) months.

8. Proof of illness may be required for an employee on Sick Leave whenever such requirement appears reasonable. Abuse of Sick Leave shall be cause for disciplinary action.

9. For death in the non-immediate family, part or all of one day of Sick Leave may be used on the day of the funeral. For death in the immediate family see below.

10. When all accumulated Sick Leave has been used, additional Sick Leave should be taken as follows:

- (a) From accumulated Holiday Time.
- (b) From Personal Days.
- (c) From Vacation.
- (d) When all of the above have been used, consult with the Assistant Director for possible placement on Leave of Absence without pay.

11. Supplemental Compensation Upon Retirement:

(a) Each employee shall be entitled, upon retirement, for service and age including early and Special Veteran's retirement, or disability, from a state administered retirement system to receive a lump sum payment for earned and unused accumulated Sick Leave which is credited to him or her on the effective date of his or her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. Only employees who have accumulated Sick Leave days of one hundred (100) or more shall be entitled as of right to receive the lump sum payment provided for in this Agreement.

(b) Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate pay for each day of earned and unused accumulated Sick Leave

based upon the employee's average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.00.

(c) The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired employee.

(d) An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his or her accumulated sick leave computed only from the date of return to employment.

(e) Notice of intention to claim the benefits provided herein must be made in writing to the Library on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit provided for. The Library, however may defer payment of all or part of the benefit to the year following the retirement.

ARTICLE XVI

CALL-IN PAY

1. An employee called in to work outside his/her regularly scheduled hours shall be guaranteed four (4) hours pay at his/her regular straight time pay rate. If the call-in exceeds four (4) hours, the rate of pay will be increased to time and one-half and double time if call-in exceeds eight (8) hours or more.

2. The call-in provisions shall not apply when an employee is notified during his/her working hours to report to work outside his/her regularly scheduled hours or when an employee is scheduled in advance to work at an assignment outside of his/her normal tour of duty, or where an employee is called to report early for his regular shift.

ARTICLE XVII

TEMPORARY LEAVES WITH PAY

1. Personal Days:

Four (4) Personal Days, not cumulative, are granted annually to staff. Staff leaving or joining during the year will be pro-rated at one (1) Personal Day for each three (3) months worked.

Personal Days must be taken in half-day increments. Requests are to be sent to the Department Head at least 72 hours in advance, except for emergencies. They will be approved subject to schedule needs. Reasons for Personal Days need not be given.

Personal Days may be added to "Holiday Time", Vacation (provided no single period exceeds 24 working days), or Sick Leave. However, all Personal Days must be used within the calendar year.

New employees will be eligible for Personal Days after three (3) full months of employment.

Employees may utilize a particular year's allocation of personal days through January 31 of the succeeding year.

2. Death in the Immediate Family:

Leave with pay not to exceed five (5) days shall be permitted where absence is due to and necessitated by death of the employee's husband or wife, parent or child.

Leave with pay not to exceed three (3) days shall be permitted where absence is due to and necessitated by death of other members of the employee's immediate family: mother-in-law, father-in-law, grandparent, sister, brother, grandchild and relative or friend residing in employee's household.

Leave with pay not to exceed one (1) day shall be permitted where absence is due to and necessitated by death of the employee's brother-in-law or sister-in-law.

These bereavement days are solely intended to allow the employee a reasonable time to assist in and attend the funeral and to provide a reasonable period of mourning. It is understood and agreed that the bereavement days provided herein shall, to the extent practicable, apply to those workdays contiguous to the death or funeral of the family member.

Should the need to utilize any of the foregoing leave occur while the employee is already on vacation pursuant to Article XIII - Vacations, the employee shall so notify the Library of such an occurrence and upon such notification, the employee will be permitted to suspend the vacation and utilize the applicable bereavement leave provided herein above. In no event, shall the employee return to duty on a date beyond that originally scheduled and approved in the vacation request without the

consent and approval of the Library. The utilization of bereavement leave shall not act as an extension of the vacation approved but interrupted by the bereavement leave.

3. Leaves of Absence:

Leaves of Absence Without Pay, up to three (3) months at a time (total time not to exceed one (1) year), may be granted to permanent personnel for specific reasons, such as maternity. Leaves of Absence Without Pay for temporary or provisional employees shall be restricted to exceptional situations and shall not exceed sixty (60) days. All requests for such leave should be submitted in writing to the Director and approved by the Library Board of Trustees. With a Leave of Absence Without Pay, certain benefits are lost during that period. Consult with the Assistant Director.

4. Professional Meetings:

Attendance at Professional Meetings is encouraged when schedules can be covered. Transportation, food and registration allowances to New Jersey Library Association and American Library Association (for members only) and other professional meetings are subject to administrative approval.

5. Jury Duty:

All employees called to Jury Duty must notify the Assistant Director immediately. They shall be paid full library salary while on Jury Duty, but will return to the Administration Office the check received for their Jury Service, except travel expenses.

6. Military Leave:

A permanent employee, or a full-time temporary or provisional employee employed for more than one (1) year, who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period. Such leave shall be in addition to regular vacation leave.

A full-time temporary or provisional employee for less than one (1) year who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence without pay.

ARTICLE XVIII

OVER-TIME

1. Over-time compensation at time and one-half shall be provided to employees who are assigned to work in excess of seven and one-half (7-1/2) hours in one (1) work day or thirty-seven and one-half (37-1/2) hours in one (1) work week.
2. Assignment of overtime shall be by seniority in each department.

ARTICLE XIX

HEALTH AND DENTAL INSURANCE

1. Health Benefits:

Blue Cross, Rider "J", Blue Shield, and Major Medical Insurance are provided by the City for all salaried (non-hourly) Library employees, their husbands or wives, and their dependents through age 22, at no cost to the employee. Major Medical benefits cover 80% of eligible medical expenses after the first \$100.00. An alternative Health Maint. Org. Plan is available.

2. Dental Insurance is provided by the Library through the City of East Orange for all salaried (non-hourly) Library employees at no cost to the employee. Dental Insurance forms may be requested from the Administration Office in advance of the first of each series of dental appointments. A schedule of dental allowances is available from the Administration Office.

3. Effective January 1, 1986, the City instituted a full family dental care insurance program at least equivalent to the benefits provided by the Unity Dental Family Plan currently then in effect in the City. The City will provide this program to said Library employees and pay the cost of the premiums for the full family program.

4. These health benefits begin automatically after the employee has worked in the Library three (3) full months. The Administration Office should be immediately advised of any changes in marital or family status.

5. Effective January 1, 1986, the City instituted a disability insurance program for City employees at least equivalent to the State program. This program was extended to Library employees on the same basis as other insurance programs and the City will pay the cost of the premiums.

6. If available from the insurance carrier(s), all employees shall be given booklets for all health benefits plans.

ARTICLE XX

STRIKES AND LOCK-OUT

1. It is agreed that the Union and the employees, or either of them, shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the Union or any of its employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with the Library's operations, and the Library shall not institute a lock-out.

ARTICLE XXI

HOURS OF WORK

1. Full-time staff work a 7-1/2 hour day, and a 37-1/2 hour week. Staff members may be called upon to work evenings and Saturdays, with time off during the week of the Saturday worked.
2. Sunday pay rates shall be at time and one-half.
3. Change of schedules must be cleared with the Department Head or immediate supervisor.
4. Personnel scheduled to work in the evening from 1:00 until 9:00 P.M., or on Saturday from 9:00 A.M. to 5:00 P.M. (7 hours) receive credit for a full 7-1/2 hour day. If ill on that day, they are debited for a full day. In emergencies, split schedules to cover a night schedule will be credited at the full-day rate.

ARTICLE XXII

PERSONNEL FILES

1. Staff members may see the materials in their own personnel files in the presence of the Director or Assistant Director. Photocopies of any items in the file will be provided to the individual, upon request. The photocopies become the sole responsibility of the staff member. Supervisors may examine ratings and accompanying material of their staff.
2. The Library will not release any personnel information from its files without the written permission of the staff member. Permission forms detailing the information to be released are available in the Administration Office, and should be filled out by each staff member.

3. All personnel shall notify the Director's Office within ten (10) days of any change in name, address, telephone number, next of kin, etc.

ARTICLE XXIII

RESIGNATION AND CHANGE IN POSITION/ASSIGNMENT

1. Personnel may resign in good standing by giving the Director at least two (2) weeks' written notice prior to the last anticipated working day. A longer notice will be most appreciated. Such written notice shall apply to requests for changes in positions/ assignments.

ARTICLE XXIV

UNION RIGHTS

1. The Union shall be entitled to an aggregate of ten (10) paid and ten (10) unpaid leave days per year to enable designated Library Personnel to attend to Union business. Said leave days shall be limited to no more than three (3) Library personnel per day with no more than one (1) person per Department being released. Such time off may be scheduled at a minimum of one-half (1/2) day at a time. Requests for use of such leave shall be made at least one week in advance and shall be subject to the scheduling and operational needs of the Library.

2. Bulletin Boards:

Bulletin Boards in each Library inform the staff of news, changes in staff, and policies. The Main Library official Bulletin Board is on the third floor opposite the staff lockers. Only the Administrative Office Staff may post items on the official Bulletin Board. It is the responsibility of each staff member to read the Boards regularly. The Union shall have reasonable use of Bulletin Board space.

3. Library facilities may be used for Union meetings provided they are otherwise available and prior reasonable (24 hours) notice is given to the Director or Assistant Director. No such meetings shall be scheduled during the Library's operating times unless mutually agreed to.

4. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees, and assessments. Membership in the Union is available to all employees on an equal basis and the Union has established

and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deductions for such representation's fees shall be made pursuant to the procedure applicable in the Library to salary deductions.

The Union agrees to indemnify and save the Library harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Library as the result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that:

(a) The Library gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Union so requests in writing the Library will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in the defense of the claim.

5. An employee may have Union representation if there exists reasonable grounds to fear that discipline will occur directly as the result of the interview with the Library representative. The non-availability of Union representative shall not serve as a reason to unduly delay the meeting. This representation shall not apply to informal and general discussions of Department operations and individual performance. When disciplinary action is contemplated, the Library agrees to give the Union a copy of the preliminary charge prior to the interview with the employee. Should disciplinary action be taken, the Library will promptly notify the Union that the employee has received a copy of the final disciplinary notice.

ARTICLE XXV

LONGEVITY

1. A longevity schedule for employees who have completed the years of service indicated shall be as follows:

5 years of completed service	2% of base salary
10 years of completed service	4% of base salary
15 years of completed service	6% of base salary
20 years of completed service	8% of base salary
25 years of completed service	12% of base salary

2. The longevity payments herein are to be considered part of remuneration for pension purposes, but not for other purposes, e.g., overtime or holiday pay.

3. Provisions with respect to qualification for longevity are included in the Agreement by the attached Schedule "A".

ARTICLE XXVI

MILEAGE ALLOWANCE

1. The mileage allowance for use of automobile will be increased to the I.R.S. approved rate as of January 1st of each year. In lieu of this mileage allowance, the Library will reimburse employees for actual bus fare expended on trips to the branches.

2. Employees will be reimbursed for the actual amount of any tolls they may need to pay when on Library business.

ARTICLE XXVII

TERM OF AGREEMENT

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2. The term of this Agreement shall be from January 1, 1991, through December 31, 1993. Negotiations as to a Successor Agreement shall commence no later than October 1, 1993.

3. This Agreement shall remain in full force and effect on a day to day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered or certified mail, R.R.R., in which event the Agreement shall terminate five (5) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Agreement as of the day and year first above written.

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

EAST ORANGE LIBRARY BOARD
OF TRUSTEES

BY _____

ATTEST:

SCHEDULE "A" - LONGEVITY PAY

1. Every employee who works regularly twenty (20) or more hours after serving more than five (5) years shall be paid longevity payments at a percentage of their base salary according to the schedule contained in the herein Agreement

2. Longevity payments shall be determined on the basis of the hereinabove schedule each year as of January 1 and July 1 and computed on the amount of base salary paid to each employee for said year as fixed and determined in accordance with the annual salary resolution. Longevity payments to each employee paid on an hourly basis shall be computed each pay period and computed on the hourly rate during said year as fixed by the annual salary regulations.

3. Service as used herein is determined to be continuous as a regular employee, provided that any of the following shall not affect the continuity of service for the purpose of this schedule.

- A) Military service
- B) Illness for which leave of absence or sick leave was granted with pay
- C) Temporary, involuntary separation from employment with the City within a one-year period.

4. Leave of Absence Without Pay:

Any leave of absence without pay initiated at the request of the employee shall not be computed as a part of said five (5) years' continuous service. However, the periods of employment immediately preceding and immediately subsequent to such leave or leaves of absence shall be considered to be continuous service.

5. Resignation and Subsequent Re-employment:

In the event of resignation of an employee and subsequent re-employment of said employee by the City, all periods of employment prior to the re-employment of said employee shall, after five (5) years of continuous service after such re-employment, be added to the continuous service of such employee in computing the longevity pay to which such employee shall be entitled.