## **AGREEMENT**

## BETWEEN

# THE FREE PUBLIC LIBRARY OF ELIZABETH, NEW JERSEY

## **AND**

THE COMMUNICATIONS WORKERS OF AMERICA (AFL-CIO)

**JULY 1, 2020 TO JUNE 30, 2023** 

(Non Supervisory Contract)

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#### **Preamble**

The Free Public Library of the City of Elizabeth, New Jersey ("Library") is a tax supported institution dedicated to the provision of public service. The Library exists for the benefit of the citizens of Elizabeth to meet their Library needs. Each Library staff member represents the Library to the patrons who call or visit the Library. The staff member IS the Library to those who use it. Therefore, it is imperative that the goal of each employee be to provide the highest quality Library service possible to each and every patron who calls or visits the Library. The Library and the Union agree that the work environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

## **Article 1: Recognition of Rights**

- A. Recognition of Union and Unit.
  - 1. The Free Public Library of the City of Elizabeth, New Jersey ("Library") hereby recognizes the Union, Communications Workers of America (CWA), as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all its employees in the Non-Supervisory Library Employees Unit, as defined in section two below. The Library will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in this unit.
  - Included in the unit are all full-time and part-time
    professional and nonprofessional non-supervisory
    employees, including but not limited to employees in
    these titles: Library Clerk/Driver, Building
    Maintenance Worker, Clerk/Typist, Computer Service
    Technician, Librarian, Monitor, Senior Librarian,

Library Assistant, Library Assistant (Bilingual),
Parking Lot Attendant, Page, Principal Librarian,
Principal Library Assistant and Senior Library Assistant,

- b. Whenever new classifications of employees are created, the Library shall assign to such classification a unit designation, if appropriate. The Library shall notify the Union in writing of such designation to or elimination of a title from the negotiation unit thirty (30) days prior to the effective date of the amendment. If requested in writing, the Library will discuss the designation with the Union. If the parties cannot reach an agreement on the designation, the dispute may only be referred to the Public Employment Relations Commission (PERC) for resolution consistent with its rules and regulations.
- c. The CWA and the Shop Stewards will be notified within ten (10) working days when new employees, whose positions fall within the bargaining unit, are hired.

3. Excluded from the Non-Supervisory Library Employees Unit are all Managerial Executives, Supervisors within the meaning of the New Jersey Employer-Employee Relations Act, Confidential Employees, Employees serving as Department Heads, Police Officers, Fire Employees, Craft Employees, classifications designated under other recognized and appropriate bargaining units, and volunteer workers.

## B. Union Activities

- The Union will advise the Library in writing of the names of its representatives and the terms for which they are to serve in a representative capacity. The Union will designate one (1) Shop Steward and one (1) Alternate.
- 2. When an authorized representative is granted approval from his supervisor and is excused from his/her assigned duties, in order to investigate a grievance or represent a grievant, he/she shall:

- a. notify the supervisor of the general nature of the absence, and receive the supervisor's approval prior to the absence.
- b. notify his/her supervisor or designated representative upon return to the job.
- No loss of pay shall be incurred as a result of pursuing a grievance or disciplinary appeal; however, no more than one
   (1) hour of paid time per grievance or disciplinary action will be utilized.
- 4. The Union will be permitted to hold meetings no more than once a month, to be attended by members on non-work time, in the Library Auditorium or other available room as assigned by the Library Director if reasonable notice is given. Union Stewards and members shall also have the right to distribute written materials and discuss Union matters with employees on non-work time. At the conclusion of the meeting, the Union will

clean and restore the meeting room to its pre-meeting condition.

5. The Union representative shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose 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 Library Director or his/her designee 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 working of the Library during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

#### 6. Bulletin Board

A Union bulletin board will be available at branches and the main library.

The Union shall have use of the bulletin board in the hallway immediately outside the staff room on the right wall adjacent to the men's room. This bulletin board will be solely for the purpose of exhibiting official business of the Union.

## C. Management Rights

1. Except as they may be abridged by this Agreement, and shall not be inconsistent with the terms and conditions of this Agreement, the Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the constitutions, laws, regulations, and ordinances of the United States, the State of New Jersey, the County of Union, and the City of Elizabeth.

Included, but without limiting the generality of the foregoing are the following rights:

- a. All management functions and responsibilities which the Library has not expressly modified or restricted by a specific provision of this agreement.
- b. To manage and administer the Library and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees.
- c. The right to establish and administer policies and procedures related to personnel matters, Library activities, training, operational functions, performance of services and maintenance of facilities and equipment of the Library.
- d. To reprimand, suspend, demote, discharge, or otherwise discipline employees.

- e. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, layoff and recall employees to work and to determine their qualifications and conditions for continued employment or assignment in accordance with New Jersey Civil Service Commission rules and regulations, and this Agreement.
- f. To determine the number of employees and the duties to be performed.
- g. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or service.
- h. To determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, materials and other property of the Library.
- i. To determine the number, location, and operation of departments, and all other work units of the Library, the

assignment of work, the qualifications required, the performance standards and the size and composition of the work force.

- j. To contract for any existing or future services as determined necessary by the Library.
- k. To make or change Library rules, regulations, policies, and practices consistent with the express terms and provisions of this Agreement.
- I. To determine the total amount of overtime to be worked.
- m. And otherwise to generally manage the affairs of the Library, attain and maintain full operating efficiency and productivity and to direct the work force.
- 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the adoption of policies, rules, regulations, and practices in furtherance thereof and the

use of judgment and discretion in connection herewith shall be limited only by law and by the specific and express terms hereof are in conformance with the Constitution, Laws, Regulations, and ordinances of the United States, the State of New Jersey, the County of Union, and the City of Elizabeth.

- 3. The parties recognize that the exercise of managerial rights is the responsibility of the Library. Therefore, no grievance may be filed under this agreement which in any way interferes with, undermines, or restricts the exercise of any managerial right by the Library or any of its authorized managerial executives or supervisory personnel.
- 4. All terms and conditions of employment not specifically set forth herein are reserved hereby to the Library as its management rights and prerogatives.

#### D. No-Strike Clause

1. It is recognized that the need for continued and uninterrupted operation of the Library is of paramount importance to the

citizens of the City of Elizabeth and that there should be no interference with such operation.

- 2. The Union further agrees that during the term of this Agreement, neither the Union or any members of the Union, or any members of the bargaining unit, nor any person acting in its behalf will engage in, encourage, sanction, or support (either directly or indirectly), nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful, performance of the employee's duties of and proper employment), work stoppage, sit-in, boycott, sick-out, lockouts, mass absenteeism, slow down, walkout or other job action against the Library. The Union agrees that any such action will constitute a material breach of this agreement on the part of the Union, its members and members of the bargaining unit.
- 3. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or

other activity aforementioned including but not limited to, publicly disavowing such action and directing all such members to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Union agrees it will undertake any necessary actions at its own expense to terminate any of the above activities on the part of its members of the bargaining unit.

## **Article 2: Equal Opportunity**

## Equal Opportunity and Nondiscrimination

The Union and the Library commit ourselves to provide equal opportunity through the many activities, programs and services we provide to the community. The Union and the Library agree to comply with all state and federal discrimination laws. There will be no discrimination against any employee due to Union membership or

lack thereof, or participation in or lack of participation in legal Union activities.

#### Article 3: Dues Checkoff

#### A. New Hires

The Union shall have the right to meet with newly hired employees that fall within the definition of the bargaining unit without charge to the pay or leave time of the employees, for up to thirty (30) minutes, within thirty (30) calendar days from the date of hire. Said meeting shall be during individual meetings or group meetings. The Union shall be able to schedule an individual or group meeting with a newly hired staff member(s) who fall within the definition of the bargaining unit on work time to meet with a representative designated by the Union for up to thirty (30) minutes, so long as the Union provides at least one (1) week advance notice to the Director. If a Shop Steward(s) attends a meeting with a newly hired staff member(s) that falls within the definition of the bargaining unit, the Steward's time will be counted as paid time off.

Within ten (10) calendar days from the date of hire of any employee who falls within the definition of the bargaining unit, the Employer shall provide

the following contact information to the Union in an Excel file format or other format mutually agreed upon between the Employer and the Union: name; job title; worksite location; work telephone number; date of hire; and work email address. When requested, not to exceed two (2) times per calendar year, the Employer shall provide the Union, in an Excel file or similar format mutually agreed upon between the Employer and the Union, the following information for all negotiations unit employees: name; job title; union membership status; full-time or part-time status; worksite location; work telephone number; date of hire; and work email address.

#### **B.** Dues Checkoff

1. Upon receipt of a properly written authorization from an employee, the Employer will deduct Union dues in an amount certified by the Union within thirty (30) days of receipt by the Employer. The Employer shall remit the dues electronically to CWADues@cwa-union.org. Said remittance shall be made by the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deductions are made along with a list of the names, hours of work, titles, worksite addresses, and salaries of those from whom such deductions were made. A copy of the list shall also be sent electronically to info@cwa1031.org

2. All deductions under this Article shall be subject to revocation by the employees who executed such authorizations. A written revocation must be given by the employees to the Employer within ten (10) business days following the employee's anniversary date of hire. The Employer shall notify the Union of such revocation within five (5) business days thereafter and deductions must stop as of the thirtieth (30<sup>th</sup>) day following the employee's anniversary date.

#### C. Hold Harmless

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article of the Agreement and for any attorney's fees and costs incurred by the Employer in connection with any such claims, suits, orders or judgments, provided the Employer has given the Union notice of such claim, suit, order or judgment.

#### **Article 4: Hours of Work**

## A. Full-Time Employees

1. The work week for all full-time employees at the Library, except for maintenance and security personnel, is thirty-five (35) hours per week as scheduled. Employees, excluding maintenance and security, work seven (7) hours per day. Full-time maintenance and security personnel work eight (8) hours per day. The work week is from Monday through Saturday, and all employees, with the exception of the IT and maintenance supervisors, work every other Saturday. In the event of staffing or other emergencies, employees may be required to work additional Saturdays.

The Library is now open on Sundays. On Sundays, employees shall be compensated at time and one-half in either comp time or pay, according to the employee's choice. Employees will be assigned Sunday work on a voluntary basis, beginning with the most senior. If there are insufficient volunteers, then employees shall be assigned to

work in reverse order of seniority. All bargaining unit members will be made aware of all Sunday work opportunities, both when the schedules are originally made up and when changes are made and people are needed to fill in. If there are several volunteers for the same slot, preference will be given to someone who has not had any Sundays in the month over someone who has already worked at least one. If there are no qualified volunteers to fill an open slot, management may offer the opportunity to qualified workers outside of the bargaining unit. If a staff member becomes unable to work within 48 hours of an assigned Sunday, management will send an email to all bargaining unit members notifying them of that shift's availability. The Sunday will then be awarded to whomever responds to the email first. If no one responds in a timely manner, management is free to assign the shift without restrictions. If an employee calls out sick on a Saturday, the employee is not eligible to work the adjacent Sunday.

There are day and evening work shifts. Employees

working in public service areas normally work two evening shifts per week. In the event of staffing or other emergencies, employees may be required to work additional evening shifts. The normal daytime work shift is from 8:45 AM to 5:00 PM with a one hour and fifteen minute lunch period scheduled in the middle of the day. Employees receiving a one-hour lunch period on Saturday are given a one and one-half hour lunch period on one day during the current week. The normal evening shift is from 1:00 PM to 9:00 PM with a one (1) hour lunch period usually scheduled from 4:00 PM to 5:00 PM. All lunch periods are scheduled by the employee's supervisor to ensure adequate coverage in the department.

Time spent at lunch periods, whether during a day shift or an evening shift, is not counted toward the employee's thirty-five (35) hours per week work schedule.

2. The work week for full-time maintenance and security personnel is forty (40) hours per week as scheduled. The

work day for maintenance personnel is eight hours per day with a lunch period as scheduled by the supervisor. Time spent on lunch periods does not count toward the maintenance employees forty (40) hours per week work.

- B. Time Worked Beyond the Normal Work Shift
  - 1. The assignment of overtime occurs only in exceptional circumstances. Requests for overtime generally must be made in writing to and approved by the Library Director, or in his/her absence, the person in charge of the Library. Overtime hours shall be offered on a rotational basis among employees with the same job function. The Library reserves the right to assign specific tasks to employees having the necessary specific skill, experience, knowledge or training necessary to perform the work.
  - 2. a. In the event of need, a full-time staff member may be required by his/her supervisor to work additional hours beyond their normal work shift. Employees normally

working thirty-five (35) hours per week, will earn one hour of comp time for each hour worked between thirty-five and forty (40) hours per week. Employees working any hours above forty (40) in a week will be compensated at a rate of one and a half (1.5) times their normal rate of pay. The employee shall have the right to choose whether they receive cash compensation or compensation in time for overtime worked.

b. In calculating overtime hours worked after forty (40), only hours actually worked are counted toward the forty (40) hours. Holidays, vacation days, sick days, and time not worked due to the Library being closed for weather or other emergencies are not counted toward the forty (40) hours. Employees taking holiday, vacation days, sick days, or days on which the Library is closed for weather or other emergencies will not be required to work overtime to make up for work not performed on the days taken off.

## 3. Comp Time

Requests to use comp time will be submitted to and approved by an employee's supervisor.

Because the Library operates on a reduced staff on Saturdays, compensatory time may not be taken on Saturdays. After reporting for duty, if it is clear to the person in charge that sufficient staff coverage for the day is in place, he or she may then approve the use of comp time on a Saturday.

Comp time earned by an employee must be used by the employee within eight (8) pay periods following the pay period in which it is earned.

If an employee accumulates a total of more than sixty (60) hours of such comp time, the Library will pay the employee for those hours at the employees current rate of base pay, one hour of base pay for each hour of comp time earned over sixty (60) hours.

Employees whose comp time balances are in excess of fifty (50) on the day that this contract is signed will have ninety (90) days in which to schedule and take comp time sufficient to bring their comp balances below fifty (50). Until such time as their comp balances are brought below fifty (50) hours, comp hours above sixty (60) will not be paid in cash to these employees only.

Employees who request or volunteer to attend Library-related classes, conferences, seminars, or other events on days and times when they are not scheduled to work, do so on their own time and will not receive overtime compensation for attendance, unless directed to attend by the employer.

A record of bargaining unit members' earned overtime and comp time hours, organized by Department/Branch, will be maintained by the Library and made available upon request to Union representatives.

## C. Emergencies

Employees holding the titles of maintenance workers, Clerks, or Computer Service Technicians may be called in during off duty hours outside of their regular work hours in the event of an emergency. In cases where they are able to resolve the problem without coming to work, they will be compensated with plus time at straight time for time actually spent in the performance of their duties. The employee will provide written documentation of the claim. Employees who are required to work during unscheduled times without reasonable notice will be paid time and one-half overtime for a minimum of three hours or time and one-half for the time actually used for such emergency duty whichever is greater.

#### D. Break Periods

Employees working a full day or evening shift are allowed two
 fifteen (15) minute break periods; one during the first half of the shift and the other in the second half of the shift.
 Employees may not begin a shift or end a shift with a break.

Breaks may not be used to extend lunch periods. Breaks are scheduled by the employee's supervisor to ensure adequate coverage in the department. While on break, employees are not to visit with other staff members either in their own or other departments who are still on duty. Staff members are required to remain on library property during break periods.

2. Part-time employees working a four (4) hour shift will be given one (1) fifteen (15) minute break period. Part-time employees working a full day or evening shift are required to take a lunch period as scheduled by their supervisor which is not included toward their hours worked for the day. The schedules of parttime employees vary according to the needs of the various departments. A part-time employee scheduled for a five (5) hour shift will receive one 15 minute break. A part-time employee scheduled for a six (6) hour shift will receive one fifteen (15) minute break, and have the option of taking an unpaid 30 minute lunch or dinner break, within the six hour shift, for a total of 5.5 hours OR working without a meal break to work a total of 6 hours. The employee must notify the

departmental supervisor of the employee's intent at the start of the shift.

# Article 5: Holidays, Vacation, Sick Leave, Family & Medical Leave, and Other Leave Time

## A. Holidays

 Only full-time employees of the Library shall have the following days as paid holidays:

New Year's Day

Martin Luther King's Birthday

Presidents' Day

Good Friday

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veteran's Day

General Election Day

Thanksgiving Day

The Friday after Thanksgiving

Christmas Eve

Christmas Day

The Library will close at 4 p.m. on the day before Thanksgiving and on New Year's Eve. All full-time staff will work the day shift.

The Library will close on the Saturdays of the Easter, Memorial Day and Labor Day weekends.

Temporary and part-time employees do not receive the above referenced paid holidays or holiday pay. However, part-time employees shall receive one (1) 7 hour day off, (floating holiday), per year and paid holidays on Independence Day and Christmas Day upon completion of one year of service with the Library.

Part-time employees will be made aware of additional available work

hours that arise in Holiday weeks and on other occasions. The Library does not have the ability to provide 'make up' hours for all time lost because of a Holiday. In assigning make up hours, if two or more employees bid on the same shift, seniority will prevail.

In the event that a holiday falls on a Saturday, the holiday is observed on Friday. If the holiday falls on a Sunday, the holiday is observed on Monday

#### B. Vacation Benefits

- a. All vacation time is granted and scheduled on the basis of a vacation year which begins January 1st and ends on December 31st.
  - b. Between the first day of employment and December 31st of that year (the remainder of the first calendar year of employment), a new employee earns one vacation day per month. The vacation time earned for the first month of employment is prorated as follows: If an employee

begins employment at the Library between the 1st and the 8th day of the month, one full day of vacation is earned, between the 9th and the 23rd day of the month, one-half (1/2) day is earned, between the 24th and the 31st day of the month, no vacation time is earned.

- c. During the first three (3) months of employment, vacation days are earned, but may not be taken until after the end of the third month.
- d. If an employee resigns, retires or otherwise terminates his/her employment with the Library prior to December 31, the employee shall reimburse the Library for the amount of vacation days used which are greater than the pro-rated amount the employee earned for that year based on the last day of employment.
- e. Part-time employees will receive vacation time as it is earned pursuant to N.J.A.C. 4A:6-1.1 Part-time employees are not eligible for vacation benefits until

they complete a minimum of 9,135 hours of service, whereupon they will accumulate 7 hours for each 152 hours in pay status.

2. The schedule of vacation days earned, which follows, begins with the employee's second calendar year of employment with the Library. The first day of employment through December 31st is the first calendar year, the employee's first January 1st at the Library begins the second calendar year (an employee who begins work at the Library on November 30th begins his or her second calendar year with the Library thirty-two days later on January 1st of the following year. Vacation time for employees starting with their second calendar year is allotted as follows:

Beginning with the 2nd calendar year and ending with the 5th calendar year, the full-time employee earns 14 vacation days;

Beginning with the 6th calendar year and ending with the 10th calendar year, 16 days;

Beginning with the 11th calendar year and ending with the 15th calendar year, 21 days;

Beginning with the 16th calendar year and ending with the 20th calendar year, 22 days;

Beginning with the 21st calendar year and ending with the 25th calendar year, 23 days;

Beginning with the 25th calendar year and each subsequent calendar year, 26 days.

Employees who, as of January 1, 2003, have at least ten (10) years of service with the Library will receive five (5) extra days vacation on completing twenty-five (25) years of service for the anniversary year.

3. Beginning with the 2nd calendar year, employees receive credit for all their vacation days to be earned during that year on January 1st.

Vacation requests received before March 1 in any given year will be allocated by departmental seniority, when two people from the same department are requesting matching dates. Requests submitted after March 1<sup>st</sup> will be approved on a first come first served basis. All requests must be in writing, on the Time-Off Request form, and must be dated; email requests that do not include the TIME-Off Request Form will not be honored. Requests for five (5) consecutive days will be given preference over single day requests within that same time period. For vacation requests submitted prior to March 1<sup>st</sup> the Library Director shall provide a response by March 15. Requests received after March 1st must have a minimum of a two-week window between the date of the request and the dates being requested; the Library Director (or his/her designee) will provide a response within ten (10) working days.

Requests for use of Vacation time to be taken between January 1 and March 1 in a given year, will be handled through a first-come, first-served arrangement.

Requests for an upcoming new year can be submitted no earlier than November 1 of the current year.

- 4. The Library Director approves all vacation requests. Vacation approvals are made in such a manner as to allow for continuous, efficient scheduling of Library operations. Vacation requests shall not be unreasonably denied.
- 5. Single-day vacation requests for evenings or Saturdays will be vigorously vetted, and can be denied if the Library lacks sufficient coverage. [The same would apply to compensatory time, p 22] Requests for single-day Saturdays or evenings should be matched by effort on the part of the employee to obtain a substitute. A staff member requesting a single vacation day on a day they work a night shift should first seek to switch nights with another staff member, if the request comes after March 1.

- 6. Vacation days may be used in full-day or half-day increments only.
- 7. Employees may carry over up to 5 vacation days to be used by June 30 of the next calendar year. Requests to carry over more than 5 days shall be submitted in writing to the Library Director no later than October 15<sup>th</sup>.

#### C. Sick Leave

1. Sick leave is defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of an employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate of a reputable physician in attendance may be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's family.

"Family members" are defined as child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union

partner); grandchild; sibling; spouse; domestic or civil union partner; parent; grandparent; spouse, domestic partner, or civil union partner of an employee's parent or grandparent; sibling of an employee's spouse, domestic partner, or civil union partner; any other individual related by blood to the employee; and, any individual whose close association with the employee is the equivalent of family.

### Acceptable reasons to use sick leave are:

- Diagnosis, care, treatment or recovery for a mental or physical illness, injury or health condition; or, the employee needs preventative medical care.
- Employee needs to care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury or health condition; or, the employee's family member needs preventative medical care.
- 3. Employee or a family member has been the victim of domestic violence or sexual violence and needs time for treatment, counseling, or to prepare for legal proceedings.
- 4. Employee needs to attend school-related conferences,

meetings, or events regarding his/her child's education; or to attend a school-related meeting in relation to his/her child's health.

- 5. The Library closes due to a public health emergency or employee needs to care for a child whose school or child care provider closed due to a public health emergency.
- 6. To cover absence caused by a death in the immediate family Although bereavement leave may be used for this purpose (see below) In case of leave of absence due to a contagious disease, a certificate of a reputable physician in attendance shall be required.
- December 31st (the remainder of the employee's first calendar year of employment), a new employee receives sick leave credit of one (1) day for each completed month of service. Sick leave earned for the first month of employment at the Library is prorated as follows: If an employee begins employment between the 1st and 8th day of the

month, one full day of sick leave is earned, between the 9th and 23rd day of the month, one-half (1/2) day is earned, between the 24th and the 31st day of the month, no sick leave is earned. Sick time earned on a Sunday is credited per hour worked.

- 3. Beginning with the 2nd calendar year, employees earn fifteen (15) days of sick leave per year. An employee's sick leave credit for the entire year is credited to the employee on January 1st.
- 4. Unused sick leave shall accumulate without limit. Employees who leave the employ of the Library prior to December 31st are required to reimburse the Library for any advanced sick leave used which had not been earned prior to separation from Library service.
- 5. All employees are required to call the Library as soon as possible when they are unable to report to work due to illness or other reasons. The Library must be notified by a voice message on the Call Out Line (908 962-5647) or through an

email to <a href="mailto:callingout@elizpl.org">callingout@elizpl.org</a> at least 90 minutes before the start of their assigned shift.

- 6. If an employee uses sick leave to attend to a sick member of their immediate family, a certificate from a reputable physician caring for the family member must be submitted to the administrative office proving the need for the sick leave.
- 7. In the case of leave of absence due to a contagious disease, a certificate from the Department of Health shall be required.
- 8. In the case of death in the family of the employee, any reasonable proof required by the Library Director shall be sufficient.
- 9. The Library Director may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined at Library expense by a physician designated by the Library. Such an examination shall establish whether the employee is capable of performing the

essential functions of his or her job and that his or her return to work will not cause a serious risk of injury or harm to other employees or himself/herself. This provision shall be applied in accordance with the requirements of the Americans with Disabilities Act and the New Jersey Law against Discrimination.

- 10. The abuse of sick leave may be cause for disciplinary action.
- 11. Upon resignation or death, all employees or their estates, will receive payment in the amount of five dollars (\$5) per 7 hour or 8 hour day for each sick day not used. Part-time staff earn five dollars (\$5) pro-rated for a 7 hour day.
- 12. If a first year employee resigns, retires or otherwise terminates his/her employment with the Library prior to December 31, the employee shall reimburse the Library for the amount of sick days used which are greater than the pro-rated amount the employee earned for that year based on the last day of employment.

- 13. Part-time employees will receive sick time as it is earned pursuant to N.J.S.A. 4A: 6-1.1 Beginning with the first year of employment, part-time employees will accumulate 7 hours of sick time for each 122 hours in pay status. Part-time employees may only use sick time on a given day if they have accumulated enough hours to cover their shift for the entire day. For example, a part-time employee cannot use sick time to call out on a day when they are expected to cover a 4 hour shift, if that employee has only accumulated 3 hours of sick time.
- 14. Donated Sick Leave Program.
  - A. Employees may donate up to 5 sick leave days to other employees, provided that after making the donation, the donor maintains a balance of at least 15 sick days.
  - B. Employees may receive no more than 100 donated leave Days.
  - C. Employees requesting donated sick leave time must have

- completed at least one year of continuous service with the Library.
- D. Employee requesting donated sick leave time must have exhausted all sick, vacation, personal and any other contractual leave benefits in order to be eligible.
- E. Employee requesting donated sick leave must not have had previous discipline for absenteeism in the two years prior to the request.
  - F. Employees needing time will inform the Director.
- G. Donations must be made prior to the leave being taken.
- H. If the employee does not utilize the time it will be credited back to the employee who donated the time on a pro-rated basis to be determined by the CWA.
- I. Please see the Administration Office for the necessary forms relating to this program.

# D. Part -Time Employee Scheduling

Part time employees are assigned a permanent work schedule, and must adhere to that schedule. A part-time employee who satisfactorily adheres to his or her schedule, and is otherwise performing in a satisfactory manner, may make a request to his or her supervisor that time lost due to illness, emergency, pre-planned vacation, or other extenuating circumstance may be made up at a later day and time within the same pay period. The supervisor, in consultation with the part-time employee, will select a day and time for the employee to make up such hours lost. Make up time will not be approved for part-time employees who display a regular pattern of absence from duty, or who are otherwise performing unsatisfactorily.

Part-time employees are expected to work an average minimum of 15 hours a week. Staff currently schedule to work less than 15 hours a week will have a window of 60 days, following the acceptance of the Collective Bargaining Agreement, July 1, 2017 through June 30, 2020, to make the necessary adjustment to 15 hours. Such hours must reflect the operational needs of the Library.

#### E. Personal Leave

After one (1) year of service computed from the last date of hire, full-time employees will be granted three (3) personal days. Personal days shall not accumulate. Employees are to provide the Library with the earliest possible notice of their need for personal leave. If an employee provides less than forty-eight (48) hours notice of the need to take personal leave, the employee must provide documentation justifying the need for the leave. Personal leave may only be taken consecutively if the reason for the personal leave is extended beyond the day it is taken, i.e. personal days may not be scheduled consecutively in advance.

Personal leave is not to be used to extend a long weekend, nor to extend a vacation, except in an emergency situation.

# F.. Jury Duty

All employees called for jury duty shall immediately notify his or her supervisor. If an employee who is on jury duty within the City of Elizabeth is released from duty before 1:00 p.m., he/she must return to work for the remainder of their shift. The Library may request that the employee be excused from jury duty if he or she is required to be on the job at the Library.

#### G. Bereavement Leave

All full-time employees shall receive up to five (5) days of bereavement leave, with pay, in the event of a death in his or her immediate family. "Immediate family" is defined as husband, wife, mother, father, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, grandchild of employee or spouse, or a person who resides in the employee's immediate household in a close family-like relationship with the employee. One (1) day of bereavement leave may be granted by the Library Director for the death of a non-immediate family member or

other special cases. The employee shall advise his or her supervisor as soon as possible of the need for bereavement leave. The bereavement policy detailed above establishes a maximum number of days for bereavement purposes. Because individual circumstances vary, employees not needing to avail themselves of the maximum amount of bereavement leave will be expected to request only the amount of bereavement leave actually needed to attend to those activities related to their loss.

# H. Family and Medical Leave

All employees are entitled to Family and Medical Leave in accordance with the applicable Federal and State Laws.

# I. Military Reserve Duty

A full-time employee who is a member of a Reserve Unit of the United States Armed Forces is granted paid leave for his or her annual period of active duty. The Library will provide military leave as required by law and N.J.S.A. 38A:4-4. The employee must notify the

administrative office as soon as possible of the dates of active duty.

Prior to approval, the employee's travel orders must be submitted to the administrative office for inclusion in the employee's personnel file.

#### J. Civil Service Examinations

Employees who are scheduled to work when an open competitive or promotional examination is scheduled by the New Jersey Civil Service Commission shall be allowed time off without loss of pay for the time required to attend the examination. The Library will post upcoming Civil Service examination announcements for Elizabeth Library positions. The Library is not responsible to ensure that staff members are aware of exams.

#### K. Union Leave

Members of the Union who are elected or designated by the Union to attend any meeting or education conference of the Union or other group with which it is affiliated, shall be granted the necessary time off without loss of pay, provided that the notification is given to the

Library Director in writing by the Union at least two (2) weeks in advance except in emergency situations, and provided that such request does not exceed a total of five (5) working days per member, or an aggregate of five days for all members per bargaining unit.

# L. Unpaid Leaves

Leaves of absence without pay may be granted in accordance with New Jersey Civil Service laws and regulations.

Employees must utilize all vacation leave prior to going out on a leave of absence without pay. Employees on unpaid leave status do not earn vacation or sick days while on unpaid leave. Employees shall receive a pro-rated amount of sick and vacation days when out on unpaid leave based upon the time during the year not on unpaid leave of absence.

# M. Weather Emergencies

When the Governor declares a weather emergency and it affects the City of Elizabeth, the Library will close.

# **Article 6: Salary**

# A. Wage Increases

- All annual salary increases shall be added to base salaries. Annual salary increases shall be made effective on July 1st of each year covered under this Agreement and paid to all staff starting with the paycheck immediately following that date to all full-time and part-time employees as follows:
  - 3.5% shall be awarded retroactively to January 1st 2021
  - 3.5% shall be awarded on July 1st, 2021.
  - 3.5% shall be awarded on July 1st, 2022.

### **Article 7: Pension and Benefits**

### A. Pension

All permanent full-time employees automatically become members of the Public Employees Retirement System of the State of New Jersey

(PERS). Permanent part-time employees will be enrolled in either PERS or DCRP.

# 1. Flexible Spending Account

The Library will offer all employees the opportunity to participate in a flexible spending account program.

### B. Health Insurance

All full-time employees are entitled to health benefits provided through the State of New Jersey Health Benefits Plan or the equivalent thereof in accordance with the terms and conditions established under same. Premiums for these health benefits shall be paid by the Library subject to the provisions of applicable legislation.

# C. Dental Coverage

All full-time employees are entitled to dental coverage through the Delta Dental, Inc. plan or the equivalent thereof. Premiums for the dental coverage currently provided shall be paid by the Library.

# D. Prescription Plan

All full-time employees are entitled to coverage under the City of Elizabeth's paid prescription plan. The employee makes a co-payment for each prescription, as provided in the City's prescription plan, and the balance of prescription costs are paid by the Library.

#### E. Vision Care

Full-time employees are entitled to participate in the City of Elizabeth's vision care program.

## F. Health Premiums for Retirees

The Library shall pay the premium for core medical insurance coverage under the New Jersey State Health Benefits Program as defined in Section B above for employees who retire with at least twenty-five (25) years of credited service in a state or locally

administered retirement system except employees who elect deferred retirement, but including employees who retire on a disability pension based on fewer years of service.

## G. Workers' Compensation

As required by law, the Library covers all employees with Workers' Compensation Insurance.

# H. Annuity, Life and Disability Insurance Programs

The Library shall maintain its contractual agreement with private firms which offer annuity, life and disability insurance programs. These programs allow employees to purchase annuities, Life Insurance, and Disability Insurance at group rates. The Library shall facilitate participation in these programs, but does not and will not finance them. Information about these programs is available in the administrative office.

The Library will arrange an annual meeting/presentation for the employees with the providers of the employee paid insurance.

#### **Article 8: Tuition Reimbursement**

With prior approval of the Library Director, the Library will reimburse employees who have been accepted into an American Library Association accredited program leading to a Masters in Library Science up to \$1,500 per semester, with a maximum allocation of \$6,000 per employee. In order to be eligible for this reimbursement, the employee must obtain a grade of a "B" or better and must remain in the employ of the Library for twelve (12) months after completion of the course for which reimbursement was received. If the employee leaves the Library's employ before this twelve (12) month period, he/she shall repay to the Library 50% of the tuition reimbursement received.

The Library, upon prior approval of the Director will reimburse employees the cost of computer training up to \$500 per course if the Library determines that such training would be beneficial to the Library. It is

expected that employees will utilize the skills they learn on the job. In order to be eligible for this reimbursement, the employee must obtain a grade of "C" or better and must remain in the employ of the Library for seven (7) months after completion of the course for which reimbursement was received. If the employee leaves the Library's employ before this seven (7) month period, he/she shall repay to the Library 50% of the tuition received. The Library and the Union agree to form a sub-committee to discuss reimbursement for non-Master's in Library Science course certificates.

# **Article 9: Staff Training and Development**

# A. Staff Training

1. Employees shall receive training in their duties from their supervisors and/or other trained employees in their respective departments. In addition, on a periodic basis the Library will be offering, on the Library's premises, in-service training and

workshop sessions which will enable employees to better provide public service to Library patrons.

2. The Library is supportive of employees attending other such inservice workshops when offered by other organizations such as Libraries of Union County Consortium (LUCC), NJLA, Library LinkNJ and LMxAC. The Library will apprise employees of upcoming in-service opportunities, and, schedules permitting, will encourage staff participation in these workshops.

### B. Conference Attendance

Attendance at professional library conferences by full-time employees shall be encouraged by the Library. Provided work schedules permit, full-time employees may be granted time off to attend such conferences. All requests to attend such conferences must be made in writing and approved by the Library Director. No reasonable request shall be denied. Provided funds are available, employees may have some or all of the cost of their attendance at

New Jersey Library Association, New Jersey Library Assistants' Association, and other professional library association conferences that are held in the New York Metropolitan Area covered. Requests for such attendance and reimbursement must be made in writing and approved by the Library Director. No reasonable requests shall be denied. Priority for reimbursement of such conference expenses will be given first to employees with association and/or conference duties, second to current members of the association, and finally to all other staff members. Every effort will be made to rotate attendance at meetings among staff members.

#### C. Personnel Records

1. The Library maintains an individual personnel file on each employee consisting of job application, resume, letters confirming employment, letters relating to work performance, performance evaluations, attendance and salary records, and other material related specifically to the individual employee. Librarians must submit a copy of their New Jersey Professional Librarian Certificate to the administrative office for inclusion in

their file. The Library must inform an employee before any new items are added to their personnel file, and provide him/her with copies of any and all new materials.

2. The employee's personnel file is confidential information which belongs to the Library and is maintained in the administrative An individual's personnel file, with the exception of office. recommendations provided with a stipulation of confidentiality, with reasonable advance notice, is available for review by the employee, his or her immediate supervisor, and his/her Union be from the Representative. but may not removed administrative office. The employee or the employee's representative, however, has a right to a copy of all the materials in their personnel file, which becomes his/her property. As long as the request is made to the Administrative Secretary or the Library Director, the Library has three days to comply by providing the requested materials. The original documents contained in the personnel files may only be reviewed in the presence of the Administrative Secretary. No information contained in an employee's personnel file will be

released to anyone other than the employee except with the employee's written authorization or as the result of a subpoena.

3. An employee may add any personal comments regarding documents placed in their personnel file, into the official Personnel file for that employee. The employee's comments then become part of that file.

### D Evaluations

Evaluations will be performed annually as per the employee handbook.

# **Article 10: Discipline and the Grievance Procedure**

# A. Disciplinary Action

All Library employees are subject to the laws, rules and regulations of the State of NJ Civil Service Commissio n with regard to discipline.

# B. Grievance Policy

- 1. Grievance purpose and definitions:
  - a. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the disputes which may arise affecting the terms and conditions of employment.
  - b. In the wording of this statement of procedure the term aggrieved shall be taken to include all employees.
  - c. Any employee shall have the right to present his or her grievance through the steps described in the following paragraph with assured freedom from restraint, interference, coercion, discrimination or reprisal.
  - d. A contractual grievance is hereby defined as any appeal by an employee, group of employees, or their

representatives, over the interpretation or application of the Articles or provisions of this Agreement.

e. A non-contractual grievance is defined as a violation, misinterpretation or misapplication of Library policies,

rules or regulations, administrative decisions affecting employees, or laws applicable to the Library which establish the terms or conditions of employment not included under contractual grievances described above.

- f. Minor discipline shall be defined as any disciplinary action involving a five day suspension or less, including docking of pay for less than five days, and letters of reprimand.
- g. Major discipline shall be defined as any disciplinary action involving a suspension of greater than five days including demotion and termination.

h. The term "days" when used in this article, shall, except where otherwise indicated, exclude Sundays and holidays.

#### 2. Procedure:

- a. All major disciplinary actions are grievable only through the NJ Civil Service Commission. All contractual, minor-disciplinary, and other grievances not exclusively under the NJ Civil Service Commission's domain shall be grievable through the grievance procedure outlined herein. The Library must copy Union Headquarters at 84 Culver Road, Monmouth Junction, New Jersey 08852 on all notices of disciplinary action.
- b. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort

should be made to expedite the process. However, when mutually agreed by both the grievant and the Library, the time limits given below may be extended.

- c. If the Library does not answer a grievance or an appeal thereof to the Union within the specified time limits the Union may proceed to the next step of the grievance procedure.
- d. If a grievance affects a group of employees, the Union may process and institute such grievance at Step 3 of the grievance procedure.
- e. The Library Director shall advise the Board of Trustees of any and all actions associated with all steps in the grievance process.

# 3. Representation and Investigation

- a. Union Stewards or other employees acting as representatives for the Union shall be permitted to investigate and represent employees of the Library in grievances or disciplinary appeals without loss of pay for the time used for that purpose.
- b. Employees who serve as witnesses during a grievance shall be able to do so without loss of pay for the time used for that purpose, and shall not be penalized in any way for such service.

# 4. Grievance Steps

Any employee who feels they have a grievance may take up the grievance with his/her immediate supervisor or the department head within twenty (20) days of the date upon which the employee became aware of it, or within twenty

- (20) days from the date of its occurrence. The immediate supervisor and the department head shall attempt to adjust the grievance on an oral or informal basis within two days. If the grievance is denied, it shall be denied in writing. A grievant shall be entitled to representation. The choice of representative shall be by the employee at this and all subsequent steps of the procedure. The failure to initiate a grievance within this time limit constitutes a waiver of any and all subsequent steps in this grievance procedure and constitutes an acceptance of the response given by the immediate supervisor and department head.
- b. Step Two: Library Director. If the grievance has not been resolved, the grievance may be submitted to the Library Director within five days following the determination at Step One. Within five days of notification by the employee or employees, a meeting shall be held by the Library Director or his/her designee. At this meeting, the grievant shall be represented by a representative of his/her choice. A decision will be

rendered, in writing, within five days following the meeting by the Library Director or his/her designee.

Step Three: Library Board of Trustees. If the grievance C has not been resolved, it may be submitted, within ten days of the decision at Step Two, to the President of the Board of Trustees or his or her designee. Within twenty (20) days of notification by the grievant or at the next regular Board of Trustees meeting, whichever is sooner, a meeting may be held at the discretion of the Board of Trustees with the Board of Trustees or a committee designated by the Board. The grievant shall be represented at this meeting by his/her representative. In the event the Board of Trustees decides that a meeting is not necessary, it will designate two members of the Board to receive written and telephonic submissions from the Union and/or the grievant. By mutual agreement, the parties may meet to discuss the grievance. The two Board members shall have ten (10) days to receive the Union's submissions or schedule the meeting, if mutually

agreeable. A decision will be rendered in writing, within five days following this meeting or if no meeting is held, within twenty (20) days after receipt of the grievance by the Board of Trustees. If the grievance is non-contractual, the Board's decision is final and unappealable.

- d. Final Step: Arbitration.
  - If the grievance is over minor discipline or it is a contractual grievance and has not been resolved at Step 3, it may be submitted, within twenty (20) days of the decision at Step Three to Arbitration.
  - a. Any unresolved minor disciplinary or contractual grievance may be appealed to arbitration only by the Union. The Union must file the request for arbitration within (20)

working days after the receipt of the step 3 decision.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the NJ Civil Service Commission. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

3. The cost of the arbitration hearing shall be borne equally by the Union and the Library. The Arbitrator must be selected from a list promulgated by the New Jersey Public Employment Relations Commission. The Arbitrator may design any remedy he/she sees fit so long as it is consistent with the

provisions of this agreement, the laws of the State of New Jersey and the guidelines set forth by the NJ Civil Service Commission. The Arbitrator's ruling is final.

### **Article 11: Miscellaneous**

#### A. Carfare

Employees who are required to use their personal automobiles on official Library business shall be compensated at the current mileage rate established by the IRS. Mileage will be computed from the employee's home or the Library, whichever distance is less. Proof of tolls paid must be provided. The cost of bus, train, or other travel-related expenses incurred on official library business may be reimbursed providing documentation showing date, amount spent, destination, and reason for travel is submitted to the administrative office. Authorization to travel on official library business is given by the Library Director, or his/her designee, in his/her absence.

# B. Health and Safety Committee

The Library and the Union shall establish a Health and Safety Committee, to be composed of three (3) representatives of the Library and three (3) Union employees which committee shall meet on a mutually agreeable basis from time to time to make recommendations to the Library for changes or adjustments in safety procedures. No employee shall suffer loss of pay for time served on the Committee.

#### C. Staff Room

A staff lounge and kitchen shall be maintained for the comfort and convenience of all staff members. To ensure an atmosphere in which all employees can relax during breaks and lunch periods, friends and/or visitors of employees are not allowed in the staff room.

#### D. Lockers

The Library will continue to provide lockers for all employees. All handbags, coats, and other personal belongings should be locked in lockers. Personal belongings are not to be left in the work area. All new staff members receive a locker. Locker problems should be brought to the attention of the Administrative Secretary.

# E. Resignation

In accordance with N.J.A.C. 4A:2-6.1, any Library employee may resign in good standing by giving the Library Director at least fourteen (14) days written or verbal notice, unless the Library Director consents to a shorter notice. The resignation shall be considered accepted by the Library Director upon receipt of the notice of resignation. Upon resignation, vacation for the current year shall be prorated by the number of months worked in the calendar year in which the separation is effective, and added to any vacation leave which may have been carried over from the preceding calendar year, plus compensation for any unused Comp time shall be paid to the

employee at his/her rate of pay at the time of separation. The separated employee will receive payment for the total number of these earned vacation days and comp time balances at the end of the next pay period.

#### F. Retirement

Employees planning on retirement should give the Library Director at least three (3) months written notice to that effect. This will ensure the timely filing of retirement documents with the New Jersey Division of Pensions. In the event that the employee has vacation leave due him or her at the time of retirement, the employee shall receive payment for all earned vacation which have not been taken prior to the date of retirement plus compensation for all unused comp time at their regular rate of pay immediately preceding the effective date of retirement.

An employee who retires under PERS from employment with the Library shall be reimbursed for accumulated unused sick time at the rate of fifty percent (50%) of the employee's daily pay rate to a

maximum payment of nine thousand dollars (\$9,000). Payment shall be made within six (6) months of the effective separation date. All employees must have at least thirty (30) accumulated sick days to be eligible for reimbursement. Employees who resign or who retire under PERS with less than thirty (30) accumulated sick days will receive payment in the amount of ten dollars (\$10.00) per day for each day of sick leave not used.

# Article 12: Labor/Management Meetings

- A. Labor/Management Meetings to discuss non-contract issues considered important by either the Union or the Library, may be arranged by mutual agreement between the Union representative and the Library Director. Meetings shall be attended by such representatives as the parties deem useful to the discussion.
- B. Arrangements for the time, date, and place of such meetings shall be made in advance, and shall include a proposed list of those who will attend and an agenda of the matters to be discussed at the meeting. Matters discussed at the meeting should be limited to the

items on the agenda. Employees representing the Union attending such meetings shall not lose time or pay for time spent at the meetings. Meetings should be scheduled so as not to interfere with Library operations, and shall not be held more than once a month unless both the Union and Library agree.

# Article 13: Job Assignment

# A. Work performance

In compliance with all New Jersey Civil Service Commission Rules and regulations, all employees covered by this Agreement will be expected to perform appropriate duties as assigned by their supervisor. This shall include, but not be limited to the specific functions and duties enumerated in examples of work performed included in New Jersey Civil Service Comission Job Specifications for the title that an employee holds, but also any other appropriate duty which may be assigned from time to time by their supervisors or through Library work rules, personnel or other regulations. It is also

recognized and agreed that employees in this bargaining unit recognize the authority of the Library to promulgate and implement work performance standards in accordance with management rights and authority resident in the Library.

The Library agrees to provide each employee with their New Jersey Civil Service Commission specifications for their title within sixty (60) days of the ratification of this Agreement. The Library also agrees to place a copy of each employee's job specification in their personnel file. New hires shall receive job specifications immediately upon employment. It is recognized that employees will be assigned reasonable work performance standards.

# **Article 14: Promotion and Layoff Policy**

A. Promotional opportunities will be posted at the main library and all branches in accordance with Civil Service Commission rules and regulations.

# B. Layoff Policy

In the event of layoffs, the Library shall act in accordance with the NJ Civil Service Commission rules and regulations. Prior to any layoff action, the Library also agrees to discuss alternatives to layoffs with he Union.

# **Article 15: Health and Safety**

The Library agrees to adhere to Federal, State and Local legislatively mandated government health standards. Issues which are brought to the attention of the Library Director shall be addressed within a reasonable period of time.

# Article 16: Fully Bargained Clause

The foregoing constitutes the entire Agreement between the parties and shall supercede any and all regulations in conflict therewith which were previously in effect. All other rules and regulations affecting conditions of work which were in effect at the time of signing of this Agreement shall

remain in effect and are made part of this Agreement. Nothing herein shall be construed to supercede any decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

# **Article 17: Savings Clause**

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to the validity, such provisions shall be inoperative but all other provisions shall not be affected and shall thereby continue in full force and effect.

### Article 18: Renewal

This Agreement shall become effective July 1st, 2020, and shall remain in full force and effect until June 30th, 2023, and is the complete Agreement between the parties. This Agreement shall continue from year to year unless either party requests in writing ninety (90) days prior to its termination a modification or revision of terms and conditions set forth.

# **Article 19: Prior Agreements**

All issues agreed to prior to impasse have been included in this Agreement. All issues not previously agreed to, and not mentioned in this Agreement herein are dropped. All language in the expired Agreement, not changed by this Agreement, shall continue in this Agreement. (Prior Agreement attached.)

For the Library

For CWA Local 1031

MaufwithChusel Library Director

Theodore at Transmiser

Open A. allerey

Phyllis Harfner

District - Balling Spall Market