

**AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE FREE PUBLIC LIBRARY**

**OF THE TOWNSHIP OF MIDDLETOWN**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 1032**

**AFL-CIO**

**January 1, 2018 through December 31, 2022**

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**THIS AGREEMENT**, made and entered into this 2nd day of April, 2018 by and between **THE BOARD OF TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE TOWNSHIP OF MIDDLETOWN**, in the State of New Jersey, located at 55 New Monmouth Road, Middletown Township, Monmouth County, New Jersey, hereinafter known and designated as the "Employer" and **COMMUNICATIONS WORKERS OF AMERICA LOCAL 1032, AFL-CIO**, hereinafter designated as the "Union".

**WITNESSETH:**

**WHEREAS**, the Employer has recognized the said Union as the sole and exclusive bargaining agent for all permanent full-time, permanent part-time and provisional employees after the ninety (90) day probationary period, except pages, maintenance workers, Secretary to the Board of Trustees, Assistant Director, and the Director, working in the Free Public Library of the Township of Middletown; and

**WHEREAS**, the Employer has an obligation, pursuant to Chapter 303 of the Laws of 1968, N. J. S. A 34:13 A-1, et seq. (hereinafter "Chapter 303"), as amended and supplemented, to negotiate with the Union as the said representative of all said permanent full-time, permanent part-time and provisional employees after the ninety (90) day probationary period, except pages, maintenance workers, Secretary to the Board of Trustees, Assistant Director, and the Director, working in the Free Public Library of the Township of Middletown, and to provide orderly and peaceful procedures for presenting employee grievances and proposals; and

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

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

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

**WHEREAS**, it is the intention of both the Employer and the Union that this Agreement is to be construed in harmony with the Rules and Regulations of the New Jersey Department of Personnel/Merit System Board;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**ARTICLE 1**  
**RECOGNITION**

- 1.1 Consistent with the New Jersey Public Employment Relations Act, the Employer hereby recognizes Communications Workers of America Local 1032 (the "Union") as the collective bargaining agent for the permanent full-time and permanent part-time and provisional employees after ninety (90) days of employment (hereinafter referred to as "employees") except pages, maintenance workers, Secretary to the Board of Trustees, Assistant Director and the Director, for the purposes of presenting and making known to the Director and Board of Trustees grievances and proposals.

**ARTICLE 2**  
**UNION DUES/AGENCY SHOP**

- 2.1 The Union agrees to file a dues deduction authorization form with the Employer for each employee prior to such deduction, which shall be in conformance with the applicable statutes of the State of New Jersey. The Union shall not request or solicit the execution of the authorization form from any employee during work hours on the Employer's premises.
- 2.2 The Employer agrees to deduct the initiation fee and/or dues from the wages of each employee and to forthwith remit the same together with the record of such deductions to the Union office in each calendar month. Such deductions shall be made with the issuance of each regular paycheck.
- 2.3 If, during the term of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer, written notice thirty (30) days prior to the effective date of the change.
- 2.4 Any employee in the bargaining unit on the implementation date of this Agreement who does not join the Union within ninety (90) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the unit, or any member who subsequently resigns from Union membership shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The

representation fee shall be an amount equal to 85% of the regular Union membership dues, fees and assessments as certified by the Union to the Employer. The Union agrees to maintain a demand and return system in accordance with the PERC Act (N.J.S.A. 34:13-5, et seq.).

- 2.5 The amount of dues to be deducted will be certified to the Employer by the Treasurer of the Union. The Union agrees to protect, defend, indemnify and hold the Employer and the Board of Trustees of the Free Public Library of the Township of Middletown, and its and their employees, officials and representatives, harmless individually and jointly, from all claims, demands, cause of action, loss, damages, liabilities, costs and expenses, including without limitation, attorney's fees, asserted against or incurred by the Employer or the Board of Trustees of the Free Public Library arising out of or in connection with any claims made by any third parties or person or entity relating in any manner or form to the institution and existence of agency shop at the Free Public Library for the Township of Middletown and the deduction and forwarding of dues and fees to the Union.
- 2.6 The Employer's liability for any error or delay in making and forwarding the deductions shall be limited to the amount of the deductions to which the Union is actually entitled.
- 2.7 Subject to applicable law, any employee may at any time withdraw the above authorization by individual notice, in writing, by registered letter or personal delivery to the Employer. Upon receipt of the withdrawal or authorization, the Employer shall mail a copy of same by registered mail to the Union.

The withdrawal of authorization shall become effective on the next January 1<sup>st</sup> or July 1<sup>st</sup> following the receipt of such withdrawal in conformance with N.J.S.A. 52:14-15.9 (E).

### **ARTICLE 3** **HOURS OF WORK**

- 3.1 This provision is intended to define the regular hours of work of the Employer's permanent employees including temporary adjustments to regular work schedules.

The regular working hours for permanent full-time employees shall be thirty-five (35) hours per week; seven (7) hours per day. The regular working hours for permanent part-time employees shall be thirty-five (35) hours per two week pay period; a minimum of three (3) hours per day. In the event of emergency, the Employer shall have the right

to assign a part-time employee to work less than three (3) hours on a particular day. The Employer reserves the right to establish and set the hours of work for all employees.

Sunday work, which is required of all employees, except for Finance Clerk and Administrative Secretary, and shall be paid at the rate of time and one-half (1-1/2), shall be filled first by the employees on a voluntary basis, and granted by seniority within the "professional" and "non-professional" categories. The number, classification, and rotation of employees required for Sunday shall be at management's discretion and can be changed at any time. No employee, unless s/he is a volunteer, shall work more than one (1) Sunday every four (4) weeks. Sunday work shall be assigned by rotation based upon seniority. The Library Director shall establish a seniority list on February 1 and September 1 subject to review by the CWA. The list of volunteers shall remain in place according to seniority for each season, such that if an employee decides to decline the Sunday work assignment when his/her turn comes, the position of the employee on the list shall remain constant and the declining employee will wait until his/her name comes up again.

No guarantee is made that said work will be assigned in the employee's job category and employees agree to work in other assignments at no change in rate of pay in emergency situations, as determined by the Employer. The Employer agrees to make such assignments on a seniority basis, if more than one employee is qualified to do the work.

- 3.2 Working hours shall be the hours of Library operation. For the computation of work hours, each holiday, vacation day and sick day shall be credited as seven (7) hours worked for full-time employees; and three and one-half (3-1/2) hours worked for part-time employees.

Employees shall be granted a paid fifteen (15) minute coffee break in the morning and a paid fifteen (15) minute coffee break in the afternoon. Employees working from 6:00 p.m. to 9:00 p.m. shall be granted one paid fifteen (15) minute coffee break during those hours.

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

When an employee is required to work ten (10) hours or more during any day, s/he shall be granted a paid dinner break not to exceed one (1) hour's duration. For each five (5) hours worked over the abovementioned ten (10) hours, the employee shall receive an additional one-half (1/2) hour period, also at no loss of pay for such lunch period.

- 3.4 If the Library does not open or closes early due to snow, natural disasters, including hurricane, and other inclement weather, or emergency, any employee not scheduled to work that day due to vacation, personal day, personal holiday or sick day, shall not be charged for that day.

In the event that a catastrophic weather condition is declared by the State of New Jersey, or local police in the employee's county or place or residency, the following guidelines will apply:

- a) The employee shall not be charged for the day, if s/he is scheduled to work, and shall receive his/her regular pay.
- b) If the declaration is made after an employee has left his/her home for work, or has reported to work, the employee shall be released to return home immediately, and shall be paid at his/her regular rate of pay for the full day.

3.5 **Outside Employment**

The employees shall not be limited as to outside employment; provided however, that the employee is in compliance with Section 2, Work Place Policies of the Township of Middletown Personnel Policies and Procedures

**ARTICLE 4**  
**HOLIDAYS**

- 4.1 The Free Public Library of the Township of Middletown is a service organization. The Library employees will receive seven and one-half (7-1/2) official holidays per year as presently authorized by the Board of Trustees of the Free Public Library of the Township of Middletown:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Christmas Eve  
Christmas Day  
½ Day New Year's Eve



The employees shall also receive six (6) personal holidays per year in each year of the Contract. The taking of these personal holidays are subject to approval of the Director with said approval not being unreasonably withheld. The employee must give the Employer five (5) days' notice of the intent to take a personal holiday. These personal holidays should not be accumulated and should be taken during the calendar year. Failure to take personal holidays shall result in waiver of same. Employees hired after January 1<sup>st</sup> shall receive pro-rated holidays during the first calendar year of employment.

Pay for holidays and personal holidays not worked shall be seven (7) hours pay at the straight time rate for all full-time employees, and three and one-half (3-1/2) hours pay at the straight time rate for all permanent part-time employees.

The Library will close at 12:30 p.m. on New Years' Eve.

- 4.2 Part-time employees who are not scheduled to work on a day on which a holiday falls will not be compensated for that holiday.
- 4.3 In the event an official holiday named in this Contract falls during an employee's vacation period, such employee shall receive an additional days' vacation.
- 4.4 If any of the official holidays enumerated in Section 4.1 falls on Sunday, said holiday shall be celebrated on the following Monday.
- 4.5 If any of the official holidays enumerated in Section 4.1 (above) falls on a Saturday when the Library would normally be open, each employee shall be granted an additional "personal holiday" which shall be taken within three (3) months after the official holiday in accordance with the requirements of Section 4.1, except that personal holidays provided under this section 4.5, are not subject to forfeiture if not taken by the end of the calendar year. Personal holidays provided under this section shall be waived if not taken within three (3) months after the official holiday for which the personal holiday was provided.

**ARTICLE 5**  
**PAID TIME OFF**

- 5.1 The accrual and use of all paid time off, vacation, sick, comp, and personal days is consolidated into one section titled "PAID TIME OFF".

Vacation and personal days accrue monthly for all employees. (For example: if an employee wants to take a one (1) week vacation in January, he/she may do so although he/she has actually earned one (1) day of vacation at that point. His/her vacation usage would reflect minus four (4) days' vacation).

5.2 **Vacation**

All employees hired prior to January 1, 1995 shall receive vacation time according to the following schedule:

| <b><u>Term of Employment</u></b> | <b><u>Professional</u></b>       | <b><u>Non-Professional</u></b>   |
|----------------------------------|----------------------------------|----------------------------------|
| 1 <sup>st</sup> year             | 1 day/month                      | 1 day/month                      |
| 2-5 years                        | 20 days                          | 12 days                          |
| 6-8 years                        | 20 days                          | 15 days                          |
| 9-20 years                       | 20 days                          | 20 days                          |
| 21+ years                        | 1 day/each year<br>of employment | 1 day/each year<br>of employment |

All employees hired on or after January 1, 1995 shall receive vacation time according to the following schedule:

| <b><u>Term of Employment</u></b>      | <b><u>Professional</u></b>                              | <b><u>Non-Professional</u></b>                          |
|---------------------------------------|---|---|
| 1 <sup>st</sup> full year (12 months) | 1 day/month   | 1 day/month   |
| 2-5 years                             | 20 days   | 12 days   |
| 6-10 years                            | 20 days   | 15 days   |
| 21+ years                             | 1 day/each year<br>of employment<br>to a max of 30 days | 1 day/each year<br>of employment<br>to a max of 30 days |

All employees hired after January 1, 2018 shall receive vacation time according to the following schedule:

| <u>Term of Employment</u> | <u>Professional</u>                                    | <u>Non-Professional</u>                                |
|---------------------------|--|--|
| 1 – 5 years               | 12 days  | 12 days  |
| 6 – 10 years              | 15 days  | 15 days  |
| 11-20 years               | 20 days  | 20 days  |
| 21+ years                 | 1 day/per year<br>of employment<br>to a max of 30 days | 1 day/per year<br>of employment<br>to a max of 30 days |

Employees are not entitled to take vacation during the first three (3) months of their employment. Requests for vacation must be submitted, in writing, to the Director at least two (2) weeks prior to the date the vacation is to commence. Requested vacations are subject to the approval of the Director, and subject to the operational needs of the Library. Vacation approval shall not be unreasonably withheld.

- 5.3 Employees with more seniority shall be given preference within their classification, in accordance with the scheduling needs of the Library for vacation requests for any day in the calendar year provided the written request be submitted during the month of January.

Beginning on February 1<sup>st</sup> of each year, the approval of vacation requests will be on a first-come, first-serve basis for the period of February 1<sup>st</sup> through January 31<sup>st</sup> of the following year. Employees shall receive a date and time stamped copy of the submitted request.

- 5.4 Any employee eligible for vacation, whose employment has terminated for any reason, other than disciplinary, shall receive a pro-rated vacation.
- 5.5 Vacation time may be accumulated for no more than two (2) years. The maximum vacation time available at any given time shall be the number of days earned in two (2) consecutive years. Vacation time not used within the two (2) year period will be forfeited.

5.6 **Personal Days**

Each employee shall be entitled to and may take three (3) days during the year as a personal day off from work with pay for seven (7) hours for full-time employees and three and one-half (3-1/2) hours for part-time employees at straight time. For example, a personal day may be taken for religious, legal or emergency reasons.

At least two (2) days prior to the desired personal day, the employee shall request from the supervisor of his/her department and the Director's permission to take the desired day as a personal day. Except, however, in case of emergency the two (2) days prior notice is waived. Permission shall not be unreasonably denied, subject, however, to the following standards:

- a) No personal day shall be granted for any day which immediately precedes or follows a three (3) day holiday weekend, or any of the designated paid holidays set forth in this Agreement.
- b) No personal day shall be granted for any time during which, in the Director's opinion, the employee's presence on the job is indispensable to the performance of the department in relation to an ongoing activity.
- c) In the event more than one (1) employee desires a particular day as a personal day, the Director shall determine the maximum number of employees which can be granted the requested personal days to no more than that number of employees and the Director shall deny all other requests. The granting of such requests shall be made on a seniority basis.
- d) In the event an employee's request for a personal day has been denied and the employee takes the requested day as a sick day after said denial, the employee shall, within two (2) days following said absence, furnish to the Director a written medical report by physician certifying the employee to have been ill. Failure to furnish said medical report shall subject the employee to disciplinary action by the Employer.

#### 5.7 Sick Leave

Sick leave is defined as an absence from duty because of a health condition and/or medical appointment making them unable to perform the work, possibility of transfer of contagion, care of spouse, civil union partner, child, parent, or grandparent.

Employees receive fifteen (15) sick leave days per year after one (1) years' service with pay.

Employees with less than one (1) years' service are to receive one (1) day of sick leave per month of service, with pay, from the first day of regular employment up to and including twelve (12) months thereafter, and fifteen (15) days sick leave, with pay, for each subsequent year thereafter. During the first three (3) months of employment, an employee may accumulate, but not take paid sick leave.

Employees who do not use any sick leave in any of the calendar years of this Contract shall receive a bonus of one (1) days' pay to be included in the first paycheck of the following year. In order to qualify for this bonus, the employee shall have worked twelve (12) full months during the calendar year. Compensatory time, vacation, personal

holidays and personal days shall be counted as working time for the purposes of this paragraph.

Medical proof of illness is required when an employee takes more than three (3) consecutive sick days or an aggregate of more than fifteen (15) full days [7 hours = one day for full-time; 3.5 hours = one day for part-time] in the calendar year, or at any time when there is a reason to believe than an employee is abusing sick leave.

Sick leave shall continue to accrue without limit.

**5.8 Sick Leave and Retirement**

When an employee retires and has been employed for fifteen (15) years and is at least sixty-two (62) years of age, the employee may choose to accelerate his/her retirement by subtracting accumulated sick days from the number of working days remaining until the given retirement date. The number of days subtracted for this purpose shall be deducted from the employee's accumulated sick days. Employees opting to accelerate their retirement will not accrue any additional sick days, personal days, or vacation days during their acceleration period. Employees hired after January 1, 2010 may accumulate sick days to a value of not more than \$15,000.00, based upon salary at the time of retirement.

Sick time payments upon retirement have been eliminated for new employees hired on or after January 1, 2016 and therefore, may not accelerate their retirement using sick time.

**5.9 Family & Medical Leave**

An employee may take unpaid Family and Medical Leave under the provisions of the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

**ARTICLE 6  
BEREAVEMENT LEAVE**

**6.1** In case of death of a spouse, child or step-child, civil union partner or domestic partner, an employee shall be granted ten (10) days with pay immediately following the date of death. In case of death of mother, father, grandchild, sister or brother of the employee, an employee shall be granted five (5) days with pay immediately following the date of death. These days shall not be charged against sick time.

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

6.3 In the case of death of an employee's sister-in-law, brother-in-law, aunt, uncle, niece or nephew, an employee shall be granted a one (1) day leave with pay, which may be taken only on the date of the actual funeral or other bereavement service.

#### **ARTICLE 7**

#### **PERSONAL LEAVE OF ABSENCE**

7.1 An employee may apply for an unpaid leave of absence, with no paid health benefits, for a period of up to three (3) months, which may be granted at the discretion of the Board of Trustees. There will be no loss of seniority or longevity, but none will be granted for the period of leave. Employees neither accumulate nor lose annual sick leave while on leave without pay. No employee shall be reimbursed in any way for holidays occurring during the leave without pay.

7.2 Any leave taken under this Article shall be credited against and run concurrent with any leave taken pursuant to and/or designated by the employee under the Family and Medical Leave Act, 29 U.S.C. 2601, et seq. [FMLA] and/or the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. [NJFLA]

#### **ARTICLE 8**

#### **LAYOFF PROCEDURE**

8.1 In the event of a layoff, seniority shall prevail, unless discharged for cause.

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

- a) Voluntary resignation;
- b) Discharge for just cause;
- c) Failure to return to work within five (5) working days after being recalled from layoff by registered or certified mail (return receipt requested), unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.
- d) An employee on layoff in excess of twelve (12) continuous months.

- 8.3 The Employer, upon recalling an employee from layoff, shall do so in the inverse order of layoff. He shall recall the last employee laid off, providing however, that such employee has the qualifications for the position for which he/she is recalled. Under no circumstances shall the Employer hire from the open market while employees are on layoff and recall list and are qualified to perform the duties of the vacant position are ready, willing, and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.
- 8.4 An employee recalled and reinstated to his former position shall receive his/her former rate of pay or the minimum current wage for his/her position, whichever is higher.
- 8.5 Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.
- 8.6 In the event the Employer plans to lay off employees for any reason, it shall so advise the affected employees as provided by law and CWA Local 1032.

**ARTICLE 9**  
**NON-DISCRIMINATION**

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

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

- 10.1 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of the Agreement, the following procedures will be followed:
- 10.2 It is hereby agreed that the Employer has the right to discharge for just cause. Such discharge shall conform to Civil Service procedures.
- 10.3 The aggrieved party has the right to retain a personal attorney at his/her own expense at all steps of the grievance. The employee's election to retain a personal attorney shall not affect the Union's right to participate at all stages of the grievance procedure.

**10.4 Step 1**

An employee with a grievance shall first discuss the matter with his/her immediate supervisor, either directly or through the designated Staff Representative of the Union, for the purpose of resolving the matter informally. Grievances under this Step 1 must be presented within fifteen (15) working days of when the grievant could reasonably have known of same. The time limit in Step 1 shall be construed as maximum. However, this may be extended upon written agreement between the Union and the Employer.

**10.5 Step 2**

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 1, the matter may then be referred by the Staff Representative of the Union to the Director. A request to proceed with this Step 2 must be presented within ten (10) working days of the disposition at Step 1. A meeting on the grievance shall be held within ten (10) working days between the aggrieved party, the Staff Representative of the Union and the Director. Said meeting shall not be held publicly unless all parties so agree in writing. The Director shall render a written decision within fifteen (15) working days of the date of the meeting.

In the event the employee meets with the Director at Step 1 of the Grievance Procedure and is not satisfied with the disposition of his/her grievance at Step 1, the Union may bypass Step 2 of the Grievance Procedure and proceed to Step 3. The time limits in Step 2 shall be construed as maximum. However, these may be extended upon written agreement between the Union and the Employer.

**10.6 Step 3**

If the foregoing steps do not affect a settlement of the grievance, either party may refer the dispute to the Board of Trustees in writing. Such a referral to the Board of Trustees must be delivered and receive by the Board within ten (10) working days of the disposition at Step 2. The mailing address for the Board of Trustees for this purpose shall be in care of the Library Director at the Middletown Public Library, 55 New Monmouth Road, Middletown, New Jersey 07748.

The Board shall meet within a reasonable period of time of the receipt of the written grievance. The Board may hold hearings and gather any information necessary for a decision and take testimony from all parties having information. The grieving party should have the right to present any evidence on his/her behalf. If there is no resolution of the grievance, then either party may within fifteen (15) working days, request the



Public Employment Relations Commission (PERC) to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties. The time limits specified in Step 3 shall be construed as maximum. However, these may be extended upon written agreement between the Union and the Employer.

**10.7 Step 4 – Binding Arbitration**

- a) The arbitrator shall have no authority to change, modify or amend the provisions of the Agreement.
- b) A grievance within the meaning of the Agreement shall be limited to any dispute involving the interpretation, application, or breach of this Agreement.
- c) The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon written agreement between the Union and the Employer.
- d) A grievance affecting a group of employees under this Agreement may be submitted by the Staff Representative of the Union on behalf of said named group at Step 2 of the Grievance Procedure, under the same limitations as required under a Step 1 grievance.
- e) Nothing herein shall be construed to deny to any employee his/her rights under R.S. 11 (Civil Service).

**ARTICLE 11  
JURY DUTY**

- 11.1** An employee called for jury duty will be excused from work for the period actually in attendance at Court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance at Court. The employee may keep payment by the court for jury time.

**ARTICLE 12**  
**UNION'S RIGHT OF VISITATION**

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

**ARTICLE 13**  
**MEDICAL, SURGICAL AND HEALTH PLANS**

- 13.1 The Employer will provide to all full-time permanent employees hired prior to January 1, 1995, health insurance coverage as described in general terms herein to cover full family responsibilities, including the spouse of the employee and the children of the employee below the age of 26 years, if said children are dependents and otherwise qualify.
- 13.2 Employees shall contribute to their healthcare according to year four (4) of P.L. 2011 c78. The parties agree to add the contribution grid to the Contract in accordance with P.L. 2011 c78.
- 13.3 For all full-time permanent employees hired after January 1, 1995, the Employer will provide single health insurance coverage as described in general terms herein to the employee only. These employees shall have the option during the open enrollment period of the month of December, with an effective date of January 1, to select the PPO or POS family plan provided by the Township for no additional contribution or purchase family coverage (including dental and prescription as outlined in Sections 14.5 and 14.6 below) through the Employer, and elect to have contributions as pre-tax payroll deductions.
- 13.4 Employees hired after 1/1/95 may in the future choose this dependent health coverage option during the open enrollment period of the month of December with an effective

date of January 1. Normal change in status, i. e. marriage or birth of a child is not required to be done during this open enrollment period.

- 13.5 The Employer will provide, in accordance with New Jersey State Law, regarding municipal employee health insurance contributions, dental insurance coverage with benefits substantially similar or better to that, which is currently in effect.
- 13.6 The Employer shall provide, in accordance with New Jersey State Law, regarding municipal employee health insurance contributions.

The Prescription plan co-pay shall be as follows:

|                       |              |
|-----------------------|--------------|
| Retail \$15/brand     | \$5/generic  |
| Mail Order \$30 brand | \$10/generic |

Supply limitations: Retail 34 days or 100 units; mail order up to a 90-day supply

- 13.7 The Employer may change insurance carriers, at its option, with benefits substantially similar or better to benefits which are currently provided. The Employer will notify the Union as early as possible of change in insurance carriers.
- 13.8 Pursuant to authority in N.J.S.A. 40A:10-22, the Employer agrees to provide such benefits enumerated in this Article to all employees who have retired, as defined in Article 15 hereinafter.
- 13.9 Employees voluntarily opting out of Township plans will be paid in accordance with Township Policy up to \$5,000.00.

Employees opting out of Township plans must provide proof of coverage from a source, other than the Township, to be paid the above amounts.

Employees, who opt out of Township plans and subsequently lose their coverage, will with proof of loss of coverage, be able to re-enter the Township plan within 30 days.

- 13.10 All employees may purchase enhanced dental coverage and/or vision coverage and will be given the option to purchase same through pre-tax deductions.

**ARTICLE 14**  
**RETIREMENT**

14.1 "Retirement" for the purposes of this section, shall mean the termination of employment by a Township employee who is eligible for, and has applied for, a pension from the State of New Jersey Public Employee's Retirement System (PERS).

14.2 **Health Benefits in Retirement**

An employee with at least fifteen (15) years of full-time active service with the Township without regard to their age at retirement, will be eligible to continue the employee (only) healthcare benefits in retirement. Retiree contributions for this care will be in accordance with State law and regulations.

14.3 An employee with at least twenty-five (25) years of full-time active service with the Township and who is at least 62 years of age will be eligible to continue the health benefits they had for themselves and their dependents at the time of retirement. Retiree contributions for this care will be in accordance with the State law and regulations.

14.4 Any employee or dependent covered under the Township's health plans in retirement shall be covered under the plans offered to active employees and under the terms and conditions of those active plans. Nothing in this Contract shall be construed so as to indicate that the health benefits offered at the time of retirement must be maintained in the same form.

14.5 When a retired employee and any dependents of the retiree who are covered under the Township Plan reach the age of Medicare eligibility, the Township's plan becomes secondary to Medicare and will only provide the care required under the plan as a secondary carrier or otherwise as state or federal law may direct.

14.6 Subject to the terms hereinafter set forth in Section 15.7, and while said employee is receiving said Retirement, Medical and Health Benefits (as set forth in Section 15.2 of this Article), the employee's spouse who is not yet sixty-five (65) years of age shall have his or her medical and health insurance coverage paid in full by the Township.

Once the employee's spouse attains the age of sixty-five (65) years and so long as he or she is covered by Medicare, such spouse shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved

Health Benefit Plan set forth in the Middletown Township Employee Health Plan Booklet) not paid by Medicare.

- 14.7 Any and all obligations by the Township for payments on behalf of the employee's spouse shall terminate six (6) months after the date of the employee's death.
- 14.8 The Employer, through the Township, will offer medical coverage under the rules of the Federal C.O.B.R.A. law to the spouse of any active employee who dies.

**ARTICLE 15**  
**APPLICATION OF SENIORITY**

- 15.1 Newly hired employees shall be considered to be on a probationary basis for a period of ninety (90) days from the date of employment, and all seniority and permanent employee security shall conform to and comply the applicable statutes and regulations of the New Jersey State Department of Personnel/Merit System Board. Such employees may, during their trial periods, be terminated at any time during said period without recourse whatsoever.
- 15.2 Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.
- 15.3 Seniority shall mean the length of continuous permanent service with the Employer, regardless of capacity or department. Continuous service shall not include time during periods of layoff in excess of three (3) continuous months or leaves of absence, except for leaves which fall under the Federal or State Family Leave Laws.

15.4 **Job Vacancies**

Notice of all job vacancies shall be posted five (5) calendar days on all bulletin boards within the department. Said notice shall include the wage range. The Library shall invite bargaining unit employees to make a written application for such position.

The Library shall fill vacant positions in accordance with Civil Service Rules and Regulations N.J.A.C. 4A:4-4.8.

15.5 **Lateral Work Assignments**

Seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than are required, the more senior employee(s) in

this classification shall be assigned to perform the duties required, and the less senior employee(s) shall be assigned other duties, provided the more senior employee(s) are qualified to perform the duties required.

- 15.6 When an employee has no work to perform in his/her respective classification, he/she may be required to work in another classification in which there is available work, but there shall be no change in said employee's rate of pay.
- 15.7 When overtime is required, or work is required on any premium day, such work shall be rotated among the qualified employees on a seniority basis.
- 15.8 In order to assist the Library's ability to participate in certain Township events and celebrations in a cost neutral manner, such as "Middletown Day", or activities, which celebrate Middletown's history, the Library may offer comp time to employees who volunteer to perform such overtime work on a comp time basis.

#### **ARTICLE 16**

##### **SAFETY**

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

#### **ARTICLE 17**

##### **MANAGEMENT RIGHTS**

- 17.1 The Employer hereby retains and reserves unto itself, without limitation, except to which it is agreed, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the foregoing, the following rights:
- a) To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this or other agreements with the Union;
  - b) To determine the standards of selection of employment and to hire, promote, transfer, discipline or discharge employees for just cause;

- c) To establish and administer reasonable policies and procedures related to personnel matters, employee's training, performance of services and maintenance of the facilities and equipment of the Library;
- d) To determine the total amount of overtime to be worked;
- e) To determine the content of work assignments in accordance with New Jersey Department of Personnel job descriptions;
- f) To establish new job classifications after negotiations with the Union over the rate of pay for same;
- g) To change, modify or promulgate reasonable work rules and regulations after negotiations with the Union;
- h) To make all decisions relating to the performance of the Employer's operations and maintenance activities, including, but not limited to the methods, means, processes, materials, and procedures to be utilized.

17.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of reasonable policies, rules and regulations 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 of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

17.3 Nothing in this Article shall be interpreted to deprive any employee of rights guaranteed to him/her by Federal or State law or the Library Personnel Manual or Township Personnel Manual, and all the rights enumerated in this Agreement.

**ARTICLE 18**  
**APPLICABLE LAWS**

18.1 Nothing herein shall abrogate or in any way modify any of the rules or procedures of the New Jersey Department of Personnel/Merit System Board. If such is the case, then the provisions of this Agreement to that extent shall be null and void.

**ARTICLE 19**  
**MILEAGE REIMBURSEMENT**

- 19.1 Employees shall receive the Federal IRS rate for reimbursement of mileage for the use of their personal vehicles when used for Library business. However, employees should use the Library vehicle for Library business whenever possible.

**ARTICLE 20**  
**PERMANENT PART-TIME EMPLOYEES**

- 20.1 Permanent part-time employees will receive time off entitlement on a pro rata basis.
- 20.2 Permanent part-time employees shall continue to be eligible for promotions. However, full-time employment may be a requirement for all professional positions, at the Director's discretion.

**ARTICLE 21**  
**BULLETIN BOARDS**

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

**ARTICLE 22**  
**DISABILITY**

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

**ARTICLE 23**  
**WORKING OUT OF CLASSIFICATION**

- 23.1 If an employee works out of his/her classification for a period of fifteen (15) days over three (3) consecutive workweeks (Monday – Saturday), the Employer agrees to compensate said employee at the higher rate of pay, if applicable, for that time worked.



**ARTICLE 24**  
**UNION ACTIVITIES**

- 24.1 The Employer agrees to allow the Union Shop Steward and Local Union Officers the opportunity to attend Union sponsored lectures and seminars as long as the employee's absence would not unreasonably interfere with the operation of the Library. Employees falling within the terms of this provision will be allowed a maximum of two (2) days per year off from work, with pay, for the purpose of attending these Union activities. The employee will bear the cost of any and all expenses associated with attending Union sponsored lectures and seminars. The Union must give the Employer at least ten (10) days' notice of said Union sponsored activity.

**ARTICLE 25**  
**MINIMUM SALARIES**

- 25.1 Effective January 1, 2018, all employees in the bargaining unit shall receive an across-the-board wage increase in the amount of three percent (3.0%).

Effective January 1, 2019, all employees in the bargaining unit shall receive an across-the-board wage increase in the amount of three percent (3.0%).

Effective January 1, 2020, all employees in the bargaining unit shall receive an across-the-board wage increase in the amount of three percent (3.0%).

Effective January 1, 2021, all employees in the bargaining unit shall receive an across-the-board wage increase in the amount of two and one-half percent (2.5%).

Effective January 1, 2022, all employees in the bargaining unit shall receive an across-the-board wage increase in the amount of two and one-half percent (2.5%).

25.2 The following salary schedule reflects the new minimums for each year of the five (5) years of the Contract:

| <u>Title</u>                                    | <u>1/1/2018</u> | <u>1/1/2019</u> | <u>1/1/2020</u> | <u>1/1/2021</u> | <u>1/1/2022</u> |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|
|   | <u>3%</u>       | <u>3%</u>       | <u>3%</u>       | <u>2.50%</u>    | <u>2.50%</u>    |
| <b><u>Non- Professionals</u></b>                |                 |                 |                 |                 |                 |
| Library Assistant                               | \$28,810        | \$29,674        | \$30,564        | \$31,328        | \$32,111        |
| Senior Library Assistant                        | \$34,571        | \$35,608        | \$36,676        | \$37,593        | \$38,533        |
| Principal Library Assistant                     | \$40,764        | \$41,987        | \$43,247        | \$44,328        | \$45,436        |
| Supervising Library Assistant                   | \$46,952        | \$48,361        | \$49,812        | \$51,057        | \$52,333        |
| Public Information Assistant (P/T)              | \$20.86         | \$21.49         | \$22.13         | \$22.68         | \$23.25         |
| Library Associate (P/T)                         | \$24.48         | \$25.21         | \$25.97         | \$26.62         | \$27.29         |
| Computer Service Tech (F/T)                     | \$31.74         | \$32.69         | \$33.67         | \$34.51         | \$35.37         |
| Computer Service Tech (P/T)                     | \$41.56         | \$42.81         | \$44.09         | \$45.19         | \$46.32         |
| Senior Computer Service Tech (P/T)              | \$43.84         | \$45.16         | \$46.51         | \$47.67         | \$48.86         |
| <b><u>Professionals</u></b>                     |                 |                 |                 |                 |                 |
| Librarian 1                                     | \$51,519        | \$53,065        | \$54,657        | \$56,023        | \$57,424        |
| Librarian 2                                     | \$59,928        | \$61,726        | \$63,578        | \$65,167        | \$66,796        |
| Librarian 2 Reference/Tech Support Specialist 2 | \$62,352        | \$64,223        | \$66,150        | \$67,804        | \$69,499        |
| Librarian 3                                     | \$70,446        | \$72,559        | \$74,736        | \$76,604        | \$78,519        |
| <b><u>Clericals</u></b>                         |                 |                 |                 |                 |                 |
| Clerk 1   | \$31,954        | \$32,913        | \$33,900        | \$34,748        | \$35,617        |
| Clerk 2   | \$34,141        | \$35,165        | \$36,220        | \$37,126        | \$38,054        |
| Clerk 3   | \$44,954        | \$46,303        | \$47,692        | \$48,884        | \$50,106        |
| Clerk 1/Stenographer                            | \$31,954        | \$32,913        | \$33,900        | \$34,748        | \$35,617        |
| Clerk 2/Stenographer                            | \$40,380        | \$41,591        | \$42,839        | \$43,910        | \$45,008        |
| Clerk 3/Stenographer                            | \$44,954        | \$46,303        | \$47,692        | \$48,884        | \$50,106        |

**ARTICLE 26**  
**LONGEVITY**

26.1 In addition to the wages agreed upon in Article 25 all employees shall receive longevity pay in accordance with the following schedule for each year of the five (5) years of the Contract.

| <u>Years of Service</u> | <u>Annual Pay</u> |
|-------------------------|-------------------|
| After 5 years           | \$1,000.00        |
| After 10 years          | \$1,750.00        |
| After 15 years          | \$2,500.00        |
| After 20 years          | \$3,500.00        |

Current employees receiving longevity payments higher than the above lump sum amounts will have their longevity frozen until such time they would reach the next longevity increase. Current employees receiving less will be brought up to the above lump sum amounts. (Example: Jane Doe has worked for the Library for 6 years, she earns \$30,000.00; she recently received 2.5 % of her salary for a total of \$750.00. Effective January 1, 2016, Jane will receive the difference between \$1,000.00 and \$750.00, an increase of \$250.00).

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

26.3 An employee who moves from a part-time position to a full-time position shall have his/her longevity begin upon completion of the 5<sup>th</sup> year of full-time employment and paid as a flat dollar amount for his/her position/job title. If an employee is employed for nine (9) months, he/she will revert to six (6) months for eligibility. [For example, if an employee works 4 years and 9 months, time will be calculated as 4 years and 6 months].

Employees hired on or after January 1, 2016 are not eligible for longevity payments.

In the event a full-time employee, who currently receives longevity pay, voluntarily reduces their hours from full-time to part-time, that employee will no longer receive longevity pay moving forward.

However, in the event a part-time employee, who previously received longevity pay, increases their hours to full-time, the employee will be eligible for longevity pay based on the years formerly accrued as full-time.

#### **ARTICLE 27**

##### **MINIMUM PROMOTIONAL INCREASE AND REVIEW**

- 27.1 All promotions shall be in accordance with the State of New Jersey Civil Service Rules and Regulations and budgetary allowances. Additional duties will be assigned upon promotion.

It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority, and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Library. However, it is within the Director's discretion to hire the most qualified individual pursuant to the job description and Civil Service Rules and Regulations. Any dispute arising under this section is subject to the grievance procedure set forth in this Contract, or as provided by Civil Service Regulations

The minimum annual increase in salary which an employee will receive upon promotion to a higher title shall be \$500 for permanent part-time employees, and \$1,000 for full-time employees effective in the pay period following the date of the promotion.

Employees holding the Job Titles of Library Assistant and Librarian shall be reviewed by the Director and either recommended or not recommended for promotion to the Board after two (2) years of employment. The two-year timeframe for promotion applies to both permanent part-time and full-time employees.

#### **ARTICLE 28**

##### **PERSONNEL FILES**

- 28.1 Personnel files are located in the Human Resources Department of the Township of Middletown. An employee shall have the right to inspect his/her personnel file by giving forty-eight (48) hours (two working days) notice, in writing, to the Human Resources

Department. Inspections and copying of material may take place during normal working hours.

- 28.2 The Employer agrees to protect the confidentiality of the information contained in each personnel file.
- 28.3 A document which the Director determines should be part of an employee's personnel file shall be placed in the file within fifteen (15) working days after receipt by the Director. The employee shall be given a copy of any document which is placed in his/her file within forty-eight (48) hours of the time it was actually put in the file and shall have fifteen (15) working days within which to respond to and/or rebut, in writing, such document. Said response and/or rebuttal shall also become part of the file. The rebuttal form to be used is attached hereto as Attachment A. The time limits stated in this Article shall be extended upon a showing of extraordinary circumstances. In addition, any complimentary and/or positive statement about an employee shall be placed in his/her personnel file and a copy given to the employee.

**ARTICLE 29**  
**SAVINGS CLAUSE**

- 29.1 If any term, condition or provision of this Agreement is held to be unlawful, illegal or in violation of law by any federal, state or municipal legislation and/or court of competent jurisdiction, the parties will confer in an effort to find suitable substitutions therefore, and the balance of the Agreement shall remain in full force and effect.

**ARTICLE 30**  
**FULLY BARGAINED PROVISION**

- 30.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues between the Employer and the Union. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing executed by both parties.

**ARTICLE 31**  
**LABOR/MANAGEMENT COMMITTEE**

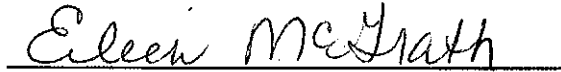
- 31.1 The Employer and the Union shall meet quarterly, if necessary, to address issues of mutual concern. Either party may request to schedule a meeting at any time with mutual agreement of the other party.
- 31.2 Each party shall appoint its own representatives to serve on the committee, maintaining a balance between Labor and Management.
- 31.3 The CWA Staff Representative and two (2) Shop Stewards shall represent labor.
- 31.4 The Director of the Library shall designate up to three (3) committee members to represent Management.
- 31.5 Labor and Management will facilitate each meeting on a rotational basis. The parties shall designate a member of the committee to keep the minutes of the meetings who will then electronically submit to each committee member.
- 31.6 Management shall take the responsibility of notifying all supervisors of the next committee meeting to arrange for release time for the Labor committee members.


**ARTICLE 32**  
**TERM OF AGREEMENT**


- 32.1 This Agreement shall become effective January 1, 2018 and shall remain in full force and effect and expire on the 31<sup>st</sup> day of December 2022.
- 32.2 The Union shall have the right to open negotiations for the 2022 Contract between August 1 and October 31, 2022. Should there be a dispute as to the salaries, employees shall not cease work, and all disputes when settled shall be retroactive to the agreed date between the parties.

COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1032, AFL-CIO

  
\_\_\_\_\_  
Sandra L. McGraw, CWA Senior Staff Representative

  
\_\_\_\_\_  
Eileen McGrath, Bargaining Committee Member

  
\_\_\_\_\_  
Kathryn Hammond, Bargaining Committee Member

  
\_\_\_\_\_  
Julia Barocas, CWA National Representative

\_\_\_\_\_  
Date

FREE PUBLIC LIBRARY OF MIDDLETOWN  
BOARD OF TRUSTEES

  
\_\_\_\_\_  
William Bucco, MTPL Board President

  
\_\_\_\_\_  
James VanNest, MTPL Board Trustee

  
\_\_\_\_\_  
Kim Rinaldi, MTPL Library Director

  
\_\_\_\_\_  
Date

**ATTACHMENT "A"**

**REBUTTAL STATEMENT**

(All parts of this form must be completed)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

This rebuttal statement is submitted in response to the document placed in my file dated: \_\_\_\_\_

To the best of my knowledge, all of the facts and information submitted to the Library on this form are true, accurate and complete.

The witnesses to the incident are (if none, indicate "none"):

My statement is as follows:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date