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THIS BOOK AND  
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AGREEMENT BETWEEN THE  
TRENTON FREE PUBLIC LIBRARY

TRENTON, NEW JERSEY

AND

LOCAL 2286, AMERICAN FEDERATION

OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL/CIO

1985-87

Institute of Management  
Labor Relations  
AUG 1 1985  
RUTGERS UNIVERSITY

✓ January 1, 1985 - December 31, 1985

PREAMBLE

THIS AGREEMENT is lawfully made and entered into this first day of January, 1985, by and between:

THE TRENTON FREE PUBLIC LIBRARY, TRENTON, NEW JERSEY  
hereinafter referred to as "Library",

and:

LOCAL 2286, AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFT/CIO, hereinafter called the  
"Union".

WITNESSETH:

WHEREAS, the provisions of this Agreement shall become effective on  
January 1, 1985.

WHEREAS, the parties of this Agreement attest that they shall abide  
by all its terms and provisions as set forth below. It is the intention of both  
the Library and the Union that this Agreement is to be construed within the frame-  
work of the policies enunciated in Chapter 123, of the Laws of 1968, N.J.S.A.  
34:13A-1 et seq. and in harmony with the New Jersey Civil Service law, rules and  
regulations.

WHEREAS, the Union has presented proof that it represents a majority of  
the Library's employees in an appropriate negotiating unit as provided by N.J.S.A.  
34:13A-5.3; and

WHEREAS, the Library and the Union have conducted negotiations in good  
faith with respect to grievances, and terms and conditions of employment.

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

Section 1.01

The Library recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include.

Section 1.02

The Library and the Union agree that they shall not interfere with the right of any employee to join the Union, if he so desires, or to refrain from Union membership, and the Library and the Union shall not discriminate against any employee because of his membership or nonmembership in the Union.

ARTICLE II

MANAGEMENT OF THE LIBRARY'S AFFAIRS

Section 2.01

The employees recognize that areas of responsibility must be reserved to the Library to serve the public effectively. Therefore, the right to manage the affairs of the Library and to direct the working forces and operations of the Library subject to the limitations of this Agreement, is vested and retained by the Library exclusively.

Section 2.02

The management and the conduct of the business of the Library and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees,

to designate into a job classification, assign, transfer and promote them, to discipline, order and efficiency consistent with the Rules and Regulations of the Civil Service Commission. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

### ARTICLE III

#### DEDUCTION OF DUES

##### Section 3.01

Upon receipt of a lawfully executed written authorization from an employee, the Trenton Free Public Library agrees to deduct the regular monthly Union dues of such employee from his paycheck and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union shall notify the Library in writing thirty (30) days prior to any change in such dues. The Union recognizes that the employee's dues authorization shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of his employment. The employee may file the notice of withdrawal in writing to the Library any time between July 1 and July 15 during the life of this Union Agreement.

Deduction per employee's request toward People's Program is approved per NJPL: 1981, Chap. 345.

Section 3.02

Any employee in the Bargaining Unit on the effective date of this Agreement (January 1, 1982) who does not join the Union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five per cent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision.

**Part-time employees working 10 hours or less a week are exempt from paying the representation fee.**

PAY SCALES

Section 4.01

The pay scales for all employees covered by this agreement shall be as set forth below, and in Appendix A:

1985 - \$900  
1986 - \$900  
1987 - 5%

Section 4.02

1985 - Increments shall be granted in addition to negotiated raise.

1986 - Effective July 1, 1986, increments will be earned on the basis of merit.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.01

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The aggrieved employee, with or without the union steward, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward and the aggrieved employee within three (3) work days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the director of the Library within five (5)

days after the supervisor's response is due. The director shall conduct a hearing within five (5) days after the receipt of such grievance. At this hearing the aggrieved employee may appear with the Union representative. The director will render a decision, in writing, within three (3) days after the conclusion of the hearing.

Step 3. If the grievance still remains unadjusted, it shall be presented to the next regular meeting of the Library Board of Trustees, in writing within five (5) work days after the response of the director is due. The Board or a Committee thereof, shall conduct a hearing within ten (10) work days after the receipt of the appeal. At this hearing the aggrieved employee will appear with the Union representative and president. The Board shall render a decision, in writing, within three (3) work days after the conclusion of the hearing.

Step 4. If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Board of Trustees is due, by written notice to the director of the Library proceed to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the New Jersey Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The

Union shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge to the other party and to the arbitrator.

#### ARTICLE VI

#### UNION STEWARDS AND UNION REPRESENTATION

##### Section 6.01

A written list of Union officials and stewards shall be furnished to the Library immediately after their designation and the Union shall notify the Library promptly of any changes of such Union stewards or officers.

##### Section 6.02

The recognized stewards shall be granted a reasonable amount of time during working hours without loss of pay to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. A steward shall not leave his work without obtaining the permission of his immediate supervisor, whose permission shall not be unreasonably withheld.



Section 6.03

Representatives of the Union, who are not employees of the Library, shall be permitted to visit with employees during working hours for the purpose of discussing Union representation matters. Such representatives shall notify the Library Director or his designees before visiting with the employee.

ARTICLE VII

DISCRIMINATION

Section 7.01

The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, color, creed, or national origin. The Union shall share equally with the Library the responsibility for applying this provision of the Agreement.

Section 7.02

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be constructed to include male and female employees.

Section 7.03

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restrain, or coercion.

Section 7.04

There shall be no discrimination between permanent or temporary employees in regards to any provision of this Agreement.

ARTICLE VIII

EMPLOYMENT SECURITY

Section 8.01

Neither the Library nor its agents shall take any summary disciplinary action against any employee, except where the employee refuses to act upon a direct working order, especially in cases where the supervisors' ability to carry out his job is severely questioned or endangered or except where violence, and/or health and safety of himself or other employees may be involved.

Section 8.02

Any disciplinary action, either verbal or written shall be done in private meetings. At no time will an employee be subjected to verbal abuse in public.

Section 8.03

There shall be a three (3) day "cooling-off" period following the incident which may require disciplinary action, after which time the Employer shall serve on the employee and/or the Union a written notice of the intended disciplinary action and set the date of the hearing notifying the employee and the Union of the time and place.

ARTICLE IX

SENIORITY

Section 9.01

Seniority standing shall be granted to all employees.

Section 9.02

Employment seniority shall consist of accumulated employment with the Library. Position or title seniority begins from the time the employee is certified to that Civil Service position or titles by the New Jersey Civil Service Commission.

Section 9.03

The agreed to seniority list shall be brought up to date on July 1st and January 1st of each year and posted on bulletin boards. Such lists shall contain dates of hire, the employee's classification and the number of vacation, sick days, and compensatory hours earned. A copy of all seniority lists shall be sent by mail to the President of the Union. The Library shall make every effort to insure that seniority lists are posted on bulletin boards no later than July 15 and January 15 of each year.

Section 9.04

On temporary appointments to higher titles, all other things being reasonably equal, seniority in title will prevail.

Section 9.05

Notice of all vacancies shall be posted on employee bulletin boards. Notices shall be posted for a period of 5 working days. Newly created positions or vacancies are to be posted in the following manner: the type of work, place of work, rate of pay, hours of work, and classification.

ARTICLE X

HOURS OF WORK

Section 10.01

The regular work week shall consist of thirty-five (35) hours per week, exclusive of lunch and dinner hours.

Section 10.02

For all work performed after thirty-five (35) hours employees shall be granted 1-1/2 compensatory time off. Also, 1-1/2 time pay for all work performed after 40 hours or on the sixth paid day worked, and double time for all hours worked on the seventh paid day worked.

Section 10.03

No compensatory time shall be authorized unless approved by the employee's supervisor. In granting the use of accrued compensatory time, reasonable requests shall be granted.

Section 10.04

If sufficient employees are not available for necessary overtime after volunteers are requested by the supervisor according to seniority, then overtime will be assigned by the supervisor on the basis of least seniority first until sufficient staff is available to the supervisor.

ARTICLE XI

WORK RULES

Section 11.01

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE XII

EMPLOYEE SAFETY AND HEALTH

Section 12.01

The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any necessary equipment and supplies needed in order to insure their safety and health. The Employer shall meet upon request to discuss matters of employee's health and safety.

Section 12.02

Two (2) rest periods per day shall be granted to all full-time employees during their work day. One (1) fifteen (15) minute rest period in the first half day; one (1) fifteen (15) minute rest period in the second half of the same day. One (1) fifteen (15) minute rest period per four (4) continuous hours worked shall be given to all part-time employees.

Section 12.03

All full-time employees shall be granted a one (1) hour lunch schedule per day.

Section 12.04

The Library will distribute the proper accident forms for use by its employees who are present at the time of an accident. A policy statement regarding accidents will be made available to employees.

Section 12.05

The employer agrees to provide adequate air conditioning or ventilation for all departments and branches in the summer. If the air conditioning fails to operate, with no chance of being fixed, and the inside temperature rises higher than 85 degrees, the employees assigned to the affected departments or branches will be relocated to other places, assigned to those duties which they may perform out of the office, or shall be reassigned to other offices.

The employer agrees to provide heat in the winter, and if the heating system fails to work and the temperature falls below 60 degrees, the employees of the affected department or branch will be relocated, assigned to duties which may be performed outside the office, or be reassigned to other offices.

Employees who cannot be relocated or assigned to duties appropriate to their titles in other departments may be released for the day, with pay.

Within (1) hour after reaching the above mentioned temperatures, a decision must be reached by the Director or his representatives to relocate or send employees home.

ARTICLE XIII

CLASSIFICATION AND JOB DESCRIPTIONS

Section 13.01

The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of this Agreement.

Section 13.02

Employees who are assigned work of similar difficulty and responsibility, requiring similar skills shall be classified in the same position title and salary scale in accordance with the Rules and Regulations of the New Jersey Civil Service Commission.

Section 13.03

Employees temporarily assigned to higher titles will be credited for each day worked and after a total of ten (10) days, the employee will then be paid wages of the higher title. Employees working for ten (10) days straight will receive the higher salary after completion of these days. January 1st of each year will be the start for compiling of working out of title in a higher wage rate.

Section 13.04

If during the term of this Agreement the Employer finds that new job descriptions and/or classifications should be established or that changes should be made in existing job descriptions and/or classifications, the Library shall meet with the Union at least thirty (30) days prior to any such changes, and further, the Library agrees to meet prior to such changes with representatives of the Union to discuss the purposes and effect of any such changes in job descriptions and/or classifications.

Section 13.05

To provide incentive for advancement within the job titles as well as to highest job titles, the Library shall encourage employees to pursue formal courses of training or education and in-service-training. For the former, flexibility in assignment of schedule in keeping with maintenance of high standards of Library services shall be observed. For the latter, time spent in attendance of in-service-training shall be considered part of the work schedule.

Section 13.06

When a promotional examination for a vacancy is scheduled by the New Jersey Civil Service Commission, all staff members eligible for the examination shall be notified by the Library. For all newly created titles, the Union shall be notified and classifications and salaries negotiated.

ARTICLE XIV

SICK LEAVE

Section 14.01

The employer shall grant the following sick leave for full-time employees.

- |                                       |   |
|---------------------------------------|---|
| a. Up to one year service             | $1\frac{1}{4}$ working day for each month |
| b. After one calendar year of service | 15 working days per year<br>in advance    |

Section 14.02

The employee shall accumulate sick days from year to year indefinitely.

Section 14.03

An employee who shall be absent on sick leave after three or more consecutive working days may be required to submit medical evidence substantiating the illness.



Section 14.04

The employee if absent for reasons that entitle him or her to sick leave, shall notify his supervisor, within a reasonable time, of the working day he or she is reporting off.

Section 14.05

Sick leave for permanent part-time personnel will be figured on a pro-rated basis.

Example:

Should an employee work 40 hours in a two-week period. If full-time, the employee would work 70 hours in a two-week period. To find the employee's sick time:

$\frac{40}{70} \times *105 = 60$  hours of sick leave may be earned in one year or 5 hours per month earned. \*7 hours x 15 days per year.

Section 14:06 - Unused Sick Leave at Retirement

A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned or unused accumulated sick leave, shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000.00.

This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death, or as may be elected by the employee deferred for one (1) year.

If an employee's accumulated sick leave plus sick leave used in the 12 months prior to retirement has a value exceeding the maximum under this plan, then the full value of days used in excess of fifteen (15) days in that 12 month period will be subtracted from the payment at retirement.

ARTICLE XV

VACATIONS

Section 15.01

Full-time professional staff shall be granted a 20 working day paid vacation per annum; after 20 years 22 days shall be granted. Up to one year, 1-2/3's day for each month will be granted.

Section 15.02

Full-time non-professional staff will be granted vacation on the following schedule:

- |                          |                      |
|--------------------------|----------------------|
| a. Up to one year        | 1 day for each month |
| b. one year thru 7 years | 15 days              |
| c. 8 thru 20 years       | 20 days              |
| d. after 20 years        | 22 days              |

Section 15.03

The Library agrees to allow the employee to accumulate no more than two years of vacation time; anything over two years of accumulation must be approved in writing by the Director.

Section 15.04

Seniority of appointment and position shall have preference in determining when vacation time will be taken. In computing vacation allowance January 1st to December 31st shall be used for computing vacation.

Section 15.05

If a holiday shall fall while employee is on vacation: One (1) day for each holiday shall be granted in addition to vacation time to employee involved.

Section 15.06

Vacations for permanent part-time personnel will be figured on a pro-rated basis.

Example:

Should an employee work 40 hours in a two-week period. If full-time the employee works 70 hours in a two-week period. To find the employee's vacation time, after one year:  $\frac{40}{70} \times 105^* = 60$  hours of vacation leave may be earned in one year or 5 hours per month earned. \*7 hours x 15 days vacation per year.

15.07

All employees who retire under the provisions of the New Jersey Public Employees' Retirement System shall be paid for unused vacation time which they would have utilized during the year in which they retire.

ARTICLE XVI  
HOLIDAYS AND PERSONAL LEAVE DAYS

Section 16.01

The paid holidays recognized and observed in this agreement are set forth in Appendix B.

The Employer agrees to provide five (5) personal leave days per year to every full-time employee, for the duration of this contract. Those employees who work less than full-time will have their Personal Leave days pro-rated. Employees shall notify their supervisor in advance of the time when they wish to take their personal days.

All employees at retirement shall be paid for all unused personal leave which they could have utilized during the year in which they retire.

Section 16.03

The Library agrees that when a holiday is declared by the Mayor for City, the library employees shall have that day off.

Section 16.04

Holiday pay will apply to all employees. For permanent part-time professional and non-professional employees, it will be paid on the basis of the employee's scheduled hours so that the individual is paid for his normally scheduled work week.

Section 17.01

Funeral - Employees shall be granted a leave with pay for the death in their immediate family. Immediate family is defined to include: spouse, mother, father, sister, brother, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, or any relative of the employee's immediate household. The leave shall be from the date of the death to the second working day after the date of burial.

Employees shall be granted a one day with pay for death of employees' or spouse's aunt, uncle, niece or nephew. (This time is not chargeable.)

Section 17.02

Sick Leave Without Pay - permanent employees may request in writing a leave of absence without pay while temporarily either mentally or physically incapacitated to perform their duties. Such leave may be granted by the employer for periods of six months each, but not to exceed a total of two years.

Section 17.03

Maternity - a permanent employee while on maternity leave may use their earned and accumulated sick leave and an additional nine months leave of absence

without pay, when approved in writing by

Section 17.04

Union Convention - Leave with pay will be granted to Union Officers or Delegates to Union Institutes, Educational Conferences or Conventions. Upon written request from the Union for a total of fifteen (15) working days per year. All unused time to be carried over from year to year, but not to exceed a total of (20) twenty days on December 31st of each year.

Section 17.05

Work-related Injury - An employee with an injury resulting from the performance of duty shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) year from the date of injury.

Section 17.06

Jury Duty - an employee shall be granted a leave of absence with pay to serve on any jury.

Section 17.07

Military Service - any employee who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity not to exceed thirty (30) days in any calendar year.

Any employee who is drafted into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence, without pay for the initial requirement period of military service.

Employees returning from authorized leaves of absence as set forth above, shall be restored to their original classification at the (then appropriate rate of pay) with no loss of seniority or other employee rights.

Section 17.08

Professional staff who are members of a professional association shall be permitted to attend at least one meeting per year of each association with pay.

Section 18.01

The Library agrees to provide fully paid Blue Cross and Blue Shield Rider J as well as major medical coverage, or any new Blue Cross and Blue Shield plan which may be negotiated, or to provide equivalent or better health benefits coverage through a self-insurance program or independent carrier, as well as major medical coverage, or an amount equivalent for employees choosing the Health Maintenance Optional Plan, to every full-time employee and part-time employees working to a minimum of 20 hours per week.

Section 18.02

The Library agrees to provide retirement benefits in accord with applicable New Jersey Statutes.

Section 18.03

The Library, through the City, shall provide a \$2.00 deductible prescription plan for the employee and his family.

The Library agrees to provide the same deductible prescription plan to all eligible pensioners and their dependents, who retire after 25 years of service, or who leave on disability.

Section 18.04 - Health Plans

Dental: The Library will provide a Dental Plan funded equally by itself and the employee, through the City. Freedom of choice must be offered the employee in designating use of his/her own dentist, or a provider under a prepaid contract arranged by the City.

Optical: The Library will provide an Optical Plan on the same basis as the City; i.e. \$35 fee for single lens and \$40 for bi-focals.

Section 18.05 - Sick Leave Bank

Effective January 1, 1986, a sick leave bank will be created.

Each employee who has been employed by the Library for two (2) years or more may contribute to the voluntary sick leave bank two (2) days per year. The Library will contribute 1/2 day for each day contributed by employees each year. Total sick leave bank accumulations shall not exceed 200 days. The Central Office shall maintain a record of contributions and withdrawals from the sick leave bank and forward a report to the Union at least twice a year. Participating employees may claim days from the bank only after all their personal sick leave, vacation, compensatory and personal time is exhausted. Claims may not be made against the bank for illness or injury resulting from a job connected condition which is being treated under a Worker's Compensation Claim. Child bearing is not considered to be an illness under the terms of this Agreement.

No employee may claim more than sixty (60) days from the bank during any calendar year. Once an employee has used a total of sixty (60) days during any twelve (12) month period, he or she is not eligible for further withdrawals from the bank for a period of twelve (12) months of continuous service. An employee may present a claim only in cases of absences which involve a minimum of five (5) consecutive working days after using all of his/her own accumulated leave time. No partial days may be claimed.

The sick leave bank committee shall consist of one person from the Library and one from the Union and one personally mutually agreed upon by both parties.

Upon presenting a claim to the sick leave bank, the employee or his designated representative must present a medical certificate signed by a licensed doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The Library reserves the right to employ its own doctor to render an independent judgement.

#### Section 18.06 - Clothing Allowance

The employer shall convey to every blue collar employee, and to all appropriate employees on a replacement basis thereafter, the following:

##### Blue Collar

Three summer shirts  
Three summer pants  
Two winter pants  
Two winter shirts  
One short jacket ; one long jacket (winter)  
One pair of work shoes (as appropriate)  
Three tee shirts may be substituted for each summer shirt surveyed

In addition, the employer will provide blue collar employees, whose duties require that they work outdoors in the rain, foul weather gear, specifically, a rain suit consisting of jacket and pants, a rain hat, and boots. Because of the longer life of these items, they will not be surveyed in the same manner as uniforms, but will be replaced as needed. The foul weather gear is the property of the Employer and must be returned to the Employer at the time the employee terminates.

ARTICLE XIX

LONGEVITY

Section 19:01 - Longevity

Effective January 1, 1985, the longevity scheduled shall be as follows:

	<u>1985</u>	<u>1986</u>	<u>1987</u>
(a) After five years of service	\$ 325	\$ 375	\$ 400
(b) After ten years of service	525	575	600
(c) After fifteen years of service	1,225	1,275	1,300
(d) After twenty years of service	1,425	1,475	1,500
(e) After twenty-five years of service	1,625	1,675	1,700
(f) After thirty years of service	1,825	1,875	1,900
(g) After thirty years of service, \$200 will be added for every five years of service beyond the thirty years.			



Section 19.02

- A. Longevity: Extra pay for long service.
- B. Continuous Service: Uninterrupted employment service with the Trenton Free Public Library. Resignations, terminations, or lay-offs for economy reasons for one full year are considered breaks in service and are not counted in determining continuous service.
- C. Seasonal Employment: Employment of short duration usually for the Summer or Fall.
- D. Unit of Entitlement: For each 5 full years of continuous service employee receives 1 unit of entitlement as noted in the Longevity Plan above, for 10 full years of service employee receives 2 units of entitlement, for 15 full years of service employee receives 3 units of entitlement, etc.
- E. Full-Time Permanent Employee: Employee in the Classified Service on full-time employment certified by the Civil Service Department.
- F. Full-Time Temporary Employee: Employee either in the Clasified or Unclassified service on full-time employment not certified by the Civil Service Department.
- G. Lay-Off for Economy Reasons: Employee laid-off from Permanent position certified by Civil Service Department because of lack of funds to retain position on the City payroll.
- H. Termination: Employee released from employment for any of the following reasons:
  - a. Discharged for disciplinary reasons.
  - b. End of Seasonal employment.
  - c. End of Temporary employment.

- I. Resignation: Employee voluntarily terminates himself from employment.
- J. Calendar Year: Period beginning January 1 and ending December 31 of any year.
- K. Part-Time Employment: Any employee who works less than full-time for any reason.

Section 19.03

- A. All full-time employees of the Trenton Free Public Library are eligible for longevity payments commensurate with years of continuous City service. Part-time employees who come under the Civil Service jurisdiction and pension program and who work a regular weekly schedule shall be entitled to longevity benefits on a pro-rated basis."
- B. Employment service with the Trenton Free Public Library, ONLY, i.e., employment service with the City of Trenton, Board of Education, the Housing Authority or any other level of government is not counted for longevity benefits.
- C. However, if seasonal employment is converted into regular employment without interruption then this service will be counted toward continual service.
- D. If during a calendar year, an employee becomes eligible for longevity either for the first time or for subsequent units of entitlement; his payment will begin on his anniversary date.
- E. Continuous service is defined as unbroken employment for the Trenton Free Public Library. Employees who quit or are terminated then return to work are considered broken-service employees and are entitled to be paid for unbroken-service only. Employee's service is deemed broken-service when he is continuously on

involuntary lay-off, for economy reasons, for a period exceeding 1 year. Periods of employee involuntary lay-off for economy reasons of less than 1 year continuously are not considered broken-service periods and are counted in determining employee eligibility.

- F. Employees who were on Leave of Absence to serve in the Armed Forces of the United States after attaining a permanent certified position plus military service, provided, however:
1. Employee was drafted and returned to work for the City within 90 days of his separation from military service.
  2. Employee enlisted to fulfill his military obligation and returned to work for the City within 90 days of separation from military service.
  3. Employee who re-enlists after being drafted or initial enlistment to fulfill military obligation, entitlement shall be determined by the Department of Administration after examining all the circumstances at the time of re-enlistment.
- G. When a full time employee (permanent status) terminates, he is eligible for full payment of longevity entitlement for the entire year even when he terminates prior to the year's end.

## ARTICLE XX

### STRIKES AND OTHER JOB ACTION

#### Section 20.01

The union membership recognizes and acknowledges the existing state of the law in the State of New Jersey including Chapter 303 relating to the rights of public employees to strike.

Section 20.02

The Union will not authorize or sanction any strike or job action during the term of this Agreement. In the event of a "wildcat strike" the Union will endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein.

ARTICLE XXI

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL  
AND RULES AND REGULATIONS

Section 21.01

The management and the conduct of the business of the City and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to designate into a job classification, assign, and promote them, to discipline, order and efficiency consistent with the Rules and Regulations of the Civil Service Commission and this Agreement. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXII

APPLICABLE LAWS

Section 22.01

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions there-  
to, except as specifically permitted thereby.

ARTICLE XXIII

GENERAL PROVISIONS

Section 23.01

Bulletin boards shall be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

Section 23.02

It is understood and agreed that if any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of the Agreement affected by such decisions.

Section 23.03

It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

Section 23.04

The Library shall make available to all present and future employees, copies of this Agreement.

ARTICLE XXIV

TERMINATION

Section 24.01

This Agreement shall be effective as of the 1st day of January, 1985 and shall remain in full force and effect until the 31st day of December 1987. Negotiations shall begin no later than thirty (30) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and until the notice of Termination in writing of this Agreement is provided to the other party.

Section 24.02

All benefits currently enjoyed by employees covered by this agreement, shall continue in full force and effect during the life of the agreement, except to the extent that they may be modified or improved by the specific provisions of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused these Presents to be signed by their proper officers and attested to on the

31 day of July 1985.

ATTESTED:

Harold L. Thompson, Jr.

TRENTON FREE PUBLIC LIBRARY

Adrienne M. Hoyle

ATTESTED:

William L. Boy

LOCAL 2286, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

Edward C. Beck

SALARY SCHEDULE - TREMONTON CITY LIBRARY  
UNION BARGAINING GROUP

	Inc. Amt.	Start Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bldg. Serv. Foreman M/W:Low Pressure Lic.	463	14,733	15,196	15,659	16,122	16,585	17,048	17,511
Bldg. Maint. Worker P/T - Libby	0	6,551	0	0	0	0	0	0
Bldg. Maint. Worker - Libby	351	11,092	11,443	11,794	12,145	12,496	12,847	13,198
Bldg. Serv. Worker - Libby	298	10,851	11,149	11,447	11,745	12,043	12,341	12,639
Book Repairer - Libby	335	10,746	11,081	11,416	11,751	12,086	12,421	12,756
Clerk Typist - Libby	388	11,755	12,143	12,531	12,919	13,307	13,695	14,083
Guard - Libby	368	11,268	11,636	12,004	12,372	12,740	13,108	13,476
Jr. Library Asst.	345	11,716	12,061	12,406	12,751	13,096	13,441	13,786
Junior Librarian	592	15,947	16,539	17,131	17,723	18,315	18,907	19,499
Library Trainee	381	13,287	13,668	14,049	14,430	0	0	0
Sr. Book Repairer - Libby	368	11,081	11,469	11,817	12,185	12,553	12,921	13,289
Senior Librarian	653	17,162	17,850	18,468	19,121	19,774	20,427	21,080
Sr. Bldg. Maint. Worker - Libby	389	12,559	12,948	13,337	13,726	14,115	14,504	14,893
Sr. Libby. Asst.	393	12,808	13,201	13,594	13,987	14,380	14,773	15,166

1986  
SALARY SCHEDULE - TRENTON CITY LIBRARY  
UNION BARGAINING GROUP

	Inc. Amt.	Start Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bldg. Serv. Foreman M/W:Low Pressure Lic.	463	15,633	16,096	16,996	17,022	17,485	17,948	18,411
Bldg Maint. Worker P/T-Liby	0	7,451	0	0	0	0	0	0
Bldg. Maint. Worker-Liby	351	11,992	12,343	12,694	13,045	13,396	13,747	14,098
Bldg. Serv. Worker-Liby	298	11,751	12,049	12,347	12,645	12,943	13,241	13,539
Book Repairer-Liby	335	11,646	11,981	12,316	12,651	12,986	13,321	13,656
Clerk Typist-Liby	388	12,655	13,043	13,431	13,819	14,207	14,595	14,983
Guard-Liby	368	12,168	12,536	12,904	13,272	13,640	14,008	14,376
Jr. Library Asst.	345	12,616	12,961	13,306	13,651	13,996	14,341	14,686
Junior Librarian	592	16,847	17,439	18,031	18,623	19,215	19,807	20,399
Library Trainee	381	14,187	14,568	14,949	15,330	0	0	0
Sr. Book Repairer-Liby	368	11,981	12,369	12,717	13,085	13,453	13,821	14,189
Senior Librarian	653	18,062	18,750	19,368	20,021	20,674	21,327	21,980
Sr. Bldg. Maint. Worker-Liby	389	13,459	13,848	14,237	14,626	15,015	15,404	15,793
Sr. Library Asst.	393	13,708	14,101	14,494	14,887	15,280	15,673	16,066



1987

SALARY SCHEDULE - TRENTON CITY LIBRARY  
UNION BARGAINING GROUP

	Inc. Amt.	Start Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bldg. Serv. Foreman M/W:Low Pressure Lic.	486	16,415	16,901	17,387	17,873	18,359	18,845	19,330
Bldg. Maint. Worker P/T-Liby	0	7,824	0	0	0	0	0	0
Bldg. Maint. Worker-Liby	369	12,592	12,961	13,330	13,699	14,068	14,437	14,806
Bldg. Serv. Worker-Liby	313	12,339	12,652	12,965	13,278	13,591	13,904	14,217
Book Repairer-Liby	352	12,228	12,580	12,932	13,284	13,636	13,988	14,340
Clerk Typist-Liby	407	13,288	13,695	14,102	14,509	14,916	15,323	15,730
Guard-Liby	386	12,776	13,162	13,548	13,934	14,320	14,706	15,092
Jr. Library Asst.	362	13,247	13,609	13,971	14,333	14,695	15,057	15,419
Junior Librarian	622	17,689	18,311	18,933	19,555	20,177	20,799	21,421
Library Trainee	400	14,896	15,296	15,696	16,096	0	0	0
Sr. Book Repairer-Liby	386	12,580	12,966	13,352	13,738	14,124	14,510	14,896
Senior Librarian	686	18,965	19,651	20,337	21,023	21,709	22,395	23,081
Sr. Bldg. Maint. Worker-Liby	408	14,132	14,540	14,948	15,356	15,764	16,172	16,580
Sr. Library Asst.	413	14,393	14,806	15,219	15,632	16,045	16,458	16,871

FREE PUBLIC LIBRARY  
OF THE  
CITY OF TRENTON, N.J.1985 Holidays

Day before New Year's	Monday, December 31, 1984
New Year's Day	Tuesday, January 1, 1985
Martin Luther King's Birthday	Monday, January 14, 1985
President's Day	Monday, February 18, 1985
Good Friday	Friday, April 5, 1985
Memorial Day	Monday, May 27, 1985
Independence Day	Thursday, July 4, 1985
Labor Day	Monday, September 2, 1985
Columbus Day	Monday, October 14, 1985
Election Day	Tuesday, November 5, 1985
Veterans' Day	Monday, November 11, 1985
Thanksgiving Day	Thursday, November 28, 1985
Day after Thanksgiving Day	Friday, November 29, 1985
Christmas	Wednesday, December 25, 1985

1986 Holidays

New Year's Day	Wednesday, January 1, 1986
Martin Luther King's Birthday	Monday, January 20, 1986
President's Day	Monday, February 17, 1986
Good Friday	Friday, March 28, 1986
Memorial Day	Monday, May 26, 1986
Independence Day	Friday, July 4, 1986
Labor Day	Monday, September 1, 1986
Columbus Day	Monday, October 13, 1986
Election Day	Tuesday, November 4, 1986
Veteran's Day	Tuesday, November 11, 1986
Thanksgiving Day	Thursday, November 27, 1986
Day after Thanksgiving	Friday, November 28, 1986
Christmas Day	Thursday, December 25, 1986
Day after Christmas	Friday, December 26, 1986

1987 Holidays

New Year's Day	Thursday, January 1, 1987
Day after New Year's	Friday, January 2, 1987
Martin Luther King's Birthday	Monday, January 19, 1987
President's Day	Monday, February 16, 1987
Good Friday	Friday, April 17, 1987
Memorial Day	Monday, May 25, 1987
Independence Day	Friday, July 3, 1987
Labor Day	Monday, September 7, 1987
Columbus Day	Monday, October 12, 1987
Election Day	Tuesday, November 3, 1987
Veterans' Day	Wednesday, November 11, 1987
Thanksgiving Day	Thursday, November 26, 1987
Day after Thanksgiving	Friday, November 27, 1987
Christmas	Friday, December 25, 1987