

AGREEMENT

Between

Edison Township Library

And

AFSCME Local 2204-1 (Non-MLS Staff)

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO COUNCIL#63

JANUARY 1, 2023 DECEMBER 31, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1	2
RECOGNITION	2
ARTICLE 2	3
DUES CHECK OFF	3
ARTICLE 3	5
MANAGEMENT RIGHTS	5
ARTICLE 4	6
PROBATION	6
ARTICLE 5	7
NO STRIKE PLEDGE	7
ARTICLE 6	8
NON-DISCRIMINATION	8
ARTICLE 7	9
WORK SCHEDULE	9
ARTICLE 8	11
UNIFORMS	11
ARTICLE 9	12
PERFORMANCE REVIEWS	12
ARTICLE 10	13
LUNCH PERIODS AND REST PERIODS	13
ARTICLE 11	14
SAFETY	14
ARTICLE 12	15
GRIEVANCE PROCEDURE	15
ARTICLE 13	17
SENIORITY	17
ARTICLE 14	18
JOB POSTING	18
ARTICLE 15	19
BEREAVEMENT LEAVE	19
ARTICLE 16	21
JURY DUTY	21
ARTICLE 17	22
FEDERAL FAMILY LEAVE ACT	22
ARTICLE 18	24
NEW JERSEY FAMILY LEAVE	24
ARTICLE 19	26

MILITARY LEAVE	26
ARTICLE 20	27
SICK LEAVE	27
ARTICLE 21	29
SEPARATION FROM SERVICE	29
ARTICLE 22	30
UNION LEAVE	30
ARTICLE 23	31
LEAVE OF ABSENCE WITHOUT PAY	31
ARTICLE 24	32
OCCUPATIONAL INJURY	32
ARTICLE 25	33
LABOR MANAGEMENT MEETINGS	33
ARTICLE 26	34
UNION REPRESENTATIVES.....	34
ARTICLE 27	35
CALL BACK PAY.....	35
ARTICLE 28	36
ACCESS TO PERSONNEL FOLDERS	36
ARTICLE 29	37
RULES AND REGULATIONS.....	37
ARTICLE 30	38
BULLETIN BOARDS	38
ARTICLE 31	39
DISCHARGE AND DISCIPLINE.....	39
ARTICLE 32	40
HOLIDAYS	40
ARTICLE 33	42
VACATIONS.....	42
ARTICLE 34	44
HEALTH INSURANCE	44
ARTICLE 35	45
SALARIES.....	45
ARTICLE 36	Error! Bookmark not defined.
LAYOFFS AND FURLOUGHS	Error! Bookmark not defined.
ARTICLE 37	46
MISCELLANEOUS.....	46
ARTICLE 38	48
SAVINGS CLAUSE	48

ARTICLE 39	49
FULLY BARGAINED PROVISION.....	49
ARTICLE 40	50
TERM AND RENEWAL	50

PREAMBLE

This agreement is entered into by and between the Edison Township Public Library, in the County of Middlesex, New Jersey, hereinafter referred to as the "Library," "Management," or the "Employer" and Local 2204-1 of the American Federation of State, County and Municipal Employees, AFL-CIO, Council #63, hereinafter called the "Union".

The Library endorses the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the library, acting through the Library Director, to retain the right effectively to operate in a reasonable and efficient manner consistent with the paramount interest of the Library.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Library by the Statutes of the State of New Jersey. It is the intention of this Agreement to provide, where not otherwise mandated by statutes or ordinances, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interference with efficient operations of the Library, and to provide an orderly and prompt method for handling and processing grievances.

ARTICLE 1
RECOGNITION

- 1) The Library recognizes the Union as the sole exclusive collective bargaining agent under N.J.S.A. 34:13A-5.3 with regard to rates of pay, hours of work and other conditions of employment for an appropriate bargaining unit consisting of the permanent part-time and full-time employees in the following job classifications:
 - a) Principal Library Assistant
 - b) Library assistant
 - c) Senior Library Assistant
 - d) Supervising Library Assistant
 - e) Buildings & Grounds Supervisor
 - f) Senior Library Assistant /Bookmobile Driver
 - g) Library Assistant/Bookmobile Driver
 - h) Library Associate
 - i) Courier
 - j) Custodian
 - k) Senior Computer Service Technician
 - l) Computer Service Technician.

- 2) Whenever new classifications or changes in classifications are contemplated for positions within the Library, the Library shall notify the Union and upon request shall negotiate with the Union concerning terms and conditions of employment, including salaries for any such new or changed classifications. In the event the Employer and the Union are unable to agree as to additions or deletions of classifications to the unit, the issue shall be submitted to the Public Employment Relations Commission for determination as provided for by law.

- 3) The title "Union/Employee" shall be defined to include the plural and singular, and to include males as well as females, as well as all employees identified in the recognition clause, whether full dues paying members of the Union or not.

ARTICLE 2
DUES CHECK OFF

- 1) The Library is authorized to deduct dues for the Union from the salaries of its employees subject to this Agreement who authorize it in advance in writing. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

- 2) The Union shall provide all necessary dues check-off authorization forms and secure the signatures of its members on said forms before delivering the signed forms to the Library Director, as provided by N.J.S.A. 52:14-15(e) as amended.

- 3) If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Library written notice at least thirty (30) days prior to the effective date of such change.

- 4) The Union shall indemnify, defend and save the Library harmless against any and all claims, judgments, demands, suits, orders or other forms of liability that may arise out of or by reason of action taken or not taken by the Library and / or Town as a result of such salary deductions for Union dues.

- 5) Dues deducted by the Library shall be transmitted to the designated Union official of the American Federation of State, County and Municipal Employees, AFL-CIO, Council #63, AFL-CIO. The Library agrees to provide the Union, on a monthly basis, a complete up to date electronic listing of all employees covered by this contract. Such listing shall be in Excel format and include the employee's name, job classification, home address, employment status, membership status and the amount of the dues deducted as it appears in the Library's records. For the purposes of the deduction of dues only, any member working 40 or fewer hours, but more than 20 hours, shall be considered a full time member. Any member working less than 20 hours but more than 12 hours per week shall be considered a part-time member, and any member working less than 12 hours per week shall be

considered a lower part-time member.

- 6) The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose only such information to its officials and representatives whose duties require such access. The Library shall provide the Union with a list of departmental codes in order to identify the departments on the electronic listing.

- 7) In the event that State or Federal law rules this clause or similar clauses to be invalid, the Board of Trustees shall be held harmless for complying with the terms of this Article 2.

ARTICLE 3
MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Library Board to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities. The Library shall retain the prerogatives and authority, which the Library Board has not officially abridged, delegated, or modified in the Agreement.

ARTICLE 4
PROBATION

- 1) All newly hired employees in the classified service shall be subject to a working test (probationary) period of six months.

- 2) The purpose of said working test period is to enable the Library to evaluate the employee's work performance, suitability for the position, and conduct in order to determine whether the employee merits permanent employment status. Unsatisfactory work performance/ attendance during the working test period shall be deemed just cause for termination.

- 3) If, at any time during or at the end of the working test period, the conduct and/ or performance of the employee is determined by the Library to be unsatisfactory, the Library may terminate the employee.

ARTICLE 5
NO STRIKE PLEDGE

During the term of this Agreement, the Union agrees there will be no work slowdown, work stoppage, walkout strike or job action of any kind and the Library agrees it will not cause any lockouts.

ARTICLE 6
NON-DISCRIMINATION

- 1) There shall be no discrimination by the Library or the Union against any employee on account of race, color, religion, age, sex, sexual orientation, marital status, national origin, political affiliation or other legally protected category.

- 2) There shall be no discrimination, interference, restraint or coercion by the Library or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employee on behalf of the Union.

- 3) There shall be no discrimination, interference or restraint or coercion by the Union or its representatives because of an employee's non-membership in the Union.

ARTICLE 7
WORK SCHEDULE

- 1) Employees shall work a thirty-five (35) hour workweek. Full time custodial staff shall work forty (40) hours per week.

- 2) The Library agrees to provide the Union with a complete weekly work schedule for all members of this bargaining unit upon written request by the Union.

- 3) The employer shall provide employees with a minimum of two weeks' notice before changing an employee's work schedule. Management retains the right to change the employees work schedule on a temporary basis without notification to cover vacancies, absentees, and/or any emergencies as determined by Management. Employees may agree to have their permanent work schedules altered with less than two weeks' notice.

- 4) Employee may request to have their weekly work schedule changed by submitting a request in writing to their immediate supervisor at least five (5) working days in advance of the requested date of change. All requests shall be at the discretion of management. Schedule changes with less than five (5) working days' notice shall be at the discretion of the library director.

- 5) When an employee utilizes sick time, vacation time, personal time, job injury time, comp time or other non-work time other than holiday time, those hours the employee is off from work shall not be counted as "hours worked" for the computation of overtime.

- 6) Employees working over forty (40) hours in any given week shall be paid at one and one half (1 ½) their normal rate of pay for all hours worked. Unless the work in a given week exceeds forty (40) hours thereby triggering overtime pay, Employees will not be paid additional compensation for employees working Sunday hours.

- 7) Overtime opportunities shall be distributed by seniority within job classification or title.

- 8) Any time the Library is closed due to uncontrollable circumstances such as, but not limited to, fire, flood, snow, sleet, hurricane, or breakdown of equipment or facilities, full-time permanent employees shall be paid until the employees normal work shift would have ended. If a decision is made to close the Library due to any uncontrollable circumstances, employees who are not already at work shall be notified by telephone as soon as possible. Part-time employees, who report to work for their normal shift, shall be paid until the end of their normal shift when the library closes early.

- 9) Employees who are scheduled off on a vacation day or personal day on a day the Library is closed due to uncontrollable circumstances shall not be charged for the use of a vacation or personal day.

- 10) In emergency situations, each employee has an obligation to work overtime as directed and to respond to callbacks if requested.

- 11) Comp Time: Employees who work beyond their normally scheduled thirty-five (35) hour, but less than forty (40) hours in a workweek, may earn comp time on an hour per hour basis. Comp time must be used within the two-week period in which it was earned, unless otherwise approved by the Library Director or Assistant Director.

ARTICLE 8
UNIFORMS

- 1) Re-imbursement for employees who must wear safety work boots as required by PEOSH. Employee shall receive up to \$150 re-imbursement per year for one pair of work boots. Employee must turn in original receipt to the director of the library to receive re-imbursement.
- 2) The Library will provide maintenance employees with a minimum of five (5) work shirts per year and will replace as necessary due to damage.

ARTICLE 9
PERFORMANCE REVIEWS

- 1) Performance reviews shall not be used to exempt, deny, or prevent employees from receiving negotiated wage increases or benefits as listed in this agreement.

- 2) Employees shall meet with their supervisors and discuss the employee's performance review. After the employee and the supervisor discuss the employee's performance review, the employee shall sign the review. By signing the review the employee is *only* acknowledging that he/she received the review, *and not* that the employee agrees or disagrees with the performance review.

- 3) Employees shall have the option to write a response to their performance review within five (5) days of the performance review and to have their response attached directly to the review before it is placed in an employee's personnel file.

- 4) If an employee believes his/her evaluation is inaccurate, the employee may submit a written request to his/her immediate supervisor within five (5) working days to meet and further discuss the performance review. Upon the conclusion of the meeting, the supervisor may attach an amendment to the employee's review and the employee may attach a response to that amendment.

ARTICLE 10
LUNCH PERIODS AND REST PERIODS

- 1) Library employees scheduled to work more than six (6) hours in a single workday shall be entitled to an unpaid meal period of not more than one (1) hour for each full day of work.

- 2) Employees shall not use their unpaid lunch period at the beginning or end of their workday without permission from the Library Director.

- 3) Employees shall be entitled to a paid fifteen (15) minute break during each three (3) consecutive hours worked. Employees working six (6) hours or more per day shall be entitled to two (2) paid fifteen (15) break periods during each workday. The scheduling of break periods shall be with the approval of the employee's immediate supervisor.

- 4) Employees working a six (6) hour workday on Saturday shall be allowed to combine their two paid fifteen (15) minute breaks into one paid thirty (30) minute lunch. Scheduling of the employees' thirty (30) minute lunch shall be at the discretion of management.

- 5) Break periods shall not be used for employees to arrive late or leave early from work.

ARTICLE 11

SAFETY

- 1) The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

- 2) Union and Management agree to set up a Safety Committee to meet on a regular basis to discuss items of mutual concern and interest.

- 3) Any employee noticing an unsafe or dangerous condition shall notify his/her immediate supervisor of the situation. The supervisor shall then contact the appropriate person or party to correct the situation.

ARTICLE 12
GRIEVANCE PROCEDURE

1) DEFINITION - A grievance is a dispute, which may arise between the parties over the application, meaning, or interpretation of the Agreement.

2) The object of the grievance process will be to settle disagreements at the lowest possible level.

PROCEDURE - Such grievance shall be handled according to the following procedure:

STEP 1 - Within ten (10) working days of the date of occurrence of the grievance or within ten (10) working days of the date the employee(s) should have reasonably known of the grievance, the employee(s), either directly or with the assistance of the Union Steward, shall present the grievance to the Assistant Library Director.. Failure to act within this time period shall constitute an abandonment of the grievance. Within ten (10) working days after the presentation of the grievance, the immediate supervisor shall render a written decision to the employee(s) and the Steward.

Step 2 - Within ten (10) working days of the receipt of the written decision from the Assistant Library Director, the aggrieved employee(s) may present the grievance to the Library Director. The Library Director shall review the grievance, meet with the aggrieved employee(s) if necessary, and respond to the grievance in writing within twenty (20) working days.

Step 3- ARBITRATION - If the grievance is still unresolved, the Union may, within fifteen (15) days of the Library Director's decision proceed to arbitration. The request for arbitration shall be in writing,

3) Any grievance not processed to the next STEP in accordance with the timeframe as outlined in the GRIEVANCE PROCEDURE above, shall be deemed abandoned by the moving party. Failure by management to respond to a grievance within the timeframe as listed above, shall be construed as a denial of the grievance, and the union may proceed to the next step.

4) The arbitration proceeding shall be in accordance with the Public Employment Relations Commission

guidelines.

- 5) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Library 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, at cost, to the other party and the arbitrator, if necessary.

- 6) The arbitrator shall not have the power to add to, delete from, or modify this Agreement in any manner.

ARTICLE 13
SENIORITY

- 1) The term seniority shall mean accumulated length of service; both full time and part time, within the Edison Township Library system, computed from the employee's initial date of employment and shall be uniformly applied to all employees.

- 2) Authorized leaves of absence shall be considered part of continuous service in accordance with state and federal law.

- 3) The Library shall provide the Union with a seniority list within thirty (30) days of the signing of the contract and shall provide the union with an updated seniority list as may be necessary.

- 4) Seniority shall be used in determining vacation schedules and layoff rights.

- 5) If two or more employees have been employed in the library system for the same amount of time, including both part-time and full-time, then the employee with the longest full time employment shall have seniority.

ARTICLE 14
JOB POSTING

- 1) The Library shall endeavor to promote from within the employee ranks for all promotional job opportunities.
- 2) All job vacancies and opportunities within the library system shall be posted via e-mail within five (5) days after the decision by management or the Library Board to fill the vacancy.
- 3) The union shall be notified in writing of all promotional job opportunities before a job opportunity is advertised to the general public.
- 4) The posting shall include a description of the job, the salary, the hours per week, and the hours to be worked, required qualifications of the vacancy. The posting shall also contain the procedures to be followed by any employees interested in applying for the job vacancy or opportunity.
- 5) A copy of all job postings shall be given to the Union President on the same day as they are posted.
- 6) Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications.

ARTICLE 15
BEREAVEMENT LEAVE

- 1) All full-time permanent employees covered by this Agreement shall be entitled to four (4) scheduled working days leave with pay for the death of a husband, wife, civil union partner, mother, father, brother, sister, son, daughter, son in-law, daughter in-law, grandparent, grandchild, and all step relatives of a similar degree. This shall also include brothers, sisters, parents, grandchildren and grandparents of the employee's spouse or civil union partner. The Library may require proof of death and/or the scheduling of services in conjunction with a request for bereavement leave.

- 2) Permanent part-time employees shall receive two (2) scheduled workdays off with pay for the death of a husband, wife, civil union partner, mother, father, brother, sister, son, daughter, grandparent, grandchild, and all step relatives of a similar degree. This shall also include brothers, sisters, parents and grandparents of the employee's spouse or civil union partner.

- 3) All full-time permanent employees covered by this Agreement shall be entitled to one (1) scheduled working days leave with pay to attend the funeral of anyone in the non-immediate family. For the purpose of this paragraph, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law and sister-in-law or any relative living in the employee's household not included in paragraph 1.

- 4) All part-time permanent employees will have their days prorated if bereavement leave falls on days they are normally scheduled to work.

- 5) Employees may reserve two (2) days bereavement leave to use within thirty days (30) of the death of the individual to attend to personal matters related to the death. The employee shall give the library forty-eight (48) hours' notice of the intent to use these days.

- 6) The Library shall grant members of this bargaining unit time during the day to pay their respects to a co-worker who has passed away without loss off pay. The Library and the Union shall work together to coordinate the use of time to balance the ability of the employees to pay their respects with the ability

of the library to function.

- 7) Employees shall be allowed to use personal time or vacation leave in conjunction with bereavement leave. The use of this additional time shall not be unreasonably denied.

ARTICLE 16
JURY DUTY

- 1) Any employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury.

- 2) Employees shall notify the Library Director in writing upon receiving notice of jury duty. The employees shall include the day and/or dates of service.

- 3) During the period in which the employee serves on jury duty, the employee shall receive his/her normal pay and benefits from the Library. Any money paid to the employee by the Court (or the state or federal government) as compensation for jury duty shall be remitted by the employee to the Library.

- 4) Employees are obligated to verify their attendance for each day the employee reports for jury duty in order to be paid.

- 5) Permanent part-time employees will be paid for jury duty if it falls within their regularly scheduled daytime shift, but they must work their regularly scheduled evenings and weekends.

ARTICLE 17
FEDERAL FAMILY LEAVE ACT

- 1) The Library agrees to provide leave for its employees pursuant to the federal Family and Medical (the FMLA) 29 U.S.C. ¶ 2611 et. seq. and under the rules and regulations promulgated thereunder for qualifying leaves due to the employee's own medical condition; for the birth of a child of the employee; the placement of a child with the employee in connection with adoption of such child by the employee; or to care for a family member of the employee with a serious health condition ("FMLA Family Leave").
- 2) Eligible employees may use accrued sick time for FMLA Family Leave and all full-time and part-time employees shall be entitled to all considerations and benefits associated with such leave.
- 3) An eligible employee means a person who is employed for at least twelve (12) months and for not less than one thousand two hundred and fifty (1,250) base hours during the immediately preceding twelve (12) month period.
- 4) "FMLA Family Leave" is defined as leave from employment due the employee's own serious health condition or so that the employee may provide care made necessary by reason of: The birth of a child of the employee; the placement of a child with the employee in connection with the adoption of a child by the employee; or the serious health condition of family member of the employee.
- 5) A "family member" means spouse, civil union partner, children, stepchildren, sister, brother, grandchildren or grandparents and such other person or persons as may be designated by the FMLA during the term of this Agreement.
- 6) A "serious health condition" means an illness, injury or impairment, or physical or mental condition which requires
 - Inpatient care in a hospital, hospice, or residential medical facility;
 - Or continuing medical treatment;
 - Or continuing supervision by a health care provider.

- 7) An employee shall be entitled to take family leave on a reduced leave schedule in the case of leave due to a serious health condition of the employee or a family member in accordance with current law.
- 8) Where an employee qualifies for leave under both the FMLA and the New Jersey Act (the NJFLA) (Article 18), the leave period will run concurrently with under both the FMLA and the NJFLA:

ARTICLE 18
NEW JERSEY FAMILY LEAVE

- 1) The Library agrees to provide leave for its employees pursuant to the Family Leave Act, c.1989 (NJFLA) and under the promulgated rules defined to the New Jersey Administrative Code, Title 4A:6-1.21.
- 2) Employees may use accrued sick time for Family leave and all permanent full- time and permanent part-time employees shall be entitled to all considerations and benefits associated with such leave.
- 3) An employee means a person who is employed for at least twelve (12) months and for not less than one thousand (1,000) base hours during the immediately preceding twelve (12) month period. Employees with newly born or adopted children or seriously ill family members shall be entitled to a family leave of twelve (12) weeks in any twenty-four (24) month period.
- 4) "Family Leave" is defined as leave from employment so that the employee may provide care made necessary by reason of: The birth of a child of the employee; the placement of a child with the employee in connection with adoption of such child by the employee; or the serious health condition of family member of the employee.
- 5) A "family member" means spouse, civil union partner, children, stepchildren, sister, brother, grandchildren or grandparents and such other person or persons as may be designated by the New Jersey Family Leave Act during the term of this Agreement,
- 6) A "serious health condition" means an illness, injury or impairment, or physical or mental condition which requires:
 - a. Inpatient care in a hospital, hospice, or residential medical facility;
 - b. Or continuing medical treatment;
 - c. Or continuing supervision by a health care provider.
- 7) An employee shall be entitled to take family leave on a reduced leave schedule in the case of a family member with a serious health condition in accordance with current law. During a family

leave under either the FMLA or the NJFLA, the Library shall provide health insurance benefits under the same terms and conditions coverage would *have* been provided if the employee had continued in employment continuously

ARTICLE 19
MILITARY LEAVE

- 1) All full-time employees *covered* by this Agreement who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training shall be granted a leave of absence in accordance with applicable State and Federal law.

- 2) If the military pay received by the employee is less than the regular Library pay received by the employee for the period of military leave, the Library hereby agrees to pay the difference between the regular Library salary and the military pay

- 3) In order for an employee to be eligible for military leave he /she must:
 - a) Submit a request for such leave on the regular leave forms provided by the Library no later than two (2) weeks prior to the effective date of such leave.
 - b) Attached to the request for leave shall be a statement provided by the military indicating what the employee's pay for the period of military service will be.
 - c) Taking of military *leave* shall not reduce any other type of leave earned by employees.

ARTICLE 20
SICK LEAVE

- 1) Sick leave is defined as meaning an absence from duty by the employee because of a personal illness or injury, a personal exposure to contagious disease, or an illness or injury to a member of the employee's immediate family for which the presence of the employee is required. Members of the immediate family are interpreted as meaning parents, spouse, civil union partner, children, stepchildren, sister, brother, grandchildren or grandparents.
- 2) If an employee is unable to report to work due to an illness or injury as listed above, the employee shall notify his/her immediate supervisor during working hours and at least one half hour before the employees scheduled time to work or as close to the to the employee's start time as possible. If an employee is incapacitated, the employee shall contact his/her immediate supervisor as soon as she/he is able to do so.
- 3) An employee, who fails to notify their immediate supervisor in accordance with the paragraph above, may be denied the use of sick leave.
- 4) Newly hired full time employees shall earn sick time at the rate of one (1) day per month.
- 5) All full time employees shall be credited with twelve (12) sick days on January 1 of each year with the expectation that the employee will work the entire year.
- 6) Newly hired part-time employees shall earn sick time at the rate of two (2) hours per month for the first year of employment.
- 7) Upon completion of one year of service, all part-time employees shall be credited with six (6) sick days (twenty four (24) hour maximum) on January 1 of each year with the expectation that the employee will work the entire year.

- 8) Employee's, who take an unpaid leave of thirty (30) days or more, shall have their sick leave pro-rated accordingly.
- 9) Sick Leave may be used in one half-day ($\frac{1}{2}$) day increments. With the permission of the employee's supervisor, personal time and time for floating holidays may be taken in one hour increments.
- 10) Employees must schedule the use of sick leave with forty-eight (48) hours written notice to the Library Director or Assistant Library Director or their designee.
- 11) Full and Part time employees shall be allowed to carry over and accumulate any and all unused sick leave from year to year.
- 12) If an employee utilizes sick leave for a period greater than three (3) consecutive days or a total of more than twelve (12) days in one calendar year, he /she may be required to produce a certificate from a treating physician. Employees shall not be required to provide confidential medical information on the physician certificate. Any employee who submits a doctor's note for a call out will not have that day count against the twelve (12) days.
- 13) Any permanent full time employee who has completes four (4) full years of permanent service with the library, and who suffers from a major illness or injury, shall be entitled to receive up to one (1) full year of salary and benefits while unable to work.
- 14) The employee shall be required to utilize (20) twenty of his or her own sick days before receiving this benefit. This benefit shall be limited to five hundred and twenty (520) paid leave days per employee during his/her career.

ARTICLE 21
SEPARATION FROM SERVICE

- 1) All employees covered by this Agreement shall be entitled, upon retirement, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave, which is credited to him/her on the effective date of his/her retirement.

- 2) The supplemental compensation payment to be paid hereunder shall be computed at 100% of the employee's daily base rate of pay for each day of earned and unused accumulated sick leave based upon the average annual base rate compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however that no such lump sum payment shall exceed \$15,000.00.

- 3) All employees covered under this contract shall be paid for all unused accrued vacation time, adhering to the policy of carrying over no more than ten (10) days. Payment shall be at 100% of the employee's current rate of pay at the time of retirement.

- 4) All employees covered under this contract shall be paid for all unused personal time. Payment shall be at 100% of the employee's current rate of pay at the time of retirement.

- 5) All sick, vacation, and personal time shall be prorated based on the amount of time the employee works in his/her final year of employment.

ARTICLE 22
UNION LEAVE

- 1) The Union shall be granted a combined total of forty-eight (48) hours of paid leave for the Union Executive officers to attend the International Convention, Council 63 Conventions, Union Conferences, Executive Board Meetings, and Educational Classes. These hours shall not be transferable from year to year.

- 2) Once per calendar year, appointed shop stewards and union executive board members shall be allowed to attend a four (4) hour shop steward training class provided the training takes place on Library property. The use of these union hours shall not count against the union's allotted paid leave hours.

- 3) The employees receiving leave of absence to attend Union functions as described above shall be entitled to receive his/her normal wages and benefits during said leave.

- 4) The President of the Union shall submit a request in writing for the use Union Leave time to the Library Director at least ten (10) working days in advance of the intended date of leave.

- 5) Union Executive officers shall be allowed to use his/her own vacation time in conjunction with Union Leave time to attend Conventions.

- 6) Use of Union Leave time shall not be unreasonably denied.

- 7) Management and the union agree to meet during normal business hours for grievance handling. Members of the union who are involved with contract negotiations, or who are involved in grievance handling, shall receive their normal pay for all hours spent meeting with management and shall not be required to use their own benefit time or union time. However, employees shall not be entitled to overtime pay for such meetings. The union shall be limited to no more four (4) paid employees at any one meeting.

ARTICLE 23
LEAVE OF ABSENCE WITHOUT PAY

- 1) A permanent employee may, upon request, be granted a leave of absence without pay for a period of up to one (1) year for personal or immediate family illness or other personal reasons at the sole discretion of the Library Director or his/her designee.

- 2) In exceptional circumstances, the Library Board may grant leave without pay beyond one year.

- 3) Employees returning from an authorized leave of absence, as set forth above, shall be restored to their original classification and salary the employee received when the leave was granted.

- 4) Said employees shall suffer no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue excepting for those on military leave.

ARTICLE 24
OCCUPATIONAL INJURY

- 1) An employee who is disabled by an injury incurred in the direct performance of his/her duty or as a direct result of or arising out of his/her employment must immediately report same.

- 2) If an employee is found to have suffered from a work-related injury or disability in accordance with a workers' compensation claim, the Library shall continue to pay the employee his/her full pay for a period of six (6) months. During this period of time, all workmen's compensation payments the worker receives shall be turned directly over to the Library.

- 3) An employee who is out of work due to an occupational injury shall continue to accrue seniority and time in the same manner as an employee who is out of work for any other reason.

ARTICLE 25
LABOR MANAGEMENT MEETINGS

- 1) Upon request of either party, the Library may schedule a labor-management meeting.

- 2) These meetings shall be used to discuss contract administration problems and to improve communications between the parties. These meetings shall not be used to bypass the grievance procedures.

- 3) Labor-management meetings may be attended by up to three (3) persons from the Library and three (3) persons from the Union.

- 4) There shall be no loss of time for any employees attending such meetings.

- 5) Labor-management meetings shall be conducted during normal working hours. Union members involved in such meetings shall receive their normal rate of pay and shall not be required to utilize their own time or union time for such meetings. However, employees shall not be entitled to any overtime hours for such meetings. The Union shall be limited to no more than four (4) paid employees in any one meeting.

ARTICLE 26
UNION REPRESENTATIVES

- 1) The Library recognizes and shall deal with the accredited Union Officials/Shop Stewards or their designee in all matters relating to grievances and interpretation of this Agreement.

- 2) A written list of the Union officials and Steward/alternate 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 officials.

- 3) The Library agrees to recognize a maximum of five (5) stewards selected by the Union.

- 4) The Union President or Steward shall be granted a reasonable amount of time during regular working hours, without loss of pay, to investigate, present, discuss and adjust grievances with the Library.

- 5) Neither a shop steward/alternate nor a Union officer shall leave their work without first obtaining the permission of their supervisor which permission shall not be unreasonably withheld.

ARTICLE 27
CALL BACK PAY

- 1) Any full-time employee who is called back to work after completing the regular shift and has left his/her place of work shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) rates, provided, however, that such hours do not overlap into the employee's regular working hours.

- 2) All full-time employees shall be required to work all hours, in addition to the two (2) hour minimum guarantee, which are required by the employee's supervisor.

- 3) When a full-time employee is required to work in excess of four (4) hours past the normal work day, the full-time employee shall be entitled to one-half(½) hour dinner period at no loss of pay

ARTICLE 28
ACCESS TO PERSONNEL FOLDERS

- 1) Employees shall have an opportunity to review his/her personal folder during normal office hours to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the Library during the term of this Agreement.

- 2) Employees may not remove any items from their personal file. However, the employee shall be allowed to place a written response to item contained therein.

- 3) Employees may review their file by submitting a request in writing (including via e-mail) to the Library Director, Assistant Library Director or their designee.

- 4) After receiving the request, the director of the library shall make arrangements for the employees to review his/her file within three (3) business days of the request unless mutually agreed upon otherwise.

ARTICLE 29
RULES AND REGULATIONS

- 1) The Library retains the right to establish reasonable and necessary work rules and regulations for the conduct of employees in accordance with N.J.S.A. 40:54-12. Such rules shall be applied and enforced in a uniform manner.

- 2) Copies of rules and regulations shall be provided to all employees covered by this Agreement and a copy shall be sent to the Union.

- 3) The employer agrees that any changes, modifications, or additions to the work rules or regulations that directly or indirectly affect the terms or conditions of employment of the members of this bargaining unit shall be negotiated with and agreed to by both parties before being enforced.

- 4) The Union shall receive written copies of any and all changes made to Library policies.

ARTICLE 30
BULLETIN BOARDS

- 1) The Library agrees to make space available on the existing bulletin boards located in each of the three staff lounges for posting Union notices and announcements. The Union agrees that it shall not post anything of a political nature, anything of a derogatory nature to the Employer, anything detrimental to the public service, or anything that would incite or provoke job action.

- 2) Management shall notify the Union immediately of any posting the Library believes to be in violation of this rule, and the Union shall immediately remove said item.

ARTICLE 31
DISCHARGE AND DISCIPLINE

- 1) The Library and the Union agree that discipline shall be corrective in nature and not punitive.
- 2) The Library also agrees discipline shall be progressive for minor infractions. However, nothing in this section shall prevent the Library from issuing major disciplinary action up to and including suspension and termination for major infractions.
- 3) No member of this bargaining unit may be disciplined, suspended, or discharged except for just cause.
- 4) Members of this bargaining unit who are called in to an investigatory interview shall be entitled to have a Union Representative present during questioning.
- 5) An official reprimand, written warning, suspension or termination may be appealed through the grievance procedure.
- 6) Any employee who fails to notify their immediate supervisor of their absence from work for three (3) consecutive days shall be deemed to have abandoned his or her job and will be terminated immediately.

ARTICLE 32
HOLIDAYS

- 1) The following days are designated as paid holidays for permanent full-time and part-time employees:
 - a) New Year's Day January 1
 - b) Martin Luther King Day (Third Monday in January)
 - c) Presidents Day
 - d) Good Friday (Friday before Easter)
 - e) Memorial Day (Last Monday in May)
 - f) Independence Day July 4
 - g) Labor Day (First Monday in September)
 - h) (2 Floating Holidays)
 - i) Veteran's Day
 - j) Thanksgiving Day (Fourth Thursday in November)
 - l) Friday after Thanksgiving
 - m) Christmas Eve December 24
 - n) Christmas Day December 25
 - o) New year's eve

- 2) Floating Holiday time may be utilized with the approval of the employee's immediate supervisor.

- 3) When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, or if on a Sunday, the following Monday shall be observed as the holiday.

- 4) Part time employees shall not receive Holiday pay until they have completed one (1) year of employment with the Library.

- 5) A permanent full-time employee whose regularly scheduled day off coincides with a legal holiday is entitled to a compensatory day off. This applies only to those who work Saturdays and have a day off during the week.

- 6) Employees may use their own vacation or personal time for the observance of religious based holidays. Requests to use such should be submit at least two weeks in advance.

- 7) Permanent full-time employees, whose regular, assigned weekly schedule includes working every Saturday throughout the school year, will receive Holy Saturday as a paid holiday. In years when the Library is closed on a Saturday due to other holidays, they will receive compensation for those days as well.

ARTICLE 33

VACATIONS

- 1) Employees covered by this collective bargaining agreement shall receive vacation time as follows:

From the date of hire until the completion of one (1) year

(Prorated for less than one Year):

Start of year Two (2) until the completion of year five (5): Ten (10) working days per year

Start of year six (6) until the completion of year nine (9): Start Ten (10) working days per year

of year Ten (10) until the completion of year eleven (11) (Not Fifteen (15) working days per year

to exceed):

Twenty (20) working days per yr.

- 2) Members of this bargaining unit who receive more than the maximum number of vacation days as listed above at the signing of this contract, shall continue to receive that number of vacation days per year. No additional days will be added.
- 3) Full time employees shall be allowed to carry over a maximum of ten (10) vacation days from year to year.
- 4) Employees who have accumulated 20 or more vacation days at the signing date of this contract will be required to utilize that accumulated time at the rate of no fewer than ten (10) days per year until their yearly carry over amount has been reduced to no more than ten (10) days. The ten (10) accumulated days shall be utilized by June 30 of each year. Employees shall not be allowed to carry over any vacation time from the current year until the employee carries no more than ten (10) accumulated vacation days from previous years.

- 5) An employee may request to take a single vacation day with a minimum of 24 hours' notice subject to the approval of their immediate supervisor or in their absence, the Director, Assistant Director or their designee. All other request must be submitted in writing using the approved request forms a minimum of ten (10) working days in advance. Requests shall be reviewed and answered in writing within five (5) working days of the date of submission. Any exceptions must be approved by the immediate supervisor, or in their absence the branch head or director. Vacation request approval shall be at the discretion of management, but shall not be unreasonably denied.
- 6) Vacations are credited in advance on the first of the year, in expectation of continued employment, starting in the second calendar year of employment.
- 7) Full-time permanent employees shall be entitled to the option of taking vacation time in half-day (1/2) increments.
- 8) Part-time permanent employees shall be entitled to the option of taking vacation time in one (1) hour increments.
- 9) Part-time permanent employees shall be entitled to five (5) paid vacation days after six months of employment. (Based on the employee working 4 Hours per day)
- 10) Any employee who leaves the service of the Library by reason of retirement or who has otherwise been separated shall be compensated for the amount of vacation leave accrued and unused at the date of his/her separation at his/her rate of pay at the time of termination.
- 11) Employees will be entitled to up to two (2) personal days per year. Personal days may not be carried over and Employees will not be compensated for any unused personal days.
- 12) With the permission of the employee's supervisor, personal time and time for floating holidays may be taken in one hour increments.

ARTICLE 34
HEALTH INSURANCE

Members of the Bargaining Unit and/or retirees will be provided with Health Benefits by and through the Township of Edison on the same terms and conditions as applicable to Township employees/retirees. In the event that the Township ceases to provide benefits to bargaining unit employees and/or fails to meet its obligation to provide benefits pursuant to any equal or better than standard that may be applicable to the Township, the parties agree that this Agreement shall be subject to reopener.

ARTICLE 35
SALARIES

All titles under this Collective Negotiations Agreement shall receive increases in salary in accordance with the following schedule:

- 1) 3.5% increase effective and retroactive to January 1, 2023
- 2) 3% increase effective January 1, 2024

ARTICLE 36

LAYOFFS AND FURLoughS

- 1) The library shall give the union as much advanced notice as possible of any proposed or pending layoffs and/or furloughs.
- 2) Members of this bargaining unit who are to be laid *off* or furloughed shall receive a minimum of fourteen (14) days' notice of their pending layoff or furloughs before actually being laid *off* or furloughed.
- 3) The term "Seniority" shall mean accumulated length of service; both full time and part-time, within the Edison Township library system computed from the employee's initial date of employment and shall be uniformly applied to all employees.
- 4) Employees shall be laid off in the reverse order of seniority with the person with the least amount of seniority being laid off first.
- 5) Employees who are laid off from their current position shall be allowed to bump back into their last previously held title as long as they have seniority over the person they are bumping.
- 6) The library retains the right to determine the amount of employees to be laid *off*. However, the Library agrees to work with the union to reduce or limit the number of employees affected.
- 7) Employees who are laid *off* shall receive full payment at their current salary for any unused vacation or personal time the employee has earned by the first day they are laid off.
- 8) Employees who are laid off and have unused sick time shall receive 100% of the value of all unused sick time earned by the first day they are laid. This clause shall be limited to fifteen thousand (\$15,000) dollars.

- 9) Employees who are laid off shall have the right to return to any previously held title and salary for twenty four (24) months should a vacancy or position become available. Employees shall be offered these positions based on seniority.

- 10) The library agrees to re-hire any and all employees who are laid off from the library before hiring from the public provided the employee possesses the necessary skills to perform the required job duties.

ARTICLE 37
MISCELLANEOUS

- 1) Employees shall be reimbursed at the IRS reimbursement rate per miles used when driving their personal cars on Library business. Said rate will be set on January the first and shall hold for the fiscal year.

- 2) A certificate of insurance or satisfactory proof of insurance coverage must be provided as a requisite for payment.

ARTICLE 38
SAVINGS CLAUSE

- 1) The Library and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provisions of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provisions which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

- 2) The parties agree to immediately meet and negotiate a substitute provision for the invalidated portion thereof, if possible. Nothing herein shall be construed to require either party to make any concessions.

ARTICLE 39
FULLY BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all terms and conditions of employment which were or could have been the subject of negotiations.

ARTICLE 40
TERM AND RENEWAL

The terms of this Agreement are negotiable.

This Agreement shall be effective as of January 1, 2023 and shall remain in effect until December 31, 2024

Negotiations for a successor Agreement shall begin not more than one hundred twenty (120) or less than ninety (90) days prior to the expiration date of this Agreement. In the event a new contract is not signed before the expiration date of the present Agreement, this Agreement is to continue in full force and effect until a new Agreement has been signed.

FOR THE LIBRARY:

DATE

Patricia Murray

4/6/23

Allen M. Klee

6/6/2023

FOR THE UNION:

DATE:

5/15/23

Judy Lind

Staff Representative AFSCME

NJ Council 63

Thomas G. ...

PRESIDENT