

COLLECTIVE NEGOTIATIONS AGREEMENT

Between

**MATAWAN-ABERDEEN PUBLIC LIBRARY
EMPLOYEES ASSOCIATION**

And

**MATAWAN-ABERDEEN PUBLIC LIBRARY
BOARD OF TRUSTEES**

January 1, 2004 - December 31, 2006

STAFF ROOM COPY

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PREAMBLE

This Agreement is entered into this 7th day of April, 2004, by and between The MATAWAN-ABERDEEN PUBLIC LIBRARY EMPLOYEES ASSOCIATION, hereinafter called the "Association" and The MATAWAN-ABERDEEN PUBLIC LIBRARY BOARD OF TRUSTEES, hereinafter called the "Library" or "Board".

ARTICLE I

RECOGNITION

The Library recognizes the Matawan Aberdeen Public Library Employees Association as the exclusive representative for the collective negotiations unit consisting of:

all regularly employed professional, employees (librarians) and non-professional employees (library assistants, clerical employees, custodians), but excluding managerial executives, supervisors within the meaning of the Act, casual employees (student-pages), confidential employees.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all its various aspects. Among the rights retained by the Library are its right to direct the working forces, to plan, direct and control all the operations and services of the Library, to determine the method, means, organization and personnel by which such operations and services are to be conducted.

However, the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement or the requirements of municipal, state, or federal law.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

1. The Library agrees to provide the Association with a bulletin board in the library for the posting of notices and information relating to Association meetings, business and items of employee concern and interest.

2. The Library Board agrees to make copies of this Agreement for each member of the Association bargaining unit.

3. Employees shall have access to their personnel files at all reasonable times. Employees shall be shown any material that is placed in their file prior to its insertion in the file and shall be provided with an opportunity to initial same and to receive a copy of said material at no expense to the employee. Each employee shall have the right to have inserted in her or his personnel file a written response to any material placed in the personnel file within 10 days. Employees shall have the right to file a grievance regarding any material placed in their file with which they do not agree.

4. The Association shall have the right to have a designated "representative" on each work shift. The Association will provide the Library Board with a written list of the names of its representatives, and any changes thereto.

5. The Association shall have the right to have its designated representatives discuss and investigate employee grievances during normal work hours provided said activity does not interfere with the normal operation of the library.

6. Any employee who is requested to meet and discuss with a supervisor, director, or member of the Library Board any matter which might affect the terms and conditions of that employee's employment, shall have the right to be represented during such meeting by an Association representative or attorney of his or her choosing.

7. In the event the Library intends to fill a bargaining unit job which is vacated by virtue of an employee's termination or resignation, the Library shall first post a notice of such available position in the same classification which was held by the terminated employee. Such notice shall be posted for ten (10) working days on the Library bulletin board. An employee desiring to apply for such position shall notify the Library Director in writing within such time period.

8. No employee shall be terminated, suspended, or otherwise disciplined without just cause. For the purposes of this agreement, behavior either on or outside of the job which reflects adversely upon the Library shall be included in the definition of "just cause."

ARTICLE IV

NON-DISCRIMINATION

The Library Board agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, marital status, union membership, or union activities.

The Library and the Association agree not to interfere with the rights of employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE V

GRIEVANCE PROCEDURE

1. The term "grievance" shall mean any dispute between the Library and the Association or between the Library and any employee or group of employees within the bargaining unit concerning the meaning and application and the alleged violation of the provisions of this Collective Negotiation Agreement or any inequitable application of the Library's rules, regulations, procedures and policies which have an effect on an employee, group of employees or all employees in the bargaining unit. A "grievance" shall be noticed, as set forth below, within 60 days after an event has taken place or it shall be deemed waived.

2. STEP I: An employee or the Association shall submit the grievance in writing to the Director who shall then have five (5) working days to respond in writing.

3. STEP II: If the grievance has not been satisfactorily resolved at Step I the employee and/or Association shall present the grievance in writing to the Library Board within ten (10) working days of the denial or lapse of time under Step I.

The Library Board shall issue a written response to the grievance within ten (10) working days of its next regularly scheduled meeting after receipt of the grievance at Step II. The Library Board may offer to the grievant the opportunity to present its grievance in executive session at the Board's meeting.

4. STEP III: If the grievance has not been satisfactorily resolved at Step II of the grievance procedure the Association may, within fifteen (15) working days of receipt of the Board's answer, submit a request for arbitration for the dispute pursuant to the Rules and Regulations of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be in writing and shall be final and binding on the parties. The cost of the arbitrator shall be borne equally by the Association and Library Board.

ARTICLE VI

HOURS

The Library Board and its Director shall use their best efforts to Maintain the 2003 schedule for both professional and non-professional Employees. However, some employees may be hired for evening and Saturday work only.

The Library will close for inclement weather or other emergency situations at the discretion of the Director.

ARTICLE VII

LUNCH AND BREAK PERIODS

Except in cases of emergency, the regular lunch hours for employees shall be scheduled in advance.

Subject to scheduling requirements, employees shall be entitled to utilize a break period on payday for banking purposes.

ARTICLE VIII

SALARY

For the year 2004, the salaries of each full-time and part-time professional and non-professional Association member who is below the NJLA Minimum Salary Guideline, will be brought level with the NJ LA Minimum Salary Guideline. If the dollar amount to raise an Association member to the NJLA Minimum Salary Guideline is less than the 4% increase, the Association member will receive the 4%. All other Association members will be given a 4% increase.

In the next two Contract years (2005 and 2006) each full-time and part-time professional and non-professional Association member will receive a 4% increase in each of the Contact years.

The salaries are retroactive from the time the Contract is signed to January 1, 2004.

Employees will continue to be paid every other week on a Thursday.

ARTICLE IX

LONGEVITY

Upon completion of 5 years of continuous service, an employee shall be entitled to a \$100.00 longevity increment. Said longevity increment shall be added to the base annual salary of the employee and paid incrementally thereafter. During the year of attainment, the longevity increment shall be prorated. By way of example should an employee achieve 5 years of service on August 1st, 5/12ths of \$100.00 shall be paid to the employee in equal increments for the balance of that calendar year. Thereafter, the sum of \$100.00 shall be added to the prior base salary to achieve the new base. The longevity increment for part time employees shall be \$50.00 and the attainment and proration shall be as set forth above.

In the same way, upon completion of 10 years of continuous service, an employee shall be entitled to a second \$100.00 longevity increment (\$50.00 for part time employees). Upon completion of 15 years of continuous service, an employee shall be entitled to a third \$100.00 longevity increment (\$50.00 for part time employees). Upon completion of 20 years of continuous service, an employee shall be entitled to a \$200.00 longevity increment (\$100.00 for part time employees).

ARTICLE X

HOLIDAYS

1. The following shall be recognized as paid holidays on which the Library will be closed:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	December 24 – Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve (Close at 12:30 p.m.)

2. In addition, employees shall receive a compensatory day at the rate of one and one half days for work on the following day on which the Library will be open:

Martin Luther King's Birthday

Work on the above holiday shall be rotated equally amongst the members of the bargaining unit.

Lincoln's Birthday and Election Day will be considered regular workdays .

3. When a holiday falls on a day which is a regular day off for an employee, said employee may take the equivalent time off with pay at another date.

ARTICLE XI

PERSONAL DAYS

In addition to regular holidays, vacation time and sick days, each employee shall be allowed three (3) days per year that may be used for personal reasons. These days are not to be added to sick leave or vacation entitlements and will not be cumulative. New employees are not eligible to use personal days until they have worked one year.

ARTICLE XI

PERSONAL DAYS

In addition to regular holidays, vacation time and sick days, each employee shall be allowed three (3) days per year that may be used for personal reasons. These days are not to be added to sick leave or vacation entitlements and will not be cumulative. New employees are not eligible to use personal days until they have worked one year.

ARTICLE XII

SICK DAYS

1. Sick time and its use shall be calculated on an hourly rather than per diem basis.

2. Each employee in the bargaining unit shall be entitled to 105 paid sick hours per year for full time employees and 65.75 paid sick hours for part time employees.

3. New employees, full time and part time qualify for sick leave immediately at the rate of eight and three quarters hours ($8 \frac{3}{4}$) full time; five and one half hours ($5 \frac{1}{2}$) part time, per month during the first year of employment. New employees are not eligible to use any sick leave until they have worked three (3) full months.

4. Unused sick time shall accumulate from year to year without limit and may be carried indefinitely.

5. Upon retirement, any employee shall be compensated at the rate of fifty (50%) percent of accumulated sick time. Notwithstanding the above, the maximum sick time that may be accumulated for a full time employee is 1,050 hours and for part time employees 657.5 hours.

6. An employee may utilize sick leave when the employee and/or members of the immediate family are incapacitated by illness or injury, or when they must be absent for medical, dental or optical examination and treatment that cannot be arranged outside of scheduled working hours.

7. Where an employee uses no sick leave during either six month period (January 1st-June 30th or July 1st to

December 31st) in a calendar year, he or she shall be entitled to one (1) non-accruable incentive day leave for each respective six month period. In the event the employee does not use any sick days during the full calendar year, he or she shall earn a third (3rd) non-accruable incentive day. Said leave will be scheduled with permission of the Library Director.

ARTICLE XIII

DEATH LEAVE

Three (3) working days leave shall be granted to an employee for death in the immediate family (father, mother, spouse, mother-in-law, father-in-law, child, sister, brother, or anyone residing in the employee's household). Two (2) working days leave shall be granted to an employee for death in the non-immediate family. Such leave is in addition to sick leave and vacation leave. Employees may utilize sick days or personal days, at their option, for funeral attendance for periods longer than set forth above.

ARTICLE XIV

VACATIONS

1. New full time employees earn vacation time at the rate of one working day for each full month of employment and new part time employees at the rate of 1/2 working day, beginning with their first day of employment, for a maximum of 12 and 6 working days respectively up till December 31 of the first partial year. However, an employee must work a full three months before becoming eligible to use vacation. This time must be taken after January 1 of the first partial year.

2. After the next full year of employment, full time employees receive twenty (20) vacation days per year as of January 1.

3. After the next full year of employment, half time employees receive ten (10) vacation days per year as of January 1.

4. After seven (7) full years of employment, full time employees receive twenty two (22) vacation days per year and half timers receive twelve (12) vacation days per year.

5. Vacation time may not be accrued. However, a maximum of one week may be carried over, if there are unusual circumstances, at the discretion of the Director. This time has to be taken in the first six months of the following year.

ARTICLE XV

SENIORITY

1. Seniority shall prevail when conflicts arise as to scheduling of vacations and personal days.

2. Seniority shall prevail in cases of layoff and rehire. Categories are as follows: Professional; adult and children's librarians. Non-professional: library assistant, bookkeeper, custodian. Former employees who have made formal application will be given preference within a period of two years of the date of layoff.

3. The Library Board will fill any job vacancy, whether part time or full time, with the most senior employee in the bargaining unit who is qualified and wishes to accept the position.

ARTICLE XVI

MILEAGE

An employee who is required to use his or her personal automobile for library business shall be reimbursed at the rate of \$.22 per mile.

ARTICLE XVII

MAINTENANCE OF BENEFITS

Unless expressly modified or deleted by the written terms of this Agreement, nothing herein shall be construed as to limit or otherwise detract from employee benefits in effect on the effective date of this Agreement. Annexed to this Agreement and made a part hereof is the "General Employment Policies of the Library" which document reflects certain standards and general policy considerations incorporated herein by reference.

ARTICLE XVIII

SUCCESSOR AGREEMENT

The Library Board and Association agree to commence negotiations for a Successor Agreement not less than one hundred and twenty (120) days prior to the expiration date of this Agreement. In the event the parties are unable to reach a Successor Agreement prior to the expiration date hereof, the terms and conditions of this Agreement shall remain in full force and effect until a new Agreement is executed, except the salary provision.

ARTICLE XIX

SAVINGS CLAUSE

If any provision of the Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XX

DURATION

This Agreement shall be in effect from January 1, 2004 through December 31, 2006. If this Contract expires prior to the negotiation and execution of a Successor Agreement, the terms and conditions of this Contract shall remain in Full force and effect until a Successor Agreement is reached.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of April, 2004..

MATAWAN-ABERDEEN PUBLIC LIBRARY BOARD

William J. Martin

Witness:

Gayle Brodmy

By: Len A. Pusch

MATAWAN-ABERDEEN PUBLIC LIBRARY EMPLOYEES ASSOCIATION

By: Nancy L. Wilburn

Witness:

Sara McLevi

Laura Beyer