

AGREEMENT

between the

JOHNSON FREE PUBLIC LIBRARY

and the

PUBLIC EMPLOYEE DIVISION, LOCAL 108  
R.W.D.S.U., U.F.C.W.

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January 1, 2011 through December 31, 2012

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## PREAMBLE

- A. This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the JOHNSON FREE PUBLIC LIBRARY, in the City of Hackensack, County of Bergen, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Library"), and the PUBLIC EMPLOYEE DIVISION, LOCAL 108, R.W.D.S.U., U.F.C.W., (hereinafter referred to as the "Union").
- B. Throughout this Agreement reference to either gender shall be deemed to mean reference to both genders.

## **ARTICLE 1**

### **RECOGNITION**

- A. The Library hereby recognizes the Union as the exclusive bargaining agent for the purposes of collective negotiations of all regularly employed full-time and regularly employed part-time professional and non-professional non-supervisory employees employed by the Library, but excluding confidential employees, managerial executives, police, craft personnel, supervisors, casual employees, temporary employees, monitors, pages and all other personnel not specifically included above.
  
- B. It is understood between the parties that excluded from the unit specifically are the Director, Assistant Director, Supervising Librarians, the Account Clerk serving as the Secretary to the Library Director, the individual serving as Head of Clerical Services, all Principal Librarians and the Supervising Library Assistant in Charge of Circulation. It is also agreed between the parties that "regular part-time employees" shall mean part-time employment which has averaged twenty (20) or more hours per week during the prior six (6) month period.

## **ARTICLE 2**

### **PROBATIONARY PERIOD**

During the first three (3) months of continuous employment, an employee shall be considered a probationary employee, and the Library may terminate his employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure. The probationary period may be extended by up to an additional thirty (30) days upon proper written notice to the Union by the Library.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

#### B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term.

#### C. PROCEDURE

1. Step One - Immediate Supervisor

- (a) A grievant must file his grievance in writing with the immediate Supervisor within five (5) days of the occurrence of the matter complained of.
- (b) The written grievance must identify the grievant by name(s) and be signed by him/her (them) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all authorized representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.
- (c) Once a grievance comporting with all the foregoing requirements is timely filed, the immediate Supervisor shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) days from receipt of the grievance.

2. Step Two - Library Director

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate Supervisor has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Library Director, or her designee. Upon receipt of the grievance by the Library

Director the procedures set forth in Step One shall be followed, except that the parties shall meet within ten (10) days of the presentation of the grievance to the Library Director, or designee, and the Library Director or designee shall have ten (10) days thereafter to respond in writing.

3. Step Three - Board of Trustees

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Library Director, or her designee, has not served a timely written response at Step Two, then within five (5) days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Board of Trustees, or a Committee thereof. Upon receipt of the grievance by the Board of Trustees, or Committee thereof, the procedures set forth in Step Two shall be followed, except that the meeting date period shall be fifteen (15) days and the response period shall be no later than ten (10) days after the next regularly scheduled Board meeting. The Board Committee shall be empowered to answer grievances on behalf of the Board at any time prior to the next regularly scheduled Board meeting.

4. Step Four - Arbitration

- (a) If the grievance involves the express written terms of this Agreement only and if it remains unsettled, then the Union may, within fifteen (15) working days after the reply of the Board of

Trustees or Committee thereof, is due, by written notice to the Employer, proceed to binding arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and Employer shall mutually agree upon a longer time period within which to adjust such a demand.

- (b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the New Jersey State Board of Mediation. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.
- (c) It is expressly understood that the arbitrator may not modify, add to, or subtract from this Agreement in any way whatsoever. The arbitrator must provide, to the parties, a written award containing his findings of fact and conclusions of law, within thirty (30) days from the close of hearings. In the event hearings have been waived, he shall submit his award within thirty (30) days from the submission of all the evidence.
- (d) In no event shall any arbitration proceeding take place before thirty (30) days from the final decision of the Board of Trustees. It is specifically understood that, in the event an item can be a subject

of the grievance procedure or subject of a civil service hearing, that, where permitted by law, the employee must elect one or the other; under no circumstances shall the same item be submitted to both forums at any time.

(e) The costs of the arbitrator shall be split equally between the two parties; all other expenses attendant to any arbitration proceeding shall be borne by the party incurring same.

D. Time limits may only be extended by mutual agreement of the parties in writing.

E. Time limits shall be construed as maximums and the parties are free to meet all time obligations prior to these maximum amounts.

F. In the case of all grievances that do not relate to the express terms of this Agreement, the decision at Step Three of the Board of Trustees shall be final and binding upon the parties.

## ARTICLE 4

### LIBRARY'S MANAGEMENT RIGHTS

- A. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:
- (1) The executive management and administrative control of the Library and its properties and facilities, and the activities of its employees;
  - (2) To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
  - (3) To suspend, demote, discharge or take other disciplinary action for good cause;
  - (4) To establish a code of rules and regulations of the Library for its own operation;
  - (5) To make all decisions relating to the performance of the Library's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
  - (6) To establish any new job qualifications, classifications and content and to change same;

- (7) To establish, change, or combine and schedule the working hours of employees;
- (8) To change the job descriptions, assignments and duties of any classification;
- (9) To evaluate the work performance levels and standards of performance of the employees;
- (10) To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- (11) To change, modify or promulgate reasonable rules and regulations upon notice to the Union;
- (12) To assign work as it determines will benefit the Library and/or the public it serves;
- (13) To utilize the services of a contractor when, in the judgment of the Library, such services would be more efficient.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Library, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution of the Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Library in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Library in any of its rights, responsibilities and authority under N.J.S.A. 40A or 11 or any other national, or state or local ordinance.
  
- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Library not specifically prohibited by the Agreement shall be deemed a management right and shall be considered such as if fully set forth herein.
  
- E. It is specifically understood that this clause is deemed to be a waiver by the Union of any bargaining rights it may have by statute, for the duration of this Agreement.

## **ARTICLE 5**

### **UNION BUSINESS**

- A. The Library's sole responsibility in the administration of all Union matters shall be with the Chief Steward or alternate of the Union. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Chief Steward or alternate of the Union shall be the designated representative of the Union for such matters which take place at the work place.
- B. In accordance with Paragraphs C and D, below, the Chief Steward or alternate of the Union shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with Library representatives.
- C. The Chief Steward or alternate of the Union shall not leave his job without the permission of his Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor and his own. Permission will not be unreasonably denied.
- D. Under no conditions shall the Chief Steward or alternate of the Union interfere with the performance of the work of others.
- E. The Chief Steward or alternate of the Union has no authority to give orders regarding work to any person employed by the Library, by virtue of his position as Union Chief Steward or alternate of the Union.
- F. The Union shall notify the Library immediately following the selection or replacement of its Chief Steward or alternate of the Union.

## **ARTICLE 6**

### **UNION VISITATION RIGHTS**

- A. An officer or duly accredited representative of the Union may be permitted to visit the premises only after prior authorization from the Library Director or her designee. An escort may be provided at the discretion of the Library Director or her designee. Such visitation shall not interfere with the conduct of the Library's business or with the duties of its employees.
  
- B. Whenever a Union representative wants to meet with the Library Director or Assistant Director, the Union representative shall provide written notice to the Library no less than 5 business days in advance of the requested meeting.

## ARTICLE 7

### BULLETIN BOARD PRIVILEGES

#### A. Space Availability

The Library shall supply one bulletin board to be located in a non-public area of the main library for the use of the Union to post announcements.

#### B. Authorization

All notices are to be signed by the Chief Steward or alternate of the Union, Secretary or other duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph C, below, except after such notice has been approved in writing by the Library Director and the Chief Steward or alternate of the Union.

#### C. Material

The Union may use the bulletin board to post only the following announcements:

1. Notice of Union recreation or social affairs.
2. Notice of Union elections and results of such elections.
3. Notice of Union meetings.
4. Notice of Union appointments.
5. Union minutes of general meetings.
6. Bona fide Union business.

## **ARTICLE 8**

### **HOURS OF WORK AND OVERTIME**

- A. The normal work day for Professional and Clerical Staff shall be seven (7) hours. Specific schedules and hours shall be as scheduled by the Library from time to time.
- B. The normal work day for Maintenance Staff shall be eight (8) hours. Specific schedules and hours shall be as scheduled by the Library from time to time.
- C. Overtime at time and one-half (1½) the base rate shall be provided only for authorized work in excess of forty (40) hours worked per week for all staff. Said overtime shall be either in compensatory time or in pay, at the Library's option.
- D. All working time shall be properly recorded in accordance with Library procedures.
- E. All employees shall work a reasonable amount of overtime when requested by the Library.
- F. There shall be no pyramiding of overtime or premium pay.
- G.
  - 1. The Library reserves the right to schedule or reschedule employees in accordance with its needs; this right specifically includes, but is not limited to, scheduling evenings, Saturdays and/or Sundays as normal work days.
  - 2. If the Library determines to open on Sundays on a regular ongoing basis, it will notify the Union in advance for the purpose of discussing such openings. This paragraph shall not apply to special events which require opening on Sunday on a sporadic basis.

- H. All employees working at least seven (7) hours shall be entitled to one (1) fifteen minute break per day, which shall be scheduled by the Library. No breaks shall be taken unless the Supervisor approves, and all employees shall be considered "on-call" during their breaks and shall not leave the building. In addition to the break referred to above, the Library will provide one (1) fifteen (15) minute break each day during the second half of the shift; such breaks will be provided at the Supervisor's discretion, and if the privilege is abused, the practice will cease immediately. The second break applies only to full time employees.
- I. All meal breaks are taken on the employee's own time, as scheduled by the Library.
- J. Nothing herein shall guarantee employees any minimum work day or work week.
- K. Any employee who is absent for five (5) consecutive days or more who does not notify the Department Head shall be subject to dismissal.
- L. The Library shall have the right to dock an employee a quarter-hour's pay for each quarter-hour or part thereof that he is late on a consistent or repetitive basis. The Library shall have the discretion not to dock any employee for lateness upon good or just cause shown as the reason for the lateness.
- M. "On-call" assignments will be rotated as equitably as reasonably possible.
- N. If an employee has to leave the building on library business or otherwise, permission must first be obtained from the Department Head or, in his/her absence, from the Director or Assistant Director.

## ARTICLE 9

### VACATIONS

- A. Annual vacations shall be provided to the members of the bargaining unit in accordance with the following schedule:

First Year of Service	-	(1) work day per month
After one (1) year	-	(1.83) work days per month

- B. Vacation entitlement shall be prorated for any service less than a full year.
- C. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the Library, it is deferred to the following year. In that event, it must be used prior to March 15th of that year.
- D. Vacations shall be taken in minimum blocks of one (1) week at a time. However, up to one (1) week of vacation time may be taken in individual blocks of one (1) day or more, subject to the Director's approval.
- E. Scheduling of all vacations shall be at the discretion of the Library Director or her designee. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Library.
- F. Pay for vacation period consists of regular base pay only, excluding overtime and premium pay of any type.
- G. Procedural aspects of vacations scheduling shall be as determined by the Library. All requests for vacations of one (1) week or more shall be submitted at least four (4) months in advance; however, if an employee requests a vacation

time slot on less than four (4) month's notice, and the slot is available, the four (4) month's notice will be waived.

- H. No employee may take any vacation time until six (6) full months of service are completed.
- I. The Library may, at its discretion, allow an employee to take vacation time prior to its being earned. An employee's final paycheck will be adjusted should the employee's employment be terminated before he/she earns the vacation time advanced to him/her under this section.
- J. Part-time employees shall receive prorated vacation.
- K. Any vacation not taken by March 15th of the succeeding year under Paragraph C, above, shall be forfeited, unless the Library requested the delay. In that event, the time may be taken later, or paid for at straight time, in the Library's discretion.
- L. Any employee who has already earned his vacation in accordance with Paragraphs (A) and (B) of this Article shall be paid in advance for that portion of his vacation, upon his request.

## ARTICLE 10

### HOLIDAYS

A. For each year of this Agreement, the following holidays shall be observed:

New Year's Day  
Martin Luther King's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Three (3) Floating Holidays\*

B. If the Library remains open for service during any of the above holidays, at the discretion of the Library Board, employees who are required to work on holidays shall be given compensatory time, which shall be taken as arranged with the Library Director on a straight time basis.

C. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one (1) additional day.

D. Any employees who are required to work on a holiday shall receive no additional compensation other than the compensatory time as defined in Paragraph "B" above, at their base pay rate.

E. The Library shall have the option, if a holiday falls on a Saturday or Sunday, to celebrate such holiday on the Saturday, the Sunday, the previous Friday, or the following Monday.

- F. Regular part-time employees [working twenty (20) or more hours per week] shall receive holiday benefits on a pro rata basis. Such employees may request to work additional hours during weeks where holidays fall, in order to receive a full day's pay for the holiday, provided that requests for such time are approved in the Library's sole discretion. Where a holiday falls on a day that a part-time employee is not scheduled to work, they will be provided with a pro-rated compensatory day for the holiday as opposed to being paid for same. Example: An employee is scheduled to work Wednesday, Thursday and Friday in a week where there is a Monday holiday – he/she shall receive pro-rated compensatory time instead of pay for that day.
- G. In order to receive holiday compensation, staff must work the day before and the day after the holiday. If an employee is scheduled to work on a holiday, failure to do so may be grounds for disciplinary action
- H. Employees are subject to being available to work on the Saturday after Thanksgiving.

\*NOTE: The three (3) floating holidays may be used for those personal reasons (including religious leave), which necessitate absence from work. Advance notice and approval for the use of such leave must be provided and obtained prior to its use. Such leave may generally not be used for the purpose of extending holidays, vacations or weekends; however, upon special request, such use will be permitted in the discretion of the Library's Director or Assistant Director.

## **ARTICLE 11**

### **JURY DUTY**

- A. Employees called for jury duty as certified by the Clerk of the Court shall be granted leave with straight time pay less any compensation they may receive for attending required jury duty for a maximum of ten (10) business days.
- B. If an employee is required to serve on jury duty, such employee shall be required to notify the immediate Supervisor or the Library Director in writing at least two (2) weeks in advance and report for his/her regularly assigned work on the calendar day immediately following his/her final discharge from jury duty. If discharged from jury duty prior to the end of one-half work day, employees shall report for work for the duration of the work day.
- C. If there is a change in the originally established jury duty leave, the employee must notify the immediate Supervisor or Library Director to make the necessary arrangements to return to work; otherwise, the employee shall receive no pay from the Library.
- D. Jury duty on an unscheduled work day shall not be paid by the Library.
- E. The immediate Supervisor or Library Director must be notified in advance when known, any day that employees are not required to report for jury duty, and employees shall report to work on those days.
- F. Employees shall receive no pay from the Library if they volunteer for jury duty.
- G. Proof of jury service may be required by the Library.
- H. The Employer shall comply with N.J.S.A. 2B:20-16 when granting jury duty leave.

## ARTICLE 12

### BEREAVEMENT LEAVE

- A. All members of the bargaining unit shall be entitled to five (5) consecutive days of bereavement leave per year at no loss in regular pay to attend the funeral of a member of their immediate family.
  
- B. Immediate family is defined as a grandparent, parent, spouse, domestic partner as defined by N.J.S.A. 26:8A-1 et seq. (“New Jersey’s Domestic Partnership Act”), child, sibling, parent-in-law or any person residing permanently as a regular member of the employee’s household.
  
- C. Each employee is entitled to one (1) day of bereavement leave with pay in the event of the death of a relative or close friend other than the employee’s immediate family in order that the employee may attend the funeral.
  
- D. The Library Director reserves the right to require reasonable proof of death and/or relationship.

## **ARTICLE 13**

### **SICK LEAVE**

- A. Full-time employees shall accumulate sick leave on the basis of one (1) day per month of service during their first full year of employment, and one and one-quarter (1¼) days per month thereafter. Regular part-time employees are eligible for sick leave on a pro rata basis.
- B. Sick leave refers to the absence of an employee due to personal illness, accident, exposure to contagious disease, medical or dental appointment, maternity leave or attendance upon a sick member of the employee's immediate family. Immediate family shall be defined, for the purpose of this Article, as father, mother, spouse, child, sister, brother or relative residing in the employee's household. Sick leave not used shall accumulate from year to year to be used if needed. Sick leave shall not be used to care for a non-sick child due to routine childcare issues.
- C. Each employee shall be entitled to two (2) personal leave days per year, which may be used for those personal reasons, (including religious leave), which necessitate absence from work. Advance notice and approval for the use of such leave must be provided and obtained prior to its use. Such leave shall not be used for the purpose of extending holidays, vacations, or weekends.
- D. The Library Director may require proof of the need for sick leave whenever such requirement appears desirable, in her discretion.
- E. Abuse of sick leave is grounds for disciplinary action.

- F. In the event of the absence of an employee, such employee shall notify the Library prior to his/her scheduled shift. Such employee shall call prior to his/her scheduled shift for any day during which a sick day will be taken.
- G. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave or for disciplinary action.
- H. Sick leave may be used in no less than half ( $\frac{1}{2}$ ) day blocks only.
- I. Terminal Leave
  - 1. Employees who actually retire on a non-deferred basis from the Public Employees' Retirement System and who have completed at least twenty (20) years of service with the Johnson Public Library or are age sixty (60) or over shall be reimbursed for unused accumulated sick leave at rates indicated below. In order to qualify for this benefit the employee shall provide written notice of retirement to the Library Director no later than September 1 of the year prior to retirement.
  - 2. Professional staff shall be reimbursed at a rate of \$95.00 per day of unused accumulated sick leave to a maximum of \$15,000. Clerical and maintenance staff shall be reimbursed at a rate of \$70.00 per day of unused accumulated sick leave to a maximum of \$15,000.
  - 3. Payment may be made in a lump sum or installments for up to two years as determined by the Board of Trustees.
- J. In the event of an employee's death after having met all the requirements of paragraph I of this Article, the benefits listed in those sections shall be paid to the employee's estate.

## ARTICLE 14

### UNPAID LEAVE OF ABSENCE

- A. At the discretion of the Library Director, and with the approval of the Board of Trustees, any employee may be granted a leave of absence without pay.
- B. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to bear the costs.
- C. A leave of absence shall not exceed six (6) months in length, after which it may be reconsidered and any requested extension may either be granted or denied.
- D. Employees are required to notify the Library of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- E. The Library shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance.
- F. The Library may, in its discretion, pay for any or all leave as outlined in Paragraphs A-E, above.

**ARTICLE 15**

**WORK-CONNECTED INJURIES**

- A. Employees who become ill or are injured as a result of, or arising from their employment are eligible for Worker's Compensation payments, and shall be accorded a leave of absence for the duration of their illness or injury, for a maximum of six (6) months.
  
- B. The Library may, in its discretion, pay the employee the difference between his regular salary and the amount of the Worker's Compensation pay, for any or all of the said six (6) month period.

**ARTICLE 16**

**MILITARY LEAVE**

Military Leave shall be provided in accordance with applicable law.

## ARTICLE 17

### CONFERENCES AND PROFESSIONAL DEVELOPMENT

- A. Employees may be granted time off, at the sole discretion of the Library Director, to attend professional meetings and conferences.
- B. To the extent that the budget allows, at the sole determination of the Library Director, all or part of the expenses for said professional meetings and conferences will be paid by the Library.
- C. Expenses may include mileage, tolls, parking fees, hotels, registration, fees, and meals. Necessary and proper documentation must be provided.
- D. Employees who are authorized to use their own cars on Library business or to attend meetings as authorized representatives of the Library shall receive mileage at the rate established by the Internal Revenue Service from the Johnson Free Public Library to the place of business or meeting and the return to the Johnson Free Public Library.
- E. To the extent the budget allows and at the sole discretion of the Library Director, employees may be reimbursed for the costs of workshops and/or seminars that are directly related to the employees' provision of services to the Library.

## ARTICLE 18

### **PROMOTIONS AND FILLING OF OPENINGS (NON COMPETITIVE OR PROVISIONAL)**

- A. The term promotion means the advancement of an employee to a higher paying position. Promotions are based upon merit and are not automatic. Any promotion is subject to a three (3) month working test period during which time the employee will be paid at the rate of the new position and have the title of the new position.
  
- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the development or establishment of a new job classification is created, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, location of the job and the nature of the job requirements in order to qualify. Such posting shall usually be for a period of ten (10) calendar days.
  
- C. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Library Director.
  
- D. The Library shall fill such job openings or vacancies, (if it is determined that such jobs shall be filled) from among those employees who have applied, who meet the standards of the job requirements as determined by the Library, including ability, experience, qualifications, aptitude, attitude and general suitability.

- E. If a promotion occurs and such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.
  
- F. The Library retains the right at all times to fill a vacancy from outside the unit, or to allow the vacancy to remain unfilled. Employees of the Library shall be given a preference, however.

## ARTICLE 19

### INSURANCE BENEFITS

- A. All full-time, non-seasonal employees and their qualified dependents shall be eligible for Hospitalization coverage and Major Medical coverage. Such coverage will be fully paid by the Library after three (3) months of continuous employment.
  
- B. All employees belonging to the New Jersey Public Employees Retirement System are covered by contributory life insurance.
  
- C. The Library will provide to all full-time, non-seasonal employees a contributory dental plan so long as the City of Hackensack provides a dental plan to its non-police/fire organized personnel. The Library employees shall be enrolled as part of the City's plan, and it will only be offered so long as the City offers the plan to its non-police/fire employees. The plan will be effective as soon as the Library can reasonably enroll the employees pursuant to the Plan's regulations. If the Library cannot be added to the City's group, then this paragraph shall be null and void. The current plan shall be in accord with the following:
  - (1) The Library shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.

- (2) It is understood and agreed that no employee shall be obligated to participate in said Program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment, however, reenrollment at any later date during continuous employment with the Library will be denied.
- (3) Part-time and seasonal employees shall not be eligible for this insurance.
- (4) Nothing contained herein shall preclude the Library from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- (5) The Library's contribution as hereinabove set forth shall continue for as long as the enrolled employee continues to be employed by the Library and receives a bi-weekly pay check.
- (6) An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

- D. The Library reserves the right at any time to change insurance carriers, so long, as similar coverage is maintained.
  
- E. During the term of this Agreement, the Library reserves the right to change any and all of its insurance coverages, co-payments ,and carriers to those coverages, co-payments and carriers offered and used by the City of Hackensack. In addition, if the City requires employee contributions, the Library shall have the right to require the same contributions. In accordance with State Law, each employee shall contribute 1.5% of pensionable salary.
  
- F. Employees who retire after twenty (20) or more years of service to the Johnson Public Library, or are age sixty (60) to sixty-five (65), shall, upon request, continue to be enrolled in the health benefits plan provided to employees of the Johnson Public Library. Annual premiums shall be paid by the retired employee in a manner established by the Board of Trustees. The retired employees continue to be enrolled in the plan provided premiums are paid in a timely manner.

## **ARTICLE 20**

### **MATERNITY**

- A. Permanent employees shall be entitled to utilize any accumulated sick leave for up to one (1) calendar month prior to the expected date of childbirth and for up to one (1) calendar month thereafter upon presentation of doctor's certification and recommendation by the Library Director.
- B. Should disability occur earlier in the pregnancy or continue for more than the one (1) calendar month following birth, the employee shall be entitled to use additional sick leave if she presents a physician's certificate attesting to her extended disability.
- C. The Library reserves the right to verify doctor's certificates through a doctor of its choice.
- D. Employees may utilize their accumulated sick leave for this additional disability leave.
- E. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.
- F. Childcare leaves, without pay, for periods where the employee is not disabled may be granted by the Library Board in accordance with the Article regarding leaves without pay.

## ARTICLE 21

### DUES CHECK-OFF

- A. The Library agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Library to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9 (e).
  
- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Library written notice ninety (90) days prior to the effective date of such change.
  
- C. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Library. The Union shall indemnify, defend and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library in reliance upon this entire Article.
  
- D. Payroll deductions of Union dues under the properly executed authorization for payroll deduction of Union dues forms, shall become effective within ninety (90) days from the time the form is signed by the employee, and shall be deducted and paid to the Union at least once each quarter.

- E. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.
  
- F. Prior to the beginning of each calendar year, the Union will notify the Library in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by non-members will be equal to 85% of that amount.
  
- G. 1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Library a list of those employees who have not become members of the Union for the then current membership year. The Library will deduct from the salaries of such employees, in accordance with paragraph G.2., below, the full amount of the representation fee and will transmit the amount so deducted to the Union.

2. The Library will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:
  - a. Within thirty (30) days after receipt of the aforesaid list by the Library;
  - b. or Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Library in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
  
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union will notify the Library in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Library received said notice.
  
5. On or about the last day of each month, the Library will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.
  
6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Library shall immediately cease making said deductions.
  
7. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Library prior to the institution of this Article.

## ARTICLE 22

### SALARIES

- A. Effective January 1, 2011, all full-time employees in the unit will have their base salaries increased by 2.75% or one-thousand (\$1,000) dollars, whichever is greater for the period January 1 to December 31, 2011. All part-time employees will receive a pro-rated amount of the foregoing increases. Salaries for the period January 1, 2012 through December 31, 2012 shall be determined through collective bargaining held on or after October 1, 2011.
- B. The Library shall continue to retain the right to reward superior performance with additional increases above those stated in Paragraph A, or to withhold or delay the increases as stated in Paragraph A due to inferior performance.
- C. The Library shall retain the right to hire new employees within the established ranges for any position.
- D. It is specifically understood that the "step system" in effect prior to the implementation of the parties' first agreement, shall be of no force and effect.
- E. The salary ranges established for each year of this Agreement are attached in Schedule A.
- F. The Library shall have the right to withhold up to one (1) week's pay from all employees hired on or after January 1, 1988.
- G. Each professional employee shall provide four (4) week's actual notice before resigning. Non-professional employees shall provide two (2) week's actual notice before resigning. These notice periods shall not include vacation time due. Any

employee not complying with the foregoing shall be considered as having resigned not in good standing, and shall forfeit any pay for unused time due.

- H. The Library agrees that in the event of a lay-off, it shall provide not less than four (4) week's notice to professional staff and not less than two (2) week's notice to the non-professional staff.
- I. All employees must be employed for at least six (6) full months to be eligible to receive any wage increase.
- J. The Sunday rates currently being paid to employees pursuant to the separate memorandum of agreement regarding Sunday openings shall be frozen at the rates in effect in December of 1998.

## ARTICLE 23

### EMERGENCIES

- A. All employees will be expected to report as scheduled unless notified that the Library will be closed due to emergency condition (snowstorm, power failure, etc.), in which case the employees will receive their regular pay, if they were scheduled to work.
  
- B. In the event, that the emergency condition is altered (i.e., improved, cancelled, etc.) during the morning, the Library reserves the right to open by 1:00 P.M. on that day, provided those employees scheduled to work are so informed by the Library Director or her designated representatives before 12:00 noon. It is the responsibility of the employee to be available for contact until 12:00 noon on such days.
  
- C. If a weather emergency has not been declared by the Library and individual staff members are unable to come to work, the time may, in the Library's discretion, be charged to an employees' accrued time, if any, or if none, the employee may lose the day's pay.
  
- D. If an employee is unable to report to work, the employee must call in to report the absence to the Department Head, Assistant Director or to the Administrative Secretaries as soon as possible on the work day.

- E. The Library reserves the absolute right and sole discretion to determine whether its facilities or any individual facility or branch shall be closed by reason of emergency.
  
- F. In the event that any member of the maintenance staff-is called in after the completion of his regularly scheduled shift, he shall be guaranteed a minimum of two (2) hours work, or pay in lieu thereof.
  
- G. If the Library is closed due to any emergency, any employee on a regularly scheduled day off shall receive no compensation for the day.

## ARTICLE 24

### DEATH OF AN EMPLOYEE

In the event of the death of an employee, the Library shall pay to his/her estate or his/her named beneficiary unpaid wages (including overtime) to date of death plus payment for any unused vacation leave. In addition, benefits shall be payable in accordance with Article 13.I.

## ARTICLE 25

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee, or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

## **ARTICLE 26**

### **NON-DISCRIMINATION**

Neither the Library nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin, ancestry, citizenship, mental or physical disability, handicap, military status, domestic partnership status, civil union, affectional or sexual orientation, atypical hereditary cellular or blood traits, genetic information (including the refusal to submit to genetic testing), gender identity or expression or any other legally protected classification under federal, state or local law.

**ARTICLE 27**

**LONGEVITY**

A. In addition to base salaries, full-time employees hired prior to January 1, 2008 shall be entitled to a longevity payment in accordance with the following schedule:

<u>Years of Completed Service with the Johnson Free Public Library</u>	<u>Amount of Longevity as a Percentage of Base Salary</u>
5	2%
10	4%
15	6%
20	8%
25	10% (maximum)

B. Part-time employees hired prior to January 1, 2008 shall be entitled to this benefit on a pro rata basis.

C. Longevity will be calculated as of the employee's actual anniversary date, but shall not be payable until the first pay period of the quarter following the anniversary date.

D. Employees hired on or after January 1, 2008 shall not be entitled to a longevity increase.

**ARTICLE 28**

**MISCELLANEOUS WORKING CONDITIONS**

- A. Custodial/maintenance employees shall be entitled to a clothing allowance as set forth below:

Year	Annual Allowance
2011-2012	\$375

The employees must wear a clean, presentable and safe uniform each day. Prior to receiving their clothing allowance, all eligible employees must present proof of purchase of appropriate clothing upon request by the Library.

- B. The Library shall endeavor to maintain a comfortable climate in all working areas. If the Library is unable to maintain comfortable climate levels, it will take reasonable actions to move staff to other locations, insofar as practicable to maintain adequate service to the public.
- C. Computer, e-mail and internet use is subject to the Library's policies and procedures. Employees' use of computers, related equipment and the Internet during working hours shall be strictly limited to work-related assignments. There shall be no use of e-mail, programs, printers or the Internet for personal reasons at any time the employee is being paid, except during paid breaks; however

Library computers shall not be utilized by employees on break between the hours of three (3:00) p.m. and five (5:00) p.m. There shall be no use of obscenity or pornography on any computer or related equipment by staff at any time.

## ARTICLE 29

### FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Library and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## ARTICLE 30

### NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action (including picketing and/or lobbying) against the Library or any of its employees. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.
- C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Library in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.

**ARTICLE 31**

**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2011, and shall be in effect to and including December 31, 2012. Sixty (60) days prior to the expiration of this Agreement, the parties will meet to begin negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Hackensack, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

JOHNSON FREE PUBLIC LIBRARY

PUBLIC EMPLOYEE DIVISION  
LOCAL 108, R.W.D.S.U., U.F.C.W.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**SCHEDULE "A"**

**SALARY RANGES  
2011 - 2012**

<b>Professional (35 Hour Week)</b>			<b>2011 -2012</b>
Senior Librarian	\$38,812.00	to	\$63,652.00
Librarian	\$35,190.00	to	\$57,442.00
<b>Para-Professional</b>			
Library Associate	\$31,000	To	\$50,602.00
<b>Clerical (35 Hour week)</b>			
Principal Library Assistant	\$28,462.00	to	\$47,610.00
Senior Library Assistant	\$26,392.00	to	\$44,505.00
Senior Clerk Typist	\$26,392.00	to	\$44,505.00
Clerk Typist	\$23,805.00	to	\$38,812.00
Library Exhibit Artist	\$23,805.00	to	\$38,812.00
Library Assistant	\$23,805.00	to	\$38,812.00
<b>Maintenance (40 Hour week)</b>			
Senior Bldg. Maintenance Worker	\$33,637.00	to	\$55,890.00
Building Maintenance Worker	\$25,875.00	to	\$41,917.00
<b>Security (36 to 40 Hour week)</b>			
Library Security Guard	\$25,875.00	to	\$41,917.00

**APPENDIX A**

**LETTER OF UNDERSTANDING**

**WHEREAS**, the parties hereto are signatories to a Collective Bargaining Agreement, and

**WHEREAS**, the parties have reached an understanding which they wish to memorialize, but do not wish to, place within the Agreement itself; it is hereby

**AGREED AND UNDERSTOOD**, as follows:

Any employee may, upon reasonable suspicion that said employee is unfit for duty, be required to undergo a physical examination, in the Library's discretion. The Library, in each case, shall determine whether the individual shall go to his or her own physician, or one of the Library's choosing.

Should the Employee's own physician disagree with the opinion of the Library's physician, the two physicians shall be asked to jointly choose a third physician, whose decision shall be adopted by both parties.

The intent of this letter of understanding is not for the purpose of screening for drug use or alcoholism; instances of such shall be investigated pursuant to relevant law.

JOHNSON FREE PUBLIC LIBRARY

PUBLIC EMPLOYEE DIVISION  
LOCAL 108, R.W.D.S.U., U.F.C.W.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**APPENDIX B**

**LETTER OF UNDERSTANDING**

**WHEREAS**, the parties hereto are signatories to a Collective Bargaining Agreement; and

**WHEREAS**, the parties have reached an understanding which they wish to memorialize, but do not wish to place within the Agreement itself; it is hereby

**AGREED AND UNDERSTOOD**, that:

If the City of Hackensack provides a Vision Plan to its organized non police/fire Employees, the Library agrees to reopen negotiations for the purpose of negotiating over such a plan for the Library employees.

JOHNSON FREE PUBLIC LIBRARY

PUBLIC EMPLOYEE DIVISION  
LOCAL 108, R.W.D.S.U., U.F.C.W.

BY: \_\_\_\_\_

BY: \_\_\_\_\_