

AGREEMENT

Between

Woodbridge Free Public Library

THE FREE PUBLIC LIBRARY OF WOODBRIDGE
WOODBRIDGE, NEW JERSEY

and

LOCAL #2923 AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

(Librarians/Clerks)

X January 1, 1980 /through December 31, 1981 }

LIBRARY
Institute of Management and
Labor Relations

DEC 22 1981

RUTGERS UNIVERSITY

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APPENDIX A

TITLES COVERED BY UNION CONTRACT:

Principal Librarian

Senior Librarian

Junior Librarian

Library Trainee

Principal Clerk Bookkeeper

Principal Clerk Typing

Senior Clerk Steno

Senior Clerk Typist

Clerk Typist

Supervising Library Assistant

Senior Library Assistant

Junior Library Assistant

Audio Visual Aids Clerk

Library Exhibit Artist

CETA employees, as appropriate, however only for those matters fully controlled by the Board of Trustees.

ARTICLE I

RECOGNITION

- A. The Library recognizes Local Union #2923 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in only the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding however supervisors, security guards, confidential employees and all others.
- B. The title "employee" shall be defined to include the plural as well as the singular and to include males as well as females.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

- 1. The term "grievance" shall mean any complaint by an employee that there has been a violation of this Agreement or any alleged misinterpretation or unfair application of board policy or a complaint by the Union that there has been a violation of this Agreement.

B. Purpose

- 1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise from time to time affecting employees.
- 2. Nothing contained herein shall be construed to prevent an employee from processing his own grievance.

C. Procedure

- 1. An aggrieved employee shall institute action under this procedure within ten (10) calendar days of the event giving rise to the grievance or within ten (10) calendar days of when the employee should reasonably have known of the event. Failure to act within said ten (10) calendar day period shall be deemed to constitute a waiver of the grievance.
- 2. The aggrieved employee, with or without a steward present at the employee's option, shall discuss the matter first with his immediate superior in an attempt to resolve it informally. A decision shall be made within four (4) calendar days by such immediate superior.

3. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the next level of supervision (Head of the Main or Branch Library in the case of clerical and secretarial employees) within five (5) calendar days of the decision in paragraph 2 above. If requested, the appropriate level of supervisor shall meet with the grievant who may be accompanied by the Union president or his designee. The appropriate level of supervisor shall render his decision in writing within ten (10) calendar days of receipt by him of the grievance or of the grievance meeting, whichever shall come later.
4. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the Library Director or his designee within five (5) calendar days of the decision in paragraph 3 above. If requested, the Library Director or his designee shall meet with the grievant who may be accompanied by the Union president or his designee. The Library Director or his designee shall render his decision in writing within ten (10) calendar days of receipt by him of the grievance or of the grievance meeting, whichever shall come later.
5. If the grievance is not satisfactorily resolved in the above step, the decision of the Library Director or his designee may be appealed in writing to the Board of Trustees within five (5) calendar days of receipt of such decision. The Board, or a committee thereof, shall meet if requested with the grievant who may be accompanied by the Union president or his designee and council representative. The Board shall render its decision in writing within thirty (30) calendar days of receipt of the appeal or of the grievance meeting, whichever may come later.
6. Only a grievance specifying a violation or misinterpretation of the agreement may be appealed to arbitration; however, an arbitrator may not conduct a hearing and/or issue an award on the merits of any issue involving CETA personnel unless the Board has full and sole authority over the action being complained. If the grievance is not satisfactorily resolved in the foregoing step, the aggrieved employee may elect to pursue his grievance under the provisions of the Civil Service Act in which case such election shall be deemed an absolute waiver of the option to appeal to arbitration. In the event the aggrieved employee does not elect to pursue his grievance under the provisions of the Civil Service Act, the Union may submit the grievance to arbitration under the rules of the New Jersey State Board of Mediation within ten (10) calendar days of receipt of the decision of the Board of Trustees with concurrent notice to the Board. Submission of the grievance to arbitration shall be deemed to constitute an absolute waiver of the option to appeal under the provisions of the Civil Service Act.
7. The arbitrator shall limit himself to the interpretation of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding.

8. The cost for the services of the arbitrator shall be borne equally by the Union and the Library. Any other expenses incurred shall be paid by the party incurring same.
9. Failure by the aggrieved employee to observe the time limits of this Grievance Procedure shall constitute a waiver of further processing of the grievance.

ARTICLE III

DISCIPLINE

- A. An employee may be suspended, disciplined, or discharged only for just cause.

In the event of a suspension in excess of five (5) days or in the event of a termination, the employee shall be entitled to notice and hearing. At any such disciplinary hearing, the employee may be represented by the Steward, the local union president or designee and a council representative.

In the case of a suspension of five (5) days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.

- B. The Union may elect to appeal the matter to arbitration provided that such an appeal is joined in by the employee in writing. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.
- C. In the event the employee involved elects the Civil Service Procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter to arbitration.

ARTICLE IV

HOURS OF WORK

- A.1. The regular workday for full-time employees shall consist of eight (8) consecutive hours of work, including a one-hour lunch period.
2. Part-time employees shall be scheduled at the discretion of the director.
- B. So far as practicable, an employee's workday shall not be changed without reasonable notice.
- C. The regular work week shall consist of not more than forty (40) hours, including lunch periods.

- D. Employees shall be granted a total of twenty (20) minutes per day as a coffee break, and such coffee break may be one twenty-minute break during the day or may be two ten-minute breaks.
- E. Each employee shall be granted one (1) hour per day for lunch. Effective upon the signing of this Agreement, if the lunch hour of librarians and supervising librarian assistants is interrupted, for ten (10) minutes or more by reason of library duties, such lost time shall be returned to the librarians and supervising librarian assistants as straight compensatory time to be taken only at a time approved by the proper supervisor.

- F. In the event of inclement weather, every effort to report to work will be made on the part of staff members unless otherwise officially notified. If the Library is closed due to inclement weather, those employees so notified will suffer no loss of pay. Those employees who are either not notified to not report or are notified to report shall receive equal compensatory time for all time worked.

In the event the Library officially has a late opening, employees scheduled to work and who report shall suffer no loss of pay.

- G. If an employee is recalled to work after leaving his post of employment or on his days off, he shall be guaranteed two (2) hours' payment at time and one-half.
- H. All overtime work shall be assigned on a rotating basis among the employees within a necessary job classification. The supervisor shall not be a part of the rotation but when assigned shall be unrestricted in performing the work necessary. In the event of an emergency, the Library shall call out those persons deemed necessary to correct the emergency situation. In the event an employee replies he is unavailable to be called in, he shall be considered as if he had accepted for rotational purposes.
- I. The Library shall attempt to hire a qualified librarian for only Sunday work at a rate established by the Library. Sunday work shall be voluntary providing those volunteering are qualified to perform the necessary work and sufficient employees in the opinion of the supervisor concerned do volunteer. If there are insufficient employees in the opinion of the supervisor, the supervisor shall assign in reverse seniority order the number from the seniority roster he/she considers sufficient on a rotating basis from among those he/she considers qualified. With the approval of the supervisor, the employees may trade or give away Sunday work with other qualified employees.
- J. Overtime shall be one and one-half (1 1/2) times the base hourly rate after thirty-five (35) hours per week or after the regular workday, except as necessitated by summerhours scheduled, and shall be paid in money or compensatory time at the election of the employee.

ARTICLE V

NONDISCRIMINATION

The Library and the Union agree that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, political affiliation, Union membership or lack of Union membership, participation in or lack of participation in legal Union activities.

ARTICLE VI

SENIORITY

- A. Layoff or recall of permanent employees shall be in accordance with seniority in each job classification.
- B. In the event of a layoff, permanent employees shall be recalled in accordance with Civil Service regulations and notification to such recalled employees shall be by certified mail to the employee's last listed address.

ARTICLE VII

POSTING

- A. Notice of all vacancies shall be posted on employee bulletin boards, with a copy provided to the Union president. Newly created positions, vacancies, or promotional jobs are to be posted in the following manner: classification, location, rate of pay, hours of work, person to contact.
- B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications prior to publication of the names of the successful applicant.

ARTICLE VIII

TRANSFERS

- A. In filling job vacancies, the Library Director will give consideration to an employee's written request for transfer provided such request is in the best interests of the Library.
- B. In considering such requests for transfer by two or more employees, seniority shall be the determining factor provided ability to perform the duties of the job is equal. Decisions with respect to filling job vacancies shall be determined by the Library at its sole discretion.

- C. Decisions made by the Library Director concerning involuntary transfers, filling of job vacancies and requests for transfers may be grieved up to and including the level of the Board but shall not be arbitrable.

ARTICLE IX

HOLIDAYS

- A.1. Each employee shall be entitled to fourteen (14) paid holidays per year, with the Library having the sole right to designate holidays. Usually, such fourteen (14) paid holidays shall be as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday (the 3rd Monday in February)
Good Friday
Memorial Day (the last Monday in May)
Independence Day
Labor Day
Columbus Day (the 2nd Monday in October)
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

- A.2. For the calendar year 1980, the "Employee's Birthday" holiday shall be any mutually agreeable date.

- B. It shall be at the sole discretion of the Library to determine if the Main Library and/or any branch Library are to be open any portion of a paid holiday. In the event it is so determined, the Library shall designate a crew and such crew shall receive at least one and one half (1 1/2) hours of overtime for each hour such employee works on that day.

- C. The Labor Day and Memorial Day holidays shall consist of three consecutive days.

- D.1. The Library shall close at 1:00 P.M. the day before Christmas and the day before New Year's Day. If Christmas should fall on ~~Sunday~~ a Monday, the Library shall close at 1:00 P.M. on the Saturday preceding.

2. If Christmas or New Year's Day shall fall on a Saturday, the Library shall be closed the Friday immediately prior, the Saturday and the following Sunday, and the employees shall suffer no loss of pay. If Christmas or New Year's Day shall fall on a Sunday, the Library shall be closed the Saturday immediately prior, the Sunday, and the following Monday, and the employees shall suffer no loss of pay.

3. If Christmas or New Year's Day shall fall on a Tuesday, Wednesday, Thursday, or Friday, the Library shall close at 1:00 P.M. the day immediately prior as well as be closed the full day of Christmas and/or New Year's and the employee shall suffer no loss of pay. One half of the work force shall be assigned to duty the day prior to Christmas, and the remaining one half the day prior to New Year's Day.

ARTICLE X

VACATIONS

- A. An employee may apply for his vacation at any time during the twelve (12) months preceding the date of his proposed vacation. If two or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority. Vacation time not used in any one year must be used in the next vacation year. In the event an employee applies after April 1 for that same calendar year, such application is subject to denial based upon reasonable Library needs and the vacation time must then be reapplied for.
- B. Vacation time for all employees covered by this Agreement shall be computed as follows:

Librarians

after one (1) year - twenty (20) workdays
after twenty (20) years - twenty-five (25) workdays

Clerks

one (1) to three (3) years - twelve (12) workdays
over three (3) to seven (7) years - fifteen (15) workdays
over seven (7) to ten (10) years - eighteen (18) workdays
over ten (10) to twenty (20) years - twenty (20) workdays
after twenty (20) years - twenty-five (25) workdays

ARTICLE XI

LEAVE OF ABSENCE

- A. Sick leave shall be granted in accordance with the Rules and Regulations of the New Jersey Division of Civil Service.
- B. In the event of death in the immediate family, the employee shall be granted five (5) calendar days of leave, with pay for those working days falling within those five (5) calendar days. For the purpose of this clause, immediate family shall be defined as father, mother, spouse, child, sister, brother, father-in-law, mother-in-law, grandparents.
- C. The Board, upon reasonable notice, shall permit a maximum of six (6) workdays with pay per calendar year to be utilized by the Union for convention or other union-sponsored legal activity. Such six (6) workdays are assigned to the Union and may be utilized, as example, by one (1) employee for a maximum total of six (6) workdays per calendar year or, for example, by six (6) separate employees for one (1) workday each for a maximum of six (6) workdays per calendar year. Such six (6) workdays may be divided among librarians, clerks, custodians and maintenance personnel but shall not exceed six (6) per year.

- D. Maternity leave shall be granted only to employees on permanent Civil Service status. An employee may first utilize accumulated unused sick leave and, if necessary, shall be placed on unpaid leave of absence for the remainder of the required time. The Board may, as it deems necessary, require a doctor's certificate to determine if pregnancy exists, if an employee is physically capable of continuing or returning to work.
- E. If an employee is required to serve on jury duty and such service requires his presence beyond noon he shall receive a full day's pay for each such day of jury duty. If such employee is dismissed from jury duty prior to noon, he shall immediately report for work and shall then receive a full day's pay.
- F. An employee who is a member of the Armed Forces shall be granted such leave of absence as is required by and in accordance with applicable state and federal law.

ARTICLE XII

PERSONAL LEAVE

Employees covered by this Agreement shall, upon reasonable advance notice, be entitled to three (3) days of personal leave of absence with pay in each calendar year, subject to the following:

- (1) Personal leave of absence may be used for emergencies, religious holidays or days of religious observance, personal business, or other personal affairs;
- (2) Such leaves shall not be taken in any manner so as to extend a holiday or vacation period except in the event of an emergency. Any grievance as to whether or not an emergency exists may not be appealed by the employee or by the Union beyond the Director.
- (3) Requests for such leave shall, except in case of emergencies, be made in writing on forms listing the above reasons, and the employee must check the reason upon which his request is made.

Further information concerning the reason for the request must be supplied to the Library Director should he request it.

ARTICLE XIII

MANAGEMENT RIGHTS

The Library hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including the right and

responsibility to direct the affairs of the Library and all its various aspects, such as but not limited to the right to direct the working force, to plan, direct, and control all the operations and services of the Library; to determine the methods, means, organization, and personnel by which said operations and services are to be conducted; to subcontract out work and services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

In the event the Library decides to subcontract out work or services, it will notify the Union of such intention and, if requested, negotiate the impact of such action upon the terms and conditions of employment of employees covered by this Agreement.

ARTICLE XIV

NO STRIKE

The Union shall not instigate, call, engage in, or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of Library service to the community.

The commission of such action by the local Union or its members shall be deemed a violation of this Agreement. In the event of violation, the local Union and/or its officers, agents, and members shall be subject to appropriate penalties.

ARTICLE XV

WORK RULES

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

ARTICLE XVI

UNION SECURITY

- A. The Library agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Library by the treasurer of the Union and the aggregate deductions of all employees shall be remitted to the treasurer of the Union together with a list of names of all employees for whom the deductions were made on or about the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.

- B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year-to-year shall be considered to be in continuous employment.
- C. The Union agrees to save the Library harmless from any action or actions commenced by any employee against the Library, for any claim arising out of such deduction, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided. Errors made by the Library in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

ARTICLE XVII

UNION STEWARDS AND UNION REPRESENTATION

- A. A written list of Union officials and stewards shall be furnished to the Library immediately after their designation, and the Union shall notify the Library promptly of any changes of such Union stewards or officers.
- B. Representatives of the Union, who are not employees of the Library, may be permitted to visit with employees during working hours with the permission of the Library Director.
- C. The Board shall permit the Union officers and stewards to meet on Library premises once monthly. However, no employee shall be absent from duty for such meeting for more than two (2) hours, and such meetings must have advanced scheduling with the approval of the Library Director.

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

ARTICLE XIX

WAGES

- A. Subject to the appropriation and deliverance of funds by the Township of Woodbridge for this purpose, effective and retroactive to January 1, 1980, each employee in the bargaining unit as of January 1, 1980, shall receive a wage increase of nine and one-half percent (9 1/2%). Such wage increase shall be paid during January 1981 and shall be prorated as it affects part time employees and those hired this calendar year.
- B. Subject to the appropriation and deliverance of funds by the Township of Woodbridge for this purpose, effective January 1, 1981, each employee in the bargaining unit on the payroll as of December 31, 1980, shall receive a wage increase of eight percent (8%). Such wage increase shall be prorated as it affects part time employees.
- C. Employees entitled to overtime compensation may elect to receive such compensation in money or compensatory time.
- D. 1. The Board agrees to pay, as a fringe benefit, the following longevity plan:
 - 1 1/2 % of base salary for 5 to 10 years of service;
 - 3% of base salary for 10 to 14 years of service;
 - 4 1/2% of base salary for 14 to 20 years of service;
 - 6% of base salary for 20 to 25 years of service;
 - 7 1/2% of base salary for 25 years and over service.
- 2. The Board agrees to pay this longevity pay to all employees who are on the payroll as of December 1st of the year of the longevity payment. It shall be paid in a lump sum amount prior to the Christmas holidays.
- 3. The Board agrees to use employment seniority as a means to determine the years of established service by the employee.
- E. 1. Effective January 1, 1977, the plan and method utilized by the Township in determining severance payment upon retirement based upon a portion of accumulated unused sick leave shall be incorporated into this Agreement.

2. As of the signing of this Agreement, such plan and method involves the payment upon retirement only of one-third (1/3) of the first one hundred (100) days of accumulated unused sick leave plus one-half (1/2) of all accumulated unused sick leave days over one hundred (100).
- F. For the duration of this Agreement the Board shall continue granting those insurance benefits provided by the Township of Woodbridge, including eye glass, ~~and dental~~ prescription and dental.
- G. 1. To the extent money is available for this purpose, the Board will reimburse an employee for tuition only of formal course work subject to the following conditions:
 - (a) The formal course work must, in the opinion of the Library Director, be job related.
 - (b) Application must be made to the Library Director in sufficient time that approval may be granted by the Board prior to the beginning of such formal course work.
 - (c) Such formal course work must be taken by the employee at a time other than the time such employee is scheduled for work. If such employee can be rescheduled so no conflict exists, this shall be done.
2. Only those employees whom the Board assigns to take formal course work shall be reimbursed for tuition, expenses, and the time necessary for such course work.
- H. In the event an employee, at the request of the Library and properly scheduled, works a split-shift requiring travel to and from work twice within one (1) normal workday, such employee shall receive an additional one (1) hour of compensation at his regular rate, however, not to exceed five dollars (\$5.00) as travel payment, and such travel payment shall be computed only as straight time and not included for the purposes of determining overtime compensation.
- I. Effective upon signing of this Agreement, the meal allowance shall be changed to six dollars (\$6.00).
- J. During the term of this Agreement any employee promoted shall, in the next pay period, receive a wage increase of at least five percent (5%).
- K. Effective upon signing of this Agreement, the mileage payment shall be changed to nineteen cents (\$.19) per mile.
- L. If an employee works a higher classified position for twenty (20) consecutive work days he/she shall begin drawing on the twenty-first (21st) work day and shall continue thereafter for as long as such employee does the work at the higher classification, the minimum rate for the higher paid position or a five percent (5%) increase in his/her own rate, whichever is higher, but in no event shall the new rate be more than the maximum of the higher rated position.

ARTICLE XX

GENERAL PROVISIONS

- A. Bulletin boards shall be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of noncontroversial nature.
- B. It is understood and agreed that if any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific provision of the Agreement affected by such decision and all other provisions shall continue in full force and effect.
- C. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.
- D. The Library shall make available to all present and future employees, copies of this Agreement.
- E. A job description shall be in each employee's personnel folder. Upon reasonable notice an employee may be permitted to inspect his job description, evaluations, and any disciplinary notice.
- F. On paydays ^{or on the day the employee receives his or her check} individual time for lunch shall be extended by fifteen (15) minutes.

ARTICLE XXI

MISCELLANEOUS

- A. The Library and the Union acknowledge this to be their complete contract and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented.
- B. The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State, and Local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby.
- C. The Board in making provisional appointments shall give due consideration to merit, qualifications, experience, and the decision of the Board shall not be arbitrable.
- D. Librarians or clerks, on a staggered preapproved schedule, shall be permitted the time to attend the New Jersey Library Association annual convention. Necessary expenses shall be reimbursed up to the limitation passed by the Board and shall be based upon the presentation of proper and adequate receipts.

ARTICLE XXII

DURATION

This Agreement shall take effect as of January 1, 1980 and shall remain in effect until December 31, 1981. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

Signed this _____ day of _____, 1980.)

The Free Public Library of
Woodbridge, New Jersey

Local #2923 American Federation
of State, County, and Municipal
Employees

