

AGREEMENT

Between

EDISON TOWNSHIP FREE PUBLIC LIBRARY

And

AFSCME Local 2204-2 PROFESSIONALS

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO COUNCIL #63

JANUARY 1, 2022 - DECEMBER 31, 2024

TABLE OF CONTENTS

Page Number

PREAMBLE 5

ARTICLE 1: RECOGNITION 5

ARTICLE 2: DUES CHECK OFF 7

ARTICLE 3: MANAGEMENT RIGHTS 8

ARTICLE 4: PROBATION..... 8

ARTICLE 5: NO STRIKE PLEDGE..... 9

ARTICLE 6: NON-DISCRIMINATION..... 9

ARTICLE 7: WORK SCHEDULE..... 9

ARTICLE 8: PERFORMANCE REVIEWS..... 11

ARTICLE 9: LUNCH PERIODS AND REST PERIODS 12

ARTICLE 10: SAFETY..... 12

ARTICLE 11: GRIEVANCE PROCEDURE..... 13

ARTICLE 12: SENIORITY..... 14

ARTICLE 13: JOB POSTING..... 15

ARTICLE 14: BEREAVEMENT LEAVE..... 16

ARTICLE 15: JURY DUTY..... 17

ARTICLE 16: FEDERAL FAMILY LEAVE ACT..... 17

ARTICLE 17: NEW JERSEY FAMILY LEAVE 19

ARTICLE 18: MILITARY LEAVE 20

ARTICLE 19: SICK LEAVE.....21

ARTICLE 20: SEPARATION FROM SERVICE22

ARTICLE 21: UNION LEAVE/GRIEVANCE ATTENDANCE.....23

ARTICLE 22: LEAVE OF ABSENCE WITHOUT PAY24

ARTICLE 23: OCCUPATIONAL INJURY.....24

ARTICLE 24: LABOR MANAGEMENT MEETINGS25

ARTICLE 25: UNION REPRESENTATIVES25

ARTICLE 26: CALL BACK PAY26

ARTICLE 27: ACCESS TO PERSONNEL FILES.....26

ARTICLE 28: RULES AND REGULATIONS.....27

ARTICLE 29: BULLETIN BOARDS27

ARTICLE 30: DISCHARGE AND DISCIPLINE.....28

ARTICLE 31: HOLIDAYS28

ARTICLE 32: VACATIONS.....29

ARTICLE 33: PERSONAL TIME31

ARTICLE 34: HEALTH INSURANCE.....31

ARTICLE 35: SALARIES.....31

ARTICLE 36: LAYOFFS AND FURLOUGHS32

ARTICLE 37: REIMBURSEMENT.....33

ARTICLE 38: RESIDENCY34

ARTICLE 39: SAVINGS CLAUSE.....34

ARTICLE 40: FULLY BARGAINED PROVISION34

ARTICLE 41: TERMS AND RENEWAL35

PREAMBLE

This agreement is entered into by and between the Edison Township Free Public Library, in the County of Middlesex, New Jersey, hereinafter referred to as the "Library," "Management" or the "Employer," and Local 2204-2 of the American Federation of State, County and Municipal Employees, AFL-CIO, Council #63, hereinafter called the "Union" or the "Bargaining Unit."

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

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

ARTICLE 1:

RECOGNITION

- 1) The Library recognizes the Union as the sole exclusive collective bargaining agent under N.J.S.A. 34:13A-5.3, with regard to rates of pay, hours of work and other conditions of employment for an appropriate Bargaining Unit consisting of the permanent part-time and full-time regularly employed, non-supervisory, professional white-collar employees of the Edison Township Library including, but not limited to, Librarian, Senior Librarian Supervising Librarian and Principal Librarian.
- 2) Whenever new classifications or changes in classifications are contemplated for positions within the Bargaining Unit, the Library shall notify the Union and upon request shall negotiate with the Union concerning terms and conditions of employment, including salaries for any

such new or changed classifications. In the event the Employer and the Union are unable to agree as to additions or deletions of classifications to the unit, the issue shall be submitted to the Public Employment Relations Commission (PERC) for determination as provided for by law. It is understood and acknowledged that review and/or revision of job descriptions does not constitute new classifications or changes in classification.

- 3) The terms Union, Employer, Management and employee, as used herein, shall be defined to include the plural and singular, and to include males as well as females, as well as all employees identified in the recognition clause, whether full dues paying members of the Union or not.
- 4) The Employer shall provide authorized representatives of the Union with access to members of the Bargaining Unit as follows:
 - (i) The right to meet with individual employees at the workplace during the workday to investigate and discuss grievances.
 - (ii) The right to conduct work site meetings during lunch and other non-work breaks, and before and after the work day, for the purpose of discussing workplace issues, negotiations, administration of the collective bargaining agreement, and any other matters related to the duties of a union, including internal union matters.
 - (iii) The right to meet with permanent employees who have completed their probationary period, on work time, for a maximum of 30 minutes, within 30 calendar days from the date of permanency.
- 5) Within 10 calendar days from the date of hire of Bargaining Unit employees, the employer shall provide the following contact information to the Union in an Excel file format: name, job title, home address, work telephone numbers and any home and personal cell phone numbers on file with the Employer, date of hire, and work mail email address and any personal email address on file with the Employer.
- 6) Every 120 calendar days beginning on January 1, 2022, the employer will provide the Union, in an Excel file format, the following information for all Bargaining Unit members: name, job title, home address, work, home and personal cell phone numbers, date of hire, and work email address and any personal email address on file with the employer.

- 7) The Union shall have the right to use the Employer's email system to communicate with Bargaining Unit members regarding collective negotiations, the administration of collective bargaining agreements, the investigation of grievances, other workplace- related complaints and issues, and internal union matters involving the governance or business of the Union.
- 8) The Employer shall not encourage Bargaining Unit members to resign or relinquish membership in the Union and shall not encourage Bargaining Unit members to revoke authorization of the deduction of fees to the Union.
- 9) The Employer shall not encourage or discourage any employee from joining, forming or assisting an employee organization.

ARTICLE 2:

DUES CHECK OFF

- 1) The Library authorizes the Town Treasurer to deduct dues for the Union from the salaries of its employees subject to this Agreement who authorize it in advance in writing. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e). Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.
- 2) The Union shall provide all necessary dues check-off authorization forms and secure the signatures of its members on said forms before delivering the signed forms to the Library Director, as provided by N.J.S.A. 52:14-15(e).
- 3) If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Library written notice at least thirty (30) days prior to the effective date of such change.
- 4) The Union shall indemnify, defend and hold harmless the Library and/or Town harmless against any and all claims, judgments, demands, suits, orders or other forms of liability that may arise out of or by reason of action taken or not taken by the Library and/or Town as a

result of such salary deductions for Union dues.

ARTICLE 3:

MANAGEMENT RIGHTS

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

ARTICLE 4:

PROBATION

- 1) All newly hired employees shall be subject to a working test (probationary) period of six (6) months.
- 2) The purpose of said working test period is to enable the Library to evaluate the employee's work performance, suitability for the position, and conduct in order to determine whether the employee merits permanent employment status.
- 3) Unsatisfactory work performance / attendance during the working test period shall be deemed to be just cause for termination. If, at any time during or at the end of the working test period, the conduct and/or performance of the employee is determined by the Library to be unsatisfactory, the Library may terminate the employee.

ARTICLE 5:

NO STRIKE PLEDGE

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

ARTICLE 6:

NON-DISCRIMINATION

- 1) There shall be no discrimination by the Library or the Union against any employee on account of race, color, religion, age, gender, sexual orientation, marital status, national origin, political affiliation or any other protected category under state or federal law.
- 2) There shall be no discrimination, interference, restraint or coercion by the Library or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employee on behalf of the Union.
- 3) There shall be no discrimination, interference, restraint or coercion by the Union or its representatives because of an employee's non-membership in the Union.

ARTICLE 7:

WORK SCHEDULE

- 1) The normal full-time work week for full-time employees shall consist of thirty-two and one half hours (32.5) for employees hired before May 1, 2009. Employees hired after May 1, 2009, shall work a thirty-five (35) hour work week.

- 2) The Library agrees to provide the Union with a complete weekly work schedule for all members of this Bargaining Unit upon written request by the Union.
- 3) The Employer shall provide employees with a minimum of two-week's notice before changing an employee's current weekly work schedule. Management retains the right to change the employees' work schedules on a temporary basis without notification to cover vacancies, absentees, and or any emergent situation as determined by Management. An employee may agree to change his or her then current work schedule with less than two-week's notice if the employee provides a written letter of consent to Management.
- 4) Employees may request to have their weekly work schedules changed by submitting a request in writing to their immediate supervisor at least five (5) working days in advance of the requested date of change. All requests shall be at the discretion of Management. Schedule changes with less than five (5) working days' notice shall be at the discretion of the Library Director.
- 5) When an employee utilizes sick time, vacation time, personal time, job injury time, comp time, or other non-work time other than holiday time, those hours the employee is off from work shall not be counted as "hours worked" for the computation of overtime.
- 6) Employees who work more than forty (40) hours in any given workweek will be paid time and one half (1 ½) their base hourly rate for all hours worked over forty (40) hours. Employees working on any of the holidays listed elsewhere in this contract, shall be paid at time and one half (1 ½) their base rate of pay for all hours worked.
- 7) Overtime opportunities shall be distributed by seniority as evenly as possible within job classifications or titles. When the Library is closed for the entire day due to emergencies / inclement weather, employees shall be paid for the day as if they were at work.
- 8) When the Library closes during the day due to emergencies / inclement weather, employees receive their pay for the whole day.
- 9) When employees elect to stay home during emergencies / inclement weather, they will be charged with a vacation or personal day.
- 10) Employees who are scheduled to be off for a vacation day or personal day on a day the Library

is closed due to uncontrollable circumstances shall not be charged for the use of a vacation or personal day.

- 11) In emergency situations, each employee has an obligation to work overtime and to respond to callbacks if requested. Such situations shall be rotated based on seniority on a rolling basis.
- 12) Comp Time: Employees who work beyond their normally scheduled work week, but less than forty (40) hours in a work week, may earn comp time on an hour-per-hour basis. Comp time must be used within the two-week period in which it was earned, unless otherwise approved by the Library Director.

ARTICLE 8:

PERFORMANCE REVIEWS

- 1) Performance reviews shall not be used to exempt, deny, or prevent employees from receiving negotiated wage increases or benefits as listed in this Agreement.
- 2) Employees shall meet with their supervisors and discuss the employee's performance review. After the employee and the supervisor discuss the employee's performance review, the employee shall sign the review. By signing the review, the employee is *only* acknowledging that he/she received the review, *and not* that the employee agrees or disagrees with the performance review.
- 3) Employees shall have the option to write a response within five (5) days to their performance review and have their response attached directly to the review before it is placed in an employee's personnel file.
- 4) If an employee believes his/her evaluation is inaccurate, the employee may submit a written request to his/her immediate supervisor within five (5) working days to meet and further discuss the performance review. Upon the conclusion of the meeting, the supervisor may attach an amendment to the employee's review and the employee may attach a response to that amendment.
- 5) Employees shall be allowed upon written request to the Director to review any and all performance reviews that are placed within the employee's personnel file.

ARTICLE 9:

LUNCH PERIODS AND REST PERIODS

- 1) Library employees scheduled to work more than six (6) hours in a single workday shall be entitled to an unpaid meal period of not more than one (1) hour for each full day of work.
- 2) Employees shall not use their unpaid lunch period at the beginning or end of their workday without permission from the Library Director.
- 3) Employees shall be entitled to a paid fifteen (15) minute break during each three (3) consecutive hours worked. Employees working six (6) hours or more per day shall be entitled to two (2) paid fifteen (15) break periods during each workday. The scheduling of break periods shall be with the approval of the employee's immediate supervisor.
- 4) Employees working a six (6) hour workday on Saturday shall be allowed to combine their two paid fifteen (15) minute breaks into one paid thirty (30) minute lunch. Scheduling of the employee's thirty (30) minute lunch shall be at the discretion of Management.
- 5) Break periods shall not be used for employees to arrive late or leave early from work.

ARTICLE 10:

SAFETY

- 1) The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 2) Union and management agree to establish a Safety Committee to meet on a regular basis to discuss items of mutual concern and interest.
- 3) Any employee noticing an unsafe or dangerous condition shall notify his/her immediate supervisor of the situation. The supervisor shall then contact the appropriate person or party to correct the situation.

ARTICLE 11:

GRIEVANCE PROCEDURE

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

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

- 3) PROCEDURE - Such grievances shall be handled according to the following procedure:

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

STEP 2 - Within ten (10) working days of the receipt of the written decision from the immediate supervisor, the aggrieved employee(s) may present the grievance to the Assistant Director.

The Assistant Director shall review the grievance, meet with the aggrieved employee(s) if necessary, and respond to the grievance in writing within ten (10) working days.

STEP 3 - Within ten (10) working days of the receipt of the written decision from the Assistant Director, the aggrieved employee(s) may present the grievance to the Library Director.

The Library Director shall review the grievance, meet with the aggrieved employee(s) if necessary, and respond to the grievance in writing within twenty (20) working days.

Within ten (10) working days of the receipt of the written decision from the Library Director, the aggrieved employee(s) may present the grievance to the Library Board.

STEP 4 - ARBITRATION - If the grievance is still unresolved, the Union may, within fifteen (15) days after the reply of the Library Director proceed to arbitration.

- 4) Any grievance not processed to the next STEP in accordance with the timeframe as outlined in the GRIEVANCE PROCEDURE above, shall be deemed abandoned by the moving party. Failure by Management to respond to a grievance within the timeframe as listed above, shall be construed as a denial of the grievance, and the Union may proceed to the next step.
- 5) The arbitration proceeding shall be in accordance with the Public Employment Relations Commission guidelines.
- 6) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Library and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for the record and makes copies available, at cost, to the other party and the arbitrator, if necessary.
- 7) The arbitrator shall not have the power to add to, delete from, or modify this Agreement in any manner.

ARTICLE 12:

SENIORITY

- 1) The term "seniority" shall mean accumulated length of service, both full-time and part-time, with the Edison Township Free Public Library System, computed from the employee's initial date of employment, and shall be uniformly applied to all employees.
- 2) Authorized leaves of absence shall be considered part of continuous service in accordance with State and Federal law.
- 3) The Library shall provide the Union with a seniority list within thirty (30) days of the signing of this contract and shall provide the Union with an updated seniority list as may be necessary.
- 4) The Library shall provide the Union with an updated seniority list upon retirement,

resignation or termination of any of its members.

- 5) Seniority shall be used in determining vacation schedules and layoffrights.
- 6) If two or more employees have been employed in the Library System for the same amount of time, including both part-time and full time, the employee with the longest period of full-time employment shall have seniority.

ARTICLE 13:

JOB POSTING

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

ARTICLE 14:

BEREAVEMENT LEAVE

- 1) All full-time permanent employees covered by this Agreement shall be entitled to four (4) scheduled working days' leave with pay for the death of a husband, wife, civil union partner, mother, father, brother, sister, son, daughter, son-in-law, daughter-in-law, grandparent, grandchild, and all step-relatives of a similar degree. This shall also include brothers, sisters, parents and grandparents of the employee's spouse or civil union partner.
- 2) Permanent part-time employees shall receive two (2) scheduled workdays off with pay for the death of a husband, wife, civil union partner, mother, father, brother, sister, son, daughter, son-in-law, daughter-in-law, grandparent, grandchild, and all step-relatives of a similar degree. This shall also include brothers, sisters, parents and grandparents of the employee's spouse or civil union partner.
- 3) All full-time permanent employees covered by this Agreement shall be entitled to one (1) scheduled working day's leave with pay to attend the funeral of anyone in the non-immediate family. For the purpose of this paragraph, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law and sister-in-law or any relative living in the employee's household not included in paragraph 1.
- 4) All part-time employees will have their days prorated if bereavement leave falls on days they are normally scheduled to work.
- 5) Employees may reserve two (2) days' bereavement leave to use within thirty days (30) of the death of the individual to attend to personal matters related to the death. The employee shall give the library forty-eight (48) hours' notice of the intent to use these days.
- 6) The Library shall grant members of this Bargaining Unit time during the day to pay their respects to a co-worker who has passed away without loss of pay. The Library and the Union shall work together to coordinate the use of time to balance the ability of Library to function.
- 7) Employees shall be allowed to use personal time or vacation leave in conjunction with bereavement leave. The use of this additional time shall not be unreasonably denied.

ARTICLE 15:

JURY DUTY

- 1) Any employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury.
- 2) Employees shall notify the Library Director in writing upon receiving notice of jury duty. The employee shall include the day and/or dates of service.
- 3) During the period in which the employee serves on jury duty, the employee shall receive his/her normal pay and benefits from the Library.
- 4) Employees are obligated to verify their attendance for each day the employee reports for jury duty in order to be paid.
- 5) Permanent part-time employees will be paid for jury duty if it falls within their regularly scheduled daytime shift, but they must work their regularly scheduled evenings and weekends.

Employees paid by the Library for jury duty will sign over to the Library any stipend/pay received from the Court (state or federal).

ARTICLE 16:

FEDERAL FAMILY LEAVE ACT

- 1) The Library agrees to provide leave for its employees pursuant to the federal Family and Medical Act (the FMLA) 29 U.S.C. ¶ 2611 et seq. and under the rules and regulations promulgated thereunder for qualifying leaves due to the employee's own medical condition; for the birth of a child of the employee; the placement of a child with the employee in connection with adoption of such child by the employee; or to care for a family member of the employee with a serious health condition ("FMLA Family Leave").

- 2) Employees may use accrued sick time for FMLA Family Leave and all full-time and part-time employees shall be entitled to all considerations and benefits associated with such leave.
- 3) An employee means a person who is employed for at least twelve (12) months and for not less than one thousand two hundred and fifty (1,250) base hours during the immediately preceding twelve (12) month period.
- 4) "FMLA Family Leave" is defined as leave from employment due to the employee's own serious health condition or so that the employee may provide care made necessary by reason of: The birth of a child of the employee; the placement of a child with the employee in connection with the adoption of a child by the employee; or the serious health condition of family member of the employee.
- 5) A "family member" means spouse, civil union partner, children, stepchildren, sister, brother, grandchildren or grandparents and such other person or persons as may be designated by the FMLA during the term of this Agreement.
- 6) A "serious health condition" means an illness, injury or impairment, or physical or mental condition which requires:
 - a) Inpatient care in a hospital, hospice, or residential medical facility;
 - b) Or continuing medical treatment;
 - c) Or continuing supervision by a health care provider.
- 7) An employee shall be entitled to take family leave on a reduced leave schedule in the case of leave due to a serious health condition of the employee or a family member in accordance with current law.
- 8) Where an employee qualifies for leave under both the FMLA and the New Jersey Act (the NJFLA) (Article 17), the leave period will run concurrently under both the FMLA and the NJFLA.

ARTICLE 17:

NEW JERSEY FAMILY LEAVE

- 1) The Library agrees to provide leave for its employees pursuant to the Family Leave Act, c. 1989 (NJFLA) and under the promulgated rules defined to the New Jersey Administrative Code, Title 4A:6-1.21.
- 2) Employees may use accrued sick time for Family leave and all permanent full-time and permanent part-time employees shall be entitled to all considerations and benefits associated with such leave.
- 3) An employee means a person who is employed for at least twelve (12) months and for not less than one thousand (1,000) base hours during the immediately preceding twelve (12) month period.
- 4) Employees with newly born or adopted children or seriously ill family members shall be entitled to a family leave twelve (120 weeks in any twenty-four (24) month period.
- 5) "Family Leave" is defined as leave from employment so that the employee may provide care made necessary by reason of: The birth of a child of the employee; the placement of a child with the employee in connection with adoption of such child by the employee; or the serious health condition of family member of the employee.
- 6) A "family member" means spouse, civil union partner, children, stepchildren, sister, brother, grandchildren, or grandparents and such other person or persons as may be designated by the New Jersey Family Leave Act during the term of this Agreement.
- 7) A "serious health condition" means an illness, injury or impairment, or physical or mental condition which requires:
 - a) Inpatient care in a hospital, hospice, or residential medical facility;
 - b) Or continuing medical treatment;
 - c) Or continuing supervision by a health care provider.
- 8) An employee shall be entitled to take family leave on a reduced family leave schedule in the case of a family member with a serious health condition in accordance with current law.

- 9) During a family leave under either the FMLA or NJFLA, the Library shall pay for health insurance benefits under the same conditions coverage would have been provided if the employee had continued in employment continuously.

ARTICLE 18:

MILITARY LEAVE

- 1) All full-time employees covered by this Agreement who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training shall be granted a leave of absence in accordance with applicable State and Federal law.
- 2) If the military pay received by the employee is less than the regular Library pay received by the employee for the period of military leave; the Library hereby agrees to pay the difference between the regular Library salary and the military pay.
- 3) In order for an employee to be eligible for military leave he/she must:
 - a) Submit a request for such leave on the regular leave forms provided by the Library no later than two (2) weeks prior to the effective date of such leave.
 - b) Attached to the request for leave shall be a statement provided by the military indicating what the employee's pay for the period of military service will be.
 - c) Taking of military leave shall not be reduced by any other type of leave earned by employees.

ARTICLE 19:

SICK LEAVE

- 1) Sick Leave is defined as an absence from duty by the employee because of a personal illness or injury, a personal exposure to contagious disease, or an illness or injury to a member of the employee's immediate family for which the presence of the employee is required.
- 2) Members of the immediate family are interpreted as meaning parents, spouse, civil union partner, children, stepchildren, sister, brother, grandchildren or grandparents.
- 3) If an employee is unable to report to work due to an illness or injury as listed above, the employee shall notify his/her immediate supervisor according to established procedures before or as close as to the employee's start time as possible. If an employee is incapacitated, the employee shall contact his/her immediate supervisor as soon as she/he is able to do so.
- 4) An employee who fails to notify their immediate supervisor in accordance with the paragraph above may be denied the use of Sick Leave.
- 5) Newly hired full-time employees shall earn sick time at the rate of one (1) day per month, for the first year of employment.
- 6) Upon completion of one year of service, all full-time employees shall be credited with twelve (12) sick days on January 1 of each year, with the expectation that the employee will work the entire year.
- 7) Newly hired part-time employees shall earn sick time at the rate of two (2) hours per month for the first year of employment.
- 8) Upon completion of one year of service, all part-time employees shall be credited with six (6) sick days (twenty four (24) hour maximum) on January 1 of each year with the expectation that the employee will work the entire year.
- 9) Employees who take an unpaid leave of thirty (30) days or more shall have their Sick Leave prorated accordingly.

- 10) Sick Leave may be used in one-half day (½ day) increments.
- 11) Employees may schedule the use of Sick Leave with forty-eight (48) hours written notice to the Library Director.
- 12) Full-time and Part-time employees shall be allowed to carry over and accumulate any and all unused Sick Leave from year to year.
- 13) If an employee utilizes Sick Leave for a period greater than three (3) consecutive days or a total of more than twelve (12) days in one calendar year, he /she may be required to produce a certificate from a treating physician. Employees shall not be required to provide confidential medical information on the physician certificate.

ARTICLE 20:

SEPARATION FROM SERVICE

- 1) All employees covered by this Agreement shall be entitled, upon retirement, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated Sick Leave, which is credited to him/her on the effective date of his/her retirement.
- 2) The supplemental compensation payment to be paid hereunder shall be computed at 100% of the employee's daily base rate of pay for each day of earned and unused accumulated Sick Leave based upon the average annual base rate compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however that no such lump sum payment shall exceed \$15,000.00.
- 3) All employees covered under this contract shall be paid for all unused accrued vacation time, adhering to the policy of carrying over no more than ten (10) days. Payment shall be at 100% of the employee's current rate of pay at the time of retirement.
- 4) All employees covered under this contract shall be paid for all unused personal time.

Payment shall be at 100% of the employee's current rate of pay at the time of retirement.

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

ARTICLE 21:

UNION LEAVE/GRIEVANCE ATTENDANCE

- 1) The Union shall be granted a combined total of forty eight (48) hours of paid leave annually for the Union's Executive Officers to attend the International Convention, Council 73 Conventions, Union Conferences, Executive Board Meetings, and Educational Classes. These hours shall not be transferable from year to year.
- 2) The President of the Union shall submit a request in writing for the use of Union Leave time to the Library Director at least ten (10) working days in advance of the intended date of leave.
- 3) Union Executive officers shall be allowed to use his/her own vacation time in conjunction with Union Leave time to attend conventions.
- 4) Use of Union Leave time shall not be unreasonably denied.
- 5) Management and the Union agree to meet during normal business hours for grievance handling. Members of the Union who are involved with grievance handling shall receive their normal pay for all hours spent meeting with Management and shall not be required to use their own benefit time or union time. However, employees shall not be entitled to overtime pay for such meetings. The Union shall be limited to no more than two (2) paid employees at any one meeting.

ARTICLE 22:

LEAVE OF ABSENCE WITHOUT PAY

- 1) A permanent employee may, upon request and in the sole discretion of the Library Director be granted a leave of absence without pay for a period of up to one year for personal or immediate family illness or other personal reasons.
- 2) In exceptional circumstances, the Library Board may grant leave without pay beyond one year.
- 3) Employees returning from an authorized leave of absence, as set forth above, shall be restored to the original classification and salary the employee received when the leave was granted, except where the position within said classification which was held by the employee prior to the leave has been eliminated. Notification will be provided to any employee on leave whose position is being considered for elimination.
- 4) Said employees shall suffer no loss of seniority or other employee rights, privileges or benefits provided, however, that Sick Leave, vacation leave, and longevity credits shall not accrue except for those on military leave.

ARTICLE 23:

OCCUPATIONAL INJURY

- 1) An employee who is disabled by an injury incurred in the direct performance of his/her duty or as a direct result of or arising out of his/her employment must immediately report same.
- 2) If an employee is found to have suffered from a work-related injury or disability in accordance with a workers' compensation claim, the Library shall continue to pay the employee his/her full pay for a period of six (6) months. During this period of time, all workmen's compensation payments the worker receives shall be turned directly over to the Library.
- 3) An employee who is out of work due to an occupational injury shall continue to accrue seniority.

ARTICLE 24:

LABOR MANAGEMENT MEETINGS

- 1) Upon request of either party, the Library may schedule a labor-management meeting.
- 2) These meetings shall be used to discuss contract administration problems and to improve communications between the parties. These meetings shall not be used to bypass the grievance procedures.
- 3) There shall be no loss of paid time for employees attending such meetings. However, employees shall not be entitled to overtime hours for such meetings.
- 4) Labor-Management meetings shall be conducted during normal working hours.
- 5) Labor Management meetings may be attended by up to three (3) persons from Library Management and up to three (3) persons from the Library Staff.

ARTICLE 25:

UNION REPRESENTATIVES

- 1) The Library recognizes and shall deal with the accredited Union steward/alternate or Union President and his/her designee in all matters relating to grievances and interpretation of this Agreement.
- 2) A written list of the Union officials shall be furnished to the Library immediately after their designation and the Union shall notify the Library promptly of any changes of such Union officials.
- 3) The Library agrees to recognize a maximum of two (2) stewards selected by the Union.
- 4) The Union President or Steward shall be granted a reasonable amount of time during regular

working hours, without loss of pay, to present and adjust grievances with the Library.

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

ARTICLE 26:

CALL BACK PAY

- 1) Any full-time employee who is called back to work after completing the regular shift and has left his/her place of work shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) rates provided, however, that such hours do not overlap into the employee's regular working hours.
- 2) All full-time employees shall be required to work all hours, in addition to the two (2) hour minimum guarantee, which are required by the employee's supervisor.
- 3) When a full-time employee is required to work in excess of four (4) hours past the normal work day, the full-time employee shall be entitled to one-half (½) hour dinner period at no loss of pay.

ARTICLE 27:

ACCESS TO PERSONNEL FILES

- 1) Employees shall have an opportunity to review his/her personnel file during normal office hours to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the Library during the term of this Agreement.
- 2) Employees may not remove any items from their personnel file. However, the employee shall

be allowed to place a written response to items contained therein.

- 3) Employees may review their file by submitting a request in writing to the Library Director.
- 4) After receiving the request, the director of the Library shall make arrangements for the employee to review his/her file within five (5) business days.

ARTICLE 28:

RULES AND REGULATIONS

The Library retains the right to establish reasonable and necessary work rules and regulations for the conduct of employees in accordance with applicable law. Such rules shall be applied and enforced in a uniform manner.

ARTICLE 29:

BULLETIN BOARDS

- 1) The Library agrees to make space available on the existing bulletin boards located in each of the three staff lounges for posting Union notices and announcements. The Union members agree that they shall not post anything of a political nature, anything of a derogatory nature to the Employer, anything detrimental to the public service, or anything that would incite or provoke job action.
- 2) Management shall notify the Union immediately of any posting the Library believes to be in violation of this rule, and the Union shall immediately remove said item.

ARTICLE 30:

DISCHARGE AND DISCIPLINE

- 1) The Library and the Union agree that discipline shall be corrective in nature.
- 2) The Library also agrees that discipline shall be progressive for minor infractions. However, nothing in this section shall prevent the Library from issuing disciplinary action up to and including suspension and termination for serious or major infractions.
- 3) No member of this Bargaining Unit may be disciplined, suspended, or discharged except for just cause.
- 4) Members of this Bargaining Unit who are called in to an investigatory interview shall be entitled to have a Union Representative present during questioning unless no disciplinary action will be taken against such member as a result of the investigation.
- 5) An official reprimand, written warning, suspension or termination may be appealed through the grievance procedure.
- 6) Any employee who fails to notify their immediate supervisor of their absence from work for three (3) consecutive days shall be deemed to have abandoned his or her job and will be terminated immediately.

ARTICLE 31:

HOLIDAYS

- 1) The following days are designated as paid holidays for permanent full-time and part-time employees:
 - a) New Year's Day {January 1}
 - b) Martin Luther King Day {Third Monday in January}
 - c) Presidents Day
 - d) Good Friday {Friday before Easter}

- e) Memorial Day {Last Monday in May}
- f) Independence Day July 4th
- g) Labor Day {First Monday in September}
- h) Two (2) Floating Holidays {Permanent employees only}
- i) Veterans Day
- j) Thanksgiving Day {Fourth Thursday in November}
- k) Friday after Thanksgiving
- l) Christmas Eve December 24
- m) Christmas Day December 25
- n) New Year's Eve

- 2) Floating Holidays time may be utilized with the advanced approval of the employee's immediate supervisor.
- 3) When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, or if on a Sunday, the following Monday shall be observed as the holiday.
- 4) Part-time employees shall not receive Holiday pay until they have completed one (1) year of employment with the Library.
- 5) A permanent full-time employee whose regularly scheduled day off coincides with a legal holiday is entitled to a compensatory day off. This applies only to those who work Saturdays and have a day off during the week.
- 6) Employees may use their own vacation or personal time for the observance of religious-based holidays. Request to use such should be submitted at least two weeks in advance.

ARTICLE 32:

VACATIONS

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

From the date of hire until the completion of one (1) year (Prorated for less than one year):	Ten (10) working days per year
Start of year two (2) until the completion of year five (5):	Ten (10) working days per year
Start of year six (6) until the completion of year ten (10):	Fifteen (15) working days per year
Start of year eleven (11) until separation :	Twenty (20) working days per year

- 2) Members of this Bargaining Unit who receive more than the maximum number of vacation days as listed above at the signing of this contract, shall continue to receive that number of vacation days per year. No additional days will be added.
- 3) Employees shall be allowed to carry over a maximum of ten (10) vacation days from year to year with the approval of the Director. Such approval will not be unreasonably denied.
- 4) Employees will be required to respond to Management's inquiry regarding vacation requests by February 1st of any given year, except that in 2022, such responses shall be due by March 15, 2022. If an employee does not submit a vacation request by the deadline, seniority will no longer apply and available vacation dates may be limited. An employee may take a single vacation day with a minimum of 24 hours' notice subject to the approval of their immediate supervisor or Library Director. Any exceptions must be approved by the Assistant Director or Library Director. Vacation request approval shall be at the discretion of management, but shall not be unreasonably denied.
- 5) Vacations are credited in advance on the first of the year, in expectation of continued employment, starting in the second calendar year of employment.
- 6) Part-time permanent employees shall be entitled to the option of taking vacation time in one (1) hour increments.
- 7) Full-time permanent employees shall be entitled to the option of taking vacation time in half-day (½) increments.
- 8) Part-time permanent employees shall be entitled to five (5) paid vacation days after six (6)

months of employment. (Based on the employee working 4 hours per day).

- 9) Any employee who leaves the service of the Library by reason of retirement or who has otherwise been separated shall be compensated for the amount of vacation leave accrued and unused at the date of his/her separation at his/her rate of pay at the time of termination.

ARTICLE 33:

PERSONAL TIME

- 1) Full-time employees of this Bargaining Unit shall receive two (2) personal days per year.
- 2) Personal days are non-cumulative and cannot be carried over from year to year.
- 3) Employees may request to use personal time by submitting a written request to the employee's supervisor at least twenty four (24) hours in advance.
- 4) The use of personal time with less than twenty four (24) hours' notice shall be at the discretion of the Library Director or his/her designee.
- 5) Part time employees shall receive thirteen hours (13) per year prorated after six (6) months of employment with the Edison Township Library.

ARTICLE 34:

HEALTH INSURANCE

Members of this Bargaining Unit and/or retirees will be provided with Health Benefits through the Township of Edison on the same terms and conditions as applicable to Township employees/retirees.

ARTICLE 35:

SALARIES

- 1) All employees covered by this Collective Negotiations Agreement shall receive a three percent (3%) pay increase to their base salary retroactive to January 1, 2022 for calendar year 2022.
- 2) All employees covered by this Collective Bargaining Agreement shall receive a three percent (3%) pay increase to their base salary on January 1, 2023.
- 3) All employees covered by this Collective Bargaining Agreement shall receive a three two percent (3%) pay increase to their base salary on January 1, 2024.

ARTICLE 36:

LAYOFFS AND FURLoughS

- 1) The Library shall give the Union as much advanced notice as possible of any proposed or pending layoffs and/or furloughs.
- 2) Members of this Bargaining Unit who are to be laid off or furloughed shall receive a minimum of fourteen (14) days' notice of their pending layoff or furloughs before actually being laid off or furloughed.
- 3) Employees shall be laid off in the reverse order of seniority with the person with the least amount of seniority being laid off first.
- 4) Employees who are laid off from their current position shall be allowed to bump back into their last previously held title as long as they have seniority over the person they are bumping.
- 5) The Library retains the right to determine the position/number of employees to be laid off.
- 6) Employees who are laid off shall receive full payment at their current salary for any unused

vacation or personal time the employee has earned by the first day they are laid off.

- 7) Employees who are laid off and have unused sick time shall receive 100% of the value of all unused sick time earned by the first day they are laid off. This clause shall be limited to fifteen thousand (\$15,000) dollars.
- 8) Employees who are laid off shall have the right to be recalled to any previously held title and salary for twenty four (24) months should a vacancy or position become available. Employees shall be offered these positions based on seniority.
- 9) The Library agrees to re-hire any and all employees who are laid off from the library before hiring from the public, provided the employee possesses the necessary skills to perform the required job duties.

ARTICLE 37:

REIMBURSEMENT

- 1) Employees will be reimbursed for approved work related seminars/continuing education events which are approved in advance by the Library Director.
- 2) Employees authorized to use their own cars for Library business shall be reimbursed for mileage at the applicable Internal Revenue Service rate. Said mileage reimbursement shall not include payment for the distance from the employee's home to the first work location on a given day, or from the last work location to the employee's home, unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported with mass transportation.
- 3) Payment of approved reimbursable expenses will be made within seven (7) days of presentation for payment where the amount sought to be reimbursed is equal to or less than forty dollars (\$40), and within seven (7) days of the next meeting of the Library Board of Trustees following presentation for payment where the amount sought to be reimbursed exceeds forty dollars (\$40).

ARTICLE 38:

RESIDENCY

There shall be no residency requirement for any employee as a condition for employment with the Edison Township Free Public Library.

ARTICLE 39:

SAVINGS CLAUSE

- 1) The Library and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provisions which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.
- 2) The parties agree to immediately meet and negotiate a substitute provision for the invalidated portion thereof, if possible. Nothing herein shall be construed to require either party to make any concessions.

ARTICLE 40:

FULLY BARGAINED PROVISION

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

ARTICLE 41:

TERM AND RENEWAL

This Agreement shall be effective as of January 1, 2022, and shall remain in effect until December 31, 2024.

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

For the Library:

Date:

1. _____
2. _____
3. _____
4. _____

For the Union:

Date:

1. Debbi Parks _____ 3/8/22 _____
2. _____
3. _____