

Agreement between CWA Local 1031 and The Glen Rock Public Library

PREAMBLE

This Agreement entered into by the Glen Rock Public Library, hereinafter referred to as the “Library” and the Communications Workers of America, AFL- CIO, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the parties, the establishment of an equitable and peaceful means of resolving any misunderstandings or differences which may arise, and the establishment of pay, hours of work and other conditions of employment.

The Library and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

This Agreement represents the complete and final understanding on all negotiable subjects as specifically referenced herein between the Library and the Union.

ARTICLE 1: Recognition

The Library recognizes the Union as the sole and exclusive representative for the collective negotiations unit which consists of all regularly employed supervisory, professional and nonprofessional employees employed by the Glen Rock Public Library and excluding all managerial executives, confidential employees, temporary employees and all other employees employed by the Library.

If the Library adds new titles to the units that are within the definition of the unit as provided above, it agrees that within thirty (30) days, it will:

- (1) Notify the Union.
- (2) Give a copy of any job specification for the new title to the Union.
- (3) Advise the Union of the proposed hours of work, wages and other terms and conditions of employment established for the title.

The Library further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning negotiable issues. It is the intention of the parties, if possible, to reach mutual agreement on inclusion of new titles that appropriately belong

in the unit. It is the further intention of the parties to use comparable and appropriate wage scales for existing titles as a basis to determine the appropriateness of the wage rate established for such new titles. The initial terms and conditions of employment for new titles shall be determined by the Library and shall remain in place unless and until agreement is reached with the Union.

ARTICLE 2: Dues Checkoff and Agency Fee

A. Dues Checkoff

1. Upon receipt of a properly written authorization from the Employee, the Library shall deduct Union dues in an amount certified by the Union within thirty (30) days of receipt by the Library. The Library shall remit such dues to CWA Dues, Communications Workers of America, P.O. Box 70976, Baltimore, MD 21279-0176. Said remittance shall be made by the 10th day of the month following the calendar month in which such deductions are made along with a list of the names, hours of work, titles, addresses, and salaries of those from whom such deductions were made. A copy of the list shall also be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey 08852.

2. All deductions under this Article shall be subject to revocation by the Employees, who executed such authorizations effective on July 1st of each year, provided written notice to that effect was given to both the Library and the Union after May 15th of the same year. The Library shall cease to make dues deductions for that Employee.

B. Agency Fee

Pursuant to the provisions and requirements of N.J.S.A. 34:13A-5.5, the Library agrees to deduct from the pay of each Employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing with the 30th day of employment. The representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Library.

The Union shall only be entitled to remittance of agency fees if they maintain in place a demand and return system as required by law.

C. Indemnification

The Union shall indemnify and hold harmless the Library against any and all claims, demands, suits, judgments, settlements, or any other forms of liability including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of action taken or not taken by the Library for the purpose of complying with any of the provisions of this Article, including but not limited to, any actions in connection with defending the legality of this indemnification provision.

The indemnification provisions of this Article shall continue during any extension of this Agreement or during any period in which the Union is collecting representation fees or dues in accordance with this Article.

ARTICLE3: Management Rights

A. The Library retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and of the United States, including but not limited to the following rights:

1. The management and administrative control of facilities, functions and activities of the Library, including but not limited to the most efficient and effective means of delivering such services, the number of

employees employed, the schedules of such employees, the manner in which work is performed, staffing levels, and all other personnel means and methods.

2. To make all rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to determine appropriate duties; to decide the number of employees needed; and to determine the quality and quantity of the work required.

3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Library after advance notice thereof to the employees and the Union.

4. To hire all employees, whether regular, temporary, part-time or seasonal, to promote, transfer, assign or to retain employees upon conclusion of their probationary period.

5. To set rates of pay for newly-hired employees within the pay range for their job title. Entry level (i.e., inexperienced) employees will initially be offered employment at the minimum salary in that range. Pay ranges per job title are as set forth in Appendix A to this Agreement.

6. To suspend, demote, or take any other appropriate disciplinary actions against any employee for good and just cause.

7. To lay off employees.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this collective negotiations agreement in conformance with the Constitutions and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibilities, and authority under any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Library and that the Library cannot negotiate away or eliminate any of its managerial rights.

E. Other than as specifically provided for in this Agreement, the Library's Personnel Policy Manual shall remain applicable to all Employees except where specifically modified herein. In all cases, this contract shall govern where differences are present.

ARTICLE 4: Union Rights

A. Union Activities

1. The Library recognizes the Union's exclusive right to designate up to two (2) shop stewards who may represent bargaining unit employees in all matters pertaining to terms and conditions of employment. The Union will advise the Library in writing of the names of such representatives and the terms for which they are to serve in a representative capacity.

2. The Library shall provide up to a total of ten (10) paid days off (8 hour days) for the Union representatives to perform all functions required of them ("Paid Union Time"). This shall include all time spent in negotiations, grievance proceedings and all other matters deemed necessary by the Union, and where appropriate, approved by the Library. Such time may be broken down into segments of no less than one (1) hour increments. Once such paid time off has been used, all time spent by Union representatives in performance of their duties shall be unpaid unless they use available personal paid time off. The Library Director must approve all time used by Union representatives in advance. Such use will not be unreasonably withheld and will only be denied where such use will negatively impact upon Library operations. The Library and Union shall

attempt to schedule meetings requiring union member attendance to minimize disruption to Library operations.

3. Employees shall be entitled to have a steward plus an optional Union representative present, if the employee so requests, during any meeting which the employee reasonably believes may result in his/her discipline. Such meeting shall not be unreasonably delayed to allow such participation by the Union representative.

4. No loss of pay shall be incurred as a result of meetings with Library management to pursue a grievance or disciplinary appeal through the Grievance Procedure.

5. The Union may request use of the Library, no more than once a month, to hold Union meetings to be attended by members on non-work time. Such approval will be subject to the normal procedures of the Library.

6. Written Union material shall not be distributed to employees on working time or in working areas. The Union shall not be permitted to utilize the Library's internal internet or email system to communicate with its members. The Union shall not post any material on Library bulletin boards other than the board provided in Article 4(B), below.

7. Members of the Union who are elected or designated by the Union to attend any meeting or education conference of the Union or other body to which it is affiliated, shall be granted the necessary time off, provided that notification is given to the Library Director in writing by the Union at least two (2) weeks in advance, except in cases of emergency, and such time does not provide operational hardship to the Library or effect the service provided to the public. Such hardship shall include the necessity of paying overtime to any employee. In no event shall more than 2 employees be designated by the Union to attend a meeting or conference during working hours at any one time. All such time will be unpaid, unless the Union uses its Paid Time Off as set forth above, or if such time has been exhausted, the Library authorizes the employee to use his/her paid time off.

B. Bulletin Board

The Library shall furnish space for a Union bulletin board, to be provided by the Union, in a mutually agreeable area not open to the general public. No materials shall be posted on such board that are political in nature or may be deemed offensive to reasonable persons. The Union will work with the Library to expeditiously resolve any disputes that may arise concerning any posted material. Any materials deemed by the

Library Director to violate the terms of this Article shall be removed from the board by a Union representative pending such resolution.

ARTICLE 5: Discipline and Grievance Procedure

Employees may only be disciplined for just cause.

Disciplinary action may consist of: Informal, Verbal Warning, Written Warning, Suspension from duty without pay or Dismissal. The level of discipline imposed by the Library shall depend upon the severity of the offense involved. Except where, in the Library's discretion, the violation warrants suspension or termination for a first offense, the Library will follow a system of progressive discipline.

1. Grievance purpose and definitions:

- a) The purpose of this procedure is to secure at the lowest possible level, equitable solutions to disputes that may arise affecting the terms and conditions of this Agreement.
- b) A "grievance" shall mean a complaint by an employee, or employees, that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
- c) The term "days" when used in this article, shall, except where otherwise indicated, exclude Saturdays, Sundays and holidays.

2. Grievance Policy

- a) It is important that grievances be processed as rapidly as possible.

The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process.

However, when mutually agreed by both the grievant and the Library in writing, the time limits given below may be extended.

- b) If the Library does not answer a grievance or an appeal thereof to the Union within the specified time limits, the Union may proceed to the next step of the grievance procedure. If the Union fails to follow the time limits herein set forth, the grievance shall be deemed waived and the Union shall be prohibited from bringing the grievance to the next step, and shall be prohibited from processing the grievance through arbitration. By the terms hereof, an arbitrator is specifically excluded from hearing or ruling on any grievance that has not been timely filed at any step by the Union; however, where there is a dispute as to whether a grievance has been timely filed, that issue shall be subject to determination by the arbitrator in advance of the arbitration hearing. The failure by either party to enforce the time limits set forth herein shall not be deemed a waiver of the right to do so in the future.

3. Representation and Investigation

- a) Union Stewards or other employees acting as representatives for the Union shall be permitted to represent employees of the Library in grievances. In their capacity as representative they shall be permitted to hold discussions with any willing employees, but shall not have the power to demand documents that they are not otherwise entitled to under this Agreement or under Law. Union representatives shall not be paid for this time, or any time required under the provisions of this Article, unless they use Paid Union Time.
- b) Employees who serve as witnesses during a grievance shall be able to do so without loss of pay. No employee shall be retaliated against for his/her participation in the grievance process.

4. Grievance Steps

- a) Step One: Director: Any employee who feels they have a grievance may take up the grievance with the Library Director within ten (10) days of the date upon which the employee became aware of it, or within ten (10) days from the date of its occurrence. The Director shall inquire regarding the background of the grievance, as needed, and shall attempt to arrange a mutually satisfactory settlement of the grievance on an oral or informal basis within ten (10) days.

b) Step Two: Library Board of Trustees. If the grievance has not been resolved, it may be submitted, within ten (10) days of the decision at Step One, to the President of the Board of Trustees or his/her designee. The Library Board of Trustees may, within twenty (20) days of notification of the grievance, schedule a meeting between the Board or a committee of the Board, the Union and the affected employee(s). A decision will be rendered by the Board or a committee thereof, in writing, within twenty (20) days following the meeting by the Board or the filing of the Step Two Grievance if no meeting is held.

c) Step 3: Arbitration

1) If the grievance has not been resolved at Step 2, it may be submitted within twenty (20) days of the decision at Step Two to Arbitration. The Arbitrator is specifically excluded from hearing or ruling on any grievance that has not been timely filed at any step by the Union, however, where there is a dispute as to whether a grievance has been timely filed, that issue shall be subject to determination by the arbitrator in advance of the arbitration hearing.

- 2) The cost of the arbitration hearing shall be borne equally by the Union and the Library.
- 3) The Arbitrator must be selected from a list submitted by PERC which is mutually agreed upon by both the Library and the Union. The Arbitrator may design any remedy he/she sees fit so long as it is consistent with the provisions of this Agreement. The Arbitrator shall be prohibited from adding to, deleting or modifying any provision of this Agreement, and shall have no authority to hear a grievance that has been filed on an untimely basis by the Union, however, where there is a dispute as to whether a grievance has been timely filed, that issue shall be subject to determination by the arbitrator in advance of the arbitration hearing. The arbitrator's ruling is final and binding.
- 4) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

ARTICLE 6: Salaries

Paydays and distribution of Paychecks

Employees shall receive paychecks on Fridays after 9:00 a.m. on a bi-weekly schedule. If a holiday falls on a payday, paychecks will be issued on the preceding workday, if possible, but in no case later than the first business day after the holiday. The Library may change the schedule of paycheck distribution if the Borough paycheck distribution schedule changes.

ARTICLE 7: Hours of Work

The standard work week for full-time employees is a five (5) day week averaging thirty-five(35) hours per week (exclusive of one hour unpaid meal periods). Employee work schedules may be changed due to the operational needs of the Library. When a permanent change is being made to an employee's work schedule, that employee will be offered 14 calendar days notice.

Overtime

Overtime is defined as work required to be performed by staff in excess of 40 hours in a work week. Employees required to work more than their regular work schedule shall receive straight time up to 40 hours per work week and time and one-half for all hours worked over 40 in the week. Only hours actually worked shall be counted in determining whether overtime over 40 hours per week is required. The Director or his/her designee may authorize or require overtime where necessary. The Library shall attempt to seek employees to volunteer to work prior to requiring any employee to work more than his/her regular schedule. Overtime shall be offered to qualified employees based on the skill sets required for the work in the overtime period, the hours during which the overtime work is needed, the normally-scheduled hours of employees and other relevant criteria. Overtime shall be offered to such equally qualified employees in order of seniority.

Change from full-time to part-time status

If an individual has worked as a regular full-time employee and changes to part-time status, the previous full-time employment period will be included in determining longevity of employment.

Change from part-time to full-time status

If an individual holding a regular part-time position for more than one year is appointed to a regular full-time position prior to the ratification date of this Agreement, he/she shall be credited with the part-time service in computing full-time benefits such as vacation leave.

If an individual holding a regular part-time position for more than one year is appointed to a regular full-time position after the ratification date of this Agreement, he/she shall be credited with the part-time service on a pro-rated basis in computing full-time benefits such as vacation leave, based on a full time average work week.

Evening and Saturday Work

The Library has the right to determine hours and days of operations and shall establish employee work schedules. Full-time employees shall not be required to work regularly more than two (2) evenings per week and two (2) Saturdays per month. Due to emergencies or temporary staffing shortages, additional evenings or Saturdays may be required, but no one will be required to work more than two (2) evenings per week or three (3) Saturdays per month.

Call Back Pay

Employees will not be called back on duty after the end of their normal work day.

Compensatory Time

Full-time employees may elect compensatory time in lieu of paid overtime or for hours worked above those of a normal work week with the prior approval of the Director or his/her designee. Employees must request compensatory time use at least one (1) week in advance. The Library Director shall not unreasonably deny the use of compensatory time; however, compensatory time use will be denied if it will result in an overtime situation to the Library.

Compensatory time must be used within a calendar month from when it is earned. Use of pre-existing accumulated compensatory time may be extended due to the needs of the Library on a month-to-month basis until it is exhausted.

Meal Periods

All full time Employees shall have a one (1) hour unpaid meal break when working a full day. Such meal breaks shall be scheduled by the employee's supervisor based on the operational needs of the Library.

Employees shall not be permitted to work through their lunch break unless approved in advance by their supervisor

Breaks

All staff working a full day shall receive two (2) fifteen (15) minute breaks. Employees working half a day (at least 3 ½ hours) shall be entitled to one (1) fifteen (15) minute break. Breaks shall be scheduled by the employee's supervisor.

ARTICLE 8: Holidays

The Library shall determine its days and hours of operation. When the Library is closed in observance of an official holiday, full-time and part-time employees regularly scheduled to work on the holiday shall be paid their regular pay for the holiday. The following holidays shall be observed as official holidays with pay and the Library will be closed

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day

- Labor Day
- Presidential Election Day
- Thanksgiving Day
- December 24th
- December 25th
- December 31st (half day)

Thanksgiving Eve the Library shall close at 5:30 p.m. Employees who are regularly scheduled to work the evening shift shall be scheduled on the day shift that day.

If an official holiday falls on a Sunday, it shall be observed on the following Monday.

Should an official holiday occur while an employee is on sick leave or vacation leave, and the employee would have been scheduled to work on the holiday, the employee shall not have that holiday charged against sick leave or vacation leave.

ARTICLE 9: Vacation

All supervisors receive five (5) weeks of vacation.

No more than 2 weeks may be taken at one time without the approval of the Director.

All vacation shall be taken during the year in which it is earned, unless the Director requests the employee to defer use of his/her vacation because of scheduling difficulties. Vacation leave may not be accumulated and if not used by the end of the year in which it is earned, it shall be lost. Vacation shall be earned on a pro-rated basis over the course of the year. Employees may use unearned vacation time starting on January 1. However, if an employee leaves Library employment prior to earning all vacation time he/she has taken, that unearned, used time may be deducted from any money due to the employee at the time of his/her departure.

Employees shall not be required to use a vacation day for a holiday that occurs during a period when such employee is on vacation. Employees who become seriously ill or seriously incapacitated while on vacation shall be permitted to convert vacation days already scheduled to sick days. In this event, a physician's written statement must be submitted to the Director. An Employee injured on the job or who becomes ill immediately prior to scheduled vacation shall be permitted to reschedule, provided any substitute hours already scheduled can be canceled.

Vacation may be granted at any time of the year. When there are scheduling conflicts with requests, seniority will generally prevail unless for operational or other legitimate reasons, the Library Director believes it more appropriate to by-pass seniority.

Vacation requests of three (3) or more days should be submitted to the Library Director at least six (6) weeks in advance. Vacation requests of fewer than three (3) days should be submitted to the Library Director at least two (2) weeks in advance. Exceptions to these timeframes may be made for vacations requested for emergency situations or for other good reason. Requests may be denied for operational reasons.

Vacation time shall not be paid out upon termination of employment, unless the employee is separated from service due to a layoff or other reason not related to the employee's work performance, or where the employee has provided at least 4 weeks advance notice to the Library of his/her resignation.

Substitute hours cannot be added to regular hours for purposes of computing benefits.

ARTICLE 10: Sick Leave

Sick leave is defined as “paid leave that may be granted to a full-time employee who due to sickness or injury is unable to perform the essential functions of his/her position for any period of time.” Temporary and casual employees are not eligible for paid sick leave.

Sick leave may also be granted when the employee has a medical or dental appointment or needs to attend to a sick member of the immediate family. Immediate family shall include grandparents, father, mother, spouse, domestic partner, civil union partner, child, or other person residing in the employee’s household. Sick leave may be taken in full or half day increments unless approved in advance by the Library Director.

A doctor’s note may be required at the discretion of the Library Director if a staff member is absent from work on sick leave for more than three (3) consecutive working days or for sick days occurring just prior to or after a vacation or paid holiday

Full time employees will receive eighteen (18) sick leave days per year.

Full-time employees may accumulate unused sick days, up to a maximum of 60 days, for future use and will not be permitted to use sick leave for non-medical reasons.

Part-time employees:

After one (1) year of regular part-time employment, part-time employees will be eligible to receive annual paid sick leave equal to the total number of hours in the employee's regularly scheduled work week. (I.e., a part-time employee normally scheduled to work 12 hours per week would be eligible for 12 hours of paid sick leave per year).

Part-time employees may accumulate unused sick days, up to a maximum of six (6) times their regularly scheduled weekly work hours.

ARTICLE 11: Bereavement Leave

Leave with pay, not to exceed five (5) calendar days from the date of the death shall be granted to a regular full-time employee in the event of death of his/her spouse, domestic partner, civil union partner or child.

Leave with pay, not to exceed three (3) calendar days from the date of the death or the date of the funeral or memorial service of any other immediate family member shall be granted to a regular full-time employee in the event of death of any other immediate family member.

Other immediate family is defined as: Parent, brother or sister, grandparent or grandchild of employee or employee's spouse, domestic

partner or civil union partner, or any other relative residing with the employee in the same residence.

One (1) days absence with pay will be granted for the funeral of a relative in non-immediate family.

Additional days off for bereavement may be granted in the discretion of the Library Director from personal days or vacation time or may be unpaid.

If schedules permit, at the discretion of the Director, time may be allowed during a scheduled working day to attend the funeral of a staff member, former staff member, and/or Board member. At its discretion, the Board of Trustees may close the Library for a period of time on the day of the funeral of a staff member, former staff member, and or Board member.

Part-time employees

Leave with pay for one (1) day for attending the funeral of an immediate family member on a regular work day.

ARTICLE 12: Jury Duty and Court Appearance

Full-time staff members shall be given time off without loss of pay or vacation time when required to serve jury duty.

In order to receive pay, the employee shall submit a copy of the jury summons to the Director as soon as possible after it is received. A copy of the summons shall be placed in the individual's personnel folder

During an employee's jury service, on any day that the employee is excused from jury service prior to the end of his/her regular work day, he/she shall report to work. If there are three (3) or fewer hours remaining in his/her workday at the time the employee is excused, he/she may contact the Library Director to determine whether, in the Director's discretion, the employee should report.

Full-time employees shall be given time off without loss of pay or vacation time when subpoenaed for court appearances related to their job at the Library. The Library will attempt to adjust work schedules for part time employees called for jury duty or subpoenaed for court appearances to maintain hours worked on a weekly basis.

ARTICLE 13: Military Leave

The Library shall comply with all legal requirements regarding military leave.

ARTICLE 14: Family Medical Leave

Leaves of absence qualifying under the New Jersey State Family Leave Act (NJFLA) and the Federal Family and Medical Leave Act of 1993 (FMLA) shall be administered in accordance with applicable statutes and regulations. Consistent with such statutory and regulatory requirements, health and life insurance premiums shall be paid up to 12 weeks in a 12 month period by the Library to maintain coverage during this period. Employees will be required to contribute their regular employee contributions during leave periods or face coverage cancellation. The Library maintains an FMLA/NJFLA policy as required by law. The Library shall also comply with the requirements of the New Jersey Paid Family Leave Insurance Law.

ARTICLE 15: Occupational Sick Leave (On the Job Injury)

When an employee sustains an injury on the job or a job related illness requires him/her to be off duty more than one (1) year, the Board may pass a resolution giving up to one year's leave of absence with pay based upon base salary or wages. When such leave is taken, the employee shall reimburse the Borough either from Borough paid insurance or legal settlement/judgment all monies paid by the Borough.

ARTICLE 16: Unpaid Leave of Absence

An unpaid leave of absence of up to three (3) months, with one (1) possible renewal period of an additional three (3) months may be requested by a regular employee. Requests should be submitted in writing at least 60 days prior to the beginning of the requested leave. The request should include the reasons for the leave and any other information deemed relevant by the employee. The Director will send the request to the Board along with his/her written recommendation. The Employee will be notified of the Board's decision as soon as possible. The Board has the sole and absolute discretion to grant or deny unpaid leave requests.

An Employee on an unpaid leave shall not accrue any benefits of employment and shall not be entitled to continued health benefits. Such employees shall be offered COBRA. Employees on unpaid leave shall not lose any seniority rights, but shall not continue to accrue seniority during an unpaid leave period.

ARTICLE 17: Health Benefits

Health Insurance

All full-time employees and part-time employees working a minimum of thirty-two (32) hours per week are enrolled in the State Health Benefits Plan on the first of the month following the date of completion of two (2) months of continuous service.

Coverage is available for the employee and eligible dependents.

Employees must contribute toward the cost of health insurance through payroll deduction in compliance with State requirements.

Upon retirement, employees who have worked for the Library for at least twenty-five (25) years and have accumulated at least twenty-five (25) years of membership credit in a New Jersey state administered pension system shall be eligible to have their health benefits coverage continued at Library expense. In addition, employees who are eligible for disability retirement shall, if permitted by law, also be eligible for the above benefits, without the twenty-five years of service.

Dental Insurance

Coverage for employees and eligible dependents is available through Delta Dental on a cost sharing basis. Currently the Borough pays 85% of the coverage cost, the employee 15%. Payment is through payroll

deduction. This coverage is subject to continued coverage by the Borough.

Vision Care

The Borough currently participates in the Premier Vision Care Network (PVCN). Voluntary coverage for employees and eligible dependents is done through payroll deductions. This coverage is subject to continued coverage by the Borough.

Disability Income Insurance

All full-time employees are enrolled at the time of enrollment in SHBP.

ARTICLE 18: Job Descriptions

The Library shall prepare job descriptions for titles and positions covered by this Agreement and shall make such descriptions available to current employees, new hires, and the Union. The Library shall make any changes in such job descriptions available to current employees, new hires, and the Union.

ARTICLE 19: Personnel Files

A Personnel file shall be maintained for each staff member.

Each Employee may review the contents of his/her personnel file in the presence of the Library Director or her/his designee provided

reasonable notice of not less than three (3) days has been given by the Employee. A Union representative may witness the Employee's review of his/her file.

The Employee shall have the right to respond to any document in his/her personnel file within 30 working days of its receipt by the Employee. Such response shall be sent to the Director and shall be included in the Employee's personnel file. Employees shall be given a copy of all documents that are to be included in the personnel file and that reflect on the employee's job performance. Additionally, Employees will be afforded the opportunity to initial such documents prior to placement in the file. Employees may respond in writing to documents in their personnel files. All such responses should be provided to the Library Director.

ARTICLE 20: Job Postings

The Library shall post all notices of vacancies and promotional opportunities on the union bulletin board for five (5) days prior to general notification and the posting will remain for an additional five (5) days after general notification.

ARTICLE 21: Seniority

Seniority is defined as an employee's continuous length of service with the Library, beginning with latest date of hire. An accurate, up-to-date seniority roster showing each employee's date of hire and pay rate shall be maintained.

Loss of seniority

Continuous service for seniority purposes shall be broken for discharge for just cause or voluntarily terminating employment.

Seniority shall be tolled during the term of an unpaid leave of absence.

In the event of layoffs, a recall list will be in effect for a period of six months following the layoff. During that six month period, the Library will not hire new employees for positions from which there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept employment.

Determination and applicability of job qualifications and skill sets shall be made by the Library Director.

Seniority shall be given preference among employees with equal qualifications, skills and abilities in promotions, demotions and work shifts.

Seniority shall be given preference in vacation scheduling among employees with equal qualifications, skills and abilities unless employees

with less seniority demonstrate a compelling reason to bypass seniority in a particular instance. If any employee whose seniority is bypassed believes that such determination was made unfairly, that employee may pursue a grievance pursuant to the terms of Article 5 of this Agreement.

ARTICLE 22: Health and Safety

When a weather or other emergency necessitates closing the Library, employees will be notified as early as possible after the decision has been made, through a telephone chain procedure, email notification and/or announcements on local radio stations. Employees who were regularly scheduled to work on the day(s) the Library is closed shall be paid for the day.

Library closures for an emergency (e.g., weather conditions, utility failure, etc.) greater than 3 full days shall be unpaid, however the Library shall attempt to find alternative working opportunities for Library employees. In such situations, employees may also use paid time off.

If an employee does not report or leaves early due to weather conditions while the Library is open, full time employees shall use paid time off or compensatory time for those hours. If no such hours are available,

he/she shall not be paid for the time. Part time employees shall have the option of using paid time off or not being paid for those hours.

ARTICLE 23: Parking

Free Parking will be provided for employees in the Library parking lot. During the days of the Friends of the Library Book Sale and other special events (not to exceed four (4) such other special events per year or a maximum of eight (8) days per year), employees who are physically able to do so will park in a location other than the Library parking lot. On such days, the Library will attempt to secure from the Borough non-time-limited parking on Maple and/or Hamilton Avenues for employees.

ARTICLE 24: Staff Development/Continuing Education

Conferences, Meetings, Workshops

Attendance is encouraged as part of staff development/continuing education. No expenses may be incurred without prior approval in writing by the Library Director.

To qualify to attend a conference, meeting or continuing education paid for by the Library, the employee must submit a written request at least four (4) weeks in advance with the reason his/her attendance at the

conference or meeting will benefit the Library. To be paid for conference expenses, an employee must submit a signed voucher with receipts for payment. Employee may request advance payment for conferences involving substantial expenditures. Expense reimbursement may include, at the discretion of the Library Director, travel expenses, hotel or other accommodations, conference fees and a meal allowance. The employee should confirm in advance which expenses shall be reimbursed by the Library.

If obligated and authorized to use own vehicle, reimbursement is at prevailing IRS rate.

Tuition Reimbursement

Tuition reimbursement will only be considered after an employee has completed the first six months, or probationary period satisfactorily.

All permanent staff pursuing credit or non-credit courses which are job related and will benefit the operation of the Library shall be granted time off with full consideration given to scheduling needs. In addition, if funds are available, and subject to prior approval by the Library, tuition and related fees may be reimbursed to the individual, provided he/she receives

a grade of B or better, as documented in an official transcript, a pass in a pass/fail program, or satisfactorily completes a non-credit course.

Employee shall apply in writing to the Director. Total compensation per year not to exceed six hundred dollars (\$600.00)

Should the employee leave the Library service within one (1) year after completing the course(s) of study, he/she will be required to reimburse the Library.

ARTICLE 25: Probationary Employment

New hires, whether full or part-time, shall be on probation for six (6) months. At least two (2) months after start of probation, the Director shall discuss with the employee his/her progress. A second such discussion may occur at four (4) months after the start of probation if the Director deems it necessary or at the request of the employee. Before the end of probation the Director shall prepare a written evaluation and meet with employee to present the review.

If the employee is deemed to have successfully completed probation he/she shall be taken off probationary status and shall be provided all benefits being measured from the first day of employment.

ARTICLE 26: Separation from Service

Resignation

For a resignation in good standing the employee must file a written letter to the Director. All supervisors shall give a minimum of thirty (30) days notice.

Dismissal

An employee may be dismissed for just cause with or without prior notice at the discretion of the Library.

Layoffs

Employees shall be given 30 calendar days written notice of layoffs if possible. In the event of layoff, seniority shall prevail where all other qualifications are equal. Employees laid off shall remain on the recall list for a period of six (6) months.

Retirement

Retirement is subject to the requirements and provisions of PERS. Employees should notify the Director at least three (3) months before planned retirement.

ARTICLE 27: Labor/Management Meetings

Labor/Management Meetings to discuss non-contract issues considered important by either the Union or the Library, may be arranged by mutual agreement between the Union representative and the Library Director. Meetings shall be attended by such representatives for the parties as they deem useful to the discussion.

Arrangements for the time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a proposed list of Employees who will attend, and an agenda of the matters to be discussed. The members of the Union attending such meetings shall not lose time or pay for time so spent.

ARTICLE 28: Out of Title Work

In the event that an employee is assigned to perform work in a job classification higher than his/her job group (and such work is not also included in the employee's job classification) ("Out of Title Work") the employee shall notify the Library Director, in writing, that he/she has been assigned Out of Title work subject to this Article within five (5) business days. If the Library Director agrees that Out of Title Work has been assigned and such work continues for a period in excess of thirty (30)

consecutive work days, the employee shall be paid within the wage scale of the Out of Title Work after the thirtieth consecutive day. If the Library Director disagrees that Out of Title Work has been assigned, the Employee may pursue a grievance subject to the provisions of Article 5 of this Agreement.

ARTICLE 29: Non-Discrimination

The Library and the Union both agree that they shall not discriminate against any Employee based on any category protected by law.

ARTICLE 30: Savings Clause

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or endorsement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to the validity, such provisions shall be inoperative but all other provisions shall not be affected and shall thereby continue in full force and effect.

ARTICLE 31: Fully Bargained Clause

The foregoing constitutes the entire Agreement between the parties and shall supersede any and all rules and regulations in conflict therewith which were previously in effect. All other rules and regulations affecting conditions of work which were in effect at the time of signing of this Agreement shall remain in effect and are made part of this Agreement, including all rules and regulations contained in the Library Personnel Manual.

Nothing herein shall be construed to supersede any decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

ARTICLE 32: Terms of Agreement

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This Agreement shall be in full force and effect from January 1, 2014 to December 31, 2015. and shall continue from year to year thereafter unless written notice of desire to amend or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF the parties hereto set their respective signatures.

For the Glen Rock Library

For the CWA

Marcia Kaiser Marcia Kaiser
6-11-15

Rhylie Hafner

Donna Kuiper Dystra
6/11/15

Bruce [Signature]

Judith [Signature] 6/11/15
