

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**AND**

**NUTLEY FREE PUBLIC LIBRARY**

**EFFECTIVE**

**JANUARY 1, 2003 – DECEMBER 31, 2005**

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## AGREEMENT

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THIS AGREEMENT entered into by the Nutley Free Public Library, hereinafter referred to as the Employer, 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 Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

### ARTICLE 1

#### Definitions

The terms as herein set forth shall be understood to have the following meanings:

“Permanent Full Time Employee” shall mean and include persons whose employment is expected to continue indefinitely and are normally scheduled to work on average at least thirty-five (35) hours per week within the weekly period from Saturday through the following Friday, inclusively.

“Permanent Part Time Employee” shall mean and include persons whose employment is expected to continue indefinitely and are normally scheduled to work on average less than thirty-five (35) hours per week from Saturday through the following Friday, inclusively.

“Day” for permanent part-time employee shall mean the average hours worked per pay period divided by ten (10). This definition shall be used in computing all benefits unless otherwise

specified in this Agreement.

“Temporary Employee” shall mean and include all persons whose employment is for a temporary period and who are paid on an hourly or day-to-day basis.

“Seniority” shall mean continuous unbroken employment with Employer, beginning with the Start Date.

## ARTICLE 2

### Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions of employees of the Employer, excluding managerial employees. This unit includes the following titles:

Senior Librarian

Librarian

Senior Library Assistant

Library Assistant

Agency Aide

Building Maintenance Worker

Unless otherwise specified in this Agreement, "employees" as used herein shall mean Permanent Full Time and Permanent Part Time employees holding the above positions.

### ARTICLE 3

#### Union Dues and Representation Fee

A. The Employer agrees to deduct monthly from the pay of each employee who furnishes a written authorization for such a deduction in a form acceptable to the Employer, the amount of monthly Union dues. Dues shall be two (2) hours pay per month, based on a forty (40) hour week or such other amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be remitted by the Employer. Such deductions are to be sent to Communications Workers of America, c/o Secretary/Treasurer, 501 3rd Street, Northwest, Suite 230, Washington, D.C. 20001-2797, by the tenth (10th) day of the month following the calendar month in which such deductions are made. A list of employees from whose pay such deductions were made, plus their weekly base pay rate, shall be supplied to the Union at the above address. A copy of such list shall also be delivered to the Local CWA President.

B. In addition, any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination

date of this Agreement as long as the Union remains the majority representative of the employees in the unit, unless a modification is made in this provision by a successor agreement between the Union and the Employer. This provision shall not apply to persons who normally work not more than 20 hours per week. ("Normally" shall mean the standard work schedule of an employee. It is agreed that a person usually working 20 hours or under per week can fill in for a vacationing employee for a few weeks and not be subject to this agency shop provision.)

C. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

D. The written authorization referred to in this Article shall be irrevocable for a period of one (1) year from when it is dated, or until the termination date of the applicable collective bargaining agreement between the Union and the Employer, whichever is the shorter period.

E. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

#### ARTICLE 4

##### Employer's Rights and Responsibilities

It is recognized and agreed that the Employer's Board of Trustees (the "Board") possesses the sole right and responsibility to operate the facilities and departments covered by this agreement and that all management rights repose in it, except as may be expressly qualified by the provisions of this Agreement, consistent with applicable New Jersey Civil Service law. These rights include but are not limited to: to select and direct its employees; to hire, promote, transfer, assign, and retain



employees in positions within the unit, and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the Board may take whatever actions may be necessary to carry out the mission of the facility or its departments in situations of emergency. Library management, in its sole discretion, agrees to give reasonable consideration regarding Library openings and closings where unusual conditions of weather, temperature or other circumstances prevail. Should the Board or one of its designated representatives determine that an unusual condition exists, employees shall be released from duty with pay in accordance with the established Emergency Closing Policy.

Management shall make available to the Union a policy concerning the availability of management during the hours the Library is open.

## ARTICLE 5

### Health and Safety

A. The Employer agrees to maintain a healthful and safe working environment and shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. In the event that it is determined that it is hazardous or unhealthful for employees to occupy all or any portion of the premises maintained by the Employer, the Employer in such instances shall not require employees to continue to work in such hazardous or unhealthful area until

such time as the condition is corrected or abated.

B. The Union has the right to raise a matter of health and safety and management shall appropriately consider the issue and respond as soon as possible. No employee shall be discharged or otherwise disciplined for filing any reasonable complaint or instituting or causing to be instituted any proceeding based upon a reasonable complaint, relating to occupational safety or health. No employee shall be discharged or otherwise disciplined for testifying in any such proceeding pursuant to law, or because of the exercise by such employee of any right afforded under PEOSHA, whether on behalf of the employee or others.

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ARTICLE 6

Grievance Procedure

A. Purpose - The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretations, applications, or violations of this Agreement between the Employer and the Union.

B. Definitions

1. 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 or of Library policies, or disciplinary action.

2. A "grievant" is an employee who files a grievance.

3. "Representative" is a person or agent designated to represent either party in this procedure.

4. "Day" means a working day.

C. Procedures

1. Grievances shall be processed promptly and expeditiously.

2. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

3. Formal grievances and appeals shall be filed in writing.

4. Communication and decisions concerning grievances shall be in writing.

5. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

6. Failure by a grievant to process a grievance within the specified time limit shall render the

grievance as settled in favor of the Employer.

7. Failure by the Employer to issue a decision within the specified time limit shall cause the grievance to be advanced to the next level.

D. Processing

1. Time Limit - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

2. Step 1 - Any employee who has a complaint or grievance shall discuss it first with the Library Director (or immediate superior or department head, if applicable) in an attempt to resolve the matter at that level. Any grievance involving loss of pay that is not resolved at this meeting will automatically be placed before the full Board (Step 4).

3. Step 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he or she shall set forth the complaint in writing to the Library Director or his or her designee. The grievant must file the written grievance within the (10) working days of the occurrence of the grievance. The Library Director will review the grievance and investigate the facts and submit a written answer to the grievant within ten (10) working days of the submission date on the grievance form.

4. Step 3 - If the problem is not settled to the satisfaction of both the grievant and his or her respective superiors, either party or both parties may request that the matter be referred to the Board. This appeal must be made in writing and must set forth the grounds upon which the grievance is based. The complaint previously filed with the Library Director and the Director's written decision shall be filed with the appeal to the Personnel Committee of the Board. If any of the aforementioned

parties so requests, discussion with grievant must be held within ten (10) working days of filing the appeal with the Personnel Committee. The Personnel Committee will attempt to resolve the matter as expeditiously as possible, but within a period not to exceed ten (10) working days. The Personnel Committee shall communicate their decision in writing with supporting reasons to the involved parties.

5. Step 4 - If an individual grievance is not settled after reaching the Personnel Committee, the matter may be referred at the request of any party to the full Board for consideration.

6. Step 5 - The President of the Board, or the presiding officer of the Board, shall fix the place and time for the hearing, said hearing to be held within ten (10) working days of receipt of appeal, and shall notify all parties of same in writing.

7. Step 6 - The grievant may have a representative and/or witness of his or her choice in attendance at an appeal before the Board.

8. Step 7 - The Board shall review the case and render a written decision within twenty-five (25) working days of the date of appeal to the full Board. Their decision shall be forwarded to the parties concerned through the Library Director.

9. Step 8 - If a grievance is not settled after reaching the full Board, the matter may proceed to arbitration.

#### E. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

2. The filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Employer's departments.

3. All records of grievance processing shall be filed separately and shall not be kept in the personnel file of any of the participants.

4. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next step.

5. All written communications regarding this grievance procedure shall be noted at the beginning of such correspondence, "In the Matter of Grievance Number (insert number)."

6. It is understood that any grievant shall continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been duly determined, unless such continued action shall be in violation of law.

7. Forms for grievance processing shall be mutually agreed upon by the parties to this agreement. The Union and the Library Director will distribute the forms as they are required.

8. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

9. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Library's premises.

10. The Library agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance for the grievant and one (1) union representative who is an employee of the Employer throughout the grievance procedure.

11. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in computing the time of the foregoing.

12. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. In the event that it is necessary to require the attendance

of other employees as witnesses during any of the above steps, such employees shall receive pay not to exceed one hour for such time.

13. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his or her immediate supervisor.

## ARTICLE 7

### Wages, Wage Schedules and Payment

The wage ranges effective January 1, 2003 ("Salary Range 2003"), January 1, 2004 ("Salary Range 2004"), and January 1, 2005 ("Salary Range 2005") are set forth in Appendix A which is annexed to this agreement and made a part hereof as though set forth herein at length. The ranges set forth in Salary Range 2003 were determined by increasing the 2002 bases and 2002 maxima in Salary Scale 2002 set forth in Appendix A of the prior Agreement between the parties by 4.0 percent, in Salary Range 2004 by increasing the ranges in Salary Range 2003 by 4.0 percent, and in Salary Range 2005 by increasing the ranges in Salary Range 2004 by 3.5 percent.

1. In accordance with the above ranges all employees at maximum as of January 1, 2003 and remaining in employment at the same position throughout the term of this Agreement will remain at maximum in each of the covered years. Employees who change positions may or may not remain at maximum depending upon where they fall within the applicable salary range for their new positions. Such employees, as well as any employees hired at less than maximum within their applicable ranges after the date of signing of this Agreement, will be entitled to the benefit of the increase in each of the covered years on the date(s) when their raise(s) or hire(s) becomes effective, in accordance with pay periods as described in Section 4 of this Article 7.

2. Certain employees who were not at maximum as of the date of signing of this Agreement were within the "Salary Scale 2002" set forth in Appendix B-4 of the prior Agreement between the parties. In consideration of the Union's agreeing to move from the step system utilized in the 1997 - 1999 Agreement to the range system utilized in the 2000 - 2002 Agreement, Employer has agreed to continue to grandfather such employees. Accordingly, such grandfathered employees will continue to remain in the step system until they reach their maxima. A list of the grandfathered employees, their titles and positions in Salary Scale 2003, Salary Scale 2004, and Salary Scale 2005, are set forth in Appendix B, each to be effective as of January 1 of the applicable year. Each of these Salary Scales has been adjusted to reflect the 4.0 percent increase agreed to for each of the three (3) years covered under this Agreement, with Salary Scale 2002 of the prior Agreement having been used as the beginning base.

3. Nothing in this Article 7 and related Appendices, relating to salary, grandfathering, or any other matter, either expressly or impliedly, shall be construed or interpreted as a contractual or other obligation or promise of continued employment. None of Employer's rights and responsibilities as set forth in Article 4 or other Articles of this Agreement shall be abridged hereby.

4. For employees eligible for step increases, such increases will be given in accordance with such wage schedules effective at the beginning of the bi-weekly pay period coinciding with or next following the anniversary of the employee's Start Date.

5. Full-time and permanent part-time employees shall be paid by-weekly, provided, however, that in the case of permanent part-time employees each payment shall be for the bi-weekly period ending two weeks prior to payment



ARTICLE 8Use of Employees' Vehicles

Employees shall be reimbursed on a per mile basis for the use of an employee's vehicle on authorized employment business. The per mile rate during each calendar year shall be equal to the per mile deduction allowable by the Internal Revenue Service on January 1st of that calendar year.

ARTICLE 9Insurance

A. Health Benefits as presently provided under the plan of the Township of Nutley (Hospitalization and Major Medical insurance) are to be retained as at present for permanent full-time employees. Permanent part-time employees working twenty (20) or more hours weekly are eligible for such Health Benefits.

B. Life insurance is to be continued as at present.

C. There shall be no change in the group Hospitalization Medical Plan or Life Insurance Plan, paid for by the Employer on behalf of the employees indicated above, except in the case of a new plan that is equivalent or better.

D. Dental Insurance shall be retained as instituted in November 1986 for employees working twenty (20) or more hours weekly.

ARTICLE 10Holidays

A. Employees will be given the following paid holidays:

New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day: Close at

1:00 P.M.

Christmas Day

New Year's Eve Day: Close at

1:00 P.M.

Floating Holiday: to be taken as scheduling permits

- B. Whenever one of the aforementioned holidays falls on a day when the Library would otherwise be scheduled to be open, employees scheduled to work that day will be given the day off, and employees not scheduled to work that day will be given an alternate day off as scheduling permits. In the event one of the aforementioned holidays falls on a day when the Library would not otherwise be scheduled to be open, the schedule of the Township of Nutley shall be followed as to the alternate day of closing. Whenever one of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. Scheduling and staffing for the aforementioned holidays is to be handled administratively.
- C. Pay for permanent part-time employees will be equal to the number of hours the employee would normally work on the day of the holiday, or the average daily number of hours the employee works, whichever is greater.
- D. Whenever one of the aforementioned holidays falls on a day when an employee is on leave with pay, the day shall be recorded as a holiday instead of any other type of leave day, except in the case of bereavement leave as specified in Article 12E.
- E. Whenever one of the aforementioned holidays falls on a day when an employee is scheduled to be off, such an employee shall be given an alternate day off as scheduling permits.

ARTICLE 11

Vacation

- A. Permanent full-time employees who commenced work prior to January 1, 2003, shall receive twenty-one (21) days of vacation per year. Permanent part-time employees with one (1) through five

(5) years of service, who commenced work prior to January 1, 2003, shall receive ten (10) days of vacation per year. Permanent part-time employees with more than five (5) years of service, who commenced work prior to January 1, 2003, shall receive fifteen (15) days of vacation per year.

B. Employees who commenced work on or after January 1, 2003 shall receive:

1. Permanent full-time employees: One (1) day for each full month of service during the calendar year in which the employee commenced work, twelve (12) days during the first full calendar year following the calendar year in which the employee commenced work and twenty (20) days for each full calendar year thereafter.

a. However, in the case of persons holding a professional librarians' certificate, employer may, in its sole discretion, increase the amount of vacation granted during the first full calendar year following the calendar year in which the employee commenced work up to a maximum of twenty (20) days when deemed necessary because of competitive hiring considerations.

b. For pro-ration purposes, if an employee works one-half (1/2) of a month or more, it shall be considered a full month; less than one-half (1/2) month shall not be counted toward vacation entitlement.

2. Permanent part-time employees: One (1) day for each full month of service during the calendar year in which the employee commenced work not to exceed ten (10) days, then (10) days during the first full calendar year following the calendar year in which the employee commenced work through the fifth full calendar year following the calendar year in which the employee commenced work, and fifteen (15) days for each full calendar year thereafter. The provisions set forth above in subparagraph b, as to pro-rating partial months also apply here.

C. Vacation periods will be from January 1st through December 31st of each year.

D. If additional vacation time is desired, it will be considered by the Library Director and, if granted, shall be taken as unpaid leave time. Should an employee request, up to five (5) working days vacation time may be carried into the next year.

E. Vacation leave will be granted based on seniority.

## ARTICLE 12

### Leave Policy

A. Sick Leave - In case of sickness or injury, employees shall, in addition to their annual vacation leave with pay, be granted sick leave with pay of not less than one (1) working day for each month of service during the remainder of the first calendar year of service and, in addition, fifteen (15) working days in each calendar year of service thereafter. If any such employee requires none or only a portion of such allowable sick leave for any such calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year. The Employer may require a doctor's certificate after a five (5) day absence.

An employee who had continuously served the Employer for not less than twenty (20) years and who is eligible for retirement pursuant to the Public Employees' Retirement System of the State of New Jersey, upon completing his or her period of service shall be granted a paid leave of absence in lieu of accumulated sick time. Payment shall be at the same bi-weekly salary the employee was receiving at the end of his or her period of service, but only up to and including nine (9) pay periods.

The Union may request a reopening of negotiations on its request for "Full pay for accumulated sick time on retirement after ten (10) years of service" if the Township of Nutley ordinance changes as to its provisions in this area.

B. Leave Without Pay - Leave without pay for up to one (1) year will be granted based on the needs of the Employer's business.

C. Maternity Leave - Since pregnancy is considered to be a disability, accumulated sick leave will be utilized, however, an additional three (3) months leave without pay will be granted, if requested.

D. Family Leave - Nothing in this Agreement shall diminish any rights to which an eligible employee may be entitled under the Family and Medical Leave Act of 1993 (FMLA) or the New Jersey Family Leave Act (NJFLA), and Employer shall be bound thereby in accordance with their terms. To the extent the provisions of said Acts may be optional, Employer agrees to give fair and reasonable consideration to any requests of employees which are allowable there under, and to give fair and equal treatment to employees similarly situated.

E. Bereavement Leave - Employees will be granted a bereavement leave of three (3) days (excluding Sundays) off without loss of pay immediately following the death of any of the following:

1. Employee's spouse
2. Employee's or employee's spouse's child, grandchild, brother, step-brother, sister, step-sister, parent or grandparent
3. Employee's brother-in-law, sister-in-law, aunt or uncle

Reasonable verification of the event may be required by the Employer.

Bereavement leave will commence immediately following the date of death (excluding Sundays), but, at the request of the employee and where circumstances warrant (such as delays in making funeral arrangements) may commence within a reasonable time following the date of death such as the first day of a wake or other formal funeral service. Reasonable verification of the event may be required by the employer.

Any bereavement leave necessitated during an employee's vacation may be taken as bereavement leave. Bereavement leave is not in addition to any other leave, holiday, day off, or compensatory time off falling within the time of bereavement. An employee may request of the

Library Director or her designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld. Such time off to attend a funeral may be deducted from personal business or Vacation Leave or may be taken without pay or may be made up at a mutually agreeable time.

F. Personal Leave - Employees shall receive three (3) days leave for personal business. Any employee seeking to utilize a personal business day shall provide the Employer with a minimum of three (3) working days notice except in case of any emergency, said emergency to be determined by the Library Director. If any of the three (3) personal business days allowed each year is not used, they will be added to the employee's total of cumulated sick days at the close of the library's last business day for the year. A personal business day may be used in conjunction with a vacation or a holiday, providing scheduling permits.

Personal leave may be taken in full-day increments, but in emergent circumstances may be taken in one-half (1/2) day increments within Employer's discretion.

## ARTICLE 13

### Scheduling and Shift Changes

A. Fourteen (14) days notice shall be given to employees prior to implementing permanent schedule changes.

Whenever circumstances require a temporary shift change, employer shall give the affected employee notice as soon as reasonably possible following employer's awareness of the circumstances requiring the change. If an employee is required to do a split shift and given little advance warning, and employee is the primary caregiver for a child or adult dependent family



member, employee will be given the time, during working hours, required to make necessary arrangements for substitute care.

B. It shall not be an employee's obligation to arrange a replacement in cases of scheduled vacation, personal days granted on a minimum of three (3) days notice, scheduled alternate holidays or illness, except that, when employees have scheduling responsibilities, scheduling to assure coverage for their respective areas shall be the primary obligation of such employees subject to the approval of the Library Director, unless the need for a replacement arises on an emergency basis, in which case the ultimate responsibility shall rest with the Library Director.

C. In the event Employer desires to make a shift change(s) to meet its functional needs either on a permanent or temporary basis, Employer agrees to give fair and reasonable consideration to the personal needs and hardships of an employee(s) affected by such change(s).

D. Depending on functional needs, Employer will give fair and reasonable consideration to employee(s) requests for shift change(s) in the event of a vacancy.

ARTICLE 14

Union Rights

A. Union Leave - Members of the Union who are elected or designated by the Union to negotiate with Employer shall be granted time off without loss of pay when negotiating with Employer during the employee's normally scheduled hours. Not more than two (2) members shall be absent from work at a time. Employees shall not be compensated, either in dollars or in compensatory time off, for time spent in negotiating with Employer when they are not scheduled to work.

B. Union Bulletin Boards - The Employer shall furnish space for a Union bulletin board in a mutually agreeable area not open to the general public.

C. Union Leave - 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 without loss of pay, provided that notification is given to the Director in writing by the Union at least one (1) week in advance, and also provided that such requests are not in excess of five (5) working days per year in the aggregate for all members. Only one (1) member shall have a right to be absent at a time, however, if requested, Employer shall make a reasonable good faith effort to accommodate an additional member or members subject to scheduling requirements.

## ARTICLE 15

### Promotions

A. When there is no previous Civil Service list, all promotional openings will first be offered to qualified members of the staff.

B. Employer will post all vacancies and promotional opportunities on the Union bulletin board consistent with applicable New Jersey Civil Service law. Seniority, education, experience, and satisfactory evaluations shall be considered regarding promotions and transfers.

C. Whenever a permanent full-time, bargaining-unit position is vacated, Employer will give reasonable consideration to replacing the same with another bargaining-unit employee depending on Employer's functional needs and fiscal constraints. Employer will also give reasonable consideration, on the same basis as other applicants, to qualified bargaining-unit employees who may be interested in a vacant position.

## ARTICLE 16

### Continuing Education Policy

A. The Employer offers the use of a continuing education policy by individual staff members who would like to enrich themselves on a professional level.

B. One (1) working day off with pay, per week and per semester, shall be granted to a staff member for further studies provided the following requirements are met:

C. 1. The staff member shall have completed a minimum of one (1) year's service,

2. The course work must be in pursuit of a master's degree in Library Science,

3. The request for such time must be made in writing to the Library Director at least one (1) semester prior to the beginning of the contemplated studies.

D. The final decision shall be upon the approval by the Board.

E. The Board encourages staff participation in workshops, meetings and seminars in which staff members learn or contribute or both. Attendance must be approved in advance by the Director.

Time off with pay will be granted as scheduling permits, and travel and registration expenses will be reimbursed as funding permits.

## ARTICLE 17

### Longevity

A. Permanent full-time and permanent part-time employees shall receive a yearly longevity payment of:

- 5 yrs. of service..... Two (2%) percent
- 10 yrs. of service..... Four (4%) percent
- 15 yrs. of service..... Six (6%) percent
- 20 yrs. of service..... Eight (8%) percent
- 25 yrs. of service..... Ten (10%) percent

B. An employee whose Start Date is prior to July 1 shall receive the applicable longevity payment beginning as of January 1 of the calendar year during which such employee completes the applicable years of service. An employee whose Start Date is after June 30 shall receive the applicable longevity payment beginning as of January 1 of the calendar year following the calendar year during which such employee completes the applicable years of service. (Example: Employee A having a Start Date of April 1, 1994, would receive the five (5) year longevity as of January 1, 1999. Employee B having a Start Date of October 1, 1994, would receive the five (5) year longevity as of January 1, 2000.)

ARTICLE 18

Work in a Higher Job Classification

When an employee works in a job classification higher than his or her job classification for twenty-five (25) or more consecutive work days, the employee shall be paid beginning with day twenty-five (25) at a rate of pay that would coincide with the lowest level on the wage schedule for the higher classification. If the replacing employee's rate of pay is more than said level, the replacing employee will receive pay as per the second level of the position replaced. The use of the word

“consecutive” in this language shall not include weekends or any other normally scheduled days off.

Job descriptions shall be provided to all employees upon request and shall be consistent with the New Jersey department of Personnel classified job specifications.

#### ARTICLE 19

##### Personnel Files

A. Each employee’s personnel files and employment information shall be kept in a locked space and are not to be discussed or distributed, without the employees written permission, with anyone other than authorized personnel or persons authorized by law.

B. An employee may review the contents of his or her file upon request, and a Union as well as management representative may accompany the employee for the review. Upon completion, the employee shall initial each document not previously initialed indicating only that the document has been reviewed by the employee.

C. The employee shall have the right to respond to any document in his or her file within thirty (30) working days of receipt of said document by the Employer, said response to be included in the employee’s file.

D. Upon request, an employee shall be given a copy of any document pertaining to job performance which is contained in his or her personnel file. In addition, upon the completion of any formal evaluation of an employee, the Employer shall provide an opportunity for the employee to review and initial the evaluation before the document is placed in his or her file.

#### ARTICLE 20

##### Work Week

A. The normal work week shall consist of five (5) days of work.

B. Full-time employees, except building maintenance workers, will be scheduled to work a total of seventy (70) hours in a two (2) week period. Building maintenance workers will be scheduled to work a total of seventy-six (76) hours in a two (2) week period.

C. Scheduled lunch or supper breaks shall be sixty (60) minutes.

D. Individual employee preference will be considered in seniority order when schedules are arranged, subject to the needs of each department.

E. All hours of work shall be consecutive, separated only by breaks and lunch and supper periods, unless mutually agreed otherwise by the employee and the Library Director.

F. If at any time during the term of this contract, a decision is made to add Sunday hours, the Employer will explore the options of using unpaid volunteers or hiring part-time hourly workers to cover Sundays, and shall be free to do so.

If permanent full-time and/or part-time staff are required to perform Sunday work the following shall apply:

1. If permanent full-time and or part-time staff (other than those referred to in the first paragraph of this sub-section) work on Sundays, they shall be compensated at one and one-half (1 ½) their normal rates of pay for any hours worked on a Sunday.

2. Hours on Sunday shall be scheduled as follows: employees shall be assigned on a voluntary basis beginning with the most senior. If there are insufficient volunteers, then employees shall be assigned to work in inverse order of seniority.

3. No employee shall be required to work more than one (1) Sunday in four (4).

G. Employees will be given three (3) months advance notice if Sunday hours are added at any time during the term of this agreement.

ARTICLE 21Parking

Free parking will be furnished for employees.

ARTICLE 22Meetings

A. Staff Meetings – Staff members are encouraged to propose, in writing to the Library Director, any topics, not related to working conditions, (as described under paragraph B below), that pertain to the general staff for the purpose of scheduling a Staff Meeting. Staff meetings shall be held on a monthly or other basis as shall be necessary, and may be scheduled at any reasonable time before or during working hours. Employees scheduled to work on the day a Staff Meeting is held immediately prior to work shall receive compensatory time off. Employees who are not scheduled to work on the day of a Staff Meeting may attend on a voluntary basis and shall also receive compensatory time off.

All compensatory time shall be taken as scheduling permits.

B. Labor-Management Meetings - The Employer shall honor any reasonable request to conduct a labor-management meeting to discuss terms and conditions of employment and the rights and obligations under the within Agreement. All requests shall be directed to the Library director, who shall further be notified of the matters to be discussed and the personnel to be present. The Library Director shall respond within a reasonable time, may add matters to be discussed in his or her discretion, and shall schedule a mutually convenient time for the meeting. It is understood that attendance at such meetings shall be limited to appropriate representatives of the parties hereto and shall not be open to the general staff. It is further understood that the purpose of said meeting(s) shall be to provide an avenue of communication regarding Employer-employee

relations and shall not be used to replace any of the steps set forth in ARTICLE 6.



ARTICLE 23

Terms of Agreement

The effective date of this Agreement shall be January 1, 2003 and it shall remain in full force until Midnight December 31, 2005. Thereafter the Agreement shall remain in full force and effect from year to year unless a notice of termination or a desire to modify or change this Agreement is given in writing by either party at least ninety (90) days prior to December 31, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper representatives on this the 31st day of March 2003.

For the Nutley Free Public Library

For the Union

By: \_\_\_\_\_  
Anthony J. Iannarone, President  
Board of Trustees

By: \_\_\_\_\_  
Phyllis Haefner, Staff Representative,  
CWA Local 1031, AFL-CIO

By: \_\_\_\_\_  
Franklin J. Patterson, Member  
Board of Trustees

By: \_\_\_\_\_  
Vivien Lacerenza, Negotiator

By: \_\_\_\_\_  
JoAnn A. Tropiano, Director

By: \_\_\_\_\_  
Jean Olney, Negotiator

WITNESSETH:

\_\_\_\_\_

## APPENDIX A

SALARY RANGES

<b>JOB CLASSIFICATION</b>	<b>MINIMUM</b>	<b><u>2003</u></b>	<b>MAXIMUM</b>
Senior Librarian	41,068		51,765
Librarian	37,532		47,308
Senior Library Assistant	26,585		33,510
Building Maintenance Worker	26,063		32,853
Library Assistant	23,533		29,664
Senior Library Assistant - Part Time	14.61		18.48
Library Assistant - Part Time	12.48		15.19
Agency Aide - Part Time	9.62		12.25
Building Maintenance Worker - Full Time	26,063.00		32,853.00
Building Maintenance Worker - Part Time	15.57		17.44
		<b><u>2004</u></b>	
Senior Librarian	42,711		53,836
Librarian	39,033		49,200
Library Associate	31,000		40,500
Senior Library Assistant	27,648		34,850
Building Maintenance Worker	27,106		34,167
Library Assistant	24,474		30,851
Senior Library Assistant - Part Time	15.19		19.22
Library Assistant - Part Time	12.98		15.80
Agency Aide - Part Time	10.00		12.74
Building Maintenance Worker - Full Time	27,106.00		34,167.00
Building Maintenance Worker - Part Time	16.19		18.14
		<b><u>2005</u></b>	
Senior Librarian	44,206		55,720
Librarian	40,399		50,922
Library Associate	32,085		41,918
Senior Library Assistant	28,616		36,070
Building Maintenance Worker	28,055		35,363
Library Assistant	25,331		31,930
Senior Library Assistant - Part Time	15.73		19.89
Library Assistant - Part Time	13.43		16.35
Agency Aide - Part Time	10.35		13.19
Building Maintenance Worker - Full Time	28,055.00		35,363.00
Building Maintenance Worker - Part Time	16.76		18.77

**APPENDIX B - Salary Scales for Employees in the Step System on January 1, 2003**

## 2003 SALARY SCALE

TITLE	2002 BASE	2003 BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
Sr. Library Assistant	25,564	26,587	27,650	28,756	29,906	31,103	32,347	33,511
Library Ass't. - PT	12.02	12.50	13.00	13.52	14.06	14.48	14.92	15.22
Bldg. Maint. Wrk. - PT	14.97	15.57	15.88	16.20	16.52	16.85	17.19	17.45

## 2004 SALARY SCALE

	2003 BASE	2004 BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
Library Ass't. - PT	12.50	13.00	13.52	14.06	14.62	15.06	15.51	15.82

## 2005 SALARY SCALE

	2004 BASE	2005 BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
No employees in scale								

**Employee  
2003**

Hire/Pro. Date	Step
7/3/1995	5 - 13 pays
9/5/1996	Max - 13 pays
8/2/1999	5 - 16 pays
	Max - 10 pays
9/5/1998	4 - 18 pays
	5 - 8 pays

**2004**

Jose Declat	9/5/1998	5-18 pays
		Max - 8 pays

**2005**

No employees in scale

