

3-0491

STORAGE

Essex

07-14

AGREEMENT

Between

NEWARK PUBLIC LIBRARY

And

BUILDING TRADES BARGAINING COMMITTEE

Effective January 1, 1979--December 31, 1980



INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 68  
11 FAIRFIELD PLACE  
EAST CALDWELL, N. J. 07006

This Agreement, effective this first day of January, 1979, entered into by and between the NEWARK PUBLIC LIBRARY, IN THE COUNTY OF ESSEX, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Library") and the BUILDING TRADES BARGAINING COMMITTEE, (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Library and the Union and is designed to maintain and promote a harmonious relationship between the Library and such of its employees who are covered by Article I - Recognition, in order that more efficient and progressive public service may be rendered.

#### ARTICLE I RECOGNITION

In accordance with the "Certifications of Representatives" of the Public Employment Relations Commission dated April 15, 1971 (Docket No. RO-81, RO-82 and RE-11), the Library recognizes the Building Trades Bargaining Committee as the exclusive collective negotiations agent for all employees covered under the aforementioned Certifications and more specifically enumerated by job titles in Appendix A.

#### ARTICLE II MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Library and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

C. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

### ARTICLE III SENIORITY

A. Seniority is defined as the total length of service of an employee with the Library commencing with his latest date of hire.

B. In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority will be given preference in layoffs, recalls and vacation schedules.

### ARTICLE IV GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition: The term "Grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the Library.

C. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

a. An aggrieved employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two

a. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Division Head (or his representative) within five (5) working days following the determination by the Supervisor.

The Division Head, or his representative, shall render a decision in writing within five (5) working days from the receipt of the complaint.

Step Three

a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Division Head or within five (5) working days following the time allotted for such determination, the matter may be submitted to the Assistant Director of the Library.

b. The Assistant Director of the Library, or his representative, shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Four

a. In the event the grievance has not been resolved at Step Three, then within five (5) working days following the determination of the Assistant Director of the Library, the matter may be submitted to the Director of the Library.

b. The Director or his representative shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Five

a. Should the aggrieved be dissatisfied with the decision of the Director, the Union may within five (5) working days request that the matter be submitted to the Board of Trustees. The Board will render its decision within fifteen (15) working days of the receipt of the complaint.

Step Six - Arbitration

a. Should the aggrieved be dissatisfied with the decision of the Board of Trustees, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board of Trustees. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto or add new provisions to this Agreement or any amendment or supplement thereto.

d. The costs for the services of the arbitrator shall be borne equally between the Library and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator shall set forth his finding of facts, and reasons for making the award, which shall be binding upon the parties, within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

D. Library Grievances

Grievances initiated by the Library shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the Library and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Five above.

ARTICLE V UNION REPRESENTATIVES

Accredited representatives of the Union may enter the Library facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union desires to have such a representative enter the Library's facilities, or premises, it will request such permission from the appropriate Library representative. Permission will not be unreasonably withheld, provided there should be no interference with the normal business of Library government. There shall be no Union meetings on Library time. Union meetings may be held on Library property provided such facilities are available and further provided that permission is secured in advance from the appropriate department head.

ARTICLE VI WORK WEEK

The present work week scheduled for employees covered in this Agreement as established by Board Resolutions and noted in Appendix "A" which is attached hereto and made part hereof shall continue for the life of this Agreement.

ARTICLE VII OVERTIME

A. Definition of Overtime

Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered overtime. Overtime shall be distributed as equitably as possible and all employees may be required to work a reasonable amount of overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate department head or his designee.

B. Compensatory Time Off or Cash Payment for Overtime

1. Employees who are required to work in excess of their normal work day or work week shall be compensated in cash or compensatory time off at the discretion of the Library at one and one-half (1½) straight time.

Overtime worked by employees engaged in around the clock seven (7) day per week operations will be compensated in cash in the event the Library is unable to schedule the employee for compensatory time off prior to the end of the calendar year.

2. Employees shall have the opportunity of requesting particular compensatory days off. Such requests shall be made five (5) working days in advance and shall be subject to the approval of the Division Head.

3. Approval of the Division Head shall not be unreasonably withheld. Reasonable attempt shall be made to provide the employee with the opportunity to utilize compensatory days within the calendar year in which they were earned.

C. Employees who are required to work on a holiday shall be compensated in cash on the following basis:

1. Employees who are regularly scheduled to work on a holiday who have worked less than forty (40) hours in that work week shall receive straight time for the holiday as such and straight time for all work on the holiday. Those employees who have worked forty (40) or more hours in that work week exclusive of holidays shall receive straight time for the holiday as such and time and one-half for all time worked on the holiday.

2. Employees who are required to work on a holiday on an emergency basis shall be compensated for on the following schedule:

a. Those employees who have worked less than forty (40) hours in that week shall receive straight time pay for the holiday as such plus time and one-half for all time worked on the holiday.

b. Those employees who have worked over forty (40) hours in that work week exclusive of the holiday shall receive straight time pay for the holiday as such plus double time (2X) for all time worked on the holiday.

ARTICLE VIII WAGE SCHEDULE

A. All employees covered by this Agreement shall receive, effective January 1, 1979 a wage increase in the amount of five (5%) percent in accordance with Appendix B which is attached hereto and made part hereof. Said increase shall be added to the employees' base salary.

B. All employees covered by this Agreement shall receive, effective January 1, 1980, a wage increase in the amount of 5% on their base pay effective January 1, 1979 and in accordance with Appendix A which is attached hereto and made part hereof.

C. All employees covered by this Agreement shall receive, effective January 1, 1980, a wage increase in the amount of 5 per cent (5%) on their base pay effective January 1, 1980 and in accordance with Appendix A which is attached hereto and made part hereof.

D. All said wage adjustments for the years 1979 and 1980 shall be computed from the employee base pay of January 1, 1979 and January 1, 1980.

ARTICLE IX HOLIDAYS

Paid holidays shall be granted to all employees subject to this Agreement in accordance with the schedule ordained by the Library Board to be effective commencing January 1st of each year.

ARTICLE X VACATION LEAVE

A. Annual vacation leave with pay shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days' vacation thereafter up to ten (10) years of service; fifteen (15) working days' vacation after the completion of ten (10) years and up to twenty (20) years of service; twenty (20) working days' vacation after the completion of twenty (20) years of service.



B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Library unless the Library, after final determination by the Director of the Library, determines that it cannot be taken because of pressure of work. Any unused vacation may with the approval of the Director be carried forward in to the next succeeding year only.

C. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

D. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

#### ARTICLE XI HEALTH INSURANCE

The Library agrees to continue to provide Health Insurance coverage during the life time of this Agreement for all employees and the eligible members of their families in accordance with the current hospitalization plan. The Medical-Surgical plan shall be adjusted at the "750" series level or a substantially equivalent plan provided by another insurance carrier, no later than July 1, 1977. In the event the Library is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage. Any employee who chooses to join a health maintenance organization shall bear such costs of the health plan which exceed the costs of the regular Library plan. There will be no additional cost to the employee if the Library elects the self-insured option.

B. The Library reserves the right to change insurance carriers or provide insurance on a self-insured basis during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided. The Library shall notify the Union if such change is made. In any event there shall be no interruption of medical benefit coverage for employees covered by this Agreement. If the self-insurance option is elected by the Library the employees have the option to elect either the Library self-insurance program or the H.M.O.

Each active permanent employee covered by this Agreement shall be covered, as per the effective date of the Agreement covered, with the Insurance carrier or the Library, no later than July 1, 1977, by a \$5,000.00 Death Benefit plan which includes a \$10,000.00 Accidental Death and Accidental Dismemberment coverage. The said Benefits shall reduce a total of \$1,500.00 for all active employees who are age sixty-five (65) or who shall attain the age of sixty-five (65). Said total \$1,500.00 coverage shall include all employees who retire after the execution of this Agreement and who shall have served a minimum of fifteen years of service with the Library.

D. Active employees shall mean those employees who are on actual duty on the date of the Agreement with the Insurance carrier or the date the Library is authorized to be self-insured. Employees who are on sick leave, sick leave without pay, leave of absence or any other leave of absence at the effective date of the contract shall be enrolled for death benefits from the first day of actual return to assigned duty.

E. Said Death Benefits Insurance Coverage shall apply only to employees of the Library and not eligible dependents.

F. A Provisional employee shall have served a minimum of ninety (90) days of continuous service with the Library to be eligible for coverage in all instances.

G. If this coverage is provided by a contract of insurance the liability of the Library shall be limited to the terms of the contract.

#### ARTICLE XII SICK LEAVE

##### A. General

Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to Rule 4:1 - 17.14 et seq., of the Civil Service Rules for the State of New Jersey, revised April 15, 1971.

**B. Service Credit for Sick Leave**

1. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

**C. Amount of Sick Leave**

1. Sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Library shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

**D. Reporting of Absence on Sick Leave**

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to do so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. The Library may consider absence by an employee without notice for five (5) consecutive days as constituting a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

b. The Library may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof may be required.

4. The Library may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Library, by a physician designated by the Library. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE XIII LEAVES OF ABSENCE

A. Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rule for the State of New Jersey, revised April 15, 1971.

B. Employee Representatives shall be permitted an aggregate of six (6) working days each calendar year to attend Union Conventions (e.g., Two (2) Representatives for three (3) days each or three Representatives for two (2) days each.

#### ARTICLE XIV EMPLOYEE TRAINING

A. The Library and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage members of the bargaining unit to maintain acceptable and increased levels of competence by.

1. Keeping abreast of changes occurring in their field, craft, trade, profession or occupation.

2. Participation in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training.

3. Realizing that not all training and development are directly related to their jobs and that they have a responsibility for self development.

C. The Library will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. The Library and the Union agree to meet upon written notice of either party to consider training and development programs for employees covered by this Agreement. Such programs may include partial or full reimbursement by the Library for approved courses which are completed by employees.

#### ARTICLE XV EMPLOYEE PERFORMANCE

A. The Union agrees to support and cooperate with the Library in improving employee performance. In furtherance thereof the Union shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours, unless unavoidably prevented;
2. Give such effort to their work as is consistent with the requirements thereof;
3. Avoid waste in the utilization of materials and supplies;
4. Maintain and improve levels of performance;

5. Assist in preventing accidental injury to themselves and others;
6. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
7. Assist where possible in building good will between the Library, the Union and the public at large.

B. The Union recognizes that it is the Library's responsibility to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible.

C. Pursuant to Civil Service Rules and Regulations standards for acceptable levels of performance may be established and employees evaluated by the Library in relation to the duties and responsibilities of each job.

D. An acceptable level of employee performance shall be attained only if performance is adequate and acceptable in all major aspects of the job requirements. Consideration shall be given to all aspects of performance including requisite attitudes and conduct as well as production and efficiency of work. Consistently poor judgment, lack of diligence, undependability, inaccurate work, improper use of leave, and personal relationships which hamper individual or group effectiveness are representative of conduct and attitudes which may be the basis for disapproval of a salary increment or adjustment.

E. Appeals from denial of a salary increment or adjustment for failure to meet acceptable levels of employee performance may be processed through the grievance procedure.

#### ARTICLE XVI BULLETIN BOARDS

A. Bulletin Boards shall be made available by the Library at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Director of the Library, or his representative may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this Article.

ARTICLE XVII DEDUCTIONS FROM SALARY

A. The Library agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52: 14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Library written notice prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of the Library. The Union shall indemnify, defend and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library in reliance upon salary reduction authorization cards submitted by the Union to the Library or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

ARTICLE XVIII NO STRIKE AND NO LOCKOUT PLEDGE

A. During the term of this Agreement the Union agrees on behalf of itself and in so far as is legally possible, on behalf of its members, that there will be no strike of any kind and the Library agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Library. The Union agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any employee shall be deemed grounds for disciplinary action including termination of employment of such employee or employees subject, however, to the application of the Civil Service Law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Library in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

#### ARTICLE XIX NON-DISCRIMINATION

A. There shall be no discrimination by the Library or the Union against an employee on account of race, color, creed, sex or national origin.

B. 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 employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.



ARTICLE XX SEPARABILITY AND SAVINGS

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

ARTICLE XXI FULLY BARGAINED PROVISIONS

A. Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXII DURATION

This Agreement shall be in force and effect as of January 1, 1979 and shall be in effect to and including December 31, 1980. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other give notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and

seals on 29<sup>th</sup> day of October, 1980.

NEWARK PUBLIC LIBRARY

INTERNATIONAL UNION OF OPERATING ENGR  
ENGINEERS LOCAL 68

Josephine B. Janice  
President  
Howard Kelly  
Director

Vincent J. Green  
Business Manager  
Thomas J. ...  
President  
...  
Recording Secretary  
Joseph J. Farrell  
Business Representative

STATIONARY ENGINEERS  
LOCAL NO. 68  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
P.O. BOX 152 - FAIRFIELD FL.  
VARY CALDWELL, N. J. 07008

**APPENDIX "A"**

**Certification is for:**

**Cabinetmaker - 37½ hours**

**Chief Stationary Engineer (40) hours)**

**Maintenance Mechanic (40 hours)**

**Painter (35 hours)**

APPENDIX "B"

WAGES

<u>Classification</u>	<u>Effective Date</u>	<u>Amount</u>	
Chief Stationary Engr.	1/1/79	19,934 - <del>\$21,554.00</del>	TDA
	1/1/80	20,832 - <del>22,632.00</del>	
Maintenance Mechanic	1/1/79	18,104 - <del>\$19,543.00</del> <sup>4</sup>	TDA
	1/1/80	19,081 - <del>20,521.00</del>	