

Contract no. 1606

U N I O N C O N T R A C T

1990 - 91 - 92

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 14 1992

RUTGERS UNIVERSITY

E N G L E W O O D P U B L I C L I B R A R Y

31 ENGLE STREET

ENGLEWOOD, N.J. 07631

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ADDENDA

INTRODUCTION

It is hereby agreed and stipulated that the Public Library City of Englewood recognizes Local 29, R.W.D.S.U. AFL-CIO as the sole Collective Bargaining Agent for all the employees of the Library, excepting those excluded by PERC at the representation election held on May 12, 1977 (i.e., Director, Assistant Director, Administrative Assistant, Bookkeeper).

The Employer agrees to deduct the Union weekly dues and initiation from the pay of those employees who individually request in writing that such deductions be made by executing an authorization assignment form acceptable to the Board.

The amounts to be deducted shall be recertified to the Employer by an Officer of the Union, and the aggregate deductions of all employees shall be remitted to the Officer of the Union, together with a list of the names of all employees for whom the deductions were made, by the 10th day of the succeeding month after each deduction is made. It is understood that such authorization shall remain in effect for the term of this Agreement providing it does not contravene any law.

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The Union shall have an agency shop at the prescribed 85% as per statute.

ARTICLE I - WORKING CONDITIONS

1-1 Work Week and Work Hours

- a) The regular work week for full-time employees shall be 35 hours.
- b) The regular work week for part-time employees shall not be less than 18 hours nor greater than 35 hours.

1-2 Meals

Full-time employees and part-time employees working more than 5 hours on any single day shall receive one hour, without pay, for lunch or dinner.

1-3 Rest Periods

All employees shall be entitled to one 15 minute paid break for each 3-1/2 hour working period.

1-4 Overtime

- a) There shall be no overtime authorized except in cases of emergency, as determined by the Library Director.
- b) Overtime shall be paid in accordance with applicable law.
- c) Overtime for any hours or part thereof worked on Sundays and holidays shall be paid at a premium rate, to be determined by the Board of Trustees.

1-5 Hourly Employees

All hourly employees shall sign in when reporting for work and sign out when leaving work.

1-6 Pay Period

Effective January 1, 1985 the Library Staff will be paid on a bi-weekly basis.

ARTICLE II - RECRUITMENT AND APPOINTMENTS

2-1 Basis for Appointment

Appointments shall be based on educational and technical qualifications, personality, temperament, and ability,

as determined in an impartial manner by the Library Director.

2-2 Ban on Discrimination

There shall be no discrimination in the selection, recruitment and promotion of employees, by reason of age, marital status, national origin, politics, race, religion, sex or any other consideration which is unrelated to merit or to the qualifications necessary for the successful performance of the duties of the position in question.

2-3 Requirements for Professional Librarian

All professional librarians must either have a Professional Librarians Certificate from the State of New Jersey or be eligible for one and apply for the same within 30 days of appointment.

2-4 Probation

All new employees shall be on probation for a period of six months. During probation an employee may be discharged with one week's notice, at the discretion of the Library Director.

ARTICLE III - PROMOTIONS AND TERMINATIONS

3-1 Evaluation

All employees shall receive a minimum of one formal evaluation review by the Library Director while on initial probation and, thereafter, receive a minimum of one evaluation per year. All evaluations must be given to the employee in writing.

3-2 Promotions

- a) When possible, vacancies shall be filled by means of promotion, at the discretion of the Board of Trustees upon recommendation of the Library Director.
- b) Promotions shall be based on satisfactory performance, education and work habits, as determined by an impartial evaluation by the Library Director.

3-3 Job Posting

The Library will post for all new full-time positions

and promotions for 10 days. In the case of an emergency the position can be filled within five days.

3-4 Terminations

Except as otherwise provided, any employee may be discharged with one month's notice at the discretion of the Board of Trustees upon recommendation of the Library Director. Except in cases of financial retrenchment, termination must be preceded by an unsatisfactory evaluation.

3-5 Out-of-Classification Work

If a vacancy occurs for a period of 30 days or more, an employee/employees will be assigned by the Director to the higher classification. After 30 days an employee(s) will be assigned on a voluntary basis with an increase of 20% of their current salary. The assignment, once accepted, will be up to six months and/or until the position is filled. After six months the employee has the option of resigning or renegotiating.

ARTICLE IV - SALARIES AND CLASSIFICATIONS

4-1 Classifications

All staff members are accorded a job classification. The classifications plan and salary range, with minimum amounts, are set for each classification, as follows:

Jr. Library Assistant
Sr. Library Assistant
Principal Library Assistant
Library Trainee
Paraprofessional
Maintenance - Jr. Level
Maintenance - Sr. Level
Jr. Librarian
Sr. Librarian
Principal Librarian

4-3 Salary Increases

Salary increases are based on satisfactory service, with special consideration for outstanding performance and longevity, and are based on the classification and pay plan, as recommended by the Library Director and approved by the Board of Trustees.

- * January 1, 1990 - all salaries were increased 5-1/4% or a minimum of \$1,000 (for 1990 only) for full time employees, pro-rated for part-time employees.

January 1, 1991 - all salaries were increased 5-1/4%.

January 1, 1992 - all salaries were increased 5-1/4%.

- * "Currently employed" at the time of the signing of the Union contract for the respective year.

ARTICLE V - HOLIDAYS AND EMERGENCY CLOSINGS

5-1 Policy

Holidays as authorized by law or by local custom should be allowed as days off with pay or, if worked, should be compensated.

5-2 Description of Holidays

- a) The library is closed on the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	

- b) Christmas Eve and New Year's Eve will be one-half day holidays.

- c) When a legal holiday falls on a Sunday, the Library will be closed on the following Monday.

- d) In addition to these holidays mentioned above, each person may select two additional days to be designated as floating holidays. A floating holiday is to be taken with prior approval of the Director. (Example: Yom Kippur, Good Friday, etc.)

5-3 Payment or Compensation for Holidays

- a) Full-time employees shall receive full pay for all holidays on which they do not work, except that when a holiday falls on a scheduled day off, or during a vacation period, compensatory time is given.
- b) Part-time employees receive paid holidays proportional to the number of scheduled hours they work.

5-4 Emergency Closing

- a) Full-time employees shall be paid in full for the day
- b) Part-time employees shall be paid for the hours they were scheduled to work.

ARTICLE VI - VACATION REGULATIONS AND PERSONAL DAYS

6-1 Eligibility

- a) All full-time members of the staff shall be entitled to vacation based on the schedule provided in Section 6-2. Part-time employees shall receive vacation on a pro-rata basis.
- b) No vacation with pay may be taken that has not been accrued.

6-2 Schedule

- a)

<u>Years of Service</u>	<u>Length of Vacation</u>
One full year	12 days
Two to fifteen years, inclusive	22 days per year (accrued at 1-5/6 day per month)
Over fifteen years	25 days per year
- b) For periods of less than one year service, vacation is accrued at the rate of one day per month, no credit being given for partial months. No employee may take vacation during initial probationary period.

6-3 Vacation Allowance

An extra day of vacation is allowed for each paid holiday that falls on a work day.

6-4 Deferred Vacations

Vacations shall not be carried over to the following vacation year unless deferred at the request of the Director. When any vacation is so deferred, it is to be given precedence, in re-scheduling, for a definite period in the next year. Deferred vacations must be kept to an absolute minimum.

6-5 Termination of Employment

Regular members of the staff with at least one year's service, who submit resignations with at least one month's notice for professionals or two weeks notice for non-professionals, shall be entitled to earned vacation time.

6-6 Approval

Vacation schedules shall be approved by the Library Director.

6-7 Personal Days Off

- a) In addition to the regular holiday and vacation time, full-time employees shall be allowed three extra days per year to be used for personal business.
- b) Requests for personal days must be submitted reasonably in advance for the approval of the Library Director.
- c) Personal days shall not be added to sick leave or vacations, nor shall they be cumulative from one year to the next.

ARTICLE VII - SICK LEAVE AND EMERGENCY LEAVE

7-1 Sick Leave

- a) Sick leave means the absence of any employee because of illness, accident, exposure to contagious disease, medical or dental appointment, or attendance upon a sick member of his immediate family. (Immediate family means father, mother, spouse, child, sibling, or relative residing in the employee's household.) In the case of an absence exceeding five days the Director may request a doctor's statement.

- b) All full-time employees shall accrue sick leave at the rate of 1-1/4 days per month for a total of fifteen days each year. Part-time employees on a regular schedule receive sick leave proportionately pro-rated. Unused sick leave is accumulated from year to year to be used as needed.
- c) Granting of additional sick leave will be at the discretion of the Board of Trustees.
- d) Upon retirement, under provision of the Public Employee's Retirement System, an employee shall be entitled to receive payment for all accumulated sick leave not used at the time of retirement within the bounds of provision "f", below.
- e) An employee in good standing whose employment terminates after two years of service with the Library shall receive a lump sum payment equal to 1/2 the amount of his accumulated sick leave not used at the time of termination, provided he is not discharged for cause other than physical disability.
- f) After eight years he shall receive 75% of the amount of the accumulated unused sick leave, and upon such termination after twenty years, or upon termination because of physical disability, he shall receive 100% of his accumulated unused sick leave. However, a maximum of \$12,000 will be placed on terminal sick leave.

7-2 Emergency Leave

- a) In the event of a death in the immediate family (immediate family as described above) an emergency leave of up to three days with pay may be granted by the Library Director. Additional days may be granted from accumulated sick leave.
- b) In the event of a death in the non-immediate family an emergency leave up to two days may be granted from accumulated sick days.

ARTICLE VIII - HOSPITALIZATION, INSURANCE AND PENSION

8-1 Hospitalization

The city provides hospital and medical insurance coverage through the Traveller's Company for all full-time employees and part-time employees on a regular

schedule of at least 20 hours per week, and for their dependents to age 23. Library employees must be working in the Library for a period of three months to qualify for coverage. To transfer coverage, one month's notice must be given to the City. All employees are covered by the State of New Jersey Workmen's Compensation Law which provides for certain payments to employees in case of work-connected injury. Report all injuries immediately to the Library Director.

8-2 Insurance

All members are insured under the Public Employee's Retirement System's Non-Contributory Group Life Insurance Plan. Any employee under 60 years of age must participate in the System's Contributory Group Life Insurance Plan during the first year (12 months) of membership. Thereafter, he may cancel the contributory coverage if he desires. The current contribution rate for the coverage is .75% of salary. The amount of life insurance depends on three things: salary, age, and membership status. For active members insured under the Non-Contributory and Contributory plans the coverage is three times yearly salary.

8-3 Pension

- a) All permanent employees paid \$500 or more per annum, and paid in each quarter of the calendar year, automatically become members of the Public Employees Retirement System of New Jersey. The percentage of salary which you must contribute to the P.E.R.S. is determined by the system based on your age the time you join. Retirement benefits are based on the regular service retirement provisions.
- b) Members who leave employment prior to retirement are entitled to receive a refund of their pension contributions, with interest. However, no interest is payable on a return of contributions when a person has been a contributing member for less than three years.

8-4 Social Security

All employees are covered by Social Security

8-5 Prescription Drug Plan

The City provides a Prescription Drug Plan for all permanent full-time and permanent part-time (twenty + hours) employees, effective January 1, 1982.

8-6 Retirement

Upon retiring under the pension system before age 65 the City will pay for medical coverage for the employees and their spouses. At age 65 the City will no longer pay for employees and spouses under this provision.

ARTICLE IX - RESIGNATIONS AND LEAVES

9-1 Resignations

Professional members of the staff are expected to give at least one month written notice and all other employees two weeks written notice.

9-2 Leaves of Absence

- a) Leave without pay is granted at the discretion of the Board of Trustees for a period not exceeding six months and may be extended for an additional six months. Request for leave of absence without pay for health or personal reasons must be submitted in writing to the Library Director. All leaves, accompanied by the recommendations of the Library Director, must be submitted for approval to the Library Board.
- b) The Library Director would take the following factors into consideration:
 1. Length of time the employee has served the Library
 2. Benefits which would result for the Library
 3. Expectations of the employee to return to the Library.
- c) After an approved leave of absence, the employee may return to the Library at the same job classification with no loss of longevity, accrued sick leave or pension.

9-3 Maternity Leave (Non-Paid)

Maternity leave will be granted within an appropriate time period. Application for the non-paid maternity leave must be presented to the Director and the Board within sixty days of the requested date for the leave to be effective. Only one maternity leave will be granted during a twelve month period to the same employee. Maternity leave procedures will conform to the current laws. If there are any modifications or changes, this

clause will be brought into conformity with the changes or modifications.

9-4 Jury Duty

All employees of the Library absent because of jury duty shall be compensated for that portion which is less than full salary.

ARTICLE X -- PROFESSIONAL ENRICHMENT PROGRAM

10-1 Professional Organizations and Conferences

Staff are encouraged to belong to and participate in the activities of professional organizations at the local, state and national level. At the discretion of the Director and approved by the Board, the Library will pay one-half of the membership fee for one professional association to be selected by each staff member. Staff attendance at professional or allied conferences is encouraged. A fair rotation among staff attendance at conferences and meetings will be given to those who are members of the various library associations. Time off with pay may be allowed and full or partial expenses paid for related fees and expenses at the discretion of the Director.

10-2 Subscriptions - Professional Literature

All staff members at Library expense may select one professional periodical to be addressed to him or her at the Library.

10-3 Professional Incentive Program

- a) Staff members are encouraged to take courses that are job related and of value to the Library. Requests must be submitted in advance to the Library Director for prior approval by the Board. The Library will pay full tuition for successful completion.
- b) If a course is attended at the specific request of Director and approved by the Board the employee will receive full tuition and time off.
- c) The Library will pay 50% for tuition for courses deemed to be of value by the Board, recommended by the Director and approved by the Board, which lead to a degree in Librarianship in a matriculating graduate program.

10-4 In-Service Training

The Board of Trustees and the Director will, from time to time, organize an in-service training program to improve staff performance. This will include seminars, lectures and group discussions at no cost to the employees.

10-5 Professional Leave

- a) Leave for the professional staff may be granted by the Board of Trustees upon the recommendation of the Library Director, provided that:
 - 1. the leave will directly benefit his work at the Library;
 - 2. the staff member has been with the Library at least seven consecutive years;
 - 3. he agrees to continue working in the Library for at least one year upon completion of the leave.
- b) Leave will be one year at half pay or six months at full pay.

ARTICLE XI - PROFESSIONAL CONDUCT

11-1 Rules of Conduct

- a) The first duty of the Library staff is service to the public. Each person should be given friendly, courteous and prompt service. No matter what the request, it should be considered important.
- b) Staff members should show proper restraint and tact at all times. Difficult situations or people should be brought to the attention of the Director.
- c) The staff should always be alert and approachable. Patrons should not be made to feel that the staff is completely absorbed in work or conversation and thus too busy to help them.
- d) Telephone calls should be answered pleasantly and with identification.
- e) Whenever possible, calls of a personal nature should be made on the public telephone.
- f) Each member of the staff is a representative of the Library and discretion should be exercised in all public comments.

ARTICLE XII - GRIEVANCE PROCEDURE

SECTION I

Step 1

An employee having a grievance will present it, in writing, within five working days of occurrence, either by himself or with a Union Shop Committee representative, to the Department Head.

If the grievance is not satisfactorily adjusted within one full working day after presentation to the Department Head, the grievance shall be presented to the Library Director. Upon presentation, the Library Director shall meet within five working days, for discussion of the grievance with the employee, the chairperson of the Union Shop Committee, and the Department Head. Within five working days following the conclusion of said discussion, the Library Director shall either:

- a) adjust the grievance
- b) find the grievance unjustified

Step 2

If the result of Step 1 is not satisfactory to the employee and the Shop Committee the employee, through his Union Shop Committee, may proceed by filing a written grievance with the Personnel Committee of the Library Board of Trustees, by serving a copy thereof upon the Library Director, within five working days after the Library Director's determination made in accordance with Step 1. The chairperson of the Personnel Committee of the Board of Trustees and the employee, the chairperson of the Union Shop Committee, and a Union official shall meet within ten days after receipt of the written grievance. The chairperson of the Personnel Committee of the Library Board of Trustees shall have the right to have an advisor present. The Personnel Committee of the Library Board of Trustees shall present the facts of the case and its recommendations for action to the entire Board for a decision within ten working days.

Step 3

If the result of Step 2 is not satisfactory to the employee and the Union, the authorized representative of the Union may proceed to final and binding arbitration, before and pursuant to the Rules of the New Jersey Public Employees Relations Commission, by serving notice of its desire for final and

binding arbitration upon the Library Director, either personally or by certified mail, within ten working days after the termination of Step 3.

SECTION 2

The cost for the service of the arbitrator shall be borne equally by the City and the Union.

SECTION 3

Grievance by the Library

The Library or its authorized representative, if it wishes to present a grievance, shall present the same to the Union Shop Committee, either orally or in writing. Upon failure of adjustment it may proceed directly to final and binding arbitration by serving notice upon the Union by certified mail.

SECTION 4

Waiver of Grievance Right

The failure of the employee or his representative to proceed according to the three step procedure herein set forth within the time period therein prescribed shall be deemed to constitute a waiver by the employee of his rights to proceed further, either administratively, by arbitration, or judicially.

SECTION 5

Miscellaneous

Any time limits in this section may be extended by mutual agreement of the parties.

The Agreement between the ENGLEWOOD LIBRARY BOARD OF TRUSTEES and LOCAL 298 R.W.D.S.U. AFL-CIO shall commence on January 1, 1990 until December 31, 1992.

For the Union

For the Board

Dated January 31, 1991

JOB CLASSIFICATION SALARIES

<u>CLASSIFICATION</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
Jr. Library Assist.	\$ 18,338	\$ 19,300	\$ 20,313
Sr. Library Assist.	19,445	20,466	21,540
Princ. Library Assist.	20,646	21,730	22,871
Paraprofessional	20,822	21,915	23,066
Trainee	23,010	24,218	25,489
Jr. Maintenance	19,450	20,471	21,546
Sr. Maintenance	23,696	25,440	26,776
Jr. Librarian	25,198	26,521	27,913
Sr. Librarian	27,067	28,488	29,984
Princ. Librarian	29,034	30,558	32,162