

**AGREEMENT BETWEEN
PLAINFIELD PUBLIC LIBRARY
BOARD OF TRUSTEES
AND
UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE ASSOCIATION
TERM: 1993-94 through 1996-97**

This agreement is entered into this twenty-fourth day of January, 1994, by and between the Plainfield Public Library Board of Trustees (hereinafter referred to as the "Board" or the "Employer") and Union Council No. 8, New Jersey Civil Service Association (hereinafter referred to as the "Association" or the "Union").

Whereas, the Board has an obligation, pursuant to Chapter 123, Public Laws 1975, to negotiate with the Association as the recognized representative of the employees hereinafter designated with respect to the terms and conditions of employment, and

Whereas, all parties recognize their legal obligation to comply with the regulations of the Department of Personnel, as specified in New Jersey Administrative Code, 4A et seq. and New Jersey Statutes Annotated, 11A et seq., and

Whereas, the Employer and the Association have reached an agreement on the matters hereinafter set forth which they desire to confirm in the Agreement,

Now, therefore, in consideration of the mutual covenants, obligations, and conditions herein contained, the parties hereto agree to and with each other as follows:

**ARTICLE ONE
RECOGNITION**

Section One

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and the terms and conditions of employment for all personnel employed or to be employed by the Board, but excluding the Director, the Business Manager, and all Pages.

Section Two

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.

Section Three

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

**ARTICLE TWO
ASSOCIATION REPRESENTATIVES**

Section One

The Association shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Association representatives and/or shop steward(s) and such Association representatives and/or shop steward(s) shall not be discriminated against or suffer loss of pay or time due to their legitimate Association activities.

Section Two

It is the policy of the Library to afford its Association employees, individually or as a group, the right, if requested, to conduct legitimate Association activities in the Library during the hours of operation.

**ARTICLE THREE
HOLIDAYS**

All full-time *provisional and permanent* employees shall be entitled to the following paid holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King day
Columbus Day	Lincoln's Birthday
Veterans Day	Washington's Birthday
Election Day	Good Friday
Thanksgiving Day	Easter Sunday
Christmas Day	Memorial Day

When a paid holiday falls on a Saturday, it shall be observed on the preceding Friday or a floating day will be awarded. (Floating days are paid holidays to be taken at the employee's choosing with supervisor's approval within two weeks of said holiday)

When a paid holiday falls on a Sunday, it shall be observed on the following Monday or a floating day will be awarded, with the exception of Easter Sunday, which shall always be observed on Sunday.

When a paid holiday falls on a Monday, the library shall also close the preceding Sunday.

When a paid holiday falls on an employee's normal day off, then that employee is entitled to another day off: a floating day.

All employees shall be entitled to any other holidays declared by the resolution of the Board as a holiday for this Association.

The date of the observance of holidays may be changed by mutual written agreement of the Employer and Association.

ARTICLE FOUR GRIEVANCE PROCEDURES

Section One

A grievance is defined as a claimed violation, misapplication, or misinterpretation of the terms of this Agreement or a claimed violation, misapplication, or misinterpretation of any rules, regulations, policies, decision, or orders affecting an employee's wages, hours of work, or other terms and conditions of employment.

Aggrieved persons may consult with the shop steward(s) or other union officials during regularly scheduled working hours. The shop steward(s) may pursue investigation of a grievance as needed within regularly scheduled working hours. Aggrieved persons must not pursue the investigation of their grievance during normal working hours to the exclusion of their normal duties. Hearings or investigations by the administration or the Board may or may not take place during scheduled working hours, at the discretion of the administration or the Board.

It is the policy of the Library to afford its Association employees, individually or as a group, the right, if requested, to have an Association Representative and/or shop steward present in attempting to prevent or settle a grievance or represent the employee in a disciplinary meeting.

Section Two

The purpose of this article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end, the procedures to be used are as follows:

A.

An employee wishing to process his/her own grievance may do so provided:

- a) the employee provides the Association or shop steward(s) written notice of his or her intention to process the grievance within ten (10) days of this occurrence,
- b) the employee provides the Association or shop steward(s) copies of all documents in connection with the processing of the grievance, including but not limited to the written grievance furnished at each procedural step and the Employer's written response at each step and,
- c) no adjustment or settlement of the grievance is made inconsistent with the terms of this Agreement, applicable state or federal statute, or the regulations of the New Jersey Public Employment Relations Commission.

The Association, finding an adjustment or settlement inconsistent with the terms of this Agreement, may, at its sole discretion, intervene as a party in interest in the grievance procedure or seek other judicial relief as it deems appropriate to enjoin this adjustment or settlement.

B.

Grievances processed with Association and/or shop steward(s) involvement:

Step 1:

Prior to filing a written grievance, the employee shall first discuss it informally with his/her immediate supervisor either directly or through an Association representative or shop steward within ten (10) working days of the occurrence to be grieved or within ten (10) working days after the employee became aware of the occurrence. The time limits specified may be extended by mutual agreement in writing. In the event of the serious illness of a party in interest, another person may be designated as a replacement.

Step 2:

If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within ten (10) working days after the presentation of that grievance at Step 1, the grievant and shop steward will reduce the grievance or dispute to writing and submit it to the grievant's immediate supervisor with a copy to the Director. The supervisor shall have five (5) working days to respond to the grievance in writing to the aggrieved or and Association representative.

Step 3:

If the aggrieved party is not satisfied with the response received at Step 2 or if no decision was received within the time period allowed, the aggrieved may present the written grievance to the Director. The Director shall investigate as needed and report in writing to the aggrieved person within ten (10) working days.

Step 4:

If the grievance alleges violations of policies, administrative decisions, or agency rules and regulations, then the Board will be the final step in the grievance procedure. A written statement of the grievance with specific charges and desired remedies must be submitted to the Director for distribution to the Board at least ten working days prior to a regularly scheduled meeting of the Board. The Board or the Board's authorized and empowered personnel Committee will study the grievance and hold a hearing at the earliest regularly scheduled meeting or a special meeting called thereafter. The grievant may be accompanied by as many as three Association representative(s), council, or shop steward(s). No decision shall be issued by the Board or its authorized Personnel Committee prior to holding such a meeting, where requested. A decision may be rendered at this meeting or postponed until the next scheduled meeting.

Step 5:

Arbitration

Grievances which may be arbitrated are those based upon the allegation that there has been a violation of the express terms of the locally negotiated Agreement. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.

Within ten calendar days of the Board's decision, or inaction following the second Board meeting discussed earlier, the aggrieved person, the Employer or the Association may apply to the Public Employment Relations Commission for arbitration. The arbitrator

shall be selected according to the rules of the American Arbitration Association. The costs for the services of the Arbitrator shall be borne equally by the Employer and the Association, or by the employee if the Association does not pursue the grievance to arbitration. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Before the arbitrator is selected, the Board and the Association will state their positions on the authority of the arbitrator. If both parties agree, the decision of the arbitrator will be binding on all parties in interest. If either the Board or the Association declines to grant binding authority to the arbitrator, then arbitration shall be advisory only.

The decision of the Arbitrator shall be in writing, shall include the reasons for such decision, and shall be submitted to the Board and to the Association.

The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The Arbitrator shall not have the authority to modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. Only one grievance at a time may be submitted for consideration to any individual Arbitrator.

ARTICLE FIVE BEREAVEMENT LEAVE

Section One

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death of a parent, spouse, sibling, or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death of the employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law or the employee's or his or her spouse's grandparents, grandchildren, aunts, uncles, or any other member of the employee's immediate household who have continuously resided with the employee for at least one year prior to the date of death.

Section Two

Said days will be taken within five (5) calendar days of the date of death, funeral, or memorial service.

Section Three

Said days will be taken on separate days or consecutively, and the employee will, whenever possible, give notice for each bereavement day to be taken to the Library Director or her designee one day prior.

Section Four

It is understood and agreed by the parties that bereavement leave is separate and distinct from other leave time.

Section Five

If an employee is on vacation or sick leave and a death occurs that is covered under Section One, vacation or sick leave will terminate and bereavement leave will apply.

Section Six

All full-time employees may receive up to one (1) paid working day leave (but not more than three (3) days in any calendar year) in the event of the death of a relative not described in Section One, or in the event of the death of a person who had an unusually close relationship with the employee. This leave is subject to the approval of the Library Director, which approval will not be unreasonably withheld. The Library Director may request the recommendation of the employee's department head before considering this request for bereavement leave. The denial of this additional bereavement leave will not be grievable or arbitrable.

Section Seven

The Library Director or her designee may require reasonable verification of the death.

Section Eight

The Library Director, at her discretion, may allow the use of sick or vacation time to extend absences due to death in the family.

**ARTICLE SEVEN
EMERGENCY CLOSING**

Section One

When a sudden or unexpected occurrence either by a natural or mechanical incident (inclement weather or emergency conditions) has created an unsafe environment for operations in all or part of the Library, full-time employees who are scheduled to work will receive their regular compensation for any hours they are not permitted to work.

Section Two

The final authority in determining justification for closing the Library rests with the Director. A decision to close all or part of the library should be made within one hour of the incident causing the emergency. In his/her absence or the absence of her designee, this decision will be made by the most senior librarian in consultation with the President of the Board of Trustees.

Section Three

Employees who are required to work at the closed work site shall be entitled to pay at the rate of time and one half (1.5) or compensatory time at double-time (2) rates.

**ARTICLE EIGHT
MEALS AND BREAKS**

Section One

Employees scheduled to work seven and one half (7.5) consecutive hours in one day shall receive an unpaid meal break.

Employees scheduled to work more than seven and one half (7.5) consecutive hours in one day in order to close the Library at nine (9) P.M. shall receive a paid one hour meal break.

Employees scheduled to work less than six (six) consecutive hours in one day shall not receive a meal break.

The supervisor may not require an employee to work during a meal break.

Section Two

There shall be a fifteen (15) minute break for every three and three-quarters (3.75) hours worked. Rest breaks shall not be taken consecutively or at the beginning or end of a meal break. Rest Breaks shall not be taken at the end of the day for the purpose of leaving early. The employee will be paid for the break period. Breaks will be taken at times that do not interfere with the demands of public service.

ARTICLE NINE PERSONAL LEAVE

Section One

Full-time provisional and permanent employees shall receive three (3) days of paid personal leave each fiscal year. Personal leave is for any personal reason and this leave may be fractured in half days, taken on separate days, or taken consecutively.

Employees should request personal leave one week in advance in writing to their department head or the Director. In the event of an emergency this prior notice may be waived.

Section Two

Personal leave shall not be used to extend vacations or holidays except at the discretion of the Director.

Section Three

Personal leave does not accrue from one year to the next.

ARTICLE TEN RIGHT TO ACCESS TO PERSONNEL FILES

Section One

Only one (1) official personnel file shall be maintained by the Library for each employee. All employees shall have the right to review, but not alter or remove, the contents of their personnel file upon making an appointment with the Administrative Office during normal business hours.

Employees can receive a copy of any requested item from their personnel file within two (2) working days.

Section Two

No material concerning an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to read the material. The employee may acknowledge, by signature, that she/he has read such material. Such signature does not indicate agreement with the contents. Any employee, within thirty (30) calendar days of receiving any material being placed in their personnel file, will have the right to answer any material filed, and such answer will be attached to the file copy.

ARTICLE ELEVEN SICK LEAVE

Section One

One hundred twelve and one-half (112.5) hours of sick leave with pay are earned by full-time provisional and permanent employees for each full fiscal year employed. Nine and three-eighths (9.375) hours will be credited each month with unused sick hours accumulating from year to year. Every full sick day taken will be counted as seven and one half (7.5) hours. Sick days can be fractured. Part-time provisional and permanent employees who are regularly scheduled for twenty hours or more per week are eligible for sick leave on a pro rated basis. New staff members earn seven and one-half (7.5) hours of sick leave with pay during their three month probationary period. Sick leave credits continue to accrue while an employee is absent on vacation leave or on sick leave with pay.

Section Two

Notice of illness must be given to the library within three hours of the staff member's expected appearance for work. The administration may require the submission of a doctor's certification or proof of illness in accordance with New Jersey Civil Service regulations. Failure to submit such evidence when requested may be deemed abuse of sick leave.

Section Three

Sick leave may be used for:

- any physical, mental, or occupational disability which incapacitates the employee for work due to illness, injury, or exposure to contagious disease.
- personal medical, dental, or vision treatments including time required for travel and appointments.
- acute or chronic illness or injury in the employee's immediate family (parent, sibling, spouse or child).
- extension of bereavement leave at the discretion of the Director.

Section Four

Upon retirement unused sick leave will be paid at the rate of one (1) hour of pay for each three (3) hours of accrued sick leave. Upon separation in good standing unused sick leave will be paid at the rate on one (1) hour of pay for each four (4) hours of sick leave. For all years up to and including 1983, salary rates for 1983 will be applied to sick hours. For all years after and including 1984, the salary rate for each year will apply.

ARTICLE TWELVE VACATION LEAVE

Section One

Full-time permanent and provisional employees shall receive twenty (20) paid vacation days each fiscal year with the exception of the maintenance department below the rank of senior building maintenance worker who shall receive vacation allowance according to the following schedule: 1-10 years, 12 work days; 10-20 years, 15 work days; 20 years or more, 20 work days.

With the exception of the maintenance department, full time permanent and provisional employees shall be credited with twelve and one-half (12.5) hours of vacation leave each month with unused vacation leave accumulating from year to year.

Section Two

Part-time provisional and permanent employees who are regularly scheduled for twenty (20) hours or more per week shall receive two (2) weeks of paid vacation leave on a pro rated basis according to the average hours worked per week.

Section Three

Employees shall request vacation leave in writing to their immediate supervisor, providing prior notice of not less than five (5) working days. Requests that do not interfere with the efficient operation of the department shall not be denied. A maximum of 30 days (225 hours) maximum vacation leave may be carried over from one year to the next.

Section Four

Unless the need and circumstances of a request are very unusual in the opinion of the Director, no vacation shall be allowed during the first three months, or probationary period, of employment.

Section Five

Upon retirement or separation in good standing unused vacation leave shall be paid at the rate of one (1) hour of pay for each hour of accrued vacation leave or that employee shall be permitted to use all accrued annual vacation leave prior to the last day of employment.

**ARTICLE THIRTEEN
JURY DUTY**

Section One

An employee who is required to serve on jury duty shall be paid at the regular rate of pay without deduction for jury fees received from the court during such time which coincided with scheduled work hours.

Section Two

An employee shall submit a form from the Jury Clerk indicating the time served on jury duty.

**ARTICLE FOURTEEN
MEDICAL BENEFITS**

Section One

The employer will make available to all permanent and provisional employees all benefits as contracted for by the city of Plainfield.

Section Two

The Employer shall offer enrollment in the dental plan to all full-time provisional and permanent employees, and said employee's eligible family members, for coverage under the Delta Dental Plan of New Jersey, Inc.

**ARTICLE FIFTEEN
LEAVE WITHOUT PAY**

Section One

Leave without pay may be granted to full-time and part time employees. To be eligible for a leave without pay, all other appropriate leaves affording an employee the right to be absent from work with pay under this Agreement must usually be exhausted, e.g., sick leave must be exhausted before requesting a leave of absence for medical reasons and annual leave must be exhausted before requesting a leave of absence for any reason.

Section Two

Written requests for leave without pay must be initiated by the employee, and may be taken if favorably endorsed by the Department Head and approved by the Library Director or her designee. Denial by the Library Director of a request may proceed through the grievance and arbitration procedure. Such leave, except for military leave without pay, or family leave, shall not be approved for a period longer than six (6) months at a time.

Section Three

The Library shall not be required to hold a position for an employee on an approved leave of absence and it may be necessary to assign the employee to a different position upon return, within the terms of the Family Leave Act.

**ARTICLE SIXTEEN
WORK INCURRED INJURY LEAVE**

Section One

Time lost due to work related injury or illness shall not be chargeable to sick leave. Upon written application, the Employer shall grant a leave of absence with pay to any employee disabled by injury or illness as a result of or arising from his or her employment. The Employer shall continue to compensate the injured employee his or her full pay until the employee is able to return to work, but such leave with full pay shall not exceed one (1) year. The forgoing provision shall in no way affect or limit whatever rights the Employer has to seek involuntary permanent retirement prior to the end of one (1) year for the employee whose injury or illness renders him or her unable to return to work.

Section Two

Any employee on injury leave shall promptly pay to the Employer all temporary disability payments received pursuant to the Worker's Compensation statutes of New Jersey.

Section Three

In the event the Employer denies injury leave to an employee, the denial is subject to the Grievance and Arbitration procedures and the employee may elect to use any accumulated sick leave, personal leave, vacation leave, or any other leave until he or she is able to return to employment.

Section Four

In the event the employee is denied injury leave, he or she may thereafter apply to the Employer for leave without pay pursuant to Article Fifteen.

Section Five

Employees who are injured, however slightly or severely, while working, shall make a written report available to the Director or her designee within four (4) working days.

Section Six

The employee, upon request of the Library Director or her designee, shall submit periodic status reports of his or her medical condition. All reports requested by the Employer which have not already been obtained by the employee shall be paid by the Employer. The Employer at its sole discretion may require the employee to submit such costs for such medical reports to his insurance provider.

Section Seven

Any employee who, while receiving benefits under this Article, engages in outside employment without the prior written permission of the Library Director or her designee, shall be subject to discipline up to and including discharge. Such permission shall not be unreasonably withheld.

Section eight

All other provisions of this article notwithstanding, benefits under this article shall not supersede, supplant, expand, abrogate or otherwise alter or be in non-compliance with any provisions of NJSA title 34 et seq., Labor & Workman's Compensation

**ARTICLE SEVENTEEN
LAYOFFS AND RECALLS**

Section One

In the unfortunate circumstance that layoffs are required, the layoffs shall be made in accordance with the layoff provisions of the New Jersey Administrative Code, Title 4A et Seq.. regulations regarding layoffs and re-employment.

**ARTICLE EIGHTEEN
ASSOCIATION MEMBERSHIP REIMBURSEMENT**

Section One

All full-time employees will be reimbursed for membership dues or fees in a second library-related association or association branch or round table group. Library-related shall mean an association with the truncation "Librar?" in its title.

Section Two

The employee may present canceled checks or confirmations of membership enrollment in two organizations and receive, within twenty-five (25) days, reimbursement for the lesser of the two memberships. Enrollment in other associations will be at the employee's sole expense.

ARTICLE NINETEEN HOURS OF WORK, SALARIES, AND MEETINGS

Section One

Full-time provisional and permanent employees will work thirty-seven (37) hours each week as a maximum. Full-time employees in public service departments (i.e., Circulation, Children's, and Reference) shall not be required to work more than 25 hours at any public service desk in a normal work week. For the purposes of this Article the work week is defined as Monday 12:01 AM through Sunday midnight. Overtime hours may be accumulated and substituted for normal work hours on a one-to-one basis. Sunday hours will be compensated by the employee's choice between double-time in hours or time-and-a-half in cash (i.e., four (4) hours of work on a Sunday may be taken as four (4) hours at time-and-a-half in addition to one's regular salary rate to appear in the next paycheck or as eight (8) hours counted toward one's regular thirty-seven (37) hour week). This choice of compensation for Sunday hours can be made or changed quarterly. Maintenance employees will work forty (40) hours as a maximum. Maintenance overtime can be taken on a one-to-one basis or compensated for at time-and-a-half cash. Paid compensation for Sundays and holidays will be at two (2) times the normal compensation rate.

Section Two

Payment will be made at two-week intervals throughout the year unless the City of Plainfield policy should change. Whenever possible, payments will occur on Thursday.

Section Three

This Agreement shall have as an appendix the salary guide for the fiscal year 1993-94 and all subsequent adjustments to this salary guide. Salary grade assignments are as follows:

- library assistant entry: grade 4
- senior library assistant: grade 7
- principle library assistant: grade 9
- maintenance entry: grade 9
- senior maintenance: grade 11
- senior account clerk: grade 12
- supervising library assistant: 13
- librarian, (Reference, Children's or Technical Services) entry: grade 15
- senior librarian: grade 17
- principle librarian: grade 19

Section Four

Full-time employees in public service departments (i.e., circulation, children's, and reference) shall not be required to work more than twenty-five (25) hours at any public service desk in a normal work week. In order to attempt to maintain the highest levels of service, every attempt will be made to hire part time personnel to adequately staff evening and weekend hours. Any week which contains a holiday and/or emergency closing shall have the public service hours prorated on the basis of five hours per day, and any full-time employee in the affected departments who takes a vacation, sick, or personal day shall have his or her public service hours so prorated.

Section Five

Four meetings each year will be held at quarterly intervals between the director and members of the Association during regularly scheduled working hours when the building is closed to the public. Attendance is required in order to earn working credit. The Director shall be the chairperson for all such meetings.

**ARTICLE TWENTY
PROMOTIONS**

Section One

Any employee promoted may receive as his or her new annual salary (a) a five (5) percent increase over his or her existing annual base salary, or (b) the minimum of the salary range for the new position. A promotion shall be defined as follows: an advancement in job classification having new duties of greater difficulty or responsibility; or advancement in a new job classification having a salary range with a greater maximum than the prior job classification.

Section Two

All vacancies and job titles covered under this Agreement and all temporary work assignments shall be filled in accordance with the New Jersey Administrative code, title 4A et. seq.

**ARTICLE TWENTY-ONE
LONGEVITY**

Section One

Any full-time employee who was a full-time employee on or before July 1, 1976 is eligible to receive his or her first longevity payment after eight (8) years of service. Any full-time employee employed after July 1, 1976 will receive his or her first longevity payment after ten (10) years of service.

Section Two

The Library shall pay longevity to all employees having completed the following years service in the following amounts:

8 or 10 years (see above)	\$ 500
15 years service	\$ 1000
20 years service	\$ 1300
25 years service	\$ 1500.

Section Three

Longevity pay shall be paid for the full fiscal year only and shall be paid to such employees who will qualify for longevity pay through years of service.

**ARTICLE TWENTY-TWO
FAMILY LEAVE**

Section One

Family leave of up to sixty (60) days will be granted the employee for him/herself, to parents for the birth or adoption of a child, or to any employee for the care of an ill or injured immediate family member. During this unpaid leave employees will retain their health insurance and benefits and upon return these employees will be reinstated to their former, or an equivalent, position. All other provisions of this article shall be in compliance with the Family & Medical Leave Act of 1993, P.L. 103-3, and the Family Leave Act, NJSA 34:11B et seq.

**ARTICLE TWENTY-THREE
EMPLOYEE EXPENSES AND TUITION
REIMBURSEMENT**

Section One

Authorized expenses incurred by an employee on the Employer's behalf shall be reimbursed by the Employer within forty (40) days after the Employer's receipt of the appropriate form and receipts for the expenses.

These expenses include:

- a) Mileage for automobile expenses, at the rate set by the city of Plainfield at the time the expense was incurred.
- b) any related roadway/railway/air tolls or fees or lodging costs for which a receipt is obtained

Section Two

A fund of \$2000 shall be available at the beginning of each fiscal year for tuition reimbursement. The fund so established shall never exceed \$2000 and all payments from the fund shall be subject to the following restrictions and procedures.

- A) The courses qualifying for reimbursement must be directly related to a library purpose. The Library Director or her designee shall be the sole judge of relevance and her decision may not be the subject of a grievance. In the interest of fairness in allocating such funds, official recommendations of the Association regarding maximum amounts to be received by any one person will receive careful consideration.
- B) Courses must be taken for credit and reimbursement will be 100% for an A and 75% for a B. Lower grades are not eligible for reimbursement.
- C) The recipient agrees to continue his or her employment relationship with the Library of one (1) year following the completion of a course, or return a pro-rated amount of payments

received to the Library. The beginning of the one year period will be considered to be the starting date of the course for which application is made.

D) The recipient agrees to certify that no other source of financial aid is being received, e.g., the G.I. Bill or scholarships. He or she agrees to sign a release allowing the college or university to verify that this is the case.

E) All full-time provisional or permanent employees are eligible for tuition reimbursement.

F) The Board's obligation shall be limited to \$2,000 during any twelve-month period, and unused funds will not carry over to the following year.

ARTICLE TWENTY-FOUR SAFETY

Section One

The Employer agrees to actively promote and maintain the safety and adequacy of all working areas, equipment, and such tools as are provided for employee use, and the Employer shall provide all necessary safety equipment.

Section Two

Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.

Section Three

It is understood that employees will report all safety hazards and defects to their immediate supervisors. If a supervisor agrees that a hazard or defect exists, this supervisor will report the hazard or defect to the maintenance department and the Director.

ARTICLE TWENTY-FIVE TEMPORARY WORK ASSIGNMENTS

Section One

Any employee appointed to fill a vacancy out of title in a temporary capacity shall be notified in writing of the date of the assignment, the assignment's estimated duration, and the rate of pay for the position. This notification shall make clear that it is a temporary work assignment. The Library will attempt to limit the temporary work assignment to one hundred and twenty (120) calendar days unless it has been impossible to fill the vacancy through ordinary procedures during that period.

Section Two

At the end of the temporary work assignment the employee shall be returned to the former position at not less than the former base annual pay scale.

ARTICLE TWENTY-SIX PROBATIONARY EMPLOYEES

Section One

Probation is a period of three (3) months during which an employee learns the duties and responsibilities of a position. During this period the Department Head or Director evaluates the employee's work performance and conduct to determine whether the employee merits permanent status.

Section Two

If the employee's performance is unsatisfactory during the probationary period the Director may terminate the employee, or in the case of promotion, revert the employee back to the former position, or extend the probationary period.

Section Three

Upon the successful completion of the probationary period new employees will be entitled to all of the fringe benefits as a permanent or provisional employee. His/her anniversary date will be as of the date of the original appointment, giving service credit for time served during the probationary period.

**Article Twenty Seven
Duration of Agreement**

This agreement shall take effect when signed and properly ratified by both the Association and the Board, and shall cover the fiscal years of 1993-94 through 1996-97. Copies of the duly approved agreement shall be provided to each provisional and permanent employee.

Negotiations shall be opened no later than March of 1994 for the purpose of salary negotiations only. This does not preclude a reopening of negotiations under any other provision allowed for in this contract.

In witness whereof the parties have hereto caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Marlene Grant, President

Date

Anne Louise Davis

Date