

AGREEMENT

Between

THE FREE PUBLIC LIBRARY OF WOODBRIDGE
WOODBRIDGE, NEW JERSEY

and

TEAMSTERS LOCAL UNION NO. 469

January 1, 2005 through December 31, 2007

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	RECOGNITION 1
ARTICLE 2	GRIEVANCE PROCEDURE 1
ARTICLE 3	DISCIPLINE 3
ARTICLE 4	HOURS OF WORK..... 3
ARTICLE 5	NONDISCRIMINATION 5
ARTICLE 6	SENIORITY 6
ARTICLE 7	POSTING 6
ARTICLE 8	REASSIGNMENTS 6
ARTICLE 9	HOLIDAYS 7
ARTICLE 10	VACATIONS..... 8
ARTICLE 11	LEAVE OF ABSENCE 9
ARTICLE 12	PERSONAL LEAVE..... 10
ARTICLE 13	MANAGEMENT RIGHTS 11
ARTICLE 14	NO STRIKE 11
ARTICLE 15	WORK RULES 11
ARTICLE 16	UNION SECURITY 12
ARTICLE 17	UNION STEWARDS AND UNION REPRESENTATION..... 13
ARTICLE 18	WAGES..... 14
ARTICLE 19	PERSONNEL FILES 18
ARTICLE 20	GENERAL PROVISIONS 18

ARTICLE 21 MISCELLANEOUS 19

ARTICLE 22 DURATION..... 20

APPENDIX A..... 21

APPENDIX B..... 22

APPENDIX C..... 23

ARTICLE 1

RECOGNITION

- A. The library recognizes Teamster Local Union No. 469, an affiliate of the International Brotherhood of Teamsters, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in only the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding however, all other employees, the Director, Assistant Library Director, Security Guards, pages, confidential employees and others.

- B. The title "employee" shall be defined to include the plural as well as the singular and to include males as well as females.

ARTICLE 2

GRIEVANCE PROCEDURE

- A. Definition
 - 1. The term "grievance" shall mean any complaint by an employee that there has been a violation of this Agreement or any alleged misinterpretation or unfair application of board policy or a complaint by the Union that there has been a violation of this Agreement.

- B. Purpose
 - 1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise from time to time affecting employees.
 - 2. Nothing contained herein shall be construed to prevent an employee from processing his/her own grievance.

- C. Procedure
 - 1. An aggrieved employee shall institute action under this procedure within ten (10) calendar days of the event giving rise to the grievance or within ten (10) calendar days of when the employee reasonably should have known of the event. Failure to act within said (10) calendar day period shall be deemed to constitute a waiver of the grievance.

2. The aggrieved employee, with or without a steward present at the employee's option, shall discuss the matter first with his/her immediate supervisor in an attempt to resolve it informally. A decision shall be made within four (4) calendar days by such immediate supervisor.
3. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the next level of supervision within seven (7) working days of the decision in paragraph 2 above. If requested, the appropriate level of supervisor shall meet with the grievant who may be accompanied by the Shop Steward and/or Union Representative. The appropriate level of supervisor shall render his/her decision in writing within ten (10) calendar days of receipt by him/her of the grievance or of the grievance meeting, whichever shall come later.
4. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the Library Director or his/her designee within seven (7) working days of the decision in paragraph 3 above. If requested, the Library Director or his/her designee shall meet with the grievant who may be accompanied by the Shop Steward or his/her designee. The Library Director or his/her designee shall render his/her decision in writing within ten (10) calendar days of receipt by him/her of the grievance or of the grievance meeting, whichever shall come later.
5. If the grievance is not satisfactorily resolved in the above step, the decision of the Library Director or his/her designee may be appealed in writing to the Board of Trustees within seven (7) working days of receipt of such decision. The Board, or a Committee thereof, if requested, will meet within forty-five (45) days of the receipt of the grievance. If the Board, or a committee, does not meet within the forty-five (45) calendar day period, the Union may proceed to the next step of the grievance process.
6. Only a grievance specifying a violation or misinterpretation of this Agreement may be appealed to arbitration. If the grievance is not satisfactorily resolved through steps one through five above, the Employer or Union may pursue the grievance to binding arbitration to the extent provided by law. The grievance will be submitted to PERC and be processed under the rules of the Commission within ten (10) calendar days of receipt of the decision of the Board of Trustees with concurrent notice to the Board.
7. The arbitrator shall limit himself/herself to the interpretation of the Agreement, to the issues submitted to him/her, and shall not add to, nor subtract anything from, the Agreement between the parties. The decision of the arbitrator shall be final and binding upon the parties and the employee.
8. The costs for the service of the arbitrator shall be borne equally by the Union and the Library. Any other expenses incurred shall be paid by the party incurring same.

9. Failure by the aggrieved employee or the Union to observe the time limits of this grievance procedure shall constitute a waiver of further processing of the grievance.
10. In the event any party representing the Library does not answer the grievance within the time limits set forth herein, the Union may immediately take the grievance to the next step.

ARTICLE 3

DISCIPLINE

- A. An employee may be suspended, disciplined, or discharged only for just cause.
 1. In the event of a suspension of six (6) days or more or in the event of a termination, the employee shall be entitled to notice and hearing. At any such disciplinary hearing, the employee may be represented by the Shop Steward, Union Representative or designee.
 2. In the case of a suspension of five (5) days or less, or a lesser disciplinary action, the employee may grieve the action through the grievance procedure as set forth herein to the extent permitted by law.
- B. The Union may elect to appeal the matter to arbitration provided that such an appeal is joined in by the employee in writing.

ARTICLE 4

HOURS OF WORK

- A.
 1. The regular workday for full-time employees shall consist of eight (8) consecutive hours of work, including a one-hour lunch period.
 2.
 - (a) Unless and until changed by the Director, the Maintenance Supervisor's shift shall be Monday through Friday and shall normally be scheduled 7:00 a.m. to 3:00 p.m.
 - (b) Part-time employees shall be scheduled at the discretion of the Director.
- B. So far as practicable, an employee's workday shall not be changed without reasonable notice.

- C. The regular work week shall consist of not more than forty (40) hours, including lunch periods.
- D. **Employees shall be granted a total of two (2) fifteen (15) minute breaks per day as coffee breaks, but employees may not use the two breaks continually, i.e. one (1) thirty (30) minute break. Employees who are scheduled to work until 9:00 p.m. may take both breaks consecutively provided they are completed before the commencement of the evening work shift.**
- E. Each employee shall be granted one (1) hour per day for lunch. If the lunch hour of any employee is interrupted, for ten (10) minutes or more by reason of library duties, such lost time shall be returned to the employee as time and a half compensatory time to be taken only at a time approved by the proper supervisor.
- F. In the event of inclement weather, every effort to report to work will be made on the part of staff members unless otherwise officially notified. If the Library is closed due to inclement weather and the library phone system is not working and the employee is not notified of the closing by other means and reports to work he/she shall receive compensatory time for all time worked, with a minimum of two (2) hours compensation in time or money.

In the event the Library officially has a late opening or an early closing, employees scheduled to work and who report at the delayed opening time or leave at the early closing time shall suffer no loss of pay.

- G. **If an employee is required to stay ten (10) minutes past closing with an unattended child(ren), he/she shall be guaranteed one (1) hour payment at time and one half (1 ½).** If an employee is recalled to work after leaving his/her post of employment or on his/her days off, he/she shall be guaranteed two (2) hours payment at time and one half.
- H. The Fair Labor Standards Act (FLSA) exempts employees who are engaged in executive, administrative, and professional activities from entitlement to overtime pay. Exempt/non-exempt status of employees will be determined by the Library Director in accordance with Fair Labor Standards Act definitions. Overtime at Woodbridge Library is defined as authorized work in excess of the regular work week which consists of forty (40) hours, including lunch periods. Exempt employees are expected to dedicate the appropriate time and effort to properly discharge the duties of their positions without regard to close monitoring of hours worked, including the expenditure of additional hours which may be required from time to time. In the event that an exempt employee must work a shift or part of a shift in addition to his/her regularly scheduled workday because of public service requirements, the employee may elect to paid or to be compensated in compensatory time at the rate of time and one-half or at the rate of double-time if the employees worked a Sunday or holiday.

The exception to the above policy is the Maintenance Supervisor. The Maintenance Supervisor will be compensated for emergency overtime work in the same manner as the remainder of the maintenance staff.

- I. Except for emergency snow removal, overtime shall be one and one-half (1-1/2) times the base hourly rate after forty (40) hours per week including lunch times or after the regular workday, except as necessitated by summer hours scheduled and shall be paid in money or compensatory time at the election of the employee. All hours worked on a Sunday and Holidays will be paid at double the hourly rate.
- J. Overtime for snow removal shall be paid at double time the salary of the maintenance employee. In the event that the employee works for three (3) or more hours immediately before the employee's regular work shift and work continues through the regular work shift, or if the employee works three (3) or more hours immediately after the regular shift, the employee shall remain on premium time through their regular shift. In the event that the maintenance employee on the night shift works more than 17 hours in any given 48 hour period, that employee shall be compensated double time for one (1) seven (7) hour shift and double time for all overtime in that period. If the employees are called in for snow removal on Sunday or Holidays, reimbursement shall be made at double time the regular salary for the first seven (7) hour shift. After the first seven (7) hour shift, the employee shall be paid triple time regular salary. Sunday overtime shall not apply for any maintenance employee working a Sunday shift, during the hours of that shift.
- K. Prior to the formation of the overtime rotation schedule all holiday overtime will be divided fairly and equitably among all those in the job classification.

An employee will not be required to work the Saturday or Sunday immediately preceding or following a vacation.

ARTICLE 5

NONDISCRIMINATION

The Library and the Union agree to comply with all state and federal discrimination laws. There will be no discrimination or favoritism exercised by either for reasons of Union membership or lack of Union membership, participation in or lack of participation in legal Union activities.

ARTICLE 6

SENIORITY

In the event of a layoff, permanent employees shall be recalled in accordance with Department of Personnel regulations and notification to such recalled employees shall be by certified mail to the employee's last listed address.

ARTICLE 7

POSTING

- A. Notice of all vacancies shall be posted on employee bulletin boards, with a copy provided to the Union President. Newly created positions, vacancies, or promotional jobs are to be posted in the following manner: classification, location, rate of pay, hours of work, person to contact.
- B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications prior to publication of the names of the successful applicant.

ARTICLE 8

REASSIGNMENTS

- A. In filling job vacancies, the Library Director will give consideration to an employee's written request for reassignment provided such request is in the best interests of the Library.
- B. In considering such requests for reassignment by two or more employees, seniority shall be the determining factor provided ability to perform the duties of the job is equal. Decisions with respect to filling job vacancies shall be determined by the Library at its sole discretion.
- C. Decisions made by the Library Director concerning involuntary reassignments, filling of vacancies, and requests for reassignments may be grieved up to and including the level of the Board but shall not be arbitrable.

ARTICLE 9

HOLIDAYS

- A. 1. Each employee hired before January 1, 1996 shall be entitled to fourteen (14) paid Holidays per year, with the Library having the sole right to designate Holidays. Usually, such fourteen (14) paid Holidays shall be as follows:

New Year's Day
Martin Luther King's Birthday (the 3rd Monday in January)
Lincoln's Birthday
Washington's Birthday (the 3rd Monday in February)
Good Friday
Memorial Day (the last Monday in May)
Independence Day
Labor Day
Columbus Day (the 2nd Monday in October)
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

2. Employees hired on or after January 1, 1996 are not entitled to their birthday as a holiday, but are entitled to the other thirteen (13) Holidays. **Employees hired after January 1, 1996 and before January 1, 1999 shall be permitted to take their birthday as a holiday.**
- B. It shall be at the sole discretion of the Library to determine if the Main Library and/or any branch Library are to be open any portion of a paid holiday. In the event it is so determined, the Library shall designate a crew and such crew shall receive at least two (2) hours of overtime for each hour such employee works on that day.
- C. If Labor Day, Memorial Day or Independence Day falls on a Friday, Saturday, Sunday or Monday, the Library will close on Saturday giving employees a three (3) day weekend at no loss of pay.
- D. 1. The Library shall close at 1:00 P.M. the day before Christmas and the day before New Year's Day. If Christmas or New Year's Day should fall on Monday, the Library shall close at 9:00 p.m. [5:00 p.m. at current hours] the preceding Friday and remain closed until the following Tuesday, and the employees shall suffer no loss of pay.

2. If Christmas or New Year's Day shall fall on a Saturday, the Library shall be closed the Friday immediately prior, the Saturday and the following Sunday and the employees shall suffer no loss of pay.
3. If Christmas or New Year's Day shall fall on a Tuesday, Wednesday, Thursday, or Friday, the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and/or New Year's and the employee shall suffer no loss of pay. One-half of the work force shall be assigned to duty the day prior to Christmas, and the remaining one-half the day prior to New Year's Day.
4. If Christmas or New Year's Day shall fall on a Friday the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and New Year's and the following Saturday after each holiday.
5. If Christmas or New Year's Day shall fall on a Sunday, the Library shall close at 5:00 p.m. on the Friday immediately prior, the Saturday, Sunday and Monday and the employees shall suffer no loss of pay.

ARTICLE 10

VACATIONS

- A. An employee may apply for his/her vacation at any time during the twelve (12) months preceding the date of his/her proposed vacation. If two or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority.

An employee may carry over up to **one (1) year of vacation** into the following calendar year, which must be used in the following year. In the event that an employee is denied use of vacation time for business necessity, the employee shall carry over all unused time. Vacation will be credited the beginning of the calendar year in anticipation of continued employment for employees having one (1) year or more of service at that time. Employees having less than one (1) year of service will accrue vacation on a monthly basis for their first ninety (90) days of employment and thereafter they will be eligible to take their entire anticipated vacation for the year. **All vacation time is prorated, i.e. for new hires and at the time of separation from service.**

- B. Vacation time for all employees covered by this Agreement shall be computed as follows:

after one (1) year - twenty (20) work days
twenty (20) to twenty-five (25) years - twenty-eight (28) work days
over twenty-five (25) years - thirty (30) work days

- C. When an employee submits a request for vacation leave or personal leave the supervisor of the department shall notify the employee within five (5) working days as to whether or not the leave has been approved or denied.

If the leave is denied an explanation will be given to the employee by the supervisor.

- D. In the event of death of an employee, the employee's family shall be entitled to payment for all accrued vacation time at the full rate of pay in effect on the date of death.

ARTICLE 11

LEAVE OF ABSENCE

- A. Sick leave shall be granted in accordance with the Rules and Regulations of the New Jersey Department of Personnel.
- B. In the event of death in the immediate family, the employee shall be granted five (5) consecutive work days of leave with pay. For the purpose of this clause, immediate family shall be defined as father, mother, step-mother, step-father, spouse, child, step-child, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, **or registered domestic partner**. In the event of the death of a brother-in-law, sister-in-law, daughter-in-law or son-in-law, the employee shall be granted three (3) consecutive working days of leave with pay. **In the event of the death of a familial aunt or uncle, the employee shall be granted one (1) working day of leave with pay.** The Employer reserves the right to request documentation concerning the relationship. An employee may be granted time off in the event of the death of an individual with whom the employee had an unusually close relationship. The decision to grant time off, and the period for this leave shall be at the sole discretion of the Library Director and shall not be subject to the grievance procedure.
- C. 1. The Union will be permitted six (6) workdays with pay each odd calendar year (1997, 1999) and twelve (12) workdays with pay each even calendar year (1998) to be utilized by the Union for convention or other Union sponsored legal activity. Such six (6) or twelve (12) days are assigned to the Union and may be utilized by one employee for the maximum days in the calendar year or by a combination of employees up to the maximum days in the calendar year. In no event, shall the days used exceed the six (6) or twelve (12) days allocated in the calendar year. This provision is effective upon ratification of this agreement by the parties and will not be retroactive to 1996.
2. The Union must notify the Library Director and the employee(s) immediate supervisor in advance of taking such time.

- D. The Library agrees to abide by the terms of the New Jersey Family Leave Act and the federal Family and Medical Leave Act. An employee must utilize all accrued paid sick, compensatory time and personal days before taking unpaid leave.
- E. If an employee is required to serve on jury duty and such service requires his/her presence beyond noon he/she shall receive a full day's pay for each such day of jury duty. If such employee is dismissed from jury duty prior to noon, he/she shall immediately report for work and shall then receive a full day's pay.
- F. An employee who is a member of the Armed Forces shall be granted such leave of absence as is required by and in accordance with applicable state and federal law.
- G. Effective January 1, 1982, the Library shall participate in the Township disability program.
- H. Special leave without pay for permanent employees may be granted by the Board of Trustees, for periods of up to six (6) months, with a further leave of up to six (6) months upon further approval by the Board.

ARTICLE 12

PERSONAL LEAVE

Employees covered by this Agreement shall, upon reasonable advance notice, be entitled to three (3) days of personal leave of absence with pay in each calendar year, subject to the following:

1. Personal Leave of absence may be used for emergencies, religious Holidays or days of religious observance, personal business, or other personal affairs;
2. Personal leaves may be taken in conjunction with Holidays and vacation days with prior approval of the Supervisor. Two weeks notice if possible shall be required. Seniority will govern, and requests shall not be unreasonably denied; however, the union recognizes that permission is within the sole discretion of the supervisor who will not withhold permission for arbitrary reasons. All personal days must be utilized in the year earned or lost.
3. Requests for such leave shall, except in case of emergencies, be made in writing on forms listing the above reasons, and the employee must check the reason upon which his/her request is made.

Further information concerning the reasons for the request must be supplied to the Library Director should he/she request it.

ARTICLE 13

MANAGEMENT RIGHTS

The Library hereby retains and reserves unto itself 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 the right and responsibility to direct the affairs of the Library and all its various aspects, such as but not limited to the right to direct the working force, to plan, direct, and control all the operations and services of the Library; to determine the methods, means, organization, and personnel by which said operations and services are to be conducted; to subcontract out work and services; to relieve employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

In the event the Library decides to subcontract out work or services, it will notify the Union of such intention and, if requested, negotiate the impact of such action upon the terms and conditions of employment of employees covered by this Agreement.

ARTICLE 14

NO STRIKE

The Union shall not instigate, call, engage in, or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of Library service to the community.

The commission of such action by the local Union or its members shall be deemed a violation of this Agreement. In the event of violation, the local Union and/or its officers, agents, and members shall be subject to appropriate penalties.

ARTICLE 15

WORK RULES

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE 16

UNION SECURITY

- A. The Library agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Library by the treasurer of the Union and the aggregate deductions of all employees shall be remitted to the treasurer of the Union together with a list of names of all employees for whom the deductions were made on or about the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.
- B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within ninety (90) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with 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 not to exceed eight-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 so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

- C. The Union further acknowledges and states that any employee who pays the representation fee in lieu of dues shall have direct access to the Union Business Agent. If and when any questions arise as to the actual use by the Union of the representative fee, said employee has the right to obtain a review of the representation fee and if, in fact, any part of the representation fee is used for purposes prohibited by this Act, the Union will return a pro rata share of the representation fee to said employee. If, after a review is made as aforementioned and the employee is unsatisfied with the results thereof, said employee has the right to appeal to a Board appointed by the Governor to hear such appeals as set forth in Section 3 of the Employer/Employee Relations Act (the "Act"). The Employer and the Union further acknowledge that this Article is subject to any rules and regulations promulgated by the Commission to effect the purposes of this Act. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary

contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount of deductions along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

- D. The Union agrees to save the Library harmless from any action or actions commenced by any employee against the Library, for any claim arising out of such deduction, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided. Errors made by the Library in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

ARTICLE 17

UNION STEWARDS AND UNION REPRESENTATION

- A. Representatives of the Union, who are not employees of the Library, may be permitted to visit with employees during working hours it being understood, however, that such representative shall not, in any way, interfere with the working of the Library during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.
- B. The Board shall permit the Union officers and Shop Stewards to meet on library premises once monthly. However, no employee shall be absent from duty for such meeting for more than three (3) hours, and such meetings must have advanced scheduling with the approval of the Library Director.
- C. The Employer recognizes the right of the Union to designate a Shop Steward and an Alternate. The Union shall furnish to the Library in writing or its appointed Shop Steward and appointed Assistant Shop Steward. The Union shall notify the library promptly of any changes of such Union Shop Stewards.
- D. Union officers and Shop Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. In no event will the total compensable time spent on grievances as set forth above, exceed a total of six (6) hours in any one month.

ARTICLE 18

WAGES

- A. Effective January 1, 2005, all employees who were on the payroll on that date and starting salaries for all titles within the negotiations unit shall receive a **three and four-tenths percent (3.4%)** wage increase on their base salary in effect December 31, 2004.
- B. Effective January 1, 2006 all employees who are on the payroll on that date and starting salaries for all titles within the negotiations unit shall receive a three and seven-tenths percent (3.7%) increase on their base salary in effect December 31, 2005.
- C. Effective January 1, 2007 all employees who are on the payroll on that date and starting salaries for all titles within the negotiations unit shall receive a **three and six-tenths percent (3.6%)** increase on their base salary in effect on December 31, 2006.
- D. 1. Employees Hired prior to January 1, 1996.

Grade levels for the titles set forth in each grade are attached hereto as Appendix B.

Persons who are rehired from the special re-employment list will be paid at the rate they would have been paid absent the layoff from their date of rehire.

- 2. Employees hired on or after January 1, 1996.

New hires on or after January 1, 1996 shall receive in addition to the base salary set forth in Appendix B, a two percent (2%) wage increase on their base salary upon completion of their second year of employment. In addition, new hires hired on or after January 1, 1996 shall receive an additional two percent (2%) increase on their base salary upon completion of their fourth year of employment. New hires hired into the title of Supervising Librarian after January 1, 1996, shall not receive less than the existing highest paid current Principal Librarian salary for those hired prior to January 1, 1996.

E. Promotions.

Any employee promoted into or within the Teamster's Unit shall receive a five percent (5%) increase added to their base salary or the new starting salary for the position whichever is greater when promoted. After completion of their second year of employment in the promotional title, the employee will receive an increase of an additional two percent (2%) on their base salary.

- F. 1. The Board agrees to pay, as a fringe benefit, the following longevity plan for current employees hired before January 1, 1996:

after five (5) years through nine (9) years of service - 2 1/2% of base salary
from ten (10) years through fourteen (14) years of service - 4% of base salary
from fifteen (15) years through nineteen (19) years of service - 5 1/2% of base salary
from twenty (20) years through twenty-four (24) years of service - 7% of base salary
twenty-five (25) years or more of service - 8 1/2% of base salary.

2. The Board agrees to pay prorated longevity to eligible employees so entitled who terminated in good standing during the year.
3. The Board agrees to use employment seniority as a means to determine the years of established service by the employee.
4. **The parties agree to the longevity schedule attached as Appendix D for employees hired after January 1, 1996.**

- G. 1. Effective January 1, 1982, the plan and method utilized by the Township in determining severance payment upon retirement or death based upon a portion of accumulated unused sick leave shall be incorporated into this Agreement.
2. As of the signing of this Agreement, such plan and method for employees hired prior to January 1, 1999 involves the payment upon retirement or death of one-half (1/2) of accumulated unused sick leave not to exceed \$15,000.00. The Library Director shall be notified of a retirement in March of the year preceding the retirement year. Failure to do so may result in withholding payment for unused sick leave until the year following the retirement year. For employees hired on or after January 1, 1999, maximum sick leave payment on retirement will be capped at \$7,500.00.

3. Unused compensatory time balances shall be paid to employees or their estates at their hourly rate of pay on the day of separation upon resignation, retirement or death.
- H. For the duration of this Agreement the Board shall continue granting the same insurance benefits provided by the Township of Woodbridge. The Union will be notified of any change in benefits provided by the Township of Woodbridge. In the area of health benefits, the Library commits to having its employees enjoy any new or additional benefits which the Township of Woodbridge gives to its clerical employees, including but not limited to optional insurance packages. Hospital and Major Medical Health Benefits only shall be extended to all retirees who retire on or after January 1, 1986 and who have completed twenty-five (25) or more years of service with the Township at no cost to the employee. All other retirees shall pay the current premium.
1. To the extent money is available for this purpose, the Board will reimburse an employee for tuition only of formal course work subject to the following conditions:
 - a. The formal course work must, in the opinion of the Library Director, be job related.
 - b. Application must be made to the Library Director in sufficient time that approval may be granted by the Board prior to the beginning of such formal course work.
 - c. Such formal course work must be taken by the employee at a time other than the time such employee is scheduled for work.
 2. Only those employees whom the Board assigns to take formal course work shall be reimbursed for tuition, expenses, and the time necessary for such course work.
- I. In the event an employee, at the request of the Library and properly scheduled, works a split-shift requiring travel to and from work twice within one (1) normal work day, such employee shall receive an additional (1) hour of compensation at his/her regular rate, as travel payment, and such travel payment shall be computed only as straight time and not included for the purposes of determining overtime compensation.
- J. The meal allowance shall be **fifteen** dollars (**\$15.00**) for those employees working a regular shift plus an additional three (3) hours. Meal and travel allowances, if less than fifteen dollars (\$15.00), will be paid within three (3) working days effective June 8, 1988.
1. Expenses - Conferences and Meetings

The Library will determine the allowance to be granted in all cases, based on the following schedule:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Breakfast	\$12	\$12	\$12
Lunch	\$17	\$19	\$20
Dinner	\$22	\$24	\$25

- b. Hotel bill If the employee requests attendance at the conference or meeting, the hotel bill will not exceed one hundred and sixty dollars (\$160.00) per night. If the Library requests the employee to attend the conference or meeting the hotel bill will be reimbursed provided the cost is within the fair market value and does not exceed two-hundred and fifty nine (\$259.00) dollars per night.

Reimbursement will be made to employees upon presentation of receipts for expenditures. **Meal and travel allowances under \$10.00 will be paid within (3) three working days. Any meal and Travel Allowance \$10.00 and over must be submitted on expense mileage forms for reimbursement.**

- K. The mileage payment shall be the mileage rate allowable by the IRS, and published by the Library.
- L. **If an employee works a higher classified position for fifteen (15) consecutive work days he shall begin drawing a higher rate on the sixteenth (16th) work day, provided that the employee working in the higher classified position has had such work approved in advance by the Library Director, and shall continue to be paid the higher rate thereafter for as long as such employee does the work at the higher classification, the minimum rate for the higher paid position or a five percent (5%) increase in his/her own rate, whichever is higher, but in no event shall the new rate be more than the maximum of the higher rated position. An employee working under this clause shall be granted salary and benefits accruing to the higher position for the time that the employee occupies that higher position. If an employee reverts back to their regular status and classification then paid time off enjoyed after such reversion shall be at the rate of pay of the regular status and classification.**
- M. The Board shall pay \$350.00 per year to each employee hired prior to January 1, 1996 possessing a valid Fireman's License (Black Seal). Employees hired on or after January 1, 1996 are not entitled to the stipend. This payment shall be made in a separate check payable in the month of January. Employees shall be reimbursed for the renewal of the State of New Jersey Black Seal License upon submission of proper verification. Reimbursement for all

employees renewal of license will be made within a reasonable period of the submission of renewal bill.

- N. Non-exempt employees attending approved conferences involving Saturday, Sunday and Holiday attendance will receive a total of one (1) day's compensatory time at the straight time rate.
- O. In the event a weekday conference with travel time exceeds eight (8) hours, inclusive of meals, the non-exempt employee will receive up to two (2) hours of compensatory time, each way, for travel time at the straight time rate. In the event the conference is out of state, requiring flying and an overnight stay, the employee will receive one (1) day's compensatory time at the straight time rate.
- P. The pay grades for pre-1996 and post-1996 hires in accordance with the terms of this Agreement are attached hereto as Appendix D.
- Q. **Those employees on pay grade 1 hired after January 1, 1996 and on payroll as of January 1, 2005, shall receive a one-time payment of \$700, to become part of that employee's base salary.**

ARTICLE 19

PERSONNEL FILES

An employee or shop steward who has been given written authorization by an employee may examine and duplicate material in his/her personnel file. Material shall not be placed in this file that has not been copied to the affected employee.

ARTICLE 20

GENERAL PROVISIONS

- A. Bulletin boards shall be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.
- B. It is understood and agreed that if any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific provision of the Agreement affected by such decision and all other provisions shall continue in full force and effect.

- C. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.
- D. The Library shall make available to all present and future employees, copies of this Agreement.
- E. A job description shall be in each employee's personnel folder. Upon reasonable notice an employee may be permitted to inspect his/her job description, evaluations, and any disciplinary notice.
- F. On pay days or on the day the employee receives his/her check, individual time for lunch or dinner shall be extended by fifteen (15) minutes for non-exempt Employees. Such Employees who are off on Friday shall be entitled to the 15 minutes on the following Monday.
- G. All employee paychecks shall be issued in individual envelopes to each employee. Checks shall arrive at each department and/or Branch in individual envelopes.

ARTICLE 21

MISCELLANEOUS

- A. The Library and the Union acknowledge this to be their complete contract and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented.
- B. The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State, and Local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby.
- C. The Board in making provisional appointments shall give due consideration to merit, qualifications, experience, and the decision of the Board shall not be arbitrable.
- D. Employees, on a staggered pre-approved schedule, shall be permitted the time to attend the New Jersey Library Association annual conference, the New Jersey Association of Library Assistants Conference, the Educational Media Association of New Jersey Annual Conference or the American Library Association Conference, dependent upon the availability of funds. **Employees participating in programs at either NJLA, NJALA or NJASL that have been approved in advance by the Library Director will be reimbursed for membership registration by the Board of Trustees.** Necessary expenses shall be reimbursed up to the limitation passed by the Board and shall be based upon the presentation of proper and adequate receipts.

- E. If and when the temperature rises above eighty-five (85) degrees and falls below sixty (60) degrees at the Main Library or at any of the branches and remains at said level for a minimum period of two (2) consecutive hours as determined by the thermostat closest to the circ desk on the second floor, the employee shall have the option of remaining as part of a skeleton staff at a rate of time and one-half pay, or of being reassigned to another agency at their normal rate of pay. Management reserves the right to appoint personnel to work at the affected agency in the event no one volunteers.

- F. The Library agrees to provide three (3) pairs of work uniforms for maintenance employees per year. In addition, the Library will provide two (2) pairs of work shoes to a maximum of \$180.00 each year. The Library also agrees to provide a winter jacket to maintenance employees on a replacement basis not to exceed one (1) jacket per employee per year. Under no circumstances will an employee be required to use the same winter jacket for more than two (2) years. Gloves and rain gear will be provided on a replacement basis. The Director or his/her designee will determine when a replacement is needed.

- G. Part-time employees who work twenty (20) or more hours per week are eligible for the Township medical insurance plan. All part-time employees also receive pro-rated vacation, sick, holiday and personal days based on their hours per week.

ARTICLE 22

DURATION

This Agreement shall take effect as of January 1, 2005 and shall remain in effect until December 31, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

THE FREE PUBLIC LIBRARY OF
WOODBRIDGE, NEW JERSEY

TEAMSTERS LOCAL NO. 469

DATED: _____

DATED: _____

APPENDIX A

TITLES COVERED BY UNION CONTRACT:

Principal Clerk Typist
Secretarial Assistant
Administrative Clerk
Principal Account Clerk
Maintenance Supervisor
Supervising Librarian/all Variants

APPENDIX B

FOUR (4) GRADE LEVELS WITH TITLES:

GRADE I

Principal Clerk Typist
Administrative Clerk
Secretarial Assistant

GRADE II

Principal Account Clerk

GRADE III

Maintenance Supervisor

GRADE IV

Supervising
Librarians/all Variants

APPENDIX C

Woodbridge Public Library
Teamster Pay Grades 2005-2007

	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>PRE - 1996 HIRES</u>			
I	\$57,581.39	\$59,711.90	\$61,861.53
II	\$73,744.88	\$76,473.44	\$79,226.48
III	\$81,998.27	\$85,032.20	\$88,093.36
IV	\$87,997.54	\$91,253.44	\$94,538.57

	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>POST 1996 HIRES</u>			
I	\$36,841.42	\$38,204.55	\$39,579.92
II	\$46,744.04	\$48,473.57	\$50,218.62
III	\$51,976.08	\$53,899.19	\$55,839.56
IV	\$57,893.66	\$60,035.73	\$62,197.01

APPENDIX D
Longevity for Employees Hired after January 1, 1996

Year s of Service	5	10	15	20	25
Grade 1	\$807	\$1,291	\$1,775	\$2,260	\$2,744
Grade 2	\$955	\$1,402	\$2,103	\$2,805	\$3,506
Grade 3	\$1,034	\$1,559	\$2,339	\$3,119	\$3,898
Grade 4	\$1,122	\$1,737	\$2,605	\$3,474	\$4,342

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**Addendum to 2008-2010
Teamsters Contract**

Change Title "Clerk to Pay Grade 1A

Add Salary Scale 1A

**2010
\$39,000**

C. M. Murchio
Christine Murchio Director

9/29/10
Date

Cecile McGrath
Cecile McGrath Teamster Shop Steward

9/29/10
Date