

Contract no. 1338

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No. 5

AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE
LEONIA PUBLIC LIBRARY (HEREINAFTER "BOARD" OR
"LIBRARY") AND LOCAL 29, RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION (RWDSU)

1989 - 1991

CONTENTS

I	Term	3
II	Recognition	3
III	Union dues	4
IV	Grievance procedure	5-9
V	Seniority	9-10
VI	Wages	11-12
VII	Longevity	12
VIII	Hours of work and overtime	12-14
IX	Safety	15
X	Vacations	15
XI	Absences	15-19
XII	Special leave	19
XIII	Holidays	19-20
XIV	Dental insurance	20
XV	General	20-22
XVI	Management of the Library's affairs	22-23
XVII	Past practice	23
XVIII	Promotions and filling of openings	23-25
XIX	Retirement	25
XX	Access	25-26
XXI	Continued operations	26

THIS AGREEMENT is entered into this 13th day of *JUNE* 1990
by and between the Leonia Public Library, County of Bergen State
of New Jersey, hereinafter called the "Library" and Local 29,
Retail, Wholesale, and Department Store Union (RWSDU), AFL-CIO,
hereinafter called the "Union".

WITNESSETH

WHEREAS

A: The Library has recognized, pursuant to NJSA 34:13-A et seq.,
the Union as the representative of employees hereinafter
designated with respect to the terms and conditions of
employment;

B: The parties entered into an agreement dated January 11, 1989
the term of which was from January 1, 1987 to December 31, 1988
or until termination upon the mutual conclusion of a new
agreement; and

C: The parties have mutually agreed upon changes to that
original agreement and have reached certain understandings which
they desire to confirm in this agreement and in consideration of
the following mutual covenants.

IT IS HEREBY AGREED AS FOLLOWS:

I. TERM

The term of this agreement shall be from January 1, 1989 through December 31, 1991. In the event that the parties do not enter into a new agreement by December 31, 1991, then this agreement shall continue in full force and effect indefinitely, subject to being terminated upon mutual agreement of a new contract.

II. RECOGNITION

The Library affirms its recognition of the Union as the exclusive representative for collective negotiation concerning the terms and conditions for all full-time and permanent part-time employees (20 or more hours a week) employed by the Library Board of Trustees of the Borough of Leonia, including Librarians, Assistant Librarians, Library Assistants I, II, III, and Custodians.

Excluded are: all supervisory employees within the meaning of the Act (Children's Librarian), managerial executives (Library Director, Assistant Director), confidential employees (Confidential Secretary/Library Assistant II), and casual employees (employees scheduled less than 20 hours per week).

Also excluded from the provisions of this agreement are

probationary employees and those employed on a temporary seasonal or casual basis unless they are specifically included.

III. UNION DUES

A. Pursuant to NJS 52:14-15.9 (e), as amended, the Library agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the Library in writing to do so. Deductions shall be made from either the first or second pay period of each month. All amounts deducted shall be remitted to the union once a month no later than the tenth day of the month following deduction. The Library agrees to furnish the Union upon request, monthly, with a list of newly hired employees and terminated employees. The Union will advise the Library in writing of the amount of the initiation fees and monthly dues.

B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, effective July 1, 1980, all non-members of the Union shall pay ~~the~~ to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments, and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

C. The Union will indemnify and save harmless the Library Board of Trustees and the Borough of Leonia against any action, claims, demands, or liabilities resulting from any suit or action instituted as a result of the agency shop established pursuant to Subsection B. The Union shall reimburse the Board and Borough for all costs, including reasonable attorneys fees, incurred in defense of the Borough.

IV. GRIEVANCE PROCEDURE

A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union at the request of any such individual or group (hereinafter referred to as the "Grievant").

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein, and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and

shall stop the Grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One: Immediate Supervisor

a) A Grievant must file his/her grievance in writing with the immediate Supervisor within five (5) days of the occurrence of the matter complained of.

b) The written grievance must identify the Grievant by name(s) and be signed by him/her (them) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all authorized representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the Grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the Grievant.

c) Once a grievance comporting with all the foregoing requirements is timely filed, the immediate Supervisor shall investigate the grievance and render a written response, which shall be given to the Grievant within ten (10) days from receipt of the grievance.

2. Step Two: Library Director

In the event the grievance is not resolved to the Grievant's satisfaction at Step One, or in the event the immediate Supervisor has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the Grievant may present the written grievance and any written response(s) received at Step One to the Library Director, or his/her designee. Upon receipt of the grievance by the Library Director the procedures set forth in Step One shall be followed, except that the parties shall meet within ten (10) days of the presentation of the grievance to the Library Director, or designee, and the Library Director, or designee, shall have ten (10) days thereafter to respond in writing.

3. Step Three: Board of Trustees

In the event the grievance is not resolved to the Grievant's satisfaction at Step Two, or in the event the Library Director or designee has not served a timely written response at Step Two then within five (5) days after the response date set forth in Step Two, the Grievant may present the written grievance and any written response(s) received at Step Two to the Board of Trustees, or a Committee thereof. Upon receipt of the grievance by the Board of Trustees, or Committee thereof, the procedures set forth in Step Two shall be followed, except that the meeting date period shall be fifteen (15) days and the response period shall be no later than ten (10) days after the next regularly scheduled Board Meeting. The Board Committee shall be empowered

to answer grievances on behalf of the Board at any time prior to the next regularly scheduled Board Meeting.

4. Step Four: Arbitration

a) If the grievance involves the express written terms of this agreement only and if it remains unsettled, then the Union may, within fifteen (15) working days after the reply of the Board of Trustees or Committee thereof is due, by written notice to the Employer, proceed to binding arbitration. A request for arbitration shall be made no later than such fifteen (15) days period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and Employer shall mutually agree upon a longer time period within which to adjust such a demand.

b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.

c) It is expressly understood that the arbitrator may not modify, add to, or subtract from this Agreement in any way whatsoever. The arbitrator must provide, to the parties, a written award containing his findings of fact and conclusions of law, within thirty (30) days from the close of the hearings. In

the event hearings have been waived, he shall submit his award within thirty (30) days from the submission of all the evidence.

d) In no event shall any arbitration proceeding take place before thirty (30) days from the final decision of the Board of Trustees.

e) The costs of the arbitrator shall be split equally between the two parties; all other expenses attendant to any arbitration proceeding shall be borne by the party incurring same.

D. Time limits may only be extended by mutual agreement of the parties in writing.

E. Time limits shall be construed as maximums and the parties are free to meet all time obligations prior to these maximum amounts.

F. In the case of all grievances that do not relate to the express terms of this Agreement, the decision of Step Three of the Board of Trustees shall be final and binding upon the parties.

V. SENIORITY

A. All newly hired employees shall be considered as probationary employees for the first six (6) months of service. Upon

completion of the probationary period such employees' seniority shall date from their original date of hiring.

When employees are laid off, employees in each classification with the longest service shall be laid off last and rehired first. All such layoffs shall be based upon the classification of seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid off. No new employees shall be hired until all laid-off employees shall first have been recalled.

B. A newly hired employee who previously worked with the Library but who was terminated or resigned for any reason shall be considered a new employee and all calculations of benefits based on seniority shall be from the date of last hire.

C. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made permanent, in which case all benefits shall relate back to the time of the initial hiring.

D. Probationary provisions of the Personnel Code of the Leonia Public Library (hereinafter LPL Code) shall be incorporated into this section.

VI. WAGES

A: Minimum Salaries. As of 1/1/89 the following shall constitute the minimum annual salaries for these classifications:

Reference Librarian	\$19,500.00	(full time)
Assistant Librarian	\$14,600.00	(perm.part-time: 30hrs/wk)
Library Assistant I	\$14,500.00	(full-time)
Library Assistant II	\$ 9,500.00	(perm.part-time: 26hrs/wk)
Custodian	\$15,000.00	(full-time)

An employee who performs the complete and entire functions, duties and tasks of an employee in a higher classification for a period of thirty (30) consecutive working days or more shall be paid at the rate of the higher classification from the thirty-first day.

B: Salary Increases

a) Employees shall receive: a 4% wage increase retroactive to January 1, 1989; a 3% wage increase retroactive to July 1, 1989; a 7% wage increase retroactive to January 1, 1990; and a 6.75% wage increase on January 1, 1991.

b) Additionally, from January 1, 1990, the two employees currently designated as Library Assistant I and Library Assistant II shall each receive a one-time increase of \$750.00 additional to the 7% increase above, after the 7% has been computed.

c) An employee shall not be eligible for a salary increase until the first anniversary date following commencement of employment, on which date the employee shall receive, prospectively only, the most recent percentage increase received by employees as governed by the contract executed for the year in which such anniversary date is observed. For example, if an employee has an anniversary date of 1/1/90, that employee would receive the percentage increase as set forth in the contract for the period commencing 1/1/90.

VII. LONGEVITY

In addition to the annual salary for the calendar year, an employee shall receive a longevity payment of 1½% of the base salary for each completed four (4) years of continuous service as a full-time or permanent part-time employee up to a maximum of 7½%. Payments shall be retroactive to January 1, 1987, based on prior years of service.

VIII. HOURS OF WORK AND OVERTIME

A. The normal work day for Professional and Clerical Staff shall be seven (7) hours. The normal work week for Clerical and Professional Staff shall be 35 hours. Any time worked between 35 and 40 hours shall be compensated either in compensatory time or

in pay, at the Library Director's option. If in pay, those hours between 35 and 40 will be compensated on a straight time basis. Specific schedules and hours shall be as scheduled by the Library from time to time.

B. The normal work week for Maintenance Staff shall be forty (40) hours, spread over a six-day period. Specific schedules and hours shall be as scheduled by the Library from time to time.

C. Overtime shall be payable based on $1\frac{1}{2}$ times the base rate and shall be paid only for authorized work in excess of forty (40) hours per week for all staff.

D. All working time shall be properly recorded in accordance with Library Procedures.

E. All employees shall work a reasonable amount of overtime when requested by the Library.

F. The Library reserves the right to schedule or reschedule employees in accordance with its needs; this right specifically includes, but is not limited to, evenings, Saturdays and/or Sundays as normal work days.

G. All meal breaks are taken on the employee's own time, as scheduled by the Library.

H. Nothing herein shall guarantee employees any minimum work day or work week.

SUNDAY AND HOLIDAY WORK

Effective January 1, 1989 the following rates of pay shall apply to Sunday and Holiday work. Preference shall be given to regular employees in the assignment of Sunday and Holiday work.

Hours worked on Sundays and holidays shall be based solely as set forth herein and the time and one-half provision of subsection C of Article VIII shall not be applicable to hours worked on Sundays.

a) Sunday work

	<u>Professional staff</u>	<u>Non-professional staff</u>
1989	\$18.00 per hour	\$10.00 per hour
1990	\$19.00 per hour	\$11.00 per hour
1991	\$20.00 per hour	\$12.00 per hour

b) Holiday rates of Pay

Any employee required to work on a public holiday observed by the Library shall be paid at one and one-half (1½) times his/her base rate. As used herein, the term "public holiday" shall be as defined in Article XIII of this agreement.

IX. SAFETY

It is mutually recognized that safety is of major importance to both the Library and the Union.

A safety committee shall be established to work with management in helping to insure the utmost safety in the department.

X. VACATIONS

Employees shall receive the number of vacation days as set forth in the LPL Code.

XI. ABSENCES

A. Sick Leave

1. Sick leave shall be applicable only to permanent employees.
2. First year of service: one (1) working day of sick leave with pay for each month of service up to a maximum of 10 days.
3. After the first year of service: twelve (12) working days of sick leave with pay in each calendar year thereafter.
4. In connection with unused sick leave, an employee shall have the right annually to choose one of the following options

regarding disposition of unused sick leave:

A. Following each full calendar year (i.e. from January 1 to December 31) of continuous employment, any employee who requires less than twelve (12) days of sick leave during a calendar year, may at his/her option be paid by January 15 of the following year for one half ($\frac{1}{2}$) of the difference between twelve (12) days and the actual number of sick leave days taken at the regular daily rate. This option may not be changed after the end of the calendar year to apply to any preceding year. The unpaid portion of this difference shall accumulate to the employee's credit from year to year and such employee shall be entitled to such accumulated sick leave if and when needed.

B. An employee may choose to accumulate unused sick leave up to a maximum of one-hundred-eighty (180) days, not withstanding that the employee has not worked for the full preceding calendar year.

~~AB~~ ~~py~~ ~~C~~ Credit for accumulated sick leave shall be given from January 1966. No employee, however, shall receive any credit in time off or payment for accumulated sick leave in the event of separation from municipal services for any reason. In no event shall the accumulated sick leave exceed one-hundred-eighty (180) days.

5. Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, non-service connected accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill and

requiring the care or attendance of such employee, and excludes leave given for Death in the Family covered later in this section.

6. Every permanent employee who is entitled to sick leave shall furnish, whenever required, to the employer a medical doctor's certificate certifying as to the illness involved and that said employee is incapable of performing his/her regular duties. The employer reserves the right to have any employee examined by a physician designated by the employer before being allowed to return to duty.

7. In case of leave of absence due to contagious disease, a certificate from the department of health having jurisdiction shall be required.

8. During protracted periods of illness or disability, the employer may require weekly or biweekly interim reports on the condition of the patient from the attending physician or the physician designated by the employer. When under medical care, employees are required and expected to conform to the instructions of the attending physician if they wish to qualify for salary payments during each such period of illness or disability.

9. Sick leave with pay will not be allowed under the following conditions:

(a) If the employee, when under medical care, fails to carry out the order of the attending physician.

(b) If, in the opinion of the Library physician, the employee is ill or disabled because of self-inflicted wounds, alcoholism or the use of non-prescription habit-forming drugs.

(c) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.

(d) Three (3) consecutive days' sick leave, within any calendar week, without a doctor's certification.

(e) More than ten (10) days accumulated sick leave in an eight (8) month period, without a doctor's certification.

B. Death in Family

A regular full-time or permanent part-time employee, who is excused from work because of death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for up to three (3) regular working days for any period following such death. Time off, with pay, as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. "Immediate family" is defined to mean father, mother, wife or husband, brother or sister, son or daughter, mother-in-law or father-in-law, grandmother or grandfather, grandchild, or any person regularly residing in the household of the employee, and any person designated as a legal guardian of the employee. In case of death in the family of the employee proof may be required by the Library Director.

C. Personal Days

Commencing on January 1, 1988 an employee shall receive three (3) personal days per annum, with pay.

XII. SPECIAL LEAVE

The present practice governing special leave for library employees is established by the LPL Code and shall apply here.

XIII. HOLIDAYS

1. New Year's Day
2. Washington's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Day
14. Martin Luther King's Birthday

A Holiday shall be granted for any other day proclaimed as a special holiday by the Library.

Employees who are assigned to work on any of the above-mentioned holidays shall be paid in accordance with the hourly rate for Holiday work as established in Article VIII of this agreement.

If a holiday falls on a Sunday it shall be granted on the following Monday. If a holiday falls on a Saturday, it shall be granted on the preceding Friday.

XIV. DENTAL INSURANCE

The Library shall provide individual Dental Coverage for all employees covered by this Agreement as provided in the original agreement between the parties dated January 11, 1989. Payment set for such coverage shall be made by the Library.

Effective the same date, the Library agreed to expand dental coverage to include dependents.

XV. GENERAL

A. The terms and conditions contained herein shall supersede any contrary terms and conditions whether contained in ordinance or

elsewhere but shall not supersede any of the requirements or prescriptions of NJSA 34:13A-1 et seq. as amended and supplemented, all of which rights and prescriptions, to the extent required by law, shall govern the relationship of the parties and the construction of this Agreement.

B. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.

C. If any clause contained in this Agreement is hereafter found to be illegal, that clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.

D. Errors in payment of wages shall be corrected during the week following discovery of the error, provided the employee has brought the error to the attention of the Library Director in writing in sufficient time for the error to be corrected.

E. A permanent employee injured in the usual course of his employment and directly in line of duty shall receive full salary payments during his absence subject to the provisions, however, that:

- (1) Such full payment of salary shall not extend beyond a

period equivalent to the total of one (1) week for each year of consecutive service of such employees computed from the date of last hire.

(2) Any employee who qualifies for payments under Workmen's Compensation benefits shall, during the period he/she is receiving such benefits, be entitled only to that portion of his full salary payments which, with the Workmen's Compensation payments, equals his/her normal salary, for the allowable period as aforesaid.

(3) Such absence shall not be charged against his/her sick leave. All other provisions regarding absences due to sickness or disability shall apply.

XVI. MANAGEMENT OF THE LIBRARY'S AFFAIRS

It is recognized that the management of the library government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Library.

Accordingly, the Library retains the rights including but not limited to, the selection and direction of the working forces; including the right to hire; suspend or discharge for just cause, assignment, promotion or transfer, the determination of the amount of overtime to be worked, the relief of employees from duty because of lack of work or for other legitimate reasons; decision regarding the number and location of its facilities, etc., determination of the work to be performed within the unit,

maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be used to permanently change the present duty of the job classification.

However the Union and the employees shall have the right to submit to grievance and arbitration any exercise of any of these rights which prejudice or deprive the Union or any employee of any existing contract right or benefit.

XVII. PAST PRACTICE

All previous practices related to the terms and conditions of employment not herein enumerated or modified shall continue in full force and effect.

XVIII. PROMOTIONS AND FILLING OF OPENINGS

- A. The term promotion means the advancement of an employee to a higher paying position.
- B. Whenever an opportunity for promotion occurs or a job opening

occurs in other than a temporary situation in any existing job classification or as the development or establishment of a new job classification is created, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, location of the job and the nature of the job requirements in order to qualify. Such posting shall usually be for a period of fifteen (15) working days whenever possible.

C. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Library Director.

D. The Library may fill such job openings or vacancies (if it is determined that such jobs shall be filled) from among those employees who have applied, who meet the standards of the job requirements as determined by the Library, including ability, experience, qualifications, aptitude, attitude and general suitability.

E. If a promotion occurs and such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

F. The Library retains the right at all times to fill a vacancy from outside the unit, or to allow the vacancy to remain

unfilled. Employees of the Library shall be given preference, however.

XIX. RETIREMENT

All employees enrolled in the Public Employees' Retirement System of the State of New Jersey are subject to the requirements and provisions of the plan.

The employee's contribution to the plan is deducted from the salary paid to such employee and remitted to the State of New Jersey as required and prescribed by law.

The employer's contribution for such employee is determined by, and subsequently remitted to, the State of New Jersey, in accordance with the provisions of the law.

Employees having completed the required number of years of service and having attained the specified age may apply for retirement as provided by the plan.

XX. ACCESS

An authorized officer or representative of the Union shall have access during business hours for the purpose of participation in the adjustment of grievances and disputes, for investigation of

matters herein described, covered by this agreement and for the basic purpose of effectuating the principles and provisions contained in this Agreement. Such authorized officer or representative shall notify the Library Director in advance of his or her intention of exercising the right covered by this clause.

XXI. CONTINUED OPERATIONS

It is recognized that the need for continued and uninterrupted operation of the Library is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Library shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference,

IN WITNESS WHEREOF, the parties have entered their hands and seals this 13th day of JUNE 1990 .

WITNESS

Anne Breinin 6/15/90

LOCAL 29 RWDSB

Paul Freda 6/11/90

Barbara J. Benson 6/15/90

Jane E. Ruff 6/15/90

WITNESS

Hazel A. White 6/13/90

LEONIA PUBLIC LIBRARY

Phyllis Davis 6/13/90

Mary A. (Lynn) 6/13/90



LEONIA PUBLIC LIBRARY

227 Fort Lee Road • Leonia • New Jersey 07605

Telephone: 201-592-5770

June 15, 1990

Mr. Paul Freda
Local 29, RWDSU - AFL-CIO
225 West 34th Street
New York, NY 10001

Dear Paul,

Enclosed you will find an original copy of the executed contract between the Board of Trustees of Leonia Public Library and Local 29, RWDSU for January 1, 1989 - December 31, 1991.

Please note that typos have been corrected on pages 4 and 16.

Also, on page 16 the letter C for paragraph C has been deleted -- only the letter; not the text which stands as a separate paragraph. Phyllis Dain, President of the Board of Trustees and Barbara Burgess of the bargaining unit have initialled that correction to the text.

Thank you.

Sincerely yours,

Harold A. Ficke
Library Director

HAF/mv