

AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY LIBRARY COMMISSION

AND

THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO  
RANK & FILE



Local 1085

January 1, 2019 – December 31, 2021

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## PREAMBLE

This Agreement is entered into by and between the GLOUCESTER COUNTY LIBRARYCOMMISSION (hereafter referred to as "the Employer") and the COMMUNICATIONS WORKERS OF AMERICA, (hereafter referred to as "the Union"), for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

### Article 1

#### Recognition

**1.1 Bargaining Unit:** The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all full-time professional and non-professional nonsupervisory in all locations of the Library System. Part-time employees in the above categories shall also be included, provided their work schedule consists of at least 12 hours per week on average, and provided further that such schedule has continued (or is intended to continue) for at least 26 weeks. Excluded from the aforementioned units are managerial executives, confidential employees, part-time employees who work less than 12 hours as defined above, and temporary and interim employees other than those specified below.

**1.2 Temporary and Interim Employees:** The Employer may assign unit work to temporary employees outside the bargaining unit if such temporary positions are to be filled for less than six months in any twelve-month period (regardless of hours worked) in order to address seasonal or other short-term needs as authorized under the Civil Service Act. If a temporary position exceeds six months, the employee shall be included in the appropriate bargaining unit. Interim appointees, as defined by the New Jersey Civil Service Commission shall be included in the appropriate bargaining unit upon filling a unit position for twelve consecutive months. Nothing herein shall be construed as excluding unit employees who are appointed to fill other unit positions on an interim basis.

**1.3 Use of Titles:** Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include male and female.

## Article 2

### Responsible Union-Employer Relationship

**2.1 Mutual Dealings:** The Employer and the Union recognize that it is in the best interest of the parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract.

**2.2 Respectful Treatment:** It is understood that every employee, supervisor, and manager shall be treated in accordance with accepted standards of decency, courtesy, and respect.

**2.3 Use of Employer Equipment:** Union representatives will be entitled to use the Employer's telephones, fax machines, and email system to communicate with employees in carrying out the Union's representational duties. Employees will likewise be permitted to use such equipment to contact their Union representatives in regard to matters of representation. It is understood that such use shall be reasonable and shall not interfere with work operations, shall be consistent with HR Manual policies, and shall be limited to lunch and dinner breaks, other break times, and/or before or after working hours.

## Article 3

### Non-Discrimination

**3.1 Discrimination Prohibited:** In accordance with and to the extent of statute, no employee will be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, sex, pregnancy, breastfeeding, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic partnership/civil union status, liability for military service, and in some cases atypical hereditary cellular or blood trait, genetic information, age, or legal participation or non-participation in Union activities.

## Article 4

### Deduction of Union Dues and Representation Fees

**4.1 Dues Checkoff:** The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on the appropriate form. The amount of such

deductions shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the dues to the Union by the last day of the month following the calendar month in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions are made. A copy of such list shall also be delivered to the Local President. Dues deductions for employees in the bargaining unit shall not be made for any other employee organization.

**4.2 Withdrawal of Dues Checkoff:** In the event any employee withdraws his or her authorization for dues deduction by notice to Human Resources, such dues shall be halted as of July 1 next following the date on which notice of withdrawal was filed.

## **Article 5**

### **Hours of Work**

**5.1 Maintenance of Working Hours:** The regular workweek for full time employees shall consist of 35 hours. Employees will work their respective regularly scheduled shifts which shall include two 10-minute paid breaks and one 30-minute unpaid meal break. It is understood that break times may vary, depending on coverage, but that there will be one paid break before the meal break and one paid break after the meal break. Lunch breaks for early employees shall start no earlier than 11:30 AM and end no later than 2:30 PM, depending on coverage, and dinner breaks shall start no earlier than 4:00 PM and end no later than 6 PM, depending on coverage. Breaks cannot be used at the beginning or end of the day to shorten the workday, nor can they be combined to make a mealtime. Employees must not work through a mealtime to leave early. Employees working 5.5 hours or more must take a minimum 1/2 hour for lunch or dinner.

**5.2 Part-Time Employees:** Part-time employees will be scheduled to work a portion of the fulltime workweek. Employees working a minimum of 3.5 hours a day will receive a 10-minute paid break, and employees who work 5 hours a day will be entitled to a 30-minute unpaid meal break. Breaks cannot be used at the beginning or end of the day to shorten the workday, nor can they be combined to make a mealtime. Employees must not work through a mealtime to leave early.

**5.3 Scheduling Preference:** In cases where there is more than one work schedule for employees in a given title, preference shall be given according to seniority whenever feasible in the assignment or reassignment of employees to a work schedule. Except in case of emergency, an employee who is involuntarily reassigned to a different work schedule shall be given 14 days advance notice in writing.

## Article 6 Salaries and Wages

### 6.1 Salary Increases

#### A. Salary Increases

- a. As of January 1, 2019, each employee's salary will be adjusted to reflect a 2% retroactive across-the-board salary increase.
- b. As of January 1, 2020, each employee's salary will be adjusted to reflect a 2% retroactive across-the-board salary increase.
- c. As of January 1, 2021, each employee's salary will be adjusted to reflect a 2% across-the-board salary increase.

### 6.2 Starting/Minimum pay rates are as follows.

TITLE	2019	2020	2021
Library Page	\$10.16	\$11.00	\$12.00
Library Ass't/Library Clerk Driver	\$14.06	\$14.20	14.34
Senior Library Ass't/ Bldg. Maint Worker	\$15.18	\$15.33	\$15.49
Principal Lib. Ass't/ Keyboarding Clerk 3	\$17.46	\$17.63	\$17.81
Library Associate	\$18.86	\$19.05	\$19.24
Super. Library Ass't/ Admin Clerk/HR	\$20.08	\$20.28	\$20.48

Librarian 1	\$24.26	\$24.50	\$24.75
Librarian 2	\$26.20	\$26.46	\$26.73
Librarian 3	\$28.30	\$28.58	\$28.87
Librarian 4	\$32.55	\$32.88	\$33.20

**6.3 Promotional Increases:** When employees receive a promotion, the new salary will not reflect less than a three percent (3%) increase.

**6.4 Special Qualifications:** In any case, where a position requires a person with special qualifications, the Commission may make such an adjustment in the hiring rate as it deems necessary to properly and justifiably fill a position.

## Article 7

### Call-In and Off Duty Contact Pay

**7.1 Minimum Call-In Pay:** Any employee who is called to work prior to his or her next scheduled work period shall be paid for not less than two hours of work, unless the call-in immediately proceeds the employee's normal workday.

**7.2 Off Duty Contact Pay:** Employees who are contacted while off-duty and perform work over the telephone or via electronic communications, without coming to the work site, shall receive compensatory time for not less than one-half hour of work for each contact; provided, however, that a continuation of a previous call shall not count as an additional call.

## Article 8

### Split Shifts

**8.1 Split Shifts:** Employees who work a split shift at the request of their supervisor will receive one (1) hour additional pay for travel plus mileage to and from home: No additional pay (salary or mileage) will be given if the split work shift is at the employee's request.



## **Article 9**

### **Overtime Compensation**

**9.1 Compensation:** Employees shall be paid at the rate of time-and-a-half for all work in excess of 40 hours in the workweek. In lieu of cash, employees may elect compensatory time off. The workweek is understood to begin at 12:00 AM Sunday morning and end at 11:59 PM Saturday

**9.2 Use of Compensatory Time Off:** Employees shall be responsible for using compensatory time off with reasonable promptness, by no later than 30 days of accrual or the end of the calendar year it is earned. Only the employee may authorize the use of his/her compensatory time. Official comp time records shall be made available for inspection by the employees upon reasonable request.

## **Article 10**

### **Travel and Other Expenses**

#### **10.1 Travel Expenses**

1. Employees will be reimbursed for legitimate reasonable travel expenses associated with the use of a personal vehicle when traveling on Library business.
2. Reimbursements include mileage expenses at the rate approved by the Gloucester County Library Commission (as per IRS regulations), tolls, and parking expenses. All requests for such reimbursement must be itemized and accompanied by receipts. Mileage reimbursement requests should be based on actual miles traveled and exclusive of travel to and from the employee's normal work site.
3. Employees who are directed to split their shifts between two GCLS locations will be reimbursed for the mileage traveled between GCLCS locations.
4. Employees who travel between more than two GCLS locations in a normal workday will be reimbursed for the mileage traveled between GCLS locations.
5. Employees assigned to work a full shift at a branch other than their normal\_ locations are not reimbursed for mileage.

## 10.2 Conference and Workshop Expenses:

1. Employees shall be eligible for reimbursement of certain expenses that are incurred for necessary costs directly related to the attendance at a conference, meeting, program or other event which is:

- a. Necessary to conduct Library business, or
- b. Necessary to the proficiency of an employee as it relates to the employee's performance of his/her duties as determined by the Director.

2. All requests for reimbursements must be substantiated by receipts and/or appropriate documentation.

3. When an employee attends a conference, meeting, program or other work-related event, the following expenses are eligible for reimbursement when substantiated by receipts:

- a. Registration fees for attendance at approved conferences, seminars or meetings.
- b. Mileage: Reimbursement shall be in accordance with the rate established by the Gloucester County Library Commission.
- c. Tolls and parking.
- d. Meals. The cost of a meal (within the meal allowance) when the meal is an integral part of a seminar, conference, or meeting which the employees is attending with prior approval; or when the meal is necessary due to overnight travel to a conference that the employee is attending with prior approval. Meal allowances are as follows: Breakfast \$15, Lunch \$25, Dinner, \$35.
- e.. Lodging: The actual reasonable costs, based on the lowest available single room rate.
- f. If a plane flight is necessary, direct coach fare applies and transportation is paid directly door to door, to the conference and home again. Employees using their personal vehicle for long-distance travel will be reimbursed according to the rate established by the

Gloucester Library Commission. In excess of 200 miles, transportation is paid up the cost of direct coach fare.

- g. Other travel expenses: The actual reasonable cost of the least expensive, yet most efficient and expedient travel mode under a particular circumstance (example: taxi, airport shuttle, etc.).
  - h. Miscellaneous expenses such as gratuities.
4. The following expenses are NOT eligible for reimbursement:
- a. Alcoholic beverages;
  - b. Meals which are incidental to the conduct of Library business;
  - c. Expenses incurred by a family member or traveling companion.
5. All requests for reimbursements must be substantiated by receipts and/or appropriate documentation and must be submitted within sixty (60) days of occurrence. The Library Director will have final say on the eligibility of all expenses.
6. When an employee participates in a breakfast, lunch or dinner meeting or a banquet as a representative of the Gloucester County Library System, it is considered work time. Travel to and from home and a conference, meeting, program, or other work related event is considered work time. Any employee representing the Library at such a function must have approval from the Library Director prior to attendance. If the request is not approved in advance, attendance at the function will be on the employee's own time.

## **Article 11**

### **Education and Training**

**11.1 Tuition and Fees:** The Employer will reimburse all employees for tuition and regular registration fees upon satisfactory completion of courses or seminars leading to advancement or improvement of skills in the employee's field or to maintain required licensure or certification, as determined by the Employer.

An Employee must be employed with the library for at least one year before being eligible for tuition reimbursement. Eligibility will be limited to employees who are regularly scheduled to work an average of 30 hours per week. Requests will only be approved for tuition which has not been paid for by scholarships or grants. Applicability to job responsibilities and the needs of the employer are criteria used when determining course

approval. The maximum reimbursement is not to exceed three courses per year. In no case will the maximum reimbursement per employee exceed the cost per credit hours as follows:

Associate Degree Program	-	Rowan College of South Jersey
Undergraduate Degree	-	Rowan University
Masters in Library Science	-	Rutgers University

If an Employee leaves employment within the first year after receiving their degree, they must reimburse the Employer for the tuition they received.

**11.2 Submission of Requests:** Requests for educational assistance shall be submitted to the Employer at least one month prior to enrollment whenever possible. The Employer will make every effort to respond within two weeks of the request, but in no event will be liable for any expenses incurred by an employee that have not been approved.

## Article 12

### Health Benefits

- A. Effective with open enrollment, employees enrolling in the NJ Direct 2019 (CWA Plan) shall contribute to the cost of the health care premium plan at the Tier 3 contribution level under Chapter 78, P.L. 2011.
- B. Employees enrolling in NJ Direct 10 shall contribute to the cost of the health care premium plan at the Tier 4 contribution level under Chapter 78, P.L. 2011.
- C. Effective with open enrollment, employees enrolling in NJ Direct 15 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
- D. Effective with open enrollment, employees enrolling in NJ Direct 1525 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
- E. Effective with open enrollment, employees enrolling in NJ Direct 2030 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.

- F. Effective with open enrollment, employees enrolling in Horizon HMO shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
- G. Effective with open enrollment, employees enrolling in NJ Direct 2035 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
- H. Effective with open enrollment, employees enrolling in Horizon OMNIA shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
- I. Effective with open enrollment, employees enrolling in NJ Direct 4000 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
- J. Effective with open enrollment, employees enrolling in NJ Direct 1500 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.

## **Article 13**

### **Credit Union Checkoff**

**13.1 Credit Union:** The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17.

## **Article 14**

### **Vacation**

**14.1 Vacation Accrual:** All full-time employees shall be credited with vacation leave based on years of continuous service to the Employer as follows:

- a. During the first calendar month of employment, employees who are hired prior to the 16<sup>th</sup> day of the month will earn one (1) working day of vacation; all others hired prior to the 24<sup>th</sup> day of the month will earn one-half (1/2) working day of vacation. Any employee hired between the 25<sup>th</sup> and end of the month, shall not be eligible to earn vacation time until the 1st day of the following month. During the remainder of the first

calendar year, each employee will earn one additional working day of vacation for each additional full month of employment.

b. Beginning with the second calendar year of employment, employees will be entitled to twelve (12) working days of vacation.

c. Beginning with the year in which their 5<sup>th</sup> anniversary falls, employees will be entitled to fifteen (15) working days of vacation.

d. Beginning with the year in which their 12<sup>th</sup> anniversary falls, employees will be entitled to twenty (20) working days of vacation.

e. Beginning with the year in which their 20<sup>th</sup> anniversary falls, employees will be entitled to twenty-five (25) working days of vacation.

All part-time employees will receive a pro-rated vacation leave amount based on the average amount of hours they work.

**14.2 Incremental Use and Pro-Ration of Vacation Leave:** Vacation leave may be used in whole days or in increments of fifteen (15) minutes. Annual allowances will be pro-rated for part-time employees, and adjustments will be made on a pro-rata basis for employees who do not remain in pay status for the full year.

**14.3 Vacation Carryover:** Employees shall be permitted to carry over up to their full allotment of vacation days from the previous year, at their option. All vacation leave carried over must be used in the succeeding calendar year.

**14.4 Payment Upon Termination of Employment:** Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate. An employee retiring, or otherwise separating, shall be entitled to a pro-rated allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the previous year will be included.

**14.5 Scheduling of Vacation:** Vacation scheduling shall be subject to the following provisions:

a. The Employer shall provide a window period from January 2 through January 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year February 1 onward. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference according to seniority; provided, however, that in a case of a tie in seniority, preference will be given to those requests which are submitted first. Approval of vacation requests submitted during the seniority window period will be issued to employees no later than February 1 of each calendar year.

b. In case of vacation requests made outside of the window period, preference will be given to those requests which are submitted first; provided, however, that if two or more requests are submitted simultaneously, seniority shall prevail. The same preference will apply to vacation periods which begin in the month of January. It is understood that vacation requests scheduled for time during the period of January 2 through January 31 will be considered by seniority on a first come first serve basis.

d. It is understood in all cases that the scheduling of vacation must be approved by management and that approval shall be subject to legitimate operational needs. Management shall ensure that vacation requests are acted upon within two days of submission by the employee.

e. If an employee who is involuntarily reassigned to a different shift and such reassignment conflicts with previously approved of and scheduled time off, the employee will not suffer any loss of the approved of and scheduled time off.

## Article 15

### Holidays

**15.1 Specified Holidays:** There shall be a minimum of nine (9) holidays per year in accordance with the schedule below:

New Year's Day	Independence Day	Thanksgiving Day
MLK Birthday	Labor Day	Christmas Day
Veteran's Day	Day after Thanksgiving <u>(FT staff only)</u>	Memorial Day

Additional holidays shall be granted as legally mandated or by determination of the Employer. For employees that work a Monday-Friday schedule exclusively, holidays that falls on a Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

**15.2 Holiday Pay Status:** To be eligible for holiday pay, an employee must be on active pay status and must have received payment for his last scheduled day before and first scheduled day after the holiday, or the employee must be on an unpaid Union leave.

**15.3 Holiday Compensation:** When a holiday or an observed holiday falls on a employee's regularly scheduled work day and the Library Locations are closed, the employee will receive his or her normal day's pay for the holiday. If the holiday falls on a day which is not

part of a full time employee's regular work schedule, the employee will receive a substitute day off during the week in which the holiday falls.

**15.4 Day after Thanksgiving:** Library locations will be staffed on the Day after Thanksgiving holiday by part-time employees. If there are still openings, full-time employees may also volunteer, by seniority. It is understood the scheduling for the holiday will begin no later October 1 of each calendar year. In the event there are no volunteer the Library will assign fulltime employees on a reverse seniority basis.

## **Article 16**

### **Sick Leave**

**16.1 Sick Leave Accrual:** All full-time employees shall be entitled to paid sick leave as follows, to be credited in hours:

a. During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) sick day; all others hired prior to the 24th day of the month will earn one-half (1/2) sick day. Any employee hired between the 25th and end of the month, shall not be eligible to earn sick time until the 1st day of the following month.

b. During the remainder of the first calendar year, each employee will earn one (1) sick day for each additional month of employment.

c. Thereafter, each employee will be credited with 15 sick days at the beginning of each calendar year in anticipation of continued employment, to be earned at the rate of one and one-quarter (1 <sup>1</sup>/<sub>4</sub>) days per months. Unused sick leave shall accumulate to the employee's credit from year to year. If an employee resigns or otherwise separates from employment, he or she will be liable for any paid sick leave which has been used in excess of the pro-rata entitlement for the year.

All part-time employees will receive a pro-rated sick leave amount based on the average amount of hours they work.

**16.2 Use of Sick Leave:** Sick leave may be used in whole days or increments of fifteen (15) minutes, at the employee's regular rate of pay, in case of personal illness, accident, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who is seriously ill. "Immediate family" shall consist of father, mother, step-father, stepmother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, step-child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legal ward or \*egal



guardian, and any relative or domestic partner of the employee residing in the employee's household.

a. An employee taking leave to care for a family member may choose whether to use paid sick leave as authorized above or to use unpaid leave as authorized by Article 18 of this Agreement, or to use a combination of such leaves.

**16.3 Reporting of Absences on Sick Leave:** The employee shall notify the Employer of a request for sick leave by following the established procedure. Staff at the Mullica Hill branch must notify the GCLS Personnel Office and staff at other locations must notify the designated person in charge (e.g, branch manager) by telephone if reporting time is between the hours of 8:30 AM and 4:00 PM. Between the hours of 4:00 PM and 9:00 PM and on weekends and open holidays, the employee must notify the Reference Librarian on duty at the Mullica Hill branch or the person designated in charge if at a branch.

a. Failure by the employee without sufficient cause to give the required notice may result in denial of sick leave for absence and may constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

**16.4 Medical Verification:** Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. If medical evidence is required, the employee must provide such evidence within three (3) business days. Such evidence must be provided by a medical authority and specifically cover the time and date in question. Although failure to produce medical verification shall not be considered a disciplinary offense, it is understood that such failure may result in denial of sick leave.

**16.5 Substitution of Sick Leave:** In the event an employee requires sick or bereavement leave while on an approved vacation or administrative leave, the employee shall be permitted to substitute such leave accordingly with appropriate verification.

**16.6 Sick Leave Donation:** Any employee who has suffered from either a catastrophic health condition or injury or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

a. A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two months or is expected to be out of work for at least two months based on a medical prognosis.

b. An employee will eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and personal days.

c. An employee may donate up to five (5) sick days to another employee provided he or she retains a balance of at least forty (40) sick days. An employee may donate up to ten (10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of one hundred and twenty (120) days.

d. No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

**16.7 Sick Leave Buyback:** Funding permitting, all full time and part-time employees using less than 20% of the amount of sick time earned in a year will be eligible to buy back up to one (1) week (5 days) of sick time every calendar year. It is understood that for an employee to be eligible to receive the buy back payment, they must have a balance of ten (10) sick days remaining, based on their average hours worked per week. Payment will be made based on the employee's salary as of December 31 of the prior calendar year.

## **Article 17**

### **Miscellaneous Paid Leave**

**17.1 Personal Days:** Full time employees hired between January 1 and March 31 shall be entitled to five (5) personal days in their first year of service. Full time employees hired between April 1 and June 30 shall be entitled to three (3) personal days in their first year of service. Full time employees hired between July 1 and October 31 shall be entitled to two (2) personal days in their first year of service. Full time employees hired between November 1 and December 31 shall be entitled to one (1) personal day in their first year of service. Beginning with their second calendar year of employment, full time employees will be credited with five (5) personal days at the beginning of the year. Personal days may not be carried over into the next calendar year. There will be no compensation for unused personal days. Requests for personal days shall be submitted in the same manner as vacation. Employees are encouraged to use Personal Days before December 1. Personal days must be used as whole days and not as partial days.

**17.2 Emergency Excusals:** In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the employees from work without loss of pay.

a. Employees who are required to work on such days while the rest of the workforce is excused shall receive straight-time compensatory time off for the time worked. Employees who are on leave or scheduled off in such cases shall not be entitled to any additional compensation as a result of the emergency excusals.

b. Employees who are not excused from work but are nonetheless prevented from getting to the job because of emergency conditions shall be permitted to use personal days, vacation, or compensatory time off.

**17.3 Jury Duty:** Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return to work, unless expressly excused by the Library Director. An employee who is excused from work shall be required to turn over to the Employer any per diem fee received for jury duty.

**17.4 Disability Leave:** The Employer shall follow all State and Federal law regarding disability leave.

**17.5 Bereavement Leave:**

a. Employees covered under this Agreement shall suffer no loss of regular straight-time pay for absence due to death in the immediate family, up to a maximum of 4 (four) days annually.

b. For purposes of this section, "immediate family" shall include the following relatives of the employee or the employee's spouse or domestic partner: father, mother, step-father, step-mother, grandmother, grandfather, grandchild, spouse, child, foster child, step-child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, first cousin, aunt, and uncle. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household.

c. Vacation or sick leave may be utilized for bereavement in excess of the bereavement leave provided for in this section.

d. Reasonable documentation of a death in the employee's immediate family must be produced by the employee if requested by the Employer.

## **Article 18**

### **Unpaid Leaves of Absence**

**18.1 Requests for Leave:** Upon request, an employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Request for leave shall not be unreasonably denied. Upon returning from an approved leave, an employee shall be restored to his or her previous position or to an equivalent position.

- a. An employee requesting a medical leave will be required to provide a medical certification to Human Resources explaining why leave is needed.
- b. Requests for leave shall be made at least two weeks in advance whenever possible. If two weeks' notice is not possible, the employee shall give notice as soon as practicable. Except in case of emergency, requests shall be in writing. The Employer shall respond in writing as well.
- c. When requesting leave, an employee shall specify the starting date and the anticipated date of return in so far as possible. If there is to be a change in the return date, the employee will be responsible for notifying the Employer with reasonable promptness, but in event less than two weeks prior to the new return date, unless notice is waived by the Employer.
- d. Before returning to work, employees who are on leave because of their own illness or injury may be required to submit a certification from their health care provider verifying that they are able to resume working. Notice of this requirement will be given to each affected employee sufficiently in advance of the anticipated return date. Any medical inquiries made in connection with a return from leave shall be limited to the condition which occasioned the employee's leave, unless the Employer has an independent basis to believe the employee is unable to perform his or her essential functions.

**18.2 Pregnancy Leave:** Disability due to pregnancy shall be considered as any other disability in accordance with Federal Law.

**18.3 Family and Medical Leave:** All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to the employees who request leave for the following purposes:

- a. Childbirth;
- b. Care of a newborn child, a newly adopted child, or a newly placed foster child;
- c. Care of a parent, child, or spouse with a serious health condition; or
- d. A serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the proceeding 12 months (1,000 hours under the FLA) are entitled to 12 weeks of qualifying leave during a 12-month period (24-month period under the FLA). An employee's 12-month leave period shall be measured beginning with his or her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, personal days, compensatory time off shall not be counted against an employee's 12-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

**18.4 Continuation of Health Benefits:** Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Leave Act shall have coverage continued by the Employer during such leave.

## **Article 19**

### **Union Leave**

**19.1 Leave for Union Activities:** The Employer agrees to allow a total of 15 days aggregate unpaid leave annually for all employees of the Gloucester County Library System who are represented by the Union to participate in Union activities. Such days may be utilized in one-half day increments. If, however, the Local President is a member of the bargaining unit covered by this Agreement, the Employer agrees to allow 100 unpaid days, to be used either for training activities or by the Local President at his or her discretion. Requests for Union leave shall be applied for by the Local President. All requests for Union leave must be submitted at least two (2) working days in advance to the Library Director with a copy to the employee's supervisor. Waiver of the notice requirement may be granted.

**19.2 Leave for Union Office:** On request, the Employer shall allow six months unpaid leave for the Local President and one other employee to work in an elective or appointed Union position, provided the request is made at least twenty-one (21) days in advance. Such leaves shall be renewable for an additional six months, with the same notice requirement. Upon expiration of such leave, full benefits shall be restored to the affected employees.

**19.3 Release Time for Meetings with Management:** No Union representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day of the employee.

## **Article 20**

### **Grievance Procedure**

**20.1 Purpose:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as

preventing an employee with a grievance from discussing the matter informally with any appropriate supervisor.

**20.2 Definition:** The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

**20.3 General Provisions:**

a. Election of remedies: In the event a dispute is appealed to the State Merit System Board, Division on Civil Rights, court, or other forum provided by law, the appellant (i.e., employee and/or Union) shall not be entitled to pursue the matter to arbitration by means of the grievance procedure set forth herein.

b. Formal grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of the employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure.

c. A grievance must be filed within 21 calendar days after the occurrence giving rise to the grievance. Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. However, time limits for filing or responding to grievances at any step may be extended by consent of the parties.

d. Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss or regular straight-time pay, provided that permission is obtained in advance from the Library Director if this should require the union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period. Failure of a Union representative to seek advance permission to be absent from duties to investigate and process such matters is subject to disciplinary action.

e. Grievances shall be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may also be waived in appropriate circumstances by agreement of the parties.

f. Grievances processed through the steps of the grievance procedure as provided herein shall be in writing and signed by the grievant or Union representative. Responses shall also be in writing.

g. All parties shall provide discovery upon request, with reasonable promptness.

#### **Article 20.4 Steps:**

Step 1: The grievance shall be taken to the appropriate supervisor, who shall make an effort to resolve the problem and respond within seven (7) calendar days.

Step 2: If not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response to the Library Director, who shall render a decision in writing within fourteen (14) calendar days thereafter. A copy of the Step 1 filing, together with a copy of the Step 1 response, if any, shall be furnished to the Director at his or her request. If requested by the Union, an informal conference will be provided prior to the decision of the Director or his or her designee.

Step 3: If the Union is not satisfied with the decision of the Director, the matter may be appealed to the Gloucester County Library Commission within fourteen (14) calendar days after receipt of the Step 2 decision. The Commission, or their designee, shall consider the matter and render a written decision on behalf of the Commission within twenty-one (21) calendar days. If a hearing is requested at this Step, the Commission shall have up to thirty (30) days to schedule such hearing in front of the Commission.

Step 4: If the Union is not satisfied with the response to the grievance at the proceeding step, demand for arbitration may be made by the Union to the Public Employment Relations Commission within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

- a. Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement. A disciplinary grievance shall not be submitted for arbitration where a statutory right of appeal to the New Jersey Civil Service Commission is available.
- b. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
- c. No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.
- d. It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider past practice precedent.
- e. The arbitrator shall issue an award in writing to the parties, which shall be final and binding.
- f. The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost

of the hearing room shall be borne equally by the GCL Commission and the Union. Any other expenses shall be paid by the part incurring them.

## **Article 21**

### **Disciplinary Actions**

**21.1 Just Cause:** All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspensions, fines, demotions, or discharge. It is understood that demotions or discharges resulting from layoffs or NJ Civil Service Commission bumping procedures are not to be considered disciplinary actions. Except in serious cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

**21.2 Disciplinary Charges:** Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause.

**21.3 Union Representation at Hearings:** An employee is entitled to have Union-appointed representation at any disciplinary hearing. Employees who are required as witnesses at such hearings, as well as the Union representative, shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of working time to a minimum.

**21.4 Weingarten Rights:** An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled to have a Union representative present during such questioning. This shall not apply to interviews which are intended only to provide counseling, information, or instruction.

**21.5 Time Limit for Requesting Departmental Hearings:** Any employee who receives a preliminary notice of major disciplinary action pursuant to NJ Civil Service Commission rules shall be allowed ten (10) days in which to request a departmental hearing.



## Article 22

### Personnel Records

**22.1 Personnel Records and Notices:** Upon reasonable prior request, the official personnel records of any employee shall be open to the inspection of the employee, a copy of which may be provided to the employee upon request. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

**22.2 Disciplinary Records:** An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel file.

**22.3 Furnishing of Personnel Information to the Union:** The Employer will furnish to the Union on a monthly basis a listing of all new hires, resignations, terminations, title changes, out of title assignments, and transfers from one department to another within the bargaining unit. Upon reasonable prior request, the Employer will also furnish to the Union a list of home addresses for employees represented by the Union.

## Article 23

### Seniority and Breaks in Service

**23.1 Resignations:** Employees who resign will give two weeks' notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice. An employee may be permitted to rescind his or her resignation for good cause within seventy-two (72) hours after submission, at the sole discretion of the Employer.

**23.2 Seniority Defined:** Seniority will be defined as length of employment for the same jurisdiction, beginning with the employee's date of hire, without actual interruption due to resignation, retirement, or removal. Employees who resign in good standing and are subsequently rehired within sixty (60) days will be considered to have no interruption in continuous service.

## Article 24

### Job Openings

**24.1 Posting:** All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. However, such posting shall not be required in the case of regular appointments to be made from certifications

issued by the New Jersey Civil Service Commission. Employees may apply for posted positions within five (5 working days). Nothing herein shall restrict the Employer's right to assign work on an interim basis.

**24.2 Promotional Criteria:** The Employer reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

## **Article 25**

### **Layoffs**

**25.1 Notice of Layoffs:** The Employer agrees that the Union shall be given advance written notification if layoffs are anticipated, stating the reasons for such action. Layoffs shall be in accordance with NJ Civil Service Commission rules and regulations, where applicable.

## **Article 26**

### **Bulletin Boards**

**26.1 Furnishing of Union Bulletin Boards:** Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.

## **Article 27**

### **Labor-Management Liaison**

**27.1 Meetings:** Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall meet quarterly or by request of either party if circumstances warrant such a meeting. Such meetings shall be held outside of normal work hours unless mutually designated otherwise.

## Article 28

### Evaluations

**28.1 Periodic Evaluation:** Each employee may be evaluated in writing at least once per year as management may deem necessary or as required by NJ Civil Service Commission rules and regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

**28.2 Evaluation Criteria:** Employees shall be informed of evaluation criteria as soon as developed by the Employer and informed of any subsequent changes in evaluation criteria.

**28.3 Review of Evaluation:** The completed evaluation shall be shown to the employee for review, and such employee shall affix his/her signature. Such signature shall not indicate agreement or disagreement with the contents of the evaluation. A copy will be furnished to the employee concerned.

**28.4 Conference:** If requested, the supervisor or manager shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

**28.5 Reconsideration and Exceptions:** If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.

## Article 29

### Management Rights

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

(a) The executive management and administrative control of the Gloucester County Library System and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

(b) To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c) The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Gloucester County Library System after advance notice thereof to the employees and to require compliance by the employees, provided that any changes in the Employer's personnel policies and procedures are presented to the Union when distributed to department heads or within ten (10) days after adoption, whichever is sooner.

(d) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

(e) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

(f) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

**29.2 Limitations:** In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**29.3 Statutory Rights:** Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

## Article 30

### Maintenance of Operations

**30.1 Job Actions Prohibited:** The Union covenants and agrees that neither the Union nor any person acting on its behalf, will cause, authorize, engage in, sanction, assist, nor will any of its members take part in, any strike, work stoppage, slowdown, walkout or other job action against the Employer during the terms of this Agreement.

**30.2 Judicial Relief:** Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled

to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## **Article 31**

### **Military Leave**

**31.1 Statutory Rights:** Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserve, shall be entitled to such leave provisions as may be required by law.

## **Article 32**

### **Indemnification**

**32.1 Tort Claims:** The Employer will indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the scope of the employee's job duties, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, or intentional wrongdoing.

## **Article 33**

### **Severability**

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

## **Article 34**

### **Fully-Bargained Clause**

**34.1 Integration of Agreement:** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter

whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**34.2 Modification:** 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 35 Term of Agreement**

The Term of this Agreement is January 1, 2019 through December 31, 2021.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 22nd day of February 2021, DATE

FOR THE UNION

Michael Blazynski

[Signature]

[Signature]

[Signature]

FOR THE EMPLOYER

Raj S. Bhatnagar

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