

#124

AGREEMENT

Between

THE FREE PUBLIC LIBRARY OF WOODBRIDGE
WOODBRIDGE, NEW JERSEY

and

LOCAL #2923 AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

(Librarians/Clerks/Custodians)

January 1, 1996 through December 31, 1998

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ARTICLE 1

RECOGNITION

- A. The library recognizes Local Union #2923 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 Supervising Librarians, Director, Assistant Library Director, Maintenance Supervisor, 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 Union President or his/her designee. 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 Union President 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, shall meet if requested with the grievant who may be accompanied by the Union President or his/her designee and Council Representative. The Board shall render its decision in writing, within thirty (30) calendar days of receipt of the appeal or of the grievance meeting, whichever may come later.
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 Steward, the local Union President or designee, and a Council Representative.
 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, all building maintenance shifts Monday through Friday shall normally be scheduled 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m. On Saturdays, hours worked shall normally be scheduled between 8:30 a.m. and 5:30 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 twenty (20) minutes per day as a coffee break, and such coffee break may be one twenty-minute break during the day or may be two ten-minute breaks.
- 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 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. All overtime work shall be assigned on a rotating basis among the union employees within a necessary job classification. Non-union employees shall not be part of the rotation, but when assigned shall be unrestricted in performing the work necessary. An Overtime Rotation Schedule will be maintained and displayed for all departments. Non-union supervisors and assistant supervisors are not to be included. In the event an employee replies he/she is unavailable to be called in, he/she shall be considered as if he/she had accepted for rotation purposes. In the event of an emergency, the Library shall call out those persons deemed necessary to correct the emergency situation.
- I. The Library shall attempt to hire a qualified librarian for only Sunday work at a rate established by the Library. Sunday work shall be voluntary providing those volunteering are qualified to perform the necessary work and a sufficient number of employees, in the opinion of the supervisor concerned, volunteer. In the event that there are not sufficient

union employees volunteering for Sunday or Holiday overtime, non-union employees may volunteer to fill vacant slots. If an insufficient number of employees volunteer, the supervisor shall assign in reverse seniority order the number from the seniority roster he/she considers sufficient on a rotating basis from among those he/she considers qualified. With the approval of the supervisor, the employees may trade or give away Sunday work with other qualified employees.

- J. 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.
- K. 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.
- L. 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 that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, political affiliation, sexual preference, handicap, 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 employees'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. Senior Library Assistant positions shall be the exception to this rule, with Senior Library Assistant positions being promoted automatically in accordance with the policy approved as revised by the Library Board of Trustees on December 19, 1991.
- 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

TRANSFERS

- A. In filling job vacancies, the Library Director will give consideration to an employee's written request for transfer provided such request is in the best interests of the Library.
- B. In considering such requests for transfer 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 transfers, filling of vacancies, and requests for transfers 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.
- 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. In the event an employee applies after April 1 for that same calendar year, such application is subject to denial based upon reasonable Library needs and the vacation time must then be reapplied for.

Vacation time must be used in the year earned unless the use of vacation time is denied by the Director or his/her designee because of business necessity. The time carried over must then be used the following year or it will be lost. Notwithstanding the above, this clause will be phased in over an approximately three year period ending December 31, 1998. 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 calendar year of employment.

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

Librarians

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

Clerks/Custodians

one (1) to three (3) years - twelve (12) work days
over three (3) to seven (7) years - fifteen (15) work days
over seven (7) to ten (10) years - eighteen (18) work days
over ten (10) to twenty (20) years - 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.

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, spouse, child, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren. 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 death of an employee's step-mother, step-father or step-child, the employee shall be granted three (3) working days 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. The Board, upon reasonable notice, shall permit six (6) workdays with pay each odd calendar year (such as 1983, 1985, etc.) and twelve (12) workdays with pay each even calendar year (such as 1982, 1984, etc.) to be utilized by the Union for convention or other Union-sponsored legal activity. Such six (6) or twelve (12) workdays are assigned to the Union and may be utilized, as example, by one employee for a maximum total of six (6) or twelve (12) workdays per calendar year or, for example, by six (6) or twelve (12) separate employees for one (1) workday each for a maximum of six (6) or twelve

(12) workdays per calendar year. Such six (6) or twelve (12) workdays may be divided among librarians, clerks, custodians and maintenance personnel but shall not exceed six (6) or twelve (12) per year. 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 equal to 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 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. A written list of Union officials and stewards shall be furnished to the Library immediately after their designation, and the Union shall notify the Library promptly of any changes of such Union stewards or officers.
- B. Representatives of the Union, who are not employees of the Library, may be permitted to visit with employees during working hours with the permission of the Library Director.
- C. The Board shall permit the Union officers and 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.

ARTICLE 18

RIGHTS OF VISITATION

The Council representative shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Library Director or his/her designee for permission to visit, which permission shall be reasonably granted, 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.

ARTICLE 19

WAGES

- A. Effective January 1, 1996 all employees who were on the payroll on that date shall receive a \$648.00 increase on their base salary in effect on December 31, 1995. Employees hired after January 1, 1996 but before July 1, 1996 shall receive a pro-rated amount.

- B. Effective July 1, 1996 all employees who are on the payroll on that date shall receive a two percent (2%) increase on their base salary in effect on June 30, 1996.
- C. Effective January 1, 1997 all employees who are on the payroll on that date shall receive a two and one-half percent (2.5%) increase on their base salary in effect December 31, 1996.
- D. Effective January 1, 1998 all employees who are on the payroll on that date shall receive a two and one-half percent (2.5%) increase on their base salary in effect on December 31, 1997.
- E. 1. Step System for Employees Hired prior to January 1, 1996.

Current employees hired prior to January 1, 1996 who have additional steps on the step guide in their current title will receive the steps as they come due as set forth in Appendix C. If the employee is promoted he/she will not be eligible for any additional steps in the new position, but will receive the promotional increase set forth below. Library Assistant, Fran O'Donnell, whose promotion was proposed prior to July 1, 1996 will be permitted to finish the steps in Grade 2.

Grade levels with the titles set forth in each grade are set forth in Appendix B.

Notwithstanding the above, persons who are promoted from the special repromotion list will be paid at the rate they would have been paid absent the demotion effective from the date of their repromotion.

In addition, the following conditions shall apply concerning the step system:

- a. All employees on the payroll as of January 1, 1987 shall have an anniversary date established solely for the purpose of the Step System in accordance with the following schedule:

Employees on January 1, 1987 who have been in grade for:
17 to 20 or more years--January 15th anniversary date;
13 to 16 years--February 15th anniversary date;
10 to 12 years--March 15th anniversary date;
8 to 9 years--April 15th anniversary date;
7 years--May 15th anniversary date;
6 years--June 15th anniversary date;
5 years--July 15th anniversary date;
2 to 4 years--August 15th anniversary date;
1 year--September 15th anniversary date;
less than 1 year--October 15th anniversary date.

- b. Employees hired after January 1, 1987, but prior to January 1, 1996, shall have an anniversary date of the 15th of the month in which they were hired for purposes of the Step System.

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.

F. Promotions.

1. Employees hired prior to January 1, 1996.

At the time of promotion an employee hired before January 1, 1996 shall receive a five percent (5%) amount added to their existing base salary. 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. Senior Library Assistants promoted to Supervising Library Assistants will have their promotion based on level 4 step E salary.

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

New employees hired on or after January 1, 1996 shall receive the five percent (5%) increase or the new starting salary for the position (as set forth in Appendix B); whichever is greater when promoted.

- G. 1. The Board agrees to pay, as a fringe benefit, the following longevity plan for current employers 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.

Employees hired on or after January 1, 1996 are not entitled to longevity.

- H.
 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 involves the payment upon retirement or death only 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.
- I. For the duration of this Agreement the Board shall continue granting the same insurance 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.

- J. 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, however, not to exceed six dollars (\$6.00) as travel payment, and such travel payment shall be computed only as straight time and not included for the purposes of determining overtime compensation.
- K. The meal allowance shall be ten dollars (\$10.00) 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:
- a. \$6.00 - breakfast
 - b. \$10.00 - lunch
 - c. \$15.00 - dinner
 - d. (x amount) - hotel bill
- Reimbursement will be made to employees upon presentation of receipts for expenditures.
- L. The mileage payment shall be the mileage rate allowable by the IRS, and published by the Library.
- M. If an employee works a higher classified position for twenty (20) consecutive work days he/she shall begin drawing a higher rate on the twenty-first (21st) work day and shall continue thereafter for as long as such employee does the work at the higher classification, the minimum rate for the higher paid position or a six percent (6%) 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.
- N. A custodian shall be called in for the closing of a branch after normal closing hours if a non-library group is using the meeting room.
- O. 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.

- P. Library Assistants shall be promoted to Senior Library Assistant within one (1) year of passing the Senior Library Assistant test. (see attached policy)

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 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. 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. Librarians or clerks, on a staggered pre-approved schedule, shall be permitted the time to attend the New Jersey Library Association annual convention or the New Jersey Association of Library Assistants Conference, dependent upon the availability of funds. 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 once per employee every 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.
- H. The terms of this Agreement shall apply to those employees on the payroll as of July 10, 1996, as well as those who resigned in good standing, retired or were on medical leave of absence from January 1, 1996 to July 10, 1996. Persons who were terminated for

cause or who resigned not in good standing between January 1, 1996 and July 10, 1996 shall not be entitled to benefits hereunder.

ARTICLE 22

DURATION

This Agreement shall take effect as of January 1, 1996 and shall remain in effect until December 31, 1998. 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

Barbara A. Wyatt

Edwin Beberman

DATED: 7/31/96

LOCAL #2923 AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES

Louis M. Congelini

Leslie D. Kessler

DATED: 7/31/96

APPENDIX A

TITLES COVERED BY UNION CONTRACT:

Library Intern
Principal Librarian
Principal Librarian (Children's)
Senior Librarian
Senior Librarian (Children's)
Senior Librarian (Reference)
Librarian
Librarian (Reference)
Library Trainee
Senior Clerk Typist
Clerk Typist
Supervising Library Assistant
Senior Library Assistant
Library Assistant
Principal Library Assistant
Graphic Artist
Audio Visual Supervisor
Audio Visual Aids Clerk
Senior Graphic Artist
Senior Audio Visual Aids Clerk
Account Clerk
Senior Maintenance Repairer
Building Maintenance Worker
Senior Building Maintenance Worker
Assistant Supervising Maintenance Repairer
Librarian (Children's)
Supervising Maintenance Repairer

APPENDIX B

FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 1996:

NINE (9) GRADE LEVELS WITH TITLES:

GRADE I
Library Assistant
Clerk Typist
Audio Visual Aids Clerk

GRADE II
Senior Library Assistant
Senior Clerk Typist

GRADE III
Principal Library Assistant
Building Maintenance Worker
Senior AV Aids Clerk

GRADE IV
Graphic Artist
Senior Maintenance Repairer
Account Clerk
Senior Building Maintenance Worker

GRADE V
Audio Visual Supervisor
Supervising Library Assistant
Senior Graphic Artist
Assistant Supervising Maintenance Repairer

GRADE VI
Library Interne
Library Trainee

GRADE VII
Librarian
Librarian (Reference)
Librarian (Children's)

GRADE VIII
Senior Librarian
Senior Librarian (Children's)
Senior Librarian (Reference)
Supervising Maintenance Repairer

GRADE IX
Principal Librarian
Principal Librarian (Children's)

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1996 THE FOLLOWING GRADES AND STARTING SALARIES SHALL APPLY:

GRADE I
Library Assistant
Clerk Typist
Audio Visual Aids Clerk

SALARY
\$16,346.00

GRADE II	
Senior Library Assistant	\$18,652.00
Senior Clerk Typist	
GRADE III	
Principal Library Assistant	\$21,537.00
Building Maintenance Worker	
Senior AV Aids Clerk	
GRADE IV	
Graphic Artist	\$23,252.00
Senior Maintenance Repairer	
Account Clerk	
Senior Building Maintenance Worker	
GRADE V	
Audio Visual Supervisor	\$27,737.00
Supervising Library Assistant	
Senior Graphic Artist	
Assistant Supervising Maintenance Repairer	
Library Interne	
Library Trainee	
GRADE VI	
Librarian	\$32,290.00
Librarian (Reference)	
GRADE VII	
Senior Librarian	\$39,955.00
Senior Librarian (Children's)	
Senior Librarian (Reference)	
GRADE VIII	
Principal Librarian	\$43,008.00
Principal Librarian (children's)	

APPENDIX C**Wage Rates January 1, 1996****For full-time employers hired
prior to January 1, 1996**

Step	A	B	C	D	E
I			\$19,014	\$20,116	\$21,284
II				\$22,863	\$24,196
III			\$24,847	\$26,299	\$27,838
IV					\$30,004
V				\$33,683	\$35,665
VI					\$36,491
VII		\$35,360	\$37,963	\$40,762	\$43,770
VIII					\$54,006
IX					\$58,084

**For part-time employees hired
prior to January 1, 1996**

Step	A	B	C	D	E
I		\$9.87	\$10.44	\$11.05	\$11.69
II					\$13.29
III					\$15.29
IV					\$16.48
V					\$19.59
VI					\$20.04
VII	\$18.09	\$19.42	\$20.85	\$22.39	\$24.04
VIII					\$29.67
IX					\$31.91

Wages Rates July 1, 1996

**For full-time employees hired
prior to January 1, 1996**

Step	A	B	C	D	E
I			\$19,394	\$20,518	\$21,710
II				\$23,320	\$24,680
III			\$25,344	\$26,825	\$28,395
IV					\$30,604
V				\$34,357	\$36,378
VI					\$37,221
VII			\$38,722	\$41,577	\$44,645
VIII					\$55,086
IX					\$59,246

**For part-time employees hired
prior to January 1, 1996**

Step	A	B	C	D	E
I		\$10.07	\$10.65	\$11.27	\$11.92
II					\$13.56
III					\$15.60
IV					\$16.81
V					\$19.98
VI					\$20.44
VII	\$18.45	\$19.81	\$21.27	\$22.84	\$24.52
VIII					\$30.26
IX					\$32.55

Wage Rates January 1, 1997**For full-time employees hired
prior to January 1, 1996**

Step	A	B	C	D	E
I				\$21,031	\$22,252
II				\$23,903	\$25,297
III			\$25,977	\$27,496	\$29,105
IV					\$31,369
V					\$37,288
VI					\$38,151
VII	\$34,437	\$36,969	\$39,690	\$42,617	\$45,762
VIII					\$56,463
IX					\$60,727

**For part-time employees hired
prior to January 1, 1996**

Step	A	B	C	D	E
I			\$10.92	\$11.55	\$12.22
II					\$13.89
III					\$15.99
IV					\$17.23
V					\$20.48
VI					\$20.95
VII		\$20.30	\$21.80	\$23.41	\$25.13
VIII					\$31.02
IX					\$33.36

Wage Rates January 1, 1998

**For full-time employees hired
prior to January 1, 1996**

Step	A	B	C	D	D
I				\$21,557	\$22,809
II				\$24,501	\$25,929
III			\$26,627	\$28,183	\$29,832
IV					\$32,153
V					\$38,220
VI					\$39,105
VII	\$35,298	\$37,893	\$40,683	\$43,682	\$46,906
VIII					\$57,875
IX					\$62,245

**For part-time employees hired
prior to January 1, 1996**

Step	A	B	C	D	E
I				\$11.84	\$12.53
II					\$14.24
III					\$16.39
IV					\$17.66
V					\$20.99
VI					\$21.48
VII			\$22.34	\$23.99	\$25.76
VIII					\$31.80
IX					\$34.20

APPENDIX D

POLICY ON THE AUTOMATIC PROMOTION OF LIBRARY ASSISTANTS

Effective this date, staff who are classified as Library Assistant will be promoted to Senior Library Assistant at such time as they meet the following criteria:

1. One year of experience as a Library Assistant at the Woodbridge Public Library prior to taking the Senior Library Assistant test.
2. A letter from their Supervisor (Branch head or Department Supervisor) specifying that they are qualified to be a Senior Library Assistant and which states specifically as to how they work independently within their job responsibilities.
3. Having taken and passed the Senior Library Assistant test.

If the staff member has met all the above criteria and they have not accepted, refused, or signed off on an offered position, they shall be promoted to Senior Library Assistant one year from the date that they were certified as passing the Department of Personnel test for Senior Library Assistant.

Staff may also attain the classification of Senior Library Assistant through the regular process of applying for or taking the test for a posted position.

It shall be understood that this policy shall affect only the Library Assistant class employee. This is due to the fact the Department of Personnel job descriptions are so similar. No other classes shall be automatically promoted based on experience and/or longevity.