

2828

UNION CONTRACT

1996, 1997, 1998, 1999

ENGLEWOOD PUBLIC LIBRARY

31 Engle Street

Englewood, New Jersey 07631

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INTRODUCTION

It is hereby agreed and stipulated that the Public Library City of Englewood recognizes Local 29, R.W.D.S.U. AFL-CIO as the sole Collective Bargaining Agent for all the employees of the Library, excepting those excluded by PERC at the representation election held on May 12, 1977 (i.e., Director, Assistant Director, Administrative Assistant/Confidential Secretary, Bookkeeper).

The Employer agrees to deduct the Union weekly dues and initiation from the pay of those employees who individually request in writing that such deductions be made by executing an authorization assignment form acceptable to the Board. The amounts to be deducted shall be recertified to the Employer by an Officer of the Union, and the aggregate deductions of all employees shall be remitted to the Office of the Union, together with a list of the names of all employees for whom the deductions were made, by the 10th day of the succeeding month after each deduction is made. It is understood that such authorization shall remain in effect for the term of this Agreement providing it does not contravene any law.

The Union shall have an agency shop at the prescribed 85% as per statute.

The Union shall indemnify and hold harmless the Library from any and all claims by employees included within the bargaining unit respecting the withholding of representational fees.

ARTICLE I - WORKING CONDITIONS

1-1 Work Week and Work Hours

A. The regular work week for full-time employees shall be 35 hours.

B. The regular work week for part-time employees shall not be less than 18 hours nor greater than 35 hours.

1-2 Meals

Full-time employees and part-time employees working more than five hours on any single day shall receive one hour, without pay, for lunch or dinner.

1-3 Rest Periods

All employees shall be entitled to one 15 minute paid break for each 3-1/2 hour working period.

1-4 Overtime

A. There shall be no overtime authorized except as determined by the Library Director.

B. Overtime shall be paid for hours worked in excess of 35 hours per week at time and one half.

C. Overtime for any hours or part thereof worked on Sundays shall be paid at double time.

D. Employees called in to work on a regular day off shall be entitled to a minimum of three (3) hours pay.

E. Compensatory time off, in lieu of pay, may be taken subject to the consent of both the Employee and the Library.

1-5 Pay Period

The Library Staff will be paid on a biweekly basis.

ARTICLE II - RECRUITMENT AND APPOINTMENTS

2-1 Basis for Appointment

Appointments shall be made at the discretion of the appointing authority.

2-2 Ban on Discrimination

There shall be no discrimination, interference or coercion by the Board of any of its agents against the employees represented by the Union because of membership or activity in the Union. Neither the Library board nor the Union shall discriminate against any employee because of race, creed, color, age, sex, national origin or sexual orientation provided, however, that this section shall not be subject to arbitration under the grievance procedure. In the event of a dispute which the parties are unable to resolve, either party may refer the dispute to the appropriate state or federal agency.

2-3 Probation

All new employees shall be on probation for a period of six months. During probation an employee may be discharged at the discretion of the Library Director.

ARTICLE III - PROMOTIONS AND TERMINATIONS

3-1 Evaluation

All employees shall receive a minimum of one formal evaluation review by the Library Director or department head while on initial probation and, thereafter, receive a minimum of one evaluation per year. All evaluations must be given to the employee in writing.

3-2 Promotions

A. Vacancies shall be filled at the sole discretion of the Board.

B. The Library will endeavor to fill vacant positions by promoting employees from lower rate job titles, where such employees have the qualifications and abilities to perform the work. However, the final decision shall be at the sole discretion of the Library. Any such vacancy shall be posted according to Section 3.3.

C. An employee shall serve a three month probationary period during which any evaluation for performance shall be made by the Director or designee. If an employee is found unsatisfactory during the probationary period, the employee will be allowed to return to their

former or similar position. However, if the promotion resulted in a raise, the salary shall be reduced appropriately.

3-3 Job Posting

The Library will post for all new full-time positions and promotions for 10 days. In the case of an emergency, the position can be filled within five days.

3-4 Terminations

Any employee may be discharged at the discretion of the Library with one month's notice, provided, however, that one month's notice shall not be required for discharges arising from disciplinary proceedings. Terminations other than for discipline or reductions in force shall be preceded by an unsatisfactory evaluation. Terminations due to a reduction in force shall be in inverse order of seniority within each position except where an employee possesses specialized skills or training required to perform a particular task, and where an employee having greater seniority does not possess such specialized skills or training. An employee whose job position is eliminated may replace an employee having less seniority in a lower salaried job position provided such employee is qualified to perform such lower salaried job position. Employees either terminated or reduced in position as a result of a reduction in force shall be offered re-employment if the position which was abolished is reinstated or if a vacancy occurs in a lower salaried position in which they are qualified to hold within one year of such employee's termination or reduction in position, in the order of seniority.

3-5 Out-of-Classification Work

If a vacancy occurs for other than vacation, sick leave or holiday, an employee/employees will be assigned by the Director to the higher classification, with an increase of 20% of their current salary or a salary not to exceed the rate for the higher classification. the assignment, once accepted, will be up to six months and/or until the position is filled. After six months, the employee has the option of resigning.

ARTICLE IV - SALARIES AND CLASSIFICATIONS

4-1 Classifications

All staff members are accorded a job classification. The classifications plan and salary range, with minimum amounts, are set for each classification, as follows:

Library Assistant
Senior Library Assistant
Principal Library Assistant

Library Trainee
Paraprofessional
Custodial/Maintenance
Librarian
Senior Librarian
Principal Librarian
Program Coordinator

4-2 **Salary Increases**

Minimum salaries shall be provided as specified in the Agreement, provided, however, that with respect to any covered employee currently receiving a salary in excess of the minimum, such employee shall receive a salary increase on a percentage basis equal to the increase in the minimum salary for such position. Permanent part time employees shall receive minimum salaries proportional to the number of scheduled hours they work.

(See Addendum for Job Classification Salaries)

ARTICLE V - HOLIDAYS AND EMERGENCY CLOSINGS

5-1 **Policy**

Designated holidays shall be allowed as days off with pay or, if worked, shall be compensated as herein provided. Staffing for holidays and Sundays may be selected either from covered employees who volunteer or from outside the bargaining unit, on an as needed basis, at the discretion of the Library Director.

5-2 **Description of Holidays**

A. The following days are hereby designated as holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

B. Christmas Eve and New Year's Eve will be one-half day holidays

C. When a designated legal holiday falls on a Sunday, the following Monday shall be designated as the holiday for the purposes of this contract.

D. In addition to these holidays mentioned above, each person may select two additional days to be designated as floating holidays. A floating holiday is to be taken with prior approval of the Director (example: Yom Kippur, Good Friday, etc.).

5-3 Payment of Compensation for Holidays

A. Full-time employees shall receive full pay for all holidays on which they do not work, except that when a holiday falls on a scheduled day off, or during a vacation period, the employee shall be given compensatory time off.

B. Permanent part-time employees receive paid holidays proportional to the number of scheduled hours they work.

C. Employees shall be paid at a rate 1 and 1/2 times their salary for designated holidays on which they work.

5-4 Emergency Closing

Employees shall be paid for the hours they were scheduled to work while the library is closed due to an emergency closing.

ARTICLE VI - VACATION REGULATIONS AND PERSONAL DAYS

6-1 Eligibility

A. All full-time members of the staff shall be entitled to vacation based on the schedule provided in Section 6-2. Part-time employees shall receive vacation on a pro-rata basis.

B. No vacation with pay may be taken that has not been accrued.

6-2 Schedule

<u>Years of Service</u>	<u>Length of Vacation</u>
One full year	12 days
Two to fifteen years, inclusive	22 days per year (accrued at 1-5/6 day per month)
Over fifteen years	25 days per year

B For periods of less than one year service, vacation is accrued at the rate of one day per month, no credit being given for partial months. No employee may take vacation during initial probationary period.

6-3 Vacation Allowance

Holidays falling during a vacation shall not be counted as a vacation day.

6-4 Deferred Vacations

Vacations shall not be carried over to the following vacation year unless deferred at the request of the Director. When any vacation is so deferred, it is to be given precedence in rescheduling for a definite period in the next year. Deferred vacations must be kept to an absolute minimum.

6-5 Regular members of the staff with at least one year's service, who submit resignations with at least one month's notice for professionals or two weeks notice for nonprofessionals shall be entitled to earned vacation time.

6-6 Approval

Employees shall apply for vacations on or before April 1 of each year. Vacation time shall be approved on the basis of seniority within each department. Requests for vacation during a specified time may be denied by the Library if the Library Director determines that the granting of such vacation time would unduly interfere with the operation of the Library.

Requests for vacations after April 1 must be submitted one week in advance for the approval of the Library Director.

6-7 Personal Days Off

A In addition to the regular holiday and vacation time, full-time employees shall be allowed three extra days per year to be used for personal business.

B. Requests for personal days must be submitted reasonably in advance for the approval of the Library Director.

C. Personal days shall not be added to sick leave or vacations, nor shall they be cumulative from one year to the next.

ARTICLE VII - SICK LEAVE AND EMERGENCY LEAVE

7-1 Sick leave

A. Sick leave means the absence of any employee because of illness, accident, exposure to contagious disease, medical or dental appointment, or attendance upon a sick member of his immediate family. (Immediate family means father, mother, spouse, child, sibling or relative residing in the employee's household.)

B. All full-time employees shall accrue sick leave at the rate of 1-1/4 days per month for a total of fifteen days each year. Part-time employees on a regular schedule receive sick leave proportionately pro-rated. Unused sick leave is accumulated from year to year to be used as needed.

C. Granting of additional sick leave will be at the discretion of the Board of Trustees.

D. Upon retirement, under provision of the Public Employee's Retirement System, an employee shall be entitled to receive payment for all accumulated sick leave not used at the time of retirement within the bounds of provision (f) below.

E. An employee in good standing whose employment terminates after two years of service with the Library shall receive a lump sum payment equal to 1/2 the amount of his accumulated sick leave not used at the time of termination, provided he is not discharged for cause other than physical disability.

F. After eight years he shall receive 75% of the amount of the accumulated unused sick leave, and upon such termination after twenty years, or upon termination because of physical disability, he shall receive 100% of his accumulated unused sick leave. However, a maximum of \$12,000 will be placed on terminal sick leave.

7-2 Emergency Leave

A. In the event of a death in the immediate family (immediately family as described above) an emergency leave of up to three days with pay may be granted by the Library Director. Additional days may be granted from accumulated sick leave.

B. In the event of a death in the non-immediate family an emergency leave up to two days may be granted from accumulated sick days.

7-3 Sick Leave Verification

A. As used in this section,

- (i) the terms "disability" or "disabled" shall mean either a mental or physical condition, including an illness, infirmity, injury or other mental or physical condition, which (1) renders an employee unable to perform the normal duties of his position and which condition is permanent; or (2) renders an employee unable to perform the normal duties of his position for a period of 120 work days within any twelve month period or 180 work days within any 24 month period; or (3) renders an employee unable to satisfactorily pass physical or mental performance tests established for a particular job description; or (4) results in an employee taking excessive sick leave.
- (ii) The terms "sick leave abuse" or "abusing sick leave" shall mean use of sick leave which is not justified by illness, injury or other physical or mental conditions as certified by the City physician or a pattern of sick leave taken on either a repeated or consistent basis in excess of normal usage.
- (iii) The term "excessive sick leave" shall mean sick leave taken during a one year period beyond the number of days granted by ordinance or collective bargaining agreement within a one year period, not attributable to a traumatic injury or extended illness, as evidenced by a physician's certificate.

B. The Library may require any employee to submit to medical examination, which shall be at the expense of the Library, whenever the Library believes that such employee may be disabled, or is abusing sick leave.

C. The physician performing such examination shall forward his report of said examination, together with his conclusions or recommendations concerning disability of the employee, or abuse of sick leave, to the Library and also to the employee. The employee shall have the right to have himself or herself examined by another physician of his or her choice, and at his or her expense, and if he or she chooses to do so, may submit the report, conclusion and recommendation of that physician to the Library.

D. If after reviewing the report of the Library's designated physician, together with any other reports submitted by the employee, the Library concludes that the employee is disabled

or is abusing sick leave, the Library shall provide a written notice thereof to the employee and may take such disciplinary or other action as the Library may deem appropriate.

ARTICLE VII - HOSPITAL, INSURANCE AND PENSION

8-1 Hospitalization

The Library provides hospital and medical insurance coverage through the City of Englewood's insurance program for all full-time employees and part-time employees on a regular schedule for at least 20 hours per week, and for their dependents to age 23. Library employees must be working in the Library for a period of three months to qualify for coverage. To transfer coverage, one month's notice must be given to the Library. The level of coverage shall be that provided under the City of Englewood's insurance program. All employees are covered by the State of New Jersey Workmen's Compensation Law which provides for certain payments to employees in case of work-connected injury. Report all injuries immediately to the Library Director.

8-2 Insurance

All members are insured under the Public Employee's Retirement System's Non-Contributory Group Life Insurance Plan. Any employee under 60 years of age must participate in the System's Contributory Group Life Insurance Plan during the first year (12 months) of membership. Thereafter, he may cancel the contributory coverage if he desires. The current contribution rate for the coverage is .75% of salary. The amount of life insurance depends on three things: salary, age, and membership status. For active members insured under the Non-Contributory and Contributory plans, the coverage is three times yearly salary.

8-3 Pension

A. All permanent employees paid \$500 or more per annum, and paid in each quarter of the calendar year, automatically become members of the Public Employees Retirement System of New Jersey. The percentage of salary which you must contribute to the P.E.R.S. is determined by the system based on your age at the time you join. Retirement benefits are based on the regular service retirement provisions.

B. Members who leave employment prior to retirement are entitled to receive a refund of their pension contributions, with interest. However, no interest is payable on a return of contributions when a period has been a contributing member for less than three years.

8-4 **Social Security**

All employees are covered by Social Security.

8-5 **Prescription Drug Plan**

The Library provides a Prescription Drug Plan under the City of Englewood for all permanent full-time and permanent part-time (twenty + hours) employees.

8-6 **Retirement**

Upon retiring under the pension system before age 65, the Library will pay for medical coverage for the employees and their spouses. At age 65, the Library will no longer pay for employees and spouses under this provision.

ARTICLE IX - RESIGNATIONS AND LEAVES

9-1 **Resignations**

Professional members of the staff are expected to give at least one month written notice and all other employees two weeks written notice.

9-2 **Leaves of Absence**

A. Leave without pay is granted at the discretion of the Board of Trustees for a period not exceeding six months and may be extended for an additional six months. Request for leave of absence without pay for health or personal reasons must be submitted in writing to the Library Director. All leaves, accompanied by the recommendations of the Library Director, must be submitted for approval to the Library Board.

B. The Library Director would take the following factors into consideration:

- (i) Length of time the employee has served the Library;
- (ii) Benefits which would result for the Library;
- (iii) Expectations of the employee to return to the Library.

C. After an approved leave of absence, the employee may return to the Library at the same job classification with no loss of longevity, accrued sick leave or pension.

9-3 Maternity leave (Non-Paid)

Maternity leave will be granted within an appropriate time period. Application for the non-paid maternity leave must be presented to the Director and the Board within sixty days of the requested date for the leave to be effective. Only one maternity leave will be granted during a twelve month period to the same employee. Maternity leave procedures will conform to the current laws. If there are any modifications or changes, this clause will be brought into conformity with the changes or modifications.

9-4 Jury Duty

All employees of the Library absence because of jury duty shall be compensated for that portion which is less than full salary.

ARTICLE X - PROFESSIONAL ENRICHMENT PROGRAM

10-1 Professional Organizations and Conferences

Staff are encouraged to belong to and participate in the activities of professional organizations at the local, state and national level. At the discretion of the Director and approved by the Board, the Library will pay one-half of the membership fee for one professional association to be selected by each staff member. Staff attendance at professional or allied conferences is encouraged. A fair rotation among staff attendance at conferences and meetings will be give to those who are members of the various library associations. Time off with pay may be allowed and full or partial expenses paid for related fees and expenses at the discretion of the Director.

10-2 Subscriptions - Professional Literature

All staff members, at Library expense, may select one professional periodical to be addressed to him or here at the Library.

10-3 Professional Incentive Program

A. Staff members are encouraged to take courses that are job related and of value to the Library. Requests must be submitted in advance to the Library Director for prior approval by the Board. The Library will pay full tuition for successful completion.

B. If a course is attended at the specific request of the Director and approved by the Board, the employee will receive full tuition and time off.

C. The Library will pay 50% for tuition for courses deemed to be of value by the Board, recommended by the Director and approved by the Board, which lead to a degree in Librarianship in a matriculating graduate program.

10-4 **In-Service Training**

The Board of Trustees and the Director will, from time to time, organize an in-service training program to improve staff performance. This will include seminars, lectures and group discussions at no cost to the employees.

10-5 **Professional Leave**

A. Leave for the professional staff may be granted by the Board of Trustees upon the recommendation of the Library Director, provided that:

- (i) The leave will directly benefit his or her work at the Library;
- (ii) The staff member has been with the Library at least seven consecutive years;
- (iii) He or she agrees to continue working in the Library for at least one year upon completion of the leave.

B. Leave will be one year at half pay or six months at full pay.

ARTICLE XI - PROFESSIONAL CONDUCT

11-1 **Rules of Conduct**

A. The first duty of the Library staff is service to the public. Each person should be given friendly, courteous and prompt service. No matter what the request, it should be considered important.

B. Staff members should show proper restraint and tact at all times. Difficult situations or people should be brought to the attention of the Director.

C. The staff should always be alert and approachable. Patrons should not be made to feel that the staff is completely absorbed in work or conversation and thus too busy to help them.

D. Telephone calls should be answered pleasantly and with identification.

E. Whenever possible, calls of a personal nature should be made on the public telephone.

F. Each member of the staff is a representative of the Library and discretion should be exercised in all public comments.

11-2 **Disciplinary Policy.**

The Board of Trustees reserves the right to implement reasonable rules and regulations for employee's conduct and discipline as a managerial right. The reasonableness of such rules and regulations shall not be subject to arbitration under the Grievance Procedure provided, however, that the interpretation, application or violation of such rules or regulations shall be subject to arbitration under the Grievance Procedure

ARTICLE XII - GRIEVANCE PROCEDURE

SECTION I

Step 1

An employee having a grievance will present it, in writing, within five working days of occurrence, either by himself or with a Union Shop Committee representative, to the Department Head.

If the grievance is not satisfactorily adjusted within one full working day after presentation to the Department Head, the grievance shall be presented to the Library Director. Upon presentation, the Library Director shall meet within five working days, for discussion of the grievance with the employee, the chairperson of the Union Shop Committee, and the Department Head. Within five working days following the conclusion of said discussion, the Library Director shall either:

- A. adjust the grievance;
- B. find the grievance unjustified.

Step 2

If the result of Step 1 is not satisfactory to the employee and the Union Shop Committee, the employee may proceed by filing a written grievance with the Personnel Committee of the Library Board of Trustees, by serving a copy thereof upon the Library Director, within five working days after the Library Director's determination made in accordance with Step 1. The chairperson of the Personnel Committee of the Board of Trustees, or his or her designee, and the employee, the chairperson of the Union Shop Committee, and a Union official shall meet within

twenty days after receipt of the written grievance. The Personnel Committee of the Library Board of Trustees shall have the right to have an advisor present. The Personnel Committee of the Library Board of Trustees shall present the facts of the case and its recommendations for action to the entire Board for a decision within forty five days.

Step 3

If the parties are unable to resolve their dispute in Step 2, the parties may mutually agree to submit the dispute to a mediator supplied by the N. J. Mediation Board for a non-binding recommendation

Step 4

If the result of Step 3 is not satisfactory to the employee and the Union, the authorized representative of the Union may proceed to final and binding arbitration, before and pursuant to the Rules of the New Jersey Public Employees Relation Commission, by serving notice of its desire for final and binding arbitration upon the Library Director, either personally or by certified mail, within ten working days after the termination of Step 3 and by filing a request for arbitration with PERC within ten (10) days thereafter, unless mutually extended by the parties.

SECTION 2

The cost for the service of the arbitrator shall be borne equally by the Library and the Union.

SECTION 3

Grievance by the Library

The Library or its authorized representative, if it wishes to present a grievance, shall present the same to the Union Shop Committee, either orally or in writing. Upon failure of adjustment it may proceed directly to final and binding arbitration before and pursuant to the Rules of the New Jersey Public Employee Relations Commission by serving notice upon the Union by certified mail.

SECTION 4

Waiver of Grievance Right

The failure of the employee or his representative to proceed according to the four step procedure herein set forth within the time period therein prescribed shall be deemed to constitute

a waiver by the employee of his rights to proceed further, either administratively, by arbitration or judicially.

SECTION 5

Miscellaneous

Any time limits in this section may be extended by mutual agreement of the parties.

ARTICLE XIII - MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself, without limitations, 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 rights:

- (i) The executive management and administrative control of the Library and its properties and facilities and the activities of its employees while on duty.
- (ii) To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (iii) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, rule or regulation.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment 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 Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board's Powers, rights, authority, duties and responsibilities under *NJSA 40* or *40A* or any other national, state, county or local laws or ordinances.

ADDENDUM

JOB CLASSIFICATION SALARIES

CLASSIFICATION	1996	1997	1998	1999
Library Assistant	24,164	25,373	26,582	27,791
Senior Library Assistant	25,452	26,725	27,998	29,271
Principal Library Assistance	26,850	28,193	29,536	30,879
Paraprofessional	27,054	28,407	29,760	31,113
Library Trainee	29,598	31,078	32,558	34,038
Custodian/maintenance	25,458	26,731	28,004	29,277
Librarian	32,882	34,526	36,170	37,814
Senior Librarian	35,322	37,088	38,854	40,620
Principal Librarian	37,888	39,782	41,676	43,574
Program Coordinator	32,970	34,619	36,268	37,917

Increases are effective January 1st of each designated year and shall be retroactive for the years 1996 and 1997 with respect to only those employees who have remained in the employ of the Library as of the date of this contract.