

ARTICLE VIII

UNION BUSINESS

- A. No more than one (1) Union designee at a time, who must be either an officer or the shop steward, may have a reasonable amount of time to investigate and process grievances during working hours without loss of pay. However, under no circumstances shall such representatives interfere with the work of others and before leaving their work stations they must consult with their supervisor and obtain permission, which permission will not be unreasonably denied.
- B. Any meeting between the employer and any Union representative which relates to grievances shall be held during a mutually scheduled time. Such meetings shall normally be during working hours and shall be on the employer's premises without loss of pay. However, the employer reserves the right, under special circumstances, to hold such meetings during non-working time.
- C. Paid time under Sections A and B above shall be limited to a maximum of one (1) hour.

D. In addition to the above, the designated Union representatives shall be allowed a reasonable amount of time, provided permission is first secured from the supervisor, for posting Union notices, distributing reasonable amounts of Union literature, transmitting Union communications authorized by the Local, or its officers, to the Library, or its representatives, and consulting with the Library, or its representatives, concerning the enforcement of any provision of this Agreement.

E. During negotiations of a successor contract to this one, negotiation meetings shall be scheduled at a mutually convenient time. Should such meetings be scheduled during normal working hours, the Library shall provide that a maximum of two (2) employees shall receive no loss in pay for a maximum of three (3) hours each per meeting.

ARTICLE IX
GRIEVANCE PROCEDURE

- A. 1. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint, difference, or dispute between the Library and any covered employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.
2. In addition to grievances arising with regard to the interpretation, application or violation of this Agreement, an employee may raise a grievance involving the interpretation, application or violation of administrative decisions or policies which affect his/her terms and conditions of employment. However, it is expressly understood that grievances of this nature shall end with Step Two, and the decision of the Library Director shall be final.

B. The procedure for settlement of grievances shall be as follows:

1. STEP ONE:

In the event that any employee covered by this Agreement has a grievance, within ten (10) calendar days of the occurrence of the event being grieved, the employee shall notify his/her steward and then discuss it informally with the immediate supervisor. The supervisor shall decide the grievance within seven (7) calendar days after the grievance is first presented to him/her.

2. STEP TWO:

If the grievant wishes to appeal the decision at Step One, the grievance shall be presented in writing to the Library Directory or his/her delegated representative within ten (10) calendar days. The Library Director or his/her authorized representative shall give the Union the opportunity to be heard by way of an informal non-adversarial conference, limited to the Library Director his/her representative, the grievant, his/her representative and one local Union representative. The Director will give his/her decision in writing within twenty (20) calendar days of receipt of the written grievance.

3. STEP THREE:

- (a) If the grievance is not settled through Steps One or Two, the grievant may refer the matter to the New Jersey State Board of Mediation within fifteen (15) calendar days after the determination by the Library Director, or his/her designee. An arbitrator shall be selected and shall serve pursuant to the rules of the New Jersey State Board of Mediation.
- (b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall set forth his findings of fact and conclusions of law and the reasons for making his award. The decision of the arbitrator shall be final and binding upon the parties.
- (c) The cost for the services of the arbitrator shall be borne equally by the Library and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

- C. Any employee covered by this Agreement shall have the right to process his/her own grievance, provided that a Union representative may be present as an observer at any hearing.
- D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied and the grievance shall move to the next step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.
- E. If an employee elects to use the Grievance Procedure, he/she shall waive his/her right to any Civil Service remedy. In no event shall any arbitration hearing be held sooner than thirty (30) days from the final determination by the Library Director.

- F. The Library shall give written notice to the Union of any grievance meetings which take place at the Director's level or above.

- G. The Union reserves the right to have a non-employee Union representative present at any grievance meeting at the Director's level or above.

ARTICLE X

LEAVES OF ABSENCE WITHOUT PAY

- A. A request for a leave of absence without pay should be in writing stating the length of time and the reason, and should be submitted to the Library Director at least sixty (60) days before the anticipated leave, except in emergency or if the leave prevents notice that far in advance.
- B. The Library Director may authorize such leave and, if so, shall submit his/her authorization to the Library Board for its approval. The Board shall review each individual case on its merit and, without establishing a precedent, may provide a leave of absence without pay for a period of up to six (6) months for good cause.
- C. Leaves may be extended one time for the same duration as originally granted, at the discretion of the Library Board.
- D. Employees on such approved leave shall not lose any accrued seniority benefits.
- E. In the case of maternity leaves, the Library shall not deny such leaves provided a doctor's certificate is submitted certifying the fact that the employee is pregnant.

F. No employee shall be entitled to unpaid maternity leave of absence under this Article until he/she has been employed at the Library for a minimum of eighteen (18) consecutive months.

G. During an unpaid leave of absence, an employee shall receive no benefits from the Library. If an employee wishes to continue group health insurance coverage at his or her own expense, this may be accomplished, if possible, through the normal procedures and practices as established between the Library and the Village of Ridgewood.

ARTICLE XI

SENIORITY

A. Seniority means an employee's length of continuous service with the Library since his/her last date of hire. Part-time work of twenty (20) hours or more per week shall be deemed the same as full-time work for the purposes of calculating and accruing seniority.

B. Probationary Period

All new employees hired shall be considered as probationary employees for the first ninety (90) days of their employment. This period may be extended an additional thirty (30) days upon notice to the Union for non-permanent employees. When an employee completes his/her probationary period, he/she shall be entered on the seniority list retroactive to his/her date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive those salary and fringe benefits afforded to all regular employees which are earned.

It is specifically understood that during the probationary period, an employee may be disciplined or terminated without recourse to any grievance procedure.

C. Breaks from Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within six (6) months, the break in continuous service shall be removed from his record.

D. Conflicts with Civil Service

If, according to Civil Service, their rules or regulations conflict with any portion of this Agreement, then such rules or regulations shall prevail.

E. Any employee who is hired on a regular temporary basis and who is subsequently transferred to permanent status without a break in service shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hiring as a temporary employee.

F. In the case of a transfer of an employee outside the bargaining unit, such employee shall retain seniority if he or she re-enters the bargaining unit.

ARTICLE XII

HOURS OF WORK

- A. Full-time Library employees are employed for a thirty-five (35) hour week, exclusive of a one (1) hour non-paid lunch period for each full seven (7) hour day worked. This does not include custodians who are employed for a forty (40) hour week, exclusive of a one (1) hour non-paid lunch break.

- B. Because of the nature of the Library service, Library employees are subject to working evening and Saturday hours. Such Saturday hours shall be considered as any weekday hours for the purposes of this Agreement. The Library shall endeavor to schedule Saturday work on a rotational basis so that all full-time employees shall have every other Saturday off.

- C. Sunday work shall normally be voluntary; however, the Library will continue its present practice of hiring part-time employees in the event that there is insufficient staff for Sunday work. In an emergency, if there are not sufficient volunteers or part-time employees, the Director may assign employees involuntarily on a rotational basis in accordance with inverse job classification seniority.

- D. Each staff member shall have a rest period of fifteen (15) minutes of Library time for each seven (7) hours of continuous work. The fifteen (15) minute time period shall be strictly adhered to.
- E. Lunch Periods and Meal Periods
All employees covered by this Agreement shall have one (1) hour of their own time (unpaid) for each seven (7) hour shift.
- F. The regular hours of work each day for all employees, except custodians, shall be consecutive. Reference to consecutive hours of work in this Article shall be construed to exclude lunch periods. However, an employee may be scheduled to a split shift on an emergency basis.
- G. Work schedules showing the employees' shifts, workdays and hours shall be posted at each work location.
- H. Under normal conditions, individual working hours shall not be changed unless mutually agreed upon by the employee and the Library. However, working hours may be shifted to adjust to any individual condition upon the request of the Library Director or his/her designee and upon notice to the Union.

- I. If an employee desires to take work-related courses, such employee shall advise the Library Director thirty (30) days in advance. The Library shall endeavor to schedule such employee's hours to accommodate such courses.
- J. Provided the Library's service is not affected, leave with no loss of pay shall be provided to individuals in order to take Civil Service exams. The Library reserves the right to limit the number of employees out at any one time for this purpose.
- K. Unless he or she volunteers, an employee shall not be sent home during his/her regularly scheduled shift for the purpose of recalling such employee to work for another work shift which either begins at the end of the employee's regular work shift or any time thereafter, except in the event of an emergency.

ARTICLE XIII

OVERTIME

- A. Full-time employees, when required to work additional hours beyond their regularly established workweek as determined by the Library Director, shall be granted compensatory time off, to be arranged with the Library Director. This compensatory time off shall be on a straight time basis.
- B. Compensatory time accumulations may not exceed a total of fourteen (14) hours in any one time and shall be taken during the calendar year accumulated unless specifically waived because of special circumstances by the Library Director.
- C. Compensatory time shall be available only insofar as applicable Federal Law allows.
- D. Custodians who work a forty (40) hour week, when asked to work overtime which then makes their workweek total over forty (40) hours, shall be paid at a rate of time and one-half (1 1/2) for hours worked over forty (40).
- E. Overtime work shall basically be voluntary. However, if there are no volunteers, the Library Director may assign

overtime to employees by inverse job classification seniority. If there is no one available within the same classification, then the Library Director may assign overtime to an employee in another classification. This paragraph applies to work not directly contiguous to an employee's regular work only. All employees shall be expected to work a reasonable amount of overtime on a voluntary basis.

F. Overtime work shall be distributed as equitably as possible to employees in the same job classification and within a department, unit or subdivision on a rotational basis, provided the employee can do the available work.

G. If an employee is called in to work for a period other than the normally scheduled workday, he or she shall be guaranteed a minimum of two (2) hours of pay at straight time in lieu thereof.

ARTICLE XIV
PROMOTIONS AND FILLING OF VACANCIES
(NON-COMPETITIVE OR PROVISIONAL)

- A. The term promotion means the advancement of an employee to a higher paying position.

- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay, location of the job and the nature of the job requirements in order to qualify. Such posting shall usually be for a period of ten (10) days wherever possible.

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

- D. The Library shall fill such job openings or vacancies (if it is determined that such jobs shall be filled) from among those employees who have applied, who meet the standards of

the job requirements as determined by the Library, except that if there is more than one employee who is qualified for the job, as determined by the Library, then such position shall be filled by selecting from among those so qualified, the employee with the greatest seniority.

- E. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the trial period, then such employee shall be restored to his/her former position.

ARTICLE XV

TEMPORARY JOB OPENINGS AND TRANSFERS

- A. Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of extended illness or leave of absence for a period of six (6) months or less. Job openings that recur on a regular basis shall not be considered temporary job openings.
- B. Assignments for such temporary openings shall be made by the Library Director, and if it is decided to utilize existing personnel for such assignments, the employee so assigned shall receive either his/her own rate of pay or the rate of pay of the newly assigned position, whichever is higher, provided the assignment is for a period of at least one (1) week. The Library retains the right to hire temporary employees.
- C. Transfers
1. Employees desiring to transfer to other jobs shall submit an application in writing to the Library Director. The application shall state the reason for the requested transfer.
 2. If there are qualified volunteers, there shall be no involuntary transfers. If there are no such

volunteers, then the Library Director may transfer from those he/she judges to be most qualified the least senior employee.

ARTICLE XVI

PERMANENT PROMOTIONS, LAYOFFS AND RECALLS

- A. In all cases of layoffs and recalls and permanent promotions, Civil Service Regulations and Rules shall prevail.

- B. In the event the Library plans to lay off employees for any reason, the Library shall notify the Union, wherever possible, at least thirty (30) days prior to such layoff. If the Union requests to discuss the anticipated layoff, the Library shall meet with and confer with the Union regarding such layoffs. This section in no way limits the right of the Library to lay off such employees.

ARTICLE XVII

VACATION

- A. Librarians and clerical employees working full time shall receive twenty (20) working days' vacation after one (1) year's employment, to and including twenty-five (25) years of employment, and twenty-five (25) working days thereafter. Full time custodians are entitled to thirteen (13) days after one (1) year's employment, to and including ten (10) years of service, sixteen (16) days for the eleventh (11th) through the twentieth (20th) year of service, and twenty (20) days per year thereafter. Regular part-time employees, and those who have worked less than a year, are eligible for a vacation leave on a pro rata basis. However, no new employee is eligible for vacation leave during the first six (6) months of employment, although it shall be earned during that period. In all cases of vacation, at least four (4) weeks' advance notice must be given to the Library.
- B. Vacation allowance is to be taken during the year in which earned. Seniority of appointment and position are taken into consideration in the determination of when vacation leaves are approved by the Library Director.

- C. If an employee finds, because of extenuating circumstances, that it is not possible to take all of the allotted vacation days during any one (1) year, a balance of up to five (5) days only may be taken during the following year, provided advance approval is obtained in writing by the Library Director.
- D. An employee who has given proper notice and who has either resigned or retired or is discharged shall not be deprived of any unused vacation he/she had accumulated at the time of separation. However, an employee who is terminated for acts of theft, violence or vandalism shall not be eligible for such unused vacation.
- E. Employee vacation requests will generally be granted at the time requested by the employee and within the guidelines established herein and in Paragraph F below. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time or prevent any employee from being on vacation at the same time or prevent any employee from being on vacation at a given time, then the employee with the greatest seniority in job classification shall be given first choice of vacation period in the event of any conflict over vacation period.

F. Vacations shall be taken in minimum blocks of one (1) week at a time. However, up to one (1) week of vacation may be taken in individual blocks of one (1) day or more. All vacations exceeding one (1) week in duration shall be taken during the period May 1 through October 31 of each calendar year. Exceptions to this paragraph may be made upon presentation of good cause at the discretion of the Library Director.

ARTICLE XVIII

SICK LEAVE

- A. Full-time employees shall accumulate sick leave on the basis of fifteen (15) days per year (1 1/4 days per month). Regular part-time employees are eligible for sick leave on a pro rata basis.

- B. Sick leave refers to the absence of an employee due to personal illness, accident, exposure to contagious disease, medical or dental appointment, maternity leave or attendance upon a sick member of the employee's immediate family. Immediate family shall be defined, for the purpose this Article, as father, mother, spouse, child, sister, brother or relative residing in the employee's household. Sick leave not used shall accumulate from year to year to be used if needed.

- C. The Library Director may require proof of the need for sick leave whenever such requirement appears desirable, in his discretion.

- D. Up to two (2) sick days per year may be used for personal emergencies. One (1) week's notice shall be provided to the Director, or his/her designee, unless emergency circumstances prevent such notice.

ARTICLE VIII

UNION BUSINESS

- A. No more than one (1) Union designee at a time, who must be either an officer or the shop steward, may have a reasonable amount of time to investigate and process grievances during working hours without loss of pay. However, under no circumstances shall such representatives interfere with the work of others and before leaving their work stations they must consult with their supervisor and obtain permission, which permission will not be unreasonably denied.
- B. Any meeting between the employer and any Union representative which relates to grievances shall be held during a mutually scheduled time. Such meetings shall normally be during working hours and shall be on the employer's premises without loss of pay. However, the employer reserves the right, under special circumstances, to hold such meetings during non-working time.
- C. Paid time under Sections A and B above shall be limited to a maximum of one (1) hour.

D. In addition to the above, the designated Union representatives shall be allowed a reasonable amount of time, provided permission is first secured from the supervisor, for posting Union notices, distributing reasonable amounts of Union literature, transmitting Union communications authorized by the Local, or its officers, to the Library, or its representatives, and consulting with the Library, or its representatives, concerning the enforcement of any provision of this Agreement.

E. During negotiations of a successor contract to this one, negotiation meetings shall be scheduled at a mutually convenient time. Should such meetings be scheduled during normal working hours, the Library shall provide that a maximum of two (2) employees shall receive no loss in pay for a maximum of three (3) hours each per meeting.

ARTICLE IX
GRIEVANCE PROCEDURE

- A. 1. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint, difference, or dispute between the Library and any covered employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.
2. In addition to grievances arising with regard to the interpretation, application or violation of this Agreement, an employee may raise a grievance involving the interpretation, application or violation of administrative decisions or policies which affect his/her terms and conditions of employment. However, it is expressly understood that grievances of this nature shall end with Step Two, and the decision of the Library Director shall be final.

B. The procedure for settlement of grievances shall be as follows:

1. STEP ONE:

In the event that any employee covered by this Agreement has a grievance, within ten (10) calendar days of the occurrence of the event being grieved, the employee shall notify his/her steward and then discuss it informally with the immediate supervisor. The supervisor shall decide the grievance within seven (7) calendar days after the grievance is first presented to him/her.

2. STEP TWO:

If the grievant wishes to appeal the decision at Step One, the grievance shall be presented in writing to the Library Directory or his/her delegated representative within ten (10) calendar days. The Library Director or his/her authorized representative shall give the Union the opportunity to be heard by way of an informal non-adversarial conference, limited to the Library Director his/her representative, the grievant, his/her representative and one local Union representative. The Director will give his/her decision in writing within twenty (20) calendar days of receipt of the written grievance.

3. STEP THREE:

- (a) If the grievance is not settled through Steps One or Two, the grievant may refer the matter to the New Jersey State Board of Mediation within fifteen (15) calendar days after the determination by the Library Director, or his/her designee. An arbitrator shall be selected and shall serve pursuant to the rules of the New Jersey State Board of Mediation.
- (b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall set forth his findings of fact and conclusions of law and the reasons for making his award. The decision of the arbitrator shall be final and binding upon the parties.
- (c) The cost for the services of the arbitrator shall be borne equally by the Library and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

- C. Any employee covered by this Agreement shall have the right to process his/her own grievance, provided that a Union representative may be present as an observer at any hearing.
- D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied and the grievance shall move to the next step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.
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- F. The Library shall give written notice to the Union of any grievance meetings which take place at the Director's level or above.

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ARTICLE X

LEAVES OF ABSENCE WITHOUT PAY

- A. A request for a leave of absence without pay should be in writing stating the length of time and the reason, and should be submitted to the Library Director at least sixty (60) days before the anticipated leave, except in emergency or if the leave prevents notice that far in advance.
- B. The Library Director may authorize such leave and, if so, shall submit his/her authorization to the Library Board for its approval. The Board shall review each individual case on its merit and, without establishing a precedent, may provide a leave of absence without pay for a period of up to six (6) months for good cause.
- C. Leaves may be extended one time for the same duration as originally granted, at the discretion of the Library Board.
- D. Employees on such approved leave shall not lose any accrued seniority benefits.
- E. In the case of maternity leaves, the Library shall not deny such leaves provided a doctor's certificate is submitted certifying the fact that the employee is pregnant.

F. No employee shall be entitled to unpaid maternity leave of absence under this Article until he/she has been employed at the Library for a minimum of eighteen (18) consecutive months.

G. During an unpaid leave of absence, an employee shall receive no benefits from the Library. If an employee wishes to continue group health insurance coverage at his or her own expense, this may be accomplished, if possible, through the normal procedures and practices as established between the Library and the Village of Ridgewood.

ARTICLE XI

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D. Conflicts with Civil Service

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E. Any employee who is hired on a regular temporary basis and who is subsequently transferred to permanent status without a break in service shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hiring as a temporary employee.

F. In the case of a transfer of an employee outside the bargaining unit, such employee shall retain seniority if he or she re-enters the bargaining unit.

ARTICLE XII
HOURS OF WORK

- A. Full-time Library employees are employed for a thirty-five (35) hour week, exclusive of a one (1) hour non-paid lunch period for each full seven (7) hour day worked. This does not include custodians who are employed for a forty (40) hour week, exclusive of a one (1) hour non-paid lunch break.

- B. Because of the nature of the Library service, Library employees are subject to working evening and Saturday hours. Such Saturday hours shall be considered as any weekday hours for the purposes of this Agreement. The Library shall endeavor to schedule Saturday work on a rotational basis so that all full-time employees shall have every other Saturday off.

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- D. Each staff member shall have a rest period of fifteen (15) minutes of Library time for each seven (7) hours of continuous work. The fifteen (15) minute time period shall be strictly adhered to.
- E. Lunch Periods and Meal Periods
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ARTICLE XIII

OVERTIME

- A. Full-time employees, when required to work additional hours beyond their regularly established workweek as determined by the Library Director, shall be granted compensatory time off, to be arranged with the Library Director. This compensatory time off shall be on a straight time basis.

- B. Compensatory time accumulations may not exceed a total of fourteen (14) hours in any one time and shall be taken during the calendar year accumulated unless specifically waived because of special circumstances by the Library Director.

- C. Compensatory time shall be available only insofar as applicable Federal Law allows.

- D. Custodians who work a forty (40) hour week, when asked to work overtime which then makes their workweek total over forty (40) hours, shall be paid at a rate of time and one-half (1 1/2) for hours worked over forty (40).

- E. Overtime work shall basically be voluntary. However, if there are no volunteers, the Library Director may assign

overtime to employees by inverse job classification seniority. If there is no one available within the same classification, then the Library Director may assign overtime to an employee in another classification. This paragraph applies to work not directly contiguous to an employee's regular work only. All employees shall be expected to work a reasonable amount of overtime on a voluntary basis.

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G. If an employee is called in to work for a period other than the normally scheduled workday, he or she shall be guaranteed a minimum of two (2) hours of pay at straight time in lieu thereof.

ARTICLE XIV
PROMOTIONS AND FILLING OF VACANCIES
(NON-COMPETITIVE OR PROVISIONAL)

- A. The term promotion means the advancement of an employee to a higher paying position.

- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay, location of the job and the nature of the job requirements in order to qualify. Such posting shall usually be for a period of ten (10) days wherever possible.

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

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the job requirements as determined by the Library, except that if there is more than one employee who is qualified for the job, as determined by the Library, then such position shall be filled by selecting from among those so qualified, the employee with the greatest seniority.

- E. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the trial period, then such employee shall be restored to his/her former position.

ARTICLE XV

TEMPORARY JOB OPENINGS AND TRANSFERS

- A. Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of extended illness or leave of absence for a period of six (6) months or less. Job openings that recur on a regular basis shall not be considered temporary job openings.
- B. Assignments for such temporary openings shall be made by the Library Director, and if it is decided to utilize existing personnel for such assignments, the employee so assigned shall receive either his/her own rate of pay or the rate of pay of the newly assigned position, whichever is higher, provided the assignment is for a period of at least one (1) week. The Library retains the right to hire temporary employees.
- C. Transfers
1. Employees desiring to transfer to other jobs shall submit an application in writing to the Library Director. The application shall state the reason for the requested transfer.
 2. If there are qualified volunteers, there shall be no involuntary transfers. If there are no such

volunteers, then the Library Director may transfer from those he/she judges to be most qualified the least senior employee.

ARTICLE XVI

PERMANENT PROMOTIONS, LAYOFFS AND RECALLS

- A. In all cases of layoffs and recalls and permanent promotions, Civil Service Regulations and Rules shall prevail.

- B. In the event the Library plans to lay off employees for any reason, the Library shall notify the Union, wherever possible, at least thirty (30) days prior to such layoff. If the Union requests to discuss the anticipated layoff, the Library shall meet with and confer with the Union regarding such layoffs. This section in no way limits the right of the Library to lay off such employees.

ARTICLE XVII

VACATION

- A. Librarians and clerical employees working full time shall receive twenty (20) working days' vacation after one (1) year's employment, to and including twenty-five (25) years of employment, and twenty-five (25) working days thereafter. Full time custodians are entitled to thirteen (13) days after one (1) year's employment, to and including ten (10) years of service, sixteen (16) days for the eleventh (11th) through the twentieth (20th) year of service, and twenty (20) days per year thereafter. Regular part-time employees, and those who have worked less than a year, are eligible for a vacation leave on a pro rata basis. However, no new employee is eligible for vacation leave during the first six (6) months of employment, although it shall be earned during that period. In all cases of vacation, at least four (4) weeks' advance notice must be given to the Library.
- B. Vacation allowance is to be taken during the year in which earned. Seniority of appointment and position are taken into consideration in the determination of when vacation leaves are approved by the Library Director.

- C. If an employee finds, because of extenuating circumstances, that it is not possible to take all of the allotted vacation days during any one (1) year, a balance of up to five (5) days only may be taken during the following year, provided advance approval is obtained in writing by the Library Director.
- D. An employee who has given proper notice and who has either resigned or retired or is discharged shall not be deprived of any unused vacation he/she had accumulated at the time of separation. However, an employee who is terminated for acts of theft, violence or vandalism shall not be eligible for such unused vacation.
- E. Employee vacation requests will generally be granted at the time requested by the employee and within the guidelines established herein and in Paragraph F below. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time or prevent any employee from being on vacation at the same time or prevent any employee from being on vacation at a given time, then the employee with the greatest seniority in job classification shall be given first choice of vacation period in the event of any conflict over vacation period.

F. Vacations shall be taken in minimum blocks of one (1) week at a time. However, up to one (1) week of vacation may be taken in individual blocks of one (1) day or more. All vacations exceeding one (1) week in duration shall be taken during the period May 1 through October 31 of each calendar year. Exceptions to this paragraph may be made upon presentation of good cause at the discretion of the Library Director.

ARTICLE XVIII

SICK LEAVE

- A. Full-time employees shall accumulate sick leave on the basis of fifteen (15) days per year (1 1/4 days per month). Regular part-time employees are eligible for sick leave on a pro rata basis.
- B. Sick leave refers to the absence of an employee due to personal illness, accident, exposure to contagious disease, medical or dental appointment, maternity leave or attendance upon a sick member of the employee's immediate family. Immediate family shall be defined, for the purpose this Article, as father, mother, spouse, child, sister, brother or relative residing in the employee's household. Sick leave not used shall accumulate from year to year to be used if needed.
- C. The Library Director may require proof of the need for sick leave whenever such requirement appears desirable, in his discretion.
- D. Up to two (2) sick days per year may be used for personal emergencies. One (1) week's notice shall be provided to the Director, or his/her designee, unless emergency circumstances prevent such notice.