



AGREEMENT
BETWEEN

THE CARTERET FREE PUBLIC LIBRARY
LOCAL 3850 – SUBCHAPTER 1
AND

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

EFFECTIVE: JANUARY 1, 2009 THRU DECEMBER 31, 2013

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Preamble

This Agreement entered into by the Carteret Library Board of Trustees, hereinafter referred to as the "Library", and Local 3850, Subchapter 1, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Library and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1- Recognition

The Library recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its full-time and permanent Part Time employees in the classifications listed in Article 7 of this Agreement. Permanent Part Time employees shall be entitled to prorated sick, vacation, and holiday pay. They shall not be entitled to employer paid health benefits, but to the extent allowed by code and applicable state law they may purchase health insurance through the employer if available and if applicable.

Article 2- Deductions

The Borough Treasurer 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 Council #73 AFSCME, Nottingham Village Square, 2653A Whitehorse-Hamilton Square Road, Hamilton, New Jersey, 08690, together with a list of names of all employees for whom the deductions were made by the 15th day of the succeeding month after such deductions are made.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join the Union within thirty (30) days of initial employment within the unit, and any employee previously employed within 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 85% of the regular Union membership dues, fees and assessments as certified to the Library by the Union. The Union may raise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to representation fees 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 for a successor Agreement between the Union and the Library. For the purpose of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Library harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Library in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Library shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

Article 3 – Union Stewards and Officers

A written list of Union Officers 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 Officers and/or Stewards.

Representatives of the Union who are not employees of the Library shall be permitted to visit with employees during working hours upon proper notification to the Library Director, and providing there is no undue disruption of Library operations.

Officers and Stewards of the Local unit may call the Local's representatives during the course of the work day to inform the representatives, of any pertinent business concerning the Local unit, after giving the Library Director 48 hours notice, and providing that there is no disruption of Library operations. Further provisions shall be made for one member of the Local unit, or an alternate member, to attend regular Union meetings so that the remaining members of the Local unit may be informed of the proceedings of the Union meeting.

Article 4 – Non-Discrimination

There shall be no discrimination by the Library or the Union against any employee on account of race, color, creed, sex, age, national origin, religion, political affiliation, marital status, or sexual preference to the extent applicable by State law. There shall be no discrimination, interference, restraint, or coercion by the Library or any of its representatives against any of the employees covered by this Agreement because of their membership or non-membership in the Union because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered by this Agreement who is not a member of the Union and shall not solicit membership in the Union or the payment of dues during working time.

Article 5 – Safety Committee

The Library shall use the Borough of Carteret's Safety Committee as the Safety Committee of the Library. The purpose of this Safety Committee shall be to review working conditions at the Library and, also, to review accidents that occur at the Library.

All jobs currently being done shall be reviewed for any potential safety hazards in their performance. All new jobs shall also be reviewed. If the majority of the Safety Committee agrees that a job is unsafe, then work shall cease provided that the Library be given the opportunity to remedy the unsafe conditions(s).

The Library shall comply with the established Public Employee Occupational Health and Safety Administration standards and practices. The publications defining these standards and practices shall be obtained by the Library and maintained in the Library for review by the Library's employees, the Union, and the Safety Committee. Any employee, group of employees or employee representative who believes that a violation of standard exists, or that an imminent danger exists, may request an inspection by giving notice to the applicable authority (the Safety Officer or his/her designee) of the violation or danger. The Safety Committee shall respond in writing to any such requests for inspection of violations or potential dangers within thirty (30) days from the date of the initial request. The findings of any such investigations will be placed in the records of the Safety Committee and shall be made available for review by employee, the Union, groups of employees or employee representatives. The Library shall also make information as documented in the Right To Know manuals available for employees to use as a reference in performance of their job duties.

As the Library is open to the public, there is a potential for certain dangerous situations that may develop from employees interactions with the public. Examples of such situations would be drunken or disorderly persons inside the Library, or loitering on Library property. The Library shall establish the practice of scheduling at least two (2) employees to work in the building at all times when the building is open to the public. The Library shall also provide police emergency call devices (panic buttons) at locations throughout the Library. The Library shall also schedule and carry out regular fire drills and emergency evacuation procedures. All employees are to be instructed in the use of police call buttons, fire extinguishers, fire alarms, and any other safety devices, measures and procedures established and instituted by the Library. In addition, the Library shall establish guidelines for employees to follow as regards to employee's responsibility towards members of the public during an emergency situation. Any necessary and/or appropriate training, in these areas of employee responsibility, shall be provided by the Library.

In addition to the above noted measures, the Library shall also designate members of the Library's governing board to be called upon in cases of emergency need. This is for the purpose of employees being able to receive instructions from these designated authorities as regards to measures to be taken in emergency situations. The Library shall also maintain a telephone call list for the purpose of notifying employees of unexpected delayed openings and closures of the Library due to weather (or other) conditions. The Library shall notify employees at least one (1) hour prior to regular work start time when there will be a delayed opening or closure of the Library. The Library shall also maintain a medical emergency data file for each employee to be referred to in case an employee should require emergency medical attention.

All employees currently employed and new hires, shall have an orientation session, provided by the Library, to outline any and all safety measures, procedures and policies established by the Library. All employees shall be notified of any changes to the above noted safety measures, etc. Written documentation of all safety measures, etc., shall be maintained at the Library and be readily available to all employees at all times.

Article 6 – Grievance Procedure

Section A – Definition – A grievance shall be a claim by the Library or an employee, or by the Union that either the Employer, individual employee, group of employees, or the Union has been harmed by the interpretation or application of the terms and conditions of this Agreement. A grievance shall also be a claim by the Union that an individual employee, group of employees, or the Union has been harmed in the interpretation or application of Employer-Employee rules and regulations as heretofore adopted or as may in the future be duly adopted.

Section B – Procedure – The following procedure shall be followed with reference to grievances:

Step 1

- a. An individual or the Union shall have twenty (20) days from the occurrence, or from when they should reasonably have know of the occurrence, to file a grievance, in writing, with the Library Director, setting forth the facts and violations alleged to have occurred. Should the grievant, or Library Director attempt to work the grievance out informally and fail to do so, then the time limit to file a written grievance shall commence from the last communication conducted on the matter.
- b. The Library Director shall have fifteen (15) days from the receipt of the written grievance or any meeting mutually conducted on the matter, whichever is later, to render a decision in writing, setting forth the findings and the reasons for the decision, and shall submit the decision, along with the original grievance, to the Sub-Local Union President or designee of the President.
- c. Failure to comply with the time limits herein shall be deemed a denial of the grievance and shall entitle the Union to proceed to the next Step.
- d. Grievances which arise out of action taken by the Library Board of Trustees, and which are deemed by the Library Director to be outside of the Director's remedial authority, shall be filed at and commence with Step 2, rather than with Step 1.

Step 2

- a. Within ten (10) days of receipt of or due date of the Library Director's response, the Union, if not satisfied with the disposition of Step 1, may submit the grievance, jointly and simultaneously, to the Library Board of Trustees.
- b. A meeting between the Union and the Library Board of Trustees shall be convened within fifteen (15) days of the filing of the grievance. Such meeting shall be at a time and place mutually acceptable to the parties.
- c. The position of the Union, along with any witnesses and/or documents relevant to the case, shall be presented to the Library Board of Trustees.
- d. Following the conclusion of the meeting, it shall be the responsibility of the Library Board of Trustees to render its decision, in writing, citing its findings of fact and reasons for said decision, to the Sub-Local Union President or designee of the President. Said written notice shall be received no later than ten (10) days following the conclusion of this Step 2 meeting above.

Step 3

- a. Should the Union not be satisfied with the disposition of Step 2, or should a decision not be received in the designated time, the Union or its representative, solely and exclusively, may submit the grievance to binding arbitration.
- b. A Panel of Arbitrators shall be requested from the New Jersey Public Employment Relations Commission (PERC). Notice shall be served on the Library by submitting a copy of said request to the Library Board of Trustees President.
- c. The selection of the arbitrator shall be in accordance with Rules and Regulations of PERC. Likewise, the conduct of the hearing and all related proceedings shall be in accordance with the Rules and Regulations of PERC.
- d. It is understood that only the Union or its designated representative, singly and solely, shall have the right to institute the arbitration process.

Section C – Limitations – Any grievance of other matters in dispute not settled at the lower Steps may be submitted to binding arbitration, except those items which are specifically exempt from the process by preemptive statutory language or judicial decision by court of competent jurisdiction.

Section D – Arbitration

1. The arbitrator shall conduct his/her hearing in accordance with the Rules and Regulations of PERC.
2. The decision of the arbitrator shall be in writing and shall set forth the findings of fact and rationale for the decision on all parties.
3. The decision of the arbitrator shall be final and binding on all parties.
4. The arbitrator shall consider only the matter submitted to PERC for hearing and decision.
5. The arbitrator shall not have the authority to add to, subtract from, or modify in any way the provisions of this Agreement.

Section E – Cost – The cost of the arbitrator’s services, if any, shall be borne equally by the Employer and the Union. Any other costs shall be borne by the parties incurring the same.

Article 7 – Titles Covered by This Agreement

The full-time and permanent part time job titles covered by this Agreement shall be categorized and listed as follows:

Library Titles	Principal Library Assistant Senior Library Assistant Senior Library Assistant – Typing Library Assistant
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Clerical Titles	Clerk Typist
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The Library shall agree to include other titles in this Agreement as regards to any changes in an employee’s title due to changes of job duties or promotion. The Library shall also agree to include in this Agreement any job titles to be added to the Library due to the hiring of new employees who are hired for such titles should the employees wish to become members of the Union.

Article 8 – Seniority

Seniority shall be defined as an employee's total length of service with the Employer, beginning with the employee's original date of hire. Any authorized leave of absence is considered to be continued service. Seniority dates apply only to full-time employment.

- A. Seniority shall be given preference in promotions, demotions, layoff and recall for any position in the Library. For promotions, the employee must be able to demonstrate any ability to do the job required. Where qualifications, skills and abilities are equal, seniority shall govern the promotion of employees.

The principal of seniority shall govern and control for all cases of decreases or increases in the work force as well as preference and choice of vacation period.

- B. The Library shall maintain an accurate, up-to-date seniority roster, showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.
- C. The Library shall promptly advise the appropriate Union representatives of any changes which necessitate amendments to the seniority list.
- D. The agreed to seniority lists shall be brought up to date on January 1st and July 1st each year and posted on internal (not for public view) bulletin boards.

Article 9 – Days and Hours of the Work Week and Emergency Closings

It shall be recognized that the workweek schedule is different for the full-time and permanent part time Library titled and Clerical titled workers. These differences in scheduling are outlined in the succeeding paragraphs of this Agreement.

Library Titled Workers & Clerical Titled Workers:

Hours of Work – Regular workday for full-time employees shall consist of eight (8) consecutive hours of work, in addition to an unpaid one-hour lunch period. The regular work week shall consist of not more than forty (40) hours, including lunch periods; or thirty five (35) work hours consisting of five (5) seven (7) hour days.

Management shall schedule employees for work between the hours of 9:00 a.m. – 8:00 p.m., Monday through Saturday. Employees will receive an OFF day during the same week in which the Saturday is worked. No differential shall be paid for the hours worked between 6:00 p.m. – 8:00 p.m. Time and one-half shall be paid for any hours worked beyond those specified in the workweek.

Library hours may fluctuate seasonally, for six (6) weeks during the year the Library may at the Administration's discretion have hours of operation of 9:00 a.m. to 9:00 p.m. Examples of such weeks may include but are not limited to Spring break, week of mid terms, and the week of finals, the weeks before HSPT, and or SAT testing among others.

Employees will not be required to work split shifts except in cases of emergencies.

Employees may be required to work two nights per week on an emergency basis.

The current work schedules for employees will remain consistent with the hours of operation of the Library.

The workday shall include two (paid break periods of fifteen (15) minutes each. Employees shall be permitted to leave the Library during break periods.

B. Separation of Job Duties

The job duties and responsibilities of the Library and Clerical Titled Workers shall not include any of the job duties of the Borough Maintenance Staff except as follows:

1. Placement of slip prevention matting when weather becomes inclement.
2. Sprinkling of small amounts of ice-melting compounds on the steps and at the entrances of the Library.

The above noted shall only be performed by the Library and Clerical staff when Borough Maintenance Staff are not available to do this work, and is only being done as a safety service to the public.

C. Emergency Closings

In a weather emergency situation, the Library will close in conjunction with the closing of the Borough Hall.

Article 10 – Overtime

Overtime, if more than forty (40) hours shall be paid depending on job classification for work under the following conditions:

Library & Clerical Titled Workers

1. All hours worked beyond the hours in the employees' regular scheduled workweek (35 hours) shall be paid at time and one-half (1-1/2) the employer's regular hourly rate of pay.
2. All hours worked on a Sunday shall be paid at double time the employees' regular hourly rate of pay.
3. All hours worked on a holiday shall be paid at one and one-half times the regular rate of pay plus the holiday pay.

Article 11- Distribution of Overtime

All overtime shall be divided and rotated equally on the basis of seniority by job title and where qualifications, skills and ability are equal. A seniority list shall be posted for inspection by the employees (not for public view) in the Library. Employees are to be called for overtime in accordance with their seniority by job title. The list shall be rotating in that when an employee is called in or refuses overtime, her/his name is placed on the bottom of the overtime seniority list and will next have an opportunity to work overtime when his/her name is at the top of the list. In cases of emergency, no employee may refuse overtime.

Article 12 – Holidays

The following days shall be recognized as paid holidays:

New Year's Day – January 1st
Floating Holiday

Good Friday
Memorial Day
Independence Day – July 4th
Labor Day
Thanksgiving Day and the Day after Thanksgiving Day
Veterans' Day
Christmas Eve Day – December 24th
Christmas Day – December 25th
Employee's Birthday

Library to open for regular business

Dr. Martin Luther King, Jr.'s Birthday *
Presidents' Day*
Columbus Day*

*Converted to floating holidays, which said holiday shall be taken by the employee within the calendar year. In addition at the administration's discretion minimum staffing levels may be required.

When a holiday falls on a Saturday, the Library shall be closed on that day. ~~and on the Friday before.~~

Holidays falling on Sunday shall be observed on the following Monday.

If a holiday falls during an employees' vacation period the employee shall receive an additional day of vacation.

If a holiday falls on a date that an employee has been scheduled to be off from work as part of his/her regularly scheduled workweek, that employee shall receive one day of compensatory time for the holiday.

If a holiday falls on an employees' birthday, that employee may take their birthday holiday the day before or the day after the holiday.

If an employee is required to work on a holiday, the employee shall receive time and one-half rate of pay in addition to regular holiday pay. If the employee wishes, he/she may substitute compensatory time, at the rate of one and one-half hours for each hour worked on the holiday plus the holiday pay, in exchange for overtime pay. Compensatory time shall be taken at a time of the employee's choice, provided that written notice is given to the Library Director five (5) days prior to the date(s) requested. Employees choosing compensatory time in lieu of overtime pay must use the time within six (6) months from the occurrence of the holiday worked. Should the Library Director refuse the employee's requested use of compensatory time, the time limitation for use of the compensatory time shall be extended for another six (6) months.

It is agreed in order for an employee to be entitled to any holiday pay, the employee must work the scheduled day prior to and the day after the holiday, unless a reasonable excuse is given.

The Library shall agree to provide employees with a list of the dates of all holidays and other scheduled closings for the year commencing with January 1st, not later than December 15th of the current year.

Article 13 – Vacations

Vacation time shall be granted to employees depending on their length of service as follows:

One to Four years	12 Working days
Five to Nine years	15 Working days
Ten to Fourteen years	20 Working days
Fifteen to Nineteen years	25 Working days
Twenty years and over	30 Working days

Employees hired on or after January 1, 2009, vacations shall be on the following basis:

One to four years-----	10 working days
Five to nine years-----	15 working days
Ten to fourteen years-----	20 working days
Fifteen years and over-----	25 working days

The current policy regarding accumulated vacation time shall continue.

Vacation time must be used within the year it is earned and may not be accumulated for use in another year without the approval of the Library’s governing board.

Vacation shall be taken at times of the employee’s choice, provided that they have given the Library Director a written request for vacation time. Vacation time shall be granted based upon seniority. The employees with the most seniority shall have first choice of vacation times. In the event that a senior employee requests a change in her/his vacation choice, that change shall not affect the scheduled vacations of employees with less seniority without the mutual consent of the employees involved, provided that the change does not affect the operation of the Library.

Article 14 – Personal Time

Section 1 – Three personal days, a total of twenty-one (21) work hours shall be granted to all employees by this Agreement. One day of personal time is to be earned per each four-month period per year.

Section 2 - Employees hired on or after January 1, 1996 shall receive personal days on a pro rated basis of one (1) day per year of employment to a maximum of three (3) days per year.

Employees must notify the Library Director forty-eight (48) hours in advance of their requests to use personal time. In the event that less than forty-eight (48) hours notice given, personal time may only be taken upon the authorization of the Library Director.

Article 15 – Leaves of Absence

Employees may be granted leaves of absences without pay upon the approval of said leaves by the Library Director.

The terms this Agreement shall continue to cover employees while they are on an approved leave of absence.

Article 16 – Sick Leave

All employees with under twenty-five (25) years of service shall be entitled to fifteen (15) days sick leave with pay each year. Employees with twenty-five (25) or more years of service shall be entitled to twenty (20) days sick leave with pay per year. Unused sick leave shall be accumulated from one year to the next year.

All employees may sell back to the Library; at 100% of the employees' current rate of pay; up to eight (8) of the employee's sick days earned during each contract year. Any employee who chooses to sell back any said sick days shall not be permitted to take any of his/her accumulated sick days in lieu thereof. Any covered employee may exercise this "sell back" option after November 1 of each contract year with funds permitting.

Employees who are absent due to illness or other matters specified by the Federal or New Jersey Family Leaves Acts shall notify the Library Director as early as possible.

A doctor's certification is required after three (3) or more days of consecutive absence due to illness.

The Library may require proof of an illness of any employee whenever such requirement appears reasonable. Sick days must be taken in whole or half days.

Reporting of Illness – When unable to report for work, employees should notify the Director a minimum of three (3) hours prior to the Library opening. If the employee's illness is such that he or she will be absent for more than one day, the Library should be so advised. State the reason for absence and probable date of return.

The Director must be informed of all illness.

Failure to notify the Library may be cause for denial of the use of sick leave.

Any unauthorized absence shall be absence without leave and is cause for disciplinary action.

Abuse of sick leave shall be cause for disciplinary action.

Article 17 – Accumulated Sick Leave

Section 1 – Library employees covered by this Agreement shall receive fifty percent (50%) cash payment of all accumulated unused sick leave upon retirement to a maximum of thirteen thousand dollars (\$13,000). In the event of an employee's death, any entitlement to accumulated unused sick leave shall be paid to the designated beneficiary of the employee.

Article 18 – Military Leave

Any employee covered by this Agreement who is a member of the United States Reserve or a State National Guard and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State law. The employee shall be paid the difference between his/his regular Library salary and his/her military pay if the military pay is less than his/her regular gross Library pay for the period of military leave. Taking of military leave shall not reduce other leave earned by the employee. Employees returning from authorized military leave of absence shall be restored to their original classification at the appropriate rate of pay with no loss of seniority or other employee rights.

Article 19 – Injury Leave

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed one (1) year. Any payment received by the employee attributable to Workers' Compensation during the period of said injury leave, shall be deducted from the employee's salary payable by the Library. After one (1) year, the Library will no longer be obligated to pay out any supplement to Workers' Compensation for as long a period as the employee continues to collect Workers' Compensation Insurance.

Article 20 – Bereavement Leave

In the case of death in the immediate family of any employee, four (4) working day's leave of absence with pay shall be granted to arrange or attend funeral services.

Leave of absence shall mean four (4) working days.

Immediate family shall be the following:

Mother, father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren.

These four days shall not be charged to sick leave benefits of any employee.

A two (2) day leave of absence with pay shall be granted for aunt, uncle, niece, nephew and first cousin. One (1) day shall be granted with pay in the case of death of any other relative to arrange or attend funeral services.

Article 21 – Maternity Leave

The Library shall grant maternity leave according to the New Jersey State Civil Service Commission Rules and Regulations.

Article 22 – Jury Duty Leave

Should any employee be obligated to serve as a juror, the employee shall receive full pay from the Library for all time spent on jury duty. Any remuneration received by the employee from the Court shall not be deducted from the pay above. Proof of jury duty notice must be given.

Article 23 – Family and Child Care Leave

The Library shall grant leaves of absence to employees for purposes of family and child care leave in accordance with the Family and Child Care Leave Act, and with applicable State and Federal laws.

Article 24 – Union Officer’s Leaves and Absence

Leaves of absence with pay may be granted to Union officers or delegates to attend conventions, institutes or educational conferences for a total of three (3) days. These three (3) days are not to be exceeded in any one year for all officers and/or delegates combined. Any employee in necessary attendance at meetings with the Library Board of Trustees of Library Director, while dealing with grievances or contract proposals or negotiations, will be excused from duty during such meetings without loss of pay.

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

Article 25 – Union Membership Meetings

The Library shall allow periodic meetings of the Library’s Union membership to be held on Library premises, provided that these meetings do not affect the operation of the Library, other than during working hours.

The Library shall allow one (1) member of the Union to attend Union meetings, the first designated party to be the shop steward (or shop steward’s alternate), the second designated party to be appointed by the Membership in mutual agreement.

The Union agrees to give the Library Director reasonable notice of any Union meetings so that coverage for the employees attending the meeting may be arranged.

The Library shall agree to allow all of the Library's Union membership to be given time to vote on issues that the Union takes votes upon.

Article 26 – Access to Personnel Files and Bulletin Boards

Employees shall have the right to inspect and review their individual personnel files. The Library recognizes and agrees to permit this review and inspection. An employee shall have the opportunity to conduct such a review in the presence of the appropriate Library official within a reasonable period of time, which normally shall be five (5) working days from the date of the written request to the Library for such a review. The employee shall have the right to define, explain or object in writing to anything found in the personnel file.

Employees' personnel files are to be kept by the Library Director and in the Library Board of Trustees' files and shall be the same. Before any disciplinary documents are placed in the record of the employee the Union Shop Steward and the Library Director, or designee, shall initial said documents.

Bulletin boards will be made available by the Library in the common employees' areas for the exclusive use of the Union for the purpose of posting Union announcements and other information of a noncontroversial nature.

Article 27 – Job Postings

All competitive job announcements must be posted in each department in all work locations and on Union designated bulletin boards. Newly created positions, vacancies or promotional jobs to be posted shall include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in applying for the vacancy.

A copy of all personnel actions relating to job postings and vacancies shall be given to the Local Union President. Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of thirty (30) working days.

Article 28 – Promotions

No employee is required to accept a promotion, which would cause a loss of pay. ~~Any employee who is promoted shall receive not less than her/his current rate of pay on a promotion.~~

Article 29 – Provisional Appointments

- A. Provisional Appointments Within The Bargaining Unit** – Provisional appointments within the bargaining unit shall be made based upon qualifications of applicants and seniority. When provisional appointments are to be made, the Library shall appoint from among those eligible and interested in taking a test for the position, if any, in accordance with the employee's ability to perform the job as determined by the Library. The Library may remove the appointee with the next most qualified and senior employee. Such removal is subject to the Grievance Procedure.

Any overtime available should first be offered to the person who is filling the higher position.

Article 30 - Layoffs

Layoff shall be in accordance with the New Jersey Department of Civil Service Commission Rules and Regulations.

Article 31 – Discipline

It is expressly understood that the Management (the Library Board of Trustees and the Library Director) shall have the right to discipline or discharge any employee; however, the Management agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

1. In any instance where an employee is subjected to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the incident involved. During such three (3) days the two sides shall meet to try to resolve the matter.

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearings along with specifications, shall be furnished to the employee, with a copy to the Union President and to the Union Council office. The employees shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

2. The person initiating any such charges shall not be the presiding officer at any such disciplinary hearing.

Any suspension five (5) days or less may become subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to the Library Board of Trustees. The decision of the Library Board of Trustees can be appealed through the New Jersey Department of Personnel.

The Management shall apply the following principles of progressive discipline for employees covered under the terms of this Agreement with respect to recurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4A:2-2.1 et.seq.

FIRST OFFENSE: ORAL WARNING - Given by the Director to the employee in the presence of a Union Shop Steward, and clearly stating all the reasons for the warning. Notation of this warning shall be made in the employee's personnel file.

SECOND OFFENSE: WRITTEN WARNING - Given by the Director with notice to the Library Board of Trustees. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to a Union representative, and one copy shall be placed in the employee's personnel file.

THIRD OFFENSE: ONE-DAY SUSPENSION – Given by a member of the Library Board of Trustees based on recommendation of the Director. A one-day suspension without pay shall serve as a warning to the employee of the seriousness of the situation, and the employee needs that corrective action.

FOURTH OFFENSE: THREE-DAYS SUSPENSION – Given by a member of the Library Board of Trustees. A three-day suspension without pay shall serve as a further warning to the employee of the seriousness of the situation, and the employee needs that corrective action. Written notice of suspension shall be supplied to the employee using New Jersey Department of Personnel Form 179 to a Union representative and one copy shall be placed in the employee's personnel file.

FIFTH OFFENSE: TERMINATION – May result in possible removal from service and discharge from the Library.

Article 32 – Termination of Employment

If the Library employee resigns or retires from the Carteret Public Library, appropriate written notice of at least one month is required to the Library Director.

All employees whose employment has been terminated, or who have resigned, shall have their personnel records maintained in confidentiality.

Employees are to receive payment for any unused, earned personal time, vacation time, compensatory time, and any other time that has been earned but unused at the time of termination.

All employees are to return any Library supplied work garments, safety or other equipment at termination of employment. Any employee failing to return such items shall have the value of these items deducted from her/his final paycheck.

Any employee terminated after completing five (5) years or more of services shall have any earned or accumulated unused sick leave paid to them at the rate of one-half (1/2) days pay for each day of earned or accumulated unused sick leave.

The Local Union President shall be notified of all terminations of employment and/or resignations within two (2) days from the occurrence.

Article 33 – Retirement

All employees who retire on pension in accordance with applicable statutory requirements shall receive a paid up Life Insurance Policy of \$10,000.

Upon retirement, the Borough agrees to continue hospitalization benefits to those said retirees in accordance with New Jersey Statutes, so long as the exclusively, and he is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he shall submit a signed, written form stating that he has no additional earned income and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.

Article 34 – Insurance

The Borough shall cover its employees and their dependents for major medical hospitalization.

Employees hired prior to January 1, 2003 shall contribute \$10.00 per pay period COINSURANCE towards the annual cost of healthcare. Said Coinsurance shall be deducted pretax (if applicable). The Borough and the Union recognize that Employees, out on disability, workers compensation or other are still bound by this annual contribution of coinsurance.

Employees hired on or after January 1, 2003 may enroll in the PPO NJ Direct 10 or similar Medical Program and contribute toward payment of premiums for the following coverage:

Single-----10% per year of annual cost
Spouse or Child- 10% per year of annual cost
Family-----10% per year of annual cost

Employees hired after January 1, 2008 must enroll in the PPO NJ Direct 15 or authorized HMO and contribute the following amount.

Single-----10% per year of annual cost
Spouse or Child- 10% per year of annual cost
Family-----10% per year of annual cost

In the event the Borough proposes to change health insurance carrier or implement a self-insurance program the plan must be substantially similar in benefits and co-pays.

Group Life Insurance in the amount of \$10,000 shall be carried by the Borough for all employees and fully paid for by the Borough.

The Borough shall increase the present disability benefits to the New Jersey State level per week.

All employees who retire shall receive a paid up Life Insurance Policy of \$10,000.

Upon retirement, the Borough agrees to continue hospitalization benefits to those said retirees in accordance with New Jersey Statutes, so long as the exclusively, and he is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he shall submit a signed, written form stating that he has no additional earned income and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.

DENTAL- It is agreed that the Borough will establish a dental plan for its employees covered by this Agreement and enroll said employees into Horizon Dental Choice DPO #317 as administered by the NJ SHBP (or substantially similar plan). The Borough will contribute 90% of the premium towards an eligible dental plan being offered under the existing plan except the Dental Expense Plan, or its equivalent. Should an employee choose to receive coverage under the Dental Expense Plan, or its equivalent, then, in that instance, the Borough will only contribute an amount equal to 85% of the premium amount of the other respective eligible plan and the employee shall be responsible for 100% of the annual premium amount constituting the difference between said plan and the Dental Expense Plan, or its equivalent.

PRESCRIPTION – The Borough will provide a prescription plan with a co-pay of \$5.00 for generic drugs and \$10.00 for non-generic drugs for all bargaining unit members if administered by the Borough.

The Borough and Union recognize that the employees will be enrolled in the NJ State Health Benefits Plan, and that the State of New Jersey by applicable law will set prescription co-pay amounts higher or lower than mentioned here within.

Article 35 – Longevity

Employees’ salaries shall be increased based upon their years of service in accordance with the following schedule:

5 to 9 years of service	2%
10 to 14 years of service	4%
15 to 19 years of service	6%
20 to 24 years of service	10%
25 years of service and above	12%

For employees hired after 1/1/09 longevity to be eliminated.

Article 36 – Salaries

A. WAGE INCREASES AND/OR ADJUSTMENTS

1. For the term of this Agreement, January 1, 2009 through December 31, 2013, the following wage increases shall be paid:

2009	2010	2011	2012	2013
3.5%	3.5%	3.5%	3.5%	3.5%

2. The Library agrees that during the term of this Agreement, it will, upon request from the Union, negotiate with respect to salary adjustments in cases where title changes take place as the result of an authorized New Jersey State Department of Personnel audit or a promotion to a higher title.

Article 37 – Payments of Salaries

A. DISTRIBUTION OF PAYCHECKS – The Library agrees to continue the current method of paying employees salaries.

B. CORRECTION OF PAYCHECK ERRORS – The Library shall correct and adjust any errors in an employees’ paycheck within the immediate succeeding pay after the appropriate notice is received in the payroll section. The “Immediately succeeding pay period” will be determined, giving due consideration to regular payroll processing cutoff dates. A list of these dates will be made available to the Union.

Article 38 – Library Policies and Procedures

The Library shall not institute nor implement any changes of Library polices and/or procedures that may affect the safety of the employees or the employee’s responsibility for the safety of the public.

The Library shall agree to post all Library policies pertaining to the staff in the common staff areas of the Library premises.

All Library policies and procedures that concern the public shall be explained to the employees and documented for review by the employees. Policies that affect the public shall be posted for inspection in appropriate places in the Library.

In any cases where the Library's policies are disputed by members of the public, the Library shall affirm that the policies are set by the Library and are not set by the Library's employees. Employees shall not be held accountable for Library policies and/or procedures that affect the public.

Article 39 – Rules and Regulations

The Library has the right to establish rules and regulations governing working conditions. New rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are instituted. Copies of all such rules shall be distributed to all employees covered by this Agreement, and to the Union. Any change in work rules and regulations shall be in accordance with the State of New Jersey statutes.

Article 40 – Management Rights

- A. 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.
- B. Nothing contained herein shall be construed to deny or restrict the Library in the exercise of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local law or ordinance.

Article 41 – No Strike Clause

- A. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage or walkout designated to interfere with the normal operation of the Library. The Union agrees that such action would constitute a material breach of this Agreement. Any employee who violates the provisions of this Article is subject to disciplinary action up to and including job action.
- B. The Library shall not cause, authorize or support any lockout.

Article 42 – Labor – Management Committee

It is agreed that representatives of the Library and representatives of the Union will meet from time to time, upon request of either party, to discuss matters of general interest or of concern, matters which are not necessarily a grievance. To this end, the Library and the Union shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider and recommend change in working conditions to the Library.

The Labor-Management Committee shall consist of four (4) members. The Union representatives shall be the two ranking officers of the Union. The Library representatives shall be two members of the Library Board of Trustees as appointed by the Library Board of Trustees President.

Article 43 – Separability and Savings

If any provision(s) of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision(s) shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The Library and the Union agree to negotiate immediately upon the request of either party for a substitute for the invalidated provision(s).

Article 44 – Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as to salary for any new titles added to the bargaining unit.

Article 45 – Termination of This Agreement

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in this Agreement shall become effective immediately upon adoption by the Library Board of Trustees and shall continue to be retroactive to the first day of January, 2009, and shall continue to be in effect for five (5) years, through the last day of December 2013, or until a further Agreement shall be made.

In witness thereof, the parties hereto have set their hands and seals on this 2nd day of ~~February~~, 2009.

JUNE
**CARTERET FREE
PUBLIC LIBRARY**

(s) *Annabelle Lomas*
(s) *Maddae Resif*
(s) *Kathryn Chalant*

**LOCAL 3850-SUBCHAPTER 1
AFSCME AFL-CIO**

(s) *[Signature]*
(s) _____
(s) _____