

Contract no. 1336

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LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

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RUTGERS UNIVERSITY

AGREEMENT

Between

THE FREE PUBLIC LIBRARY OF THE VILLAGE OF RIDGEWOOD

and

**LOCAL 2382 OF COUNCIL #52,
AMERICAN FEDERATION STATE, COUNTY AND MUNICIPAL EMPLOYEES**

January 1, 1992 through December 31, 1994

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PREAMBLE

This AGREEMENT made and entered into on this 29th day of June , 1992, by and between the FREE PUBLIC LIBRARY OF THE VILLAGE OF RIDGEWOOD, (the "Library"), in the County of Bergen, State of New Jersey, and LOCAL 2382 OF COUNCIL #52, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, (hereinafter referred to as the "Union"), for the purpose of establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and certain other conditions of employment.

ARTICLE I
RECOGNITION

The Library hereby recognizes the Union as the exclusive bargaining agent for the purposes of collective negotiations of full-time and regular part-time professional and non-professional employees employed by the Board of Trustees, Ridgewood Public Library, but excluding confidential employees, managerial executives, police, craft personnel, supervisors, and all other personnel not specifically included above. It is specifically understood between the parties that excluded from the unit specifically are the Secretary of the Library Director, the Supervising Librarian, the Assistant Library Director, and the Library Director. It is also agreed between the parties that "regular part-time employees" shall mean part-time employment which has averaged at least twenty (20) hours per week during the prior six (6) month period.

ARTICLE II
MANAGEMENT RIGHTS

A. Except as modified by the provisions of this Agreement, the Library hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Library and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To promulgate and issue rules, regulations and policies pertaining to conditions in general within the Library, without prior negotiation thereof.

5. To make all decisions relating to the performance of the Library's activities, including but not limited to, methods, means, processes, materials, procedures and employees to be utilized.
 6. To establish any new job classifications and job content and qualifications.
 7. To change the job content and duties of any classifications within Civil Service limitations.
 8. To determine the work performance levels and standards of performance of the employees.
 9. To assign work as it determines will benefit the Library and/or the public it serves.
 10. To utilize the services of outside contractors, when, in the judgment of the Library, such services would be more efficient.
- B. Nothing contained herein shall be construed to deny or restrict the Library in its exclusive right to administer the Library and control the work of its personnel, nor to deny or restrict the Library in any of its rights, responsibilities and authority under any national, state, county, or local laws or ordinances.
- C. The failure to exercise any of the foregoing rights in a specific instance shall not be deemed a waiver thereof.

ARTICLE III

UNION RIGHTS

A. Notification on New Employees

The Library agrees to submit to the Union once each quarter, a list of new bargaining unit employees hired, their job classification, home address, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

- B. The Library agrees to provide a bulletin board for the use of the Union to post official Union notices and other Union information at each Library. The Library Director must receive in advance a copy of each notice to be posted, and no notice considered to be inflammatory shall be posted. Posting shall be reserved to the Union Bulletin Board only. The Union shall be responsible for maintenance of the bulletin board, which shall include periodic clearing of old messages.

C. Access to Premises

The Library agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Library for individual discussion or observance of working conditions, provided such representatives first notify the Library Director, or his designee, twenty-four (24) hours in advance, whenever possible. In no event shall such representatives be

permitted to interfere with the performance of duties assigned to the employees..

- D. The Library will grant permission for the Union to use its premises for Union meetings, provided that the union requests permissions two (2) weeks in advance, and further provided that such meetings do not interfere with the performance of duties assigned to the Library's employees, nor with other functions within the Library. Such meetings shall be between the hours of 7:30 a.m. and 10:30 p.m. at the Main Building or at the Pease Library during its operating hours.

ARTICLE IV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations for this Agreement. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE V

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike, work stoppage, walk-out or other job action against the Library. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, walk-out or job action, it is covenanted and agreed that participation in such activity by any Union member may be deemed grounds for disciplinary action.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Library in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.

ARTICLE VI

DUES CHECK-OFF

- A. The Library agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Library to deduct. Such deduction shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e.
- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Library written notice sixty (60) days prior to the effective date of such change.
- C. The union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Library. The Union shall indemnify, defend and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library in reliance upon the salary deduction authorization forms submitted by the Union to the Library.

D. Payroll deductions of Union dues under the properly executed authorization for payroll deduction of Union dues forms shall become effective within sixty (60) days from the time the form is signed by the employee, and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

E. The aggregate total of all such deductions, together with a list from whom dues have been deducted, shall be remitted at least monthly to Council #52, AFSCME, AFL-CIO, 516 Johnston Avenue, Jersey City, New Jersey 07304.

F. Union Security Provisions

1. Any new employee who does not join the Union within thirty (30) days of initial employment within the Unit, and any employees previously employed within the Union who return and who do not join within ten (10) days of reentry into employment within the Unit shall pay a representation fee in lieu of dues to the Union by payroll deduction.

2. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee upon sixty (60) days' written notice to the Library to

reflect changes in the regular Union membership dues, fees and assessments.

3. The Union shall save the Library harmless from any claims raised against it by an employee as a result of fulfilling its obligations under paragraph "F" of this Article.
4. In order for this Article to become effective, the Union must provide to the Library sufficient evidence that it has complied with the statutory requirement to establish an internal procedure for non-members who seek to challenge the appropriateness of the Agency fee.
5. The Union shall comply with Chapter 477, P.L. of 1979 in all respects.

ARTICLE VII

NON-DISCRIMINATION

- A. There shall be no discrimination by the Library or the Union against an employee on account of race, color, creed, religion, age, sex, national origin or political belief.

- B. There shall be no discrimination, interference, restraint or coercion by the Library, or any of its representatives, against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activity by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

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.

E. Fifty percent (50%) of an employee's unused accumulated sick leave will be reimbursed to those employees who retire from the Ridgewood Library, provided that said employees actually retire on a non-deferred basis from the Public Employee's Retirement System, and further provided that written notice is provided to the Library Director no later than September 1st of the year prior to retirement. The maximum amount allowable under this paragraph shall be three (3) months' pay.

F. The Library shall have the right to require any custodian to undergo a physical examination, in the Library's discretion, at the Library's expense.

ARTICLE XIX
LONGEVITY PAY

- A. All full-time employees covered by this Agreement and regular part-time employees covered by this Agreement who are in the continuous service of the Library for four (4) years shall be entitled to longevity pay in accordance with the following schedule:
1. Five (5) through eight (8) years - two (2%) percent of base salary.
 2. Nine (9) through twelve (12) years - four (4%) percent of base salary.
 3. Thirteen (13) through sixteen (16) years - six (6%) percent of base salary.
 4. Seventeen (17) through twenty (20) years - eight (8%) percent of base salary.
 5. Twenty-one (21) years and over - ten (10%) percent of base salary.
- B. Payment shall commence on the fifth (5th) anniversary employment date and the percentage shall be calculated on the employee's annual base salary only.
- C. The maximum amount of longevity payment shall be ten (10%) percent of an employee's annual base salary.

D. This benefit applies to full-time employees and shall apply to regular part-time employees beginning on January 1, 1989. Regular part-time employees will be credited with their appropriate years of service, but the benefit shall not be retroactive.

ARTICLE XX**HOLIDAYS**

A. For each year of this Agreement, the following holidays shall be observed:

New Year's Day
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

B. In addition to the holidays listed in Paragraph "A" above, the Library shall observe three (3) additional "discretionary" holidays each year. Such "discretionary" days will be determined each year by the Library Board in its sole discretion.

C. If the Library remains open for service during any of the above holidays, at the discretion of the Library Board, employees who are required to work on holidays shall be given compensatory time, which shall be taken as arranged with the Library Director on a straight time basis.

- D. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one (1) additional day.
- E. Any employees who are required to work on a holiday as defined in Paragraph "A" or "B" above shall receive no additional compensation other than the compensatory time as defined in Paragraph "C" above and their base pay. However, at the end of each year all employees who did not receive the full number of holidays will be given equivalent compensatory days to equal the total number of holidays as provided in Paragraphs "A" and "B" above. These days may be taken in the subsequent year. All eligible employees will be granted the number of holidays provided for in this contract as per the preceding language.
- F. The Library shall have the option, if a holiday falls on a Saturday, to celebrate such holiday on the Saturday, on the previous Friday, or the following Monday. The Library shall also have the option of opening from 9:00 a.m. to 1:00 p.m. on the Saturday preceding July 4th and/or closing at 5:00 p.m. on New Year's Eve, provided New Year's Eve falls on a weekday other than Friday.

G. Regular part-time employees [working twenty (20) hours per week or more] shall receive holiday benefits on a pro rata basis.

ARTICLE XXI

SERVICE IN COURT LEAVE

- A. Any full-time employee who is called and serves on a jury or is subpoenaed as a witness in a civil or criminal case shall be granted paid leave for that period of time in which the employee is officially involved with the Court in such capacity.

- B. If an employee is excused from jury duty prior to his/her normal lunch period, then the employee shall return to work for the duration of the work day.

ARTICLE XXII

EDUCATIONAL INCENTIVE PROGRAM

- A. During each year of this Agreement, up to two (2) employees who have passed their probationary period shall be reimbursed for up to three (3) credits each for courses taken in a program related to Library Sciences or Library Operations, provided the course of study is first approved by the Director as to its relevance to Library studies or Library operations, and further provided that a transcript showing satisfactory completion of such courses is provided to the Director.
- B. In no event shall the total compensation per year exceed the sum of Three Hundred (\$300.00) Dollars total under this Article [based on Fifty (\$50.00) Dollars per credit].
- C. Courses shall be allowed on a rotational basis so as to avoid the same employee being reimbursed more than once before others are reimbursed. The Union and Director shall mutually agree on the selection (if any) each year.

ARTICLE XXIII
COMPENSATORY TIME

- A. Whenever "compensatory time" is earned under the overtime and holiday sections of this Agreement, it is agreed that employees earning such time shall be allowed to utilize it within the calendar year that it is earned, provided at least ten (10) working days' notice is provided to the Director or his designee.

- B. The Library shall have the option, in its sole and absolute discretion, at any time during the term of the Agreement, to pay for compensatory time, as opposed to allowing the time to be taken.

ARTICLE XXIV
BEREAVEMENT LEAVE

- A. All members of the bargaining unit shall be entitled to three (3) days of bereavement leave per year, at no loss in regular pay, to attend the funeral of a member of their immediate family.

- B. Immediate family shall be defined as follows: employee's father, mother, spouse, sister, brother, child, father-in-law, mother-in-law, or relative residing as a regular member of the employee's household.

- C. Use of this day shall not be charged against sick leave.

ARTICLE XXV
MILITARY LEAVE

Military service leave shall be provided to each employee in accordance with the Laws of the State of New Jersey and the United States.

ARTICLE XXVI
MILEAGE ALLOWANCE

If an employee is obligated and is authorized to utilize his/her own vehicle for Library purposes, the employee shall be reimbursed at the rate of twenty-four (\$.24) cents per mile for said use.

ARTICLE XXVII

HEALTH INSURANCE AND HOSPITALIZATION

- A. The Library agrees to continue to provide the same health benefits it provides as of the signing of this Agreement, provided that the Library may change carriers, at its option.
- B. Notwithstanding Paragraph "A" of this Article, any regular part-time employee covered by this Agreement who is hired on or after May 1, 1986, shall be eligible for single (employee) coverage only.
- C. An eyeglass plan will be provided for employees only, which will pay up to One-Hundred (\$100.00) Dollars per year for one pair of prescription glasses or contact lenses per year. Employees must go for an eye examination at least once every two (2) years. Regular part-time employees included in the bargaining unit will receive this benefit on a prorated basis.
- D. Notwithstanding Paragraphs "A" and "C", above, the Library shall have the right to adjust, upon notice to the employees and the Union, coverage levels, benefit levels, deductibles, premium levels, and co-payments to be equivalent to the plan(s) that may be in effect for the Village of Ridgewood White Collar employees.

ARTICLE XXVIII

SALARIES

- A. All members of the bargaining unit who were on the payroll at the close of business on December 31, 1991 shall receive a four (4%) percent increase over their 1991 base rate of pay, which shall be retroactive to January 1, 1992. Those members who were earning less than \$21,000 per annum, however, shall receive a five percent (5%) increase instead of four percent (4%).
- B. All members of the bargaining unit shall receive a four (4%) percent increase over their 1992 base rate of pay, effective January 1, 1993. Those members who were earning less than \$21,000 per annum, however, shall receive a five percent (5%) increase instead of four percent (4%).
- C. All members of the bargaining unit shall receive a four (4%) percent increase over their 1993 base rate of pay, effective January 1, 1994. Those members who were earning less than \$21,000 per annum, however, shall receive a five percent (5%) increase instead of four percent (4%).

- D. During each year of this Agreement, regular (as defined below) hourly (part-time) employees earning less than \$11.54 per hour (or custodians earning less than \$10.10 per hour) shall receive a five percent (5%) increase. Those regular hourly (part-time) employees earning at least \$11.54 per hour (or custodians earning at least \$10.10 per hour) shall receive a four percent (4%) increase.
- E. Regular (those who work at least twenty (20) hours a week for a minimum of six (6) consecutive months) part-time employees shall be entitled to a pro rata share of all benefits in this Agreement, excluding pensions and excluding any other benefits that statute or rule or regulation of a Governmental Agency or carrier would prohibit and those items which specifically include full-time employees only.
- F. Sunday premium wages per hour shall increase over the level in effect in 1991 by one (\$1.00) dollar per hour for those employees earning under fifteen (\$15.00) dollars per hour, and by fifty (\$.50) cents per hour for those earning fifteen (\$15.00) dollars or more, effective January 1 of each year of this agreement. In addition, the minimum Sunday rate shall increase to nine (\$9.00) dollars per hour, applicable for staff members who work at least twenty (20) hours per week.
- G. In addition to regular salaries, the Library shall have the right to reward excellent performance with monetary bonuses, in its sole and absolute discretion.

ARTICLE XXIX

PERSONNEL FILES AND EVALUATIONS

- A. All employees may have access to their own personnel files during reasonable working hours, and upon written notification in advance to the Library Director, or his/her designee.
- B. The signature of an employee affixed to any document or data does not indicate that the employee agrees with the contents of the file. The signature is affixed to show only that the file has been reviewed in accordance with contractual agreement between the Library and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.
- C. A copy of any evaluation or disciplinary notice shall be provided to the employee.
- D. An employee may request the deletion of any items from his or her personnel file that he or she feels are obsolete. The Library Director may, in his discretion, agree to remove any or all such items. This paragraph shall not be the subject of a grievance.

ARTICLE XXX

LABOR-MANAGEMENT MEETINGS

- A. Labor-management meetings between representatives of the employer and no more than three (3) representatives of the Local Union may be scheduled for the purpose of discussing important matters which are not grievances or negotiations. These meetings may be arranged by mutual agreement between the Local President and the Library Director. Arrangements for the time, date and place of such conferences shall be made in advance and an agenda of the matters to be taken up shall be presented prior to the meeting. Employees acting on behalf of the Union shall suffer no loss of pay should such meetings fall within regular working hours.
- B. It is specifically understood and agreed that these meetings are for "meet and confer" purposes only, and do not obligate either party in any manner whatsoever to negotiate any of the items which come up during their course.

ARTICLE XXXI

SEPARABILITY AND SAVINGS

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

ARTICLE XXXII

PROTECTION AND SECURITY FOR EMPLOYEES

- A. The Library shall take reasonable efforts to provide adequate security and protection and comfortable temperature conditions at all work stations for all employees during their respective work shifts.

- B. There shall be no smoking in the Library buildings.

ARTICLE XXXIII

DISCIPLINE

Before written reprimand, suspension or termination of any covered employee, a copy of the reprimand or written notice of such suspension or termination shall be provided to the employee and the Union. Such notice shall state the reasons for the reprimand, suspension or termination. If, in the judgment of the Library, reprimand, suspension or termination should not be delayed, then such written notice may be provided after the fact.

ARTICLE XXXIV
TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of the date hereof, and shall remain in effect to and including December 31, 1994. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice to the other in writing, pursuant to the statutory requirements of the New Jersey Public Employment Relations Act, of a desire to change, modify or terminate this Agreement.
- B. This contract and its provisions will be extended to remain in full force and effect during any extended periods of negotiations that take place in new contracts subsequent to this contract's expiration date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Ridgewood, New Jersey, on this 29th day of June , 1992.

LOCAL 2382 OF COUNCIL #52,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

By: *Angela Foster*

WITNESS:

Luan Jones
Stafford Co 52 AFSCME

0818L

THE FREE PUBLIC LIBRARY OF
THE VILLAGE OF RIDGEWOOD.

By: *Timothy G. Pyles*

WITNESS:

Paul [unclear]

THE RIDGEWOOD LIBRARY
125 NORTH MAPLE AVENUE
RIDGEWOOD, NEW JERSEY