

Contract no. 802

A G R E E M E N T

between

THE LINDEN FREE PUBLIC LIBRARY BOARD OF TRUSTEES  
CITY OF LINDEN, NEW JERSEY 07036

and

LOCAL UNION NO. 212  
A/W DISTILLERY, WINE AND ALLIED WORKERS  
INTERNATIONAL UNION

January 1, 1990 through December 31, 1991

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This Agreement entered into on the \_\_\_\_\_ day of February, 1990 by and between the Linden Free Public Library Board of Trustees of the City of Linden, New Jersey, hereinafter referred to as the "Board" and Local Union No. 212 affiliated with the Distillery, Wine and Allied Workers International Union, hereinafter referred to as the "Union", constitutes the entire agreement between the parties hereto as a result of collective bargaining and supersedes any and all previous agreements, oral or written and shall remain in effect for the period of time stated herein.

#### ARTICLE I

##### A. Recognition:

The Board hereby recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, hours of work and conditions of employment.

##### B. Scope of Bargaining Unit:

The within Agreement covers the classification of Senior Librarian, Junior Librarian, Library Intern, Library Trainee and all permanent part-time employees to these classifications regardless of the average number of hours work scheduled weekly.

##### C. Responsibility of Parties:

1. The Board and the Union on behalf of its members, accepts responsibility to follow procedures set forth in this Agreement for the settlement of issues and disputes. The Union shall not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage, slowdown, or cessation of work in any form, nor sanction any members leaving pending settlement of issues and disputes. The Board and the Union shall not, during the term of this Agreement, change any provision set forth herein, nor shall the Board in any manner, cause, order, approve, participate in, or condone any lockout.

2. The Director of the Library is authorized to act as the agent for the Board.

## ARTICLE II

### A. Hours of Work:

1. Each full-time employee shall be scheduled to work seven (7) hours per day, thirty-five (35) hours per week.

2. The work week shall begin 9:00 a.m. Monday and end 5:00 p.m. Saturday.

3. Daily work schedules may consist of any five (5) shift periods: 9:00 a.m. to 5:00 p.m., 10:00 a.m. to 6:00 p.m. 11:00 a.m. to 7:00 p.m., 12:00 NOON to 8:00 p.m. and 1:00 p.m. to 9:00 p.m.

No employee shall be required to work more than three (3) different shift periods in any single work week, nor shall they be required to work split shifts.

4. Saturday schedules shall be posted once each year, and shall be revised by the Board after annual vacations have been determined and posted. Saturday and overtime Sunday work schedules shall be posted four (4) weeks in advance.

5. All weekday and part-time employee work schedules shall be posted four (4) calendar weeks in advance except in cases of emergency.

6. Scheduled Saturday and 1:00 p.m. to 9:00 p.m. weekday work shall be divided equally among all employees qualified to perform the assigned work. Scheduled Saturday work shall be further divided between full-time and part-time employees on a separate categorical basis.

7. Trainees shall work twenty-two (22) hours a week when graduate school is in session and thirty-five (35) hours a week during school vacations and intersessions.

8. The weekly assignment schedule shall be posted no later than the Thursday afternoon preceding the Monday it becomes effective.

### B. Certification of Hours Worked and Reporting Late:

1. All employees shall be required to punch a time card in designated time clocks at the beginning and at the end of daily work periods and lunch periods.

2. Any employee reporting to work up to thirty (30) minutes beyond the scheduled starting time, shall make up such late time during the employee's scheduled lunch period on that particular day.

3. Employees reporting to work more than thirty (30) minutes beyond the scheduled starting time shall be penalized as follows:

from thirty-one (31) minutes to one (1) hour=1 hour of base pay  
from one (1) hour to one and one-half ( $1\frac{1}{2}$ ) hours= $1\frac{1}{2}$  hours of base pay  
over one and one-half ( $1\frac{1}{2}$ ) hours to two (2) hours=2 hours of base pay

4. Employees reporting to work more than two (2) hours beyond the scheduled starting time without prior permission of the Board may be denied employment and pay for the entire scheduled period of work.

5. Late time may be deducted from earned compensatory time off.

6. Employees that are habitually tardy shall be subject to disciplinary action by the Board.

#### C. Lunch Periods:

1. A one (1) hour unpaid lunch period shall be granted all employees during a seven (7) hour daily shift schedule.

2. All lunch periods are subject to the verbal approval in advance of the Library Director or the Library Director's designee.

3. In the event two (2) employees only are on duty in a single library facility, only one (1) employee at a time shall be permitted a lunch period. This does not apply to facilities that close for meal periods.

#### D. Rest Periods:

1. Provided Library operations continue uninterrupted, all employees working seven (7) consecutive hours shall be entitled to two (2) ten (10) minute rest periods per shift.

2. All ten (10) minute rest periods are subject to the verbal approval of the employees' immediate supervisor.

3. In the event two (2) employees only are on duty in a single library facility, only one (1) employee at a time shall be permitted a ten (10) minute rest period.

4. Approval to leave the Library premises during a rest period must be given in advance by the Library Director or designee.

E. Emergencies:

1. A manpower emergency shall be defined as any vacancy to the minimum manpower Table of Organization caused by sickness or injury reported or having occurred no more than one (1) hour prior to a scheduled starting time or during a scheduled work period.

2. In the event a qualified employee is not available to fill an emergent vacancy, or the emergent vacancy is of less than four (4) hours duration, a non-professional or unqualified employee may be assigned to said vacancy.

3. When appropriate, a Librarian shall be designated as "in charge". That person shall be informed in writing of such designation except in case of emergency. Reimbursement for hours shall be at the employee's regular straight time hourly rate plus ten percent (10%) over the highest rate for Senior Librarians as stated in Schedule A.

F. Work Procedures and Transportation:

1. Employees shall be permitted to switch work schedules provided they are qualified to perform each other's work assignment and they receive prior approval of the Board.

2. No employee shall be scheduled to work in more than two (2) library buildings in any single day except in the event of an emergency. A reasonable period of time shall be allowed an employee to travel between buildings during work hours. Employees shall be required to transport themselves if assigned to a second Library facility.

3. If an employee is assigned to another Library building during the course of a work period, and the employee does not have personal transportation, the Board shall provide round trip transportation.

4. Car allowances shall not be granted employees assigned to any Library facility within the City.

### ARTICLE III

#### A. Overtime:

1. Overtime pay at the rate of one and one-half ( $1\frac{1}{2}$ ) times an employee's regular hourly rate of pay shall be paid for all work performed:

- a) In excess of seven (7) hours of any scheduled work period
- b) Prior to a scheduled seven (7) hour work period.
- c) On any regular scheduled day off except Sunday.
- d) On a designated Holiday in addition to seven (7) hours base pay.

2. Overtime at the rate of two (2) times an employee's regular hourly rate of pay shall be paid for all work performed on Sunday.

3. The opportunity to work overtime shall be rotated among employees to achieve equalization of premium pay earnings within each job classification, provided an employee is qualified to perform the overtime assignment. Overtime worked or refused shall be posted monthly.

4. Except in emergencies, overtime work shall be posted two (2) weeks in advance.

5. Holiday and Sunday work schedules shall be filled by qualified volunteers. In the absence of sufficient qualified volunteers, qualified non-employees shall be sought. In the absence of qualified non-employees, mandatory scheduling of qualified employees shall occur in the order of least amount of overtime hours worked.

6. The hourly rate of pay for an employee shall be determined by dividing their base annual salary by 1820.

7. All work performed beyond the scheduled hours of work must receive prior approval of the Board.

#### B. Compensatory Time Off:

1. At the employee's option, compensatory time off equal to one and one half ( $1\frac{1}{2}$ ) times the amount of overtime worked may be taken in lieu of overtime pay.

2. Compensatory time off must be utilized within ninety



(90) calendar days of the date earned and taken in a minimum of two (2) hour periods, or in less than two (2) hours if total earned compensatory time off is less or if compensatory time off is used to make up late time.

3. Compensatory time off shall not be granted non-working employees when working employees are paid as a result of an emergency closing of Library facilities.

#### ARTICLE IV

##### A. Salaries and Wages (See Schedule "A" attached):

1.a. Effective January 1, 1990 all bargaining unit employees shall receive a five and one-half per cent (5½%) pay increase calculated on individual annual salaries or hourly rates in effect as of December 31, 1989.

1.b. Effective January 1, 1991 all bargaining unit employees shall receive a five and one-half per cent (5½%) pay increase calculated on individual annual salaries or hourly rates in effect as of December 31, 1990.

2. Employees shall be paid a base annual salary in accordance with the following schedule:

	1990 Minimum-Maximum	1991 Minimum-Maximum
Senior Librarian	\$28,562-35,231	\$30,133-37,169
Junior Librarian	22,124-28,142	23,341-29,690
Library Intern	17,166-20,011	18,110-21,112
Library Trainee	13,120-15,875	13,842-16,748

3. Full-time employees shall be eligible on their anniversary date of employment to advance to maximum job classification salary through annual increments in accordance with the following increment schedule:

Senior Librarian	--	\$600.00 annually 700.00 annually beginning with 6th year
Junior Librarian	--	\$550.00 annually
Library Intern	--	\$425.00 annually
Library Trainee	--	\$325.00 annually

4. Salary increments for all employees shall become effective on January 1 of the fiscal year in which an employee's anniversary date occurs between January 1 and June 30. Salary increments for all employees shall become effective on July 1 of the fiscal year in which an employee's anniversary date occurs between July 1 and December 31. All full-time and part-time employees hired before January 1, 1982, shall receive their salary increments on January 1 of the fiscal year in which an employee's anniversary date occurs.

4b. Part-time employees shall be eligible, on their anniversary date of employment, to advance to maximum job classification salary through pro rated annual salary increments. These shall be calculated on scheduled annual hours worked to the nearest quarter of a full time annual work schedule of eighteen hundred twenty hours (1820). All full-time and part-time employees hired before January 1, 1982, shall receive their salary increments on January 1 of the fiscal year in which an employee's anniversary date occurs.

5. Each employee shall be paid their annual salary on alternate Fridays, whenever possible, in twenty-six (26) equal increments.

#### B. Longevity Pay:

1. All full-time employees only, hired prior to January 1, 1975, are eligible for longevity pay benefits in accordance with the following schedule applicable to an employee's annual base rate of pay:

- a) For credited service greater than five (5) years but less than ten (10) years, two percent (2%).
- b) For credited service greater than ten (10) years but less than fifteen (15) years, four percent (4%).
- c) For credited service greater than fifteen (15) years but less than twenty (20) years, six percent (6%).
- d) For credited service greater than twenty (20) years but less than twenty-five (25) years, eight percent
- e) For credited service greater than twenty-five (25) years, ten percent (10%).

2. Longevity pay benefits due employees who have qualified between January 1 and June 30, shall commence on January 1.

Longevity pay benefits due employees who have qualified

3. Longevity pay shall be calculated on an employee's annual base rate of pay in effect on December 31 of the preceeding year. Additional compensation of any kind whatsoever, including overtime, shall not be considered in calculating said longevity pay.

4. In no event shall longevity pay exceed the sum of One Thousand Two Hundred Dollars (\$1,200.00) annually.

#### ARTICLE V

##### A. Vacations:

1. Earned vacations for full-time employees, except Trainees, shall be granted in accordance with the following schedule and paid on the basis of established annual base salary pay rates:

YEARS OF CREDITED SERVICE	PAID DAYS OF VACATION
After $\frac{1}{2}$ year (6 months)	10 Working Days
After one (1) year	10 Additional Working Days
Two (2) through Twenty (2) years	20 Working Days
Twenty-One (21) through Twenty-Five (25)	25 Working Days
Twenty-six (26) years and over	30 Working Days

2. The vacation period fiscal year shall be from the 1st day of January through the 31st day of December of each year.

3. After the first six (6) months of credited service, an employee shall be entitled to ten (10) working days vacation and after one (1) full year of credited service, an additional ten (10) working days vacation. An employee must be an active employee at the time of eligibility in order to receive the aforementioned vacation entitlement. An employee shall be considered active, except when absent for a non-job connected disability, for discipline, on leave of absence or absent without leave.

4. Full vacation entitlement shall initiate during the second fiscal year of employment and continue during every fiscal year of employment thereafter in accordance with the prescribed vacation schedule.

5. The number of paid days of vacation shall be determined by the anniversary date of employment and shall with the exception of the first fiscal year of employment be granted at any time during the fiscal year of the anniversary date.

6. Vacation requests must be submitted in writing no later than March 1st of each year. The Library shall determine the annual vacation schedule and post schedule no later than March 31st of each year.

7. Total Library seniority shall be given vacation request preference.

8. All earned vacations must be taken during the fiscal year of eligibility, except in the event of illness, injury or Library emergency.

9. Full-time employees shall be required to take earned vacation periods in full calendar weeks, except that five (5) days of total earned vacation may be taken in single work days. Three (3) of the five (5) single days vacation must be by October 1st of each year, and the final two (2) days scheduled no later than November 1 of each year. If said single days of vacation are not requested so as to comply with the aforesaid time schedule, the Board will schedule said days accordingly.

10. Vacations may be rescheduled upon the written request of the employee including requests for full week vacations beginning other than the first day of the work week. Requests for rescheduling shall be approved provided the new vacation period does not affect the operation of the Library.

11. Part-time employees vacation entitlement shall be granted on a pro rata basis to that of a full-time employee's vacation entitlement.

12. Part-time employees shall be required to take earned vacation periods in full calendar weeks, except that twenty-five percent (25%) of such earned vacation may be taken in single days.

13. Vacation pay shall be paid in advance on minimum thirty (30) days advance notice to the starting date of the vacation period.

14. Trainees shall receive a maximum of ten (10) working days vacation annually only in accordance with Paragraph 3 above except where the number ten (10) appears, the number five (5) shall be substituted.

15. An employee shall not be scheduled to work the Saturday before or after an approved vacation period.

16. Earned vacation time shall be pro-rated to the date of departure for any employee who terminates employment for any reason with the exception of the an employee discharged because of

improper punching of time cards or theft of Library property.

17. If a paid holiday or non-contractual closing to observe a holiday falls during an employee's scheduled vacation period, either the work day or half work day, whichever is applicable, preceding or following the vacation period shall be granted in lieu of the paid holiday. As paid time-off in lieu of the holiday, the paid time off shall be at the option of the employee, but shall require Board approval. This shall also apply to any other scheduled closing which may occur during an employee's scheduled vacation period.

18. An employee absent because of illness either the scheduled workday before and/or after vacation period may be required to present a doctor's certificate to the Board as proof of illness.

B. Holidays:

1. The following days shall be recognized by the Board as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

2. Each full-time employee shall be given the aforementioned holidays off and receive seven (7) hours base rate of pay.

3. All full-time employees shall be entitled to one (1) paid day off and part-time employees averaging twenty (20) hours work weekly, one-half ( $\frac{1}{2}$ ) paid day ( $3\frac{1}{2}$  hours) off, in lieu of an additional holiday. Said paid day or half day off shall be requested no later than November 1 of each year and must be taken within the fiscal year. If said paid day or half day off is not requested by November 1, the Board shall schedule said day or half day.

4. In the event a holiday falls on Sunday, it shall be celebrated and time off with pay granted on the succeeding Monday.

5. In the event a holiday falls on Saturday, no employee shall be scheduled to work on that particular Saturday. The Holiday shall be celebrated on Friday, and all employees shall be

given the day off with pay. If the Board schedules the Library to be open on that particular Saturday, employees working on that day shall be paid at one and one-half ( $1\frac{1}{2}$ ) times their regular hourly rate of pay.

6. To be eligible for a paid holiday, an employee shall work her or his entire last scheduled workday immediately preceding and first scheduled workday immediately following the holiday. If an employee is absent due to illness on either of these days, a doctor's certificate may be required to receive holiday pay.

7. Part-time employees shall be given recognized holidays off when a scheduled work day occurs on a recognized holiday only and shall receive pay at the hourly base rate of pay times the number of hours scheduled to work on said holiday.

8. New employees shall be required to have thirty (30) days credited service prior to receiving holiday pay.

9. In the event a paid holiday is celebrated on an employee's scheduled day off, said employee shall be granted a scheduled work day off with pay in the same work week, a work day mutually agreed upon between the employee and the Board.

10. When a paid holiday occurs or is celebrated on Monday, employees shall be assigned to work the previous Saturday on a rotating basis to the best of the Board's ability.

#### C. Personal Days Off:

1. All full-time employees shall be granted three (3) personal days off annually and receive seven (7) hours base rate of pay for each work day off.

2. Requests for two (2) of the three (3) personal days off shall be requested no less than two (2) working days in advance and must be taken no later than October 1 of each year. The remaining one (1) personal day shall be requested no later than November 1 of each year. If said personal days are not requested so as to comply with the aforesaid time schedule, the Board will schedule said days accordingly.

3. Personal days must be taken in three (3) hour, four (4) hour or full day periods only, and can not be carried over until the next year except in the event of illness, injury or Library emergency.

4. New full-time employees shall be granted three (3) personal days off during their initial year of employment on a pro rata basis of credited service to the nearest four (4) month period.

5. Part-time employees shall not be entitled to personal days off.

## ARTICLE VI

### SICK LEAVE, LEAVES OF ABSENCE AND OTHER LEAVES

#### A. Sick Leave:

1. For the purposes of this Agreement, sick leave shall be defined as paid leave granted to an employee, who through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of her or his assigned job, or who is quarantined by a licensed physician because of exposure to a contagious disease, or who is required to attend an ill or injured family member living under the same roof.

2. All full-time employees, except Trainees, shall be entitled to fifteen (15) days accumulative sick leave annually effective January 1st of each year.

3. Trainees shall be entitled to ten (10) days accumulative sick leave annually effective January 1st of each year.

4. All new full-time employees shall be entitled to one and one quarter (1 $\frac{1}{4}$ ) sick leave days and Trainees, six (6) hours, for each month of credited service during the first full year of employment.

At the end of one (1) year of credited service, an employee shall immediately be credited with the remaining number of sick leave entitlement days in the then calendar year.

5. In no event shall a new employee be entitled to sick leave benefits until after six (6) months of credited service.

6. A certificate from an employee's doctor indicating medical need for sick leave shall, at the Board's option, be submitted to the Board after an absence of three (3) consecutive work days. Such certificates shall state the nature of the illness, injury or quarantine and confirm the employee's physical and/or mental ability to return to work.

7. Any employee using ten (10) sick leave days in increments of less than three (3) days during a calendar year, shall be required to submit a doctor's certificate for any additional sick leave taken during said calendar year.

8. Sick leave pay shall not be paid until a doctor's certificate affirming medical need for sick leave as required has been submitted to the Board.

9. Sick leave may be granted for a minimum period of one-half ( $\frac{1}{2}$ ) hour to attend medical, dental or other health care appointments, provided the Board is given forty-eight (48) hours notice. Abuse of minimal hours of sick leave in the opinion of the Board shall require evidence of need.

10. Part-time employees shall be entitled to sick leave on a pro rata basis of credited service to that of a full-time employee.

11. Accumulated sick leave up to eight (8) days annually in maximum periods of four (4) days each shall be granted an employee to attend a member of the employee's immediate family, who through illness or accident requires such attendance as evidenced by a medical doctor's written certificate.

12. Employees requiring sick leave in excess of their entitlement and having exhausted all vacation, compensatory time off and personal days off, may, at the option of the Board, be granted additional sick leave.

13. Upon retirement or death while employed, an employee, his or her heirs, executors or administrators shall receive one (1) day of base annual pay for each three (3) days of unused earned accumulated sick leave. Such sick leave payment shall be in one lump sum, but in no event shall exceed the sum of Ten Thousand Dollars (\$10,000.00).

#### B. Leaves of Absence:

1. An employee may be granted a leave of absence without pay for a maximum period of thirty (30) days, provided it is for a good and just reason and does not interfere with the operation of the Library facilities.

2. Maternity leaves of absence shall not exceed six (6) calendar months.



3. Upon written request and for reasons of personal illness, disability or family illness, the Board may extend a leave of absence beyond the thirty (30) day period.

4. All employee benefits, except seniority rights, shall cease after thirty (30) days leave of absence.

5. An employee granted a leave of absence without pay shall be required to use personal days, vacation, and/or compensatory time prior to taking the unpaid leave.

C. Military Leave:

1. Any employee called to active duty or inducted into the Armed Forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the Board shall make pension payments required during such leave. Each employee shall be reinstated with out loss of privileges or seniority provided he reports for duty to the Library within sixty (60) days following his/her honorable discharge or separation from the Armed Forces and provided he/she has notified the Board of his/her intent to report for duty within thirty (30) days after his/her discharge from service.

2. Any employee member of the military reserve of the United States Armed Forces shall be granted no more than two (2) weeks time off annually for active training duty. Time off for such active training duty shall be granted, provided official written notice from the military unit in which the employee is serving reserve duty is presented to the Board. Such employee serving two (2) weeks active training duty shall be paid the difference between his Library base salary and the pay received from the military during the said two (2) week tour of active duty.

D. Funeral Leave:

1. A maximum of four (4) working days leave with pay for working time lost shall be granted to an employee in the event of death in the immediate family. Immediate family shall be defined as: spouse, mother, father, defacto relative, sister, brother, daughter, son, or any relative living under the same roof as employee.

2. One (1) working day leave with pay, the day of the funeral, shall be granted to an employee in the event of death of employee's inlaw, nephew, niece, aunt, uncle, or grandparent.

3. Funeral leave shall terminate the day after the funeral unless extended by the Board.

4. Each employee may be required to produce evidence of death and the relationship of the deceased to obtain the aforementioned benefits.

E. Jury Duty:

1. An employee called for Jury Duty shall be granted leave for the period actually in attendance or serving the Court.

2. Payment for Jury Duty shall be the difference between the daily base rate of pay of the employee and the daily Jury Duty fee paid by the Court.

3. Any employee not required to report or serve the Court on any particular day during a tour of Jury Duty shall report to his or her regular assigned job.

4. The written notice to report to Jury Duty and the final Jury Duty attendance report must be presented to the employee's immediate supervisor in order to qualify for Jury Duty benefits.

5. In the event an employee is serving Jury Duty and is unable to report to the Court because of illness or accident, such employee must report his absence to the Board on the day it occurs or be subject to denial of earned sick leave benefits.

ARTICLE VII  
INSURANCE BENEFITS

1. As provided for under the New Jersey State Health Benefits Program, all employees and their eligible dependents shall be entitled to full coverage of the New Jersey Blue Cross/Blue Shield basic 1420 Series Plan which includes Rider J and Major Medical Insurance.

The entire cost of the aforementioned health insurance shall be paid by the Board.

2. Each employee shall be enrolled in the New Jersey Public Employees' Retirement System and receive all benefit entitlements therefrom.

3. All employees and their eligible dependents shall receive Dental, Vision and Prescription Plan insurance selected by and premiums paid in full by the Board.

4. Each full time employee shall be provided with a Fifteen Thousand Dollar (\$15,000) Life Insurance Policy.

5. Effective January 1, 1985, each employee shall receive temporary Benefits coverage under the State Division of Unemployment and Disability Insurance Program.

It shall be mandatory for all employees to participate in the program and, by State Law, be required to pay one half ( $\frac{1}{2}$ ) the cost of the insurance premiums.

6. Part-time employees shall only be eligible for Insurance Benefits, except Life Insurance, if their weekly work schedule provides for twenty (20) or more hours of work. Health and other insurance benefits for part-time employees scheduled to work an average of less than twenty (20) hours per week, shall be limited solely to enrollment in the New Jersey State Public Employees Retirement System program.

ARTICLE VIII

Conferences, Workshops, and Academic Study Courses

A. Conferences and Workshops:

1. Employees shall be allowed to attend certain job related activities with prior approval of the Board.

2. When attending such activities, the Board shall reimburse the employee for car mileage or public transportation expense provided it has given prior approval. Mileage expense shall be reimbursed at the rate of twenty-five cents (25¢) per mile. Tolls and parking expense, if necessary shall be reimbursed at the Board's discretion.

3. Car expense mileage reimbursement shall be calculated round trip to the site of the activity from the employee's assigned facility of employment or the employee's home, whichever distance is less.

4. Employees shall not suffer any loss of pay as a result of attending any activities, given prior approval of the Board.

B. Academic Study Courses:

1. Subject to Board approval, an employee shall be reimbursed for the cost of tuition and study books, after having successfully completed an academic course deemed beneficial to the performance of the employee's job assignment.

ARTICLE IX

A. Seniority

1. For the purposes of this Agreement, seniority is defined as follows:

- a) Library seniority is an employee's length of service determined by the original date of hire as a full-time Library employee.
- b) Classification seniority is an employee's length of service determined by the original date of permanent assignment to a particular job classification by an official act of the Library Board of Trustees.
- c) Library seniority and classification seniority for part-time employees shall be determined in the same manner as that of full-time employees, but such seniority rights shall only be recognized among part-time employees and shall be secondary to full-time employees.

2. Seniority shall not apply to assignments to the same job title in the same or another Library facility.

3. An employee shall lose all seniority rights for the following reasons:

- a) Resignation

seven (7) days after a permitted leave of absence

- c) Failure to report to work no later than forty-eight (48) hours after receipt of a telegram or certified letter of notice to resume employment after a layoff. An extension of the forty-eight (48) hour time limit may be granted by the Board for a good and just reason.
- d) Failure to be called back to work from layoff for a period equal to the employee's total employment service but not more than twelve (12) months.
- e) Failure to give thirty (30) days notice to the Board of an employee's intention to return to work after the date of discharge from military service.
- f) Discharge for just cause
- g) For periods of suspension from work for disciplinary reasons that have not been reversed through grievance procedure, arbitration or appeal to the New Jersey Department of Personnel.

#### ARTICLE X

##### A. Layoffs and Recall:

1. In the event of a layoff, classification seniority shall be observed in each classification so affected.

2. In the event of recall, classification seniority shall be observed provided the most senior former employee is mentally and physically capable of performing the work classification to which he or she is recalled.

3. Any notice of recall to an employee on layoff shall be transmitted by telegram or certified mail to the last known address of such employee.

#### ARTICLE XI

##### A. Discharge and Discipline:

1. The Board shall not suspend or discharge an employee without just cause. For the purposes of this Article "Just Cause" shall include but not be limited to:

- a) Neglect of duty or unsatisfactory work
- b) Incompetency or inefficiency
- c) Incapacity due to mental or physical disability
- d) Insubordination or serious breach of discipline
- e) Intoxication while on duty
- f) Chronic or excessive absenteeism
- g) Disorderly or immoral conduct
- h) Violation of the Board's Rules and Regulations including tardiness
- i) Engaging in any form of political activity during working hours
- j) Consumption of or being under the influence of drugs or controlled dangerous substance
- k) The conviction of a criminal crime
- l) Engaging in an illegal work stoppage
- m) Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked
- n) Failure of an employee drive of Board motor vehicles to report the revocation of said employee's New Jersey State driver's license
- o) Failure to punch a time card as required by the Board
- p) Punching the time card of another employee

2. Prior to final discharge, an employee shall be placed on three (3) working days suspension without pay and the employee and the Union notified in writing of the action to be taken by the Board. If, after said three (3) days suspension period the Union has not, in the opinion of the Board, presented sufficient reason for revocation, such decision to discharge shall stand.

3. An employee shall be subject to a maximum of one (1) day suspension without pay for failure to notify the Board of an intended absence from the scheduled work shift one (1) hour prior to starting time. A second violation shall result in a possible two (2) days suspension without pay, and more than two (2) violations in six (6) consecutive months shall be reason for termination.

4. In the event that an employee is issued a warning letter, a copy of the letter shall be forwarded to the Union and a copy placed in the employee's personnel file. If an employee has not received an additional warning letter or another disciplinary action for a period of one (1) year thereafter, such warning letter shall be removed from the employee's personnel file.

## ARTICLE XII

### A. Promotions, Demotions and Job Descriptions

1. It is the intention of the Board to fill job vacancies from the ranks of employees.

2. All new and vacant job openings shall be posted on the Library bulletin board for a period of fifteen (15) calendar days. Interested employees shall make application for such to the Board within the fifteen (15) day period. Employees on vacation during the entire fifteen (15) day period shall be permitted to apply for such job vacancies no later than the end of the second (2nd) day of their return to work.

3. An employee placed in a new or vacant job opening shall receive the starting rate of pay for such job but shall serve a ninety (90) calendar day probation period. If, at the end of the ninety (90) day probation period, an employee's job performance is unsatisfactory in the opinion of the Board, such employee shall be returned to his or her original job classification without loss of pay or classification seniority. Such employee shall further be given in writing by the Board the determinations of unsatisfactory performance.

4. If at the end of the ninety (90) day probation period an employee's job performance is satisfactory, such employee shall be given permanent job status, pending New Jersey Department of Personnel approval.

5. Temporary or provisional promotions shall be given to the most senior classification qualified employee as determined by the Board.

6. Anything therein to the contrary notwithstanding, the Board shall have the right to hire new employees to fill new or vacant positions, if in the opinion of the Board existing employees do not fill the job requirements to such positions.

7. Temporary assignments to higher job classifications shall pay no less than the starting rate of pay of such job title after twenty (20) accumulative working days in such assignment.

8. All appointments and promotions shall be made in accordance with New Jersey Department of Personnel Rules and Regulations.

9. Job description sheets for each title open to employees covered by this Agreement shall be furnished to the Union.

10. In the event an employee is demoted for reasons other than incompetence or discipline, the salary received in the lower classification shall be at the step closest to his or her previous salary level.

### ARTICLE XIII

#### A. Grievance Procedure and Arbitration:

1. A grievance within the meaning of this Agreement shall be a difference of opinion, controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of the within Agreement.

2. In the event such difference, controversy or dispute should occur between the Board and an employee, said employee and/or the Union must file a grievance in writing with the Board within five (5) working days of its occurrence or it shall be considered waived. Properly filed, a grievance takes the following procedure:

##### STEP 1

Within three (3) working days of the receipt of a grievance by the Board, the aggrieved employee, a representative of the Union upon the request of the aggrieved employee only, and the aggrieved employee's immediate Supervisor shall meet in an attempt to resolve such grievance. If the grievance is not resolved satisfactorily within three (3) working days of the meeting, the Union may notify the Board in writing of its desire to pursue said grievance through Step 2.

##### STEP 2

Within ten (10) working days of the Union's notification of the unsatisfactory resolution of a grievance in Step 1, the Library Director or Board designee, the aggrieved employee's immediate Supervisor, the aggrieved employee and a maximum of two (2) representatives of the Union shall meet to resolve such grievance. The Library Director shall within ten (10) days of such meeting advise the Union in writing of his/her decision.

If the Library Director's or designee's decision is not mutually satisfactory, the Union may within a maximum of ten (10) working days thereafter notify the Board in writing of its desire to pursue said grievance through Step 3.



### STEP 3

Within thirty (30) calendar days of the Union's notification of the unsatisfactory resolution of a grievance in Step 2, members of the Library Board of Trustees, the Library Director, the attorney for the Board at the Board's discretion, the Board's Labor Relations Representative, the aggrieved employee and a maximum of three (3) representatives of the Union shall meet to resolve such grievance.

The members of the Board of Library Trustees shall within ten (10) calendar days of such meeting advise the Union in writing of its decision.

Both parties may request arbitration by filing a written notice to the other party and petitioning the New Jersey Public Employee's Commission (PERC) within fourteen (14) working days of the unsatisfactory resolution of the grievance in this step. This time period may be extended by mutual agreement of the parties.

The decision of the PERC appointed arbitrator shall be final and binding upon the parties hereto.

The PERC appointed arbitrator shall be limited to the interpretation and/or the application of the within Agreement and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

The fees and expenses of the arbitrator shall be borne equally by the parties hereto.

3. If an aggrieved employee appeals to a grievance to the New Jersey Department of Personnel Commission, all rights to adjust said grievance through the foregoing grievance procedure shall automatically be forfeited.

## ARTICLE XIV

### A. Union Official Activities:

1. The Union shall advise the Board in writing of the names of the Shop Steward, alternates and all other Union personnel authorized to act on behalf of the Union within fourteen (14) calendar days of their election or appointment to such position.

2. The Shop Steward or his designee shall be limited during working hours at no loss in pay to the following activities:

- a) At the oral request of an employee or the Board, attend all meetings relating to the grievance procedure as described in Article XIII of this Agreement.
- b) The filing of all written grievances with the Board
- c) At the oral or written request of the Board, attend any official meeting between the Board and the Union

3. Representatives of the Union's International shall be permitted upon advance notification to the Board to visit the Union's elected officials at reasonable times of the day to discuss Union business, provided such visit does not interfere with or disrupt Library operations.

4. Reasonable time off without pay shall be granted to no more than two (2) Union officials at one time to attend bonafide County, State or National Union meetings, seminars or conventions.

#### ARTICLE XV

##### A. Union Dues Deduction:

1. The board agrees to deduct Union dues from the pay of each employee member of the Union once each month. Said Union dues shall be transmitted with a list of such employee members to the Union at its official address, or upon written authorization from the Union, the President or Treasurer of the Union within fifteen (15) calendar days of such deduction.

2. The Union agrees to furnish the written authorization from each employee member to effect such dues deduction in a specific dollar amount.

3. The Board agrees to deduct eighty-five per cent (85%) of the established Union membership dues from all non-union member employees as provided for under State Statute and shall transmit said dues deduction in accordance with Paragraph 1 hereinabove. Deductions from the pay of part-time employees scheduled to work an average of less than twenty (20) hours per week, shall not exceed forty per cent (40%) of established Union membership dues.

4. The Union agrees to indemnify and hold the Board harmless from and against any and all claims, legal suits, or liability of any kind whatsoever arising from the aforementioned deduction of dues.

#### ARTICLE XVI

##### A. Safety Committee:

1. There shall be a joint Board-Union Safety Committee comprised of two (2) members from the Board supervisory staff and two (2) employees designated by the Union.

2. The purpose of the Committee shall be to review all safety procedures and make recommendations to the Board for the prevention of accidents. The Board's response to the Committee's recommendations shall be made within a reasonable period of time.

3. The Library Board shall reasonable provisions for the safety and health of its employees. It shall establish and maintain working conditions at its facilities according to federal and state health and safety standards. The Board, the Union and all employees shall comply with the health and safety standards as well as all rules, regulations and orders issued by federal, state and local agencies regulating safety.

#### ARTICLE XVII

##### A. Bulletin Boards:

1. The Board agrees to provide a suitable bulletin board for the exclusive use of the Union to post official notices pertaining to Union affairs.

2. All material posted upon said bulletin board shall bear the approving signature of a duly elected official of the Union or be subject to immediate removal by the Board.

3. The posting of any material unrelated to Union affairs, personal or political in nature or derogatory to the Board shall be prohibited.

4. The Union's Shop Steward shall supervise the material to be posted upon the bulletin board.

#### ARTICLE XVIII

##### Non-Discrimination

Neither the Board nor the Union shall discriminate against any employee or those seeking employment because of race, color, creed, sex, age or national origin, nor because of membership or non-membership in any church, society or fraternity.

## ARTICLE XIX

### Miscellaneous

1. Meetings between the Board and full-time Librarians shall be held every other month of the year.
2. An employee may be permitted to attend a Library Board of Trustees' meeting during working hours upon prior approval of the Board.
3. All remaining vacation time, personal days, and compensatory time off due an employee shall be posted between October 1 and October 15 of each year.
4. If an employee fails to notify the Board in writing of his/her intention to retire or terminate employment a minimum of thirty (30) days in advance of such date, said employee shall forfeit all unused vacation time, personal days, compensatory time off and sick leave pay benefits if applicable. Extenuating circumstances requiring less than thirty (30) days notice shall be given consideration to waiver such forfeiture.

## ARTICLE XX

### Management Rights

Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities and rights reserved to the Board but not limited to: the right for over-all planning maintenance, modification; expansion or curtailment of services; the right to draw up job classification descriptions subject to New Jersey Department of Personnel approval; the right to decide the staffing and scheduling needs, including the time periods to performing work assignments; the right to determine the methods, processes and means of operation including the right to change or introduce processes and methods for the purpose of securing efficient and economical operation of the Library; the right to establish, relocate and terminate any branch or agency of the Library; the right to recruit, interview, appoint, assign and train employees; the right to supervise and direct employees in the discharge of their duties; the right to schedule, transfer, promote and demote employees for just cause; the right to implement disciplinary action, including reprimand, suspension, dismissal and other appropriate measures for just cause; and the right to determine, issue and enforce such rules and regulations that are deemed necessary for the most efficient, safe and effective functioning of the Library and its employees.

## ARTICLE XXI

### A. Terms of Agreement:

1. The term of this Agreement shall begin on January 1, 1990 and end on December 31, 1991.

2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party unto the other of its intention to terminate, this Agreement shall automatically be renewed for a period of one (1) year, and from year to year thereafter until such time as the aforementioned sixty (60) days written notice is given to the annual expiration date.

Nothing herein stated shall be deemed to contradict the terms and conditions of the within Agreement nor to infringe upon an employee's right to present a grievance involving the interpretation or application of the within Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date and year first set forth above.

THE BOARD OF LIBRARY TRUSTEES  
CITY OF LINDEN, NEW JERSEY

BY: Karl Roesch  
Reverend Karl Roesch, O.S.B,  
President

BY: Vincent Wright  
Vincent Wright, Secretary

LOCAL UNION NO. 212  
A/W DISTILLERY, WINE AND ALLIED  
WORKERS INTERNATIONAL UNION

BY: George Orlando  
George Orlando,  
General President-International

BY: David J. Lance  
David Lance, President

BY: Gertrude Cohen  
Gertrude Cohen

LOCAL #212

SCHEDULE "A"

Salaries and Wages -- 1990

	<u>Senior Librarian</u>	<u>Junior Librarian</u>	<u>Library Intern</u>	<u>Library Trainee</u>
Starting Rate	28,562	22,124	17,166	13,120
1 yr.	29,162	22,674	17,591	13,445
2 yrs.	29,762	23,224	18,016	13,770
3 yrs.	30,362	23,774	18,441	14,095
4 yrs.	30,962	24,324	18,866	14,420
5 yrs.	31,562	24,874	19,291	14,745
6 yrs.	32,262	25,424	19,716	15,070
7 yrs.	32,962	25,974	20,011	15,395
8 yrs.	33,662	26,524		15,720
9 yrs.	34,362	27,074		15,875
10 yrs.	35,062	27,624		
11 yrs.	35,231	28,142		

Salaries and Wages -- 1991

	<u>Senior Librarian</u>	<u>Junior Librarian</u>	<u>Library Intern</u>	<u>Library Trainee</u>
Starting Rate	30,133	23,341	18,110	13,842
1 yr.	30,733	23,891	18,535	14,167
2 yrs.	31,333	24,441	18,960	14,492
3 yrs.	31,933	24,991	19,385	14,817
4 yrs.	32,533	25,541	19,810	15,142
5 yrs.	33,133	26,091	20,235	15,467
6 yrs.	33,833	26,641	20,660	15,792
7 yrs.	34,533	27,191	21,085	16,117
8 yrs.	35,233	27,741	21,112	16,442
9 yrs.	35,933	28,291		16,748
10 yrs.	36,633	28,841		
11 yrs.	37,169	29,391		
12 yrs.		29,690		