

**AGREEMENT**

Between

**WESTFIELD MEMORIAL LIBRARY**

And

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

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EFFECTIVE: January 1, 2005 through and including December 31, 2007

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## **PREAMBLE**

This Agreement entered into by the Westfield Memorial Library Board of Trustees, hereinafter referred to as the "Library" and the Communications Workers of America, AFL- CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the parties, the establishment of an equitable and peaceful means of resolving any misunderstandings or differences which may arise, and the establishment of pay, hours of work and other conditions of employment.

The Library and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union.

**ARTICLE 1:**  
**RECOGNITION**

The Library recognizes the Union as the sole and exclusive representative for the collective negotiations unit which consists of all regularly employed full and part-time non-supervisory professional Librarians employed by the Westfield Memorial Library Board of Trustees, but excluding all managerial executives, confidential employees, supervisory employees within the meaning of the act, craft employees, casual employees, and all other Employees employed by the Employer.

If the Employer adds new professional librarian titles, it agrees that within thirty (30) days, it will:

- (1) Notify the Union
- (2) Give a copy of any job specification for the new title to the Union
- (3) Advise the Union of the proposed hours of work, wages and other

terms and conditions of employment established for the title.

The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning negotiable issues. It is the intention of the parties, if possible, to reach mutual agreement on inclusion of new professional librarian titles that appropriately belong in the unit. It is the further intention of the parties to use wage scales for existing titles as a basis to determine the appropriateness of the wage rate established for such new titles.

## **ARTICLE 2:**

### **DUES CHECK OFF AND AGENCY FEE**

#### **A. Dues Check off**

Upon receipt of a properly written authorization from the Employee, the Library shall deduct Union dues in the amount of 1.15% of gross pay, or such other amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is to be remitted by the Employer. The Library shall remit the dues to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington, DC 20001-2797. Said remittance shall be made by the 10<sup>th</sup> day of the month following the calendar month in which such deductions are made along with a list of the names, hours of work, titles, addresses, and salaries of those from whom such deductions were made. A copy of the list shall also be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey 08852.

#### **B. Agency Fee**

The Library further agrees to deduct from the pay of each Employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing with the 30<sup>th</sup> day of employment. The representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Library.

C. Hold Harmless

The Union agrees to indemnify and hold the Library harmless against any and all claims, suits, orders or judgments brought or issued against the Library or the Union under the provisions of this Article of the Agreement and for any attorney fees incurred by the Library in connection with any such claim or suit that may be filed.

**ARTICLE 3:**

**MANAGEMENT RIGHTS**

The Library has both the legal responsibility and the sole right to manage and conduct the business of the Library and, except as specifically limited in this Agreement, to:

- (a) Direct the employees,
- (b) Hire, promote, transfer, assign, schedule, layoff and recall,
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause,
- (d) Control of all Library property.

The management and direction of the work force shall be in the sole discretion and the sole responsibility of the Library, and except as otherwise provided herein, the Library retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; to subcontract; plan, direct and control the entire operation of all departments, discontinue, consolidate or reorganize any department or branch; transfer any and all operations to any location or discontinue the same in whole or in part; make technological

improvements and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Library prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Library prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Library, except as limited herein.

#### **ARTICLE 4:**

#### **UNION RIGHTS**

##### **A. Union Activities**

1. The Union will advise the Library in writing of the names of its representatives and the terms for which they are to serve in a representative capacity.

2. Members of the Union not to exceed two (2) who are elected by the Union to negotiate with Management shall be granted time off as necessary and reasonable to attend negotiations with Management which are mutually scheduled during hours the library is open.

3. Employees shall have the right for a steward to be present, if the employee so requests, during any meeting which the employee believes may result in his/her discipline.

4. No loss of pay shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure.

5. The Union will be permitted to hold meetings to be attended by members on non-work time, in the Library upon advance notice and approval by the Library.



Union Stewards and members shall also have the right to distribute written materials and discuss Union matters with Employees on non-work time, provided such distribution and discussion does not interfere with or disrupt the normal operation of the Library.

B. Bulletin Board

The Employer shall furnish space for a Union bulletin board in a mutually agreeable area not open to the general public. This bulletin board will be solely for the purpose of exhibiting official business of the Union. The material shall not contain anything profane, obscene, defamatory or derogatory with respect to the Library or its representatives and employees or anything constituting partisan political activity. Materials which violate provisions of this Article may be removed by the Library and the Union jointly.

**ARTICLE 5:**

**DISCIPLINE AND GRIEVANCE PROCEDURE**

A. Definitions

1. "Grievance" shall mean a complaint by an employee or employees or the Union that there has been a violation, misinterpretation or incorrect application of any of the provisions of this Agreement.

2. "Grievant shall mean an employee who files a grievance.

3. "Representative shall mean a person or agent designated to represent either party in this procedure, including Union Stewards and non-employee representatives.

B. Discipline

Employees may only be disciplined for just cause.

C. Grievance Procedure

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the disputes which may arise affecting the terms and conditions of employment.

It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed by both the grievant and the Library, the time limits given below may be extended.

If the Library does not answer a grievance or an appeal thereof to the Union within the specified time limits, the Union may proceed to the next step of the grievance procedure. Failure by the grievant or the Union to initiate or process a grievance to the next step within the time limits provided for herein shall constitute a withdrawal of the grievance with prejudice or an acceptance of the last management response to the grievance.

Union Stewards or other employees acting as representatives for the Union and so designated by the Union to the Library, shall be permitted to investigate and represent employees of the Library in grievances or disciplinary appeals without loss of pay for the time used for that purpose. Investigations shall be done during non working hours whenever possible.

Employees who serve as witnesses during a grievance shall be able to do so without loss of pay for the time used for that purpose, and shall not be penalized in any way for such service.

D. Grievance Steps

a) Step One: Immediate supervisor or department head. Any employee who feels he or she has a grievance shall, within fifteen (15) calendar days of the event, discuss it first with his/her Union Steward and immediate supervisor or Department Head in an attempt to resolve the matter informally.

b) Step Two: Library Director. If, as a result of the foregoing discussion, the matter is not resolved to the satisfaction of the Employee within fifteen (15) calendar days, the grievant and his/her Union Shop Steward shall present the Employee's grievance, in writing, to the Library Director. Within ten (10) calendar days of notification by the employee or employees, a meeting shall be held by the Library Director or his/her designee. At this meeting, the grievant may have a representative chosen by the Union. A response will be rendered, in writing, within ten (10) calendar days following the meeting by the Library Director or his/her designee.

c) Step Three: Library Board of Trustees. If the grievance has not been resolved or the Library Director has not issued a response within the timeframe, it may be submitted, within ten (10) calendar days of the response at Step Two, or the expiration of the time frames of Step 2 to the Chair of the Personnel Committee of the Board of Trustees. The Board may hold a hearing within twenty (20) calendar days of receipt of the grievance or at the next regularly scheduled Board meeting, whichever is sooner. At such hearing, the employee may have a representative selected by the

Union. The Board will render a decision in writing no later than ten (10) calendar days following the hearing or following its consideration of the grievance if no hearing is held.

d) Step 4: Arbitration. If the matter is not resolved at Step 3, or the Board does not issue a decision within the timeframes, the grievance may be moved to arbitration by the Union within twenty (20) calendar days from the date of the decision or the expiration of the timeframes of Step 3.

Should the Union wish to move a grievance to arbitration, the Union shall notify the Public Employment Relations Commission of same with a copy to the Employer and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission.

The cost of the arbitrator and his/her expenses shall be borne equally by both parties.

Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates this Agreement. He/she shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he/she in any case have power to rule on any issue or dispute excepted from the definition of a grievance as contained in this Article.

Effective January 1, 2006 the decision or award of the arbitrator shall be binding on the parties.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

## **ARTICLE 6:**

### **SALARIES**

Section 1: During the term of this Agreement, full and part time employees covered hereunder who are in the employ of the Library on and after the date of ratification and approval of this Agreement, shall receive the following adjustment to salary or hourly rate:

- A. Effective the first pay period in January 2005 there shall be a general wage increase (GWI) of four (4%) percent per annum.
- B. Effective the first pay period in January 2006 there shall be a general wage increase of two and one half (2.5%) percent per annum, and after application of that GWI employees will be placed on the salary guide attached to the contract as Schedule A at the nearest Step that will provide the employee with an additional increase of one and one half (1.5%) percent per annum.
- C. Effective the first pay period in January 2007 there shall be a GWI of two and one half (2.5%) percent per annum applied to the salary guide. In addition to the salary guide, employees who receive a satisfactory performance evaluation for the preceding year and who

are not at the maximum of the salary range shall be eligible for an increase to the next higher step of the range.

- D. New Hire Rate. The Library shall have the option to hire employees above the minimum up to Step 3 of the salary range based upon education and relevant experience.

Section 2: Performance Evaluation:

The Library and CWA agree to establish a performance evaluation program that is job related and will not only measure employee performance but will assist each employee in the development of the knowledge, skills and abilities needed to perform his/her assigned duties in a highly competent manner. The general provisions applicable to this performance evaluation program are outlined as follows:

- (1) All employees will have the same evaluation period which will be October 1 of the previous year through September 30 of the present year.
- (2) An interim job performance discussion will occur on or about March 10 of each year a summary of which will be reduced to writing and the performance evaluation will be completed on or about September 10 of each year.
- (3) At the beginning of the evaluation period the supervisor and the employee will establish the assignments of the job and outline the objective and measurable standards by which the performance of those assignments will be measured. If the supervisor and employee have unresolved differences concerning the assignments of the job, those differences will be reviewed and resolved by the Library Director. The Union shall be

notified of any such unresolved differences and shall have the right to discuss the matter with the Library Director before such differences are resolved.

- (4) A standard evaluation form will be used for all employees that will be the same form presently used by the Library. The employee will sign the completed standard evaluation form as well as the interim and final evaluations to indicate that the employee has seen the completed documents and a copy of each will be given to the employee.
- (5) Performance evaluations may be used as a factor in promotions.
- (6) Evaluation categories:

There are two categories of evaluation for an employee which are set forth below. The existing performance evaluation system will be used to develop an overall evaluation, and if that evaluation is 30 or above, the employee will receive a satisfactory performance. If that evaluation is below 30, the employee will receive a needs improvement.

(a) "Needs Improvement" this evaluation is only applicable if the employee consistently fails to meet quality standards in the performance of the assignments for his/her job, and there must be sufficient documentation showing a consistent failure to meet quality standards. Where the performance of an employee is less than satisfactory, there will be another interim evaluation not less than 90 days prior to the final

evaluation pursuant to which specific problems and necessary remedial action will be discussed.

An employee who receives a "Needs Improvement" will not receive a step increase in January unless the reevaluation procedure set forth herein results in a satisfactory performance rating. Such employee may appeal a "Needs Improvement" rating to the Union and if, after review of the appeal, the Union feels further review is justified it may discuss the matter with the Library Director. If the employee appeals the "Needs Improvement" rating but no change is made, or if the employee does not appeal the initial "Needs Improvement" rating, he/she shall be re-evaluated in three (3) months and if such employee is re-evaluated to satisfactory performance, he/she will receive the step increase in January. If the employee is still rated as "Needs Improvement", there shall be a meeting between the supervisor, the Library Director, the employee and the Union as soon as possible to determine the future course of action.

(b) "Satisfactory Performance" – this is the evaluation that will be given when an employee is performing satisfactorily and generally meets the quality standards of performance that are expected for his/her job. An employee receiving a satisfactory performance evaluation will also receive the appropriate step increase in the first pay period of January provided such step increase does not result in the salary of the employee being above the maximum for the range of that grade.

(7) Miscellaneous:



The grievance and arbitration procedure set forth in the collective negotiations agreement between the parties shall not be applicable to the provision of the Performance Evaluation Program. Instead, the parties shall use the appeal procedure established in the Performance Evaluation Program. The parties also agree to review the Performance Evaluation Program at the end of each year, and if the Union factually demonstrates unfair treatment by the Library with respect to any appeals of "Needs Improvement" that may be filed, the parties agree to reopen the contract for the exclusive purpose of negotiating with respect to a solution of the appeals problem which would include negotiation concerning third party intervention.

Section 3: Payment under this Article will be made only to those employees on the payroll at the time of the formal execution of this agreement, or who retired on or after January 1, 2005.

## **ARTICLE 7:**

### **HOURS OF WORK**

The standard work week for full-time employees is a five (5) day week consisting of thirty-five (35) hours (exclusive of one hour meal periods) Additional time up to forty (40) hours is compensatory time on an hour for hour basis. All hours worked beyond forty (40) in a pay week will be compensated at one and one half (1 ½) times the Employee's normal rate of pay. The Employee may request to accept compensatory time in lieu of payment, but the final decision on compensatory time or cash shall be made by the Employer.

Evening and Saturday work is a condition of employment for both full and part-time employees. Full-time employees may be scheduled one evening per week and may be scheduled alternate Saturdays with a day off during that week, except in the case of unforeseen staff shortage or other emergencies.

All work performed on Sunday will be compensated at one and one-half (1 ½) times the Employee's normal rate of pay. Sunday work will be voluntary and openings will be filled in order of seniority. If there are insufficient volunteers, then the employee shall be assigned to work in inverse order of seniority. No employee shall be required to work more than one **Sunday in four**. This section shall not apply to any employee hired on or after January 1, 2006 whose regular weekly work schedule includes work on Sunday.

Employees covered by this Agreement will work a maximum of three (3) summer Saturdays unless staffing levels require more summer Saturday work.

a) Meal Periods

All Full-time Employees shall have a one (1) hour unpaid meal break which shall be taken near the middle of their work day.

Part-time Employees scheduled to work more than five (5) consecutive hours must receive an unpaid meal break of at least one-half (½) hour and may choose to take up to an hour.

b) Breaks

Breaks are considered working time. All full-time Employees shall receive two (2) fifteen (15) minute breaks, with one to be taken in the morning and the

other to be taken in the afternoon. When working the night shift, Employees will take one break in the afternoon and the second break in the evening.

Part-time Employees working four (4) consecutive hours or more shall receive one (1) fifteen (15) minute break

## **ARTICLE 8:**

### **HOLIDAYS**

Section 1: All full-time Employees shall have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	
Labor Day	

Section 2: Effective January 1, 2007, part time employees who work at least ten (10) hours per week throughout the calendar year shall be entitled to four (4) hours of holiday pay after three (3) or more years of service with the Westfield Memorial Library. Payment for those eligible to receive the holiday pay shall be made with the last regular pay in December.

Section 3: When a holiday falls on Saturday it will be celebrated on the Friday and when the holiday falls on Sunday the following Monday will usually be designated as the holiday. However, the Board of Trustee may choose to keep the Library open on any of these holidays, except Thanksgiving, Christmas, New Year's and Independence Day, in which case employees working on the designated holidays will be compensated at time and one half (1 ½) rate with part time employees paid in cash and full time

employees paid in cash or compensatory time as determined by the Library. If full time employee is not scheduled to work the day of the holiday, he/she shall receive another day off with pay the week in which the holiday falls or the next succeeding week.

Section 4: If a paid holiday falls within a Full-Time Employee's vacation period, a vacation day will not be charged to the Employee for the holiday. To be eligible for holiday pay, an employee must be at work on his/her scheduled work day next preceding and following the holiday unless excused by the Library.

## **ARTICLE 9:**

### **VACATION**

Section 1: Full-Time Employees earn vacation according to the following schedule:

Employees of less than ten (10) years	22 days
Employees of ten (10) or more years	27 days

Section 2: One twelfth (1/12) of the annual vacation allotment is accrued at the end of each full calendar month of employment (one and five sixths days per month for Employees of less than ten (10) years, two and one-twelfth days per month for Employees of ten (10) or more years) Library Employees of less than ten (10) years may accumulate vacation up to a maximum of twenty-seven (27) days. Library Employees with ten (10) or more years may accumulate a maximum of thirty-five (35) days. Probationary Employees earn vacation but may not take it until the three (3) month probation is completed.

Section 3: Part-Time Employees earn the same number of vacation days as Full-Time Employees, pro-rated to the number of hours worked in an average day.

Probationary employees earn vacation but may not take it until the three (3) month probation is complete.

Part Time Employees who become Full Time Employees receive vacation leave accrued in the current year by adding those hours to the vacation entitlement available to the employee pro rated from and for the entire month when the change from part time to full time accrues.

Section 4: When illness or injury occurs during an Employee's vacation period, the Employee is allowed to charge such days against sick time and to reschedule additional vacation later in the year. The Library may require proof of illness for sick time conversion. If the death of an immediate family member occurs during a scheduled vacation, the Employee may substitute bereavement leave for the days taken for vacation.

Section 5: On separation from employment, Full-Time and Part-Time workers will be paid for any earned, unused vacation less any money they may owe to the Westfield Memorial Library. The value of any vacation taken in the year of separation from employment beyond pro rated entitlement shall be deducted from the final payment to the employee.

Section 6: Vacation requests submitted by March 1 of each calendar year are subject to approval by seniority consistent with the efficient operation of the Library. Requests for approval by March 1 shall be decided no later than March 15 and these approvals cannot be rescinded.

Requests submitted after March 1 shall be decided on a first come first serve basis and normally will be decided within five (5) days of submission.

Employees submitting requests for vacation to be taken prior to March 1 will receive a response to their requests within five (5) days.

**ARTICLE 10:**

**SICK LEAVE**

Full-Time Employees are entitled to time off with pay when incapacitated either through personal illness or disabling injury. Sick time is also granted for medical, dental or optical appointments, and for illness in the immediate family that requires the employee's personal care. Immediate family is defined as parent, grandparent, spouse, spouse's parent, child, grandchild and sibling.

During the first calendar year of employment, a Full-Time Employee accrues one and one-quarter (1¼) sick days for every full calendar month of work. Thereafter, the Employee is credited with fifteen (15) sick days each January 1.

Part-Time Employees receive paid sick time pro-rated to the number of hours for which they are budgeted to work per week

Any unused sick leave shall be cumulative from year to year to a maximum of ninety (90) days.

An employee who retires under PERS from employment with the Library shall be reimbursed for accumulated unused sick time at the rate of one (1) day for every three (3) days of accumulated sick days to a maximum payment of fifteen (\$15,000.00) thousand dollars.

**ARTICLE 11:**

**BEREAVEMENT LEAVE**

Up to four (4) working days leave with pay are allowed for Library Employees to attend to a death in the immediate family. Immediate family is defined as in the sick leave article. Employees may use vacation or personal days to extend the leave if necessary, with the approval of the Library Director.

**ARTICLE 12:**

**PERSONAL DAYS**

Full-Time Employees shall be entitled to two (2) personal leave days each year. Personal days should be requested in advance, but may be used without prior notice in case of an emergency. Personal days may be taken as full or half days.

**ARTICLE 13:**

**JURY DUTY**

Paid leave is granted to any Employee called to jury duty. An Employee is not required to report back for work on any day in which Court is attended for jury duty, regardless of the Employee's shift.

**ARTICLE 14:**

**SPECIAL LEAVE**

Absence with pay for personal emergency may be permitted by the Library Director for circumstances not covered elsewhere in the Agreement. Such absences may not exceed five (5) days.

**ARTICLE 15:**

**LONGEVITY**

Full-Time Employees hired before January 1, 1991 are paid, in addition to their annual salary or wage, a longevity payment as per Section 2-12.21 of the Town Code and its amendment in General Ordinance No 1452.

The Library will give part-time Employees hired before January 1, 1991 pro-rated longevity pay consistent with the schedule used for full-time Employees.

Longevity pay begins after completion of five (5) years of service, and it is increased after ten (10), fifteen (15) and twenty (20) years, up to twenty-five (25) years of service.

Longevity pay is given to eligible full-time Employees in their regular salaries. Eligible part-time Employees receive an annual lump sum longevity payment.

Longevity percentages and computation are contained in the Town Code.

Any full-time or part-time employee hired on or after January 1, 1991 is not eligible for the longevity bonus.

Part-time Employees who become full-time Employees are paid their pro-rated longevity with a supplement to reflect salary increases determined as follows:

Longevity payment will include the sum of the pro-rated payment earned during the last year of part-time employment plus the same percentage applied to the difference between the current year's full-time salary and the earnings during the last year of part-time employment until they are eligible for full-time longevity. Full-time longevity will then be computed from the date the full-time position became effective,



and will replace the above formula at the Employee's fifth anniversary as a full-time staff member.

#### **ARTICLE 16:**

#### **LEAVES OF ABSENCE WITHOUT PAY**

A leave of absence without pay **for up to six (6) months** may be granted to any Library Employee on recommendation of the Library Director and with the approval of the Board of Trustees. Upon return to work the Employee will be offered the same or equivalent position held before the leave.

No vacation leave, sick time or personal days are accrued during unpaid leaves of absence. Leave of absence qualifying under the State Family Leave Act or the Federal Family and Medical Leave Act shall be administered in accordance with applicable statutes and regulations. Consistent with such statutory and regulatory requirements, health and life insurance premiums may be paid by the Employee to maintain coverage during this period.

**ARTICLE 17:**

**MILITARY LEAVE**

Any Library Employee who is entitled to military leave shall be granted such leave in accordance with the provisions of all applicable state and federal statutes, rules and regulations.

**ARTICLE 18:**

**HEALTH INSURANCE**

A. Medical

The Employer shall continue to provide each full-time Employee covered by this Agreement and his/her eligible dependents with a fully paid plan of health care insurance, including hospital, surgical and major medical coverage, consistent with Town policy. Effective January 1, 2006 the Traditional Plan shall be replaced with a Preferred Provider Plan.

B. Dental

The employer shall continue to provide each full-time Employee covered by this Agreement and his/her eligible dependents with dental insurance consistent with Town policy.

**ARTICLE 19:**

**JOB DESCRIPTIONS**

The Library shall prepare job descriptions for titles and positions covered by this Agreement and shall make such descriptions available to current Employees and to new hires.

The Library shall make any changes in such job descriptions available to current Employees and to new hires.

**ARTICLE 20:**

**PROBATIONARY PERIOD**

All new library employees are on probation for the first three months. This probationary period may be extended by up to an additional three months at the request of the Library and agreement of the Union. The employee's supervisor shall complete a performance evaluation in writing and discuss results with the employee at the end of the probationary period. The Library Director may make a permanent appointment after the submission of the performance evaluation. The Library reserves the right to terminate probationary employees at any time during the three-month period if the Library Director assesses that it is in the best interest of the Library to take such action and any such action shall not be subject to the provision of this contract. An employee who is terminated while on probation shall not be entitled to payment for any benefits upon such termination.

**ARTICLE 21:**

**NO STRIKE**

Section 1: There shall be no strikes, work stoppages, slowdowns or other interruptions of work, for any reason whether or not specified herein or contemplated by the parties at the time this contract is made, and whether or not the reason for such conduct is subject to the grievance and arbitration provisions of this contract. Any such action shall be a violation of this Agreement.

No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Library shall have the right to take disciplinary action including discharge against any employee participating in a violation of the provisions of this Article. Nothing contained in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.

Section 2: In consideration of the foregoing, the Library agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

**ARTICLE 22:**

**LABOR/MANAGEMENT MEETINGS**

Labor/Management Meetings to discuss non-contract issues considered important by either the Union or the Employer, may be arranged by mutual agreement

between the Union representative and the Library Director. Meetings shall be attended by such representatives for the parties as they deem useful to the discussion.

Arrangements for the time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a proposed list of Employees who will attend, and an agenda of the matters to be discussed. The members of the Union attending such meetings shall not lose time or pay for time so spent.

### **ARTICLE 23:**

#### **PERSONNEL FILES**

Each Employee may review the contents of his/her personnel file in the presence of the Library Director or his/her designee provided reasonable notice of not less than three (3) days has been given by the Employee. A Union representative may accompany the Employee while he/she reviews the file.

The Employee shall have the right to respond to any document in his/her personnel file within thirty (30) working days of its receipt by the Employee. Such response shall be directed to the appropriate party and shall be included in the Employee's personnel file.

### **ARTICLE 24:**

#### **JOB POSTING**

The Employer shall post all permanent vacancies other than entry level positions and promotional opportunities on the Union Bulletin Board for at least eleven (11) calendar days prior to filling the vacancy.

## **ARTICLE 25:**

### **PROMOTIONS AND REASSIGNMENTS**

Section 1: Where a promotional vacancy in the unit occurs and two (2) or more employees are under consideration for such vacancy, the Library shall promote the most senior qualified employee who bids the job. The procedure to determine the most senior qualified employee shall be to look first to the individual Department where the vacancy exists, and then to the entire Library work force. The provisions of this contract will not apply when an employee in the negotiation unit is promoted to a supervisor or other position that is not covered by the terms and conditions of this Agreement.

Section 2: An employee who is promoted shall serve a probationary period. If he/she is removed from the new job during the probationary period for failure to perform the new duties and responsibilities in a satisfactory manner, he/she shall be entitled to return to his/her former position without loss of seniority or other benefits.

Section 3: Where the Library determines that a vacancy exists in the unit (other than a promotional vacancy), any employee may request, in writing, reassignment to fill such vacancy. The vacancy shall be filled by the senior qualified employee from the same job classification who requests such reassignment. If no applicants apply from that specific job classification, then the senior qualified candidate from a different job classification who applies will be selected.

Section 4: Employees selected to fill a vacancy either by promotion or lateral transfer are deemed probationary in their new position for up to ninety (90) calendar

days which is considered a trial period, and the employer may determine at any time during that trial period whether it will retain the employee in the new position. If the employee is not retained in the new position, she/he shall be returned to her/his former position without loss of seniority.

Section 5: Employees who are promoted to a title with a higher salary range maximum shall be entitled to an increase to the next highest step that provides an increase of not less than 5% upon successful completion of the probationary period.

#### **ARTICLE 26:**

#### **OUT-OF-TITLE WORK**

In the event that an employee is assigned to perform all of the future work in a job classification higher than his/her job group for a period in excess of forty-five (45) consecutive work days, the employee shall be paid at the lowest salary in effect for the job group of the wage scale of the work which he/she is performing or five (5%) over the Employee's current base wage, whichever is higher, after the forty-fifth consecutive day.

#### **ARTICLE 27:**

#### **HEALTH & SAFETY**

The Employer agrees to continue to provide healthful and safe working conditions for the employees. In the event that the Westfield Memorial Library closes due to snow conditions, employees scheduled to work that day will not lose straight time pay that they would have received for working their scheduled hours that day.

**ARTICLE 28:**

**CONTINUING EDUCATION/STAFF DEVELOPMENT**

- A. Criteria for all courses, workshops, continuing education activities:
1. Must be appropriate in meeting library needs as well as personal/professional needs of staff member.
  2. Scheduling of activities must take into account the successful daily operation of the Library.
- B. Workshops, Short Courses, Seminars:

Participation in continuing education and professional activities is encouraged for all staff members, and is considered as library work time so that there will be no loss of regular salary but no overtime compensation will be paid.

Participation in these activities will be granted at the discretion of the Director and if granted, reasonable documented expenses will be paid in accordance with present practice.

**ARTICLE 29:**

**NON-DISCRIMINATION**

The Library and the Union agree that neither will discriminate against any employee with respect to matters relating to employment because of such employee's race, color, national origin, religion, sex, age sexual orientation, union membership or activities, veteran's status, political affiliation or protected union activity.



**ARTICLE 30:**

**SEVERABILITY AND SAVINGS**

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or endorsement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to the validity, such provisions shall be inoperative but all other provisions shall not be affected and shall thereby continue in full force and effect.

**ARTICLE 31:**

**FULLY BARGAINED CLAUSE**

The foregoing constitutes the entire Agreement between the parties and settles for the term of this Agreement all matters raised or that could have been raised for purposes of collective negotiations. Regulations, policies and procedures which conflict with any terms of this Agreement will be considered to be modified consistent with this Agreement; otherwise, such regulations, policies and procedures shall remain in full force and effect subject to change by the employer consistent with any legal obligations it may have to negotiate about such change.

**ARTICLE 32:**

**TERMS OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2005 to and including December 31, 2007, and shall continue from year to year thereafter unless written notice of desire to amend or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties have hereunto fixed their signatures.

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO**

By: \_\_\_\_\_  
Phyllis Haefner

By: \_\_\_\_\_  
René Garzon

By: \_\_\_\_\_  
Laurie Anderson

By: \_\_\_\_\_  
Joan Gelman

By: \_\_\_\_\_

**WESTFIELD MEMORIAL LIBRARY**

By: \_\_\_\_\_  
Cynthia Cockren, President

By: \_\_\_\_\_  
Philip Israel, Director

## WESTFIELD LIBRARY SALARY GUIDE

2006

	Librarian (Hourly Rate)	Librarian Part-Time (Hourly Rate)
Step		
1	\$43,277	\$23.78
2	\$43,926	\$24.14
3	\$44,585	\$24.50
4	\$45,254	\$24.87
5	\$45,933	\$25.24
6	\$46,622	\$25.62
7	\$47,321	\$26.00
8	\$48,031	\$26.39
9	\$48,751	\$26.79
10	\$49,482	\$27.19
11	\$50,225	\$27.60
12	\$50,978	\$28.01
13	\$51,743	\$28.43
14	\$52,519	\$28.86
15	\$53,307	\$29.29

## WESTFIELD LIBRARY SALARY GUIDE

2007

	Librarian (Hourly Rate)	Librarian Part-Time (Hourly Rate)
Step		
1	\$44,359	\$24.37
2	\$45,024	\$24.74
3	\$45,700	\$25.11
4	\$46,385	\$25.49
5	\$47,081	\$25.87
6	\$47,788	\$26.26
7	\$48,504	\$26.65
8	\$49,232	\$27.05
9	\$49,970	\$27.46
10	\$50,719	\$27.87
11	\$51,481	\$28.29
12	\$52,252	\$28.71
13	\$53,037	\$29.14
14	\$53,832	\$29.58
15	\$54,640	\$30.02

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