

UNION CONTRACT

2008, 2009, 2010, 2011

ENGLEWOOD PUBLIC LIBRARY

31 Engle Street
Englewood, New Jersey 07631

INTRODUCTION

It is hereby agreed and stipulated that the Public Library City of Englewood (hereinafter referred to as "Employer") recognizes Local 108, R.W.D.S.U. AFL-CIO (hereinafter referred to as the "Union") as the sole Collective Bargaining Agent for all the employees of the Library, excepting those excluded by PERC at the representation election held on May 12, 1977, as modified pursuant to the Agreement between the parties dated March 10, 2004 in Englewood Library and RWDSU Local 108 Public Employees Division, Docket Nos. C)-2004-212 and RO2004-006 (i.e., Director, Assistant Director, Administrative Assistant/Confidential Secretary, Bookkeeper, Pages, Temporary Grant Employees, and hourly employees [working less than 7 hours per week as averaged over previous 12 week period]).

The Employer agrees to deduct the Union weekly dues and initiation from the pay of those employees who individually request in writing that such deductions be made by executing an authorization assignment form acceptable to the Board. The amounts to be deducted shall be recertified to the Employer by an Officer of the Union, and the aggregate deductions of all employees shall be remitted to the Office of the Union, together with a list of the names of all employees for whom the deductions were made, by the 10th day of the succeeding month after each deduction is made. It is understood that such authorization shall remain in effect for the term of this Agreement providing it does not contravene any law.

The Union shall provide the Employer with the dues calculation for full-time, part-time and covered hourly employees.

The Union shall have an agency shop at the prescribed 85% as per statute.

The Union shall indemnify and hold harmless the Library from any and all claims by employees included within the bargaining unit respecting the withholding of representational fees.

The term of this Agreement shall commence January 1, 2008 and shall continue until December 31, 2011.

ARTICLE I - WORKING CONDITIONS

1-1 Work Week and Work Hours

A. The regular work week for full-time employees shall be 35 hours.

B. The regular work week for part-time employees shall not be less than 18 hours nor equal to or greater than 35 hours.

C. Covered hourly employees shall work such hours as the Employer shall determine but less than 18 hours per week. If such employees work less than 7 hours per week, as averaged over the previous 12 week period, they shall no longer be covered hourly employees.

1-2 Meals

All covered employees working more than five hours on any single day shall receive one hour, without pay, for lunch or dinner.

1-3 Rest Periods

All covered employees shall be entitled to one 15 minute paid break for each 3-1/2 hour working period.

1-4 Overtime

A. There shall be no overtime authorized except as determined by the Library Director.

B. Overtime shall be paid for hours worked in excess of 35 hours per week at time and one half.

C. Overtime for any hours or part thereof worked on Sundays for full-time and part-time covered employees shall be paid at double time. Covered hourly employees shall be paid at time and one-half for hours worked on Sundays.

D. Full and part-time covered employees called in to work on a regular day off shall be entitled to a minimum of three (3) hours pay.

E. Compensatory time off, in lieu of pay, may be taken subject to the consent of both the Employee and the Library, subject to the provisions of the Fair Labor Standards Act and applicable law.

1-5 Pay Period

All covered employees will be paid on a biweekly basis.

ARTICLE II - RECRUITMENT AND APPOINTMENTS

2-1 Basis for Appointment

Appointments shall be made at the discretion of the appointing authority.

2-2 Ban on Discrimination

There shall be no discrimination, interference or coercion by the Board of any of its agents against the employees represented by the Union because of membership or activity in the Union. Neither the Library board nor the Union shall discriminate against any employee because of race, creed, color, age, sex, national origin or sexual orientation provided, however, that this section shall not be subject to arbitration under the grievance procedure. In the event of a dispute which the parties are unable to resolve, either party may refer the dispute to the appropriate state or federal agency.

2-3 Probation

All new full time and part time covered employees shall be on probation for a period of six months. All new hourly covered employees shall be on probation for a period of nine (9) months. During probation an employee may be discharged at the discretion of the Library Director.

ARTICLE III - PROMOTIONS AND TERMINATIONS

3-1 Evaluation

All covered employees shall receive a minimum of one formal evaluation review by the Library Director or department head while on initial probation and, thereafter, receive a minimum of one evaluation per year. All evaluations must be given to the employee in writing.

3-2 Promotions

A. Vacancies shall be filled at the sole discretion of the Board.

B. The Library will endeavor to fill vacant job classifications by promoting covered employees from lower rate job titles, where such covered employees have the qualifications and abilities to perform the work. However, the final decision shall be at the sole discretion of the Library. Any such vacancy shall be posted according to Section 3.3.

C. A covered employee shall serve a three month probationary period in the new job classification during which any evaluation for performance shall be made by the Director or designee. If a covered employee is found unsatisfactory during the probationary period, the covered employee will be allowed to return to their former or

similar position. However, if the promotion resulted in a raise, the salary shall be reduced appropriately.

3-3 Job Posting

The Employer will post for all new full-time job classifications and promotions within the bargaining unit for 10 days. In the case of an emergency, the position can be filled within five days.

3-4 Terminations

Any covered employee may be discharged at the discretion of the Employer with one month's notice, provided, however, that one month's notice shall not be required for discharges arising from disciplinary proceedings. Terminations other than for discipline or reductions in force shall be preceded by an unsatisfactory evaluation. Terminations due to a reduction in force shall be in inverse order of seniority within each job classification except where a covered employee possesses specialized skills or training required to perform a particular task, and where a covered employee having greater seniority does not possess such specialized skills or training. A covered employee whose job position is eliminated may replace a covered employee having less seniority in a lower salaried job classification provided such covered employee is qualified to perform such lower salaried job classification. Employees either terminated or reduced in position as a result of a reduction in force shall be offered re-employment if the position which was abolished is reinstated or if a vacancy occurs in a lower salaried job classification in which they are qualified to hold within one year of such employee's termination or reduction in position, in the order of seniority.

3-5 Out- of- Classification Work

If a vacancy occurs for other than vacation, sick leave or holiday, an employee/employees will be assigned by the Director to the higher classification, with an increase of 20% of their current salary or a salary not to exceed the rate for the higher classification. The assignment, once accepted, will be up to six months and/or until the position is filled. After six months, the employee has the option of resigning.

ARTICLE IV - SALARIES AND CLASSIFICATIONS

4-1 Classifications

All staff members are accorded a job classification. The classifications plan and salary range, with minimum amounts, are set for each classification, as follows:

- Library Assistant
- Senior Library Assistant
- Principal Library Assistant
- Paraprofessional
- Custodian
- Program Coordinator
- Library Trainee
- Librarian
- Senior Librarian
- Principal Librarian
- Monitor
- Graphic Artist
- Clerk
- Maintenance Assistant

4-2 Salary Increases

Minimum salaries shall be provided as specified in the Agreement, provided, however, that with respect to any covered employee currently receiving a salary in excess of the minimum, such employee shall receive a salary increase on a percentage basis equal to the increase in the minimum salary for such position. Permanent part time employees shall receive minimum salaries proportional to the number of scheduled hours they work.

(See Addendum for Job Classification Salaries)

4-3 Deferred Compensation.

Covered employees shall be permitted to participate in the Deferred Compensation Plan 457 of the City of Englewood

4-4 Union Activity

A. Contract Negotiations

Commencing with the negotiations respecting the within collective negotiation agreement between the Employer and Union and continuing thereafter, covered employees designated by the Union to participate in scheduled negotiation sessions with the Employer, shall receive compensatory time at straight time for the hours actually spent in such scheduled negotiation sessions up to a combined total of 40 hours for all such covered employees participating in such sessions for each contract period. The Union shall submit to the Library a list of covered employees showing a breakdown of the hours of compensatory time to which each such covered employee is entitled up to a combined total of 40 hours or the time actually spent in such scheduled negotiations, whichever is less. No compensatory time will be provided for any time for which such covered employees are otherwise being paid.

B. Union Meeting Attendance

One (1) elected shop steward shall be entitled to receive one (1) paid day off per calendar year to attend a Union sponsored seminar, meeting or conference.

ARTICLE V - HOLIDAYS AND EMERGENCY CLOSINGS

5-1 Policy

Designated holidays shall be allowed as days off with pay or, if worked, shall be compensated as herein provided. Staffing for holidays and Sundays may be selected either from covered employees who volunteer or from outside the bargaining unit, on an as needed basis, at the discretion of the Library Director.

5-2 Description of Holidays

A. The following days are hereby designated as holidays:

- | | |
|------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| Memorial Day | Presidents' Day |
| Columbus Day | Labor Day |
| Independence Day | Thanksgiving Day |
| Christmas Day | |

B. Christmas Eve and New Year's Eve will be one-half day holidays

C. When a designated legal holiday falls on a Sunday, the following Monday shall be designated as the holiday for the purposes of this contract.

D. In addition to these holidays mentioned above, each full or part-time covered employee may select four additional days to be designated as floating holidays. A floating holiday is to be taken with prior approval of the Director.

5-3 Payment of Compensation for Holidays

A. Full-time covered employees shall receive full pay for all holidays on which they do not work, except that when a holiday falls on a scheduled day off, or during a vacation period, such employee shall be given compensatory time off.

B. Permanent part-time covered employees receive paid holidays proportional to the number of scheduled hours they work.

C. Hourly employees will receive four (4) hours pay for Independence Day and four (4) hours pay for Labor Day.

D. Full-time and part-time covered employees who work a designated holiday on a voluntary basis shall be paid at two times their salary for designated holidays on which they work. In lieu of double time and upon the consent of both the employee and the Library, a full-time or part-time covered employee working on a holiday may receive straight time for the hours work on the holiday and a floating holiday for the equivalent number of hours. Hourly covered employees shall be paid at a rate of 1-1/2 times their hourly salary for hours worked on such holidays.

5-4 Emergency Closing

Covered employees shall be paid for the hours they were scheduled to work while the library is closed due to an emergency closing.

5-5 Holiday Staffing

A. The decision as to which day or dates the Library shall be open or shall be closed is a managerial prerogative, which shall not be subject to either grievance or arbitration.

B. Holidays during which the Library is open shall be staffed first utilizing volunteers from within the bargaining unit within the job classifications required on the basis of seniority within such job classifications. In the event there are not sufficient volunteers from within the bargaining unit for the required job classifications, the Library may staff said positions from outside the bargaining unit.

C. The Library shall have the right to reject a volunteer who does not have the requisite qualifications or who does not volunteer for the entire day or shift required to be covered.

D. The Library may not assign full-time or part-time covered employees or covered hourly employee to work on any designated holiday.

ARTICLE VI - VACATION REGULATIONS AND PERSONAL DAYS

6-1 Eligibility

A. All full-time covered employees of the staff shall be entitled to vacation based on the schedule provided in Section 6-2. Part-time covered employees shall receive vacation on a pro-rata basis. Hourly covered employees, after completion of one year of service, shall receive two weeks vacation on a pro-rated basis based on the average number of hours worked per week over the previous 12-month period.

B. No vacation with pay may be taken that has not been accrued.

6-2 Schedule

A. <u>Years of Service</u>	<u>Length of Vacation</u>
One full year	12 days
Two to fifteen years,	23 days per year (accrued at 1.916 day per month)
Sixteen to nineteen years,	27 days per year (accrued at 2.166 days per month)
Twenty years and over,	28 days per year (accrued at 2.333 days per month)

B. For periods of less than one year service, vacation is accrued at the rate of one day per month, no credit being given for partial months. No employee may take vacation during initial probationary period.

6-3 Vacation Allowance

Holidays falling during a vacation shall not be counted as a vacation day.

6-4 Deferred Vacations

Vacations shall not be carried over to the following vacation year unless deferred at the request of the covered employee and approved by Director. When any vacation is so deferred, it is to be given precedence in rescheduling for a definite period in the next year. Deferred vacations must be kept to an absolute minimum.

6-5 Covered employee with at least one year's service, who submit resignations with at least one month's notice for professionals or two weeks notice for nonprofessionals shall be entitled to earned vacation time.

6-6 Approval

Covered employees shall apply for vacations on or before April 1 of each year. Vacation time shall be approved on the basis of seniority within each department. Requests for vacation during a specified time may be denied by the Library if the Library

Director determines that the granting of such vacation time would unduly interfere with the operation of the Library.

Requests for vacations after April 1 must be submitted one week in advance for the approval of the Library Director.

Vacation may be requested as either full days or half days. A full day consists of two shifts, one three-hour shift and one four-hour shift. A one-half day is equivalent to one shift of either three or four hours. In taking half days, the half days shall be calculated so that each two half days shall consist of one three-hour shift and one four-hour shift, it being the intent of the parties that the taking of vacations in one-half increments shall not result in any additional hours from that which would be taken in full days.

6-7 Personal Days Off

A In addition to the regular holiday and vacation time, full-time covered employees shall be allowed three extra days per year to be used for personal business. Part-time covered employees shall be allowed up to three extra days off pro-rated based on their regular hours worked.

B. Requests for personal days must be submitted reasonably in advance for the approval of the Library Director.

C. Personal days shall not be added to sick leave or vacations, nor shall they be cumulative from one year to the next.

D. The provisions of this section shall not apply to hourly covered employees.

ARTICLE VII - SICK LEAVE AND BEREAVEMENT LEAVE

7-1 Sick Leave

A. Sick leave means the absence of any employee because of illness, accident, exposure to contagious disease, medical or dental appointment, or attendance upon a sick member of the employee's immediate family. (Immediate family means father, mother, spouse, domestic partner, child, step child, sibling, legal guardian or relative residing in the employee's household.)

B. All full-time employees shall accrue sick leave at the rate of 1-1/4 days per month for a total of fifteen days each year. Part-time employees on a regular schedule receive sick leave proportionately pro-rated. Hourly covered employees shall receive two pro rated sick leave days per year based on the average number of hours worked per week over the previous 12-month period Unused sick leave is accumulated from year to year to be used as needed.

C. Granting of additional sick leave will be at the discretion of the Board of Trustees.

D. Upon retirement, under provision of the Public Employee's Retirement System, a covered employee shall be entitled to receive payment for all accumulated sick leave not used at the time of retirement within the bounds of provision (f) below.

E. A covered employee in good standing, whose employment terminates after two years of service with the Library shall receive a lump sum payment equal to ½ the amount of the employee accumulated sick leave not used at the time of termination, provided he is not discharged for cause other than physical disability.

F. After eight years a covered employee shall receive 75% of the amount of the accumulated unused sick leave, and upon such termination after twenty years, or upon termination because of physical disability, a covered employee shall receive 100% of the accumulated unused sick leave. However, a maximum of \$16,500 will be placed on terminal sick leave.

7-2 Bereavement Leave

A. All full time and part time employees covered by this agreement shall receive up to four (4) consecutive days for a death in the immediate family (immediate family as described about in **Article 7-1:A**) from date of death. All hourly employees covered by this agreement shall receive leave for any hours scheduled during the four consecutive days from date of death.

B. All full time and part time employees covered by this Agreement shall receive up to three (3) consecutive days for the death of a grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law from the date of death. All hourly employees covered by this agreement shall receive leave for any hours scheduled during the three consecutive days from date of death.

C. In the event of a death in the non-immediate family not mentioned above, a bereavement leave of up to two (2) days shall be allowed from accumulated sick days or vacation days at the employee's discretion.

7-3 Sick Leave Verification

A. As used in this section,

- i. The terms "disability" or "disabled" shall mean either a mental or physical condition, including an illness, infirmity, injury or other mental or physical condition, which (1) renders an employee unable to perform the normal duties of his position and which condition is permanent; or (2) renders an employee unable to perform the normal duties of his or her position for a period of 120 work days within any twelve month period or 180 work days within any 24-month period; or (3) renders an employee unable to satisfactorily pass physical or mental performance tests established for a particular job description; or (4) results in an employee taking excessive sick leave.
- ii. The terms "sick leave abuse" or "abusing sick leave" shall mean use of sick leave which is not justified by illness, injury or other physical or mental conditions as certified by the City physician or a pattern of sick leave taken on either a repeated or consistent basis in excess of normal usage.
- iii. The term "excessive sick leave" shall mean sick leave taken during a one year period beyond the number of days granted by ordinance or collective bargaining agreement within a one year period, not attributable to a traumatic injury or extended illness, as evidenced by a physician's certificate.

B. The Library may require any employee to submit to medical examination, which shall be at the expense of the Library, whenever the Library believes that such employee may be disabled, or is abusing sick leave.

C. The physician performing such examination shall forward his report of said examination, together with his conclusions or recommendations concerning disability of the employee, or abuse of sick leave, to the Library and also to the employee. The employee shall have the right to have himself or herself examined by another physician of his or her choice, and at his or her expense, and if he or she chooses to do so, may submit the report, conclusion and recommendation of that physician to the Library.

D. If after reviewing the report of the Library's designated physician, together with any other reports submitted by the employee, the Library concludes that the employee is disabled or is abusing sick leave, the Library shall provide a written notice thereof to the employee and may take such disciplinary or other action as the Library may deem appropriate.

ARTICLE VIII - HOSPITAL, INSURANCE AND PENSION

8-1 Hospitalization

Hospital and medical insurance coverage is provided through the City of Englewood's insurance program for all full-time employees and part-time employees on a regular schedule for at least 20 hours per week, and for their dependents to age 23. Coverage is not provided to hourly covered employees. Library employees must be working in the Library for a period of three months to qualify for coverage. The level of coverage shall be that provided under the City of Englewood's insurance program. All employees are covered by the State of New Jersey Workmen's Compensation Law which provides for certain payments to employees in case of work-connected injury. All injuries shall be reported immediately to the Library Director.

8-2 Insurance

Eligible members under PERS are insured under the Public Employee's Retirement System's Non-Contributory Group Life Insurance Plan. Any employee under 60 years of age must participate in the System's Contributory Group Life Insurance Plan during the first year (12 months) of membership. Thereafter, he or she may cancel the contributory coverage if he desires. The current contribution rate for the coverage is .75% of salary. The amount of life insurance depends on three things: salary, age, and membership status. For active members insured under the Non-Contributory and Contributory plans, the coverage is three times yearly salary.

8-3 Pension

A. Pursuant to regulations promulgated for the New Jersey Public Employee Retirement System, eligible covered employees become members of the Public Employees Retirement System of New Jersey. The percentage of salary which you must contribute to the P.E.R.S. is determined by the system based on your age at the time you join. Retirement benefits are based on the regular service retirement provisions.

B. Members who leave employment prior to retirement are entitled to receive a refund of their pension contributions, with interest. However, no interest is payable on a return of contributions when a period has been a contributing member for less than three years.

8-4 Social Security

All covered employees are covered by Social Security.

8-5 Prescription Drug Plan

A Prescription Drug Plan is provided under the City of Englewood to all covered full-time and part-time (twenty + hours) employees. Coverage is not afforded or provided to hourly covered employees. The level of coverage shall be that provided under the City of Englewood's insurance program.

8-6 Retirement

A. Upon retiring under the pension system before age 65, medical coverage under Section 8-1 and Prescription Drug Coverage under Section 8-5 shall be provided under the City of Englewood's retirement plan to full-time and part-time covered employees and their spouses until the employee reaches age 65 or until the employee's death, whichever first occurs. The level of coverage shall be that provided under the City of Englewood's insurance program.

B. Lifetime medical benefits upon retirement. In the event non-union unclassified employees within the employ of the City of Englewood do not receive upon their retirement lifetime medical benefits, the Union shall have the right to reopen negotiations during the term of this agreement respecting such benefit.

8-7 Dental and Optical Coverage

The Library shall not be obligated to furnish dental or optical coverage to covered employees. In lieu thereof, the Library will contribute to Local 108 the sum of \$35 per month per full-time or part-time covered employee for a Union administered dental and optical plan. Commencing January 1, 2006, the Library will contribute to Local 108 the sum of \$40 per month per full-time or part-time covered employee for a Union administered dental and optical plan. The benefit level of said plan shall be determined solely by the Union and its covered employees. The Library shall be under no obligation to contribute any amount in excess of the amount specified herein.

8-8 Disability Insurance

The Library shall not be obligated to furnish disability insurance to covered employees. The Library will request that the City make available payroll deduction for any employee who chooses to voluntarily participate in such an insurance program.

ARTICLE IX - RESIGNATIONS AND LEAVES

9-1 Resignations

Professional members of the staff are expected to give at least one month written notice and all other employees two weeks written notice.

9-2 Leaves of Absence

A. Leave without pay is granted at the discretion of the Board of Trustees for a period not exceeding six months and may be extended for an additional six months. Request for leave of absence without pay for health or personal reasons must be submitted in writing to the Library Director. All leaves, accompanied by the recommendations of the Library Director, must be submitted for approval to the Library Board.

B. The Library Director would take the following factors into consideration:

- i. Length of time the employee has served the Library;
- ii. Benefits which would result for the Library;
- iii. Expectations of the employee to return to the Library.

C. After an approved leave of absence, the covered employee may return to the Library at the same job classification with no loss of longevity, accrued sick leave or pension.

9-3 Maternity leave (Non-Paid)

Maternity leave will be granted within an appropriate time period. Application for the non-paid maternity leave must be presented to the Director and the Board within sixty days of the requested date for the leave to be effective. Only one maternity leave will be granted during a twelve-month period to the same employee. Maternity leave procedures will conform to the current laws. If there are any modifications or changes, this clause will be brought into conformity with the changes or modifications.

9-4 Jury Duty

All covered employees of the Library absent from their regularly scheduled hours of work because of jury duty shall be compensated at full salary for such hours, and the employee shall reimburse the Employer for any compensation provided by jury service.

ARTICLE X - PROFESSIONAL ENRICHMENT PROGRAM

10-1 Professional Organizations and Conferences

Full-time and part-time covered employees are encouraged to belong to and participate in the activities of professional organizations at the local, state and national level. At the discretion of the Director and approved by the Board, the Library will pay one-half of the membership fee for one professional association to be selected by such full-time and part-time covered employee. Attendance at professional or allied conferences is encouraged. A fair rotation among full-time and part-time covered

employees attendance at conferences and meetings will be given to those who are members of the various library associations. Time off with pay may be allowed and full or partial expenses paid for related fees and expenses at the discretion of the Director.

10-2 Subscriptions - Professional Literature

All full-time and part-time covered employees, at Library expense, may select one professional periodical to be addressed to him or her at the Library.

10-3 Professional Incentive Program

A. Full-time and part-time covered employees are encouraged to take courses that are job related and of value to the Library. Requests must be submitted in advance to the Library Director for prior approval by the Board. The Library will pay full tuition for successful completion after prior approval by the Board.

B. If a course is attended at the specific request of the Director and approved by the Board, the full-time and part-time covered employee will receive full tuition and time off.

C. The Library will pay 50% for tuition for courses deemed to be of value by the Board, recommended by the Director and approved by the Board, which lead to a degree in Librarianship in a matriculating graduate program.

10-4 In-Service Training

The Board of Trustees and the Director will, from time to time, organize an in-service training program to improve staff performance. This will include seminars, lectures and group discussions at no cost to the employees.

10-5 Professional Leave

A. Professional leave for full-time and part-time covered employees may be granted by the Board of Trustees upon the recommendation of the Library Director, provided that:

- i. The leave will directly benefit his or her work at the Library;
- ii. The employee has been with the Library at least seven consecutive years;
- iii. He or she agrees to continue working in the Library for at least one year upon completion of the leave.

B. Leave will be one year at half pay or six months at full pay.

ARTICLE XI - PROFESSIONAL CONDUCT

11-1 Rules of Conduct

A. The first duty of the Library employee is service to the public. Each person should be given friendly, courteous and prompt service. No matter what the request, it should be considered important.

B. Library Employees should show proper restraint and tact at all times. Difficult situations or people should be brought to the attention of the Director.

C. The Library Employee should always be alert and approachable. Patrons should not be made to feel that the staff is completely absorbed in work or conversation and thus too busy to help them.

D. Telephone calls should be answered pleasantly and with identification.

E. Whenever possible, calls of a personal nature should be made on the public telephone.

F. Each Library Employee is a representative of the Library and discretion should be exercised in all public comments.

11-2 Disciplinary Policy

The Board of Trustees reserves the right to implement reasonable rules and regulations for employee's conduct and discipline as a managerial right. The reasonableness of such rules and regulations shall not be subject to arbitration under the Grievance Procedure provided, however, that the interpretation, application or violation of such rules or regulations shall be subject to arbitration under the Grievance Procedure

ARTICLE XII - GRIEVANCE PROCEDURE

SECTION I

Step 1

A covered employee having a grievance will present it, in writing, within five working days of occurrence, either by the employee or with a Union Shop Committee representative, to the Department Head.

If the grievance is not satisfactorily adjusted within one full working day after presentation to the Department Head, the grievance shall be presented to the Library Director within five working days thereafter. Upon presentation, the Library Director shall meet within five working days, for discussion of the grievance with the employee, the Union Shop Committee representative, and the Department Head. Within five working days following the conclusion of said discussion, the Library Director shall either:

- A. Adjust the grievance;
- B. Find the grievance unjustified.

Step 2

If the result of Step 1 is not satisfactory to the covered employee and the Union Shop Committee, the covered employee may proceed by filing a written grievance with the Personnel Committee of the Library Board of Trustees, by serving a copy thereof upon the Library Director, within five working days after the Library Director's determination made in accordance with Step 1. The chairperson of the Personnel Committee of the Board of Trustees, or his or her designee, and the covered employee, the chairperson of the Union Shop Committee, and a Union official shall meet within twenty days after receipt of the written grievance. The Personnel Committee of the Library Board of Trustees shall have the right to have an advisor present. The Personnel Committee of the Library Board of Trustees shall present the facts of the case and its recommendations for action to the entire Board for a decision within forty-five days.

Step 3

If the parties are unable to resolve their dispute in Step 2, the parties may mutually agree to submit the dispute to a mediator supplied by the N. J. Mediation Board for a non-binding recommendation.

Step 4

If the result of Step 2 (or Step 3 if submitted to mediation) is not satisfactory to the covered employee and the Union, the authorized representative of the Union may proceed to final and binding arbitration, before and pursuant to the Rules of the New Jersey Public Employees Relation Commission, by serving notice of its desire for final and binding arbitration upon the Library Director, either personally or by certified mail, within ten working days after the termination of Step 2 (or Step 3 if submitted to mediation) and by filing a request for arbitration with PERC within ten (10) days thereafter, unless mutually extended by the parties.

SECTION 2

The cost for the service of the arbitrator shall be borne equally by the Library and the Union.

SECTION 3

Grievance by the Library

The Library or its authorized representative, if it wishes to present a grievance, shall present the same to the Union Shop Committee, either orally or in writing. Upon failure of adjustment it may proceed directly to final and binding arbitration before and pursuant to the Rules of the New Jersey Public Employee Relations Commission by serving notice upon the Union by certified mail.

SECTION 4

Waiver of Grievance Right

The failure of the covered employee or his representative to proceed according to the four step procedure herein set forth within the time period therein prescribed shall be deemed to constitute a waiver by the covered employee of that employee's rights to proceed further, either administratively, by arbitration or judicially.

SECTION 5

Miscellaneous

Any time limits in this section may be extended by mutual agreement of the parties.

SECTION 6

Grievances shall be limited to disputes and past practices arising under the contract.

ARTICLE XIII - MANAGEMENT RIGHTS

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

- i. The executive management and administrative control of the Library and its properties and facilities and the activities of its covered employees while on duty.

- ii. To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- iii. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, rule or regulation.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board's Powers, rights, authority, duties and responsibilities under NJSA 40 or 40A or any other national, state, county or local laws or ordinances.

D. Labor-Management Meetings: In order to increase proper communication between administration and staff, there shall be regularly scheduled Labor-Management meetings every two months.

ARTICLE XIV - HEALTH AND SAFETY.

Any issue that the Union deems to be a health and safety issue will be communicated to the Library Director who shall, at the Union's request, meet within two (2) days to discuss the problem and hear any recommendations that the Union may have to resolve the problem.

A. Any issue that the Union deems to be Health and safety issues will be communicated to the Director.

B. The Director will, at the Union's request, meet with the Union to discuss the problem, and hear any recommendations that the Union may have to resolve the problem.

C. If warranted, the Director will make a reasonable effort to resolve the Health and Safety issue raised by the Union.

D. In the event that the library Director and Union are unable to resolve the issue, any employee claiming an unsafe working environment or a failure of the Library to maintain PEOSHA standards may bring an appropriate action for declaratory or injunctive relief before the appropriate administrative or judicial body having jurisdiction thereof. The Union will notify the Library Board in advance of its intention to file any claim with PEOSHA, or other appropriate authority. The Union will provide copies of said claim to the Director and the Board at the time of filing.

E. No claim arising under this Article shall be grievable or arbitral under the grievance procedure.

The Agreement between the ENGLEWOOD LIBRARY BOARD OF TRUSTEES and LOCAL 29 R.W.D.S.U., AFL-CIO shall commence on January 1, 2008 until December 31, 2011.

FOR THE UNION:

Amy Agnedjian

Ann Capparese

Dan Schulte

FOR THE BOARD

[Signature]

Shirley Groe

[Signature]

Dated: June 24, 08

ADDENDUM

JOB CLASSIFICATION SALARIES

CLASSIFICATION	2008*	2009*	2010*	2011*
<u>Full Time Employees</u>				
Library Assistant	41,177	42,824	44,537	46,318
Senior Library Assistant	43,125	44,850	46,644	48,509
Principal Library Assistant	45,240	47,050	48,932	50,889
Paraprofessional	45,548	47,370	49,265	51,235
Custodian	43,133	44,858	46,653	48,519
Program Coordinator	54,502	56,682	58,950	61,308
Library Trainee	49,397	51,373	53,428	55,565
Librarian	54,366	56,541	58,802	61,154
Senior Librarian	58,059	60,381	62,797	65,309
Principal Librarian	61,946	64,423	67,000	69,680
<u>Hourly Employees</u>				
Monitor	29.93/hr.	31.13/hr.	32.37/hr.	33.67/hr.
Graphic Artist	20.75/hr.	21.58/hr.	22.44/hr.	23.34/hr.
Clerk/Maintenance Asst.	11.00/hr.	11.50/hr.	12.00/hr.	12.50/hr.

*Increases are effective January 1st of each designated year, except as otherwise noted.