

LIBRARY AGREEMENT
MAR 5 1991
RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

**THE FREE PUBLIC LIBRARY OF WOODBRIDGE
WOODBRIDGE, NEW JERSEY**

AND

**LOCAL #2923 AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

(CUSTODIANS)

January 1, 1990 through December 31, 1991

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ARTICLE I
RECOGNITION

A. The Library recognizes Local Union #2923 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in only the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding however Supervising Librarians, Director, Assistant Director, Maintenance Supervisor, Supervising Maintenance Repairer, Security Guards, confidential employees and all others.

B. The title "employee" shall be defined to include the plural as well as the singular and to include males as well as females.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definition

1. The term "grievance" shall mean any complaint by an employee that there has been a violation of this Agreement or any alleged misinterpretation or unfair application of Board policy or a complaint by the Union that there has been a violation of this Agreement.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise from time to time affecting employees.

2. Nothing contained herein shall be construed to prevent an employee from processing his own grievance.

C. Procedure

1. An aggrieved employee shall institute action under this procedure within ten (10) calendar days of the event giving rise to the grievance or within ten (10) calendar days of when the employee should reasonably have known of the event. Failure to act within said ten (10) calendar day period shall be deemed to constitute a waiver of the grievance.

2. The aggrieved employee, with or without a steward present at the employee's option, shall discuss the matter first with his immediate supervisor in an attempt to resolve it informally. A decision shall be made within four (4) calendar days by such immediate supervisor.

3. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the Library Director or his designee within five (5) calendar days of the decision in paragraph 2 above. If requested, the Library Director or his designee shall meet with the grievant who may be accompanied by the Union President or his designee. The Library Director or his designee shall render his decision in writing within ten (10) calendar days of receipt by him of the grievance or of the grievance meeting, whichever shall come later.

4. If the grievance is not satisfactorily resolved in the above step, the decision of the Library Director or his designee may be appealed in writing to the Board of Trustees within seven (7) working days of receipt of such decision. The Board, or a committee thereof, shall meet if requested with the grievant who may be accompanied by the Union President or his designee and council representative. The Board shall render its decision in writing within thirty (30) calendar days of receipt of the appeal or of the grievance meeting, whichever may come later.

5. Only a grievance specifying a violation or misinterpretation of the Agreement may be appealed to arbitration. If the grievance is not satisfactorily resolved in the foregoing step, the aggrieved employee may elect to pursue his grievance under the provisions of the Civil Service Act in which case such election shall be deemed an absolute waiver of the option to appeal to arbitration. In the event the aggrieved

ed employee does not elect to pursue his grievance under the provisions of the Civil Service Act, the Union may submit the grievance to arbitration under the rules of the New Jersey State Board of Mediation within ten (10) calendar days of receipt of the decision of the Board of Trustees with concurrent notice to the Board. Submission of the grievance to arbitration shall be deemed to constitute an absolute waiver of the option to appeal under the provisions of the Civil Service Act.

6. The arbitrator shall limit himself to the interpretation of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding.

7. The costs for the service of the arbitrator shall be borne equally by the Union and the Library. Any other expenses incurred shall be paid by the party incurring same.

8. Failure by the aggrieved employee to observe the time limits of this Grievance Procedure shall constitute a waiver of further processing of the grievance.

ARTICLE III

DISCIPLINE

A. An employee may be suspended, disciplined, or discharged only for just cause.

1. In the event of a suspension in excess of five (5) days or in the event of a termination, the employee shall be entitled to notice and hearing. At any such disciplinary hearing, the employee may be represented by the Steward, the local Union President or designee, and a council representative.

2. In the case of a suspension of five (5) days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.

B. The Union may elect to appeal the matter to arbitration provided that such an appeal is joined in by the employee in writing. The election of the procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.

C. In the event the employee involved elects the Civil Service Procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter to binding arbitration.

ARTICLE IV
HOURS OF WORK

A. 1. The regular workday for full-time employees other than maintenance personnel shall not be changed without reasonable notice.

2. (a) Unless and until changed by the Director, all building maintenance shifts Monday through Friday shall normally be scheduled 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m. On Saturdays, hours worked shall normally be scheduled between 8:30 a.m. and 5:30 p.m.

(b) Part-time employees shall be scheduled at the discretion of the Director.

B. So far as practical, an employee's workday shall not be changed without reasonable notice.

C. The regular work week shall consist of not more than forty (40) hours, including lunch period.

D. Employees shall be granted a total of twenty (20) minutes per day as a coffee break, and such coffee break may be one twenty-minute break during the day or may be two ten-minute breaks.

E. Each employee shall be granted one (1) hour per day for lunch. If the lunch hour of any employee is interrupted, for ten (10) minutes or more by reason of library duties, such lost time shall be returned to the employee as time and a half compensatory time to be taken only at a time approved by the proper supervisor.

F. In the event of inclement weather, every effort to report to work will be made on the part of staff members unless otherwise officially notified. If the Library is closed due to inclement weather, those employees who are either not notified not to report to work or are notified to report shall receive equal compensatory time for all time worked, with a minimum of two (2) hours compensation in time or money.

In the event the Library officially has a late opening or an early closing, employees scheduled to work and who report at the advanced opening time or leave at the early closing time shall suffer no loss of pay.

G. If an employee is recalled to work after leaving his post of employment or on his days off, he shall be guaranteed two (2) hours payment at time and one half.

H. All overtime work shall be assigned on a rotating basis among the union employees within a necessary job classification. Non-union employees shall not be part of the rotation, but when assigned shall be unrestricted in performing the work necessary. An overtime Rotation Schedule will be maintained and displayed for all departments. In the event of an emergency, the Library shall call out those persons deemed necessary to correct the emergency situation. In the event an employee replies he is unavailable to be called in, he shall be considered as if he had accepted for rotation purposes. Supervisors and assistant supervisors are not to be included.

I. Sunday work shall be voluntary providing those volunteering are qualified to perform the necessary work and suffi-

cient employees in the opinion of the supervisor concerned do volunteer. If there are insufficient employees in the opinion of the supervisor, the supervisor shall assign the number he considers sufficient on a rotating basis from among those he considers qualified. Effective January 1, 1987 all hours worked on a Sunday will be paid at double the hourly rate. Effective January 1, 1989 all hours worked on a holiday will be paid at double the hourly rate.

J. Except for emergency snow removal, overtime shall be one and one half (1-1/2) times the base hourly rate after thirty-five (35) hours per week or after the regular workday, except as necessitated by summer hours scheduled, and shall be paid in money or in compensatory time at the election of the employee. Triple time shall be paid for emergency snow removal after or before the individual's regularly scheduled eight (8) hour day or on Sunday effective the winter of 1988-1989.

K. Prior to the formation of the Overtime Rotation Schedule all holiday overtime will be divided fairly and equitably among all those in the job classification.

An employee will not be scheduled to work on the Saturday or Sunday immediately following scheduled vacation time off.

ARTICLE V
NONDISCRIMINATION

The Library and the Union agree that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, political affiliation, Union membership or lack of Union membership, participation in or lack of participation in legal Union activities.

ARTICLE VI

SENIORITY

A. Layoff or recall of permanent employees shall be in accordance with seniority in each job classification.

B. In the event of a layoff, permanent employees shall be recalled in accordance with Civil Service regulations and notification to such recalled employees shall be by certified mail to the employee's last listed address.

ARTICLE VII

POSTING

A. Notices of all vacancies shall be posted on employee bulletin boards, with a copy provided to the Union President. Newly created positions, vacancies, or promotional jobs are to be posted in the following manner: classification, location, rate of pay, hours of work, person to contact.

B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications prior to publication of the names of the successful applicant.

ARTICLE VIII

TRANSFERS

A. In filling job vacancies, the Library Director will give consideration to an employee's written request for transfer provided such request is in the best interests of the Library.

B. In considering such requests for transfer by two or more employees, seniority shall be the determining factor provided ability to perform the duties of the job is equal. Decisions with respect to filling job vacancies shall be determined by the Library at its sole discretion.

C. Decisions made by the Library Director concerning involuntary transfers, filling of job vacancies and requests for transfers may be grieved up to and including the level of the Board but shall not be arbitrable.

ARTICLE IX

HOLIDAYS

A. Each employee shall be entitled to fourteen (14) paid holidays per year, with the Library having the sole right to designate holidays. Usually, such fourteen (14) paid holidays shall be as follows:

- New Year's Day
- Martin Luther King's Birthday (the 3rd Monday in January)
- Lincoln's Birthday
- Washington's Birthday (the 3rd Monday in February)
- Good Friday
- Memorial Day (the last Monday in May)
- Independence Day
- Labor Day
- Columbus Day (the 2nd Monday in October)
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

B. It shall be at the sole discretion of the Library to determine if the Main Library and/or any branch Library are to be open any portion of a paid holiday. In the event it is so determined, the Library shall designate a crew and such crew shall receive at least two (2) hours of overtime for each hour such employee works on that day.

C. If Labor Day, Memorial Day or Independence Day falls on a Friday, Saturday, Sunday, or Monday, the Library will close on Saturday giving employees a three (3) day weekend at no loss of pay.

D. 1. The Library shall close at 1:00 p.m. the day before Christmas and the day before New Year's Day. If

Christmas or New Year's Day should fall on Monday, the Library shall close at 9:00 p.m. the preceding Friday and remain closed until the following Tuesday, and the employee shall suffer no loss of pay.

2. If Christmas or New Year's Day shall fall on a Saturday, the Library shall be closed the Friday immediately prior, the Saturday and the following Sunday and the employees shall suffer no loss of pay. If Christmas or New Year's Day shall fall on a Sunday, the Library shall be closed the Saturday immediately prior, the Sunday, and the following Monday, and the employees shall suffer no loss of pay.

3. If Christmas or New Year's Day shall fall on a Tuesday, Wednesday, Thursday, or Friday, the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and/or New Year's and the employee shall suffer no loss of pay. One-half of the work force shall be assigned to duty the day prior to Christmas, and the remaining one-half the day prior to New Year's Day. If Christmas or New Year's Day shall fall on a Friday, the Library shall close on the day following which is Saturday.

4. If Christmas or New Year's Day shall fall on a Friday, the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and New Year's and the following Saturday after each holiday.

ARTICLE X
VACATIONS

A. An employee may apply for his vacation at any time during the twelve (12) months preceding the date of his proposed vacation. If two or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority. Vacation time not used in any one year must be used in the next vacation year. In the event an employee applies after April 1 for that same calendar year, such application is subject to denial based upon reasonable Library needs and the vacation time must then be reapplied for.

B. Vacation time for all employees covered by this Agreement shall be computed as follows:

One (1) to three (3) years - twelve (12) workdays

Over three (3) to seven (7) years - fifteen (15) workdays

Over seven (7) to ten (10) years - eighteen (18) workdays

Over ten (10) to twenty (20) years - twenty (20) workdays

twenty (20) to twenty-five (25) years - twenty-eight (28) workdays

over twenty-five (25) years - thirty (30) workdays

C. When an employee submits a request for vacation leave or personal leave the supervisor of the department shall notify the employee within 5 working days as to whether or not the leave has been approved or denied.

If the leave is denied an explanation will be given to the employee by the supervisor.

ARTICLE XI
LEAVE OF ABSENCE

A. Sick leave shall be granted in accordance with the Rules and Regulations of the New Jersey Division of Civil Service.

B. In the event of death in the immediate family, the employee shall be granted five (5) consecutive work days of leave with pay. For the purpose of this clause, immediate family shall be defined as father, mother, spouse, child, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren. In the event of the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be granted three (3) consecutive working days of leave with pay.

C. The Board, upon reasonable notice, shall permit six (6) work days with pay each odd calendar year (such as 1983, 1985, etc.) and twelve (12) workdays with pay each even calendar year (such as 1982, 1984, etc.) to be utilized by the Union for convention or other Union-sponsored legal activity. Such six (6) or twelve (12) workdays are assigned to the Union and may be utilized, for example, by one employee for a maximum total of six (6) or twelve (12) workdays per calendar year or, for example, by six (6) or twelve (12) separate employees for one (1) workday each for a maximum of six (6) or twelve (12)

workdays per calendar year. Such six (6) or twelve (12) workdays may be divided among librarians, clerks, custodians and maintenance personnel but shall not exceed six (6) or twelve (12) per year.

D. Maternity, adoption or legal guardianship leave shall be granted only to employees on permanent Civil Service status. An employee may first utilize accumulated unused sick leave and, if necessary, shall be placed on unpaid leave, guaranteed up to four (4) months for childbirth, adoption, immediate or extended family illness, and legal guardianship if vacation, compensatory time and sick leave benefits have already been exhausted. The Board may, as it deems appropriate, require certification for above.

E. If an employee is required to serve on jury duty and such service requires his presence beyond noon, he shall receive a full day's pay for each such day of jury duty. If such employee is dismissed from jury duty prior to noon, he shall immediately report for work and shall then receive a full day's pay.

F. An employee who is a member of the Armed Forces shall be granted such leave of absence as is required by and in accordance with applicable state and federal law.

G. Effective January 1, 1982, the Board shall institute the Township disability plan in place of the disability plan formerly used by the Board.

H. Special leave without pay for permanent employees may be granted by the Board of Trustees, for periods of up to six

(6) months, with a further leave of up to six (6) months upon further approval of the Board of Trustees.

ARTICLE XII

PERSONAL LEAVE

Employees covered by this Agreement shall, upon reasonable advance notice, be entitled to three (3) days of personal leave of absence with pay in each calendar year, subject to the following:

(1) Personal leave of absence may be used for emergencies, religious holidays or days of religious observance, personal business, or other personal affairs;

(2) Personal leaves may be taken in conjunction with holidays and vacation days with prior approval of the supervisor. Two weeks notice if possible shall be required. Seniority will govern, and requests shall not be unreasonably denied; however, the Union recognizes that permission is within the sole discretion of the supervisor who will not withhold permission for arbitrary reasons;

(3) Requests for such leave shall, except in case of emergencies, be made in writing on forms listing the above reasons, and the employee must check the reason upon which his request is made.

Further information concerning the reason for the request must be supplied to the Library Director should he request it.

ARTICLE XIII
MANAGEMENT RIGHTS

The Library hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including the right and responsibility to direct the affairs of the Library and all its various aspects, such as but not limited to the right to direct the working force, to plan, direct, and control all the operations and services of the Library; to determine the methods, means, organization, and personnel by which said operations and services are to be conducted; to subcontract out work and services; to relieve employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

In the event the Library decides to subcontract out work or services, it will notify the Union of such intention and, if requested, negotiate the impact of such action upon the terms and conditions of employment of employees covered by this Agreement.

ARTICLE XIV

NO STRIKE

The Union shall not instigate, engage in, or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of Library service to the community.

The commission of such action by the local Union or its members shall be deemed a violation of this Agreement. In the event of violation, the local Union and/or its officers, agents, and members shall be subject to appropriate penalties.

ARTICLE XV

WORK RULES

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE XVI
UNION SECURITY

A. The Library agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Library by the treasurer of the Union and the aggregate deductions of all employees shall be remitted to the treasurer of the Union together with a list of names of all employees for whom the deductions were made on or about the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.

B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within ninety (90) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular

Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

C. The Union agrees to save the Library harmless from any action or actions commenced by any employee against the Library, for any claim arising out of such deduction, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided. Errors made by the Library in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

ARTICLE XVII

UNION STEWARDS AND UNION REPRESENTATION

A. A written list of Union officials and stewards shall be furnished to the Library immediately after their designation, and the Union shall notify the Library promptly of any changes of such Union stewards or officers.

B. Representatives of the Union who are not employees of the Library may be permitted to visit with employees during working hours with the permission of the Library Director.

C. The Board shall permit the Union officers and stewards to meet on Library premises once monthly. However, no employee shall be absent from duty for such meeting for more than three (3) hours, and such meetings must have advanced scheduling with the approval of the Library Director.

ARTICLE XVIII
RIGHTS OF VISITATION

The Council representative shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Library Director or his designee for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the working of the Library during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE XIX

WAGES

A. Effective and retroactive to February 1, 1990 salary will be increased by 6.0% plus increment where due. Effective on their anniversary date in 1990 Junior Librarians will move an additional step. Effective January 1, 1991 salary will be increased by 3.0%, effective July 1, 1991 salary will be increased by 3.5% plus increment where due. Employees who have reached maximum in the second year of the contract will receive the full 6.5% increase effective January 1, 1991. Employees who have reached maximum in the 1990 year shall receive 6.0% retroactive to January 1, 1990.

B. Employees entitled to overtime compensatory time may elect to receive such compensation in money or compensatory time.

C. Effective January 1, 1987 employees shall receive wage increases in accordance with the following step system.

STEP SYSTEM

There shall be the following nine (9) grade levels within the titles set forth in each grade. (See Appendix B)

The wage rates and steps for the nine (9) grade levels shall be as set forth in Appendix C.

In addition, the following conditions shall apply in implementing the step system.

1. All employees on the payroll as of January 1, 1987 shall have an anniversary date established solely for the pur-

pose of the Step System in accordance with the following schedule:

Employees on January 1, 1987 who have been in grade for

17 to 20 or more years - January 15th anniversary date;

13 to 16 years - February 15th anniversary date;

10 to 12 years - March 15th anniversary date;

8 to 9 years - April 15th anniversary date;

7 years - May 15th anniversary date;

6 years - June 15th anniversary date;

5 years - July 15th anniversary date;

2 to 4 years - August 15th anniversary date;

1 year - September 15th anniversary date;

less than 1 year - December 15th anniversary date.

2. All employees hired after January 1, 1987 shall have an anniversary date of the 15th of the month in which they were hired for purposes of the Step System.

3. New employees shall normally be hired at the first step of the salary scale for their respective grades. The Employer reserves the right to hire new employees and to give them credit for comparable experience for purposes of placing employees on the salary steps. Should the Employer determine to hire a new employee at a level greater than entry level, then the Employer shall meet with the Union President to discuss the reasons for such decision. The Employer will not abuse their use of discretion and will not be arbitrary or capricious in its application.

4. At the time of promotion an employee shall have a 6% amount added to their existing salary. The employee shall then receive the wage of the next highest wage step on the salary scale set forth in Appendix C on the effective date of the promotion. The employee shall also receive the next applicable step in their grade on their next anniversary date.

D. 1. The Board agrees to pay, as a fringe benefit, the following longevity plan:

2 1/2 % of base salary after 5 thru 10 years of service;
4 % of base salary after 10 thru 14 years of service;
5 1/2 % of base salary after 14 thru 20 years of service;
7 % of base salary after 20 thru 24 years of service;
8 1/2 % of base salary after 24 and over years of service.

2. The Board agrees to pay prorated longevity to any employee so entitled who terminates in good standing during the year.

3. The Board agrees to use employment seniority as a means to determine the years of established service by the employee.

E. 1. Effective January 1, 1982, the plan and method utilized by the Township in determining severance payment upon retirement or death based upon a portion of accumulated unused sick leave shall be incorporated into this Agreement.

2. As of the signing of this Agreement, such plan and method involves the full payment upon retirement or death only of one-half (1/2) of accumulated unused sick leave not to

exceed \$15,000.00. The Library Director shall be notified of a retirement in October of the year preceding the retirement year. Failure to do so may result in withholding payment for unused sick leave until the year following the retirement year.

F. For the duration of this Agreement the Board shall continue granting those insurance benefits provided by the Township of Woodbridge, including eyeglass, prescription and dental. If the portion paid by the Employer is increased, the amount of the increase shall not be borne by the employee. In the area of health benefits the Library commits to having its employees enjoy any new or additional benefits which the Township of Woodbridge gives to its clerical employees, including but not limited to optical insurance packages. Hospital and Major Medical Health Benefits only shall be extended to all retirees who retire on or after January 1, 1986 and who have completed twenty-five (25) or more years of service with the Township at no cost to the employee. All other retirees shall pay the current premium.

1. To the extent money is available for this purpose, the Board will reimburse an employee for tuition only of formal course work subject to the following conditions:

a. The formal course work must, in the opinion of the Library Director, be job related.

b. Application must be made to the Library Director in sufficient time that approval may be granted by the Board prior to the beginning of such formal course work.

c. Such formal course work must be taken by the employee at a time other than the time such employee is scheduled for work. If such employee can be rescheduled so no conflict exists, this shall be done.

2. Only those employees whom the Board assigns to take formal course work shall be reimbursed for tuition, expenses, and the time necessary for such course work.

G. In the event an employee, at the request of the Library and properly scheduled, works a split-shift requiring travel to and from work twice within one (1) normal workday, such employee shall receive an additional one (1) hour of compensation at his regular rate, however, not to exceed six dollars (\$6.00) as travel payment, and such travel payment shall be computed only as straight time and not included for the purposes of determining overtime compensation.

H. The meal allowance shall be seven dollars and fifty cents (\$7.50). Meal and travel allowances, if less than fifteen dollars (\$15.00), will be paid within three (3) working days effective June 8, 1988.

1. Expenses - Conferences and Meetings

The Library will determine the allowance to be granted in all cases, based on the following schedule:

- a. \$4.00 - breakfast
- b. \$7.00 - lunch
- c. \$12.50 - dinner
- d. (x amount) - hotel bill

If meals and hotel cost total less than the amount allowed, employees are required to return the remaining monies.

I. Effective January 1, 1987 any employee promoted shall in the next pay period receive an increase of at least six percent (6%).

J. The mileage payment shall be twenty-three cents (\$.23) per mile effective January 1, 1990 and effective January 1, 1991 it will be twenty-four cents (\$.24) per mile.

K. If an employee works a higher classified position for twenty (20) consecutive work days he/she shall begin drawing on the twenty-first (21st) work day and shall continue thereafter for as long as such employee does the work at the higher classification, the minimum rate for the higher paid position or a six percent (6%) increase in his/her own rate, whichever is higher, but in no event shall the new rate be more than the maximum of the higher rated position. Employees being paid at a higher rate of pay pursuant to Article XIX (K) shall, while so being paid, receive the higher rate of pay for paid time off enjoyed while in such status of higher pay. If an employee reverts back to their regular status and classification then paid time off enjoyed after such reversion shall be at the rate of pay of the regular status and classification.

L. A custodian shall be called in for the closing of a branch after normal closing hours if a non-library group is using the meeting room.

M. The Board shall pay \$300.00 per year effective January 1, 1990 and effective January 1, 1991 the Board shall pay \$350

per year to each employee possessing a valid Fireman's License (Black Seal). Employees shall be reimbursed for the renewal of the State of New Jersey Black Seal License upon submission of proper verification.

ARTICLE XX
GENERAL PROVISIONS

A. Bulletin boards shall be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of non-controversial nature.

B. It is understood and agreed that if any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific provision of the Agreement affected by such decision and all other provisions shall continue in full force and effect.

C. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

D. The Library shall make available to all present and future employees copies of this Agreement.

E. A job description shall be in each employee's personnel folder. Upon reasonable notice an employee may be permitted to inspect his job description, evaluations, and any disciplinary notice.

F. On paydays or on the day the employee receives his/her check, individual time for lunch or dinner shall be extended by

fifteen (15) minutes. Employees who are off on Friday shall be entitled to the 15 minutes on the following Monday.

G. Employees will receive a written accounting of all accumulated time (vacation, sick and personal) no later than November 1 of each year.

ARTICLE XXI

MISCELLANEOUS

A. The Library and the Union acknowledge this to be their complete contract and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented.

B. The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State, and local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby.

C. The Board in making provisional appointments shall give due consideration to merit, qualifications, experience, and the decision of the Board shall not be arbitrable.

D. The Board shall provide a reasonable amount of foul weather gear to be used as conditions warrant.

E. If and when the temperature rises above eighty-five (85) degrees or falls below sixty (60) degrees at the Main Library or at any of the branches and remains at said level for a minimum period of two (2) consecutive hours as determined by the ground floor thermostat, the employee shall have the option of remaining as part of a skeleton staff at a rate of time and one-half pay, or of being reassigned to another agency at their normal rate of pay. Management reserves the right to appoint personnel to work at the affected agency in the event no one volunteers.

ARTICLE XXII

DURATION

This Agreement shall take effect as of January 1, 1990 and shall remain in effect until December 31, 1991. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

Signed this 14th day of August 1990.

THE FREE PUBLIC LIBRARY OF
WOODBIDGE, NEW JERSEY

LOCAL #2923 AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES

Robert R. Rugh

Joseph McPheth Pres Local 2923

Edwin Beckerman

Malcolm E. McElroy V.P.

APPENDIX A

TITLES COVERED BY UNION CONTRACT;

Senior Maintenance Repairer

Building Maintenance Worker

Senior Building Maintenance Worker

Assistant Supervising Maintenance Repairer

APPENDIX B

NINE (9) GRADE LEVELS WITH TITLES:

GRADE I

Junior Library Assistant
Clerk Typist
Audio Visual Aids Clerk

GRADE II

Senior Library Assistant
Senior Clerk Typist

GRADE III

Principal Library Assistant
Principal Clerk Typist
Building Maintenance Worker
Senior AV Aids Clerk

GRADE IV

Graphic Artist
Senior Maintenance Repairer
Account Clerk
Senior Building Maintenance Worker

GRADE V

Supervising Library Assistant
Principal Account Clerk
Senior Graphic Artist
Assistant Supervising Maintenance Repairer

GRADE VI

Library Interne
Library Trainee

GRADE VII

Junior Librarian

GRADE VIII

Senior Librarian

GRADE IX

Principal Librarian

**WOODBIDGE PUBLIC LIBRARY
1990 SALARY SCALE**

WAGE RATES AND STEPS

Pay Grade	FULL TIME EMPLOYEES 6%							
	1990 Base	A	B	C	D	E	F	G
I 5%	11,536	12,113	12,718	13,354	14,022	14,723	15,459	16,232
II	12,692	13,327	13,993	14,693	15,428	16,199	17,009	17,860
III 6%	14,219	15,072	15,976	16,935	17,951	19,028	20,170	21,380
IV	15,355	16,276	17,253	18,288	19,386	20,549	21,782	23,088
V 7%	17,153	18,354	19,638	21,013	22,484	24,058	25,742	27,544
VI	18,119	19,387	20,744	22,196				
VII	24,763	26,496	28,351	30,335	32,459			
VIII	27,178	29,081	31,117	33,295	35,625	38,119	40,787	43,643
IX	29,594	31,666	33,882	36,254	38,792	41,507	44,413	47,522

Pay Grade	PART-TIME EMPLOYEES 6%							
	1990 Base	A	B	C	D	E	F	G
I 5%	6.34	6.66	6.99	7.34	7.70	8.09	8.49	8.92
II	6.97	7.32	7.69	8.07	8.48	8.90	9.35	9.81
III 6%	7.81	8.28	8.78	9.30	9.86	10.45	11.08	11.75
IV	8.43	8.93	9.47	10.04	10.64	11.28	11.95	12.67
V 7%	9.42	10.08	10.79	11.54	12.35	13.22	14.14	15.13
VI	9.95	10.65	11.40	12.19				
VII	13.61	14.56	15.58	16.67	17.84			
VIII	14.94	15.98	17.10	18.30	19.58	20.95	22.41	23.98
IX	16.26	17.40	18.62	19.92	21.31	22.81	24.40	26.11

**WOODBIDGE PUBLIC LIBRARY
1991 SALARY SCALE**

WAGE RATES AND STEPS

Pay Grade	1991 JAN. Base		FULL TIME EMPLOYEES 3%					
	A	B	C	D	E	F	G	H
I 5%	11,882	12,476	13,100	13,755	14,443	15,165	15,923	16,719
II	13,073	13,726	14,413	15,133	15,890	16,685	17,519	18,395
III 6%	14,646	15,524	16,456	17,443	18,490	19,599	20,775	22,022
IV	15,816	16,765	17,770	18,837	19,967	21,165	22,435	23,781
V 7%	17,668	18,904	20,228	21,644	23,159	24,780	26,514	28,370
VI	18,663	19,969	21,367	22,862				
VII	25,506	27,291	29,202	31,246	33,433			
VIII	27,993	29,953	32,050	34,293	36,694	39,262	42,010	44,951
IX	30,482	32,616	34,899	37,342	39,955	42,752	45,745	48,947

Pay Grade	1991 JAN. Base		PART-TIME EMPLOYEES 3%					
	A	B	C	D	E	F	G	H
I 5%	6.53	6.86	7.20	7.56	7.94	8.33	8.75	9.19
II	7.18	7.54	7.91	8.31	8.73	9.16	9.62	10.10
III 6%	8.04	8.53	9.04	9.58	10.16	10.77	11.41	12.10
IV	8.68	9.20	9.76	10.34	10.96	11.62	12.32	13.06
V 7%	9.70	10.38	11.11	11.89	12.72	13.61	14.56	15.58
VI	10.25	10.97	11.73	12.55				
VII	14.02	15.00	16.05	17.17	18.37			
VIII	15.39	16.47	17.62	18.85	20.17	21.58	23.09	24.71
IX	16.75	17.92	19.17	20.52	21.95	23.49	25.13	26.89

**WOODBRIAGE PUBLIC LIBRARY
1991 SALARY SCALE**

WAGE RATES AND STEPS

Pay Grade	1991 JULY		FULL TIME EMPLOYEES 3.5%							
	Base		A	B	C	D	E	F	G	H
I 5%	12,298	12,913	13,558	14,236	14,948	15,696	16,480	17,304		
II	13,531	14,207	14,917	15,663	16,446	17,269	18,132	19,039		
III 6%	15,159	16,068	17,032	18,054	19,137	20,286	21,503	22,793		
IV	16,370	17,352	18,393	19,496	20,666	21,906	23,221	24,614		
V 7%	18,286	19,566	20,936	22,402	23,970	25,648	27,443	29,364		
VI	19,316	20,668	22,115	23,663						
VII	26,399	28,247	30,224	32,340	34,603					
VIII	28,973	31,001	33,171	35,493	37,977	40,636	43,480	46,524		
IX	31,549	33,757	36,120	38,649	41,354	44,249	47,346	50,661		

Pay Grade	1991 JULY		PART-TIME EMPLOYEES 3.5%							
	Base		A	B	C	D	E	F	G	H
I 5%	6.76	7.10	7.45	7.82	8.22	8.63	9.06	9.51		
II	7.43	7.80	8.19	8.60	9.03	9.48	9.96	10.46		
III 6%	8.32	8.82	9.35	9.91	10.51	11.14	11.80	12.51		
IV	8.98	9.52	10.09	10.70	11.34	12.02	12.74	13.51		
V 7%	10.04	10.74	11.49	12.30	13.16	14.08	15.07	16.12		
VI	10.61	11.35	12.15	13.00						
VII	14.51	15.53	16.61	17.78	19.02					
VIII	15.93	17.04	18.24	19.51	20.88	22.34	23.90	25.58		
IX	17.34	18.55	19.85	21.24	22.72	24.31	26.02	27.84		