

991

A G R E E M E N T

between

**THE BOARD OF TRUSTEES OF THE FREE PUBLIC LIBRARY
OF THE TOWNSHIP OF MIDDLETOWN**

and

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1032**

January 1, 1995 Through December 31, 1997

TABLE OF CONTENTS

	<u>Page #</u>
Witnesseth	1
General Agreements	2
Applicable Laws - Article 21	25
Application of Seniority - Article 18	23
Bulletin Board - Article 24	26
Death in the Family - Article 7	13
Disability - Article 25	26
Fully Bargained Provision - Article 32	28
Grievance Procedure - Article 10	16
Holidays - Article 4	7
Hours of Work - Article 3	5
Increment System - Article 14	20
Jury Duty - Article 11	19
Longevity - Article 15	21
Management Rights - Article 20	24
Medical, Surgical & Health Plans - Article 16	21
Mileage Reimbursement - Article 22	25
Minimum Promotional Increase & Review - Article 29	28
Minimum Salaries - Article 28	27
Non-Discrimination - Article 9	16
Part-Time Employees - Article 23	26
Personnel Files - Article 30	28
Recognition - Article 1	2
Retirement, Health & Medical Benefits - Article 17	21
Right of Visitation - Article 12	19
Safety - Article 19	23
Savings Clause - Article 31	28
Seniority & Permanent Employee Security - Article 8	14
Sick Leave & Maternity - Article 6	11
Term of Agreement - Article 33	29
Union Activities - Article 27	26
Union Dues/Agency Shop - Article 2	3
Vacations & Personal Days - Article 5	9
Wages - Article 13	20
Working out of Classification - Article 26	26

THIS AGREEMENT, made and entered into this 1st day of November, 1995, by and between THE BOARD OF TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE TOWNSHIP OF MIDDLETOWN, in the State of New Jersey, located at 55 New Monmouth Road, Middletown Township, Monmouth County, New Jersey, hereinafter known and designated as the "Employer" and COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032, hereinafter known and designed as the "Union."

W I T N E S S E T H :

WHEREAS, the Employer has recognized the said Union as the sole and exclusive bargaining agent for all permanent full-time, permanent part-time and provisional employees after the 90 day probationary period, except pages, maintenance workers and the Director, working in the Free Public Library of the Township of Middletown; and

WHEREAS, the Employer has an obligation, pursuant to Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1, et seq. (hereinafter "Chapter 303", as amended and supplemented, to negotiate with the Union as the said representative of all said permanent full-time, permanent part-time and provisional employees after the 90 day probationary period, except pages, maintenance workers and the Director, working in the Free Public Library of the Township of Middletown, and to provide orderly and peaceful procedures for presenting employee grievances and proposals; and

WHEREAS, the Employer, on its own behalf and on behalf of the citizens of the Township of Middletown, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties

and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey, and the United States; and

WHEREAS, the exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in furtherance thereof and the judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of the State of New Jersey and of the United States; and

WHEREAS, nothing contained herein shall be construed to deny, restrict, or diminish the rights, responsibilities and authority of the Employer under the Laws of the State of New Jersey or any other national, state, county or local laws or regulations as they pertain to the Employer; and

WHEREAS, it is the intention of both the Employer and the Union that this Agreement is to be construed in harmony with the Rules and Regulations of the New Jersey Department of Personnel/Merit System Board;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

GENERAL AGREEMENTS:

All items regarding money shall be retroactive to January 1, 1995.

ARTICLE 1 - RECOGNITION

Section 1.

Consistent with the New Jersey Public Employment Relations Act, the Employer hereby recognizes Communications Workers of America, Local

1032 (the "Union") as the collective bargaining agent for the permanent full-time and permanent part-time and provisional employees after 90 days of employment (hereinafter referred to as "employees"), except pages, maintenance workers and the Director, for the purpose of presenting and making known to the Director and Board of Trustees grievances and proposals.

ARTICLE 2 - UNION DUES/AGENCY SHOP

Section 1.

The Union agrees to file a dues deduction authorization form with the Employer for each employee prior to such deduction, which shall be in accordance with the applicable statutes of the State of New Jersey. The Union shall not request or solicit the execution of the authorization form from any employee during work hours on the Employer's premises.

The Employer agrees to deduct the initiation fee and/or dues from the wages of each employee and to forthwith remit the same together with the record of such deductions to the Union office in each calendar month. Such deductions shall be made with the issuance of each regular pay check.

If during the term of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Employer, written notice thirty days prior to the effective date of the change.

Any employee in the bargaining unit on the implementation date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, or any member who subsequently

resigns from Union membership, 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 85% of the regular Union membership dues, fees and assessments as certified by the Union to the Employer. The Union agrees to maintain a demand and return system in accordance with the PERC Act (N.J.S.A. 34:13-5, et seq.).

The amount of dues to be deducted will be certified to the Employer by the Treasurer of the Union. The Union agrees to protect, defend, indemnify and hold the Employer and the Board of Trustees of the Free Public Library of the Township of Middletown, and its and their employees, officials and representatives, harmless individually and jointly, from all claims, demands, causes of action, loss, damages, liabilities, costs and expenses, including without limitation, attorneys' fees, asserted against or incurred by the Employer or the Board of Trustees of the Free Public Library arising out of or in connection with any claims made by any third parties or person or entity relating in any manner or form to the institution and existence of agency shop at the Free Public Library for the Township of Middletown and the deduction and forwarding of dues and fees to the Union.

The Employer's liability for any error or delay in making and forwarding the deductions shall be limited to the amount of the deductions to which the Union is actually entitled.

Subject to applicable law, any employee may at any time withdraw the above authorization by individual notice in writing mailed by registered letter or personal delivery to the Employer. Upon receipt

of the withdrawal of authorization, the Employer shall mail a copy of same by registered mail to the Union.

The withdrawal of authorization shall become effective on the next January 1st or July 1st following the receipt of such withdrawal in conformance with N.J.S.A. 52:14-15.9(E).

ARTICLE 3 - HOURS OF WORK

This provision is intended to define the regular hours of work of the Employer's permanent employees.

Section 1.

The regular working hours for permanent full-time employees shall be thirty-five (35) hours per week; seven (7) hours per day. The regular working hours for permanent part-time employees shall be thirty-five (35) hours per two week pay period; a minimum of three and one-half (3-1/2) hours per day. In the event of an emergency, the Employer shall have the right to assign a part-time employee to work less than three and one-half (3-1/2) hours on a particular day. The Employer reserves the right to establish and set the hours of work for all employees.

No guarantee is made that said work will be assigned in the employees' job category and employees agree to work in other assignments at no change in rate of pay in emergency situations. The Employer agrees to make such assignments on a seniority basis, if more than one employee is qualified to do the work.

Working hours shall be the hours of library operation. For the computation of work hours, each holiday, vacation day, and sick day shall be credited as seven (7) hours worked for full-time employees.

For part-time employees such computation shall be credited as three and one-half (3-1/2) hours worked.

Employees shall be granted a paid fifteen (15) minute coffee break in the morning and a paid fifteen (15) minute coffee break in the afternoon. Employees working from 6:00 p.m. to 9:00 p.m. shall be granted one paid fifteen (15) minute coffee break during those work hours, and be paid for this break.

Section 2.

When an employee is not scheduled for work, and his services are required, he may be called to work and his time shall start when he arrives at his place of assignment.

For the computation of work hours, each holiday, vacation day and sick day shall be credited as seven (7) hours worked for full-time employees; and three and one-half (3-1/2) hours worked for part-time employees.

Section 3.

When an employee is required to work ten (10) hours or more during any day, he shall be granted a paid dinner break not to exceed one hour's duration. For each five (5) hours worked over the above-mentioned ten (10) hours, the employee shall receive an additional one-half hour period, also at no loss of pay for such lunch period.

Section 4.

If the Library does not open due to snow, other inclement weather or emergency, any employee not scheduled to work that day due to vacation, personal day, personal holiday or sick day, shall not be charged for that day.

The employees shall not be limited as to outside employment; provided, however, that no such outside employment shall be engaged in which in any way interferes with the employee's duties as an employee of the Free Public Library, Township of Middletown, or which, in the judgment of the Board of Trustees, creates a possible conflict of interest; and provided further that no employee shall refuse overtime work ordered by the Director for the reason of having to attend an outside job.

ARTICLE 4 - HOLIDAYS

Section 1.

The Free Public Library of the Township of Middletown is a service organization. The Library employees shall receive nine and one-half (9-1/2) official holidays per year as presently authorized by the Board of Trustees of the Free Public Library of the Township of Middletown:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	1/2 Day New Year's Eve

The employees shall also receive five (5) personal holidays per year in each year of the contract. The taking of these personal holidays are subject to approval of the Director with said approval not being unreasonably withheld. The employee must give the Employer ten (10) days notice of the intent to take a personal holiday. These personal holidays should not be accumulated and should be taken during the calendar year. Failure to take personal holidays shall result in

waiver of same. Employees hired after January 1st shall receive pro-rated holidays during the first calendar year of employment.

Pay for holidays and personal holidays not worked shall be seven (7) hours pay at the straight time rate.

The Library will close at 1:00 p.m. on New Year's Eve.

Section 2.

In the event that any of the above official holidays shall fall on a regular work day, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for the purposes of computing compensation time.

Section 3.

In the event an official holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 4.

If any of the official holidays enumerated in Section 1 (above) falls on Sunday, said holiday shall be celebrated on the following Monday.

Section 5.

If any of the official holidays enumerated in Section 1 (above) falls on a Saturday when the library would normally be open, each employee shall be granted an additional "personal holiday" which shall be taken within three (3) months after the official holiday in accordance with the requirements of Section 1, except that personal holidays provided under this Section 5 are not subject to forfeiture if not taken by the end of the calendar year. Personal holidays provided

under this Section 5 shall be waived if not taken within three (3) months after the official holiday for which the personal holiday was provided.

Section 6.

The Employer reserves the right to schedule the operating hours of the Library from 9:00 a.m. to 9:00 p.m. on the following days: Lincoln's Birthday, Columbus Day, Election Day and Veteran's Day.

ARTICLE 5 - VACATIONS AND PERSONAL DAYS

Section 1.

All employees shall receive vacation time according to the following schedule:

<u>Term of Employment</u>	<u>Professional</u>	<u>Other Staff</u>
1st year	1 day/month	1 day/month
2-5 years	20 days	12 days
6-8 years	20 days	15 days
9-20 years	20 days	20 days
21+ years	1 day/each year of employment	1 day/each year of employment

An employee's pay check for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said pay check is made at least two (2) weeks prior to the vacation date.

Employees are not entitled to take vacations during the first six months of their employment. Requests for vacation must be submitted in writing to the Director at least two weeks prior to the date the vacation is to commence. Requested vacations are subject to the approval of the Director, and subject to the operational needs of the Library. Vacation approval shall not be unreasonably withheld.

Section 2.

Employees with more seniority shall be given preference within their classification, and where consistent with work schedules when selecting vacation periods.

Section 3.

Any employee eligible for vacation, whose employment has terminated for any reason other than disciplinary, shall receive a pro-rated vacation.

Section 4.

Vacation time may be accumulated for no more than two (2) years. The maximum vacation time available at any given time shall be the number of days earned in two consecutive years. Vacation time not used within the two-year period will be forfeited.

Section 5.

Each employee shall be entitled to and may take three (3) days during the year as a personal day off from work with pay for seven (7) hours for full-time employees and three and one-half (3-1/2) hours for part-time employees at straight time. For example, a personal day may be taken for religious, legal or emergency reasons. At least two (2) days prior to the desired personal day the employee shall request from the supervisor of his department and the Director's permission to take the desired day as a personal day. Permission shall not be unreasonably denied, subject, however, to the following standards:

A. No personal day shall be granted for any day which immediately precedes or follows a three-day holiday weekend, or any of the designated paid holidays set forth in this Agreement.

B. No personal day shall be granted for any time during which, in the Director's opinion, the employee's presence on the job is indispensable to the performance of the department in relation to a particular ongoing activity.

C. In the event more than one employee desires a particular day as a personal day, the Director shall determine the maximum number of employees which can be granted the requested personal days without detrimentally affecting the operation of the department. Based on said determination, the Director may grant the requested personal days to no more than that number of employees and the Director shall deny all other requests. The granting of such requests shall be made on a seniority basis.

D. In the event an employee's request for a personal day has been denied and the employee takes the requested day as a sick day after said denial, the employee shall, within two (2) days following said absence, furnish to the Director a written medical report by a physician certifying the employee to have been ill. Failure to furnish said medical report shall subject the employee to disciplinary action by the Employer.

ARTICLE 6 - SICK LEAVE AND MATERNITY

Section 1 - Sick Leave.

Employees receive fifteen (15) days sick leave per year after one (1) year's service with pay.

Employees with less than one (1) year's service are to receive one (1) day of sick leave per month of service, with pay, from the first day of regular employment up to and including twelve months thereafter

and fifteen (15) days sick leave, with pay, for each subsequent year thereafter.

Employees who do not use any sick time in any of the calendar years of this contract shall receive a bonus of one day's pay to be included in the first pay check of the following year. In order to qualify for this bonus, the employee shall have worked twelve full months during the calendar year. Compensatory time, vacation, personal holidays and personal days shall be counted as working time for purposes of this paragraph.

Section 2 - Sick Leave and Separation.

When an employee resigns his/her position, but has been employed for at least five (5) years, the Employer shall reimburse the employee twenty-five (25%) percent of any unused sick time.

Section 3 - Sick Leave and Retirement.

When an employee retires and has been employed for fifteen (15) years and is at least sixty-two (62) years of age, the employee may choose to accelerate his/her retirement date by subtracting accumulated sick days from the number of working days remaining until the given retirement date. The number of days subtracted for this purpose shall be deducted from the employee's accumulated sick days. Employees opting to accelerate their retirement will not accrue any additional sick days, personal days, or vacation days during their acceleration period.

Section 4 - Family Leave.

An employee may take unpaid family leave as permitted by law in accordance with the provisions of the applicable federal and state

statutes. The employee may elect to take maternity/paternity leave under the applicable state or federal statutes in which case such statutory leave shall be deducted from the six (6) months permitted under Section 5 of this Article.

Section 5 - Maternity/Paternity.

An employee may take unpaid maternity/paternity leave for a period not to exceed six (6) months. This leave must be taken immediately following the birth or adoption of a child. The leave is to be granted at the discretion of the Employer.

ARTICLE 7 - DEATH IN THE FAMILY

Section 1.

In case of death in the immediate family, as hereinafter defined, an employee shall be granted five (5) days leave with pay immediately following the date of death. These days shall not be charged against sick leave. Immediate family is hereby defined to include the spouse, child, mother, father, grandchild, sister and brother of the employee.

Section 2.

In the case of a death of an employee's grandmother, grandfather, mother-in-law or father-in-law, an employee shall be granted three (3) days leave immediately following the date of death, and shall be paid for such days.

Section 3.

In the case of the death of an employee's sister-in-law, brother-in-law, aunt, uncle, niece, or nephew, an employee shall be granted one (1) day leave with pay, which may be taken only on the date of the actual funeral or other bereavement service.

ARTICLE 8 - SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1.

Newly hired employees shall be considered to be on a probationary basis for a period of ninety (90) days from the date of employment, and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Department of Personnel/Merit System Board. Such employees may, during their trial periods, be terminated at any time during said period without recourse whatsoever.

Section 2.

Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3.

Seniority shall mean the length of continuous permanent service with the Employer, regardless of capacity or department. Continuous permanent service shall not include time during periods of layoff in excess of three (3) continuous months or leaves of absence, except for leaves which fall under the Federal or State Family Leave Laws.

Section 4.

In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority, and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Library before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grade to fill the vacancy. Any dispute arising under this

section is subject to the grievance procedures set forth in this contract, or as provided by Civil Service Regulations.

Section 5.

An employee shall lose all seniority rights for any one or more of the following reasons:

(a) Voluntary resignation.

(b) Discharge for just cause.

(c) Failure to return to work within five (5) working days after being recalled by registered or certified mail (return receipt requested), unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

(d) An employee on layoff in excess of twelve (12) continuous months.

Section 6.

Notice of all job vacancies shall be posted on all bulletin boards with the department. Said notice shall include the wage range.

Section 7.

The Employer, upon recalling shall do so in the inverse order of layoff. He shall recall the last employee laid off, providing however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

Section 8.

An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, which is higher.

Section 9.

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

Section 10.

In the event the Employer plans to lay off employees for any reason, it shall so advise the affected employees as provided by law.

ARTICLE 9 - NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of his/her activities as a member of the Union. There shall be no discrimination against any employee because of his race, color, sex, age, religious creed, national origin, political affiliation or Union affiliation.

ARTICLE 10 - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of the Agreement, the following procedures shall be followed.

Section 1.

It is hereby agreed that the Employer has the right to discharge for just cause. Such discharge shall conform to Civil Service procedures.

Section 2.

The aggrieved party has the right to retain a personal attorney at his own expense at all steps in this grievance. The employee's election to retain a personal attorney shall not affect the Union's right to participate at all stages of the grievance procedure.

Section 3.

Step 1. An employee with a grievance shall first discuss the matter with his/her immediate supervisor, either directly or through the designated representative of the Union, for the purpose of resolving the matter informally. Grievances under Step 1 must be presented within fifteen (15) working days of when the grievant could reasonably have known of same. The time limit specified in Step 1 shall be construed as maximum. However, this may be extended upon written agreement between the Union and the Employer.

Step 2. If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 1, the matter may then be referred by the representative of the Union to the Director. A request to proceed with this Step 2 must be presented within ten (10) working days of the disposition at Step 1. A meeting on the grievance shall be held within ten (10) working days between the aggrieved party, the representative of the Union and the Director. Said meeting shall not be held publicly unless all parties so agree in writing. The Director shall render a written decision within five (5) working days of the date of the meeting. In the event the employee meets with the Director at Step 1 of the Grievance Procedure and is not satisfied with the disposition of his/her grievance at Step 1, the employee may bypass

Step 2 of the Grievance Procedure and proceed to Step 3. The time limits specified in Step 2 shall be construed as maximum. However, these may be extended upon written agreement between the Union and the Employer.

Step 3. If the foregoing steps do not affect a settlement of the grievance, either party may refer the dispute to the Board of Trustees in writing. Such a referral to the Board of Trustees must be delivered and received by the Board within ten (10) working days of the disposition under Step 2. The mailing address for the Board of Trustees for this purpose shall be in care of the Library Director at the Middletown Public Library, 55 New Monmouth Road, Middletown, New Jersey 07748.

The Board shall meet within a reasonable period of time of the receipt of the written grievance. The Board may hold hearings and gather any information necessary for a decision and take testimony from all parties having information. The grieving party should have the right to present any evidence on his/her behalf. If there is no resolution of the grievance, then either party may within fifteen working days, request the Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties. The time limits specified in Step 3 shall be construed as maximum. However, these may be extended upon written agreement between the Union and the Employer.

Step 4. (a) The arbitrator shall have no authority to change, modify or amend the provisions of the Agreement.

(b) A grievance within the meaning of this Agreement shall be limited to any dispute involving the interpretation, application, or breach of this Agreement.

(c) The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon written agreement between the Union and the Employer.

(d) A grievance affecting a group of employees under this Agreement may be submitted by the representative of the Union on behalf of said named group at Step 2 of the grievance procedure, under the same time limitations as required under a Step 1 grievance.

(e) Nothing herein shall be construed to deny to any employee his/her rights under R.S. 11 (Civil Service).

ARTICLE 11 - JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he will be paid his regular daily earnings for such time as he is required to be in attendance at Court.

ARTICLE 12 - RIGHT OF VISITATION

Section 1.

The Business Agent or his/her representative or any officer of the Union shall have admission to the Employer's premises at any time during working hours for the purposes of ascertaining whether this Agreement is being carried out in good faith or for the purposes 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 Director 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 operation of the Library during working hours, and that his/her privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 13 - WAGES

Section 1.

Retroactive to January 1, 1995, each employee shall receive a wage increase of three and one-half (3.5%) percent.

Section 2.

On January 1, 1996, each employee shall receive a wage increase of three and one-half (3.5%) percent.

Section 3.

On January 1, 1997, each employee shall receive a wage increase of three and three-quarters (3.75%) percent.

ARTICLE 14 - INCREMENT SYSTEM

If an employee's increment is to be withheld as a disciplinary action, the negotiated percentage wage increase would be reduced by up to two (2%) percent. The Employer agrees to provide the employee with a written explanation as to why the increment will be withheld prior to the effective date of the withholding. Such action is subject to the grievance procedure.

ARTICLE 15 - LONGEVITY

In addition to the wages agreed upon in Article 13, all employees shall receive longevity pay in accordance with the following scheduled for each of the three years of this contract:

<u>Years of Service</u>	<u>1995 - 1996 - 1997</u>	<u>In addition to Annual Pay</u>
After 5 years		2.5% of salary
After 10 years		4.5% of salary
After 15 years		6% of salary
After 20 years		7.5% of salary

Longevity pay for a calendar year will be spread over the pay periods of the employee during that year. Service for purposes of longevity pay shall be calculated effective and paid starting on the anniversary date of the employee's employment with the Library following the completion of the required number of years as shown above. Part-time employees hired on or after January 1, 1995 shall not be eligible to receive longevity pay.

ARTICLE 16 - MEDICAL, SURGICAL AND HEALTH PLANS

All current full-time Middletown Township Library employees shall be entitled to all rights, privileges and benefits of the Middletown Township health benefit plan during the three years of this contract. Effective February 1, 1995, new hires shall be entitled to employee-only insurance benefits.

ARTICLE 17 - RETIREMENT, HEALTH AND MEDICAL BENEFITS

Section 1.

Upon retirement by an employee after twenty-five (25) years of service and upon such employee collecting pension benefits, or upon retirement of an employee who has attained the age of sixty-two (62)

years and fifteen (15) years of service, an employee shall have his or her medical and health insurance coverage paid in full by the Township, until such time as such employee attains the age of sixty-five (65) years. Such employee, at age sixty-five (65) years and thereafter, and so long as the employee is covered by Medicare, shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Middletown Township Employee Health Plan Booklet) not paid by Medicare.

Section 2.

Subject to the terms set forth in Section 3, hereinafter set forth, and while said employee is receiving said Retirement, Medical and Health Benefits (as set forth in Section 1 of this Article), the employee's spouse who is not yet sixty-five (65) years of age shall have his or her medical and health insurance coverage paid in full by the Township. Once the employee's spouse attains the age of sixty-five (65) years and so long as he or she is covered by Medicare, such spouse shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Middletown Township Employee Health Plan Booklet) not paid by Medicare.

Section 3.

Any and all obligations by the Township for payments on behalf of the employee's spouse shall terminate six (6) months after the date of the employee's death.

Section 4.

As in Article 16, both parties agree that all employees covered in this section will be eligible for all benefits, rights and privileges in effect for the employees of Middletown Township for each of the three years of this contract.

ARTICLE 18 - APPLICATION OF SENIORITY

Seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than are required, the more senior employees in this classification shall be assigned to perform the duties required, and the less senior shall be assigned other duties, provided the more senior employees are qualified to perform the duties required.

When an employee has no work to perform in his/her respective classification, he/she may be required to work in another classification in which there is available work but there shall be no change in said employee's rate of pay.

When overtime is required, or work is required on any premium day, such work shall be rotated among the qualified employees on a seniority basis.

ARTICLE 19 - SAFETY

Conditions affecting safety of patrons or staff may be brought directly to the attention of the Director, who may in his/her discretion then take appropriate action.

ARTICLE 20 - MANAGEMENT RIGHTS

Section 1.

The Employer hereby retains and reserves unto itself, without limitation except those to which it has agreed, 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 foregoing, the following rights:

a) To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this or other agreements with the Union;

b) To determine the standards of selection of employment and to hire, promote, transfer, discipline or discharge employees for just cause;

c) To establish and administer reasonable policies and procedures related to personnel matters, employee training, performance of services and maintenance of the facilities and equipment of the Library;

d) To determine the total amount of overtime to be worked;

e) To determine the content of work assignments in accordance with New Jersey Department of Personnel job descriptions;

f) To establish new job classifications after negotiations with the Union over the rate of pay for same;

g) To change, modify or promulgate reasonable work rules and regulations after negotiations with the Union;

h) To make all decisions relating to the performance of the Employer's operations and maintenance activities, including, but not limited to the methods, means, processes, materials and procedures to be utilized.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of reasonable policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by law and 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 and Laws of New Jersey and of the United States.

Section 3.

Nothing in this Article shall be interpreted to deprive any employee of rights guaranteed to him/her by Federal or State law or the Library Personnel Manual, and all the rights enumerated in this Agreement.

ARTICLE 21 - APPLICABLE LAWS

Nothing herein shall abrogate or in any way modify any of the rules or procedures of the New Jersey Department of Personnel/Merit System Board. If such is the case, then the provisions of this Agreement to that extent shall be null and void.

ARTICLE 22 - MILEAGE REIMBURSEMENT

Employees shall receive mileage reimbursement as per the current federal standard for use of their cars when used for Library purposes.

ARTICLE 23 - PART-TIME EMPLOYEES

Permanent part-time employees will receive time off entitlement on a pro rata basis.

Part-time employee shall continue to be eligible for promotions. However, full-time employment may be a requirement for all professional positions, at the Director's discretion.

ARTICLE 24 - BULLETIN BOARDS

Space will be made available to the Union and the Employer for the purpose of posting Union notices relating to dues, meetings, entertainment, health and safety, and general Union activities. The Employer agrees to post the minutes of the Board Meeting five (5) days prior to the next Board Meeting.

ARTICLE 25 - DISABILITY

The Employer will provide to the employees the state disability plan as set forth in the Temporary Benefits Law N.J.S.A., et seq. Employer and employee contributions to the plan shall be made in accordance with the applicable provisions of N.J.S.A. 43:21-7, et seq.

ARTICLE 26 - WORKING OUT OF CLASSIFICATION

If an employee works out of his/her classification for a period of fifteen (15) consecutive work days, the Employer agrees to compensate said employee at the higher rate of pay, if applicable, for that time worked.

ARTICLE 27 - UNION ACTIVITIES

The Employer agrees to allow the Union Shop Steward and Local Union officers the opportunity to attend Union sponsored lectures and seminars as long as the employee's absence would not unreasonably

interfere with the operation of the Library. Employees falling within the terms of this provision will be allowed a maximum of two (2) days per year off from work with pay for the purpose of attending these Union activities. The employee will bear the cost of any and all expenses associated with attending Union sponsored lectures or seminars. The employee must give the Employer at least ten (10) days notice of his intention to attend said Union sponsored activity.

ARTICLE 28 - MINIMUM SALARIES

Effective January 1, 1995, the minimum salary for Administrative Secretary shall be \$25,000; all other minimums shall be increased by 1.75% (one-half of the across-the-board increase). All minimums shall be increased by 1.75% (one-half of the across-the-board increase) on January 1, 1996, and by an additional 1.875% (one-half of the across-the-board increase) on January 1, 1997. The following schedule reflects the new minimums:

	<u>1995</u>	<u>1996</u>	<u>1997</u>
<u>Non-Professionals:</u>			
Junior Library Assistant	\$15,434	\$15,704	\$15,998
Senior Library Assistant	18,521	18,845	19,198
Principal Library Assistant	21,837	22,219	22,636
Supervisory Library Assistant	25,152	25,592	26,072
<u>Professionals:</u>			
Junior Librarian	28,010	28,500	29,034
Senior Librarian	32,582	33,152	33,774
Principal Librarian	38,299	38,969	39,700
<u>Clericals:</u>			
Clerk	17,112	17,411	17,737
Senior Clerk	18,290	18,610	18,959
Principal Clerk	24,082	24,503	24,962
Clerk/Stenographer	17,112	17,411	17,737
Senior Clerk/Stenographer	21,631	22,010	22,423
Principal Clerk/Stenographer	24,082	24,503	24,962
Administrative Secretary	25,000	25,438	25,915
Administrative Clerk		(to be negotiated)	

ARTICLE 29 - MINIMUM PROMOTIONAL INCREASE AND REVIEW

The minimum annual increase in salary which an employee will receive upon promotion to a higher title shall be \$1,000 effective in the pay period following the date of the promotion. Jr. Library Assistant and Jr. Librarian shall be reviewed by the Director and either recommended or not recommended for promotion to the Board after two (2) years of employment.

ARTICLE 30 - PERSONNEL FILES

An employee shall have the right to inspect his/her personnel file by giving forty-eight (48) hours (two working days) notice, in writing to the Director. Inspections and copying of material may take place during normal working hours.

The Employer agrees to protect the confidentiality of the information contained in each personnel file.

An employee shall be given a copy of any document placed in his/her file.

ARTICLE 31 - SAVINGS CLAUSE

If any term, condition or provision of this Agreement is held to be unlawful, illegal or in violation of law by any federal, state or municipal legislation and/or court of competent jurisdiction, the parties will confer in an effort to find suitable substitutions therefore, and the balance of the Agreement shall remain in full force and effect.

ARTICLE 32 - FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues

between the Employer and the Union. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 33 - TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of the date of this Agreement and shall remain in full force and effect and expire on the 31st day of December, 1997.

Section 2. The employees shall have the right to open negotiations for the 1998 contract between August 1 and August 31, 1997. Should there be a dispute as to the salaries, employees shall not cease work and all disputes when settled shall be retroactive to the agreed date between the parties.

**COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, LOCAL 1032**

By: Eileen McLaughlin

Betty Verdejo

Lois Juccarone

Laurie Mason

**MIDDLETOWN PUBLIC LIBRARY
BOARD OF TRUSTEES**

By: Randall Galvulin
PRESIDENT
