

Contract no. 1522

T

A G R E E M E N T

between

THE TRUSTEES OF THE FREE PUBLIC LIBRARY

OF THE TOWNSHIP OF UNION IN THE

COUNTY OF UNION AND STATE OF NEW JERSEY

and

UNION COUNCIL NO. 8

NEW JERSEY CIVIL SERVICE ASSOCIATION

THIS AGREEMENT made this 2nd day of May,
1990:

BETWEEN:

THE TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE
TOWNSHIP OF UNION IN THE COUNTY OF UNION AND STATE OF NEW
JERSEY, hereinafter referred to as "Library" or "Employer":

AND:

UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE
ASSOCIATION, hereinafter referred to as "Association" or
"Union".

The parties hereto, in consideration of the promises
and mutal agreements herein contained, do agree to and with
each other as follows.

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ARTICLE I
RECOGNITION

In full accordance with Chapter 303, Public Laws, 1972, State of New Jersey; New Jersey Library Laws; New Jersey Civil Service Administrative Code and Emergency Rules adopted by the Public Employment relations Commission, on June 27, 1977, The Trustees of the Free Public Library of the Township of Union in the County of Union and State of New Jersey "hereinafter referred to as Library or Employer," hereby recognizes Union Council No. 8, New Jersey Civil Service Association "hereinafter referred to as "Association" or "Union" as the exclusive representative for all employees of the Free Public Library of Union, New Jersey.

ARTICLE II
MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the employer, in accordance with PERC laws or any other state laws which are applicable. All of the rights, powers, prerogatives and authority possessed by the employer are subject only to such limitations as are specifically provided in this agreement.

ARTICLE III
ASSOCIATION BUSINESS

Section 1

The Association shall advise the Employer, in writing, of the names of its representatives at least three months prior to the start of negotiating.

Section 2

The Association shall neither solicit members, nor conduct any business on the Employer's property during employee assigned working schedule as either the representative of the Association or on behalf of a particular employee. The following may be executed during the work day:

- a. Time spent conferring with management or employees on collective bargaining and grievances as specified in the Grievance Procedure, provided that there shall be no unreasonable interference with work assignments. In the event of a conflict, the work assignments shall have priority.

Section 3 - Union Security

(A) The Library agrees to comply with the provisions of Chapter 310 of the Laws of 1967 pertaining to deduction of dues of members of the Council and to likewise comply with Chapter 477 of the Laws of 1979, otherwise known as the Agency Shop Act.

(B) In complying with said Agency Shop Act, the parties hereto do agree that if an employee in the bargaining unit is not a member of the Association during the term of this agreement

and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the Association during such term or period. The purpose of the representation fee is to provide for payment to the Association of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by the Association as majority representative. In order to adequately offset the cost of services rendered by the Association, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The foregoing 85% is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed.

The Employer shall submit an up-to-date list of all employees in the unit to the Association at least once each month. The Association shall submit to the Employer a list of those employees in the unit who are not members of the Association. The Employer shall deduct from the salary of such employee, in accordance with (C) below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Association. The Association shall notify the Employer in writing of any changes in the list/or the amount of the representation fee and such changes shall be reflected in any deduction made.

(C) Payroll Deduction Schedule

The Employer shall deduct a representative fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the membership period

fixed by the Association. The deduction will begin with the first paycheck paid ten (10) days after the receipt of the aforesaid list by the employer, or thirty (30) days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

(D) The purpose of this Article is to provide for the payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law. The Association has represented that it has established a "demand and return" system pursuant to the foregoing law which is available to employees who pay representation fees.

ARTICLE IV
WORK SCHEDULES

Section 1

The regular work week of full time employment shall be 35 hours. Three-quarter time employees will work 26-1/4 hours.

In order to provide adequate work coverage for the Library, the Director or her designee has the right to assign individual work schedules. The work schedules will be posted at least one week (Friday to Friday) in advance. Except in emergency situations or by mutual agreement, no employee shall be required to work more that eight (8) hours in a day or more than five (5) days in a week.

The Director or her designee, for the efficient operation of the Library, has the right to vary from an individual's work schedule, provided, however, that any permanent changes shall be discussed by the Director and the individual(s) affected by the change(s).

Section 2

All library employees will be expected to perform evening work and Saturday work at straight rates. Saturdays will be set up on a rotational basis whenever possible.

Section 3

Anyone who works on a legal holiday (as listed in Article IX) will receive time and a half compensatory time off.

Section 4

Scheduling of night work within holiday weeks shall be distributed on a rotational basis whenever possible.

Section 5

Staff shall be permitted one 15 minute break within each three and one half or four hour tour of duty.

Section 6

The parties agree that all hiring, lay offs, separations, promotions, demotions and disciplinary actions shall be in accordance with the Revised Civil Service Rules for the State of New Jersey as applicable to employees of the Free Public Library of the Township of Union.

Section 7

Except for maintenance, the Employer agrees to arrange that no individual employee be required to remain alone in any building unless there is mutual agreement.

Section 8

The Employer agrees to provide transportation to the branches from the Main Library for those whose work schedules necessitate such travel.

Section 9

An employee who is late arriving for work or returning from lunch must make up the time that day or within a week. This does not preclude disciplinary measures for chronic tardiness.

Section 10

The Employer may require an employee to obtain special training by attending classes, workshops, or other appropriate means if it is necessary for satisfactory performance of the employee's job. Such time will be counted as work time and fees will be at Library's expense.

Section 11

Employees who are required to work on Sunday (excluding Library pages) will receive time and a half compensatory time off.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1

A grievance is hereby defined as any dispute between the parties concerning this agreement or other disputes with respect to wages, hours of work or conditions of employment.

Section 2

The purpose of this article is to provide for the expeditious and mutually satisfactory settlement of grievances, and, to that end, the following procedures shall be followed:

Step 1A - An employee with a grievance shall first submit within 10 calendar days of the occurrence, his grievance, in writing, to his immediate supervisor.

Step 1B - If not satisfactorily resolved, then the parties involved shall within ten (10) calendar days refer the matter to the Library Director.

Step 1C - The Association shall have the right to be represented at such a hearing if the employee is a member. The Library Director will render a final decision in writing within ten (10) calendar days following the hearing.

- Step 2 - If the agrieved party is not satisfied with the disposition of his grievance at Step 1B, or if no decision has been rendered within ten (10) calendar days after the hearing of the grievance at Step 1C, he or she may file the grievance and all supporting papers with the Board of Trustees for final disposition. This decision shall be made within ten (10) calendar days of the submission of said grievance.
- Step 3 - In the event of an unfavorable determination by the Board of Trustees, the grievant, may, at his election, file an appeal with either the Civil Service Department or the Public Employment Relations Commission and settle for a binding arbitration of the grievance.

ARTICLE VI

NONDISCRIMINATION

The Employer and the Association agree that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, political affiliation or Association membership or Association activities.

ARTICLE VII

LONGEVITY

All full time employees are to be included in the longevity program. The effective date for the determination of

longevity shall be the employee's initial date of employment on a full-time basis.

Longevity will be paid in the amount of 2% of new base pay a year on the completion of each consecutive five years of service for full-time employees. Maximum on longevity is 10%.

ARTICLE VIII

VACATIONS

Section 1

A. The annual vacation leave in terms of working days shall be as follows:

0 to 1 year - 1 working day for each month (not to exceed five (5) days.

1 through 3 years of service - Five (5) working days for each full year.

4 through 15 years of service - Twenty (20) working days.

Beginning the 16th year - Twenty-five (25) working days.

The existing policy of crediting vacations is to be followed.

B. Vacations shall be in and for each calendar year and must be used during that calendar year. No vacation time may accrue to the following year. However, when in any calendar year the annual vacation leave or any part thereof is not granted by the Director by reason of pressure of work, such leave or part thereof not granted shall accumulate to the employee's credit and shall be granted and taken during the succeeding calendar year only. Where possible, vacations may be split and should be taken at such times and for such terms as the Library Director determines to be in the best interest of the Library.

C. The effective date of hiring for the purpose of determining vacation, sick leave and other leaves shall be the employee's initial date of employment.

D. An employee who is resigning in good standing or retiring shall be entitled to vacation allowance for the current year and any vacation leave which may have been carried over from the previous calendar year.

E. Part-time employees who work more than 20 hours per week (excluding Library pages) will receive prorated paid vacations after one year of service.

ARTICLE IX

HOLIDAYS

Section 1

A. All employees shall be entitled to sixteen (16) holidays with pay in each year of this contractual agreement.

B. The following days shall be guaranteed days on which the Library shall be closed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christman Day

The day after Thanksgiving and New Year's Eve shall be days on which the Library may elect to be open. In the event an

employee is required to work on those days, the employee shall receive compensatory time off at a mutually agreed upon time.

Section 2

If a holiday falls on Sunday, the Library will be closed on the Monday following.

Section 3

If a holiday falls during an employee's vacation or sick time, he shall receive an additional day off.

ARTICLE X

SICK LEAVE

Section 1

Sick leave is the absence of an employee from work because of illness, accident or exposure to contagious disease.

Sick leave shall be authorized as follows:

- (a) One through five years of service - 15 days per year
- (b) Six through ten years of service - 16 days per year
- (c) Eleven through fifteen years of service - 17 days per year
- (d) Sixteen through twenty years of service - 18 days per year
- (e) Twenty-one through twenty-five years of service - 19 days per year
- (f) Twenty-six years of service and over - 20 days per year

Section 2

Any employee who is absent on sick leave for five (5) or more consecutive days may be required to submit a physician's certificate as evidence substantiating the illness. The Employer may

require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer. (See Civil Service Rules 4:1-17,18).

Section 3

Sick leave with pay shall accrue to any employee on the basis of Civil Service regulations.

Section 4

Each employee shall be entitled to inquire about the number of sick days left in his or her sick leave bank.

Section 5

Part-time employees who work a minimum of 20 hours per week (excluding Library pages) will receive pro-rated sick time after 90 days of service.

Section 6

All retiring employees shall receive terminal leave to be computed on the basis of forty (40) percent of their unused sick time leave at the time of retirement, but not to exceed \$12,500. The amount is based on salary at retirement.

SECTION XI:

EMPLOYEE ABSENCES

Section 1. - Notification

If an employee is going to be absent, the Director or the Director's designee shall be notified at least one hour before the employee is scheduled to work in the morning and two hours if the employee is scheduled to work the evening shift. Failure to notify the Director may be cause for disciplinary action unless there is reasonable excuse for not getting excused.

Section 2 - Storms

In the event of a severe snow storm (defined by Township), an employee who gets in before noon shall receive a full day's pay. Anyone who does not get in will be charged for the day. Early dismissal shall be in accordance with the Township ruling. Off hour employees shall not be charged for time when the Library is closed because of severe weather conditions.

Section 3 - Death in Family

Wages of five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of someone in immediate family. Immediate family is defined as spouse, child, parent, grandparent, and brothers and sisters. Three (3) days will be granted for in-laws.

Section 4 - Illness in Immediate Family

Subject to the approval of the Director, an employee may be granted time off without loss of pay to nurse a member of his immediate family. Such time will be charged against the employee's sick time bank, however.

Section 5 - Jury Duty

Any employee receiving notification of jury duty shall notify his/her Director immediately. An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so. Jury duty monies will be submitted to the employer.

Section 6 - Leave Without Pay

Special leave without pay for permanent employees may be granted by the Employer according to Civil Service regulations.

Section 7 - Personal Leave Days

Employees are entitled to three (3) days leave with pay each year for religious purposes, legal matters or other business which cannot be handled outside of working hours. Requests for leave shall be made one week (when possible) in advance of the requested date to the Library Director. Leave days must be used in a one year period and shall not be cumulative year to year. Leave days requested at the beginning or end of a vacation shall not be granted, except under extraordinary circumstances.

Section 8 - Maternity Leave

Any pregnant employee who requests a maternity leave of absence shall be required to apply to the Library Board, in writing, for such leave. The request shall be made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires the maternity leave to commence and a return date which shall not exceed ninety (90) days from the date of delivery of the child; provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well-being of the employee. In the event that a doctor, designated by the Employer, advises the Employer that the employee is incapable of continuing her duties, the Employer may then demand commencement of the leave at a time earlier than requested; provided, however, that no such extension or extensions as hereinafter set forth may be granted

for periods in excess of thirty (30) days at any one time. No such employee on maternity leave shall receive any pay during the period of such leave.

The Employer shall consider the employee's requested date of return; however, the Employer's determination shall be final and binding upon the employee. No employee shall be required to return the less than sixty (60) days from the date of delivery of the child, nor may a maternity leave exceed ninety (90) days in duration, unless extended as here and above provided for.

Maternity leaves must be approved in writing by the Employer designating the term thereof and the date of return to employment.

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Employer for permission to return to her position prior to the termination of the period for which the leave is granted.

If an employee fails to return to work on the termination of the leave, the employee will be considered as having resigned.

Maternity leaves may be granted to temporary employees, provided that the job assignment of said employee is still available upon her return to duty.

ARTICLE XII

FRINGE BENEFITS

A. Hospital Insurance - Coverage consists of:

Connecticut General Medical Care Benefits

Prescription Plan

Dental Plan

All of the aforementioned plans offered to the Library employees by the Library Board of Trustees must be consistent with the contract for the Township of Union Municipal Employees.

All benefits described under Insurance shall accrue to full-time employees only.

The Library agrees to pay the premium for the continuance of hospitalization insurance, together with prescription and dental plans, as may presently be in existence for all municipal employees, including recognized dependents, for those employees retiring after 20 consecutive years of employment and having reached the age of 51 years.

The Library agrees that any modification to the group's basic and major medical coverage to a comprehensive plan, shall be subject to a maximum of a \$100 annual deductible per member or \$300 per member's family with a maximum 20% co-payment subject to an annual stop loss of \$500 per member or \$1,500.00 per member's family.

B. Parking Space

Parking spaces adjacent to the Library shall be made available to all employees of the Union Public Library free of charge.

C. Academic or Special Course Work Leave

Staff members desiring to take extension library courses or attend an extended seminar or workshop in any field related to his or her work that would benefit both his (her) work and the library may be permitted to do so at the discretion of the Director under the policy set forth by the Board. Course work should not exceed four and one half hours with pay for such time off.

D. The Library must receive written notice of resignation at least 14 calendars days in advance if an employee is to receive accrued benefits.

ARTICLE XIII

GENERAL PROVISIONS

Section 1

Bulletin boards shall be permitted by the Employer at each of the Library locations. The Employer shall have the right to determine the location and size of said bulletin boards.

Section 2

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 notices.

ARTICLE XIV

RETENTION OF EXISTING BENEFITS

All existing rights, privileges and benefits, including those granted or guaranteed by Civil Service shall be maintained and continued by the Employer during the term of this agreement.

ARTICLE XV

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decision shall cause invalidation of any article or section of this agreement, all other articles and sections not so invalidated, shall remain in full force and effect.

ARTICLE XVI
SALARY AGREEMENT

Effective and retroactive to January 1, 1989, each member of the bargaining unit who has been employed in the Library for at least 6 months shall receive a wage increase of:

For those earning less than \$17,300 per year: \$1,160

For those earning more than \$17,300 per year: 6.5%

Effective and retroactive to January 1, 1990, each member of the bargaining unit who has been employed in the Library for at least 6 months shall receive a wage increase of:

For those earning less than \$17,300 per year: \$1,330

For those earning more than \$17,300 per year: 6.99%

ARTICLE XVII
DURATION OF CONTRACT

This Agreement shall take effect as of January 1, 1989 and shall be in effect until December 31, 1990. This Agreement shall not be extended orally, and it is expressly understood that it shall be expired on the date indicated unless it is extended in writing.

DURATION OF CONTRACT

This Agreement shall be retroactive to January 1, 1989 and shall expire December 31, 1990.

This contract may not be modified except by the express consent in writing of each of the parties thereto.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands seals on this day of May 8th, 1990.

UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE
ASSOCIATION.

By: Daniel Beagg
(President)

ATTEST:

Cliff Walker
(Secretary)

THE TRUSTEES OF THE FREE
PUBLIC LIBRARY OF UNION
TOWNSHIP IN THE COUNTY OF UNION

By: James L. Gault
(President)

ATTEST:

Virginia K. Hays
(Secretary)

MEMORANDUM OF AGREEMENT
THE TRUSTEES OF THE FREE PUBLIC LIBRARY
OF THE TOWNSHIP OF UNION
AND
UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE ASSOCIATION

The parties hereby agree with respect to amendments, modification, additions and deletions to the collective negotiations agreement due to expire to December 31, 1990.

ARTICLE XVI - SALARY AGREEMENT: Effective January 1, 1991, all members of the bargaining unit shall receive a six and one-half percent (6.5%) across-the-board wage increase to their base salary.

Effective January 1, 1992, all members of the bargaining unit shall receive a six and one-half percent (6.5%) across-the-board wage increase to their base salary.

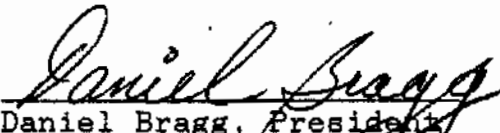
ARTICLE XVII - DURATION OF CONTRACT: Modified as follows: This agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety ^{10 P.S.} ~~(90)~~ days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

RATIFICATION: This memorandum of agreement shall be subject to the ratification of the employee members of Union Council No. 8 and of the Trustees of the Free Public Library of the Township of Union. It shall not be enforceable absent such ratification. The Council No. 8 bargaining committee agrees that it will recommend ratification. The Trustees will likewise recommend ratification.

ENTIRE UNDERSTANDING: This memorandum represents the entire understanding of the parties. Any proposals or counter proposals not contained herein are deemed waived. Upon ratification, the Trustees will draft a new contract and present it to the Union for signature.


UNION COUNCIL NO. 8
NEW JERSEY CIVIL
SERVICE ASSOCIATION

By:

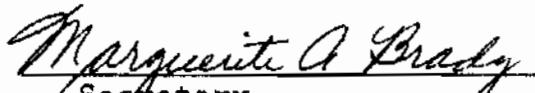

Daniel Bragg, President

TRUSTEES OF THE FREE
PUBLIC LIBRARY OF
TOWNSHIP OF UNION

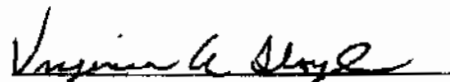
By:


James Caulfield
President

ATTEST: *Witness:*


Secretary

ATTEST:


Secretary