

A G R E E M E N T

BETWEEN

EDISON TOWNSHIP PUBLIC LIBRARY

-and-

INTERNATIONAL UNION TOOL, DIE, AND MOLD MAKERS

January 1, 1996 through December 31, 1998

Prepared By:

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ARTICLE I

RECOGNITION

The Edison Township Public Library ("Library") recognizes the International Union Tool, Die, and Mold Makers ("Union") as the exclusive representative of all Bookmobile Drivers, Custodians and Part-time Custodians employed by the Library, excluding all supervisors, managerial executives, professional employees, craft employees and confidential employees.

ARTICLE II

MANAGEMENT RIGHTS

A. The Union and the Library agree that the provisions of this Agreement are limited to wages and working conditions of the employees covered, and that no provision of this Agreement shall be construed or interpreted to restrain the Library's full and absolute right to operate, control and manage its operations and to determine the manner and means of providing services to its patrons.

B. The following subjects are within the managerial rights of the Library and shall not at any time be subject to negotiation or review under the grievance and arbitration procedure contained in this Agreement.

1. The right to determine the size of the work force.
2. The right to promote, transfer, demote, reassign, and lay off employees.
3. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology; to utilize new equipment; and to control the quality of services.
4. The right to subcontract all work, or any portion of the work in accordance with the New Jersey Supreme Court decision Local 195 IFPTE v. State, 88 N.J. 393 (1982).
5. The right to determine when and whether to fill job vacancies.

6. The right to evaluate jobs, to establish new positions, modify or combine existing positions, and reassign duties from job to job.
7. The right to select and hire employees from any source.
8. The right to discipline and discharge employees for just cause.
9. The right to create, abolish, and amend work shifts, and to assign employees to work shifts as deemed necessary or appropriate by the Library.
10. The right to determine and establish the regular hours of work for employees, not to exceed forty hours per week; provided, however, the Library retains the right to require employees to work overtime on a regular basis as the Library deems necessary or appropriate.
11. The right to require overtime work, and to assign overtime work to such employees as the Library considers qualified for the particular tasks to be performed.
12. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the Library.

C. The Library retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the Union or to obtain agreement concerning such rules from the Union, however, before such action is taken on any work rule, the Library will discuss it with the Union.

ARTICLE III

PROBATIONARY PERIOD

A. Library employees shall be considered probationary for their first six (6) months and must serve satisfactorily during the probationary period before becoming permanent. Probationary employees may be terminated at the discretion of the Library at any time during their probationary period, and such termination shall not be subject to the grievance and arbitration procedure contained in the Agreement.

A probationary employee shall not receive any benefits until he/she has been on the payroll for sixty (60) calendar days.

ARTICLE IV

SELECTION OF PERSONNEL, PROMOTION AND TRANSFER

A. Selection of personnel and the promotion of personnel shall be based solely on merit as determined by the Library.

The Library reserves the right to create new positions, specify the number of employees in each category, and to determine the duties and responsibilities of any such position in order to meet its needs.

B. The Library reserves the right to make transfers, both voluntary and involuntary, but will base its decisions only after the best interest of the individual and Library has been taken into consideration.

ARTICLE V

TERMINAL LEAVE PAY AND SEPARATION FROM SERVICE

A. Upon termination, all full time employees having continuously worked for the Library ten (10) years or more shall receive twenty (20) days terminal leave pay. Terminal leave shall not apply to part-time or temporary employees and under no circumstances shall an employee who has been discharged for cause receive terminal leave.

B. An employee is eligible for full retirement benefits at the age of sixty (60) years or anytime thereafter, or have a credit of twenty-five (25) years or more of service as a public employee, and is at least fifty-five (55) years of age.

1. Upon retirement an employee shall receive:
 - a. 100% pay for accumulated sick time not to exceed three hundred sixty-five (365) days accrued as of December 31, 1994. The payout for accumulated sick time accrued after December 31, 1993 shall not exceed twelve (12) days. All accumulated sick days earned by employees prior to January 1, 1994 shall not be forfeited and those employees upon retirement shall receive 100% pay for those accumulated sick days, not to exceed three hundred sixty-five (365) days. Should any of the employees have less than twelve (12) accumulated sick days as of December 31, 1993, upon retirement they will receive payment for those accumulated sick days, plus whatever additional sick days have been accumulated not to exceed twelve (12) days.

- b. Payment for all accrued vacation days;
- c. Payment for all allowable personal days; and
- d. Terminal leave pay as listed in Section 1 above.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. The normal full time work week for all employees is five (5) days at forty (40) hours per week. Employees may be required to work evenings and Saturdays, if necessary. Every effort to assure an employee a regular and predictable schedule will be made by the Library, however, in the event of an emergency, schedules may be changed by the Library.

B. Overtime shall be paid for all hours worked in excess of forty (40) hours in any week, at the rate of one and one half (1 & 1/2) times the employees' regular hourly base rate of pay. There is no guarantee of overtime however.

C. Nothing herein will require the Library to pay an employee at the overtime rate if said employee has not fulfilled his regular work week commitment of forty (40) hours. Entitlement to overtime compensation shall be based only upon time actually worked (time credited for Holidays and Vacations shall be considered as time actually worked and will be considered as part of an employee's forty (40) hour work week). Accordingly, time for which an employee is excused from duty or absent from duty, regardless of whether such time is paid or unpaid, except for Vacation and Holidays, shall not be counted as time actually worked for purposes of determining entitlement to overtime compensation.

ARTICLE VII

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement. In the event of any such grievance, adjustment shall be sought in accordance with this Article.

B. A grievance shall be submitted in writing to the employee's immediate supervisor within three (3) days of the occurrence of the grievance. The grievance shall thereupon be discussed at a meeting consisting of the employees involved, the Union representative and the supervisor or his/her designee. The meeting shall be conducted within ten (10) days from the date the grievance is submitted unless the Union and the supervisor agree to conduct the meeting at a later date.

C. In the event a grievance is not settled within three (3) days after the date of the grievance meeting described in Section B, above, the grievance may be submitted to the Library Director or his/her designee within two (2) days of its disposition at the prior step. The grievance shall thereupon be discussed at a meeting consisting of the Union representative and the Library Director or his/her designee. The meeting shall be conducted within seven (7) days from the date the grievance is submitted to the Library Director unless a later date is mutually agreed upon.

D. In the event a grievance is not settled within three (3) days after the date of the grievance meeting described in Section C, above, the grievance may be submitted to the Board of Trustees

of the Library within two (2) days of its disposition at the prior step. The grievance shall thereupon be discussed at a meeting consisting of the Union Representative, the Library Director, and the Board of Trustees. The meeting shall be conducted within seven (7) days from the date the grievance is submitted to the Board of Trustees unless a later date is mutually agreed upon.

The decision of the Board of Trustees on all matters except for those concerning an employee's discharge shall be final and binding upon the parties.

E. If the aggrieved party disagrees or objects to the decision of the Board of Trustees as it concerns an employee's discharge, the Union may institute arbitration proceedings on the discharge only. The Union shall within ten (10) days of receipt of the Board's written decision demand in writing, arbitration of the discharge grievance. Within fifteen (15) days following presentation of such demand, the Union shall request the New Jersey Public Employment Relations Commission to appoint an Arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of the Commission.

F. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

G. The decision of the Arbitrator shall be final and binding on the Union and the Library.

H. All expenses, including the fees and expenses of the Arbitrator, and other expenses deemed necessary by the Arbitrator for the proper conduct of the proceedings, shall be borne by and

divided equally between the Union and the Library. Any expenses connected with the calling of any witness shall be borne by the party calling him/her.

I. The Arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms and conditions of this Agreement and shall not use or rely upon past practices prior to the signing of this Agreement as a restriction on management functions.

J. The failure of a grievant or the Union to file a grievance or to process the grievance within the time periods contained in this Article shall constitute an absolute waiver of the grievance. The failure of the Library to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

K. An employee shall perform all duties as instructed even though he may feel aggrieved. During the pendency of any grievance, the employee(s) affected by the grievance shall continue to comply with all work directives, except where compliance would pose a direct threat to the life and safety of the employee(s).

L. If the Library has a grievance against the Union, it shall present its grievance to the Union in writing within five (5) working days of the occurrence or within five (5) working days after it would reasonably be expected to know of the occurrence. Failure to act within the time periods shall constitute an absolute waiver of the grievance. The Union shall respond to the Library within five (5) working days. If the grievance remains unadjusted,

it shall be presented at a meeting of Library Board of Trustees and representatives of the Union. The Union shall render its decision within the ten (10) working days.

ARTICLE VIII

HOLIDAYS

A. The following days shall be observed as paid holidays:

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

Additions or deletions to the above list of holidays shall be approved annually by the Library Board of Trustees and will be discussed with the Union's Business Representative.

B. Eligible full-time employees shall receive eight (8) hours, and eligible part-time employees shall receive four (4) hours, pay at their average hourly earned rate. To be eligible for holiday pay, an employee shall have worked all his scheduled hours on his last regularly scheduled work day before the holiday and all his scheduled hours on his first regularly scheduled work day following the holiday.

C. If any of the above listed holidays fall on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Board of Trustees.

D. Arrangements may be made for time off for the observance of a major religious holiday of a recognized faith which occurs on a working day, i.e.: Yom Kippur, "Little Christmas" etc.

Vacation or personal time must be used for these days and requests for time off must be submitted at least two (2) weeks in advance.

ARTICLE IX

WAGES & LONGEVITY

A. All employees covered by this Agreement shall receive a 2.5% increase for 1996, a 2.5% increase for the year 1997, and a 0% increase for the year 1998.

B. The Union may, at its option, reopen this Contract in the year 1998 for further negotiation on the wages for year 1998 only.

C. Full time employees shall receive longevity increases in the following manner:

2%	Completion of	4th year
2 & 1/2%	Completion of	6th year
3%	Completion of	8th year
3 & 1/2%	Completion of	10th year
4%	Completion of	12th year
4 & 1/2%	Completion of	14th year
5%	Completion of	16th year
5 & 1/2%	Completion of	18th year
6%	Completion of	20th year
6 & 1/2%	Completion of	22nd year
7%	Completion of	24th year

Employees hired after January 1, 1994 will not be eligible for longevity payments.

D. In the event that the Library is closed for weather-related reasons but the full-time employees covered under this Agreement are required to work, they shall receive compensatory time up to a maximum of forty (40) hours per year. Said compensatory time must

be used within the same calendar year earned, or it will be deemed forfeited, except that any compensatory time earned in December may be used in the next calendar year. No part-time employee will be required to work at the time of snow emergency beyond his normal shift. The Library will provide a list of comp. time earned to any employees upon request.

ARTICLE X

SICK LEAVE

A. Each full time employee shall be eligible for sick leave at the rate of twelve (12) days per year. Sick days may be accumulated from one year to the next.

B. Employees who must utilize a sick day must notify his/her immediate supervisor as soon as possible, but no later than fifteen (15) minutes after the start of his/her daily schedule.

An employee's failure to notify his/her immediate supervisor as mentioned in the preceding paragraph will be cause for denial of the use of sick leave for that absence.

C. Sick leave is to be utilized only in the case of an employee's illness. Verification of an employee's illness may be required by the Library.

Abuse of sick leave resulting in habitual absenteeism or use of sick leave when an employee is not ill is cause for discipline up to and including discharge.

Absence without notice for five (5) consecutive work days constitutes a resignation.

D. Upon full retirement an employee shall be paid provided the daily rate for sick days in an amount not to exceed that provided for in Article V, section B1 of this agreement.

ARTICLE XI

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay not to exceed four (4) working days.

B. The "immediate family" shall include the employee's spouse, son, daughter, parent, brother, sister, grandparent, and all step relatives of similar degree, and brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandparents-in-law.

C. Part-time employees will be granted two (2) days off with pay under the above conditions provided they work twenty (20) or more hours in the week and have been employed by the Library for at least one year.

D. Full time employees shall be granted one (1) working day off and eligible part-time employees shall be granted one-half (1/2) working day without pay in case of death of a relative not enumerated in section (B) above or a person who had an unusually close relationship with the employee, for the purpose of attending the funeral. Such leave however is subject to the prior approval of the Library Director.

ARTICLE XII

LEAVES OF ABSENCE

A. Employees may apply to the Library Director for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Requests for all leaves must be made in writing to the Library Director and must state the length of time and the reason for such leave. Such requests must be made at least thirty (30) days prior to the anticipated leave date.

The granting of all leave of absence request is subject to the sole discretion of the Library Director and the Library Board.

B. An employee leaving a position prior to receiving authorization from the Library Director and Library Board shall be deemed to have left said position and abandoned such job. Further, such an act shall be considered a resignation by the employee.

C. Emergency leave not to exceed one (1) day is permitted for full time employees in the event of acute need at the sole approval of the Library Director or her designee. Such leave may be charged to an employee's personal, vacation or sick leave depending upon the circumstances and discretion of the Library Director.

D. Nothing in this contractual provision shall supersede the provisions of the New Jersey Family Leave Act.

Family Leave may be granted by the Library Director and Library Board provided the request is made in writing thirty (30) days prior to the effective date of the leave. The leave, if granted, shall be with pay, but not to exceed six (6) weeks. Such time shall be subtracted from available sick time, vacation and/or personal leaves. In the absence of such accumulated time, leave shall be without pay.

ARTICLE XIII

JURY DUTY

A. A full time employee who is required to serve on a jury shall be paid for the scheduled working time lost.

B. In order to receive compensation, the employee shall be required to present proper evidence of jury services and must have also notified his/her supervisor of pending jury service as soon as possible after jury notice is received.

C. If an employee is excused from jury service on any day, he/she shall report for work and work the balance of the shift.

D. Part-time employees may choose to make up the hours lost as a result of jury duty with prior approval of the Library Director.

ARTICLE XIV

MILITARY LEAVE

A. If an employee is a member of the National Guard or a military reserve unit of the United States, he/she shall be allowed the necessary time off to perform his/her duties when called and this military leave shall not negatively affect his/her seniority rights. The Library shall pay the difference between such military service pay and straight time for scheduled working time lost on a day for day basis.

ARTICLE XV

VACATION

A. All full time employees shall enjoy the following vacation schedule:

<u>Length of Employment</u>	<u>Vacation Days</u>
First year - one (1) day per month of employment not to exceed ten (10) days	
2-5 years	10 days
6-9 years	15 days
10-11 years	20 days

One (1) day for each year of employment after completion of eleven (11) years.

B. Vacation time should be used by the end of each year. Only vacation time which has been approved in writing by the Library Director may be used. The employee must make a timely written request to his/her immediate supervisor prior to the anticipated vacation leave date.

C. Vacation leave may be carried over into the following year but only at the approval of the Library Director. A written request to carry over vacation must be made to the Library Director.

The amount of vacation carry-over cannot exceed the number of days earned annually.

D. A part-time employee who works at least twenty (20) hours per week is entitled to five (5) vacation days (4 hours per day) and this time will begin in his/her second full year of employment. During this second full year of employment, the employee shall

receive four (4) hours of vacation for every two months worked not to exceed a maximum of twenty (20) hours.

ARTICLE XVI

PERSONAL LEAVE

A. All full-time employees shall be allowed four (4) days of personal leave annually for the transaction of personal business, provided the employee has made a written request at least twenty-four (24) hours prior to the time of the leave, and approval has been granted by his/her supervisor. Such leave shall not be added to vacation or sick time.

B. All part-time employees will be permitted thirteen (13) hours of personal leave after completion of one (1) year of employment with the same notification and approval requirements listed in Section "A".

C. Personal leave shall not be cumulative.

ARTICLE XVII

DUES DEDUCTION AND AGENCY SHOP

A. The Employer agrees that it will each month deduct the union dues from the pay of each member and transmit the same with a list of such members to the Treasurer of the International within fifteen (15) days after the dues are deducted.

B. The Union agrees to furnish written authorization in accordance with law, from each member authorizing these deductions.

C. The Union will furnish the Employer a written statement of the dues to be deducted.

D. Using the same procedure as used for dues, the Employer shall deduct a 'service fee in an amount equivalent to 85%' of the prevailing dues from members of the bargaining unit who are not members of the Union.

E. The Union shall indemnify and hold the Library harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken or not taken by the Library in conformance with this provision. The Union shall intervene in and defend any administrative or court litigation concerning this provision.

ARTICLE XVIII

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Library's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Library's working schedule and that said authorized agent first get permission from the Library Director or her designee.

ARTICLE XIX

SHOP STEWARDS

A. The Library recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate Shop Steward.

B. The authority of the Shop Steward and the alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective Agreement;

2. The transmission of messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

a. Have been reduced to writing, or

b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown or other interference with Library business.

C. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Library's business.

D. The Library recognizes these limitations upon the authority of the Shop Steward and alternate and shall not hold the Union liable for any unauthorized acts. The Library in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

E. The Shop Steward shall be permitted to investigate, present and process grievances on or off the property of the Library without loss of time or pay. Such time spent in handling grievances shall be during normal working hours and after receiving approval from the immediate supervisor which approval shall not be unreasonably withheld, and shall be considered working hours in computing daily and/or weekly overtime.

F. The Union shall notify the Library in writing as to the names of the Shop Steward and alternates and any changes as they occur.

ARTICLE XX

SENIORITY- LAYOFF AND RECALL

1. An employee's seniority shall be determined by his length of continuous service with the Library from the date of his last hire. The employment records of the Library will be the determining factor in computing seniority. Attached hereto is a copy of the seniority list which the parties agree is correct.

2. When the Library reduces the working force, the employee in the classification affected by the layoff who has the least seniority shall be laid off first, provided the remaining employees have the experience, skill and ability to perform the remaining work without training. Upon recall, employees are to be returned to work in the reverse order in which they were laid off.

3. An employee shall lose his seniority and all rights under this contract for the following reasons:

- a) Being absent for three (3) consecutive days without notifying the Library official within said three (3) day period.
- b) Quitting.
- c) Failure to report to work at the expiration of an authorized leave of absence.
- d) Being discharged by the Library for just cause.
- e) Being laid off for one (1) year.
- f) Failure to report for work within five (5) days after being recalled by certified mail to the employee's last known address as shown on the Library records.
- g) Absence because of proven illness or injury for a period in excess of one (1) year.

4. Where circumstances permit, the Library will give the employees at least forty-eight (48) hours' notice of layoff, provided the layoff is not caused by circumstances beyond the Library's control.

5. An employee promoted or transferred to other than bargaining unit work may return to the bargaining unit upon agreement by the Union and the Library, provided there is a job vacancy. The employee will return without loss of continuous service credits, but he will not accrue seniority while out of the bargaining unit.

6. Subject to the qualifications of Section 2 above, the Shop Steward shall head the seniority list in his classification for the purpose of layoff. Such employee shall be returned to his proper standing on the seniority list upon termination of office.

ARTICLE XXI

TERM OF AGREEMENT

The term of this Agreement shall be January 1, 1996 through December 31, 1998.

IN WITNESS THEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS ON

THIS 11th DAY OF July, 1996

For the Employer

Edison Township Public Library

Virginia M. Comito
Virginia M Comito, President

ATTEST Raymond J. Curcio
Raymond J. Curcio, Secretary

For the Union

International Union Tool,
Die, and Mold Makers

HENRY F. SCHKKLING
BUSINESS AGENT

Henry F. Schkkling
