

3-0634

Hudson

0106

STORAGE

**THIS DOES NOT
CIRCULATE**

Institute of Management
Labor

AUG 1 1985

RUTGERS UNIVERSITY

Jersey City, City of

AGREEMENT

Between

FREE PUBLIC LIBRARY OF THE
CITY OF JERSEY CITY

and

JERSEY CITY FREE PUBLIC
LIBRARY SUPERVISORS
ASSOCIATION

JANUARY 1, 1982 through
JUNE 30, 1985

PREAMBLE

This Agreement, entered into, by, and between the Free Public Library of the City of Jersey City and the Board of Trustees of said Library, hereinafter referred to as the "Library", and the Jersey City Free Public Library Supervisor's Association, hereinafter referred to as the "Association", by reason of the fact that said parties have as their purpose the promotion of harmonious relationships between the employer and the Supervisory employees; the establishment of an equitable and peaceful procedure for the resolution of grievances; and the establishment of rates of pay, hours of work, and other conditions of employment, for all Supervisory employees as described in Article I of the Agreement.

ARTICLE I

RECOGNITION

A. The Library hereby recognizes the Association as the exclusive collective negotiations agent for all Supervising Librarians employed by the Library, with the exception of any Supervising Librarian assigned as Administrative Assistant, but excluding confidential employees, craft employees, policemen, managerial executives and all other employees of the Library.

B. The term "Supervisor" shall be defined to mean Supervising Librarian and shall include the plural as well as the singular and males as well as females.

ARTICLE II

MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement and such other powers as may be hereafter granted by the Laws and the Constitution of the State of New Jersey and of the United States including but not limited to the following:

The right of overall planning, maintenance, modification, expansion or curtailment of services; the right to direct all employees of the Library, including Supervisors, and to hire, promote, transfer, assign or retain them in positions in the Library, and to suspend, demote, discharge or take other disciplinary action against them; the right to determine the methods, processes, means and personnel for maintaining library operations, including the right to change or introduce processes, methods and personnel for the purpose of securing efficient and economical operations of the Library; the right to take whatever actions may be necessary to carry out the matters of the Library.

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

C. Nothing contained herein shall be construed to deny or restrict the Library of its powers, rights, authority, duties, and responsibilities under any national, state, county, district or local laws or regulations as they pertain to Library service.

ARTICLE III

DUES DEDUCTION

A. The Library hereby agrees to deduct from the salaries of its Supervisors subject to this Article, dues for the Association; such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (a), as amended. Said monies, together with the records of any corrections, shall be transmitted to the Treasurer of the Jersey City Free Public Library Supervisor's Association, by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. The Association will provide the necessary "check-off authorization" forms and deliver the signed forms to the Library Director or his designee. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Library written notice at least 30 days prior to the effective day of such change.

C. The Association shall indemnify, defend, and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library in reliance upon the salary deduction authorization cards submitted by the Association to the Library.

ARTICLE IV

REPRESENTATION FEE

A. Any employee in the bargaining unit of the Jersey City Free Public Library Supervisor's Association on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Association by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer of the Association. The Association may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Association remain the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer. This Article shall be subject to the provisions of N.J.S.A. 34;13A-5.4 ET. seq. as amended and supplemented by P.L. 1979, c 477.

B. The Association shall indemnify, defend, and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Library under this article.

ARTICLE V

WORK WEEK

A. The regular work week shall be thirty five (35) hours.

ARTICLE VI

MEAL PERIODS

A. All Supervisors shall be granted a meal period of one (1) hour during each working shift. Whenever possible, the meal period shall be scheduled in the middle of the shift.

ARTICLE VII

HOLIDAYS

A. Supervisors shall be entitled to at least sixteen (16) holidays in each calendar year of this Agreement.

B. The following ten (10) days shall be guaranteed holidays on which the Library is closed:

New Year's Day

Labor Day

Good Friday

Thanksgiving Day

Holy Saturday

Christmas Eve

Memorial Day

Christmas Day

Independence Day

New Year's Eve

ARTICLE VIII

SICK LEAVE

A. 1. Sick leave with pay shall accrue to supervisors on the following basis.

One (1) working day for each full month up to the end of the first calendar year of service; and in each calendar year thereafter, fifteen (15) working days.

A. 2. Sick leave can be utilized by Supervisors when they are unable to perform their work duties by reason of illness, accident or exposure to contagious disease.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Supervisor's credit from year to year thereafter, to be used if and when needed for such purpose.

C. Sick leave shall be prorated for those Supervisors who resign or retire before the end of the calendar year and for those Supervisors who have been granted leaves of absence without pay. However, those supervisors who retire during the calendar year shall be entitled to full sick leave allowance for that year to the extent that such sick leave is used during that year.

D. Upon retirement Supervisors shall be entitled to terminal leave computed on the basis of fifty (50%) percent of their accumulated sick leave at the time of retirement.

1. Minimum retirement leave for Supervisors who have suffered a bona fide illness in their last twelve months of service resulting in extended use of sick leave shall be thirty (30) days.

2. The maximum limit of retirement leave under this Article for any Supervisor shall be Ten Thousand (\$10,000.00) dollars.

3. Compensation for accrued vacation and terminal leave shall be paid to the Supervisors at the time of retirement.

4. No Supervisor hired after the signing of this Agreement shall be entitled to any terminal leave benefits under this Article whatsoever.

E. Each Supervisor shall be advised of the number of sick days in his/her sick leave bank on or about January 15th of each calendar year of this Agreement.

ARTICLE IX

LEAVES OF ABSENCES

A. Bereavement Leave

1. No Supervisor shall suffer loss of regular pay for time off up to a maximum of five (5) consecutive days beginning with the day after the death of a member of the employee's immediate family. Immediate family is defined as parent, spouse, child, brother, sister, mother-in-law, and father-in-law, or grandchild. In the event of the death of any relative not listed above the Library shall allow up to one day bereavement leave for the purpose of attendance on the family of the deceased. Such time shall be utilized no later than the week of the funeral.

Bereavement leave as defined above shall not be charged against an employee's sick leave.

B. Academic or Special Course Work Leave

Any Supervisor desiring to take an extension course, attend an extended seminar, or workshop, in any field related to his work that would benefit both his work and the Library, may be permitted to do so at the discretion of the Director. Time and expenses may be allowed up to full time and full expenses.

C. Unpaid Leaves of Absence

The Library may grant Supervisors leave of absences without pay in accordance with the rules and regulations of the Department of Civil Service. The Library reserves the right to limit the number of leaves granted to any supervisor.

D. Military Leave

The Library agrees to grant such military leave as is provided by State statutes.

E. Personal leave

1. All Supervisors shall be entitled to four (4) personal leave days per calendar year after the completion of twelve full months of service. Personal leave entitlement shall be pro-rated for any partial year of service.

2. At least two (2) personal leave days shall be granted only on request made at least one (1) week in advance. In urgent circumstances the Director may waive the requirement for one week's advance notice.

3. Any personal leave not used in a calendar year shall be transferred to the Supervisor's accumulated sick leave bank. Personal leave shall not be used for the purpose of extending holidays or vacation.

ARTICLE X

VACATIONS

A. All Supervisors shall be entitled to annual vacation as follows:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the end of first calendar year	One and one-half (1 1/2) working days for each full month
1st through 9th full calendar year	20 working days
10th through 14th full calendar year	25 working days
15th year and thereafter	30 working days

B. With the approval of the Director, or his designee, vacations may be granted to Supervisors at any period of the year, providing it does not cause inconvenience to the public services or administrative functioning of the Library.

C. Vacation time not granted to a Supervisor shall accumulate for the next succeeding year only.

D. Vacation time shall be prorated for any partial year of paid service.

E. In the event a Supervisor is ill during his or her vacation for five (5) or more working days, upon presentation of acceptable medical evidence to the Director, either during or immediately after the vacation, the Supervisor shall have deducted from his/her sick leave bank the number of days the Supervisor was ill and shall have restored to his/her vacation entitlement an equal number of days, which may be taken either during the balance of that year or may be carried into the next succeeding year only.

ARTICLE XI

DISCHARGE AND DISCIPLINE

A. Disciplinary action may be imposed upon a Supervisor only for just cause as defined by Civil Service.

B. Civil Service rules and regulations applicable to disciplinary actions, including discharge or removal, shall be followed.

C. The Association shall have the right to take up a suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter will be handled in accordance with the procedure set forth therein.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to resolve grievances as soon as possible so as to assure efficiency and promote good morale. The parties agree that this procedures will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any Supervisor from processing his/her own grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.

B. Definition

The term 'grievance' as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of employment.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

An aggrieved Supervisor shall institute action under the provisions herein within fifteen (15) days of the discovery of the grievance, but in no event more than thirty (30) days after the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved Supervisor and his/her immediate superior, for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) days or thirty (30) days shall constitute an abandonment of the grievance.

Step Two

A. In the event the grievance has not been resolved through step one, then within five (5) days following the determination of the immediate superior, the matter shall be reduced to writing by the aggrieved and submitted to the immediate superior for sign-off prior to submission to the Library Director. Such sign-off shall indicate agreement with the substance of the grievance. The grievance sign-off shall be completed within five (5) days and returned to the grievant for submission to the Library Director.

B. In the event either party deems it valuable, a meeting shall be held between the Library Director and the aggrieved and his/her representative. A written answer to said grievance shall be submitted within ten (10) days from the receipt of the grievance or the holding of the conference by the Library Director.

Step Three

A. If the grievance is not settled through Step One and Two, either party may refer the matter to the Public Employment Relations commission within ten (10) days after the determination of the Library Director. An arbitrator shall be selected pursuant to the rules of P. E. R. C. The party submitting the dispute to the Public Employment Relations Commission shall simultaneously submit a copy of such submission to the other party.

B. However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Library Director. In the event the aggrieved elects to pursue his/her Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

C. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The Arbitrator shall render his decision within thirty (30) calendar days of the close of hearings and shall set forth this finding of fact, conclusions of law, the reasons for making this award and any statute or specific sections of this agreement relied upon in making his written award.

D. The costs for the services of the Arbitrator shall be borne equally between the Library and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

E. The decision shall be final and binding on both parties.

D. Miscellaneous Provisions:

1. The Association President, or his authorized representative, may report an impending grievance to the Library Director in an effort to forestall its occurrence.

2. Any disciplinary grievance which may result in the loss of pay to a Supervisor may be instituted at the second step of the grievance procedure.

ARTICLE XIII

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither a Supervisor nor any person acting in their behalf will cause, authorize, or support, nor will any person acting in the behalf of such Supervisor take part in any strike.

B. The Association will actively discourage and take whatever affirmative steps must be taken to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action. The Library will actively discourage and take whatever affirmative steps must be taken to prevent or terminate any lockout.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Library or the Association in their rights to seek and obtain judicial relief as they may be entitled to have in law, or in equity for injunction, in the event of such breach by either party.

ARTICLE XIV

SENIORITY

A. Seniority for Supervisors shall be as defined and determined by Civil Service, and Civil Service rules and regulations shall govern the appointment, layoff, promotion or demotion of all Supervisors.

B. Lateral Transfer: In the event a position is open for lateral transfer all Supervisors shall be notified in writing of the opening. Each Supervisor shall respond to the Library in writing within thirty (30) days whether he/she desires to be transferred to the open position. Transfers shall be made in accordance with the qualifications and experience of Supervisors desiring transfer to the vacated position and consideration of Supervisor's seniority will be part of the evaluative decision. The initially vacant position shall be filled first and then the position vacated by the successful, bidder, and so on until an opening is reached which has not been selected by any qualified applicant. Anyone receiving a lateral transfer as a result of this bidding system shall be foreclosed from further participation in bidding for a period of six (6) months from the date of his/her transfer. In the event there are no qualified Supervisors desirous of transfer to an open position, then the Library may seek qualified applicants elsewhere and/or resort to outside hiring in order to acquire a qualified Supervisor for the job.

C. All physical transfers shall be effectuated in a manner consistent with the orderly operation of the Library.

ARTICLE XV

PENSIONS

A. Supervisors shall be eligible for pensions and retirement pursuant to provisions of State Law and Local Ordinance.

ARTICLE XVI

SAFETY AND HEALTH

A. The parties agree that the maintenance of safe and healthful working conditions is a matter of high priority for both parties.

B. The employer agrees that if a Supervisor incurs an on-the-job injury, he shall not receive a pay loss while being out of work, nor shall he be charged with any sick leave time or vacation time as a result of the injury, and the supervisory employee shall receive full pay while he is out of work because of the injury, to a maximum of one (1) year, but such pay may be reduced by any Workman's Compensation or Disability awarded to the Supervisory employee.

ARTICLE XVII

NON-DISCRIMINATION

A. The parties agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status or political affiliation, Association membership or non-membership or Association activities.

ARTICLE XVIII

INSURANCE

A. The Library hereby agrees that for the life of this Agreement, it shall provide Blue Cross, Blue Shield, Rider J, and Major Medical insurance to cover all supervisors, their spouse and dependent children.

B. The Library shall provide life insurance in an amount of \$5,000 and accidental death and dismemberment insurance in the amount of \$5,000 for each employee up to the age of sixty-five (65). After attainment of age sixty-five (65), the available insurance shall be reduced to \$2,000.

C. The employer retains the right to change insurance carriers so long as substantially similar benefits are provided.

D. Dental Plan

The Library will provide up to \$240.00 per annum per Supervisor to purchase dental insurance or service for the employee and his/her family.

E. Prescription Plan

The Library will provide a prescription plan equal in coverage to the prescription plan provided by the city of Jersey City. Said prescription plan shall be effective not later than August 1, 1980.

F. Optical Plan

Effective July 1, 1981 the Library shall provide an optical plan which shall be equal in coverage to the optical plan provided by the City of Jersey City.

ARTICLE XIX

BULLETIN BOARDS

A. Bulletin Boards shall be permitted by the employer at the Main Library. The employer shall have the right to determine the location and size of said bulletin boards.

ARTICLE XX

ASSOCIATION RIGHTS AND PRIVILEGES

A. Two authorized representatives of the Association shall have the right to represent Supervisors at grievance settlement conferences with no loss of pay when they are mutually scheduled during working hours.

B. In the event it is mutually agreed to schedule a collective negotiations session during the Supervisory employee's regular work hours, up to two Association representatives shall be excused from normal work duties to participate in said collective negotiations sessions and shall suffer no loss of regular pay thereby.

C. The President of the Association or his/her designee shall be granted time off without pay to attend municipal employee' conventions and union conventions concerning municipal employees, where authorized by State Law. The amount of time off for such representative shall not exceed a total of five (5) working days in any one (1) calendar year .

D. One (1) member of the Association may be granted time off without pay to attend State meetings and State legislative Sessions where there are items on the agenda affecting public employees.

E. The Association may be granted permission to use the Main Library building at reasonable hours for meetings.

F. Any Supervisor may apply to the Library Director to attend the American Library association annual convention. At least one (1) Supervisor shall be allowed to attend with no loss in regular pay for up to three working days. The Library shall pay the registration fee. The Library may pay other expenses.

G. The Library agrees that during working hours, on the library's premises, and without loss of pay, the President or his/her designee may be allowed, on request, reasonable time to conduct Association business. Such business may include but not be limited to the following:

- post Association notices
- distribute Association literature
- solicit Association membership during other employees' non-working time
- transmit communications authorized by the Association or its officers to the Library or its representatives
- consult with the library, or individual Association members

ARTICLE XXI

SALARIES

A. Salary Rates

Supervisors shall receive base salary increases in accordance with the Article on the following schedule:

<u>January 1, 1983</u>	<u>January 1, 1984</u>	<u>January 1, 1985</u>
8%	8%	8%

B. Salary ranges

As of January 1, 1983 the salary range for Supervising Librarians shall be a minimum of \$22,720 to a maximum of \$32,262.

In the event that any salary increase in accordance with paragraph A above should increase the maximum salary for any Supervising Librarian during the term of this contract then the maximum salary for the position of Supervising Librarian shall be increased accordingly.

C. New Employees

No Supervisor hired after the date of execution of this Agreement shall be entitled to an increase in salary until the completion of one (1) full year of service.

D. Longevity

All Supervisors shall receive longevity pay in addition to their base salary in accordance with the following schedule:

Five (5) years of service	\$200
Ten (10) years of service	\$400
Fifteen (15) years of service	\$600
Twenty (20) years of service	\$800
Twenty-five (25) years of service	\$1,000

ARTICLE XXII

RETIREMENT

A. All retiring Supervisors shall give at least three (3) months written notice of the effective date of their retirement. All retirements shall be effective on the first day of a given month.

B. All vacation, personal or compensatory time due a Supervisor on the date of retirement shall be included in a lump sum payment at the time of retirement.

C. For the purpose of this Agreement, any Supervisor who dies, and prior to his death had attained age sixty (60) years and had completed at least twenty (20) years of service with the Library and had notified the Library of the effective date of his retirement, shall be considered a retiring employee at the time of his death and the estate of the deceased shall receive the following:

1. All accumulated compensatory time.
2. All accumulated vacation time.
3. Forty percent (40%) of the amount of retirement leave due under Article VIII (Sick Leave) Section of this Agreement.

ARTICLE XXIII

SPECIAL CONSIDERATION

A. The employer agrees to provide twenty-five cents (25) cents a mile for a Supervisor who is directed to use his/her personal vehicle on official business within the boundaries of Jersey City.

The employer agrees to provide twenty cents (20) a mile for a Supervisor who is directed to use his/her personal vehicle on official business outside the boundaries of Jersey City.

B. Except for emergencies the Library agrees to arrange that no Supervisor be required to remain alone in any library building after 6:00 p.m.

C. The Library agrees to compensate a Supervisor for any tuition incurred as a result of being directed to take a special training course in relation to his/her position. If a Supervisor is directed to take special courses, it is understood that the Library will rearrange the work schedule of the Supervisor to permit attendance at said course.

D. The Director may allow Supervisors to attend meetings, conferences and workshops where attendance will benefit the Library. Time off with pay and expenses may be allowed up to but not exceeding full time and expenses.

ARTICLE XXIV

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Library and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the statutory rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though each subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by a Court or other tribunal of competent jurisdiction, all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

TERMS AND RENEWAL

This Agreement, shall be in force and effect as of January 1, 1982, and shall remain in effect to and including June 30, 1985, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, pursuant to the regulations of the Public Employment Relations Commission, of the desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Jersey city, New Jersey, on this fourteenth day of December, 1983.

FREE PUBLIC LIBRARY OF JERSEY
CITY SUPERVISOR'S ASSOCIATION

FREE PUBLIC LIBRARY OF
JERSEY CITY

BY: Rose Marie Merla-Libuzzi

BY: Nicholas J. Peden

Robert Jagerstrom

Carl G. Dinn

Witness:

Witness:

Dennis J. Hayes
Dec. 13, 1983

Adelaide Dean