

AGREEMENT

Between

THE FREE PUBLIC LIBRARY OF WOODBRIDGE
WOODBRIDGE, NEW JERSEY

And

TEAMSTERS LOCAL UNION NO. 469

January 1, 2014 through June 30, 2017

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	RECOGNITION	1
ARTICLE 2	GRIEVANCE PROCEDURE	1
ARTICLE 3	DISCIPLINE	3
ARTICLE 4	HOURS OF WORK	4
ARTICLE 5	NONDISCRIMINATION	6
ARTICLE 6	SENIORITY.....	6
ARTICLE 7	POSTING	6
ARTICLE 8	REASSIGNMENTS.....	7
ARTICLE 9	HOLIDAYS	7
ARTICLE 10	VACATIONS.....	9
ARTICLE 11	LEAVE OF ABSENCE	10
ARTICLE 12	PERSONAL LEAVE	11
ARTICLE 13	MANAGEMENT RIGHTS	12
ARTICLE 14	NO STRIKE.....	12
ARTICLE 15	WORK RULES	13
ARTICLE 16	UNION SECURITY.....	13
ARTICLE 17	UNION STEWARDS AND UNION REPRESENTATION.....	14
ARTICLE 18	WAGES.....	15
ARTICLE 19	PERSONNEL FILES.....	18

ARTICLE 20 GENERAL PROVISIONS 19

ARTICLE 21 MISCELLANEOUS 19

ARTICLE 22 DURATION 21

APPENDIX A 22

APPENDIX B..... 23

APPENDIX C..... 24

ARTICLE 1

RECOGNITION

- A. The library recognizes Teamster Local Union No. 469, an affiliate of the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in only the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding however, all other employees, the Director, Assistant Library Director, Security Guards, pages, confidential employees and others.
- B. The title "employee" shall be defined to include the plural as well as the singular and to include males as well as females.

ARTICLE 2

GRIEVANCE PROCEDURE

- A. Definition
 - 1. The term "grievance" shall mean any complaint by an employee that there has been a violation of this Agreement or any alleged misinterpretation or unfair application of board policy or a complaint by the Union that there has been a violation of this Agreement.
- B. Purpose
 - 1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise from time to time affecting employees.
 - 2. Nothing contained herein shall be construed to prevent an employee from processing his/her own grievance.
- C. Procedure
 - 1. An aggrieved employee shall institute action under this procedure within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of when the employee reasonably should have known of the event. Failure to act within said (10) working day period shall be deemed to constitute a waiver of the grievance.

2. The aggrieved employee, with or without a steward present at the employee's option, shall discuss the matter first with his/her immediate supervisor in an attempt to resolve it informally. A decision shall be made within four (4) working days by such immediate supervisor.
3. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the next level of supervision within seven (7) working days of the decision in paragraph 2 above. If requested, the appropriate level of supervisor shall meet with the grievant who may be accompanied by the Shop Steward and/or Union Representative. The appropriate level of supervisor shall render his/her decision in writing within ten (10) working days of receipt by him/her of the grievance or of the grievance meeting, whichever shall come later.
4. If the grievance is not satisfactorily resolved, the same shall be reduced to writing and submitted to the Library Director or his/her designee within seven (7) working days of the decision in paragraph 3 above. If requested, the Library Director or his/her designee shall meet with the grievant who may be accompanied by the Shop Steward or his/her designee. The Library Director or his/her designee shall render his/her decision in writing within ten (10) working days of receipt by him/her of the grievance or of the grievance meeting, whichever shall come later.
5. If the grievance is not satisfactorily resolved in the above step, the decision of the Library Director or his/her designee may be appealed in writing to the Board of Trustees within seven (7) working days of receipt of such decision. The Board, or a Committee thereof, if requested, will meet within forty-five (45) working days of the receipt of the grievance. If the Board, or a committee, does not meet within the forty-five (45) working day period, the Union may proceed to the next step of the grievance process.
6. Only a grievance specifying a violation or misinterpretation of this Agreement may be appealed to arbitration. If the grievance is not satisfactorily resolved through steps one through five above the Employer or Union may pursue the grievance to binding arbitration to the extent provided by law. The grievance will be submitted to PERC and be processed under the rules of the Commission within ten (10) working days of receipt of the decision of the Board of Trustees with concurrent notice to the Board.
7. The arbitrator shall limit himself/herself to the interpretation of the Agreement, to the issues submitted to him/her, and shall not add to, nor subtract anything from, the Agreement between the parties. The decision of the arbitrator shall be final and binding upon the parties and the employee.
8. The costs for the service of the arbitrator shall be borne equally by the Union and the Library. Any other expenses incurred shall be paid by the party incurring same.

9. Failure by the aggrieved employee or the Union to observe the time limits of this grievance procedure shall constitute a waiver of further processing of the grievance.
10. In the event any party representing the Library does not answer the grievance within the time limits set forth herein, the Union may immediately take the grievance to the next step.

ARTICLE 3

DISCIPLINE

- A. An employee may be suspended, demoted, fined, or discharged for just cause pursuant to the New Jersey Civil Service Statute and Regulations and other applicable law.
- B. Major Discipline Appeal Procedure
 1. Within 20 calendar days of the service of a preliminary notice of discipline, an employee may appeal the preliminary notice to the Director or designee. A departmental hearing shall be conducted to determine whether the suspension, demotion, fine or discharge was for just cause.
 2. The Employee and the Library shall be permitted to call witnesses at the departmental hearing and those witnesses shall be subject to cross examination.
 3. Within thirty (30) days of the close of the departmental hearing, the hearing officer shall issue a written decision as to whether the discipline was for just cause.
 4. Employees may appeal major discipline to the Civil Service Commission within the timeframes and pursuant to regulations promulgated by the Commission.
- C. Minor Discipline Appeal Procedure
 1. Suspensions of five days or less may be appealed through the contractual grievance procedure (Article 2) and pursuant to that procedure may be submitted to binding arbitration.
 2. Written warnings and official written reprimands may be appealed through the grievance procedure, but may not be submitted to arbitration.

ARTICLE 4

HOURS OF WORK

- A. Workday
1. The regular workday for full-time employees shall consist of eight (8) consecutive hours of work, including a one-hour lunch period.
 2. Part-time employees shall be scheduled at the discretion of the Director.
- B. So far as practicable, an employee's workday shall not be changed without reasonable notice.
- C. The regular work week shall consist of not more than forty (40) hours, including lunch periods.
- D. Employees shall be granted a total of two (2) fifteen (15) minute breaks per day as coffee breaks, but employees may not use the two breaks continually, i.e. one (1) thirty (30) minute break. Employees who are scheduled to work until 9:00 p.m. may take both breaks consecutively provided they are completed before the commencement of the evening work shift.
- E. Each employee shall be granted one (1) hour per day for lunch. If the lunch hour of any employee is interrupted, for ten (10) minutes or more by reason of library duties, such lost time shall be returned to the employee as time and a half compensatory time to be taken only at a time approved by the proper supervisor.
- F. In the event of inclement weather, every effort to report to work will be made on the part of staff members unless otherwise officially notified. In the event the Employee is going to be delayed, the Employee must notify his/her Supervisor of an anticipated arrival time. If the Supervisor is unavailable, the Employee must speak to a staff person located in Administration at the Main Library in the first instance. If no staff person is available then the Employee shall leave a voice mail message on the Director or Assistant Director's telephone.

If the Library is closed due to inclement weather and the library phone system is not working and the employee is not notified of the closing by other means and reports to work he/she shall receive compensatory time for all time worked, with a minimum of two (2) hours compensation in time or money.

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

During periods of inclement weather that result in dangerous travel conditions or other emergency situations, if conditions are such that an employee cannot safely get to work, the employee may elect to take accrued personal leave, compensatory time or up to one vacation day in full day increments. Employees must report to their supervisor or supervisor's designee that they are unable to get to work. In the event that the Main Library opens before the Branches, Branch personnel may choose to report to the Main Library or be required to use their own personal leave or compensatory time until such time as they are required to report to their own agencies.

- G. If an employee is required to stay ten (10) minutes past closing with an unattended child(ren), he/she shall be guaranteed one (1) hour payment at time and one half (1 ½). If an employee is recalled to work after leaving his/her post of employment or on his/her days off, he/she shall be guaranteed two (2) hours payment at time and one half.
- H. The Fair Labor Standards Act (FLSA) exempts employees who are engaged in executive, administrative, and professional activities from entitlement to overtime pay. Exempt/non-exempt status of employees will be determined by the Library Director in accordance with Fair Labor Standards Act definitions.

Overtime at Woodbridge Library is defined as authorized work in excess of the regular work week which consists of forty (40) hours, including lunch periods.

Exempt employees are expected to dedicate the appropriate time and effort to properly discharge the duties of their positions without regard to close monitoring of hours worked, including the expenditure of additional hours which may be required from time to time. In the event that an exempt employee must work a shift or part of a shift in addition to his/her regularly scheduled workday because of public service requirements, the employee may elect to be paid or to be compensated in compensatory time at the rate of time and one-half or at the rate of double-time if the employees worked a Sunday or holiday.

- I. Prior to the formation of the overtime rotation schedule all holiday overtime will be divided fairly and equitably among all those in the job classification.

An employee will not be required to work the Saturday or Sunday immediately preceding or following a vacation.

ARTICLE 5

NONDISCRIMINATION

The Library and the Union agree to comply with all state and federal discrimination laws. There will be no discrimination or favoritism exercised by either for reasons of Union membership or lack of Union membership, participation in or lack of participation in legal Union activities.

ARTICLE 6

SENIORITY

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

ARTICLE 7

POSTING

- A. Notice of all vacancies shall be posted on employee bulletin boards, with a copy provided to the Union President. Newly created positions, vacancies, or promotional jobs are to be posted in the following manner: classification, location, rate of pay, hours of work, person to contact.
- B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications prior to publication of the names of the successful applicant.

ARTICLE 8

REASSIGNMENTS

- A. In filling job vacancies, the Library Director will give consideration to an employee's written request for reassignment provided such request is in the best interests of the Library.
- B. In considering such requests for reassignment by two or more employees, seniority shall be the determining factor provided ability to perform the duties of the job is equal. Decisions with respect to filling job vacancies shall be determined by the Library at its sole discretion.

- C. Decisions made by the Library Director concerning involuntary reassignments, filling of vacancies, and requests for reassignments may be grieved up to and including the level of the Board but shall not be arbitrable. To the extent possible, management will make every reasonable effort to give advance notice to employees being reassigned.

ARTICLE 9

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday (the 3rd Monday in January)
Washington's Birthday (the 3rd Monday in February)
Good Friday
Memorial Day (the last Monday in May)
Independence Day
Labor Day
Columbus Day (the 2nd Monday in October)
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee's Birthday (for employees hired BEFORE 7/1/2015)

For Employees hired on or after July 1, 2015, an Employee's birthday shall not be considered a holiday.

- B. It shall be at the sole discretion of the Library to determine if the Main Library and/or any branch Library are to be open any portion of a paid holiday. In the event it is so determined, the Library shall designate a crew and such crew shall receive at least two (2) hours of overtime for each hour such employee works on that day.
- C. If Labor Day, Memorial Day or Independence Day falls on a Friday, Saturday, Sunday or Monday, the Library will close on Saturday giving employees a three (3) day weekend at no loss of pay.
- D. 1. The Library shall close at 1:00 P.M. the day before Christmas and the day before New Year's Day. If Christmas or New Year's Day should fall on Monday, the Library shall close at 9:00 p.m. [5:00 p.m. at current hours] the preceding Friday and

remain closed until the following Tuesday, and the employees shall suffer no loss of pay.

2. If Christmas or New Year's Day shall fall on a Saturday, the Library shall be closed the Friday immediately prior, the Saturday and the following Sunday and the employees shall suffer no loss of pay.
3. If Christmas or New Year's Day shall fall on a Tuesday, Wednesday, Thursday, or Friday, the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and/or New Year's and the employee shall suffer no loss of pay. One-half of the work force shall be assigned to duty the day prior to Christmas, and the remaining one-half the day prior to New Year's Day.
4. If Christmas or New Year's Day shall fall on a Friday the Library shall close at 1:00 p.m. the day immediately prior as well as be closed the full day of Christmas and New Year's and the following Saturday after each holiday.
5. If Christmas or New Year's Day shall fall on a Sunday, the Library shall close at 5:00 p.m. on the Friday immediately prior, the Saturday, Sunday and Monday and the employees shall suffer no loss of pay.

ARTICLE 10

VACATIONS

- A. An employee may apply for his/her vacation at any time during the twelve (12) months preceding the date of his/her proposed vacation. If two or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority. Vacation requests are subject to denial based on reasonable Library needs, including staffing and other operational needs.

An employee may carry over up to one (1) year of vacation into the following calendar year, which must be used in the following year. In the event that an employee is denied use of vacation time for business necessity, the employee shall carry over all unused time. Vacation will be credited the beginning of the calendar year in anticipation of continued employment for employees having one (1) year or more of service at that time. Employees having less than one (1) year of service will accrue vacation on a monthly basis for their first ninety (90) days of employment and thereafter they will be eligible to take their entire anticipated vacation for the year. All vacation time is prorated, i.e. for new hires and at the time of separation from service.

At least seven (7) business days (i.e., Monday – Friday) advance notice shall be given by Employees requesting vacation time for a period greater than one week. All other vacation

requests will be submitted at least four (4) business days in advance of the date of the requested vacation leave. All vacation requests shall be made through the on-line Time & Labor system or its successor and approved by the Director or his/her designee. Requests to use vacation time shall not be unreasonably denied.

- B. Vacation time for all employees covered by this Agreement shall be computed as follows:
- o After one (1) year: twenty (20) work days
 - o Twenty (20) to twenty-five (25) years: twenty-eight (28) work days
 - o Over twenty-five (25) years: thirty (30) work days
- C. When an employee submits a request for vacation leave, the supervisor of the department shall notify the employee within five (5) working days as to whether or not the leave has been approved or denied.
- If the leave is denied, an explanation will be given to the employee by the supervisor.
- D. In the event of death of an employee, the employee's family shall be entitled to payment for all accrued vacation time at the full rate of pay in effect on the date of death.

ARTICLE 11

LEAVE OF ABSENCE

- A. Sick leave shall be granted in accordance with the Rules and Regulations of the New Jersey Civil Service Commission. The Library may request and the Employee shall submit upon request a signed note from the Employee's doctor on the doctor's letterhead substantiating any sick leave of three (3) or more consecutive work days or where the Employee is chronically absent, has patterned absenteeism or for other good cause.
- B. In the event of death in the immediate family, the employee shall be granted five (5) consecutive work days of leave with pay. For the purpose of this clause, immediate family shall be defined as father, mother, step-mother, step-father, spouse, child, step-child, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren or registered domestic partner. In the event of the death of a brother-in-law, sister-in-law, daughter-in-law or son-in-law, the employee shall be granted three (3) consecutive working days of leave with pay. In the event of the death of a familial aunt or uncle, the employee shall be granted one (1) working day of leave with pay. The Employer reserves the right to request documentation concerning the relationship. An employee may be granted time off in the event of the death of an individual with whom the employee had an unusually close relationship. The decision to grant time off, and the period for this leave shall be at the sole discretion of the Library Director and shall not be subject to the grievance procedure.

Union Workdays

1. The Union will be permitted six (6) workdays with pay each odd calendar year (2015) and twelve (12) workdays with pay each even calendar year (2014, 2016) to be utilized by the Union for convention or other Union sponsored legal activity. Such six (6) or twelve (12) days are assigned to the Union and may be utilized by one employee for the maximum days in the calendar year or by a combination of employees up to the maximum days in the calendar year. In no event, shall the days used exceed the six (6) or twelve (12) days allocated in the calendar year.
 2. The Union must notify the Library Director and the employee(s) immediate supervisor in advance of taking such time.
- D. The Library agrees to abide by the terms of the New Jersey Family Leave Act and the federal Family and Medical Leave Act. An employee must utilize all accrued paid sick, compensatory time and personal days before taking unpaid leave.
- E. If an employee is required to serve on jury duty and such service requires his/her presence beyond noon he/she shall receive a full day's pay for each such day of jury duty. If such employee is dismissed from jury duty prior to noon, he/she shall immediately report for work and shall then receive a full day's pay.
- F. An employee who is a member of the Armed Forces shall be granted such leave of absence as is required by and in accordance with applicable state and federal law.
- G. The Library shall participate in the Township disability program.
- H. Special leave without pay for permanent employees may be granted by the Board of Trustees, for periods of up to six (6) months, with a further leave of up to six (6) months upon further approval by the Board.

ARTICLE 12

PERSONAL LEAVE

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

1. Personal Leave of absence may be used for emergencies, religious Holidays or days of religious observance, personal business, or other personal affairs;
2. Personal leaves may be taken in conjunction with Holidays and vacation days with prior approval of the Supervisor. Two weeks' notice if possible shall be required. Seniority will govern, and requests shall not be unreasonably denied; however, the union recognizes that permission is within the sole discretion of the supervisor who will not withhold permission for arbitrary reasons. All personal days must be utilized in the year earned or lost.
3. Requests for such leave shall, except in case of emergencies, be made in writing on forms listing the above reasons, and the employee must check the reason upon which his/her request is made.

Further information concerning the reasons for the request must be supplied to the Library Director should he/she requests it.

ARTICLE 13

MANAGEMENT RIGHTS

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

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

ARTICLE 14

NO STRIKE

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

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

ARTICLE 15

WORK RULES

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

ARTICLE 16

UNION SECURITY

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

- B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within ninety (90) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount not to exceed eight-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

- C. The Union further acknowledges and states that any employee who pays the representation fee in lieu of dues shall have direct access to the Union Business Agent. If and when any questions arise as to the actual use by the Union of the representative fee, said employee has the right to obtain a review of the representation fee and if, in fact, any part of the representation fee is used for purposes prohibited by this Act, the Union will return a pro rata share of the representation fee to said employee. If, after a review is made as aforementioned and the employee is unsatisfied with the results thereof, said employee has the right to appeal to a Board appointed by the Governor to hear such appeals as set forth in Section 3 of the Employer/Employee Relations Act (the "Act"). The Employer and the Union further acknowledge that this Article is subject to any rules and regulations promulgated by the Commission to effect the purposes of this Act.
- D. The Union agrees to save the Library harmless from any action or actions commenced by any employee against the Library, for any claim arising out of such deduction, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided. Errors made by the Library in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

ARTICLE 17

UNION STEWARDS AND UNION REPRESENTATION

- A. Representatives of the Union, who are not employees of the Library, may be permitted to visit with employees during working hours it being understood, however, that such representative shall not, in any way, interfere with the working of the Library during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.
- B. The Board shall permit the Union officers and Shop Stewards to meet on library premises once monthly. However, no employee shall be absent from duty for such meeting for

more than three (3) hours, and such meetings must have advanced scheduling with the approval of the Library Director.

- C. The Employer recognizes the right of the Union to designate a Shop Steward and an Alternate. The Union shall furnish to the Library in writing or its appointed Shop Steward and appointed Assistant Shop Steward. The Union shall notify the library promptly of any changes of such Union Shop Stewards.
- D. Union officers and Shop Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. In no event will the total compensable time spent on grievances as set forth above, exceed a total of six (6) hours in any one month.

ARTICLE 18

WAGES

- A. Effective July 1, 2014, all employees in this bargaining unit shall receive an across-the-board wage increase of 2.00%.
- B. Effective July 1, 2015, all employees in this bargaining unit shall receive an across-the-board wage increase of 1.75%.
- C. Effective July 1, 2016, all employees in this bargaining unit shall receive an across-the-board wage increase of 1.50%.
- D. In exchange for the Union agreeing to extend the contract expiration date to June 30, 2017 all employees in this bargaining unit shall receive a one-time payment of \$450 (new) payable on the second payroll cycle following ratification of the contract. This amount shall not be added to base salary.
- E. Hiring dates

- 1. Employees Hired prior to January 1, 1996.

- Persons who are rehired from the special re-employment list will be paid at the rate they would have been paid absent the layoff from their date of rehire.

- 2. Employees hired on or after January 1, 1996.

- New hires hired into the title of Supervising Librarian shall not receive less than the current salary grade for Principal Librarian.

F. Promotions

1. Any employee promoted into or within the Teamster's Unit shall receive a five percent (5%) increase added to their base salary or the new starting salary for the position whichever is greater when promoted.

G. Severance Payment

1. As of the signing of this Agreement, such plan and method for employees hired prior to January 1, 1999 involves the payment upon retirement or death of one-half (1/2) of accumulated unused sick leave not to exceed \$15,000.00. The Library Director shall be notified of a retirement in March of the year preceding the retirement year. Failure to do so may result in withholding payment for unused sick leave until the year following the retirement year. For employees hired on or after January 1, 1999, maximum sick leave payment on retirement will be capped at \$7,500.00.
2. Unused compensatory time balances shall be paid to employees or their estates at their hourly rate of pay on the day of separation upon resignation, retirement or death.
3. Eligible Employees may, subject to the limitation of a thirty-five (35) hour compensatory time maximum and with authorization by the Director or his/her designee, receive compensatory time off at the applicable overtime rate for hours worked in excess of their regular work week. All such hours shall be placed in the employee's compensatory time bank. Compensatory time may be taken upon written request to, and approval by, the Director or his/her designee. Requests for the use of compensatory time shall not be unreasonably denied.

H. For the duration of this Agreement the Board shall continue granting the same insurance benefits provided by the Township of Woodbridge. The Union will be notified of any change in benefits provided by the Township of Woodbridge. In the area of health benefits, the Library commits to having its employees enjoy any new or additional benefits which the Township of Woodbridge gives to its clerical employees, including but not limited to optional insurance packages. Hospital and Major Medical Health Benefits shall be extended at no cost only to retirees who have completed a minimum of 20 years of service by June 28, 2011 and who then complete twenty-five (25) or more years of service with the Township. All other retirees shall pay the current premium.

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

- a. The formal course work must, in the opinion of the Library Director, be job related.
 - b. Application must be made to the Library Director in sufficient time that approval may be granted by the Board prior to the beginning of such formal course work.
 - c. Such formal course work must be taken by the employee at a time other than the time such employee is scheduled for work.
2. Only those employees whom the Board assigns to take formal course work shall be reimbursed for tuition, expenses, and the time necessary for such course work.
- I. In the event an employee, at the request of the Library and properly scheduled, works a split-shift requiring travel to and from work twice within one (1) normal work day, such employee shall receive mileage at the regular rate as travel payment.
- J. The meal allowance shall be fifteen dollars (\$15.00) for those employees working a regular shift plus an additional three (3) hours. Any meal and travel allowance must be submitted on expense mileage forms for reimbursement.

1. Expenses - Conferences and Meetings

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

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Breakfast	\$17	\$17	\$17
Lunch	\$32	\$32	\$32
Dinner	\$37	\$37	\$37
Hotel	\$200	\$220	\$240

Hotel Bill. Reimbursement will be made to employees upon presentation of receipts for expenditures. If management requires Employees to attend a hotel more expensive than the above schedule then management shall pay for the hotel stay.

- K. The mileage payment shall be the mileage rate allowable by the IRS, and published by the Library.
- L. If an employee works a higher classified position for fifteen (15) consecutive work days he shall begin drawing a higher rate on the sixteenth (16th) work day, provided that the employee working in the higher classified position has had such work approved in advance

by the Library Director, and shall continue to be paid the higher rate thereafter for as long as such employee does the work at the higher classification, the minimum rate for the higher paid position or a five percent (5%) increase in his/her own rate, whichever is higher, but in no event shall the new rate be more than the maximum of the higher rated position. An employee working under this clause shall be granted salary and benefits accruing to the higher position for the time that the employee occupies that higher position. If an employee reverts back to their regular status and classification then paid time off enjoyed after such reversion shall be at the rate of pay of the regular status and classification.

- M. Non-exempt employees attending approved conferences involving Saturday, Sunday and Holiday attendance will receive a total of one (1) day's compensatory time at the straight time rate.
- N. Employees attending approved conferences involving weekend or holiday attendance will be given time off during the week (with their supervisors' approval) and will work for straight time while attending the conference.
- O. The pay grades for post-1996 hires in accordance with the terms of this Agreement are attached hereto as Appendix C.
- P. In a year when there are 27 pay days, the Library will pay employees the same as Woodbridge Township pays its Town Hall employees.

ARTICLE 19

PERSONNEL FILES

An employee or shop steward who has been given written authorization by an employee may examine and duplicate material in his/her personnel file. Material shall not be placed in this file that has not been copied to the affected employee.

ARTICLE 20

GENERAL PROVISIONS

- A. Bulletin boards shall be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.
- B. It is understood and agreed that if any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific provision of the Agreement affected by such decision and all other provisions shall continue in full force and effect.
- C. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.
- D. The Library shall make available to all present and future employees, copies of this Agreement.
- E. A job description shall be in each employee's personnel folder. Upon reasonable notice an employee may be permitted to inspect his/her job description, evaluations, and any disciplinary notice.
- F. All employee paychecks shall be issued in individual envelopes to each employee. Checks shall arrive at each department and/or Branch in individual envelopes. Checks will not be distributed any earlier than 4:00 p.m. on the day before payday.

ARTICLE 21

MISCELLANEOUS

- A. The Library and the Union acknowledge this to be their complete contract and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented.
- B. The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State, and Local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby.
- C. The Board in making provisional appointments shall give due consideration to merit, qualifications, experience, and the decision of the Board shall not be arbitrable.

- D. Employees, on a staggered pre-approved schedule, shall be permitted the time to attend the New Jersey Library Association annual conference, the New Jersey Association of Library Assistants Conference, the Educational Media Association of New Jersey Annual Conference or the American Library Association Conference, dependent upon the availability of funds. Employees participating in programs at either NJLA, NJALA or NJASL that have been approved in advance by the Library Director will be reimbursed for membership registration by the Board of Trustees. Necessary expenses shall be reimbursed up to the limitation passed by the Board and shall be based upon the presentation of proper and adequate receipts.

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

- F. Part-time employees who work twenty (20) or more hours per week are eligible for the Township medical insurance plan. All part-time employees also receive pro-rated vacation, sick, holiday and personal days based on their hours per week.

APPENDIX A

TITLES COVERED BY UNION CONTRACT:

Clerk A (new)

Clerk

Principal Clerk Typist

Secretarial Assistant

Administrative Clerk

Principal Account Clerk

Supervising Librarian / All Variants

APPENDIX B

FIVE (5) GRADE LEVELS WITH TITLES:

GRADE IA (new)

Clerk A

GRADE 1

Clerk

GRADE II

Principal Clerk Typist
Administrative Clerk
Secretarial Assistant

GRADE III

Principal Account Clerk

GRADE IV

Supervising
Librarians / All Variants

The person appointed to the "Clerk A" position shall advance to the "Clerk" position after six (6) months of satisfactory performance. In the event of unsatisfactory performance, the person shall be returned to his/her prior position at his/her old rate of pay, plus any contractually negotiated cost of living adjustments.

APPENDIX C

Woodbridge Public Library

Teamster Pay Grades 2014-2016

	<u>2014</u> (+2.0%)	<u>2015</u> (+1.75%)	<u>2016</u> (+1.5%)
IA (new)	\$40,000	\$40,700	\$41,310
I	\$45,539	\$46,336	\$47,030
II	\$57,779	\$58,790	\$59,672
III	\$64,247	\$65,372	\$66,353
IV	See Article 18, Paragraphs E & F		

ARTICLE 22

DURATION

This Agreement shall take effect as of January 1, 2014 and shall remain in effect until June 30, 2017. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

THE FREE PUBLIC LIBRARY OF
WOODBRIIDGE, NEW JERSEY

TEAMSTERS LOCAL NO. 469

C. M. Murchio

Michael Patel

DIRECTOR

Business Agent

DATED: 12/10/15

DATED: 12/10/15