

Contract no. 803

A G R E E M E N T

between

THE LINDEN FREE PUBLIC LIBRARY BOARD OF TRUSTEES
CITY OF LINDEN, NEW JERSEY 07036

and

LOCAL UNION NO. 866
A/W INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

January 1, 1990 through December 31, 1991

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AGREEMENT

AGREEMENT is entered into this day of _____, 1990 by and between the LINDEN LIBRARY BOARD OF TRUSTEES, hereinafter referred to as the "BOARD" and Local 866, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION".

The term "EMPLOYEE" used in this Agreement means only employees covered by this Agreement by the terms hereof:

The effective date of this Agreement is January 1, 1990.

WITNESSETH

WHEREAS, the parties hereto have resolved their differences as raised in these negotiations.

The BOARD and the UNION agree as follows:

ARTICLE 1

RECOGNITION

The LINDEN LIBRARY BOARD OF TRUSTEES, recognizes LOCAL 866, I.B.T. as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment.

The Director of the Library is authorized to act as the agent for the BOARD.

ARTICLE 2

SCOPE OF BARGAINING UNIT

This Agreement covers persons employed by the LINDEN LIBRARY BOARD OF TRUSTEES in the following classifications: Senior Library Assistant, Senior Library Assistant/Typing, Senior Library Assistant Steno, Senior Clerk Steno, Junior Library Assistant, Junior Library Assistant/Typing, Clerk Steno, Library Clerk Driver/Typing, Agency Aide, Library Exhibit Artist p/t, Junior Library Assistant p/t, Building Maintenance Worker, Building Maintenance Worker p/t, Custodial Worker p/t, Building Services/Delivery Worker p/t. But excluding managerial executives, professional employees, supervisors, within the meaning of the Act, craft employees and policemen.

The BOARD agrees that it will not contract out or assign substitutes to any work if such work can be done by the employees in the bargaining unit within the time such work is required to be completed.

ARTICLE 3

JOB CLASSIFICATION SHEETS

The BOARD will prepare and make available to the UNION, JOB

CLASSIFICATION SHEETS defining the principal functions of each job classification coming under this Agreement.

Before putting a new classification into effect, the Employer shall give the UNION a job classification sheet for discussion and for the purpose of negotiating a rate. The UNION may recommend changes in the classification sheet.

ARTICLE 4

WORK ASSIGNMENTS

The BOARD agrees to respect the jurisdictional rules of the UNION and shall not direct or require their employees or persons other than the employees in the bargaining unit(s) here involved, to perform work which is recognized as the work of the employees in said unit(s).

The BOARD agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification, except for periods of short duration.

Supervisory personnel will not perform work of employees covered by this Agreement, except in cases of emergency or when manpower is not available.

ARTICLE 5

INDIVIDUAL CONTRACTS

The BOARD shall not make any contract with an individual employee nor shall the BOARD attempt to enter into such a contract with an employee.

ARTICLE 6

PROBATIONARY PERIOD

All newly hired permanent employees shall serve a probationary period of ninety (90) calendar days. During this probationary period the BOARD reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

ARTICLE 7

DUES CHECK-OFF

A. The BOARD agrees that it will deduct the Union dues from the pay of each employee each month and transmit the same with a list of such employees to the Secretary-Treasurer of Local 866, I.B.T. within the month after the dues are deducted.

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

C. The Union agrees to indemnify and hold the BOARD

harmless from and against any and all claims arising under this provision.

D. The Union will furnish the BOARD a written statement of the dues to be deducted.

E. The BOARD agrees to deduct eighty five per cent (85%) of established Union membership dues from all non-union member employees as provided by State statute, and shall transmit said monies to the Union in accordance with Paragraph A hereinabove.

Article 8

RATES OF PAY

A. Each employee shall be paid not less than the rate of pay for his classification for all time spent in the service of the BOARD in accordance with the table of job classification and rates of pay in Schedule "A" which is attached hereto and made part of this Agreement.

B. LONGEVITY

For each completed five (5) years employment the BOARD will pay an amount equal to two per cent (2%) of annual base pay, with a maximum of ten per cent (10%) and not to exceed twelve hundred dollars (\$1,200.00).

Total longevity pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay and Retirement.

Total longevity adjustment will be calculated by multiplying the annual base salary in effect December 31 of the preceding year by total longevity entitlement.

Entitlement of longevity is based on the employees initial date of hire.

Employees hired after January 1, 1975 will not be entitled to longevity pay. The longevity provisions contained herein will continue in full force and effect for all employees hired prior to January 1, 1975.

C. The BOARD agrees to pay wages earned on a bi-weekly basis, twenty six (26) times per year. Payment shall include wages for overtime hours.

Employees shall be paid by check every other Friday.

Employees shall be paid during working hours. When pay falls on a Holiday or an employee's day off, then the preceding day shall be pay day.

ARTICLE 9

HOURS OF WORK

A. Work for each employee shall be scheduled for seven (7) work hours, five (5) days per week from Monday through Saturday, thirty-five (35) hours per week.

B. The hours of work for all employees will be one or more of the following work shifts:

9:00 A.M. to 5:00 P.M.
10:00 A.M. to 6:00 P.M.
11:00 A.M. to 7:00 P.M.
12:00 NOON to 8:00 P.M.
1:00 P.M. to 9:00 P.M.

In addition to the foregoing, Building Maintenance Workers will be required to work the 8:30 A.M. to 4:30 P.M. work shift

C. Any employee may be designated to lock library doors at closing time when a building maintenance worker is not available.

D. There will be no split day shifts, i.e., the hours will be consecutive in any given day.

E. The BOARD shall allow an unpaid one (1) hour lunch period each day.

F. Schedules of work for individual employees shall be posted for four (4) weeks in advance of the effective date. Seasonal schedules will be posted two (2) times per calendar year. It is recognized, however that the schedule does not preclude temporary changes due to absences, promotions, vacations, or terminations.

G. Employees may request to exchange work schedules provided a forty-eight (48) hour notice is given. Confirmation of approval or denial shall be within twenty-four (24) hours of such request.

H. The BOARD shall allow a paid one half ($\frac{1}{2}$) hour lunch period whenever an employee is required to work in excess of nine (9) hours or more and additional paid one half ($\frac{1}{2}$) hour lunch periods for each subsequent four (4) hours of work.

I. The BOARD shall also allow a paid ten (10) minute coffee break once during each work period.

J. Employees will not be required to work either the 12:00 NOON to 8:00 P.M. or the 1:00 P.M. to 9:00 P.M. shift or any combination of two, more than two (2) work nights per week except in a manpower emergency. This paragraph shall be subject to Paragraph F of this Article.

For the purpose of this paragraph, a manpower emergency shall be defined as any vacancy to the minimum table of organization caused by sickness or injury. A single manpower emergency shall not exceed six (6) consecutive work days.

ARTICLE 9A

A. The BOARD shall guarantee an employee a minimum of two (2) hours work, at the applicable premium rate of pay in addition to his regular days pay, if he is required to return to work after quitting time, and similarly one (1) hour work at the applicable premium rate of pay if required to report to work prior to starting time.

B. The BOARD shall not require any employee to take time off in place of premium pay to compensate for time worked in excess of seven (7) hours in a work day or thirty-five (35) hours in the work week.

C. The BOARD shall keep a record available for inspection which shows hours worked and the balance of available paid days such as sick leave, personal days, etc.

ARTICLE 9B

CERTIFICATION OF HOURS WORKED AND REPORTING LATE

A. All employees will be required to punch a time card in designated time clocks at the beginning and end of daily work periods and at the beginning and end of any time off the job during working hours.

B. Any employee reporting to work up to fifteen (15) minutes beyond his scheduled starting time, will make up such late time during the employee's scheduled lunch period of that day.

C. Employees reporting to work more than fifteen (15) minutes beyond their scheduled starting time will be penalized as follows:

1. from sixteen (16) minutes to thirty (30) minutes = $\frac{1}{2}$ hour of base pay
2. from thirty-one (31) minutes to one (1) hour = one (1) hour of base pay
3. over one (1) to one and one-half ($1\frac{1}{2}$) hours = one and one-half ($1\frac{1}{2}$) hours of base pay
4. over one and one-half ($1\frac{1}{2}$) hours to two (2) hours = two (2) hours of base pay.

D. Employees reporting to work more than two (2) hours beyond the scheduled starting time without prior permission of the Board, may be denied employment and pay for the entire scheduled period of work that day.

E. Employees who are habitually tardy, will be subject to disciplinary action by the Board.

ARTICLE 10

PREMIUM PAY

A. One and one half ($1\frac{1}{2}$) the straight time rate of pay shall be paid for all work:

- 1) Performed prior to the scheduled starting time
- 2) Performed in excess of seven (7) hours in any calendar day and thirty-five (35) hours in any week
- 3) Performed after scheduled quitting time
- 4) One and one-half ($1\frac{1}{2}$) the straight time hourly rate of pay shall be paid for work performed on a Holiday in addition to Holiday Pay

B. Two (2) times the straight time hourly rate of pay shall be paid for all work performed on a Sunday.

C. Additional work which has not been scheduled for regular part-time employees on Saturdays, Sundays, and Holidays shall first be offered to full-time employees of the same classification at premium pay. In the event no full-time employee of the same classification is available, the work can be offered to a regular part-time employee at regular rates of pay.

D. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

E. There shall be no pyramiding of overtime pay.

F. All earned overtime pay will be paid in the following pay period.

ARTICLE 11

HOLIDAYS

Each of the following Holidays are recognized by the BOARD and shall be paid as seven (7) hours at the straight time hourly rate without performing work:

- A. 1. New Year's Day
2. Washington's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day

7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. General Election Day
12. Christmas Day
13. Floating Holiday
14. Martin Luther King Day

To be eligible for paid holidays, employees shall work their entire last scheduled work day immediately preceding and their entire first scheduled work day immediately following the holiday. Employees absent because of personal illness shall be paid for the holiday provided a doctor's certification is presented.

B. In the event a paid Holiday falls on Saturday no employee will be scheduled to work on that particular Saturday. Said Holiday will be celebrated on the preceding Friday and all employees will be granted the day off with pay.

If the BOARD schedules the Library to be open on a Saturday holiday, employees volunteering to work on that day will be paid at one and one half ($1\frac{1}{2}$) times their regular hourly rate of pay.

C. If a paid holiday falls on Sunday said holiday will be celebrated on Monday, the following day, and all employees will be granted the day off with pay.

D. Each employee after ninety (90) days of credited service shall be granted one (1) paid day of each year, namely a Floating Holiday which may be taken on a minimum of two (2) working days notice, subject to the Board's final approval. The Floating Holiday must be scheduled prior to November 1, and taken by December 31, of each year unless prevented by illness or injury.

E. A paid holiday shall count as seven (7) hours worked when computing overtime pay for work performed in excess of thirty-five (35) hours in that particular work week.

F. In the event a paid holiday is celebrated on an employee's scheduled day of rest, the employee will be given off with pay a scheduled work day in that same work week mutually agreeable to the employee and the Board.

G. No employee will receive premium pay for working a regularly scheduled day of work in any work week.

H. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to holiday pay only if the paid holiday is celebrated on a scheduled day of work.

I. When a paid holiday occurs or is celebrated on a Monday; employees shall be assigned to work the previous Saturday on a rotating basis to the best of the Board's ability.

ARTICLE 11A

PERSONAL DAYS

A. Each employee shall be granted three (3) personal days off with pay during each calendar year.

B. Two (2) personal days must be taken and the third (3rd) scheduled no later than November 1 of each calendar year. All personal days must be requested of the Board a minimum of two (2) working days in advance.

C. Approval or denial of requests made for personal days off will be announced within one (1) working day after the request is made.

D. New full-time employees will be entitled to one (1) personal day of after each four (4) months of credited service of their first full year of employment.

E. Upon completion of one (1) full year of credited service an employee will be eligible for the remaining number of personal days off of entitlement in the then calendar year.

F. In the event an employee dies, is terminated, or gives notice of termination, personal days off will be paid on a pro rata basis.

G. A personal day off may be taken in either three (3) hour periods, four (4) hour periods or in full days only.

H. Part-time employees will not be entitled to personal days off.

ARTICLE 12

VACATIONS

A. Vacation entitlement with pay shall be based upon the following schedule:

PERIOD OF EMPLOYMENT	VACATION
0-1 year service	1 day for each month
2 years through 5 years	Three weeks
6 years through 20 years	Four weeks
21 years through 25 years	Five weeks
26 years and over	Six weeks

B. The vacation period fiscal year shall begin January 1 and end December 31 of the same year.

C. New employees will be eligible for six (6) paid vacation days after six (6) months of credited service, and an additional six (6) paid vacation days after one (1) year of credited service.

D. Effective January 1 of an employee's second (2nd) full fiscal year of employment, the employee will be eligible for three (3) weeks of paid vacation.

E. On January 1 of each subsequent year, without regard to the anniversary date of employment, an employee will be eligible for paid days of vacation in accordance with the prescribed vacation schedule in Paragraph A hereof.

F. Earned vacation time will be pro-rated to the date of departure for an employee who voluntarily leaves the employ of the Library, or who is terminated for any reason other than retirement, disability, or lay-off.

G. Request for leave of absence to permit an extension of a vacation period shall be granted without pay, provided all vacation time, floating holiday, and personal days have been used and library operations permit.

H. If a paid holiday or non-contractual closing to observe a holiday falls during an employee's vacation period, either the work day or half work day, whichever is applicable, preceeding or following the vacation period shall be granted in lieu of of the paid holiday or closing.

I. Vacation requests must be submitted no later than March 1 and scheduled by the Board no later than March 15th of each calendar year. Vacation requests not received by March 1st, will automatically be scheduled by the Board no later than March 15th of the current year.

J. Senior employees shall be given preference in the selection of vacation period, within their particular classification.

K. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

L. Friday shall be the last working day prior to any employee's vacation period, which shall begin the following Monday.

M. Employees eligible for four (4) or more weeks of vacation may, upon five (5) days prior notice and subsequent BOARD approval, be granted five (5) vacation days in periods of one (1) or more days.

Three (3) of said vacation days shall be taken by October 1 of each year, and the final two (2) days scheduled no later than November 1 of each year.

The BOARD will schedule any vacation time due an employee who fails to comply with the time requirements of this paragraph.

N. Vacation may be scheduled or exchanged with another employee of the same job classification provided the change does not affect the operation of the Library system.

O. All paid vacation time must be taken during the calendar year of eligibility, except in the event of illness, injury or Library emergency. Any vacation time not taken for these reasons, will be carried over to the following year.

P. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to pro rated vacation based on their average weekly scheduled hours of work.

Q. Vacations may be rescheduled upon the written request of the employee including requests for full week vacations beginning other than the first day of the work week. Requests for rescheduling shall be approved provided the new vacation period does not effect the operation of the Library.

ARTICLE 13

FUNERAL LEAVE

A. In the event of a death in an employee's immediate family namely: spouse, children, brothers, sisters, or parents of the employee or any relative living under the same roof, such employee shall be paid in full for work time lost not to exceed four (4) days.

B. One (1) day off with pay, the day of the funeral, shall be granted an employee in the event of death of an employee's parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt or uncle, niece, or nephew, the employee shall be paid for and receive one (1) day off on the day of the funeral.

C. The BOARD may require an employee to produce evidence of death and the relationship of the deceased to obtain Funeral Leave benefits.

D. Employees will be required to return to work the day following the funeral unless funeral leave is extended. An extension of funeral leave may be requested of the Library Director or the Library Director's designee, either verbally or in writing. Requests for an extension of funeral leave will be answered within a twenty-four (24) hour period that contains a scheduled work day.

ARTICLE 14

JURY DUTY

A. An employee called for Jury Duty will be excused from work for the time period actually in attendance in court and will be paid the difference between Jury Duty fees received and regular daily earnings for said time period attending court.

B. If an employee is not required to report to or serve the court on any particular day during a tour of Jury Duty, said employee shall report to his or her regular assigned job.

C. An employee will be required to provide the BOARD with the Court's attendance report in order to receive Jury Duty benefits.

D. In the event an employee is unable to report to Jury Duty because of illness or accident, the employee's absence must be reported to the BOARD on the date it occurs, or said employee may be subject to denial of earned sick leave benefits.

ARTICLE 15

MILITARY LEAVE

Employees enlisting or entering the MILITARY or NAVAL Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act, and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA-ANNUAL ACTIVE DUTY TRAINING will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

ARTICLE 16

SICK LEAVE

A. New employees will earn one (1) day of sick leave for each month of credited service through the end of the first calendar year of employment, but in no event will be granted sick leave pay until the completion of ninety (90) day probationary period.

B. Thereafter each employee shall be entitled to fifteen (15) paid sick leave days as at the beginning of each calendar year.

C. Unused sick leave days shall be cumulative from year to year without limit.

D. Requests by employees for unpaid sick leave will be given consideration by the Board, provided all earned sick leave, vacation time and personal days have been exhausted.

E. A doctor's certificate may be required to substantiate illnesses for four (4) consecutive days duration or after ten (10) days absence cumulative in a calendar year for which absences a doctor's certificate was not required.

When a doctor's certificate is required, sick leave shall not be paid until the certificate is submitted to the BOARD.

Employees shall not be paid until a signed "Application for Leave" form has been submitted within forty-eight (48) hours after returning from sick leave. This shall also apply to other paid leave.

F. In the event of illness or accident, employees shall call out sick a minimum of one (1) hour in advance of their scheduled starting time or be subject to forfeiture of sick leave pay.

G. Any employee out on sick leave for more than three (3) consecutive scheduled work days shall call in to advise the Board of the prognosis of the illness or injury, and the expected date of return to employment.

H. Sick leave may be granted in minimum periods of one-half ($\frac{1}{2}$) hour for any medical or dental appointment, provided the Board is given forty-eight (48) hours notice in advance. Abuse of minimal hours sick leave will require evidence of need.

I. Upon retirement or death while still employed, an employee, his or her heirs or estate, shall receive one (1) day of base annual pay for each three (3) days of unused accumulated sick leave. Unused sick leave payments will be made in one lump sum, but in no event exceed an amount equal to ten thousand dollars (\$10,000.00).

J. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to paid sick leave on the basis of their average weekly scheduled hours of work.

K. An employee absent because of illness either the scheduled workday before and/or after vacation period shall present a doctor's certificate to the Board substantiating such illness. An employee who is ill for five (5) days or more during a scheduled vacation period can request that vacations be rescheduled for a period of time equal to the number of days of illness. In such cases, a doctor's certificate substantiating the illness must be presented.

ARTICLE 17

LEAVE OF ABSENCE

A. Any recognized official of the Union shall be granted a leave of absence without pay for the purpose of attending to Union business off the job, provided such absence does not affect the operation of the Library. The Union shall give at least twenty-four (24) hours notice of such requests for leave.

B. Upon request, an employee shall be granted a maternity leave without pay for a period not to exceed six (6) months.

ARTICLE 18

HEALTH CARE INSURANCE PROGRAM

The BOARD shall provide each employee the following Health Care Insurance with dependent coverage:

- A. Comprehensive Blue Cross Hospital Insurance
- B. Blue Shield Surgical Insurance
- C. Rider J
- D. Major Medical
 - 1. \$100.00 deductible
 - 2. 80-20 Co. Ins.
 - 3. \$20,000 Maximum annually
- E. A family Dental Plan
- F. Vision and Prescription Plan
- G. All employees will receive Temporary Disability Benefits coverage under the State Division of Unemployment and Disability Insurance program.

It will be mandatory for all employees to participate in the payment of premiums to said Temporary Disability Insurance to the extent dictated solely by the New Jersey State Division of unemployment and disability.

H. Permanent part-time employees shall be required to be scheduled to work twenty (20) or more hours per week to qualify for Health Care Insurance Benefits.

ARTICLE 19

GROUP INSURANCE AND PENSION

Each permanent employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to participate in the Public Employee Retirement Plan as prescribed by New Jersey State Statutes.

ARTICLE 20

SENIORITY

A. Seniority for the purpose of this Agreement is defined as follows:

- 1. Seniority is the employee's total employment service

is determined by his initial date of hire by the BOARD.

2. Classification seniority is the employee's employment service within a particular classification. Classification seniority is determined by the date the employee is permanently assigned the classification through an official action taken by the members of the Linden Library Board of Trustees.

3. Employees shall have preference to employment recall from lay-off, transfer, promotions and vacation selection in accordance with their applicable seniority entitlement.

4. Seniority will not apply to work assignments, in the same job classification, whether it be in the same or another Library facility. Employee requests for assignment to a particular Library facility will be given consideration by the Director.

B. To determine the total years of Library credited service to a permanent part-time employee given full-time job status, the total number of continuous scheduled part-time work hours only shall be divided by one thousand eight hundred twenty (1,820).

C. An employee shall lose all seniority rights for the following reasons:

1. Resignation
2. Failure to report to work no later than five (5) working days after any authorized leave of absence expires.
3. Failure to notify the Board as to her or his intention to return to work within twenty-four (24) hours after receipt of recall notice, or failure to report to work within fourteen (14) calendar days by the date stated on recall notice, whichever is greater.
4. Failure to be called back to work from lay off for a period equal to the employee's total employment service but no more than twelve (12) months.
5. Failure to give thirty (30) days notice to the Board of an employee's intention to return to work after the date of discharge from military service.
6. Discharge for just cause.
7. For periods of suspension from work for disciplinary reasons that have not been reversed through grievance procedure, arbitration or appeal to the New Jersey Department of Personnel.

ARTICLE 21

NOTIFICATION TO THE UNION

A. The BOARD will notify the Union in writing of any promotion, demotion, transfers, layoff, termination and of newly hired employees.

B. The BOARD will provide the Union with an updated list of covered employees showing names, address, classification, rates of pay, date of hire, date of entry in classification and Social Security number each six (6) month period commencing with the effective date of this Agreement.

C. All written notification shall be made to:

Secretary-Treasurer
Teamsters Local 866
743 Main Avenue
Passaic, New Jersey 07055
(with copies to Shop Stewards)

ARTICLE 22

PROMOTIONS, DEMOTIONS AND TRANSFERS

A. It is the intention of the BOARD to fill job vacancies from within the bargaining unit before hiring new employees, providing qualified employees are available.

B. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

C. Promotional openings shall be posted for a period of ten (10) work days and bids shall be submitted to the BOARD by the date stated in the posting. Such postings shall include job title, labor grade and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting time shall be considered for the job.

D. Temporary promotions shall be offered to the senior most qualified employee who bids for the job. Said employee will be paid the lowest rate of pay for the temporary job classification, but in no event less than his or her current salary.

E. An employee who is promoted permanently to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of three (3) months. In the event the employee does not successfully pass this three (3) month trial period, such employee shall be given his former position without any loss of seniority or pay.

ARTICLE 23

LAYOFF AND RECALL

A. The BOARD may reduce the working force by lay-off for economic reasons or permanent lack of work.

B. Permanent part-time employees shall be laid-off before permanent full-time employees in the same category or classification. This procedure does not apply to non-permanent employees.

C. In such event employees may be laid off in the order of least seniority. Employees in a higher classification shall have the right to replace the most junior employee in the next lower classification if they are qualified and can immediately perform that work, provided they have greater total employment service in the bargaining unit.

D. Notice of such layoffs shall be given at least forty-five (45) days before the scheduled layoff.

E. Any employee laid off shall be placed on the recall list of the employee's job classification for a period equal to the employee's Library seniority but no event more than one (1) year.

F. The BOARD, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the BOARD, hire from the open market while employees on the recall list are capable to perform the duties of the vacant position are ready, willing and able to be reemployed.

G. Any notice of reemployment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

ARTICLE 24

DISCHARGE AND DISCIPLINE

A. The BOARD shall not discharge, discipline or suspend any employee without just cause.

B. Before any employee is disciplined, suspended or discharged there shall be a conference held between the Union and the BOARD whenever it is possible to do so.

C. All disciplinary action must be reduced to writing, and a copy of such letter shall be given to the employee, the Union at its office and the Shop Stewards.

ARTICLE 25

SEPARATION OF EMPLOYMENT

Upon discharge, the BOARD shall pay all money including vacation pay due to the employee.

Upon voluntary termination of employment, the BOARD shall pay all money and benefits due to the employee, including vacation pay, on the pay day of the week following such termination, provided the employee has notified the BOARD in writing fourteen (14) calendar days in advance.

ARTICLE 26

PICKET LINES

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event of an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any picket line.

ARTICLE 27

SAFETY AND PROTECTIVE CLOTHING

A. The BOARD shall establish, promote, and enforce Safety Programs to safeguard the Health, Life and Limb of its employees and to properly maintain its equipment in such manner which will insure safe operation.

B. Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be a cause for discipline.

C. Full-time Building Maintenance Workers only shall be issued three (3) sets of work clothing (shirts and trousers), which will be replaced on a fair wear and tear basis determined by the Maintenance Supervisor.

D. Employees required to operate mimeograph machines or other types of equipment that in the opinion of the BOARD could soil or cause damage to clothing, will be provided with smocks or protective clothing while operating such equipment.

E. Employees shall wear BOARD issued work or protective clothing during work hours, unless specifically excused by the BOARD.

F. Building Maintenance Workers shall be required to purchase and wear standard safety shoes acceptable to the BOARD. Upon presentation to the Maintenance Supervisor of a sales slip marked "Paid", signed and dated by the sales person from the place of purchase, the BOARD shall reimburse the employee. The amount of reimbursement shall be equal to the total cost of the shoes up to a maximum of fifty (\$50). Unless newly employed, an employee shall be required to submit her or his worn shoes to the Maintenance Supervisor for replacement and reimbursement approval. Employees shall be entitled to replacement of safety shoes no more than once per year.

ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance within the meaning of this Agreement shall be a difference of opinion, controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of the within Agreement.

B. In the event such difference, controversy or dispute should occur between the BOARD and an employee, said employee and/or the Union must file a grievance in writing with the BOARD within five (5) working days of its occurrence or it shall be considered waived. Grievances involving payment of wages must be filed in writing within twelve (12) working days or be considered waived. Properly filed, a grievance takes the following procedure:

STEP 1

Within three (3) days of the receipt of a grievance by the BOARD,

the aggrieved employee, a representative of the Union upon the request of the aggrieved employee only, and the aggrieved employee's immediate Supervisor shall meet in an attempt to resolve such grievance. If the grievance is not resolved satisfactorily, within three (3) working days of the meeting, the Union may notify the BOARD in writing of its desire to pursue said grievance through Step 2.

STEP 2

Within ten (10) days of the union's notification of the unsatisfactory resolution of a grievance in Step 1, the Library Director or Board designee, the aggrieved employee's immediate Supervisor, the aggrieved employee, and a maximum of two (2) representatives of the Union shall meet to resolve such grievance.

The Library Director shall within (10) working days of such meeting advise the Union in writing of his/her decision.

If the Library Director's decision is not mutually satisfactory, the Union may within a maximum of ten (10) working days thereafter notify the BOARD of its desire to pursue said grievance through Step 3.

STEP 3

Within twenty (20) calendar days of the Union's notification of the unsatisfactory resolution of a grievance in Step 2, member(s) of the Library Board of Trustees, the Library Director, the Board's Labor Relations Representative, the aggrieved employee and a maximum of three (3) representatives of the Union shall meet to resolve such grievance.

The members of the Board of Library Trustees shall within ten (10) calendar days of such meeting advise the Union in writing of its decision.

C. If the Board's decision to Step 3 is not mutually satisfactory, the Union, within twenty one (21) calendar days, may petition the New Jersey Public Employee's Commission (PERC) for arbitration for the grievance.

D. The decision of the PERC appointed arbitrator shall be final and binding upon the parties hereto.

E. The PERC appointed arbitrator shall be limited to the interpretation and/or the application of the within Agreement and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

F. The arbitrator's fee and expenses shall be borne equally by the parties.

G. If an aggrieved employee appeals a grievance to the N.J. State Department of Personnel, all rights to adjust said grievance through the foregoing grievance procedure shall automatically be forfeited.

ARTICLE 29

SHOP STEWARD

A. The BOARD recognizes the right of the Union to designate shop stewards and alternates.

B. The authority of shop stewards and alternates 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.

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

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

D. Shop Stewards and alternates shall be permitted to investigate, present and process grievances without loss of time or pay.

Such time spent in handling grievances shall be within reasonable limits and shall be considered working hours in computing daily and/or weekly overtime. A shop steward shall not leave his job assignment without permission from a supervisor.

E. The BOARD will be advised in writing of the names of the stewards and alternates who have been authorized to act on behalf of the Union.

ARTICLE 30

VISITING RIGHTS

Providing proper advance notice is given to the BOARD or its authorized agent, a representative or representatives of the Union shall have access during working hours to all facilities, buildings, ground and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

ARTICLE 31

BULLETIN BOARDS

The BOARD agrees to provide a suitable space on the bulletin board for use by the Union to post official notices relating to meetings and other Union affairs.

ARTICLE 32

NON-DISCRIMINATION

Neither the BOARD nor the Union will discriminate against any

employee or those seeking employment because of race, creed, age, color, sex, or national origin, nor because of membership or non-membership in any church, society, or fraternity.

ARTICLE 33

MANAGEMENT RIGHTS

Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities, and rights reserved to the employer, among which are the direction and operation of the Linden Library, the types of work to be performed, the work assignments of employees, the machinery, tools, and equipment to be used, hours of work, the right to hire, train, promote, transfer, discipline, or discharge employees for just cause and the making and enforcing of reasonable rules and regulations for discipline and safety of its employees.

ARTICLE 34

COMPENSATION CLAIMS

A. The BOARD agrees to cooperate toward and promote settlement of employee-on-the-job injury claims when such claims are due and owing as required by law. The BOARD shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment. Any such injury must be reported by the employee within twenty-four (24) hours of the time it occurs.

B. In the event that an employee is injured on the job the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay.

C. In the event an employee receives Worker's Compensation temporary disability benefits, the BOARD shall pay the difference between the amount of such benefits and the amount of the employee's regular weekly base pay entitlement for a period not to exceed three (3) months within one (1) calendar year effective January 1, 1990 and two (2) months within one (1) calendar year effective January 1, 1991.

D. An employee absent because of work incurred injury or illness may be directed to return to work by a BOARD appointed physician.

E. Sick leave shall not be affected when an employee

receives Worker's Compensation.

ARTICLE 35

SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desire, amendments by either Employer or UNION for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 36

MAINTENANCE OF STANDARDS

The BOARD agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors by the BOARD or the UNION in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from date of error:

This provision does not give the BOARD the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 37

MISCELLANEOUS

A. Deductions in lieu of Union dues from salaries of non-union employees scheduled to work an average of less than twenty (20) hours per week, shall not exceed forty per cent (40%)

of established Union dues. Such dues shall be deducted and transmitted to the UNION in accordance with Article 7, Paragraph A hereof.

B. In the event working employees are sent home with pay as a result of an emergency closing of Library facilities, the equivalent closing time period shall not be compensated in either time or money to employees not scheduled to work that day for any reason whatsoever.

C. This Agreement constitutes the entire Agreement between the parties hereof as a result of collective bargaining and can only be amended, revised or modified in writing by mutual consent of said parties hereof.

ARTICLE 38

TERMS OF AGREEMENT

This Agreement shall be effective January 1, 1990 to December 31, 1991 inclusive, and thereafter until terminated or amended by either party giving the other party sixty (60) days prior notice of its intent to terminate or amend.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

LOCAL 866, affiliated with the
International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen and Helpers of America

BY: William Buckley
BY: Susan Tanga
BY: Alto Melorsley
BY: _____

LINDEN LIBRARY BOARD
OF TRUSTEES
CITY OF LINDEN
NEW JERSEY

BY: Ray Karl Reed
BY: Marion Wright

LOCAL #866

SCHEDULE "A"

<u>JOB CLASSIFICATION</u>	<u>1/1/90</u>	<u>1/1/91</u>
Building Maintenance Wkr.	19,777-24,257	20,865-25,591
Sr. Library Assistant	18,944-23,420	19,986-24,708
Sr. Library Asst/Typing	18,944-23,420	19,986-24,708
Sr. Clerk-Steno	15,243-20,221	16,081-21,333
Jr. Library Assistant	14,752-19,232	15,563-20,290
Jr. Library Asst/Typing	14,752-19,232	15,563-20,290
Clerk-Steno	14,513-18,993	15,311-20,038
Agency Aide	12,822-17,304	13,527-18,256
Library Clerk Driver/Typ.	18,944-23,420	19,986-24,708

Part-Time Employees

Building Maintenance Wkr.	7.22-11.97	7.62-12.63
Custodial Worker	5.79- 9.37	6.11- 9.89
Jr. Library Assistant	5.79- 9.37	6.11- 9.89
Building Service/Delivery Wkr.	9.57-12.86	10.10-13.57
Library Exhibit Artist	10.40-12.86	10.97-13.57

SCHEDULE "A"

INCREMENTS AND WAGES

Section 1. INCREMENTS

A. Employees at the starting rate of pay of a particular classification will be eligible to receive a \$400 increment on the anniversary date of employment in said particular classification.

B. If the employee's anniversary date to an assigned classification occurs between January 1 and June 30, the employee will be eligible to receive a \$400 increment on January 1 of the following year, and on January 1 of each year thereafter, not to exceed the maximum rate of pay of the classification, notwithstanding the final increment to be less than \$400.

C. If the employee's anniversary date to an assigned classification occurs between July 1 and December 31, the employee will be eligible to receive a \$400 increment on July of the following year and on July 1 of each year thereafter until the maximum rate of pay is achieved as described in Paragraph B above.

D. Employees hired prior to January 1, 1982 will be eligible to a \$400 annual increment in accordance with Paragraph B hereinabove, notwithstanding an anniversary date of employment in an assigned classification to occur between July 1 and December 31.

E. All part-time employees will be eligible to receive an annual increment equal to one sixth (1/6th) of the difference in minimum and maximum rates of pay in their assigned classifications, on dates applicable to the anniversary date in an assigned classification as described in Paragraphs B and C hereinabove.

F. All salary increments will be paid in addition to any wage adjustments made to a classification during that particular calendar year.

Section 2. - WAGES

A. January 1, 1990, all employees will receive five and one half per cent (5½%) increase in salary, calculated on their individual annual salaries, or hourly rate for part-time employees, in effect on December 31, 1989.

B. On January 1, 1991, all employees will receive five and one half per cent (5½%) increase in salary, calculated on their individual annual salaries, or hourly rate for part-time employees, in effect on December 31, 1990.