

AGREEMENT

between

PHILLIPSBURG FREE PUBLIC LIBRARY

and

LOCAL 2928

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

AFL-CIO COUNCIL #73

JANUARY 1, 2007 - DECEMBER 31, 2009

## TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE.....	4
1.	RECOGNITION.....	5
2.	DUES CHECKOFF.....	6
3.	MANAGEMENT RIGHTS.....	7
4.	PROBATION.....	8
5.	NO STRIKE PLEDGE.....	8
6.	NON-DISCRIMINATION.....	9
7.	WORK SCHEDULE.....	9
8.	LUNCH PERIODS AND REST PERIODS.....	10
9.	SAFETY.....	11
10.	OVERTIME.....	11
11.	GRIEVANCE PROCEDURE.....	12
12.	SENIORITY.....	15
13.	JOB POSTING.....	15
14.	BEREAVEMENT LEAVE.....	16
15.	JURY DUTY.....	17
16.	MATERNITY LEAVE.....	18
17.	FAMILY LEAVE.....	19
18.	MILITARY LEAVE.....	20
19.	SICK LEAVE.....	21
20.	ACCUMULATED SICK LEAVE PAYMENT.....	23
21.	CONVENTION LEAVE.....	24
22.	LEAVE OF ABSENCE WITHOUT PAY.....	24
23.	OCCUPATIONAL INJURY.....	25
24.	LABOR MANAGEMENT MEETINGS.....	26
25.	UNION REPRESENTATIVES.....	26
26.	CALL BACK PAY.....	27
27.	ACCESS TO PERSONNEL FOLDERS & EVALUATION.....	27
28.	RULES AND REGULATIONS.....	28
29.	BULLETIN BOARDS.....	28
30.	DISCHARGE AND DISCIPLINE.....	28
31.	HOLIDAYS.....	29

32.	VACATIONS.....	32
33.	INSURANCE.....	34
34.	LONGEVITY.....	36
35.	SALARIES.....	36
36.	WORKING OUT OF CLASSIFICATION.....	38
37.	EDUCATION BENEFITS.....	38
38.	PENSION.....	39
39.	SAVINGS CLAUSE.....	39
40.	MISCELLANEOUS.....	39
41.	FULLY-BARGAINED PROVISION.....	40
42.	TERM AND RENEWAL.....	40

## PREAMBLE

This agreement is entered into by and between the Phillipsburg Free Public Library, Town of Phillipsburg, Warren County, New Jersey, hereinafter called the "Library" and Local 2928 of the American Federation of State, County and Municipal Employees, AFL-CIO, Council #73, hereinafter called the "Union".

The Library endorses the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the Library, acting through the Library Director, to retain the right effectively to operate in a reasonable and efficient manner consistent with the paramount interest of the Library.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Library by the Statutes of the State of New Jersey. It is the intention of this Agreement to provide, where not otherwise mandated by statutes or ordinances, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interference with efficient operations of the Library, and to provide an orderly and prompt method for handling and processing grievances.

## **ARTICLE 1 - RECOGNITION**

A. The Library recognizes the Union as the sole exclusive collective bargaining agent under N.J.S.A. 34:13A-5.3 with regard to rates of pay, hours of work and other conditions of employment for an appropriate bargaining unit consisting of the permanent part-time (20 hours or more) and full-time employees in the following job classifications:

Library Assistant

Library Assistant - Typing

Library Associate

Senior Library Assistant

Senior Library Assistant - Typing

Supervising Library Assistant

Supervising Library Technician

Librarian - Children

Librarian - Reference

Senior Librarian - Children

Senior Librarian - Reference

Computer Operator

Senior Computer Technician

B. Whenever new classifications or changes in classifications are contemplated for positions in the Library, the Library will notify the Union and upon request shall negotiate with the Union concerning terms and conditions of employment, including salaries for any such new or changed classifications.

C. In the event the Employer and the Union are unable to agree as to additions or deletions of classifications to the unit, the issue shall be submitted to the Public Employment Relations Commission for determination as provided by law.

D. The title "Union/Employer" shall be defined to include the plural and singular, and to include males as well as females, as well as all employees identified in the recognition clause, whether members of the Union or not.

### **ARTICLE 2 - DUES CHECKOFF**

A. The Library authorizes the Town Treasurer to deduct dues for the Union from the salaries of its employees subject to this Agreement who authorize same in advance in writing. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

B. The Union shall provide all necessary checkoff authorization forms and secure the signatures of its members on said forms before delivering the signed forms to the Library Director, as provided by N.J.S.A. 52:14-15(e) as amended.

C. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Library written notice at least thirty (30) days prior to the effective date of such change.

D. The Union shall indemnify, defend and save the Library and/or Town harmless against any and all claims, judgments, demands, suits, orders or other forms of liability that may arise out of or by reason of action taken or not taken by the Library and/or Town as a result of such salary deductions for Union dues. E.

Any employee in the bargaining unit on effective date of this Agreement who does not join the Union within thirty (30) 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 Union 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 Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-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 Library. In the event Federal or State law rules this or similar clauses to be invalid, the Board of Trustees is held harmless from complying with this Article.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

A. The Union recognizes the prerogative of the Library Board to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities.

B. The prerogatives and authority which the Library Board has not officially abridged, delegated, or modified in the Agreement are retained by the Library.

#### **ARTICLE 4 - PROBATION**

- A. All newly hired employees in the classified service shall be subject to a working test (probationary) period of sixty (60) working days.
- B. The purpose of said trial period is to enable the Library to evaluate the employee's work performance, suitability for the position, and conduct in order to determine whether the employee merits permanent employment status.
- C. The employee shall begin earning sick leave and vacation benefits as of the date of employment and shall be eligible to receive such benefits in the form of time off from the job after sixty (60) working days.
- D. If, at any time during or at the end of the working test period, the conduct and/or performance of the employee is found by the Library to be unsatisfactory, the Library may terminate the employee. The decision of the Library regarding the termination of such employee shall be final and not be subject to the grievance procedure. However, if an employee is terminated prior to the completion of his/her working test period, he/she shall be entitled to a disciplinary hearing and will be served with charges and specifications giving the reason for the proposed termination.
- E. A permanent full-time employee shall be entitled to enrollment in the Town covered health insurance plan after completion of his/her probationary period of sixty (60) working days.

#### **ARTICLE 5 - NO STRIKE PLEDGE**

During the term of this Agreement, the Union agrees there will be no work slowdown, work stoppage, walkout strike or job action of any kind and the Library agrees it will not cause any lockout.



## **ARTICLE 6 - NON-DISCRIMINATION**

- A. There shall be no discrimination by the Library or the Union against any employee on account of race, color, religion, age, sex, marital status, national origin or political affiliation.
- B. There shall be no discrimination, interference or restraint or coercion by the Library or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employee on behalf of the Union.
- C. There shall be no discrimination, interference or restraint or coercion by the Union or its representatives because of an employee's non-membership in the Union.

## **ARTICLE 7 - WORK SCHEDULE**

- A. The sole authority in scheduling work rests with the Employer. The normal work week shall be thirty-seven (37) hours. The normal work day for an employee shall be not more than eight (8) consecutive hours except where mutually agreed upon by employee and Employer.
- B. The nature of Public Library operation requires that the Phillipsburg Free Public Library be open to serve the public evenings and Saturdays. The hours from 9:00 a.m. to 9:00 p.m. Mondays through Thursdays and 9:00 a.m. to 5:00 p.m. Fridays and Saturdays, are considered normal working hours by the profession and are to be so regarded by the Library and the Union.

C. In all cases where practicable and when service to the public would not be adversely affected, the Employer will give twenty-four (24) hour advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

D. Any time the Library is closed due to normal circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of equipment or facilities, full-time permanent employees will be paid for the entire scheduled work shift. If a decision is made to close the Library due to any unusual circumstances, employees who are not already at work will be notified by telephone as soon as possible.

E. In emergency situations, each employee has an obligation to work overtime as directed and to respond to callbacks if requested. An employee may refuse an overtime assignment provided he/she has a reasonable excuse for refusing. The Library Director has the authority to determine if the reason is appropriate.

F. Full-time permanent employees working the evening shift shall receive a shift differential equal to one-half hours pay to be taken in the form of 1/2 hour's delayed starting time, beginning work at 1:00 p.m.

#### **ARTICLE 8 - LUNCH PERIODS AND REST PERIODS**

A. Library employees shall be entitled to a meal period of not more than one (1) hour for each full day of work at time designated by the Library Director.

B. A lunch period may not be used to cover an employee's late arrival or early departure without approval of the Library Director, said approval or refusal will not be grievable nor arbitrable.

C. Day shift employees will be entitled to two (2) rest periods; 15 minutes each for each half of the working day. Second shift employees will be entitled to one 15 minute rest period in the first half of their workday, with a second rest period in the second half of the workday when practicable and when service to the public would not be adversely affected.

#### **ARTICLE 9 - SAFETY**

A. The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. Union and Management agree to set up a Safety Committee to meet on a regular basis to discuss items of mutual concern and interest.

#### **ARTICLE 10 - OVERTIME**

A. The normal work week for full-time permanent employees covered by this Agreement shall be thirty-seven (37) hours as established in accordance with ARTICLE 7. - WORK SCHEDULES. Work in excess of the normal work week shall be considered overtime and full-time employees shall be paid or compensated at the rate of one and one-half (1-1/2) times the regular base hourly rate of the employee, exclusive of the longevity or special allowance.

B. For overtime computation purposes only, time within the full-time employee's standard weekly work schedule for which the employee received pay from the Library for approved absence shall be credited to time worked when computing the work week.

C. Any full-time employee required to work on a holiday designated in ARTICLE 29. - HOLIDAYS, shall be compensated at the rate of two and one-half (2-1/2) times the regular base hourly rate of pay for all hours worked on such holiday.

D. Overtime opportunities shall be distributed as equally as possible among employees in the same job classification.

E. The approval of the Library Director must be obtained prior to working overtime.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

A. DEFINITION - A grievance is a dispute which may arise between the parties including the application, meaning or interpretation of the Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement.

The object of the grievance process will be to settle disagreements at the lowest possible level.

B. PROCEDURE - Such grievance will be handled according to the following procedure:

STEP 1 - Within thirty (30) working days of the date of occurrence of the grievance or within thirty (30) working days of the date the employee should reasonably have knowledge of the grievance, the employee, either directly or with the assistance of the Union Steward, will present the grievance to the Library Director. Failure to act within this time period shall constitute an abandonment of the grievance. Within seven (7) calendar days after the presentation of the

grievance, the Library Director will render a written decision to the employee and the Steward.

STEP 2 - If not resolved within ten (10) working days of the receipt of the written decision from the Library Director, the employee may file a written appeal to the Library Board. The Library Board (or a committee thereof) shall schedule a meeting with the employee to hear the grievance within ten (10) working days of receipt of the grievance. At this meeting the employee may be represented by the Union Steward and by an AFSCME Council Representative. The Library Board shall give a written answer to the grievance within thirty (30) working days after the grievance has been heard or within a mutually agreed upon period of time.

STEP 3 - ARBITRATION - If the grievance is still unresolved, the Union may, within fifteen (15) days after the reply of the Library Board is due, by written notice to the Library Board request arbitration.

C. GROUP GRIEVANCE - A grievance that may affect a group of employees may be presented by the Union at STEP 2. Any grievance not processed to the next STEP in the GRIEVANCE PROCEDURE within the time limits provided for such proceeding shall be deemed to have been waived and abandoned by the moving party.

D. CHOICE OF REMEDY - If, as a result of written Library response in STEP 2, the grievance remains unresolved, the grievance may be appealed either to Arbitration or a procedure such as State Civil Service, court litigation, or similar appeal. If appealed to any procedure other than arbitration as provided in the Article, the grievance is not subject to this arbitration procedure. The aggrieved

employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through another remedy.

E. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Library and the Union shall have the right to strike two (2) names from the panel. A flip of a coin shall determine who shall strike the first name; the other party shall then strike one (1) name; the process will be repeated and the remaining person shall be the arbitrator.

F. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

G. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Library and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party and the arbitrator, if necessary.

H. Only those disputes/grievances resulting from an interpretation of the written rules and regulations of the Library or an interpretation of the meaning of this contract or its application may be grieved. The arbitrator shall not have the power to add to, delete from, or modify this Agreement in any manner.

## **ARTICLE 12 - SENIORITY**

- A. Seniority shall mean accumulated length of service (full-time) within the Library computed from the employee's last date of employment and shall be uniformly applied to all employees. Authorized leaves of absence shall be considered part of continuous service. Permanent part-time employees, who become full-time employees, shall have their seniority established by crediting them with one full week of employment for each thirty-seven (37) hours worked as a part-time employee. (EXAMPLE: an employee who has a total of 740 hours of part-time employment shall be credited with 20 weeks of full-time employment for seniority purposes.)
- B. The Library shall provide the Union with a seniority list within thirty (30) days of the signing of the contract, and shall provide a revised list once each year by January 30.
- C. Layoffs will be determined by Civil Service rules and regulations.

## **ARTICLE 13 - JOB POSTING**

- A. Existing or planned job vacancies will be posted on Library employee's bulletin board located in the staff lounge within five (5) days after the decision by management to fill the vacancy. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application. Said application must be made by the employee within ten (10) working days of posting. A copy of the posting will be given to the Union President.

B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their applications.

C. It is understood that selection of personnel is the sole discretion of the Library Board, however the policy of the Board of Trustees is to appoint the best qualified applicant. All things being equal, the internal applicant(s) will be given preferential consideration.

#### **ARTICLE 14 - BEREAVEMENT LEAVE**

A. All full-time permanent employees covered by this Agreement shall be entitled to five (5) consecutively scheduled working days leave with pay for the death of a spouse, child, mother, father, brother, or sister.

B. All full-time permanent employees covered by this Agreement shall be entitled to three (3) consecutively scheduled working days leave with pay because of a death in the employee's immediate family not included in paragraph A. For the purpose of this paragraph, the term "immediate family" is defined to mean grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law or any relative living in the employee's household not included in paragraph A.

C. All full-time permanent employees covered by this Agreement shall be entitled to two (2) scheduled working days leave with pay to attend the funeral of anyone in the non-immediate family. For the purpose of this paragraph, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

D. Step family members shall be included in each category above.

E. Such leave shall not be accumulative in the event that it is not used.



F. All part-time permanent employees will have their days prorated if bereavement leave falls on days they are normally scheduled to work. Bereavement leave shall be limited to three (3) normally scheduled days, within a seven (7) day period, for death in the immediate family as defined in A and D above.

#### **ARTICLE 15 - JURY DUTY**

A. Any employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence to serve on said jury.

B. During the period of serving on said jury, the employee shall receive full pay from the Library.

C. If an employee is required to serve on jury duty and such service requires his/her presence beyond 12:00 p.m. he/she shall receive a full day's pay for each day of jury duty.

If such employee is dismissed from jury duty on any given day before 12:00 p.m. he/she shall immediately report to work and shall receive a full day's pay, provided the employee turns over to the Town Treasurer all monies received for such service.

Employees are obligated to verify their attendance and dismissal time for each day in attendance in order to be paid.

D. Permanent part-timer employees will be paid for jury duty if it falls within their regularly scheduled daytime shift, but they must work their regularly scheduled evenings and weekends.

## ARTICLE 16 - MATERNITY LEAVE

A. A maternity leave is to be regarded as leave without pay and the bargaining unit member shall be entitled to all considerations and benefits associated with such leave. During this leave of absence, the Library will continue to pay all medical benefits for permanent employees who are regularly scheduled to work thirty (30) or more hours per week.

B. As soon as verified by medical authority, the staff member shall notify the Library Director in writing of the condition of pregnancy. The notification shall include the employee's plans of continuing employment or taking leave of absence not to exceed one hundred twenty (120) calendar days.

Request for maternity leave includes:

- 1) the anticipated date on which the leave will begin;
- 2) the length of the leave requested; and
- 3) the anticipated date of return to work.

C. Notification of pregnancy from her physician shall be included giving the state of condition of the pregnancy, the anticipated delivery date and her ability to continue her normal duties. She shall give to the Library Director a certificate from her physician monthly certifying her ability to continue work.

D. After completion of the one hundred twenty (120) day leave, an employee may request an additional sixty (60) calendar day leave of absence without pay or medical benefits.

E. All requests for maternity leave must be approved by the Library.

F. The bargaining unit member's position or another available position of equal compensation shall be made available to her within thirty (30) days after written notification to the Library Director of her intent to return to employment.

#### **ARTICLE 17 - FAMILY LEAVE**

The Library agrees to provide leave for its employees pursuant to the Family Leave Act, c.1989 and under the promulgated rules defined to the New Jersey Administrative Code, Title 4A:6-1.21.

A. A family leave is to be regarded as leave without pay and permanent full-time and permanent part-time employees shall be entitled to all considerations and benefits associated with such leave.

An employee means a person who is employed for at least twelve (12) months and for not less than one thousand (1,000) base hours during the immediately preceding twelve (12) month period.

B. Employees with newly born or adopted children or seriously ill family members shall be entitled to a family leave of twelve (12) weeks in any twenty-four (24) month period.

C. "Family Leave" is defined as leave from employment so that the employee may provide care made necessary by reason of:

1. the birth of a child of the employee;
2. the placement of a child with the employee in connection with adoption of such child by the employee; or
3. the serious health condition of family member of the employee.
  - a. "family member" means child, parent or spouse;

- b. "serious health condition" means an illness, injury or impairment, or physical or mental condition which requires:
  - 1. inpatient care in a hospital, hospice, or residential medical facility; or
  - 2. continuing medical treatment or continuing supervision by a health care provider.

D. An employee shall be entitled to take family leave on a reduced leave schedule in the case of a family member with a serious health condition.

"Reduced leave" means a non-consecutive leave of up to the equivalent of twelve (12) workweeks which is taken in increments of not less than one (1) workday, but not more than one (1) workweek at a time. Pay and benefits will be adjusted according to the number of hours worked.

E. During a family leave, the Library shall pay for health insurance benefits under the same conditions coverage would have been provided if the employee had continued in employment continuously.

#### **ARTICLE 18 - MILITARY LEAVE**

A. All full-time employees covered by this Agreement who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training shall be granted a leave of absence in accordance with applicable State law.

B. If the military pay received by the employee is less than the regular Library pay received by the employee for the period of military leave, the Library hereby agrees to pay the difference between the regular Library salary and the military pay.

- C. In order for an employee to be eligible for military leave he/she must:
1. Submit a request for such leave on the regular leave forms provided by the Library no later than two (2) weeks prior to the effective date of such leave.
  2. Attached to the request for leave shall be a statement provided by the military indicating what the employee's pay for the period of military service will be.
- D. Taking of military leave shall not reduce any other type of leave earned by employees. The provisions of this Article shall not apply to any employee who is drafted into or volunteers for service in the Armed Services of the United States.

#### **ARTICLE 19 - SICK LEAVE**

- A. Sick leave is defined as meaning absence from duty of the employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, or a short period of emergency attendance upon an incapacitated or critically ill member of the employees immediate family who requires the presence of the employee or a death in the immediate family. Members of the immediate family are interpreted as meaning parents, spouse, children, sister, brother or grandparents.
- B. Part-time permanent employees shall be eligible for sick leave on a pro-rated basis. A part-time permanent employee is one who works less than thirty (30) hours per week on an annual basis.

C. Full-time employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per calendar year earned at the rate of one and one-quarter (1-1/4) days per month. In the first year of employment, employees shall be entitled to earn one (1) day of sick leave for each month of employment. In each full calendar year thereafter, he/she will be entitled to fifteen (15) days sick leave. The leave is credited in advance on January 1 of each calendar year in anticipation of continued employment for the full year and may be used as needed. Sick leave not utilized shall be accumulated.

D. Full-time employees shall be entitled to the option of taking sick time in ¼ day (2 hour) increments. Part-time employees shall be entitled to the option of taking sick time in one-half (1/2) hour increments.

E. Full-time and part-time permanent employees, at their option, may be paid for fifty percent (50%) of their unused annual sick leave no later than February 15th of the succeeding year. The remaining fifty percent (50%) of their unused sick days shall accumulate from year to year without limitation.

F. In order for an employee to receive sick leave benefits, it is his/her responsibility to notify the library administrator's office as soon as possible before the designated time to commence regular work of the condition which requires the employee to be absent. The burden of establishing that proper notification could not be made lies with the employee. Failure to notify is cause for denial of payment for leave. In cases of extended leave, the employee must keep the immediate supervisor apprised of his/her condition.

G. If an employee utilizes sick leave for a period greater than five (5) consecutive days or totaling more than ten (10) days in one calendar year, he/she may be required to produce a certificate from a physician designated by the Library or the employee's own physician to establish proof of the need for such leave. The Library Board reserves the right to require a doctor's excuse in any instance it is felt that the requirement is reasonable.

**ARTICLE 20 - ACCUMULATED SICK LEAVE PAYMENT**

A. All employees covered by this Agreement shall be entitled, upon retirement, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement.

B. 2007 - The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the employee's daily base rate of pay for each day of earned and unused accumulated sick leave based upon the average annual base rate compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however that no such lump sum payment shall exceed \$12,000.00.

C. 2008 - At the time of retirement, all employees covered by this agreement shall receive payment for fifty-five (55%) percent of unused sick leave.

D. 2009 - At the time of retirement, all employees covered by this agreement shall receive payment for fifty-five (55%) percent of unused sick leave plus \$200.00

**ARTICLE 21 - CONVENTION LEAVE**

- A. One employee of the Library who is a duly authorized delegate of the Local Union shall be granted a leave of absence to attend the International Convention, Council 73 Conventions, Union Conferences and Educational Classes.
- B. Said leave of absence shall not exceed three (3) days for said employee in any calendar year.
- C. The employee receiving leave of absence to attend Union conferences as described above shall be entitled to be paid his/her wages during said leave except that he/she shall not be paid for more than three (3) days per year.
- D. The Library reserves the right to refuse said leave when it interferes with the interests and efficient operation of the Library. This right will be exercised with discretion. It is to be understood that refusal is not to be grievable or arbitrable.
- E. The Library Director is to receive a leave request on the appropriate form thirty (30) days prior to the convention when possible.

**ARTICLE 22 - LEAVE OF ABSENCE WITHOUT PAY**

- A. A permanent employee may, upon request, be granted a leave of absence without pay for a period of up to six (6) months for personal illness as defined in ARTICLE 19 or other personal reasons at the discretion of the Library Board.



B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification and salary which they were earning at the time leave was granted, or to any other available position with the same classification and salary at the discretion of the Employer.

C. Said employees will suffer no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue excepting for those on military leave.

### **ARTICLE 23 - OCCUPATIONAL INJURY**

A. An employee who is disabled by an injury incurred in the direct performance of his/her duty or by reasons as a direct result of or arising out of his/her employment and who qualifies for worker's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

B. Any employee who suffers a work-connected injury or disability, the Town shall continue the employee at full pay for a period of six (6) months. During this period of time, all workmen's compensation benefits shall be paid directly over to the Town.

C. Nothing herein contained shall be considered to be in derogation of or restriction of any status now in effect limiting the period during which Library employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40:11-9), but these provisions are to be construed and administered in conjunction therewith.

## **ARTICLE 24 - LABOR MANAGEMENT MEETINGS**

Upon request of either party, the Library will schedule a labor-management meeting. These meetings are to discuss contract administration problems and to improve communications. Labor-management meetings may be attended by up to three (3) persons from the Library and three (3) from the Union. There shall be no loss of time for any employees attending such meetings.

## **ARTICLE 25 - UNION REPRESENTATIVES**

- A. The Library recognizes and shall deal with the accredited Union steward/alternate or Union President and his/her designee in all matters relating to grievances and interpretation of this Agreement.
- B. A written list of the Union officials and Steward/alternate shall be furnished to the Library immediately after their designation and the Union shall notify the Library promptly of any changes of such Union Stewards or officials.
- C. The Library agrees to recognize a maximum of one (1) Steward selected by the Union. An alternate will be selected by the Union to act in the absence of the steward. The Union President or Steward shall be granted a reasonable amount of time during regular working hours, without loss of pay, to investigate, present, discuss and adjust grievances with the Library.
- D. Neither a Steward/alternate nor a Union officer shall leave their work without first obtaining the permission of their supervisor which permission shall not be unreasonably withheld.

**ARTICLE 26 - CALL BACK PAY**

- A. Any full-time employee who is called back to work after completing the regular shift and has left his/her place of work shall be guaranteed a minimum of two (2) hours pay at time and one-half (1-1/2) rates, provided, however, that such hours do not overlap into the employee's regular working hours.
- B. All full-time employees shall be required to work all hours, in addition to the two (2) hour minimum guarantee, which are required by the employee's supervisor.
- C. When a full-time employee is required to work in excess of four (4) hours past the normal work day, the full-time employee shall be entitled to one-half (1/2) hour dinner period at no loss of pay.

**ARTICLE 27 - ACCESS TO PERSONNEL FOLDERS AND EVALUATION**

- A. An employee shall , as soon as possible after placing a request with the Library Director, have an opportunity to review his/her personal folder during normal office hours to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the Library during the term of this Agreement. He/she shall be allowed to place in such file a response to anything contained therein. Said review must take place in the presence of the Library Director.
- B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

C. The employee has the right to attach a statement to any evaluation certifying his/her position.

#### **ARTICLE 28 - RULES AND REGULATIONS**

A. The Library has heretofore established reasonable and necessary work rules and regulations for the conduct of employees in accordance with N.J.S.A. 40:54-12. Such rules shall be applied and enforced in a uniform manner. Copies of rules and regulations shall be posted for the information of all employees covered by this Agreement and sent to the Union upon request.

B. The Employer agrees that application of existing rules and regulations are subject to the grievance procedure and that proposed new rules and regulations of existing rules governing working conditions shall be negotiated with the Union.

#### **ARTICLE 29 - BULLETIN BOARDS**

A. The Library agrees to make space available on the existing bulletin board located in the staff lounge for posting Union notices and announcements.

B. The Union agrees that it will not post anything of a political nature, anything of a derogatory nature to the Employer, anything detrimental to the public service, or anything which would incite or provoke job action.

#### **ARTICLE 30 - DISCHARGE AND DISCIPLINE**

No employee may be disciplined, suspended, or discharged except for just cause.

An official reprimand, written warning, or suspension of five (5) days or less may be appealed through the grievance procedure.

Where the Library proposes to impose a suspension in excess of five (5) days or to terminate an employee, the employee must first be served with a written notice of the charges/specifications against the Library.

At any disciplinary hearing held pursuant to this Article, the employee is entitled to be represented by a Union Steward or officer, and an AFSCME Council Representative.

No one may serve as a hearing officer if that person has initiated the disciplinary action. The Library Board will serve as the hearing officer.

**ARTICLE 31 - HOLIDAYS**

A. The following days are designated as paid holidays for permanent full-time employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Easter	Monday after Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24*
Christmas Day	December 25

\* In exchange for Election Day holiday.

B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday or on a Sunday, the following Monday shall be observed as the holiday.

C. It is understood and agreed that any day designated by the Council, Governor or President as a special holiday for all municipal employees, in addition to those provided in the first paragraph above, shall be given to full-time permanent employees covered by this Agreement, provided such day is granted to Town employees.

D. Easter holiday weekend for full-time permanent employees shall consist of the following: Good Friday, Saturday, Easter Sunday and Easter Monday.

E. The Labor Day and Memorial Day holiday weekend for full-time permanent employees shall consist of three consecutive days: Saturday, Sunday and Monday.

F. Thanksgiving Holiday weekend for full-time permanent employees shall consist of the following: Thanksgiving Day, Friday and Saturday. The Library shall close at 5:00 pm on the Wednesday prior to Thanksgiving Day.

G. Christmas Eve, Christmas and New Year's holiday for full-time permanent employees:

1. If Christmas Eve shall fall on a Friday, the Library shall be closed the Thursday immediately prior and the employees shall suffer no loss of pay.

2. If Christmas Eve shall fall on a Saturday, the Library shall be closed the Friday immediately prior and the employees shall suffer no loss of pay.

3. If Christmas Eve shall fall on a Sunday, the Library shall be closed the Friday and the Saturday immediately prior and the employees shall suffer no loss of pay.

4. If Christmas Eve falls on Monday through Thursday, the Library shall close for the day.

5. If Christmas or New Year's Day shall fall on a Saturday, the Library shall be closed the Friday immediately prior, and the Saturday and Sunday and employees shall suffer no loss of pay.

6. If Christmas or New Year's Day shall fall on a Sunday, the Library shall be closed the Saturday immediately prior, the Sunday, and the following Monday and the employees shall suffer no loss of pay.

7. If Christmas falls on Monday through Friday, the Library shall close for that day.

8. If New Year's Eve falls on Monday through Thursday, the library shall close at 5:00 p.m.

H. 1. Part-time permanent employees under this Agreement shall be paid on a prorated basis for the following six holidays:

New Year's Day

President's Day

Easter

Labor Day

Thanksgiving Day

Christmas Day

2. The prorated base for holiday pay shall be calculated at the same rate the employee earns for vacation.

**ARTICLE 32 - VACATIONS**

YEARS OF CONTINUOUS SERVICE WITH THE LIBRARY	VACATIONS
From date of hire until the following December 31	One (1) working day for each month of service completed
After one (1) to five (5) years	*Sixteen (16) working days
From six (6) to ten (10) years	*Nineteen (19) working days
From eleven (11) to fifteen (15) years	*Twenty-two (22) working days
From sixteen (16) to twenty (20) years	*Twenty-five (25) working days
From twenty-one (21) to twenty-five (25) yrs.	*Twenty-eight (28) working days
After twenty-five (25) years	*Thirty (30) working days

\*Additional day added when Lincoln's Birthday was traded.

A. Vacation leave cannot be taken without the prior approval of the Library Director on forms approved by the Director. Approval shall not be withheld unreasonably. Vacation requests shall be submitted according to the following schedule:

MONTHS VACATION WILL BE TAKEN:	REQUEST TO BE SUBMITTED BY:
January, February, March, April	November 1
May, June, July, August	March 1
September, October, November, December	July 1

Vacations that are requested by these specified dates shall be granted when scheduling permits. Conflicts will be resolved using seniority as the basis.

Vacations that are requested after the specified dates shall be granted when scheduling permits.

B. Employees shall receive vacation as their seniority warrants within the year that the seniority is achieved on a pro-rated basis.



- C. Vacations are credited in advance on the first of the year, in expectation of continued employment, starting in the second calendar year of employment.
- D. Full-time permanent employees shall be entitled to the option of taking vacation time in one-quarter (1/4) day (2 hour) increments.
- E. Part-time permanent employees shall be entitled to the option of taking vacation time in one-half (1/2) hour increments.
- F. Vacation leave may not be waived for the purpose of receiving double pay.
- G. Part-time permanent employees shall be entitled to vacation as set forth in this Article, except that it shall be pro-rated in accordance with the number of hours the employee works during his/her normal workweek.
- H. When in any calendar year the annual vacation leave, or any part thereof, is not granted or taken, such annual vacation leave, or a part thereof, shall accumulate to the credit of the individual employee.
- I. Any employee who leaves the service of the Library by reason of retirement or who has otherwise been separated shall be compensated for the amount of vacation leave accrued and unused at the date of his/her separation at his/her rate of pay at the time of termination.
- J. All full-time employees shall receive one additional vacation day per year which shall be used on the day after Thanksgiving.

K. All permanent full-time employees shall receive three (3)\* personal leave days per year. Such leave shall be requested and used on the same basis as vacation leave but may not be taken in less than a full day increment. Such leave shall not be accumulative in the event it is not used. \*Additional day was added when Veterans Day closing was traded.

L. All part-time employees, working 20 hours or more, shall receive one (1) personal day, except that it shall be prorated in accordance with the number of hours the employee works during his/her normal work week. Such leave shall be requested and used on the same basis as vacation leave and may be used in case of a personal emergency. Such leave shall not be accumulated in the event it is not used.

### **ARTICLE 33 - INSURANCE**

A. The Library shall pay the premium cost of the employee's coverage as per the Town of Phillipsburg group hospital-medical insurance plan. This provision applies to employees regularly scheduled to work 30 hours or more per week.

B. Prescription drug insurance with \$10.00 brand name and \$3.00 generic co-pay provisions shall be provided to full-time employees under the Town's group insurance plan.

C. A dental plan identical to that agreed to and paid for by the Town of Phillipsburg for its employees will be provided for Library employees regularly employed for thirty (30) hours or more.

D. Library employees will continue to be enrolled in the New Jersey Disability Insurance Program under the same coverage provided for Town employees.

- E. Under the Consolidated Omnibus Benefits Reconciliation Act (COBRA), employees may elect to retain full insurance coverage upon termination of employment at their own expense for a period of eighteen (18) months.
- F. The sum of \$1,000.00 will be paid yearly to any employee of the bargaining unit who has dual coverage with a spouse and opts to convert to single coverage with the Town.
- G. Employees covered by this Agreement will be eligible for \$200.00 per calendar year for eye care. All employees (family) upon completion of their eye examination or eyeglass purchase shall submit to the Business Administrator an invoice for the cost of purchase or exam. The Town will then reimburse the employee for up to \$200.00 per calendar year.
- H. If while performing the duties of their job, an employee, breaks or damages, including but not limited to scratches, nicks, or cracks, a pair of eyeglasses, the Town will reimburse the employee for the full cost of replacing said glasses. He/she will be reimbursed upon completion and review of a Town accident form and submission of a valid invoice for same.
- I. If the PBA **AND** PBA Superiors agree to a medical co-pay effective January 1, 2008, AFSCME agrees to re-open their contract and negotiate their own co-pay.

#### **ARTICLE 34 – LONGEVITY**

A. 2007 - All permanent full-time and permanent part-time employees in the bargaining unit shall receive an automatic service increment of \$475 for their respective classification upon reaching five (5) years of employment with the Library and additional service increments of the same amount for their classification for each additional five (5) year period of employment thereafter.

B. Effective 2008 the longevity schedule shall be:

5 years	1,000.00
10 years	1,500.00
15 years	2,000.00
20 years	2,500.00
25 years	3,000.00

C. Effective 2009 the longevity schedule shall be:

5 years	1,750.00
10 years	2,250.00
15 years	2,750.00
20 years	3,250.00
25 years	3,750.00

#### **ARTICLE 35 - SALARIES**

A. Effective January 1, 2007, all employees covered by this Agreement shall receive a two and one-half percent (2.5%) increase payable at the beginning of the first payroll and one and one-half percent (1.5%) increase payable with the beginning of payroll #14 to their present salary in addition to increment where due.

B. Effective January 1, 2008, all employees covered by this Agreement shall receive a two and one-half percent (2.5%) increase payable at the beginning of the first payroll and one and one-half percent (1.5%) increase payable with the beginning of payroll #14 to their present salary in addition to increment where due.

C. Effective January 1, 2009, all employees covered by this Agreement shall receive a two and one-half percent (2.5%) increase payable at the beginning of the first payroll and one and one-half percent (1.5%) increase payable with the beginning of payroll #14 to their present salary in addition to increment where due.

D. Bi-weekly salaries for employees covered by this Agreement shall be set forth in the Contract Addenda. The compensation plan for positions consists of a basic table of numbered pay ranges for classified positions. Each numbered pay range in the basic table consists of a minimum and maximum bi-weekly rate with intermediate pay steps.

E. Full-time permanent employees not on the top Step (E) shall be eligible for a merit system increase on their anniversary date of appointment during the contract period if they receive a satisfactory evaluation.

F. Part-time permanent employees not yet at the E Step shall be eligible for a merit system increase on completion of each 2,000 hours worked.

G. If a merit salary increase is withheld due to unsatisfactory evaluation, the matter is subject to the grievance procedure.

**ARTICLE 36 - WORKING OUT OF CLASSIFICATION**

- A. Employees who are officially assigned by the Employer to perform the work duties and accept the responsibilities of a higher classification for which there is a temporary job opening (job vacancies that may develop in any job classification because of extended illness or other leave) shall receive the rate of pay for that class for the entire period of such assignment.
- B. Employees who are officially assigned by the Employer to perform the work duties and accept the responsibilities of a higher classification for which there is a current vacancy (a vacant position is one for which specific funds are appropriated in the Library budget but for which no appointment has been made by the Employer) shall receive the rate of pay for that class for the entire period of assignment.
- C. Part-time or full-time employees shall not be displaced by library volunteers.

**ARTICLE 37 - EDUCATION BENEFITS**

- A. Any full-time permanent employee who is matriculated in a job-related program to further his/her formal education so as to enhance his/her job performance and capabilities for positions identified in the Recognition Clause of the Agreement may be eligible for reimbursement for the cost of tuition and books as outlined below.
- B. Advance approval must be granted by the Library Board prior to enrollment in the course, and tuition payment shall be limited to twelve (12) credits per year.

### **ARTICLE 38 - PENSION**

The Library shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

### **ARTICLE 39 - SAVINGS CLAUSE**

A. The Library and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provisions of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provisions which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

B. The parties agree to immediately meet and negotiate a substitute provision for the invalidated portion thereof, if possible. Nothing herein shall be construed to require either party to make any concessions.

### **ARTICLE 40 - MISCELLANEOUS**

A. Employees shall be reimbursed at the IRS reimbursement rate per miles used when driving their personal cars on Library business. Said rate will be set on January the first and shall hold for the fiscal year.

A certificate of insurance or satisfactory proof of insurance coverage must be provided as a requisite for payment.

B. There shall be no residency requirement for any employees as a condition of employment for working in the Library. The object of Library employment practices will be to employ the best qualified individual.

**ARTICLE 41 - FULLY-BARGAINED PROVISION**

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all terms and conditions of employment which were or could have been the subject of negotiations.

**ARTICLE 42 - TERM AND RENEWAL**

The terms of this Agreement are negotiable.

This Agreement shall be effective as of January 1, 2007 and shall remain in effect until December 31, 2009.

Negotiations for a successor Agreement shall begin not more than one hundred twenty (120) or less than ninety (90) days prior to the expiration date of this Agreement. In the event a new contract is not signed before the expiration date of the present Agreement, this Agreement is to continue in full force and effect until a new Agreement has been signed.

FOR THE LIBRARY

FOR THE UNION

/s/

/s/ Maureen Brunetti

/s/ Patricia E. Lawson

/s/ Lori Crouse

/s/ Beverly Moon