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Agreement between the Princeton University Library Assistants, Local 956, American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and Princeton University, 1998-2002

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**Local** Local 956, Princeton University Library Assistants

Occupations Represented
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**Bargaining Agency** Princeton University

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**Full text contract begins on following page.**

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Agreement between Princeton University and  
Princeton University Library Assistants/American  
Federation of State, County and Municipal Employees

LOCAL 956, AFL-CIO

July 1, 1998 - June 30, 2002

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## ARTICLE I

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### AGREEMENT

This Agreement entered into this August 13, 1998 between the TRUSTEES OF PRINCETON UNIVERSITY, hereinafter referred to as the "University" and PRINCETON UNIVERSITY LIBRARY ASSISTANTS/AFSCME LOCAL 956,

AFL/CIO, hereinafter referred to as the "Union".

## ARTICLE II

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## PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, communication and understanding between the University and the employees covered hereby, for the purpose of collective bargaining with respect to compensation, hours of work and other conditions of employment as herein provided.

## ARTICLE III

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### RECOGNITION

The University recognizes Local 956 affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO and its Council No. 73, as the exclusive representative for all regular and term appointment full-time and part-time library employees as defined in the job classifications of Article V.

Full time regular employees are employees filling approved, budgeted, continuing positions on the regular payroll who work 36 1/4 hours per week for twelve (12) months of the year.

Part time regular employees are employees filling approved, budgeted, continuing positions on the regular payroll who work less than 36 1/4 hours but more than eighteen and one-eighth (18-1/8) hours per week, or less than twelve (12) months of the year.

Term appointment positions, whether or not funded from the Library's regular personnel operating budget, are either subject to annual renewal or are grant positions funded for a specified period of time: in all cases term appointment employees are hired with a termination date specified at the time of employment.

Full-time term appointment employees are employees filling approved, budgeted positions on the regular payroll who work 36 1/4 hours per week for twelve (12) months of the year with a termination date specified at the time of employment.

Part-time term appointment employees are employees filling approved, budgeted positions on the regular payroll who work less than 36 1/4 hours per week but at least 18 1/8 hours per week, or less than twelve (12) months of the year with a termination date specified at the time of employment.

## ARTICLE IV

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### NON-DISCRIMINATION

Neither party to this agreement shall discriminate against any employee or applicant on the basis of sex, racial or ethnic background, age, religion, marital status, political views, sexual orientation or affectation, veteran status, or disability unrelated to job requirements. Complaints of such discrimination may be pursued in accordance with the appropriate grievance, mediation or arbitration process as discussed and agreed upon between the parties.

Princeton University policy and procedures regarding sexual harassment for Faculty and Staff shall apply to employees covered by the collective bargaining agreement.

## ARTICLE V

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### WAGES AND CLASSIFICATION

Promotional Increases

[Wage Ranges](#)

[Wages](#)  
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**A. Promotional Increases**

Employees who are promoted shall receive an increase of 7% for a one grade promotion, 10% for a two grade promotion, or 15% for a three grade promotion.

**B. Wage Ranges**

Effective **July 1, 1998**, the salary ranges for each pay grade will be as follows:

<b>Title</b>	<b>Pay Grade</b>	<b>Min.</b>	<b>Max</b>
Libr. Clerical Asst.	B	\$17,794.40	\$23,251.00
Library Clerk II			
Spec. Coll. Asst. I			
Conservation Assistant	C	\$18,699.20	\$26,052.00
Libr. Off. Asst. II			
Library Secretary			
Libr. Receptionist			
Prebindery Asst.	D	\$20,735.00	\$28,705.00
Conservation Technician			
Receipts Assistant			
Spec. Coll. Asst. II			
Library Unit Coordinator			
Library Repr. Sp/Micro			
Libr. Repr. Sp/Dup.			
Libr. Comp. Rm. Op.			
Fin. & Off. Svcs. Asst.			
Library Photo Spec.			
Sr. Libr. Secretary	E	\$22,469.20	\$32,547.00

Libr. Off. Asst. III			
Bibliographic Spec.			
Spec. Coll. Asst. III			
Preservation Spec.			
Spec. Coll. Asst. IV	F	\$24,184.55	\$35,646.00
Sr. Bibliographic Spec.			
Photoservices Spec.			
Libr. Secretary Spec.			
Sr. Conservation Tech.			
Sr. Preservation Spec.			
Sr. Libr. Comp. Rm. Op.			
Fin. & Off. Svcs. Spec.			
JSTOR Prod. Tech.			
Sr. Bibliographic Spec. II	G	\$26,371.15	\$38,850.00
Spec. Coll. Asst. V			

Effective **July 1, 1999**, the salary ranges for each pay grade will be as follows:

<b>Title</b>	<b>Pay Grade</b>	<b>Min.</b>	<b>Max</b>
Libr. Clerical Asst.	B	\$18,510.70	\$24,181.00
Library Clerk II			
Spec. Coll. Asst. I			
Conservation Assistant	C	\$19,453.20	\$27,094.00
Libr. Off. Asst. II			
Library Secretary			
Libr. Receptionist	D	\$21,564.40	\$29,854.00
Prebindery Asst.			
Conservation Technician			



Receipts Assistant			
Spec. Coll. Asst. II			
Library Unit Coordinator			
Library Repr. Sp/Micro			
Libr. Repr. Sp/Dup.			
Libr. Comp. Rm. Op.			
Fin. & Off. Svcs. Asst.			
Library Photo Spec.			
Sr. Libr. Secretary	E	\$23,374.00	\$33,849.00
Libr. Off. Asst. III			
Bibliographic Spec.			
Spec. Coll. Asst. III			
Preservation Spec.			
Spec. Coll. Asst. IV	F	\$25,145.90	\$37,072.00
Sr. Bibliographic Spec.			
Photoservices Spec.			
Libr. Secretary Spec.			
Sr. Conservation Tech.			
Sr. Preservation Spec.			
Sr. Libr. Comp. Rm. Op.			
Fin. & Off. Svcs. Spec.			
JSTOR Prod. Tech.			
Sr. Bibliographic Spec. II	G	\$27,426.75	\$40,405.00
Spec. Coll. Asst. V			

Salary ranges for the last two years of the contract will be discussed as part of the agreement to survey Library Assistant wages during the second contract year.

### C. Wages

Effective July 1, 1998, employees whose current salary falls on or below the market midpoint as established by the University's compensation survey will receive a 5.0% salary increase (see below). Employees whose current salary is above that midpoint will receive a 3.0% increase.

Effective July 1, 1999, employees whose salary falls on or below the revised midpoint as established by the contract will receive a 4.0% salary increase (see below). Employees whose salary is above that midpoint will receive a 3.0% increase.

Effective July 1, 2000, each employee will receive a 2.0% salary increase. In addition there will be a 1.5% merit pool to be distributed based on the employee's performance against a set of objectives and standards.

Effective July 1, 2001, each employee will receive a 1.5% salary increase. In addition there will be a 1.5% merit pool to be distributed based on the employee's performance against a set of objectives and standards.

A letter of agreement stipulates that a salary survey will be conducted during the July 1, 1999-June 30, 2000 contract year and the wage article of the contract may be reopened for discussion 60 days before June 30, 2000 based on the survey results. Any such discussion will not result in lower increases than those outlined above.

These are annual FTE midpoints that will determine the percentage of increase an employee will get July 1, 1998 and July 1, 1999.

<b>Pay Grade</b>	<b>July 1, 1998</b>	<b>July 1, 1999</b>
B	20,999	21,892
C	24,298	25,285
D	24,953	25,956
E	25,579	26,597
F	29,783	30,971
G	32,761	34,081

### D. New Hires

Upon hire or promotion, the employee will receive a job description for the work that he or she is to perform.

Generally when new staff are hired the salary offer is made at the entry point in the range for the particular position. However, there are occasions when the experience and skills of the new hire require salary consideration further into the range for the position. If such consideration will place the new hire beyond the midpoint for the range, the Human Resources Librarian will meet with the Union President or designee to discuss the situation before the offer is extended. In the case of rehires this will not be necessary.

When an employee takes on the primary responsibilities of a job in a higher classification for an extended period of time, the employee will be compensated at the higher rate; that is, the appropriate promotion percentage increase will be applied to the employee's base salary. It must be clear that the employee is doing the work which makes the job higher in classification and pay. It also must be clear that the period of time will require the employee to be involved in the full scope of the job.

## ARTICLE VI

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### UNION RIGHTS

[Union Security](#)

[Dues Checkoff](#)

[Union Right to Information](#)

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#### **A. Union Security**

All employees covered by this Agreement who are members of the Union, and all employees covered by this Agreement who subsequently join the Union, shall maintain their membership in good standing as a condition of continued employment. All employees hired after April 24, 1978 shall become members of the Union no later than the 30th day following the beginning of such

employment and thereafter maintain their membership in the Union in good standing as a condition of continued employment. For the purposes of this article, an employee shall be considered a member of the Union in good standing if she/he tenders her/his periodic union dues uniformly required as a condition of membership.

An employee who has failed to maintain membership in good standing as required by this Article shall be discharged within twenty (20) calendar days following receipt of a written demand from the Union requesting that she/he will be discharged from hers/his position in the bargaining unit if, during such period, the required dues have not been tendered.

### **B. Dues Checkoff**

The University agrees to deduct the biweekly Union membership dues from the pay of those employees who individually request in writing subsequent to the signing of this Agreement that such deductions be made. The amounts to be deducted shall be certified to the University in writing by the Union, and the aggregate deductions from all employees shall be remitted to AFSCME Council No. 73, Trenton, N.J., together with a list of names of all employees for whom the deductions are made. This authorization shall be irrevocable for as long as permitted by applicable law.

The Union agrees to indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the University in compliance with the provision of this Article, in reliance upon dues deduction authorizations which have been furnished it.

### **C. Union Right To Information**

The University shall provide to the Union, upon written request, any information which is legally required for the Union to function as the collective bargaining representative of employees covered by this Agreement.

The University shall notify the Union on a current basis of all hires, promotions, reclassifications, transfers, terminations, leaves of absence in excess of thirty (30) calendar days duration and temporary disabilities in excess of eight (8) calendar days within the bargaining unit. Such notification shall include the employee's name, work unit, job classification, and date of appointment, termination, or first and/or last day of leave.

In individual cases relating to the hire, promotion, transfer, discharge, layoff and scheduling of employees, specific information as to seniority and qualifications shall be made available to the Union upon request.

The Union shall receive on a once-a-month basis the available copies of Princeton University Library Bulletins, Library Council Summaries, minutes of departmental and committee meetings, and annual reports.

#### **D. Union Bulletin Board Space**

The University shall furnish and maintain adequate bulletin board space in designated work areas to be used exclusively by the local Union. There shall be two (2) such bulletin boards in Firestone, one to be located in the Staff Lounge and one to be located on the first floor at a mutually agreeable location. In addition there shall be bulletin board space in each branch library.

In addition the Library will provide the union with a listserv for its membership and WEB space for posting union information.

#### **E. Union Use of University Facilities**

The University will provide adequate meeting space for Union general membership meetings subject to availability. Where the providing of such space requires additional labor cost to the University, such additional cost shall be borne by the Union.

#### **F. AFSCME Representatives on Campus**

Representatives of AFSCME or the Council may request permission of the Vice President for Human Resources or designated representative to visit the University campus and library areas for the purpose of ascertaining whether or not this Agreement is being observed or to assist in processing grievances. Such permission will not be unreasonably withheld.

## **ARTICLE VII**

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### **INFORMAL DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

[Mediation](#)  
[Grievance and Arbitration](#)  
[Informal Discussions](#)  
[Stewards](#)

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## **A. Mediation**

The Library Administration and the Union seek to broaden and improve the means of problem solving and dispute resolution between managers/supervisors and staff by developing the use of a mediation process. The mediation process provides for a resolution based on an agreement reached by the parties with the aid of a neutral third party trained in mediation. It also provides a forum in which the parties may seek to resolve problems or disagreements which often lead to formal grievances, but are in themselves not grievable under the contract.

When a problem arises in the workplace, initially every effort should be made to address and resolve the matter through direct and forthright communication between the affected staff member and the immediate supervisor and/or other appropriate management personnel. It is recognized, however, that resolution in this manner is not always possible. During the term of the contract, mediation will be available, through the University Ombuds Office, as a first opportunity to address and work through staff-supervisor disputes where the staff member and the supervisor have been unsuccessful in their attempts to resolve a problem. Support staff or supervisors may request mediation in response to a situation either perceives is presenting difficulty in the work relationship. The members of the Labor-Management Committee may also review such situations and counsel the parties to seek mediation.

If a situation occurs for which mediation is being considered, the staff member or supervisor should contact the Human Resources Librarian or a Union officer. The Human Resources Librarian will review the request with the Union or the parties and will be responsible for contacting the University Ombuds Office to have a mediator assigned to work with the parties. Generally, when either party requests mediation both will be expected to attend at least one mediation meeting. However, there may be situations when the Library Administration and the Union need to discuss the viability of any mediation.

The support staff member may choose to have a Union representative present, and the supervisor may choose to have a Management representative present at any mediation meetings. However, representatives do not actively participate in the mediation process. The mediator will not decide issues between a staff member and a supervisor, but will facilitate discussion and any mutually

agreeable resolution the parties may seek. If the parties reach an agreement through mediation, the mediator will write up the agreement and have the parties sign the agreement. Subsequently, if either party believes the other has broken the agreement, that party must contact the mediator. When an agreement is broken, the party breaking the agreement may be subject to discipline regardless of any further efforts by the mediator.

If there is no resolution to a problem for which a staff member or the Union initiated mediation, and the dispute involves a contract violation or issue of contract interpretation, the staff member may then resort to the formal grievance procedure as described in Section B of this Article. A staff member who decides to pursue a formal grievance must submit the grievance in writing at the appropriate step within 15 working days of the last mediation meeting. The Library Administration and the Union recognize that certain grievances pertaining to a violation or interpretation of contract terms cannot, from the outset, be resolved through mediation or at steps 1 and 2 of the formal grievance procedure. If both parties agree, such cases will be pursued starting at step 3 in the formal grievance procedure.

## **B. Grievance and Arbitration**

A dispute arising out of the interpretation, meaning, application or claimed violation of any provision of this Agreement shall be defined as a grievance and shall be handled in the following manner:

**Step 1** - An employee with or without the steward or local union president or vice president, shall first present and discuss the grievance, either with the immediate supervisor or, if the local Union President and the Human Resources Librarian mutually agree that it would be more appropriate, with the Human Resources Librarian, within fifteen (15) working days after the occurrence of the event or within fifteen (15) working days after the employee should reasonably have had knowledge of the event out of which the grievance arises. An oral decision shall be given by the supervisor, or when appropriate, by the Human Resources Librarian within five (5) working days thereafter. If a grievable case has not been resolved in mediation under Section A of this Article, the grievant may advance to Step 2 of the grievance procedure. In such a case, the mediator may advise those hearing the grievance as to what he or she understands the issue(s) to be between the concerned parties, but may not comment on the issues with the intent of influencing the outcome of the grievance.

**Step 2** - If the grievance is not settled at Step 1, the grievance shall be reduced to writing and signed by the Steward or a local Union officer and the written grievance presented to the University Librarian or designated representative within five (5) working days after the date of the oral decision. A written answer

to the grievance shall be given to the Union by the University Librarian or designated representative after in-person discussions or meetings between the parties within ten (10) working days after presentation of the written grievance. At this step the employee may be represented by a steward and by the local Union President, or designee.

**Step 3** - If the grievance is not settled at Step 2 the Union shall, within five (5) working days following the date of the written answer of the University Librarian, submit the written grievance to the University's Vice President for Human Resources or designated representative. The University's Vice President for Human Resources or designated representative shall hold in-person discussions or meetings between the parties and give the Union a final written answer within (10) working days after receipt of the grievance. At this step the employee may be represented by a steward, the local Union president or designee, and a representative of the AFSCME Council.

The immediate supervisor or Human Resources Librarian may have another member of the management staff present if the employee has a representative from the Union. Any member of management who makes a decision of a formal grievance may not be present at a prior step in the formal grievance procedure.

If the grievance is not settled at Step 3, the matter may be submitted to arbitration as follows: The Union's written demand to arbitrate must be given to the University's Vice President for Human Resources within fifteen (15) working days after the Step 3 answer. The Union shall simultaneously request the Federal Mediation and Conciliation Service to submit a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of FMCS. The University and Union may mutually agree to request an additional panel of arbitrators if the first list is unsatisfactory. The arbitrator is requested to submit the decision within thirty (30) calendar days of the close of the hearing. The award of the arbitrator shall be final and binding on the University, the Union and the employee or employees involved. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of the Agreement and in no way can add to, delete or alter any aspect of this Agreement. The University and the Union shall divide equally in pay the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

If the successive steps of the grievance and arbitration procedure are not utilized by the Union within the time limits provided, the grievance shall be considered withdrawn and this withdrawal shall be binding upon the University, the Union and the employee or employees involved. The time limits may be extended by mutual agreement of the parties. The Union itself may submit a grievance directly on behalf of a group of employees who are all directly affected. Time lost



from work by the grievant, steward and/or Union president or designee to process the grievance at all steps and to be present at the arbitration hearing will result in no loss of pay.

The grievance procedure established here shall be the sole and exclusive formal remedy available to an employee or the Union for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a court, a governmental board, or agency, then such administrative procedure shall be the sole remedy and that grievance under this Agreement shall no longer exist.

### **C. Informal Discussions**

Nothing in this Agreement should be interpreted to preclude informal attempts to resolve grievances or disputes which do not pertain to questions of interpretation, meaning, application or claimed violation of this Agreement. In such cases, employees may seek resolution of the problem with their immediate supervisor, Division or Department Head or a representative of the Human Resources Office. If the employee and the supervisor mutually agree a steward or Union Representative may be present at the informal discussion.

### **D. Stewards**

The Union will identify eight (8) stewards so that no undue hardship occurs in any work unit. Reasonable attempts shall be made by stewards to conduct Union business outside working time. The University recognizes that this will not always be possible in that there may be a need to resolve a grievance during working hours and for that purpose each steward and officer will be allowed reasonable paid time to conduct business under Step 1. Reasonable paid time means up to one hour per week per steward and officer. It is recognized that additional paid time for any individual steward and officer may be necessary. However, the total paid time spent by the stewards and officers at this step should not exceed 15 hours per week.

## **ARTICLE VIII**

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# SENIORITY, PROMOTIONS, JOB POSTING, RECLASSIFICATIONS

[Seniority](#)  
[Promotions/Transfers](#)  
[Job Posting](#)  
[Position Reclassification](#)  
[New or Changed Job Classifications](#)

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## **A. Seniority**

**Section 1** - Employees covered by this Agreement shall accumulate the following categories of Seniority:

- a. Work Unit Seniority - length of service within the work units.
- b. Bargaining Unit Seniority - length of service within the bargaining unit.
- c. University Seniority - length of service with the University.

\*A list of current "Library Work Units with Bargaining Unit Personnel" shall be posted on the bulletin board in the Human Resources Office in Firestone Library and on all union bulletin boards.

"Length of Service" above shall mean continuous service from the original date of hire, with the following qualifications applying to employees who have terminated and been rehired:

- a. An employee who has terminated from a bargaining unit position and has been rehired into a bargaining unit position within ninety (90) calendar days shall have Bargaining Unit Seniority from the employee's original date of hire except for the intervening period.
- b. An employee who has terminated from a bargaining unit position and has been rehired into a bargaining unit position more than ninety (90) calendar days after and within five (5) years of termination shall begin to accumulate Bargaining Unit Seniority as a new employee. One (1) calendar year after being rehired into the bargaining unit, the employee's Bargaining Unit Seniority previous to termination shall be added to that which has accumulated since the employee's return.

c. The above qualifications shall apply to Work Unit Seniority when the employee has terminated from and has been rehired into the same work unit.

**Section 2** - Part-time employees

a. Any regular part-time employee shall accumulate University Seniority from the original date of hire.

b. A regular part-time employee shall accumulate Bargaining Unit Seniority and/or Work Unit Seniority on the basis of hours worked. That is, a regular part-time employee who is a member of the bargaining unit shall have Bargaining Unit Seniority and/or Work Unit Seniority calculated by accumulating the number of hours worked and converting this number to weeks, months, and/or years of service. For purpose of any such conversion, thirty-six and one quarter (36 1/4) hours equal one week.

c. If such a part-time employee becomes a full-time employee, those part-time hours shall be added to Bargaining Unit Seniority and/or Work Unit Seniority as a full-time employee.

**Section 3** - Leaves Without Pay:

An employee who has taken an approved leave of absence in excess of thirty (30) days without pay shall, upon return to a position in the bargaining unit, wherever applicable, have University, Bargaining Unit, and/or Work Unit Seniority from the employee's original date of hire, except for the intervening period of absence.

**Section 4** - The University may find it necessary to hire employees on an hourly basis. If such an hourly employee becomes a permanent employee who regularly works more than eighteen and one eighth (18-1/8) hours per week, that employee's seniority shall date from the date of employment as a regular employee.

**B. Promotions/Transfers**

The library is committed to implementation of the principle of promoting employees from within the bargaining unit to vacant positions therein. Applicants within the bargaining unit shall be given preference over applicants outside the bargaining unit. However, if after an evaluation of the comparative qualifications, skills and abilities of an applicant within the bargaining unit and an applicant outside the bargaining unit, it is determined that the applicant outside the bargaining unit is better qualified for the vacant position, then in such case, the applicant outside the bargaining unit may be offered the position. In any

instance where such offer is accepted, a grievance may be initiated as to whether the applicant outside the bargaining unit is better qualified.

In making a selection among qualified internal candidates for promotion/transfer the following standards shall apply: When two (2) or more employees apply for a position and meet all of the qualifications for the job stated in the job posting and the skills, abilities and performance are relatively equal, the person with the most bargaining unit seniority shall be offered the position.

All internal employee applicants who meet all the qualifications for the job stated in the job posting shall receive an interview with the prospective supervisor.

When more than five (5) internal employees apply for the same position the prospective supervisor may decide only to interview the five (5) most qualified internal employees who are applying for the open position. An internal employee who is an applicant for a position, but who is not offered that position, shall be advised in writing as to the reasons for that rejection, provided the applicant makes such a request for the explanation in writing.

When an employee is promoted, but does not successfully complete the probationary period, either in the supervisor's opinion or by the choice of the employee, the employee shall return to the previous job classification or another position in the same salary grade for which the employee is qualified, subject to availability. The employee's bargaining unit seniority and work unit seniority will continue to accumulate during such period.

The promotional procedure shall be implemented in a manner consistent with the Affirmative Action Program.

### **C. Job Posting**

When an opening occurs in any job title covered by this Agreement, it shall be posted on the bulletin board in the Human Resources Office in Firestone Library. The Recording Secretary of the Union and all library locations outside Firestone shall be notified of all job openings within the bargaining unit as they occur, i.e., immediately after the initial posting of such positions.

Notices of all vacancies and new positions covered by this Agreement shall list any special requirements beyond those stated in the classification description. They shall also list, for each such vacancy and position, salary level, work unit and hours of work if less than full time. In addition, notices of all vacancies and all new positions covered by this Agreement shall clearly indicate how and where to apply, and the time period during which an employee should submit an application.

All job openings must be posted according to the provision of this Section before an offer of employment may be extended to a candidate, with the following exceptions:

- a. Reclassification within a work unit. When an individual is reclassified within her or his current position, this position shall not be posted.

b. Special situations, i.e., placing employees covered by this Agreement who have been identified for layoff, or placing employees covered by this Agreement returning from leave such as temporary disability, worker's compensation, military leave, layoff, or instances of temporary promotions.

c. When a position has been posted within thirty (30) days it is not required to be posted again if the position is to be offered to a bargaining unit employee.

Employees shall normally be expected and encouraged to remain in their current positions for one year before they are promoted or transferred through job posting. However, should promotional or transfer opportunities become available to employees after they have completed six (6) months in their current positions, they will be considered for promotional or transfer opportunities through job posting. The following criteria shall be used for allowing employees to be considered for transfer or promotion before completing six (6) months in their current positions:

- a. The transfer or promotion should be in the interest of the Library.
- b. Current supervisor should agree to the transfer or promotion.
- c. The individual should be more suitably qualified for the position into which she or he moves.

The above criteria shall apply throughout all pay grades. Interpretation of the above criteria in individual cases shall be grievable according to the grievance and arbitration provisions of this Agreement (Article VII).

#### **D. Position Reclassification**

##### ***Composition of the Classification Review Board***

Library reclassification decisions for bargaining unit positions will be made by a Classification Review Board. The Board will consist of three (3) Library support staff appointed by the Union and three (3) Library professional/supervisory staff appointed by Library administration.

Each Board member will receive training in the principles of classification review, and will become familiar with Library support staff position descriptions. In addition the Board will meet as needed with the University Director of Compensation or designee to discuss classification issues or concerns which arise in the review process.

Board members will be appointed for a three (3) year term. To ensure continuity and proper training of new members, two members will leave the Board and two

new members will replace them at the beginning of each academic year. Past members may substitute for a current member who has to leave the Board for unplanned reasons, but such replacements are only to serve out the term of the leaving member. Past members may serve more than one full term, but any repeat terms may not be consecutive.

### ***Review by the Board***

Reclassification proposals must be received by the Board fifteen (15) work days prior to the Board's scheduled bi-monthly meeting. The Board will meet on the third Thursday of every other month beginning with February. Board members may decide on other scheduled meetings as necessary for the completion of Board business.

Reclassification proposals may be initiated by the affected staff member, the supervisor, or the Union. In any case the position analysis form will be submitted to the Board through the supervisor. Copies of the request form and the supervisor's cover memo must go to both the Union President and the Human Resources Librarian. All parties will be informed as to the next meeting of the Board and the date by which a response can be expected.

Generally, review by the Board is a review of the submitted analysis form. Staff members and supervisors may find it useful to read through existing position descriptions (which are available in the Library Human Resources Office or through the Board ) before completing the analysis form. In some cases Board review may require a desk audit, including an interview with the supervisor, the incumbent, or both. Determination of relevant information and or the necessary method of review is by consensus of Board members.

If a position is to be reclassified, the effective date will be the first Monday after the decision is communicated to the Library Human Resources Office. In cases where submission of a request for reclassification is delayed by a supervisor, the employee will be apprised of the delay. If subsequently approved, the reclassification will be retroactive to the first pay period following the first Board meeting after the date the proposal was initially signed by both immediate supervisor and employee.

### ***Classification Decisions***

Classification decisions by the Board shall be by the consensus of the members. When the Board reaches a decision, it will be communicated to the supervisor and the staff member. If the application is denied, the decision, along with a brief rationale, must be in writing.

If the Board is unable to reach a consensus, the review request with a statement of the issues will be forwarded to the Human Resources Librarian. Based on an analysis of the forwarded materials and any other relevant data, the Human Resources Librarian, in collaboration with the University's Director of Compensation or designee, will issue a decision within ten (10) working days of notification from the Board.

Appeal of the decision of the Human Resources Librarian and the University's Director of Compensation or designee may be made by either the staff member,

Union, or supervisor. The appeal will be made to the Director of Labor Relations or designee who may consult with relevant parties before making a decision. The Director of Labor Relations or designee must respond to the appeal in writing within five (5) working days of the hearing unless there is an agreed upon extension. Failure to respond in a timely manner will move the appeal decision to the final level of the appeal process.

The petitioner may request a final appeal of the Director of Labor Relations or designee decision. This request must be made within ten (10) working days of receiving the response. An independent consultant who is expert in compensation and classification, and who is mutually agreed upon by the University and the Union, will review the classification request and all relevant materials.

The consultant will consider each case appealed to him/her on its individual merit, and any determination by the consultant will not be applicable to other employees. The consultant will conduct hearings in an expeditious manner, and will submit findings and a binding decision to the parties within thirty (30) calendar days of the hearing date, or within any agreed upon extension period.

#### ***Classification of Vacated Positions***

Once vacated, a position may be reclassified with notification to the Board. The Human Resources Librarian will review all vacated positions with supervisors prior to posting, and will notify the Classification Review Board when the new position description form is completed. When the position is filled, if the new incumbent believes the duties are those of a different classification, the incumbent may follow the classification review procedures as outlined in this Article.

#### **E. New or Changed Job Classifications**

In the event any new job classifications are created or any classifications changed, the University will notify the Union of any such proposed change and the proposed rate of pay for such classifications. The University will, upon request, meet with the Union to negotiate the appropriate rate of pay for any new or changed job classifications. If no agreement is reached the Union may grieve the implementation of the new or changed position and pay rate.

## ARTICLE IX

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### WORKING CONDITIONS

[Hours of Work](#)  
[Overtime](#)  
[Lunch and Rest Periods](#)  
[Layoff and Recall](#)  
[Contracting and Subcontracting](#)  
[Automation](#)  
[Discharge and Discipline](#)  
[Probationary Period](#)  
[Personnel Records](#)  
[Rules and Regulations](#)

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## **A. Hours of Work**

The work week shall consist of 36 1/4 hours for all full-time employees and at least eighteen and one-eighth (18-1/8) hours for all regular part-time employees. The work week shall commence at 12:01 a.m. Monday and end at 12:00 midnight Sunday.

**Starting Time for Work:** Employees' starting time for work will normally be established on a semester basis. Employees who are scheduled to work Monday to Friday and whose normal hours fall between 7:45 and 6:00 p.m. may establish a schedule that begins at 7:45, 8:00, 8:15, 8:30, 8:45, or 9:00 a.m. with the approval of the supervisor in accordance with the work requirements of the work unit. Where there is a conflict over the scheduling of starting times within the work unit, the employee's request shall be granted on the basis of greatest work unit seniority, in accordance with the work requirements of the work unit.

The University may schedule hours of work other than those set forth above in accordance with the work requirements of the work unit, the Library and the University. Such changes made in accordance with the work requirements shall not be unreasonable, arbitrary or capricious. The University will notify the Union fifteen (15) working days in advance of any change in the scheduling of hours of work and will, upon request, meet and discuss the changes with the Union prior to their implementation.

The University policy on flexible work schedules (HR Policy 5.14) applies to members of the bargaining unit.

Any employee may, at the supervisor's discretion, make up time lost during the normal work week within the same work week. Such approval shall not be unreasonably withheld.

## **B. Overtime**



In the event an employee is required to work on regularly scheduled holidays designated by the University, that employee shall have the option of being paid at the rate of time and one-half in addition to the employee's regular pay for all hours worked on the holiday or time and one-half the employee's regular pay for hours worked on the holiday plus credit for an additional day off with regular pay to be scheduled with the approval of the supervisor.

1. Time worked in excess of eight (8) hours on a regularly scheduled work day will be paid at time and one half, except where the normal work day is more than eight (8) hours.
2. Hours worked in excess of forty (40) hours in one work week will be paid time and one half.
3. Hours worked on the seventh (7th) consecutive day worked in one work week will be paid at double the straight time rate.
4. In the event an employee is required to work on the regularly scheduled holidays designated by the University, that employee shall have the option of being paid at the rate of time and one half in addition to the employee's regular pay for all hours worked on the holiday or time and one half the employee's regular pay for hours worked on the holiday plus credit for an additional day off with regular pay to be scheduled with the approval of the supervisor.
5. Paid absences shall be considered as time worked for purposes of computing overtime. Unpaid absences shall not be considered time worked in computing overtime.

Overtime shall be distributed as equitably as possible given the work requirements of the work unit. Overtime hours shall be offered to employees in a work unit on a rotating basis, starting with the employee with the greatest work unit seniority able to perform the overtime work. If no employee accepts the offer, the overtime shall be assigned by inverse work unit seniority on a rotating basis. Any overtime opportunity which is declined by an employee shall be counted as time worked for purposes of recording equitable distribution of overtime.

Employees shall have the option of taking time off as compensation for overtime work on an hour for hour basis in the same work week with supervisory approval based on the work requirements of the work unit. Employees may likewise make up time lost during the work week on an hour for hour basis without regard to the overtime provisions of this Agreement with supervisory approval. Such approval shall not be unreasonably withheld. The daily overtime provision shall

not apply where an employee has voluntarily selected a schedule in excess of eight (8) hours per day.

### **C. Lunch and Rest Periods**

Generally, break period time may not be accumulated, added to the lunch hour, or used to shorten the day. In particular circumstances, supervisors may approve a different scheduling of a lunch or break period to reflect a specific or short-term need. Such requests may not be unreasonably denied.

### **D. Layoff and Recall**

In the event it becomes necessary to reduce the number of employees in any job classification, the University will make every attempt to achieve such reduction through normal attrition. If such a reduction cannot be achieved by normal attrition, the University will make every effort to offer the affected employees available positions in the bargaining unit comparable to the positions these employees held prior to the reduction, in an effort to avoid layoffs and demotions. In addition the University will meet with the Union to discuss possible actions such as counseling or training which may be appropriate to the affected employees in order to provide the opportunity to apply for other Library or University positions.

If a layoff is necessary, employees within the affected job classification shall be laid off from the following categories, subject to ability to perform available work, in the designated sequence:

First - Probationary employees in the affected classification.

Second - Regular part-time and full-time employees in the affected classification according to the bargaining unit seniority as defined in Article VIII, Section A.

In any layoff situation the affected employee who is offered another position may be offered the position on a trial basis. The trial period will be three months with an option to extend to six months depending on supervisory evaluation. When a position is affected by layoff, the senior employee in the affected classification has seniority rights within classification to a position of comparable duty time.

If a regular part-time or full-time employee is in an affected classification, and the position is the only one in the classification, the employee may be considered to have seniority rights within the same grade level subject to the following:

1. the employee has the ability to do the work in another classification.

2. the employee successfully completes a trial period which is three months, extendable to six months, based on the supervisor's evaluation.

An employee in this situation may have only one trial period. If it is unsuccessful, the employee is then laid off. The original incumbent may then be recalled by Library Administration.

Employees who are laid off shall be recalled in inverse order of layoff, subject to ability to perform available work. Employees to be recalled shall be notified in writing at their last known address as on file at the Office of Human Resources. A copy of such notice shall be forwarded to the Union.

Employees to be recalled shall accept the rehiring within three (3) days after receipt of notice and shall report for work within fourteen (14) days after notice of rehire, and no new employee shall be hired into a position in the bargaining unit until the list of qualified former employees on layoff has been exhausted.

Time limits for recall may be extended by the mutual agreement of both parties. An employee's right to recall shall cease one year after date of layoff.

An employee shall not be laid off without advance notice of termination, or pay in lieu of notice, in accordance with the following schedule:

<b>Years of Employment With University</b>	<b>Length of Notice</b>
1st year/31 days into probationary period*	2 weeks
2nd and 3rd years	4 weeks
4th and 5th years	6 weeks
6th and 7th years	8 weeks
8th thru 10th years	10 weeks
11th thru 15th years	12 weeks
16th thru 20th years	16 weeks
21st thru 25th years	24 weeks
26th year +	Individual consideration

\* Assumes at least 31 days of service. If less, half pay period.

The University will notify the Union in advance of any planned layoff or recall and will meet with the Union to discuss the layoff and recall.

### **E. Contracting and Subcontracting**

The Union and the University agree that layoffs are inherently destructive to the stability of the employment relationship. Therefore, the parties agree that should it become necessary to contract out or subcontract any work or services now performed by employees in the bargaining unit, and by so doing there is a loss of position, a reduction in schedule, or demotion, the University will notify the Union as soon as possible after the decision but no less than thirty (30) days before the contract becomes effective. The management will consider, as part of

its decision-making process, whether or not it is appropriate and possible to discuss these changes with the Union prior to a final decision.

The parties shall then meet in an attempt to avoid the proposed layoff or any part of it by alternative means such as, but not limited to, transfers, schedule changes, alternate vacation schedules, etc., it being fully understood that final determination regarding layoffs remains with the University.

## **F. Automation**

The application and use of automation technology are integral to the services and work of the Library. Decisions as to how and where automation technology is applied and used in the Library affect, and in turn are affected by, the flow and organization of work, as well as budget, service, and collection needs and requirements. The planning and decision-making process, while varying from situation to situation, resides primarily with the Library Administration.

Management recognizes that the work and working conditions of all Library staff are affected by its decisions regarding the application and use of automation technology and, therefore, seeks to involve staff as much as possible when planning for automation-related changes. Throughout the term of the contract, the Library Administration and the bargaining unit staff will seek to identify situations and opportunities which allow the bargaining unit staff to contribute views and ideas which may assist in planning and problem solving as it relates to the application and use of automation technology in the Library.

Should the Library Administration decide to automate any work or services currently performed by employees in the bargaining unit, or to technologically migrate or upgrade any automated systems or equipment used by employees in the bargaining unit, the Library Administration will make every effort to communicate with the Union as early as possible in the decision-making process, so that the Union may contribute its views and ideas toward the final decision. Such communication between the Library Administration and the Union will allow both parties to discuss, as early as possible, the consequences for the affected bargaining unit employee(s) and position(s).

If the Library Administration judges that it is not appropriate or possible to communicate with the Union about an automation technology change prior to making its final decision, the Library Administration will notify the Union of the proposed automation technology change no later than 30 working days before it is implemented.

The Library Administration and the Union will then meet to discuss the consequences for the affected bargaining unit employee(s) and position(s). If the automation (or automation-related change) will eliminate any positions from the bargaining unit, every effort will be made to offer the affected employee(s) positions in the bargaining unit comparable to the one(s) held at the time their work and services are automated, with the intention to avoid layoffs or demotions.

## **G. Discharge and Discipline**

No non-probationary employee may be suspended, disciplined or discharged except for just cause. Supervisors will follow as a guide University Policy 5.24, Disciplinary Procedure, for all situations involving misconduct or the violation of policies, rules, etc. Where there is a work performance situation that is based more on the need to acquire knowledge or skills or to improve judgement or decision-making, the following policy will apply.

Termination of employment for poor work performance is a serious matter that requires careful evaluation and the approval of the Human Resources Office. Unsatisfactory work performance can encompass a variety of behaviors which include, but are not limited to, failure to complete work assignments or correct errors in a reasonable amount of time, inability or unwillingness to learn new tasks or skills, or to work collaboratively. The supervisor should take corrective action as soon as such patterns are identified. When there is poor performance, the supervisor should consult with the Human Resources manager regarding coaching for improved performance.

When a significant performance problem is identified, the supervisor and employee will work on a tentative corrective plan. They will establish a formal period of evaluation, no shorter than three months, during which time the employee will have an opportunity to correct his/her performance. The supervisor should summarize in writing for the employee a description of the unsatisfactory work performance, standards and expectations that must be attained, an explanation of the period of evaluation, and a statement that unless the level of improvement is made and sustained, termination of employment will occur.

The supervisor will recommend meeting with a Union representative to get further feedback before the plan is finalized. In a case where the employee declines Union representation, the employee should be informed that the Union will receive a copy of the agreed-upon plan. During the implementation of the plan, the employee's progress will be reviewed at least three times. The employee may request Union representation at any meetings to discuss progress.

If at any stage of the process the supervisor believes the situation has not progressed satisfactorily, the supervisor should immediately involve Human Resources and the Union in further discussion.

If the recommendation is that the employee continue employment, the supervisor will give the employee written notice of this together with a clear statement of expectations for the future. Within eighteen months following the formal review period, the supervisor is not required to provide the employee with another period of evaluation if the performance does not continue to meet established standards unless there is a clear set of new circumstances (e.g. change in work assignment). Documentation of the performance problems will be removed from the employee's official personnel file eighteen months after the end of the formal review period.

If the conclusion is that the employee cannot or will not improve, the supervisor should confer with the Human Resources manager about termination of the individual's employment. When evaluation of the employee's performance indicates there is a possible alternative to termination, e.g., an available position which is a good match with the employee's skills, the University will explore that alternative.

Decisions to place an employee under formal review or to terminate an employee are grievable according to the grievance and arbitration provisions of this Agreement (Article VII).

#### **H. Probationary Period**

The first three (3) months of employment shall be considered a probationary period; however, for pay grades D through F, after at least two (2) months evaluation, the probationary period may be extended an additional three months at the sole discretion of the supervisor. The employee should receive the reason for the extension in writing, and notification of extension should be given to both the employee and the Union after the second month, and before the twelfth week of the initial probationary period.

If an employee is determined unsatisfactory during this probationary period, that employee may be terminated. Disciplinary action including termination during this probationary period shall not be subject to the grievance procedure.

If the decision is not to continue employment because of poor performance, the individual's employment is terminated with notice of one (1) week or one (1) week's pay in lieu of notice. If the individual is terminated for misconduct, the one (1) week notice is at the discretion of the supervisor who will consult with the Human Resources Representative.

#### **I. Personnel Records**

An employee shall be allowed to see any item in her or his University personnel file. An employee shall be entitled to receive a copy of any item in such file upon request.

Only a Human Resources representative and supervisors directly above an employee shall have access to the employee's University personnel file.

Evaluative material, including performance appraisals, shall not be placed in an employee's University personnel file or any other file unless the employee has been given the opportunity to read it, and has been given a copy upon her or his request. The signature of the employee on the personnel file copy will indicate that the employee has read the material but will not necessarily indicate agreement with its content. An employee may comment in writing about any such material in the file and the comments shall appear on the file copy or separately for attachment to the file copy. If an employee disagrees with the performance appraisal, that employee may request a review using Article VII Section B Informal Discussions. Performance appraisals cannot be used for disciplinary action. Performance appraisals shall be removed from the employee's

file after two years or two performance appraisals have been completed, whichever is longer.

Disciplinary documents will be placed in the employee's University personnel file or any other file only after the employee has been given a copy upon her or his request. The signature of the employee on the file copy will indicate that the employee has read the material but it will not necessarily indicate agreement with its content. Any employee may comment about any such material in writing and that employee's comments shall appear on the file copy or separately for attachment to the specific item. Any employee not agreeing with the content of any disciplinary document may initiate a grievance concerning this disagreement with the content thereof. Disciplinary documents shall be removed from the employee's file after eighteen (18) months. The Union shall receive copies of any disciplinary documents and comments thereon.

Except under binding legal process, no information about any employee shall be furnished to government, public or private party without the knowledge and consent of that employee. However, the University will, as a service to employees when possible, verify employment pursuant to standard requests from banks and other credit institutions.

#### **J. Rules and Regulations**

The University may promulgate reasonable rules and regulations, provided such rules are not inconsistent with any of the provisions of this Agreement, and provided further that the University shall meet and discuss any proposed rules and regulations with the Union prior to their adoption. Should the Union consider any such proposed rule or regulation unreasonable or in conflict with this Agreement, it may be subject to the grievance procedure.

## ARTICLE X

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### SAFETY AND HEALTH

[Safety](#)  
[Safety and Health Committee](#)  
[Temperature](#)

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## **A. Safety**

It is the policy of Princeton University to provide a safe work place. To that end, the University Department of Occupational Health and Safety is responsible for assisting University departments in achieving compliance with all applicable health and safety standards promulgated by the federal Occupational Safety and Health Administration. All questions regarding work place safety issues should be referred to the Department of Occupational Health and Safety through the Library Department of Administrative Services or the Library Human Resources Office.

## **B. Safety and Health Committee**

There shall exist a committee on Safety and Health consisting of up to four (4) members of the Union and up to four (4) members from the University which shall meet as necessary either as a separate committee or in conjunction with the Labor Management committee.

## **C. Temperature**

Employees shall not be required to work when temperature levels are unusually high or low in the work area. Should such a situation arise, the Union President or designee shall immediately contact the University Librarian or designee in an attempt to reach an agreement as to the working condition and how the matter should be handled.

# ARTICLE XI

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## LIBRARY EDUCATION AND TRAINING

Education and training for bargaining unit staff in the Library has as its purpose and orientation two interdependent and complementary ends: 1) to provide, maintain, and improve the occupational knowledge and skills of the bargaining unit staff in fulfillment of the Library's mission; and 2) to advance the bargaining unit staff's occupational and career development.



Bargaining unit staff are eligible and strongly encouraged to attend all training programs sponsored by the Library which enhance, either directly or indirectly, staff knowledge and understanding of their jobs and the skills which contribute to performance. Bargaining unit staff are also eligible to attend programs targeted specifically to enhance the skills of staff in areas other than that in which they themselves work provided the training needs relevant to the primary targeted staff permit this. Scheduling attendance at all programs requires the approval of the supervisor and will also be subject to the needs of the work unit. Supervisors, however, are strongly encouraged to further staff attendance at all Library training programs, since it is fully recognized that a well-informed staff is an indispensable asset to the Library and the University.

The Library Education and Training Committee serves as an advisory group working with Library Administration and the bargaining unit staff to define educational and training needs and obligations and may also be involved in program planning and development.

The Library Education and Training Committee consists of 4 bargaining unit staff and 4 professional and/or supervisory staff, who are appointed by P.U.L.A. and Library Administration respectively. Members serve a two-year term, with the option of serving a second consecutive term. To maintain continuity, two members will leave the Committee and two new members will replace them at the beginning of each academic year. Past members may substitute for a current member who has to leave the Committee for unplanned reasons, but such replacements are only to serve out the term of the departing member. Past members who have served two consecutive terms may serve an additional term or terms, but any repeat terms may not be consecutive. The Committee has the option of inviting additional Library and/or University staff to help the Committee's members study a particular issue or problem and/or to work on a particular project when such assistance is required.

The working relationship between the Committee and the Staff Development Librarian is one of collaboration and consultation: 1) to develop, organize, promote, maintain and evaluate educational and training programs for bargaining unit employees; and 2) to define and study issues pertinent to the education and training of these employees in the Library.

## ARTICLE XII

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## LEAVES OF ABSENCE WITH PAY

[Sporadic Absences](#)  
[Excused Absence for Compelling Reasons](#)  
[Death in the Family](#)  
[Time Off for Marriage](#)  
[Jury Duty](#)  
[Educational Leave](#)  
[Reserve and National Guard Active Duty Training](#)

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### **A. Sporadic Absences**

Employees are allowed up to eight (8) paid sick days per year for each fiscal year. Employees hired July 1st through December 31st will be allowed up to eight (8) paid sick days for the fiscal year of hire; employees hired January 1st through March 31st will be allowed up to four (4) paid sick days for the fiscal year of hire. Probationary employees, including those hired as of April 1st for that fiscal year, will be allowed up to two (2) paid sick days during the probationary period. Unused sick days may not be compensated for nor be carried over to be added to next year's allotment.

Part-time employees are eligible on a pro rata basis.

Paid sick days may also be used to care for the health needs of immediate family members or individuals defined as members of the employee's household.

When sporadic illness time is depleted, leave without pay may be used in case of illness. With supervisory approval, this additional time may be charged to vacation time or optional holidays. Approval will not be unreasonably withheld. Any employee who is ill for at least eight (8) consecutive calendar days shall receive benefits according to the University's Temporary Disability Plan.

### **B. Excused Absence for Compelling Reasons**

Employees may need time off for reasons other than those provided for in leaves of absence with pay. Therefore, in order to provide time off with pay for compelling and essential reasons not covered by other leaves of absence, supervisors may approve up to fourteen and one-half (14-1/2) hours or two days per year for full time employees to be used as excused absence; part time employees are eligible on a pro rata basis. Compelling and essential reasons may

include an illness in the family, household emergency, car failure, lateness due to emergency weather conditions, a doctor's appointment for employee's child or an employee's appointment with a doctor or lawyer which cannot be scheduled outside normal working hours.

Excused absence time cannot be used for vacation days or optional holidays. Unused hours for excused absence may not be compensated for nor carried over to be added to next year's allotment. If more than the allotted number of hours of excused hours is needed by an employee, the absence will be charged to leave without pay or may with supervisory approval be charged as vacation. Such approval shall not be unreasonably withheld.

### **C. Death in the Family**

In the event of a death in the immediate family of an employee, authorized paid absence may be granted to a maximum of three (3) days. With supervisory approval, additional time may be taken and charged to leave without pay or may, with supervisory approval, be charged to vacation or optional holiday. An employee's immediate family is defined as including the spouse or domestic partner and their children or grandchildren; the parents, foster parents, guardians, grandparents, brothers and sisters on both sides; and a resident member of the household.

With supervisory approval, time off may be granted to attend the funeral of a close relative who is not a member of the employee's immediate family. Such absences will be charged to leave without pay, or may, with supervisory approval be charged to vacation or optional holiday.

### **D. Time Off for Marriage**

The last working day prior to the day of marriage, the day of marriage, or the first day after the marriage of a regular employee may be taken off with pay.

### **E. Jury Duty**

Regular pay will continue for time spent performing jury duty or as a subpoenaed witness. Appearances in court for traffic or other violations, or as a party in a law suit may be charged to leave without pay, to vacation days, optional holidays, or personal leave with supervisory approval.

### **F. Educational Leave**

Where there is a direct and reasonable relationship to the present job assignment, paid time off for the purpose of taking courses may be granted by the University Librarian or designee, upon the recommendation of the immediate

supervisor. The work requirements of the work unit and the relationship of the course to the present job assignment will be major considerations as to whether or not paid time off shall be granted.

### **G. Reserve and National Guard Active Duty Training**

Periods of annual military reserve training, to a maximum of fifteen (15) calendar days, will be allowed as leave with pay. The University will assure the difference between the employee's military base salary and that of the University. If vacation time is used, the employee retains the entire military salary.

## ARTICLE XIII

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### LEAVES OF ABSENCE WITHOUT PAY

[Personal Leave Without Pay](#)

[Union Leave](#)

[Child-Rearing Leave](#)

[Family Leave](#)

[Military Service](#)

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### **A. Personal Leave Without Pay**

Personal leaves of absence without pay may be granted for periods of up to thirty (30) calendar days for employees who have been employed more than one year. Requests for such leaves will be submitted in writing to the immediate supervisor for approval. Such requests must be submitted at least two (2) weeks in advance if the leave is to be of more than five (5) working days duration. An employee on an approved leave of absence without pay for thirty (30) calendar days or less shall be reinstated in his/her job. Requests for extensions beyond the thirty (30) days may be granted in exceptional circumstances by the Vice President for Human Resources. An employee on an approved leave of absence without pay for more than thirty (30) days duration shall be reinstated in the previous job classification or another position in the same salary grade for which

the employee is qualified, subject to availability. During an approved leave of absence without pay, the University shall continue enrollment in the University group health insurance plan and group life insurance.

### **B. Union Leave**

The University, upon reasonable notice, shall permit a maximum of ten (10) workdays without pay per year (July 1 to June 30) to be utilized by the Union officers, stewards and/or delegates for conventions, seminars or other similar Union-sponsored activity. Such leaves will be approved provided there is no undue interference with work requirements of the work unit.

### **C. Child-Rearing Leave**

A leave of absence without pay for child-rearing purposes may be granted for up to one year for either parent or both.

### **D. Family Leave**

University Policy "Family Leave" will apply to employees covered by this collective bargaining agreement.

### **E. Military Service**

Time for extended military service will be granted without salary for a period of up to four (4) years to any regular employee who is drafted or who enlists in the Army, Navy, Air Force, Coast Guard or Marines, or an employee who as a member of the National Guard or organized Reserve is called into active duty. At the time of departure from the University the employee will be paid for all accumulated vacation time.

Within ninety (90) days of discharge from active duty or within one year if hospitalized after discharge, reemployment may be pursued with the Office of Human Resources and every attempt will be made to offer a position comparable in status and pay to the former University job, providing the employee retains the proper credentials. Service with the University will be considered continuous from the date of the original employment. The returning veteran may not be discharged without cause for a one year period from rehire.

# ARTICLE XIV

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## BENEFITS

[Vacation](#)

[Holidays](#)

[University Benefits and Programs](#)

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### **A. Vacation**

During the first year of employment, vacation time is earned from the employee's date of employment through the following June 30th. Thereafter it is earned from July 1st through the following June 30th. Vacation earned during this period may be taken when earned with the supervisor's prior approval except during the probationary period. During the first three (3) months of the probationary period, an employee may not use vacation. If the probationary period has been extended for grades D-F, an employee may use up to five (5) vacation days during the last three (3) months of the probationary period. If an employee has additional accrued vacation, up to five (5) additional days may be taken with approval of the supervisor. Such approval shall not be unreasonably withheld. Reasonable notice shall be given for vacation requests by employees.

Vacation allowances are based on fiscal year of service as follows:

1. One year of service: 22 working days per year.
2. Less than one year of service, vacation allowance computed as follows:

.424 X (number of weeks worked through June 30th) = vacation days earned.

Part-time employees' vacation days shall be computed as follows:

1. Part-time employees working the same number of hours each day, five (5) days each week, shall receive the full vacation allowance of twenty-two (22) vacation days, paid at the employee's regular part-time salary rate. For example, in one fiscal year of service an employee working four (4) hours each day, five (5) days each week, shall have accumulated twenty-two (22) vacation days at four (4) hours per day, or eighty-eight (88) hours of vacation time.

Such part-time employees with less than one full year of service shall receive vacation time computed according to the following formula:

$$.424 \times (\text{number of weeks worked through June 30}) = \text{vacation days earned.}$$

2. Part-time employees working less than a five (5) day work week, and/or a different number of hours each work day, shall receive vacation time paid at the employee's regular part-time salary rate, computed on an hours basis according to the following formula:

$$\frac{(\text{schedule of hours per week}) \times 3.074^* \times (\text{number of weeks worked})}{36.25} = \text{vacation hours earned}$$

\*3.074 = number of vacation days earned in one full-time week  
(.424) X number of hours in one full-time work day (7.25).

After completion of the probationary period, earned vacation days are retroactive to the date of hire. Probationary employees are not compensated for accumulated vacation upon termination.

Employees shall receive their regular rate of pay during a vacation. Choice of vacation days may be worked out by each work unit and should reflect the consensus of the work group with the supervisor's approval. Choice may be based on work unit seniority, rotation, first come, first served, or an employee exchange of dates. This list is not all inclusive, but simply suggests some methods which the groups may choose to adopt. If no consensus is reached, a choice of vacation days will be based on the work unit seniority. For seniority to be honored in scheduling vacation days, vacation notice must be made at least 30 calendar days in advance. Supervisors will respond to vacation requests within a reasonable period of time.

The vacation allowance earned in one fiscal year may not be carried over beyond June 30th of the succeeding year.

At termination an employee will receive full pay at the employee's current rate for all unused vacation days.

When a University holiday falls within an approved vacation period, it is not to be counted as a vacation day. If an employee becomes ill during a vacation period, the employee may request that the portion of the vacation during which the employee was ill be converted from vacation time to sick leave. In order to be eligible for such conversion of vacation to paid sick leave, the employee must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in the immediate family while an employee is on vacation, death in the family leave time may be taken instead of vacation time. Employees do not earn vacation time while on leave of absence without pay.

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## **B. Holidays**

There are eleven (11) paid holidays annually. Nine (9) holidays are designated by the Office of Human Resources in a yearly holiday schedule and the two remaining days are optional and may be taken with the prior approval of the supervisor. The University shall have the right to designate one of the holidays as an optional holiday for a particular year. All regular full-time employees of the bargaining unit will receive their usual pay for designated holidays. All regular employees who have a work schedule of five (5) days per week which does not include the designated holiday will receive an additional optional holiday in lieu of that day. Any regular part-time employees who work less than five (5) days per week will have the number of holidays for which they are eligible prorated to their percent duty time. Designated holidays which occur during a sporadic absence or a vacation period are to be considered holidays rather than sporadic absences or vacation. Employees are not eligible for holiday pay during a period of temporary disability, worker's compensation or a leave without pay.

**Optional Holidays** - All regular employees of the bargaining unit, full-time and part-time, will receive their usual pay for an optional holiday. Optional holidays must be taken in the fiscal year in which they are given. Unused optional holidays will not be paid for at termination. Employees hired July 1st through December 31st will be granted two optional holidays for the fiscal year of hire; employees hired January 1st through June 30th will be granted one optional holiday for the fiscal year of hire. Probationary employees will be allowed one (1) optional holiday during the probationary period.

## **C. University Benefits and Programs**

For the duration of this Agreement the University shall continue to provide the benefits or equivalent or better benefits as contained in the following University programs, plans or policies.

1. Faculty/Staff Education Assistance/Tuition Grant Program
2. Faculty and Staff Children's Base Loan Program
3. Faculty and Staff Children's Supplemental Loan Program
4. Pension Plan
5. Housing Program
6. Continuing Education Program
7. Health Insurance Plan
8. Temporary Disability Leave (**\*Please note change in Notification and Documentation Requirements below**)
9. Long-Term Disability
10. Group Life Insurance Program/Accidental Death & Dismemberment
11. Business Travel Accident Insurance
12. Supplemental Retirement Annuities
13. Workers' Compensation



The University shall notify and meet with the Union to discuss major benefit changes at least two months prior to implementation. If the Union disagrees with any changes it may initiate a grievance at Step 3 of the grievance and arbitration procedure.

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### ***\*Temporary Disability Leave Notification and Documentation Requirements***

Employees and their health care providers, department supervisors, the Office of Occupational Medicine and the Office of Human Resources are jointly responsible for ensuring that the required paperwork is processed in a timely manner so that there is continuation of appropriate salary.

Employees must:

- Notify their supervisors of their absence from work as soon as possible to ensure appropriate charging of time and to allow the supervisor to plan for the absence;
- Work with the health care providers to make sure that the medical verification of the temporary disability is sent to the Office of Occupational Medicine promptly and as required. Employees who have not submitted appropriate documentation to support their application for temporary disability leave will have their time out of the workplace charged, with supervisory approval, to sporadic time, vacation time, or leave of absence without pay, until documentation from the health care provider has been received, reviewed, and approved. If an employee or his/her health care provider fails to provide documentation by the end of the third week of absence, the University shall notify the employee by certified mail that failure to respond within five (5) working days of the receipt of the letter may result in termination. In the event that termination does occur, the employee may appeal the case and explain special circumstances which affected his/her case;
- Report their return to work status to their supervisor on a weekly basis. If the employee is physically or mentally incapacitated due to illness or accident, the report may be made by a designee;
- Ensure that during the course of the disability, required reports and updates are also sent to the Office of Occupational Medicine promptly. Failure to receive the required medical documents can result in the denial of disability pay to the employee.

# ARTICLE XV

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## MISCELLANEOUS

[Savings Clause](#)  
[Correction of Paycheck Errors](#)  
[Library Borrowing Privileges](#)  
[Extreme Weather](#)  
[Copies of This Agreement](#)  
[Labor Management Meetings](#)

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### **A. Savings Clause**

In the event any Federal or State law or regulation having the effect of law, or the final decision of any court or board of competent jurisdiction, directly or indirectly affects any one or more practices, or provisions of this Agreement, the practices or provisions so affected shall be made to comply with the requirements of such law, regulation, or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect. The parties agree to discuss any adjustments which need to be made for compliance and to discuss, if necessary, any substitute article, section, or portion thereof.

### **B. Correction of Paycheck Errors**

The University shall correct and adjust any errors in an employee's paycheck within the immediately succeeding pay period after appropriate notice is received in the Payroll Section. The "immediately succeeding pay period" will be determined giving due consideration to regular payroll processing cutoff dates. A list of these dates will be made available to the Union.

### **C. Library Borrowing Privileges**

Borrowing privileges include loans, renewals, recalls, holds and traces. All categories of borrowers are subject to fines. Library electronic resources are fully accessible at library public access computer stations, within the confines of campus computer use guidelines and licensing agreements.

Library employees shall not have a reduction in borrowing privileges currently enjoyed unless such reduction is applied equally to other categories of borrowers who currently enjoy the same borrowing privileges as library employees.

#### **D. Extreme Weather**

When regularly scheduled work hours are reduced as a result of extreme weather conditions, either through a release from work or a delayed opening, employees who are at work shall be compensated for a normal work day. Only those employees who are required to work (provide necessary services) when other employees are released from work shall be provided with equivalent time off at a later date. The University will promptly inform all work units in the library whenever regularly scheduled work hours are reduced.

When the University schedules a delayed opening, special announcements will be made over the local radio stations as early as possible. Only those employees who are required to work (provide necessary services) when other employees may arrive late to work shall be provided with equivalent time off at a later date. Employees who arrive prior to the adjusted starting time shall not be required to begin work until the adjusted starting time. But those employees who choose to remain in the work place will be required to work.

#### **E. Copies of This Agreement**

The University shall print and supply the Union with sufficient copies of this Agreement, at the earliest possible date (preferably within thirty (30) calendar days after the signing of the Agreement), to be distributed to all present employees and to future employees employed during the term of this Agreement. The Union shall distribute copies of this Agreement to all present employees. The University shall supply copies of this Agreement to new employees at the time they are hired.

#### **F. Labor Management Meetings**

The University and the local Union officers or designees shall meet on a monthly basis, unless there is mutual agreement to cancel or reschedule the meeting, for the purpose of reviewing the administration of the Agreement and to discuss other matters of mutual interest. This may include issues of perceived harassment of an employee which in the view of the union or management is determined to be a verifiable, documented action which creates an atmosphere

which, by reasonable standards, intimidates, threatens, or is hostile to an individual or group of individuals. These meetings are not intended to by-pass the grievance procedure nor to be considered collective bargaining meetings, but rather are intended as a means of fostering good employment relations through communication between the parties.

Either party may submit a written agenda of topics to be discussed at least one week prior to such meetings. If such meetings are held during working hours, the Union representatives shall be granted time off to attend without loss of pay.

## ARTICLE XVI

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### MANAGEMENT RIGHTS

Unless specifically limited by express language of this Agreement, the University retains all of the power, rights, functions and responsibilities and authority to carry out its educational mission, to undertake all related supporting functions and direct its employees, which belonged to the University prior to the Union's certification. Unless specifically limited by express language of this Agreement, the rights reserved to and retained by the University but by no means wholly inclusive, are the right to hire; to assign duties to the work force, to assign or transfer temporary or permanent employees to other classifications as operations may require; to determine the number of and type of employees required including part-time, temporary and student employees; to introduce new or improved methods, machinery or facilities; and in all respects to carry out the ordinary and customary functions of management.

## ARTICLE XVII

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## NO STRIKE/NO LOCKOUT

The University agrees that there shall be no lockouts during the term of this Agreement. No employee shall suffer any loss of pay or seniority as a result of any breach of the above provision.

Neither the Union nor any employee shall engage in any strike, sympathy strike, work stoppage, concerted slowdown, refusal to cross any picket line established at Princeton University, or interrupt work in any other way.

Any employee engaging in activity prohibited by this Section may be subject to termination or other disciplinary action. Employees may grieve discharge or disciplinary actions taken pursuant to this section only as to whether the affected employee(s) did not in fact engage in any activity in violation of the Section. Further, for any employee who in fact did participate in any activity in violation of this section, and if such violation is the employee's first such offense, occurring after the date of this Agreement, then the employee or the Union may use the grievance and arbitration provisions of this Agreement with respect to any discipline which may have been imposed upon the employee by the University for her/his participation. Discipline imposed upon any employee for her/his second or subsequent such offense during the term of the employee's employment and after the date of this Agreement shall not be subject to arbitration. However, the limitation on discipline during the first or second day of violation in the following paragraph shall not apply for any employee for the second or subsequent offense during her/his employment and after the date of this Agreement.

The University shall notify the Union of any violation of this Section. Notification to the Union may be given to Union officials or stewards or to AFSCME Council No. 73. The Union officials and stewards shall make every effort to prevent employees from carrying out activity which is in violation of this Section. Discharge of employees for engaging in activity in violation of this Section pursuant to the preceding paragraph shall not take place until after the first full workday of such activity for those employees.

The maximum discipline under the preceding paragraph on the first or second work days referenced above shall be a suspension not to exceed ten (10) days. Such suspended employee shall be reinstated in the same position with no loss of seniority. No damage action shall lie against AFSCME Council or the International Union unless officials of those organizations participate in or condone violations of this Section.

In the event of an alleged breach of this provision the University may proceed with expedited arbitration by filing with the American Arbitration Association a

notice of alleged breach of this provision with a copy to the Union. The American Arbitration Association shall appoint an impartial arbitrator within twenty-four (24) hours of receipt of such notification and a hearing shall be held within twenty-four (24) hours of the appointment of the arbitrator. Such arbitrator shall have authority to issue a cease and desist order directing that any activity in violation of this Section be ended with an opinion to substantiate such award to follow subsequent to the award issuance. Nothing in this paragraph shall mean the University waives any other remedies which might be available to it.

## ARTICLE XVIII

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### NEGOTIATIONS

The University and the Union acknowledge this to be their complete Agreement and inclusive of all negotiable issues whether or not discussed in bargaining preceding this Agreement and hereby waive any right to further negotiations on any issues presented or not presented in the negotiations or covered or not covered by the Agreement. This provision shall not apply when the parties mutually agree to the contrary or when a specific provision of this Agreement provides to the contrary.

## ARTICLE XIX

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### DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1998, and shall continue in full force and effect up to and including June 30, 2002, and shall continue from year to

year thereafter, unless written notice shall be given by either party to the other of its desire to renegotiate the Agreement at least 60 days prior to the end of the current term or prior to the end of any subsequent year.

### **Letter of Understanding**

The University and the AFSCME Princeton University Library Assistants agree to the following:

1. During the first year of the contract negotiated for the period July 1, 1998 through June 30, 2002, the Labor-Management Committee will meet to discuss and recommend to the Library administration a plan for the implementation of the pay for performance program which will be the basis for the July 1, 2000 and July 1, 2001 salary increases.
2. The Labor-Management Committee will work with the Compensation department to survey Library support positions midway through the '99-'00 fiscal year. If the results of that survey demonstrate that there are positions which are obviously below the defined labor market, either union or management may request a wage reopener within 60 days of June 30, 2000.
3. The Labor Management Committee will review any policy changes or new issues which have an effect on the workplace. If either party believes a particular change requires it, the party may request a contract reopener within 60 days of June 30, 2000 on that particular policy or issue.