

AGREEMENT  
between  
PRINCETON UNIVERSITY  
and  
PRINCETON UNIVERSITY  
LIBRARY ASSISTANTS/  
AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
LOCAL 956, AFL-CIO

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JULY 1, 2007 — June 30, 2011

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## **ARTICLE I AGREEMENT**

This Agreement entered into this November 29, 2007 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 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 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 below 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. In the case of ReCAP full time regular employees are employees filling approved, budgeted, continuing positions on the regular payroll who work 40 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. In the case of ReCAP part time regular employees are employees filling approved, budgeted, continuing positions on the regular payroll who work less than 40 hours but more than eighteen and twenty (20) 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  
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, disability unrelated to job requirements, Union membership, or Union activity. 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.

The Standards of Conduct as outlined in Working at Princeton (A handbook for Administrative and Support Staff) shall apply to employees covered by the collective bargaining agreement.

**ARTICLE V  
WAGES AND CLASSIFICATION**

**A. PROMOTIONAL INCREASES**

Employees who are promoted shall receive an increase of 7% for a one grade promotion, 13% for a two grade promotion, or 19% for a three grade promotion. These Increases shall not exceed the maximum of the salary grade to which the employee is being promoted.

**B. WAGE RANGES**

Effective July 1, 2007\*, the salary ranges for each pay grade will be as follows:

Level (Grade)	Job Code	Job Title
1 (B,C)	4100	Libr. Clerical Asst.
	4250	Spec.Coll. Asst. I
	4180	Conservation Asst.
	4380	Libr. Off. Asst. II
	4480	Library Secretary
2 (D)	4200	Prebindery Asst.
	4280	Conservation Tech. I
	4340	Receipts Asst.
	4400	Spec. Coll. Asst. II
	4450	Libr. Unit Coordinator
	4390	Libr. Repr. Sp/Micro
	4640	Libr. Repr. Sp/Dup

- 4861 Computer Support Asst.
- 3 (E)
  - 4520 Sr. Libr. Secretary
  - 4540 Libr. Off. Asst. III
  - 4700 Fin. & Off. Svcs. Asst.
  - 4840 Bibliographic Spec.
  - 4510 Sp. Coll. Asst. III
  - 4980 Conservation Tech. II
- 4 (F)
  - 4650 Spec. Coll. Asst. IV
  - 4850 Sr. Bibliographic Spec.
  - 4870 Libr. Secretary Spec.
  - 4880 Sr. Conservation Tech.
- 5 (G)
  - 4900 Sr. Bibliographic Spec.
  - 4910 Spec. Coll. Asst. V  
Reserves/ Gen. Periodical Svcs.
  - 4921 Coord.
  - 4933 Data Services Coordinator
  - 4940 Sr. Fin. & Off. Spec.
  - 4980 Conservation Tech II  
Digital Imaging Technician  
Senior Library Secretary  
Inter Library Services Coordinator

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$37,800.00	\$20.05	\$47,250.00	\$25.07	\$56,700.00	\$30.08
4	1,500-1,799	\$34,800.00	\$18.46	\$43,500.00	\$23.08	\$52,200.00	\$27.69
3	1,300-1,499	\$32,445.00	\$17.21	\$40,530.00	\$21.50	\$48,720.00	\$25.85
2	1,100-1,299	\$30,870.00	\$16.38	\$38,640.00	\$20.50	\$46,305.00	\$24.56
1	0-1099	\$29,400.00	\$15.60	\$36,750.00	\$19.50	\$44,100.00	\$23.40

ReCAP (40 hour work kweek)

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$41,704.00	\$20.05	\$52,130.00	\$25.07	\$62,566.00	\$30.08
3	1,300-1,499	\$35,797.00	\$17.21	\$44,720.00	\$21.50	\$53,768.00	\$25.85
1	0-1099	\$32,441.00	\$15.60	\$40,551.00	\$19.50	\$48,662.07	\$23.40

July 1, 2008\*

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$38,934.00	\$20.65	\$48,667.50	\$25.82	\$58,401.00	\$30.98
4	1,500-1,799	\$35,844.00	\$19.01	\$44,805.00	\$23.77	\$53,766.00	\$28.52
3	1,300-1,499	\$33,418.35	\$17.73	\$41,745.90	\$22.15	\$50,181.60	\$26.63
2	1,100-1,299	\$31,796.10	\$16.87	\$39,799.20	\$21.12	\$47,694.15	\$25.30
1	0-1099	\$30,282.00	\$16.07	\$37,852.50	\$20.09	\$45,423.00	\$24.10

ReCAP (40 hour work kweek)

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$42,955.12	\$20.65	\$53,693.90	\$25.82	\$64,442.98	\$30.98
3	1,300-1,499	\$36,870.91	\$17.73	\$46,061.60	\$22.15	\$55,381.04	\$26.63
1	0-1099	\$33,414.23	\$16.07	\$41,767.53	\$20.09	\$50,121.93	\$24.10

July 1, 2009\*

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$40,102.02	\$21.27	\$50,127.53	\$26.60	\$60,153.03	\$31.91
4	1,500-1,799	\$36,919.32	\$19.58	\$46,149.15	\$24.49	\$55,378.98	\$29.38
3	1,300-1,499	\$34,420.90	\$18.26	\$42,998.28	\$22.81	\$51,687.05	\$27.42

2	1,100-1,299	\$32,749.98	\$17.38	\$40,993.18	\$21.75	\$49,124.97	\$26.06
1	0-1099	\$31,190.46	\$16.55	\$38,988.08	\$20.69	\$46,785.69	\$24.83

ReCAP (40 hour work kweek)

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$44,243.77	\$21.27	\$55,304.72	\$26.60	\$66,376.27	\$31.91
3	1,300-1,499	\$37,977.04	\$18.26	\$47,443.45	\$22.81	\$57,042.47	\$27.42
1	0-1099	\$34,416.66	\$16.55	\$43,020.56	\$20.69	\$51,625.59	\$24.83

July 1, 2010\*

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$41,305.08	\$21.91	\$51,631.35	\$27.39	\$61,957.62	\$32.87
4	1,500-1,799	\$38,026.90	\$20.17	\$47,533.62	\$25.22	\$57,040.35	\$30.26
3	1,300-1,499	\$35,453.53	\$18.81	\$44,288.23	\$23.49	\$53,237.66	\$28.25
2	1,100-1,299	\$33,732.48	\$17.90	\$42,222.97	\$22.40	\$50,598.72	\$26.84
1	0-1099	\$32,126.17	\$17.05	\$40,157.72	\$21.31	\$48,189.26	\$25.57

ReCAP (40 hour work kweek)

Job Level	Alternative 1 Point Range	Minimum	Hourly	Midpoint	Hourly	Maximum	Hourly
5	>=1,800	\$45,571.09	\$21.91	\$56,963.86	\$27.39	\$68,367.56	\$32.87
3	1,300-1,499	\$39,116.35	\$18.81	\$48,866.75	\$23.49	\$58,753.75	\$28.25
1	0-1099	\$35,449.16	\$17.05	\$44,311.17	\$21.31	\$53,174.36	\$25.57

Base rate for temporary/casual workers is 3% less than the appropriate grade/title minimum - (Range minimum times .97, rounded)

Effective on or about July 1, 2008\*, July 1, 2009\*, July 1, 2010\* the salary ranges for each pay grade will increase by 3%.

Employee salaries will be increased on or about July 1, 2007\*, July 1, 2008\*, July 1, 2009\*, July 1, 2010\* by 3.5%.

\*Or, the date University biweekly increases are generally effective.

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

The Library may hire employees between the minimum and midpoint of the salary ranges for the position level. In the event that a candidate will be placed above the midpoint of the salary range, the Human Resources Librarian or designee will notify the Union President or designee 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.

#### D. ANNUAL LENGTH OF SERVICE SALARY ADJUSTMENT REVIEW

Employees with 10 years of service and 5 years in the same pay grade, upon consideration of a variety of factors may be brought to the midpoint of the employees' respective range if not already there. Employees with 20 years of service and 5 years in the same pay grade, upon consideration of the same factors may be brought to the 3/4 point. The analysis will consider the last two (2) performance reviews and good compensation analytical information which will be shared with PULA. If there are inequities based on the review, the employee will be moved to the midpoint or 3/4 point as appropriate. In the event an employee is denied the increase, any denial will be deemed grievable. The Human Resources Librarian and the Director of Labor Relations will meet with PULA representatives to discuss findings.

E. A 2% in-grade adjustment may be appropriate (for all employees below maximum) in cases where reclassification is not warranted or approved. Employees would earn the 2% in-grade adjustment for growth in job responsibilities evidenced by: 30% or more of their job responsibilities change and these responsibilities are considered at a higher more complex level. The employee should also meet the competencies of their position. The mechanism for measuring this shall be: an increase of at least 30% in the respective point range (example, Level 1, 0-1099, previous score 500, new score 830). Employees shall not receive adjustments that result in their salaries being above the range maximum.

## **ARTICLE VI UNION RIGHTS**

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 her/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. Union dues will be deducted once a new bargaining unit employee successfully completes the first 90 day probationary period. 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 provide the Union Secretary with a record of new hires, salary information, promotions, transfers, terminations, leaves of absence in excess of thirty (30) days duration, copies of discipline issued to bargaining unit members and disabilities in excess of eight (8) calendar days for all bargaining unit members including those who work at the Library, and the ReCAP facility and a list of bargaining unit term and casual employees. The new salary information will be provided to the Union Secretary every 4-6 weeks.

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, 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.

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.

The University shall provide a listserv as well as server space for a web page, both to be managed by the Union in accordance with University policy. The University shall also provide a University account which the Union might use for purchases or rental of University property. All costs incurred by the use of this account are the responsibility of 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 INFORMAL DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **A. 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.

### **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. This oral decision may also be in writing.

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.

#### C. STEWARDS

The Union will identify nine (9) stewards (one will be added based on ReCAP

facility) 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 SENIORITY, PROMOTIONS, JOB POSTING, RECLASSIFICATIONS**

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. (ReCAP forty hours (40) 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) working 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, ReCAP twenty (20) 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.

In accordance with Article XVI, Management reserves the right to transfer employees when it deems necessary to do so to ensure the smooth and efficient operation of the various departments within the Library. No probationary periods will apply to transfers which are initiated by Management. In addition, no pay decrease will result if such transfer is to a lower-rated position.

Transfers which are requested by an employee or by the Union on behalf of an employee for any reason and which Management finds that it can accommodate after due consideration and consultation will require the successful completion of a new probationary period in accordance with Article IX, Section H. Such transfers may also result in a decrease in pay if the new position is a lower-rated position. When an employee requests a transfer and Management determines that a transfer is necessary, then such transfer shall occur without any reduction in pay to the affected employee. A probationary period will not apply in this instance either.

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) calendar 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 CLASSIFICATION/RECLASSIFICATION**

1. In the event that a substantive change occurs in the duties and/or responsibilities of any bargaining unit position, a request for reclassification may be initiated by the position employee, the position's supervisor, the Union, or the University. Such signed written request should be directed to Library Human Resources, and should include specific information on the changes that are the basis for the reclassification request. Upon receipt of such a request, Library Human Resources will forward a copy to the Union.
2. Upon receipt of such request, Library Human Resources or designee will initiate a job evaluation. The evaluation will be based on the compensable factors weightings developed by Mercer Human Resource Consulting:

Factor	Maximum Points for Factor	Maximum Points as Percentage of Total Points	# of Points Per Response
Employment/Occupational Skills	500	25.00%	100.00
Complexity of Problem Solving	350	17.50%	87.50
Decision-Making	350	17.50%	70.00
Specialized Knowledge	300	15.00%	75.00
Initiative	250	12.50%	50.00
Leadership (Functional/Supervisory/Technical)	150	7.50%	30.00
Communication Skills	80	4.00%	20.00
Organization Knowledge	20	1.00%	5.00
Total	2000	100%	

The job evaluation will include discussions with the employee, supervisor, and may include a job audit as necessary to develop a comprehensive understanding of the job content and the basis for the reclassification request. During the review process, should the employee or the Union request it, a meeting will be scheduled by Library Human Resources or

designee with the Union and affected employee. At such meeting, the Union and the employee may present such information and data in written or verbal form as they deem appropriate.

3. Requests will be reviewed on a quarterly basis. The deadline submission date for reclassification request will be the first Monday of March, June, September and December. Within twenty (20) days (minus weekends and holidays) of the request, Library Human Resources or designee will make a determination as to whether the requested reclassification shall be approved and shall convey to the Union and the employee a written determination with regard thereto.
4. The University shall not unreasonably deny any such request for reclassification.
5. In the event of a denial, Library Human Resources will provide within five (5) working days a written statement (sent either hard copy or by e-mail) of the reasons to the Union and the employee. Within 5 days of the written statement the employee and/or Union may request a meeting to discuss the denial.
6. In the event of a denial, the Union may appeal the decision of Library Human Resources by written notice within 5 days of the notice or 5 days after the meeting with Library Human Resources to the Director of Labor Relations. The Director of Labor Relations shall render a final written determination within ten (10) working days after receipt of the grievance and forward such decision to the Union. In the event a denial is overturned, the bargaining unit member will be compensated retroactive to the date of the original request.
7. In the event that the University determines that a bargaining unit position should not be reclassified, Library Human Resources may consider an in-grade adjustment (as specified by Mercer Human Resource Consulting) based on demonstration of key competencies, experience and salary competitiveness with midpoint (see Article V section E).
8. In the event that a bargaining unit member's position is reclassified, such bargaining unit member shall receive an appropriate adjustment in compensation. In no event will a bargaining unit members increase as a result of a reclassification exceed the maximum salary specified in the wage article of this agreement.

## **ARTICLE IX WORKING CONDITIONS**

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. At ReCAP the work week shall consist of 40 hours for all full-time employees and at least twenty (20) 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 schedules <<http://www.princeton.edu/hr/policies/conditions/514.htm>> applies to members of the bargaining unit. The Union and Management agree that employees allowed flexible schedules will nevertheless adjust their work schedules as necessary to accommodate attendance at unit, division, department, and library meetings as well as training sessions which occur during normal business hours. Employees with flexible schedules shall receive two working days notice of all such meetings and training sessions so they can adjust schedules. It is understood that emergency situations giving rise to the need for meetings may occur from time to time and that in such a case notice of one working day for the meeting must suffice. It is also recognized that such meetings and training sessions are integral to the conveyance of critical information and the development of staff pursuant to the Library's fulfillment of its mission, and staff will make every reasonable effort to attend.

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.

University policy (7.21 Overtime Pay) shall be used for overtime compensation, specifically:

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. When employees work six days in the same defined workweek, they will be compensated for any hours worked on the sixth day at the rate of one and a half (1.5X) time their base rate of pay, provided they have been compensated for the required 40 hour or 36 ¼ normal work schedule.
4. Hours worked on the seventh (7<sup>th</sup>) consecutive day worked in one work week will be paid at double the straight time rate.
5. 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.
6. 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 or administrative transfer, 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, or for which they meet the minimum qualifications as specified in the position description agreed upon and signed off on by the supervisor and employee previously in that position. Employees who receive "meets expectations" or higher on the overall evaluation for the year prior to transfer, who are recalled to a job for which they meet the minimum qualifications as specified by the job description and for which the duties are substantially similar to the duties performed prior to the layoff, will not have to serve a probationary period. In the event that an employee is transferred to a position of

lower pay grade, that employee will retain his/her former salary for the length of the employee's notice period as set forth in the layoff schedule of Article IX, Section D. 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.

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

**Number of Months of**

<b>Years of Service</b>	<b>Regular Base Pay</b>
1st year including probationary period	1
2nd and 3rd years	2
4th and 5th years	3
6th and 7th years	4
8th thru 10th years	5
11th thru 15th years	6
16th thru 20th years	8
21st +	12

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.

F. 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.

G. 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.

H. 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

<<http://www.princeton.edu/hr/policies/conditions/524.htm>>, 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 judgment 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 continues 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).

**I. PROBATIONARY PERIOD** The first three (3) months of employment shall be considered a probationary period; however, for pay grades 3 through 5, 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 shall receive the reason for the extension in writing, and notification of extension shall be given to both the employee and the Union after the second month, and before the twelfth week of the initial probationary period. Except as referenced in Article VIII Section B, employees being promoted or transferred will serve a 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.

#### **J. 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.

#### **K. 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 SAFETY AND HEALTH**

#### **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.

#### C. WORKPLACE ENVIRONMENTAL CONDITIONS

Employees shall not be required to work when temperature levels are unusually high or low, or when any other extreme environmental condition occurs in the work area. Should such a situation arise, an Executive Council member 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 LIBRARY EDUCATION AND TRAINING**

The University Library will have an extensive staff training and development program. The program will fall under the Library Human Resources Office and will be the primary responsibility of the Library Staff Training and Development Coordinator.

The Library Staff HR Officer (or designee) will work with Department Heads, Library Managers, supervisors, and the Library Education and Training Committee (LETC) to assess organizational, operational, unit and individual needs for training.

The Library Staff HR Officer (or designee) will be responsible leading the Library Education and Training Committee (LETC). The LETC will assist the Library Staff HR Officer (or designee) in developing programming, marketing, reviewing attendee feedback and in maintaining statistical data on program attendance. The Library Staff Human Resources Officer (or designee) will collaborate with the LETC in the preparation of a comprehensive annual report on Staff Training and Development activities during the year which will be sent to the University Librarian.

The committee membership shall consist of (4) bargaining unit staff who are appointed by PULA and (4) professional and/or supervisory staff who are appointed by Library Administration. Members serve a two-year term, with the option of serving a second consecutive term. To maintain continuity two members will leave the committee at the beginning of each academic year. Past members may substitute for current members may substitute for a current member who has to leave the Committee for unplanned reasons.

It is important to note that training is an activity that is used to develop or enhance an employee's job related skills in the position they are currently holding or to assist the employee in the advancement of his or her career. Attendance at training is normally granted at the discretion of the employee's supervisor or manager and will also be subject to the needs of the work unit. The immediate supervisor or manager is in the best position to determine the job-relatedness of the training and is responsible for planning, scheduling and allocating resources during attendance.

Supervisors are strongly encouraged to support employee attendance at training. Particular emphasis should be placed on attendance at those training activities which enhance the employee's job skills in their current position or which help the employee to advance his or her career at the library.

The Library recognizes that it is a large, complex and geographically dispersed organization and that tours of the Princeton University library areas (including the ReCAP facility) are an important way of orienting employees to the organization or to their positions. Therefore, bargaining unit employees may attend tours during the course of the year that are sponsored by the Library Human Resources Officer (or designee) as training.

Bargaining unit staff shall be allowed to attend at least one training activity per month provided the training activity is directly related to enhancing job skills, provides orientation to a facility or area that is directly related to the employee's work or furthers their career development at the library.

Attendance at all non-job related training activities (i.e. poetry readings, lectures etc.) during the work day will require prior approval of the employee's supervisor. In addition, the employee will be required to use vacation or some other form of personal time to attend.

## **ARTICLE XII LEAVES OF ABSENCE WITH PAY**

A. SPORADIC ABSENCES Employees are allowed up to eight (8) paid sick days (58 hours, 64 hours for ReCAP employees) 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. An employee will not be compensated for unused sick days. Beginning July 1, 2005, sick days unused in one fiscal year may be carried over into the next one. The maximum number of available sick days at any time may not exceed sixteen (16).

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 (at ReCAP sixteen [16 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, attending seminars or participating in workshops 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**  
**LEAVES OF ABSENCE WITHOUT PAY**

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" <<http://www.princeton.edu/ur/policies/leaves/331.htm>> 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  
BENEFITS**

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 use one (1) earned vacation day. Upon termination, probationary employees are not compensated for accrued vacation time. If the probationary period has been extended for Grades D-G, 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) days may be taken with approval of the supervisor. Such approval shall not be unreasonably withheld. Upon completion of the probationary period earned vacation days are retroactive to the date of hire. 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:  $.424 \times (\text{number of weeks worked through June 30th}) = \text{vacation days earned}$ .

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 hour's basis according to the following formula:

$$\text{Number of weeks worked} \times \text{schedule of hrs./week} \times 3.074^{\dagger} = \text{Vacation hours earned.}$$

36.25

ReCAP employees accrue vacation time up to a maximum of 22 days per year (176 hours). The accrual for ReCAP employees is 3.3846 hours of vacation per forty hour (40) work week (176 hours of vacation  $\div$  52 weeks per year).

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

<sup>1</sup>3.074 = (number of vacation days earned in one full-time week) = .424 (number of vacation days earned in one full-time week) x 7.25 (number of hours in one full-time work day).

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.

**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, with the exception of the mortgage program on the same terms and conditions as applicable for other University employees.

- 1 Faculty/Staff Education Assistance/Tuition Grant Program
- 2 Faculty and Staff Children's Base Loan Program
- 3 Pension Plan
- 4 Housing Program
- 5 Continuing Education Program
- 6 Health Insurance Plan
- 7 Temporary Disability Leave
- 8 Short and Long-Term Disability
- 9 Group Life Insurance Program/Accidental Death & Dismemberment
- 10 Business Travel Accident Insurance
- 11 Supplemental Retirement Annuities
- 12 Workers' Compensation (see Letter of Understanding, page 36)
- 13 Travel Reimbursement
- 14 Employee Child Care Assistance Program (ECCAP)
- 15 Death Benefit
- 16 Carebridge
- 17 Mortgage Program
- 18 Faculty/Staff Assistance Work/Life Programs

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.

#### **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 MISCELLANEOUS**

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 Princeton University is a residential community and, as such, is a unique employer. Activities related to teaching and research (including library and computer services), facilities support, housing, dining services and health and safety must continue as necessary on a seven day schedule. Because these services must be maintained, the University is always open. However, weather emergencies or other situations may result in the University delaying arrival time, or early dismissal of staff or areas being open with minimal staffing. As a result, it is important that all staff become familiar with the critical services and weather emergency policies; unit recall procedures and the process required for notification of staff.

All Library employees shall be informed annually by their immediate supervisors of:

- The provisions of the critical services and weather emergency policies
- Unit recall and call-in procedures (and)

- Minimal staffing requirements for their area

Normally this will occur each year at the start of the fall term or within 30 calendar days of being hired.

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

As a means of fostering good employment relations through communications between the parties, the University and the Union shall meet on a quarterly basis during the months of January, April, July and October. Grievances and/or Arbitrations shall not be discussed at Labor Management meetings.

The following guidelines will apply:

- The meetings may be scheduled for a maximum of two (2) hours
- Meetings may be postponed by either party with advanced notice
- Meetings will be held at mutually convenient times in an effort to minimize disruption to work flow and Departmental needs.
- Agenda items shall be submitted 10 working days prior to the meeting, to the extent they are known. A listing of agenda items will be provided 5 working days prior to the meeting, to the extent they are known.
- Minutes shall be taken during the meetings
- Draft of minutes and follow-up shall occur within 30 days of the meeting
- The meetings shall be collaborative in nature

In addition to the above, the parties may meet at other mutually agreeable times to discuss matters of mutual interest.

### **ARTICLE XVI 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**  
**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 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.

Any agreements made during the tenure of the contract in side letters, minutes of meetings, emails, memos, or any other form of agreement will expire with the current contract unless brought to the negotiations table for inclusion into the next contract.

### **ARTICLE XIX DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2007, and shall continue in full force and effect up to and including June 30, 2011, 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.