

COLLECTIVE BARGAINING AGREEMENT

Between

NORTH BRUNSWICK LIBRARY

And

I.U.P.C. & P.E. LOCAL 911

Effective

Jan. 1, 2003 thru Dec. 31, 2005

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THIS AGREEMENT made this ____ day of _____, 2005, by and between North Brunswick Township Library, located at 880 Hermann Road, North Brunswick, , New Jersey, hereinafter referred to as the "EMPLOYER" and LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES located at 660 Mantoloking Road, Brick, New Jersey, hereinafter referred to as the "UNION".

WITNESSETH;

WHEREAS, the Union has been recognized by the Employer as the majority representative bargaining agent for all regularly employed professional and non-professional white collar employees, including librarians, library assistants and clerical employees, employed by the North Brunswick Public Library; and

NOW, THEREFORE, in consideration of the promises and of mutual covenants and agreements hereinafter contained, IT IS AGREED AS FOLLOWS:

ARTICLE 1
UNION RECOGNITION

1. The employer hereby recognizes the Union as the majority representative bargaining agent on behalf of all regularly employed professional and non-professional white collar employees, including librarians, library assistants and clerical employees, employed by the North Brunswick Library.

2. The term "employee" shall embrace all production service employees.

ARTICLE 2
UNION SECURITY

The Employer agrees it will give effect to the following form of Union Security:

All present employees who are members of the Union on the effective date of this Agreement can remain members in good standing by payment of the regular monthly dues. All present employees who are not members of the Union will pay a Representation Fee as set forth herein.

It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed they have the chance to join the Union after a 90 day probation period. At such time if an employee chooses not to join He or She will pay to the Union a Representation Fee. The Library will notify the Union of any newly hired employees within 30 days of their starting date.

In the event of a change in the law during the term of this Agreement the Employer agrees that the Union will be entitled to receive the maximum security allowed by law.

Consistent with and subject to the provisions of this Section and the Labor-Management Relations Act of 1947, as amended, all work shall be done by bargaining unit members. This paragraph is not applicable to the executive officers. Also this restriction shall not apply to the number of supervisory personnel working as such at the time of signing this Agreement. It is understood that these individuals will work on the floor the same as the other employees.

REPRESENTATION FEE: If an employee does not become a member of LOCAL 911 during any membership year from Jan. 1 through Dec. 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to LOCAL 911 for that membership year.

Prior to the beginning of each membership year, Local 911 will notify the Library in writing of the amount of the regular membership dues which are to be paid that year. The Representation Fee will be equal to eighty-five {85%} percent of that amount. Local 911 will submit to the Library a list of employees who have not become members so the full amount of the representation fee can be deducted and transmitted to Local 911. The library will deduct the Fee in equal installments from the paychecks beginning with the second check after receiving the list.

If an employee who is required to pay a Representation Fee terminates his or her employment before Local 911 receives the full amount to which it is entitled under this Article, the Library will deduct the unpaid portion from the last paycheck of said employee.

Local 911 hereby agrees to indemnify, defend, and save harmless the North Brunswick Library from any claim, suit or action, or judgements, including reasonable costs of defense which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction of the Representation Fee from the salaries of any employee under the provisions of this agreement.

ARTICLE 3. CHECK-OFF

Section 1. The Employer, after receipt of written authorization from each individual employee, shall deduct the initiation fees and dues from each Union member's pay check due to him/her on the first payday of each month, and shall transmit them, in alphabetical order, within a week, but not later than the 15th of the month, to the Union. Any member who does not receive a pay check on the first paycheck of the month will have dues deducted from the first pay check received that month. If no dues are deducted for the current month, a double deduction will be made the following month in order to bring the member up-to-date. Dues not already deducted for the current month must be deducted from the last pay check of a Union member when he/she leaves the employ of the Employer, or is discharged. The Employer agrees to forward the full name, address, and Social Security Number of any employee for whom initiation fee and dues are deducted. The Employer agrees to notify the Union monthly, when members are discharged,

granted leaves of absence, absent due to illness or injury, or leaves the employ of the Employer for any reason whatsoever.

Section 2. The Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues and proper amount of initiation fees.

Section 3. The Employer shall assume no obligation arising out of the provisions of this Article and the Union shall indemnify and hold the Employer harmless from deductions made by the Employer hereunder. After the funds have been remitted to the Union, the sole and exclusive obligation and responsibility for their disposition shall fall upon the Union.

ARTICLE 4.
GRIEVANCE AND ARBITRATION PROCEDURE

A. If, during the term of this Agreement, a grievance, dispute or controversy should arise between the Employer and the Union, or any of the employees covered by this Agreement as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work, but an earnest effort shall be made to settle such differences immediately. To that end, all grievances, disputes or controversies must be presented within five (5) days after they arise, or they shall be deemed to have been waived. In order to carry out the intent of the foregoing any differences that arise shall be settled in the order and manner as hereinafter set forth:

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

DEFINITION OF GRIEVANCE: shall mean an allegation that there has been:

A. A misrepresentation or misapplication of the terms of the Agreement.

B. Inequitable, improper, unjust, application of rules or regulations, existing policy, or orders applicable to the employees affecting terms and conditions of employment.

C. Disciplinary action.

STEP 1: The employee, or the employee and/or shop steward, shall first promptly take the matter up with the Director, and they shall endeavor or effect a satisfactory settlement. If they do not settle the controversy without delay, they shall, within five (5) working days reduce the grievance to writing.

STEP 2: The written grievance must be submitted to the Library Director on an approved form. A meeting shall be arranged within five (5) working days of the Directors response in Step 1. between representatives of the Library and Union. The Director shall give a written answer to the grievance to the Union within ten (10) working days after the meeting.

STEP 3: A. If the grievance is not resolved in the second step, the grievance shall be given to the Personnel Committee, pending resolution by the Board of Trustees. The board of Trustees shall give a written answer to the grievance to the Union within ten (10) working days after presentation of the grievance.

STEP 4: If the grievance is not resolved in the third step, either party may appeal the grievance to arbitration before an arbitrator selected in accordance with the rules and regulations of the New Jersey State Public Employment Relations Commission. The fees and expenses of the arbitrator shall be borne equally by the parties. Such procedure as outlined shall not apply in the case of unfair labor practice charge filed with P.E.R.C.

B. The award of the arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employee(s) involved.

C. The arbitrator shall not have the power or authority to add to, change or modify any of the provisions of this Agreement.

ARTICLE 5. EMPLOYEE RIGHTS

SECTION 1. The employees covered by this Agreement will have all of the rights granted under this contract.

SECTION 2. In the event of mutually scheduled meeting at time and places agreeable to both parties to this Agreement, the Library shall permit one (1) representative of the Union if on duty to conduct grievance conferences, negotiating sessions and hearings during the business day at no loss to regular straight time pay.

SECTION 3. A bulletin board shall be made available by the Library in the building for use by Local 911. Only material authorized by the signature of the Local 911 President or an authorized representative, shall be permitted to be posted, on such board.

SECTION 4. No employees shall be disciplined, discharged or reduced in compensation without just cause.

ARTICLE 6.
SENIORITY

Section 1. The Library shall establish and maintain a seniority list of employees, names and dates of employment from the date of last hire on a department basis, with the employee with the longest length of continuous service to be placed at the top of said seniority list. The name of all employees with shorter length of service shall follow the names of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of hire with the Employer.

Section 2. The first ninety (90) days of employment for all new employees will be considered a probationary period and if they prove unsatisfactory, they may be terminated at the discretion of the Employer during such period without appeal by the union. Upon completion of ninety (90) days of employment, employees shall be entitled to all the terms and conditions of this Agreement and be placed on the Seniority list.

ARTICLE 7
HOURS OF WORK

SECTION 1. This article is intended to define the normal working hours.

SECTION 2. The basic work week shall consist of five days, thirty-five (35) hours Monday through Sunday

SECTION 3. The basic work day shall be inclusive of a one hour lunch period, and two ten minute coffee breaks.

SECTION 4. All work performed in excess of forty (40) hours in any one week shall be paid at the rate of time and one-half.

SECTION 5. Employees may opt to receive comp time in place of overtime pay for all hours worked in excess of forty hours per week, with the approval of the Director. An employee may not accrue more than 240 hours of comp. time.

ARTICLE 8.
WAGES

Effective retroactive Jan. 1, 2003, all employees covered by this Agreement shall receive a three percent (3%) salary increase added to their base salary.

Effective retroactive to Jan. 1, 2004, all employees covered by this Agreement shall receive a three point two five percent (3.25%) salary increase added to their base salary.

Effective Jan. 1, 2005, all employees covered by this Agreement shall receive a three point five percent (3.5%) salary increase added to their base salary.

ARTICLE 9.
PART-TIME EMPLOYEES

SECTION 1. All part-time employees working a minimum of twenty (20) hours per week shall be entitled to the following pro-rated benefits:

20 hour work week = 7 sick days, 7 vacation days, 2 personal days.

30 hour work week= 11 sick days, 11 vacation days, 2 personal days.

- a. Annual vacation leave
- b. Annual sick leave
- c. Leaves of absence without pay
- d. Emergency and special leave
- e. Personal leave
- f. All part time employees who are regularly scheduled to work a holiday will get paid for it. {If you normally work mon.-wed.-fri. and the holiday is on wed. part-timer will get said holiday...etc...etc}

SECTION 2. Seasonal and temporary employees will not be entitled to any benefits as described above.

ARTICLE 10.
LONGEVITY

In addition to designated salary or hourly wages, all full-time permanent employees are eligible for additional longevity pay at the following rate retroactive to Jan. 1, 2003

Years of Service completed	Longevity Pay
5 Years	\$250.00
10 Years	\$500.00
15 Years	\$800.00
20 Years	\$1000.00
25 Years	\$1200.00

Longevity pay is to be effective on the July 1 or Dec. 1 following the anniversary date of employment.

ARTICLE 11
HOLIDAYS

SECTION 1. The Employer agrees to allow to all of his full time employees in the bargaining unit who have been employed thirty (30) days or more, the following holidays with pay for eight (7) hours at the employee's regular hourly rate, although no work is performed on such days:

Martin Luther Kings Birthday
Good Friday
July 4th
Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day

Presidents Day
Memorial Day
Labor Day
Columbus Day
Day after Thanksgiving
Christmas Eve

On Thanksgiving Day Eve and New Year's Eve the Library will close at 5pm and all employees will receive their regular day pay.

The Director will inform the employees of any additional days or hours when the Library will close for holidays.

SECTION 2. Holidays falling on Sunday will be observed on the following Monday. Those falling on Saturday will be observed and all staff working on the previous day would be entitled to a comp. day.

SECTION 3. When an employee is on vacation at the time of a designated holiday, the employee will receive an additional vacation day.

SECTION 4 PERSONAL DAYS

a. Each employee shall be entitled to three (3) personal days after completing their probationary period. This personal time must be utilized during the calendar year, thereafter, each employee will be entitled to three (3) personal days per year and must be used as outlined above.

b. The employee must request at least twenty-four (24) hours in advance. The Director may deny the use of a personal day in the best interest of the Library, but shall not unreasonably deny. However, a mutually agreeable date must be established for said personal days within ten (10) working days of said decision.

c. Personal days can be used in half (1/2) day segments.

ARTICLE 12. VACATIONS

SECTION 1. Paid vacations shall be given to all bargaining unit members as follows:

- | | | |
|----|--|---------------------------|
| a. | 0 to 1 year of service | 1 day per month of employ |
| b. | Beginning of 1st year of service to end of 5th year | 15 days |
| c. | Beginning of 6th year of service to end of 10th year | 20 days |
| d. | Beginning of 11th year of service and over | 25 days |

SECTION 2. The final right in determination of the vacation period of the Employee is exclusively reserved to the Employer in order to ensure continuous and maximum production. However, vacation will, so far as is possible, be granted at the time most desired by the employee.

SECTION 3. When, in any calendar year, the annual vacation leave or any part, thereof, is not taken by reason of work or special circumstance, such annual vacation leave, or part thereof, shall accumulate and shall be taken during the first three months of the succeeding calendar year.

ARTICLE 13.
JURY DUTY

In the event that an employee is called to jury service, the Employer shall pay such employee an amount equal to the difference in his or her regular pay and the government's allotment. The employee will report to the Library for work as their service on jury duty permits.

ARTICLE 14.
LEAVE OF ABSENCE WITH PAY

SECTION 1. For the purposes of this Article, sick leave shall be defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of his/her immediate family who is seriously ill and requires the care and attendance of such employee.

SECTION 2. All permanent employees shall be granted annual sick leave as follows:

- a. One (1) working day's sick leave with pay for every month of service completed from date of regular employment up to and including December 31st following such date of employment.
- b. Fifteen (15) working day's sick leave with pay for each succeeding calendar year.

SECTION 3. Sick leave not taken in a give year shall accumulate to the credit of the employee and such individual shall be entitled to the accumulated sick leave if and when needed.

SECTION 4. An employee is required to notify his/her immediate supervisor at the beginning daily work hour when it is necessary to take sick leave as defined herein.

SECTION 5. If an employee is absent for five (5) consecutive working days for any reasons contained herein, sufficient proof from an attending physician, or in the case of quarantine and exposure to contagious disease, a certificate from the local health department is required.

SECTION 6. If an employee reports late for work or is required to leave early by reason of sick leave, the time shall be administered in fifteen (15) minute intervals.

SECTION 7. Upon retirement, employees shall be paid \$40 {forty} per day for accumulated sick leave to a maximum of 240 days.

SECTION 8. On or about November 2 of each calendar year each full-time permanent employee shall have the option of "selling back" to the Library, at \$30 a day, a number of unused sick leave days in accordance with the following formula. Requests must be in writing. All accumulated sick time prior to April 1, 2000 will be bought back at \$20 a day.

Remaining Sick Leave Days:	Eligible to Sell Back:
15	5
14	4
13	3
12	2
11	1
10 or less	0

This shall be limited to the sick leave days credited to the employee on January 1st of that year. By accepting payment for such days the employee shall relinquish the right to accumulate such days.

SECTION 9. Temporary and seasonal employees, and those working less than twenty (20) hours per week do not receive sick leave with pay.

SECTION 10. Sick leave for part-time employees who are regularly scheduled for twenty (20) hours or more, less than 35 hours a week, is equivalent to the extent of their weekly employment.

SECTION 11. All Leaves shall be granted in accordance with State and Federal Laws.

ARTICLE 15.
LEAVE OF ABSENCE WITHOUT PAY

The Director may grant an employee a leave of absence without pay for a period of up to thirty (30) days. A leave of absence for longer than thirty (30) days must first be approved by the Board of Trustees.

A leave of absence longer than twelve (12) months must be approved by the Department of Civil Service.

Approval of leaves of absence without pay shall not be unreasonably withheld. The Director and the Union agree that the manpower needs of the Library are a reasonable reason for denial.

ARTICLE 16.
BEREAVEMENT LEAVE

In the event of death in the immediate family, an employee will be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) consecutive calendar days.

Immediate family shall be defined to include father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, sister-in-law or brother-in-law and any relatives of the employee residing in the employee's household. It shall also include individuals cohabitating with the employee, and their immediate family as suggested above in relationship to spouse.

The employee shall be granted one (1) day off, the day of the funeral, without loss of pay for the funeral of any other relative not defined as immediate family. If an employee covered by this Agreement has to travel four hundred (400) or more miles to attend a funeral, he shall be entitled to one (1) extra day without loss of pay.

Time off during the normal working hours for the purpose of attending the funeral services of a co-worker may be granted by the Director, and will not be unreasonably denied.

Verification of the event may be required by the Library.

ARTICLE 17.
MILITARY LEAVE

Military leave will be granted in accordance with the New Jersey State Statues.

ARTICLE 18.
SPECIAL LEAVE

An employee shall be given time off without loss of pay when summoned to appear as a witness before a court legislative committee, or judicial or quasi judicial body, unless the appearance is as an individual and not as an employee, or when performing emergency civilian duty in relation to national defense and emergencies related to dire health and other hazardous conditions requiring assistance by an employee.

ARTICLE 19.
NON-DISCRIMINATION

SECTION 1. The Library and the Union agree not to discriminate against any individual with respect to hiring, compensation or other terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin.

SECTION 2. The Library and the Union agree that there will be no discrimination by the Library or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 20.
MANAGEMENT RIGHTS

The Library reserves all rights except those specifically modified herein.

ARTICLE 21.
Shop Steward

SECTION 1. The Union may appoint their accredited members who are employees of the Employer, to act as Shop Stewards. It shall be their duty to receive complaints and dispose of them in the manner provided under the Grievance and Arbitration Procedure. It is the intention of the parties hereto that the Shop Stewards will, to the best of their ability attempt to carry out the terms, provisions and intention of this Agreement and to that end, will cooperate with the Employer to the fullest extent. It is understood and agreed, however, that the Shop Stewards shall have no authority of any kind save that given under this Agreement.

ARTICLE 22.
NO STRIKE/NO LOCKOUT

1. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
2. The Union recognizes the Library's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of New Jersey, to maintain and operate its departments and agencies efficiently.
3. The Library has and is vested with all the customary and usual rights, power, functions and authority of management.
4. The Union further recognizes that the management of the Library, the control of its properties and the maintenance of order and efficiency is a responsibility of the Library.
5. The library agrees it will not lock out the employees at any time.

ARTICLE 23.
WELFARE & HEALTH BENEFITS

SECTION 1. LIFE INSURANCE

A Group Life and Accidental Death and dismemberment insurance policy is provided by the Township to all full-time employees after thirty (30) days of service. The amount of insurance is \$5,000 for both Life and accidental death and dismemberment as long as an employee is actively working. At age 70, the Group Life and the dismemberment insurance is continued although the accidental death insurance is terminated.

SECTION 2. HEALTH INSURANCE

All full-time employees shall be provided with the choice of the current Health Insurance plans provided by the Township, and other benefits provided, such as Major Medical, Surgical Vision, Dental and Prescription Benefits. Employees become eligible for these benefits after thirty (30) days of employment. The Township shall have the right to change the benefits providers, provided that any change in benefits shall be the same or substantially similar.

SECTION 3. DISABILITY COMPENSATION

The salary of an employee injured on the job, or having a work related illness shall be continued in exchange for assignment of the lost time payment received under Workmen's Compensation to the Board of Trustees for the period and shall not be charged against sick leave. Any job related injury must be reported immediately to the Library Director, or his/her assignee, and an accident report completed. The Director, in turn, will report the injury to the President of the Board of Trustees and the Township Business Administrator.

An injury must be reported, and an accident report completed, within seventy-two (72) hours of the accident. Failure to file an accident report will invalidate an injury claim.

ARTICLE 24.
SAVINGS CLAUSE

If any provision of this Agreement should be held or adjudged illegal or in violation of any present or future law, such adjudication shall not invalidate any other portion or provision of this Agreement, nor relieve either party thereto from their liabilities and obligations under this Agreement which shall continue in full force and effect. In the event that any portion of said Agreement is held illegal as above mentioned, the parties agree to meet promptly in order to negotiate a proper and legal substitute therefore.

ARTICLE 25.
DURATION

This Agreement shall be effective, retroactive to January 1, 2003 through December 31, 2005

By this Agreement, this contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which shall continue beyond the expiration date of this contract

Either party to this Agreement may service notice of an intention to modify or change this Agreement no sooner than ninety days prior to the expiration of the contract.

North Brunswick Library

Alexis Keltzman

I.U.P.C. & P.E.
Local 911

James Mendicino BA LOCAL 911
Tommie Chambers

Attest:

Date:

11/9/05
Kathryn Treeese
KATHRYN TREEESE
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp *11/3/05*