

A G R E E M E N T

Between

TEANECK PUBLIC LIBRARY

And

TEANECK PUBLIC LIBRARY STAFF ASSOCIATION
JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

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PREAMBLE

THIS AGREEMENT, made this day of 2004, between the TEANECK PUBLIC LIBRARY BOARD OF TRUSTEES, hereinafter referred to as the “Board”, and the TEANECK PUBLIC LIBRARY STAFF ASSOCIATION, hereinafter referred to as the “Association”, represents the full and final understanding on all bargainable issues by and between the parties.

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive negotiating agent for all salaried full-time and salaried part-time Supervising Librarians, Principal Librarians, Senior Librarians, Librarians, Library Trainees, Supervising Library Assistants, Typing, Principal Library Assistants, Typing, Senior Library Assistants, Typing, Library Assistants, Typing, Principal Accounts Clerk, Typing, Supervising Maintenance Repairer (Low Pressure License), Senior Maintenance Repairer (Low Pressure License), Senior Building Maintenance Workers (Low Pressure License), Building Maintenance Workers (Low Pressure License), Building Service Workers, and Pages employed by the Board, excluding the Director, Assistant Director, Administrative Secretary, Managerial Employees, Confidential Employees, Student Pages, and all other employees of the Board.

B. The title "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

C. Salaried part-time employees shall be defined to mean persons employed by the Board during the entire calendar year.

D. The Board understands that all part-time hourly employees are in the unit; the Association understands that all terms, conditions and practices of employment for part-time hourly employees will continue in the covered contract years as they have been in the past.

ARTICLE II
MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Library and its properties and facilities and the activities of its employees while on duty.

2. To hire all employees and subject to the provision of law, including the Department of Personnel, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, including the Department of Personnel.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board's powers, rights, authorities, duties, and responsibilities under N.J.S.A. 40, 40A and N.J.S.A. 11A or any other national, state, county, or local laws or ordinances.

ARTICLE III
NON-DISCRIMINATION

A. There shall be no discrimination, interference, or coercion by the Board or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership. Neither the Board nor the Association shall discriminate against any employees because of race, creed, color, age, sex, or national origin.

B. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Association. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce or otherwise interfere with the employee.

ARTICLE IV
MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Board. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.

ARTICLE V
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step I - The aggrieved or the Association shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act within said

seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2 - If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the Head of the Department, the employee or the Association may present the grievance in writing, and have a discussion within seven (7) calendar days thereafter with the Head of the Department and Director, or solely with the Director, in the discretion of the aggrieved or the Association.

Step 3 - If no Agreement can be reached within seven (7) calendar days of the discussion at Step 2, the employee or the association may present the grievance in writing within seven (7) calendar days thereafter to the Library Board. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion(s), the applicable section of the contract violated, and the remedy requested by the grievant. The Board will answer the grievance in writing within thirty (30) calendar days of receipt of the written grievance. Copies of both the written grievance and the Board's decision shall be given to the Director.

Step 4 - (a) If no satisfactory resolution of the grievance is reached at Step 3, then within five (5) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(b) the Arbitrator shall have no authority to add to or subtract from the Agreement.

(c) In no event shall a complaint as indicated in B above or any other matter not pertaining to the specific contents of this Agreement be submitted to or considered by an Arbitrator.

(d) It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) days after the decision rendered by the Library Board on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to review and/or the decision of the Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Department of Personnel review and decision.

E. Any employee covered by this Agreement shall have the right to process his/her own "grievance" or complaint through Step Four -Arbitration in accordance with the provisions of this Article. However, in the event the Association declines to pursue the matter to arbitration and the individual employee wishes to so proceed, such employee shall bear the expense of such arbitration equally with the Board.

F. The time limits expressed herein shall be strictly adhered to. If any "grievance" or complaint has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any "grievance" or complaint is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefore, then the disposition at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then it shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the "grievance" or complaint at any step in the Grievance Procedure.

G. The Association may file a grievance at any of the Steps in paragraph “D” except that the Association shall not proceed directly to arbitration without filing a grievance at one of the “in-house” steps.

ARTICLE VI
SALARIES

A. Effective January 1, 2004, the salary guide for all employees represented by the Association shall be as shown in Schedule 1 attached hereto and made a part hereof and shall represent an increase of 4.0% except that the top step for the title of Supervising Library Assistant shall be adjusted by \$500 prior to the calculation of the wage increase.

Effective January 1, 2005, the salary guide for all employees represented by the Association shall be as shown in Schedule 1 attached hereto and made a part hereof and shall represent an increase of 4.0% except that the top step for the title of Supervising Library Assistant shall be adjusted by \$500 prior to the calculation of the wage increase.

Effective January 1, 2006, the salary guide for all employees represented by the Association shall be as shown in Schedule 1 attached hereto and made a part hereof and shall represent an increase of 4.0%.

Effective January 1, 2007, the salary guide for all employees represented by the Association shall be as shown in Schedule 1 attached hereto and made a part hereof and shall represent an increase of 4.0%.

B. Those employees in positions without salary guides shall receive the same salary increases noted above.

C. Any person being hired by the employer for the position of Supervising Librarian or Principal Librarian shall be hired at a salary level no higher than the total compensation of the employee being replaced.

D. When an employee is promoted, placement on the guide for the new position shall be one step below the pre-promotion step.

E. Bargaining unit employee(s) hired on or after October 1st of any calendar year shall not be entitled to receive the salary increase in the following year.

ARTICLE VII
LONGEVITY

A. 1. All full-time employees shall receive in addition to their salaries provided in the salary schedule a longevity payment in accordance with the following schedule:

Years of Service	Amount
6-10	2%
11-15	4%
16-20	6%
21-25	8%
At 26	10%

2. The maximum amount of longevity any employee may receive, notwithstanding the schedule above, is Two Thousand Five Hundred (\$2,500.00) Dollars. Employees who have exceeded this cap as of January 6, 1992 shall remain at the 1992 dollar amount as their maximum.

B. Salaried part-time longevity shall be as follows:

Years of Service	Amount
6-10	\$ 5.00 per hour worked*
11-15	10.00 per hour worked*
16-20	15.00 per hour worked*
21-25	20.00 per hour worked*
26+	25.00 per hour worked*

*Example: Employee hired for 20 hours per week will receive in years 6-10, 20 hours X \$5.00 = \$100.00 per year; years 11-15, 20 hours X \$10.00 = \$200.00 per year, etc.

C. Employees who move from full-time to part time status or vice versa will be placed on the same longevity step level.

D. All employees, except those hired between January 1, 1994 and December 31, 1997, hired by March 15 of a given year will have that year count as year one in calculating their longevity payment. Employees hired between January 1, 1994 and December 31, 1997, by June 30 of a given year will have that year count as year one in calculating their longevity payment.

E. Association employees eligible for a longevity payment shall receive it beginning January 1.

ARTICLE VIII WORK WEEK

- A. The normal work week for full time staff shall consist of five (5) days, thirty-five (35) hours, Monday through Saturday.
- B. 1. Sundays shall not be considered as part of the mandatory work week. Sundays shall be staffed on a voluntary basis. However, if no Association members volunteer to work on a given Sunday, the Director shall have the right to assign one (1) employee to work on a rotating basis.
2. Effective January 1, 2004 unit employees are guaranteed four (4) positions of employment each Sunday the Library is open. It is understood that any additional positions needed to staff the Library on Sunday may be filled by non-unit members. Compensation for such employees is at the sole discretion of the Library Board.
- C. The normal work week for part-time hourly employees may vary in accordance with the staffing needs of the library.
- D. All employees shall be granted a fifteen (15) minute break for each three and one-half (3 1/2) consecutive hours worked.
- E. All full-time staff shall not be required to work more than two (2) nights per week or more than two (2) Saturdays per month, or more than one (1) Sunday per month.
- F. Part-time staff must be available to work evenings and Saturdays in accordance with the needs of their respective departments.
- G. The Board will attempt to have a maintenance employee on duty at the Library on Sundays.
- H. All maintenance employees shall receive one and one-half (1 1/2) times their usual rate for all hours worked in excess of thirty-five (35) hours in any scheduled work week in salary or compensatory time.
- I. Whenever a maintenance person is not scheduled in the building and the building is open to the public, a standby person will be designated and will be paid the sum of thirty dollars (\$30) or two and one-half (2 1/2) hours compensatory time per standby day whether s/he is called in or not. It is understood that it will be the Director's prerogative to designate the standby person. The Library will furnish the standby person with a beeper. This person must remain in beeper range for the day and, if needed, be capable of arriving at the Library within (30) minutes after telephoning the Library to ascertain why s/he was beeped.
- J. In the event of an emergency that has been declared by the Library Director or his/her designee, any staff member who works over 35 hours per week will be paid time and one-half his/her usual rate in salary or compensatory time.
- K. Any full-time salaried employee who has gone home and is subsequently called back to the Library for an emergency that has been declared by the Library Director or his/her designee will receive a guaranteed minimum of two (2) hours compensation at time and one-half his/her usual rate in salary or compensatory time.

ARTICLE IX
VACATIONS

A. During their first year of employment, full-time employees will acquire 1-2/3 vacation days per month.

<u>Classification</u>	<u>After first six (6) months</u>		<u>After nine (9) months</u>
Part-time salaried	One (1) week based on an individual's usual number of working days in a week.	or	Two (2) weeks based on an individual's usual number of working days in a week.
Part-time hourly	One (1) week based on an individual's usual number of working days in a week.	or	Two (2) weeks based on an individual's usual number of working days in a week.

B. Full-time employees after their first year of employment shall receive four (4) weeks (twenty (20) working days) vacation.

C. 1. Part-time salaried and part-time hourly employees after their first year, up to and including their 5th year, shall receive two (2) week's vacation based on an individual's usual number of working days in a week.

2. After five (5) years of employment, part-time salaried and part-time hourly employees shall receive three (3) week's vacation based on an individual's usual number of working days in a week.

D. 1. Employees shall be allowed to accrue vacation time up to two (2) weeks per year with the permission of the Library Director.

2. Employees shall be eligible to accrue vacation time into the next succeeding year only once every five (5) years. Shorter periods may be permitted at the sole discretion of the Director.

3. All decisions with respect to the right and eligibility to accrue vacation time into the next succeeding year will be made at the sole discretion of the Director.

E. No more than two (2) employees within a Department shall be allowed to take vacation at the same time without Department Head approval. All vacations are to be scheduled within the requirements of the Department and arranged with the Head of the Department. Any exceptions are to be discussed with the Director.

F. Vacations should be requested in a dated memo. Whenever possible, the request should be made at least three (3) months in advance of the desired date and may be taken any week of the year.

G. Schedules permitting, the Saturday prior to vacations should be free; staff must alert Department Head when conflicts arise.

H. Notwithstanding the language set forth in Section A of the Article, effective January 1, 2001 any employee leaving the employ of the Township Library prior to December 31st of that year shall have their vacation leave, as established in Section B of this Article, reduced on a monthly prorated basis. (e.g. An employee earning twenty vacation leave days per year and who leaves the employ on April 1st shall be entitled to only five vacation leave days for that calendar year [3 months/12 months = 1/4, 1/4 times 20 days = 5 vacation leave days]).

ARTICLE X
HOLIDAYS

A. All full-time employees shall be entitled to the following holidays:

<u>Library Closed</u>	<u>Library Open - 9:00 am - 5:00 pm</u>
New Year's Day	Martin Luther King Day
Easter Sunday	Lincoln's Birthday
Memorial Day	President's Day
July Fourth	Good Friday
Labor Day	Columbus Day
Thanksgiving	Veterans Day
Christmas Day	
Presidential Election Day	

B. Other religious holidays may be taken as either personal or vacation days, or compensatory time.

C. Part-time salaried employees are entitled to a pro-rated number of paid holidays in accordance with the following schedule, said days to be selected in consultation with the Department Heads during the first two (2) weeks in January:

<u>Hours Worked</u>	<u>Holidays Due</u>
Under 10 hours	5
10-12 hours	7
13-15 hours	8
16-21 hours	9
22-27 hours	10
28-33 hours	11

D. Part-time salaried employees will owe time for any additional holidays taken, said time to be worked within two (2) weeks of the holiday.

E. If a part-time salaried employee's work schedule includes a holiday, the day will be taken as one of the number given; the day will be worked since it is not one of the selected holidays, or; the day may be taken and another day worked in its stead within two (2) weeks.

F. All full-time employees who work holidays will be compensated in salary or compensatory time, to be determined by the employee, subject to the restrictions set forth in Article XV, at the rate of one and one-half times the employee's rate or hours for every hour worked.

G. If a holiday falls on an employee's day off or vacation day, the employee will be granted another day off.

ARTICLE XI
SICK LEAVE

A. Sick leave is defined as an absence from duty because of illness or accident not arising out of an employee's course of employment; exposure to contagious diseases; attendance upon a member of the employee's household seriously ill requiring the care or attendance of such employee. The Library recognizes its legal obligations to employees under the New Jersey Family Leave Act.

B. All full-time employees shall be granted sick leave as hereinabove defined, with pay as follows:

1. One and one-quarter (1-1/4) working days per month for a total of fifteen (15) days for each calendar year of service.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. When an employee does not report for duty for a period of greater than three (3) consecutive days or totaling more than ten (10) days in one (1) calendar year because of sick leave, the employee may be required to show proof of inability to work by submitting to the Library Director upon resumption of duty, a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates leave was requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Board to substantiate such illness. The Board may require proof of illness from an employee on such leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

D. Sick time shall be charged in hours when such absence is caused by any event described in Section A herein. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor one (1) hour prior to the time set for him/her to begin his/her daily schedule, if possible. Any employee who is absent for five (5) consecutive days or more and does not notify his/her department head or some responsible representative of the Board on any of the first five (5) days will be subject to dismissal in accordance with the Department of Personnel rules.

F. Any employee who shall absent his/her self without leave in any month shall forfeit the accrual of sick leave for that month.

G. Salaried part-time employees shall receive sick days in accordance with the above conditions, prorated on the number of hours worked (rounded up to the nearest 1/2 day).

H. In case of extended illness, the employee is to initially utilize his/her accumulated sick time. When all accumulated sick leave has been exhausted, the employee may then utilize vacation and/or compensatory time. If the employee has exhausted all accumulated sick leave,

accrued vacation and accrued compensatory time, then the employee may apply in writing to the Board for additional sick leave with or without pay. The Board will decide whether or not to grant additional sick leave and whether or not to grant said leave with or without pay.

I. If an employee utilizes sick leave for attendance upon a sick member of the employee's immediate family, then the employee shall submit to the Director or designated representative a written explanation of the reasons for the absence.

J. Sick leave may be used for medical and/or dental appointments and will be charged in hours.

K. A full-time or salaried part-time employee returning to work after an illness or operation, or attendance upon a sick member of the employee's immediate family, on less than a full-time basis shall be credited only for those hours actually worked.

ARTICLE XII
TERMINAL LEAVE

- A. Any employee who retires on a monthly pension payment from the Public Employees Retirement System after completing twenty-five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment amounting to fifty percent (50%) of his/her accumulated sick leave at the employee's salary rate at the time of retirement.
- B. Any employee who retires on a monthly pension payment from the Public Employees Retirement System before completion of twenty-five (25) years of service shall be eligible for a lump sum terminal leave payment based on the ratio of his/her number of months of service to three hundred (300) months of service applied to 50% of his/her accumulated sick leave time.
- C. In case an employee dies before retirement, the value of his accrued sick time will be paid to his/her estate on the basis of the formula in paragraph A or B.
- D. The maximum benefit to be paid to each employee under Sections A, B or C of this article shall be limited to fifteen thousand dollars (\$15,000).

ARTICLE XIII
FUNERAL LEAVE

- A. All employees covered by this Agreement shall receive up to five (5) consecutive days for death in the immediate family from the date of death.
- B. Immediate family is defined for the purpose of this Article to be spouse, children, mother, father, brother, or sister of the employee and children, mother, father, brother, or sister of the employee's spouse who lives as a permanent member of the employee's household.
- C. All employees covered by this Agreement shall receive up to three (3) consecutive days for death of mother-in-law, father-in-law or children-in-law from the date of death.
- D. All employees covered by this Agreement shall receive one (1) day to attend the funeral of grandparents or grandchildren.

ARTICLE XIV
PERSONAL DAYS

A. All full-time employees shall be entitled to three (3) personal days, and all part-time salaried employees shall be entitled to personal time as follows:

<u>Hours Worked</u>	<u>Number of Personal Hours</u>
Under 15	7
16-30	14
31-35	21

The personal days or time may be used for personal, business, household, or family matters described in this Article and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his/her family.

D. Application for a personal day containing the reasons for the leave must be submitted at least three (3) days in advance, if possible, to the Director or designated representative.

E. Personal Days may not be accrued or added to vacation or sick time.

F. In the case of an extended illness, an employee may request from the Board, in writing, the right to use unused personal days. This request may be granted in the sole discretion of the Board.

G. Personal Days may not be taken consecutively, except in the case of a prolonged emergency as approved by the Board.

ARTICLE XV
COMPENSATORY TIME

A. Compensatory time must be taken within five (5) months of accrual at a time approved by the Director or designated representative or the time will be scheduled by the Director. If the time cannot be scheduled within the five (5) month period as a result of the Director's actions, the period of time shall be extended for an additional five (5) months.

B. Any employee who works on an "emergency closing day," Sunday, Holiday, or any overtime shall be eligible for either compensation in wages or compensatory time with said compensation to be paid at one and one-half (1-1/2) times the employee's salary or the hours worked.

C. When the employer determines that overtime is available or the employee works on an "emergency closing day", Sunday, or Holiday, the employee shall be able to choose whether the form of payment will be salary or compensatory time; however, the employee may only accumulate up to forty-nine (49) hours of compensatory time, after which the employer must compensate the employee in salary. Compensatory time must be taken within the time limits as set forth in Section A above.

ARTICLE XVI
LEAVE OF ABSENCE FOR MATERNITY OR ILLNESS

- A. All salaried employees must first take all accumulated sick time, personal days, compensatory time, and vacation prior to requesting a leave of absence for maternity or illness.
- B. A two (2) week leave of absence with pay may then be requested from the Board upon recommendation of the Director.
- C. In the case of leave without pay, the employee is responsible for health insurance and pension payments.
- D. The Library recognizes its obligations to employees under the New Jersey Family Leave Act.

ARTICLE XVII
JURY LEAVE

- A. Any full-time or salaried part-time employee covered under this Agreement shall be excused from employment on all days she/he is required to be present in Court in response to a summons for jury duty.
- B. Any employee so excused shall receive his/her usual compensation for each day s/he is on jury service less the amount of per diem fee s/he receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.
- C. If compensation to the employee for serving on jury duty exceeds per diem compensation, the employee shall retain the larger amount.
- D. Upon receipt of a call to jury duty, the employee must notify the Director in order to be eligible for jury duty.

ARTICLE XVIII
LIFE INSURANCE

- A. All full-time employees are provided with a Ten Thousand Dollar (\$10,000.00) death benefit at no cost either through a life insurance policy or a self-insurance program.
- B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.
- C. Employees shall not be entitled to continue under the Board's life insurance plan upon retirement.

ARTICLE XIX
HOSPITALIZATION AND DENTAL

- A. Salaried employees working a minimum of twenty (20) hours a week and their eligible dependents shall receive paid Hospitalization, Major Medical and Rider J Coverage with the State Health Benefits Plan of New Jersey, or its equivalent at the Township's option.
- B. Health insurance coverage begins sixty (60) days after date of hire.
- C. Upon retirement, an employee is eligible to make application to continue with health insurance coverage, the cost of which is charged to pension payments; Medicare is taken out of Social Security payments.
- D. Effective May 1, 2001, or as soon thereafter as is reasonably possible, all salaried employees working a minimum of thirty-five (35) hours per week and their eligible dependents shall receive a dental plan at Township cost.

ARTICLE XX
PENSION

- A. All permanent (certified by the Department of Personnel) employees automatically become members of the Public Employees Retirement System.
- B. Pursuant to Chapter 121 of P.L. 1985, all provisional employees with at least one (1) year of service as of April 9, 1985, must be enrolled in the Public Employees Retirement System.

ARTICLE XXI
WORKER'S COMPENSATION

A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, s/he shall be granted an injury leave, which is separate and apart from sick leave, with full pay for a period up to thirty (30) calendar days, provided such employee:

1. Presents evidence that s/he is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within forty-eight (48) hours of the injury or illness.

2. Submits, upon request, to examination by a physician appointed by the Township insurance carrier.

B. All injury leave shall be terminated when the physician appointed by the Township reports in writing that the employee is fit for duty.

C. Temporary disability payments made in lieu of salary as worker's compensation insurance or as statutorily provided to an employee while on injury leave shall be recorded as non-taxable during each period s/he is carried on the Board's payroll.

ARTICLE XXII
CLASSIFICATIONS

- A. Classifications used by the Board are those established by the New Jersey Department of Personnel. They are described in Civil Service Job Classifications for Public Libraries.
- B. In addition to these Board job descriptions, individual job assignments will be on file for staff members and will be updated as needed.

ARTICLE XXIII
PROBATIONARY PERIOD

A. The probationary term of three (3) months, in accordance with Department of Personnel regulations, starts for employees in competitive classifications on the date of their permanent appointment from the certified Department of Personnel List.

B. A probationary term of three (3) months starts for employees in non-competitive classifications with the date of appointment.

ARTICLE XXIV
BULLETIN BOARD

The Board shall supply one (1) bulletin board for the posting of notices and bulletins pertaining only to Association matters. All such bulletins may be posted only upon the authority of officially designated Association representatives.

ARTICLE XXV
PROMOTIONS

A. The Board will endeavor to fill vacant positions by promoting employees from lower rated job titles, where such employees have qualifications and abilities to perform the work. However, the final decision shall be at the sole discretion of the Library Director whose decision shall not be subjected to the grievance procedure. Any such vacancy shall be posted for a period of twelve (12) working days.

B. The provisional upgrading from permanently appointed Library Assistant to Senior Library Assistant and Librarian to Senior Librarian shall occur after one (1) year, based upon a positive evaluation and recommendation in writing by the Director. Should the promotion not be recommended, a review in writing, will be held annually thereafter.

C. Vacancies will also be filled in accordance with Department of Personnel Rules and Regulations.

ARTICLE XXVI
RECORD KEEPING

Personnel records shall be kept in compliance with Department of Personnel regulations (N.J.S.A. 11A-2-1 et seq.).

ARTICLE XXVII
WEATHER EMERGENCIES

- A. A weather emergency is declared by the Director who notifies Heads of Departments, who in turn will then notify staff.
- B. This procedure will be followed when an emergency is declared and the Library will be closed or an emergency is declared and the Library will be open. In the latter case, those staff members who are able to get to work will receive compensatory time.
- C. If a weather emergency has not been declared but individual staff members feel driving is hazardous, the time may be charged to personal, vacation, or compensatory time.

ARTICLE XXVIII
EVALUATIONS

- A. Heads of Departments and/or Directors shall conduct personal conferences and present written performance evaluations to each staff member once a year upon request of the employee.
- B. Written evaluations shall be made part of the employee's personnel file. Any unresolved disagreements regarding the evaluation may be handled as outlined in the grievance procedure.

ARTICLE XXIX
PROFESSIONAL MEETINGS, COURSES AND WORKSHOPS

A. Upon prior notice to and authorization of the Library Director, the Board will assume the cost of professional meetings, courses and workshops taken by employees of the Library which, in the opinion of the Library Director, are of benefit to the employee and the Library.

B. Such meetings, courses and workshops shall be taken on the employee's own time, unless otherwise authorized by the Library Director.

ARTICLE XXX
LABOR RELATIONS SEMINARS

A. Staff members chosen by the Association will be granted an aggregate of two (2) days off without loss of pay or benefits to attend labor relations seminars and/or workshops sponsored by the Public Employment Relations Commission.

B Time off to attend these seminars and/or workshops shall be granted by the Library Director only if a minimum of three (3) days advance notice is given by the staff member(s) chosen by the Association to attend the seminar or workshop.

C. The Library Director has the right to deny such leave if by granting such leave, the ability to efficiently operate the Library would be diminished or the need to grant overtime pay would be created.

ARTICLE XXXI
DUES CHECKOFF

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Board agrees to deduct from the pay periods of each month, uniform membership dues, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The Library shall promptly remit monthly, all amounts so deducted with a list of changes to the Treasurer of the Association.
- B. Any change in monthly dues will be certified in writing by the President of the Association, or his/her designee, and the amount shall be uniform for all members.
- C. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Board through error or oversight, failed to make the deductions in any monthly period.
- D. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- E. The deduction in Section D shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.
- F. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessment of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular member dues, fees assessments.
- G. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designated to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.
- H. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Board and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.
- I. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way

involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

J. The Association shall indemnify, defend and save the Board harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the association and signed by the President of the Association, advising of such changed deduction.

K. Membership in the association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that s/he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Library after it had satisfied itself that the Association is a proper majority representative.

ARTICLE XXXII
HEALTH AND SAFETY

A. The Association shall be entitled to bring their recommendations with respect to health and safety matters as they pertain to the Library operations or procedures to the Administration/Library Board for the Board's consideration.

B. Effective January 1, 2004, or before, if possible, the Association will be permitted one (1) member to be its representative on the Township's Safety Committee and to attend the Committee's monthly and/or any special meeting called by the Committee.

ARTICLE XXXIII
RESIGNATION

- A. All professional staff should submit written resignation to the Board thirty (30) days in advance of resignation date.
- B. Non-professional staff should give two (2) weeks written notice to the Head of the Department in advance of resignation date.

ARTICLE XXXIV
RETIREMENT NOTICE

In order to insure that a retiring employee receives all accrued benefits promptly at the time of retirement, said employee shall be required to give the Board a minimum of three (3) months written notice of his/her retirement date.

ARTICLE XXXV
EARNING LEAVE TIME

Effective January 1, 2004, upon accumulating thirty (30) unpaid leave days in a calendar year, no employee shall be entitled to earn leave time (e.g. vacation, sick, personal) while on unpaid leave during the remainder of the calendar year.

ARTICLE XXXVI
SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXVII
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

B. A full copy of this Agreement shall be provided by the Library Board to all employees within one month of signing. Thereafter, copies of the Agreement shall be given to all new employees upon their being hired.

ARTICLE XXXVIII
COLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each party shall participate in collective negotiating meetings.
- B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Association.
- C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designated by the Association to participate in such negotiating meetings. Such employees would suffer no loss of regular straight time pay until a grand total of seventy-five (75) hours duty time has been missed by the employees participating in such negotiating meetings inclusive of preparation and travel time in connection with such meetings.
- D. The duly authorized negotiating agent of either the Township or the Association is not required to be an employee of the Township.

MEMORANDUM OF AGREEMENT

Attached hereto.