

**CONTRACT WITH THE NON-SUPERVISORS UNION
AND THE WAYNE PUBLIC LIBRARY BOARD OF TRUSTEES
JANUARY 1, 2004 – DECEMBER 31, 2006**

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THIS AGREEMENT, entered into this 1st day of January, 2004, by and between LOCAL 108, Public Employees Division, UFCW, AFL-CIO, CLC, hereinafter referred to as the "Union" having its principal office in the Township of Wayne, County of Passaic and State of New Jersey, and the WAYNE PUBLIC LIBRARY BOARD OF TRUSTEES in the Township of Wayne, New Jersey, hereinafter referred to as the "Board" located in the County of Passaic, State of New Jersey.

The term "Union Members" shall refer to all employees eligible for membership in the Wayne Public Library Non-Supervisors Union, in this contract.

WITNESSETH:

WHEREAS, the Union has been designated by a majority of the employees of the library in the bargaining unit as the sole collective bargaining agent with respect to wages, hours and other conditions of employment; and,

WHEREAS, it is recognized that it is to the benefit of both parties to promote harmonious relations between the Union and the Board; and

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with the problems and controversies arising out of employment is through negotiations and agreement; and,

WHEREAS, the parties hereto seek to establish an equitable and peaceful procedure for the resolutions of differences, and the establishment of rates of pay, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

ARTICLE I RECOGNITION

Such recognition is limited to full-time employees and part-time salaried employees who regularly work at least 17.5 hours per week with the exclusion of the Director, Assistant Director, managerial and confidential employees, grant funded employees and any supervisor having the power to hire, discharge, discipline, or effectively recommend the same. (NJSA 34:13A-5.3)

SECTION 1 UNION RECOGNITION

The Board recognizes the Union as the bargaining agent for the specified group of the Wayne Library Employees for the purpose of establishing salaries, wages, hours and other conditions of employment and for such additional classifications as the parties may later agree to include.

SECTION 2 EMPLOYER RECOGNITION

The Union recognizes that the Board is a public benefit corporation created and existing by virtue of statutory enactments and is in the nature of a political subdivision and that its operations are for the public benefit.

By reason thereof, the Union acknowledges that the power of the Board to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Board, then, to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, provided, however, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

ARTICLE II RIGHTS

SECTION 1 UNION MEMBER RIGHTS

- A. The Administration shall give notification to a Union member 1 (one) working day before a disciplinary hearing. It is the responsibility of the Union members to request representation at any disciplinary or grievance proceeding and the responsibility of the Union to provide representation.
- B. Meetings after regularly scheduled hours shall not be compensated.
- C. A Union member shall be entitled to one Union representative at each stage of a disciplinary proceeding.
- D. No recording devices of any kind shall be used during a disciplinary or grievance proceeding unless the Union is made aware of the fact prior to such proceeding.
- E. In all investigations that may lead to disciplinary actions, the Union member shall be presumed innocent until proven guilty. Any Union member exonerated after a suspension shall be reimbursed for loss of pay.
- F. A Union member shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages, or working conditions as the result of his or her membership in the Union.

SECTION 2 EMPLOYER RIGHTS

It is agreed that the Board through the Director retains the right to direct Union members, to hire, promote, transfer, assign duties, days and hours of work, and retain Union members within the occupations covered by this Agreement; to suspend, demote, discharge or take other disciplinary action against Union members for just cause; to maintain the efficiency of the operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary; and to take whatever action may be necessary to carry out the mission of the Board.

SECTION 3 RECORDS

- A. Personnel files shall be located in the Administrative Office.
- B. Upon request, all Union members may have access to their own personnel file Mon.-Fri. during Business Office hours. All records shall be viewed in the Business Office in the presence of management. Employees may make one copy of items from their file.
- C. The signature of a Union member affixed to any document or data does not indicate that the Union member agrees with the content of the file. The signature is affixed to show only that the file item has been reviewed by the Union member. The Union member shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.
- A. Employees shall receive notification of any item going into their personnel file. **All items will be dated.**
- B. **Items will not be removed from a personnel file.** However, if a period of **Two (2)** years for formal warnings or **One (1)** year for informal warnings passes without another disciplinary action, the earlier warning will no longer be counted as a prior step in the progressive disciplinary process. If there is an additional disciplinary action before the end of the designated time period, all warnings will remain active until **three (3)** years has passed since the most recent disciplinary action.

ARTICLE III EQUAL TREATMENT

SECTION 1 NON-DISCRIMINATION

The Board agrees that there shall be no discrimination or favoritism for reason of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, sex, political affiliation, Union membership or Union activities.

ARTICLE IV SAFETY AND HEALTH

SECTION 1 BOARD RESPONSIBILITY

- A. The Board shall at all times endeavor to maintain safe and healthful working conditions and provide Union members with tools or devices to promote the safety and health of said Union members.
- B. The Board shall furnish luncheon facilities, including microwave and refrigerator, for use of the Union members during the lunch period at the Main Library.

SECTION 2 COMMITTEE

The Board and Union shall each designate a safety committee member. Their joint responsibility shall be to investigate unsafe conditions and to recommend corrections to the Director.

SECTION 3 USE OF SAFETY EQUIPMENT

Any Union member failing to use the safety equipment provided, failing to work in a safe manner or failing to follow doctor's instructions when alternative working conditions are provided will be subject to disciplinary action.

ARTICLE V UNION MEETINGS

SECTION 1 BETWEEN THE BOARD AND UNION

It is agreed that the representatives of the Board and the representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. The purpose of the meeting shall be noted in writing prior to the meeting and mailed or delivered by hand to all interested parties.

SECTION 2 UNION MEETINGS AND BUSINESS

- A. The Board agrees to permit the Union the use a Library Meeting Room. These meetings shall be on their own time and the meeting must not interfere with normal library operations.
- B. The Board shall grant such time off for Union officers as may be necessary for Union business which cannot be conducted after business hours; however, it must have the approval of the Director who shall not deny the request unless it interferes with the operation of the
- C. library. This shall apply for the following Union officials: **Three (3) Shop Stewards, who will be known to the Director.** Compensation will not be granted for this time off.
- D. During a full negotiation year, the Union membership may meet for general discussion on regular work time to discuss issues related to the contract. This will be subject to the following conditions:
 1. Scheduled meetings must be approved by the Director at least 24 hours in advance.
 2. **If and when possible, Administration and supervisory staff at the discretion of the Director, will cover public workstations during the meetings. In the event this is not possible, Union members may be asked to cover.**
 3. **Union Meetings will be held during Union Members' half hour lunch and may be extended at the discretion of the Director. d)**

ARTICLE VI DUES

SECTION 1 UNION MEMBER DUES

For all employees who have signed Union membership application cards, the Board shall deduct from his/her salary Union dues to be paid to a representative to be designated by the Union.

SECTION 2 OTHER BARGAINING UNIT EMPLOYEES

For all employees within the bargaining unit who have not signed Union membership cards, the Board shall deduct as a representation fee, an amount equal to eighty-five (85%) percent of the regular Union membership dues from the employee's salary to be paid to a representative designated by the Union.

ARTICLE VII UNION BULLETIN BOARD AND BOARD MINUTES

A bulletin board will be made available by the Board in the Staff Room for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. A copy of the minutes of all Board meetings shall be sent to a Shop Steward.

ARTICLE VIII SALARIES AND WORK SCHEDULES

SECTION 1 SALARIES

Pay scales for all position levels will be implemented as per Addendum A. After one full years employment, employees hired between January 1st and June 30th will be placed on the next appropriate step of their salary guide and, thereafter, January 1st will be their permanent anniversary date. Employees whose anniversary date falls between July 1st and December 31st will not be placed on the next step of the salary guide until January 1st following their first full years employment. Thereafter, January 1st will be the permanent anniversary date for those employees.

SECTION 2 WORK SCHEDULES

To meet the requirements of the Fair Labor Standards Act, the workweek runs from Sunday through Saturday. It is understood that this does not affect regular schedules as otherwise negotiated in this contract. The normal workweek shall consist of thirty-five (35) hours Monday through Saturday, as scheduled by the Library Director with the following modifications:

- A. The day shall not exceed ten (10) working hours.
- B. The immediate supervisor will be responsible for the approval of the hours, vacations, sick-time, holidays, and flex-time and the review of each time sheet.

- C. After not more than 5 consecutive hours of work, at least ½ hour off must be made available and ½ hour must be taken for lunch or dinner. An employee may extend their lunch or dinner period beyond the ½ hour if so decided with approval of their supervisor. The lunch or dinner break may be taken before the employee reaches 5 consecutive hours to ensure that no meal break is taken while an employee is scheduled on a public service desk, and that no employee works more than 5 consecutive hours.
- D. For each 3.5 hour consecutive work period, a rest period of 15 minutes each may be taken as part of working time. During a 7 hour work day, one rest period may be taken on either side of a meal break. These are not to be combined into a ½ hour break or used to shorten the workday, unless, due to extraordinary circumstances, with the previous approval of the supervisor.
- E. Flex time: Union members must work their scheduled hours as set by supervisory staff. At the end of 4 weeks they must have accumulated a total of 140 hours. A credit of 7 hours may be carried indefinitely. **Any credit accumulated beyond 7 hours must be used by the end of the following pay period.** A Union member may run a debit of up to 3.5 hour, but arrangements must be made with the supervisor prior to running a debit and the time must be made up by the end of the next pay period. If the time is not made up within the required time frame, personal, vacation or holiday time will be charged, if available. If no vacation or holiday time is available, the employee's pay will be docked. Union members may "flex" their time in any combination of hours subject to assigned schedules (and within the provisions listed above), between the hours of 8 a.m. to 10 p.m. Union members may request a change of schedule from their supervisor, and the supervisor may approve or disapprove the change based on the needs of the library.
- G. The workday on Sundays will be in addition to the regular 35 hour work week.
 - a. When the workday for Sunday is 4.5 hours:
One librarian and one non-librarian regular staff person will work each Sunday, except under extraordinary circumstances. Other positions will be filled by substitute staff after Union members have been given preference to work. The most senior staff person will be given the opportunity to select Sunday work first, then passing downward through the seniority list. If all openings are not filled, the list will be returned to the top of the seniority list. Once signed up, the employee is expected to work on their scheduled Sunday.

If they find they are unable to work a Sunday, they must get their supervisor's approval before they are released from their commitment. The library will make every effort to find volunteer coverage to fill vacancies on Sundays, however Union members may be assigned to fill vacancies in the Sunday schedule if volunteers are not available. When vacancies can not be filled by volunteers, assignments, except in emergencies, will be made at least one month in advance. Assignments will be made on the basis of the number of Sundays during a year that a regular employee has volunteered for Sunday work, with the employees who have volunteered least being selected first for Sunday assignments. **All regular library employees will be trained to perform the required tasks for a Sunday assignment.** A doctor's excuse documenting disability will be the only factor establishing ineligibility for this requirement.

The compensation will be **one and one half times** the regular rate of pay for all staff, or one full day of work of compensatory time to be scheduled with the following limitations:

- No more than **five** Sunday's each year may be worked for compensatory time.
- All time will be taken within the calendar year
- **Sunday time worked in November or December may be taken as compensatory time, as approved by the supervisor.**
- Employees must select pay or compensatory time at the time they sign up to work a Sunday

- b. In the event the Sunday hours of operation are **changed**, the Library shall staff Sundays according to the following:
- The Library shall first seek volunteers from the bargaining unit for the full Sunday schedule.
 - Second, the Library shall next seek volunteers from the substitute and hourly staff for the full Sunday schedule.
 - Third, the Library shall seek volunteers from the bargaining unit for three and one-half (3.5) hour blocks.
 - Fourth, the Library shall seek volunteers from the substitute and hourly staff for three and one-half (3.5) hour blocks.
 - Fifth, management shall assign supervisors and management personnel, however needed to cover the time.
 - Sixth, as a last option, management shall assign bargaining unit employees in three and one-half (3.5) hour blocks to fill any remaining openings.

- Union members who work any Sunday schedules in a calendar year may select either compensatory time or pay for Sunday work.
 - If compensatory time is selected, the Union member will accrue compensatory time at the rate of two hours for each hour worked up to a maximum of thirty six (36) total hours in a calendar year.
 - If pay is selected, the employee shall be paid at a rate of one and one half (1.5) times their regular rate of pay for the first four and one-half (4.5) hours and two (2) times the regular rate of pay for any hours in excess of four and one-half (4.5).
- If assignment of Union members is ever required, assignments will be made as specified in 1 (above).
- Before the Library extends the Sunday schedule past 7 p.m., it shall negotiate with the Union over scheduling and compensation.

SECTION 3 TERMINAL PAY

In the event that a Union member is discharged, the library shall give two weeks notice or two weeks pay at the employee's basic weekly wage in lieu of such notice, unless the Union member is discharged for cause.

ARTICLE IX INSURANCE AND PENSION

The Library provides insurance coverage to full time Union members under the Township's providership program and any change agreed to by the American Federation of State, County and Municipal Employees, Council 52, Local 2192, AFL-CIO (White Collar Union) will cause this Insurance and Retirement Coverage to automatically reflect such change.

A. All employees and/or their families covered by this Agreement will be covered by life insurance, medical insurance, hospital insurance, major medical insurance including medical emergency coverage and dental insurance. **The Township health Plans A and B are described in Schedule C and D respectively.** Effective the date of the signing of the contract **all new hires/spouses/eligible dependents will not be covered by any health benefits for the first ninety (90) days of employment** with the Township. **Thereafter they will be covered by Plan B.** Upon the death of an active employee, who has been employed by the Township for three (3) or more years, all health benefits for spouse and dependents will continued for a period of six (6)

months at no cost, at which time the spouse may elect to continue medical coverage at his/her own expense at the Township group rates under Cobra.

B. A basic prescription plan shall be provided for each employee and his/her dependents at a cost of \$1.00 for generic drugs and \$5.00 for non-generic drugs per prescription. **Effective January 1, 2004 a three-tier prescription plan** shall be provided, for each employee and eligible dependents, as described below:

1. Generic - \$5.00
2. Preferred non-generic - \$10.00; and
3. Non-generic/non-preferred - \$25.00

C. Each employee and spouse shall be reimbursed up to \$150.00 each in each calendar year for charges incurred for preventative care which would include one physical exam and/or routine immunizations.

D. Each employee shall be reimbursed for the cost of an eye examination with a total cost not to exceed \$50.00 per annum, non cumulative and \$100.00 every other year toward the purchase of eyeglasses or contacts, non cumulative.

F. A life insurance policy in the amount of one-half (1/2) of the employee's salary to a maximum of \$50,000.00 will be provided to the employee's heirs.

G. Major Medical Coverage for all employees will have an unlimited maximum dollar amount.

H. All employees hired on or after June 1, 1998 and prior to January 1, 2004, earning \$20,001.00 or more on their date of hire or at any time thereafter will be subject to the following medical insurance co-pay:

1. Township will pay 100% of the cost of the employee's medical insurance, including dental and prescription and 50% of the cost of the medical insurance, including dental and prescription, for coverage of the spouse and/or any other dependents. (Plan A)
2. The employee will pay the additional 50% of the cost to cover spouse and/or dependents. Beginning January 1, 2004 employees hired on or after June 1, 1998 but before January 1, 2004 are subject to the following payroll co-pay for medical insurance, dental and prescription coverage (Plan A) of their spouse and/or any other dependents:

- a. Parent/Child – 3% of employee’s gross base pay.
 - b. Husband/Wife – 6% of employee’s gross base pay.
 - c. Family Coverage – 8% of employee’s gross base pay or, 50% of the Township’s cost, whichever is lower.
3. Beginning January 1, 2004, all employees 90 days after date of hire shall be covered by medical insurance, including dental and prescription, hereto referred to as Plan B and described in Schedule D. Such coverage will not be subject to payroll co-pay.
 4. Future enrollment of spouse and/or dependents covered under either employee Plan A or B will be allowed on the first day of each quarter.

I. The Township reserves the right to changes insurance plans and/or carriers or to self-insure, provided such coverage is equal to or better than existing coverage. In the event the Township decides to make a change, the Union will be notified in advance and if the Union does not agree that equal or better benefits are to be furnished, may within ten (10) calendar days after such notification by the Township request the appointment of an arbitrator under the provisions of Article XVII. The arbitration case will be handled on an expedited basis and no change will be made pending receipt of the decision of the arbitrator.

J. Optional Medical Insurance Plan

1. All employees hired on or after June 1, 1998 that are subject to the co-pay described in Section F may enroll at their option in the newly established medical insurance plan (Plan B) provided to all employees that are hired after the date of the signing of the contract. Those eligible employees exercising this option shall have the right to return to the traditional medical insurance plan or enroll in the optional insurance plan after the passing of one (1) full calendar year. The employee may enroll in the said plans during the prescribed open enrollment that immediately proceeds the period in which the change shall begin.
2. All employees that exercise their option to be included in the newly established medical insurance plan shall have no co-pay costs that are payable to the Township, the insurance plan manager, carrier, administrator or any other party unless specifically noted in Plan B located in Schedule D.

K. Retirement Benefits

Pursuant to the authority granted to the Township by N.J.S.A. 40A:10-23, the Township shall provide the following benefits:

A. Any employee who is a member of this Bargaining Unit on the date of the signing of this contract who retires from the employment of the Library and who at the time of retirement **has reached the age of sixty-two (62) years or older with at least fifteen (15) continuous years of service with the Township** shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

B. Any employee who is covered by this Bargaining Unit who **regardless of age retires** from the employment of the Township and who at the time of retirement **has twenty-five (25) years or more** of service credit in the Public Employee's Retirement System and a period of service of **twenty-five (25)** continuous years with the Township shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

C. Any employee who is covered by this Bargaining Unit hired after the signing of this contract and who at the time of retirement has reached the **age of sixty-two (62) years or older** with a **period of service of twenty (20) years of continuous service** with the Township at the time of retirement shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

D. Any employee who was employed by the Township on or before the date of the signing of this contract and who is covered by this Bargaining Unit, who retires at age sixty-two (62) with a minimum of twenty (20) years of continuous service with the Township shall receive the following benefits for himself/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase dental insurance for his/herself and spouse at his/her expense at the Township group rate.
5. The ability to receive coverage for the retiree, at the retiree's sole discretion, of either major medical or prescription insurance at the Township's expense. Once the retiree has selected, and has begun to receive, either major medical or prescription coverage the retiree cannot elect to substitute one for the other.
6. The ability to purchase major medical coverage and/or the prescription drug plan, for himself/herself and his/her spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

- E. Any employee who was employed by the Township on or before the date of the signing of this contract and who is covered by this Bargaining Unit, who **retires at age sixty-five (65) with a minimum of twenty-five (25) years of continuous service** with the Township shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

- F. Any employee who was employed by the Township on or before the date of the signing of this contract, and who is covered by this Bargaining Unit, who **retirees with a minimum of thirty (30) years of continuous service** with the Township, no minimum age, shall receive at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.

- G. Employees subject to co-pay prior to retirement shall not be subject to any co-pay upon retirement.
- H. Life insurance in an amount equal to one-half of the employee's annual salary, to a maximum of fifty thousand (\$50,000.00) dollars at the time of retirement will be continued for the retired employee at no cost to the retired employee.

- I. Benefits granted at time of retirement for the employee and his/her spouse shall remain in effect for the life of employee and are not subject to reduction or elimination in future negotiations.
- J. Any retired employee whose medical benefits are granted by the Township must file an Affidavit with the Chief Financial Officer of the Township on January 1st of every year and not later than March 1st, in effect that he has not changed his status as a retiree or his/her marital status and that he/she has not been employed by a firm covering him/her or his/her spouse with a Hospitalization Plan. On February 1st, the Township will notify by Certified Mail, those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.
- K. Insurance Plan
 - 1. All items and conditions of the traditional insurance medical plan (Plan A) that is provided to white-collar employees hired prior to the date of the signing of this contract and established in Schedule C shall remain in effect.
 - 2. Schedule D (Plan B) shall apply to all employees hired after the date of signing of this contract and those employees who at their option switch from Plan A to Plan B during the open enrollment.

ARTICLE X VACATION

SECTION 1 LIBRARIAN VACATION

With the exception of Librarians hired prior to January 1, 1995 who will receive 4 weeks of vacation from the start of one full calendar year of service to the completion of twenty full calendar years of service, vacation leave with pay during a calendar year shall be granted to full-time Librarian Union members on the basis of full-time continuous service the individual has accrued as follows:

- 1. Full-time service beginning after July 1 – no vacation during 1st calendar year
- 2. Full-time service beginning prior to July 1 – 5 days
- 3. January 1 of the first full calendar year of service to the completion

- of the second full calendar year – ten days
- 4. January 1 of the third full calendar year of service to the completion of the ninth full calendar year – fifteen days
- 5. January 1 of the tenth full calendar year of service to the completion of the nineteenth full calendar year – twenty days
- 6. January 1 of the twentieth full calendar year of service and thereafter - 25 days
- 7. Vacations for part-time salaried employees are pro-rated according to the above schedule
- 8. Upon the death of a Union member, the vacation due him/her shall be paid to his/her estate.
- 9. Vacation may not be accrued beyond Dec. 31st of said year unless approved by the Director. Under no circumstances can a prior year's vacation time be carried beyond March 31 of the next calendar year. Any unused vacation time will be forfeited with the exception of staff members on approved Worker's Compensation leave.

SECTION 2 NON-LIBRARIAN VACATION

Full-time Union members shall be granted vacation leave with pay each fiscal year in accordance with the following schedule:

- 1. Full-time service beginning after July 1 – no vacation during 1st calendar year
- 2. Full-time service beginning prior to July 1 – 5 days
- 3. January 1 of the first full calendar year of service to the completion of the fourth full calendar year – ten days
- 4. January 1 of the fifth full calendar year of service to completion of the ninth full calendar year – fifteen days
- 5. January 1 of the tenth full calendar year of service to the completion of nineteenth full calendar years – twenty days
- 6. January 1 of the twentieth full calendar year of service and thereafter - 25 days
- 7. Vacations for part-time salaried Union members are pro-rated according to the above schedule.
- 8. Upon the death of a Union member, the vacation due him/her shall be paid to his/her estate.
- 9. Vacation may not be accrued beyond Dec. 31st of said year unless approved by the Director. Under no circumstances can a prior year's vacation time be carried beyond March 31 of the next calendar year. Any unused vacation time will be forfeited with the exception of staff members on approved Worker's Compensation leave.

ARTICLE XI HOLIDAYS

SECTION 1 HOLIDAYS

The official holidays observed by the Library are:

1. Regular holidays

On regular holidays, the library will be closed.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

2. Floating holidays

On floating holidays, the library will be open.

Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Good Friday
Columbus Day
Election Day
Veteran's Day
New Year's Eve

SECTION 2 USE OF HOLIDAY TIME

All full time regular employees will receive one day of holiday time for each regular holiday. Holidays for part time employees are pro-rated.

All full time employees will receive one day of holiday time for each floating holiday. This time may be used at any time during the calendar year of the holiday. If an employee works on a holiday, they will receive an additional one half day of holiday compensatory time. This time must be used by the end of the calendar year but cannot be used until the day has been worked. Holiday compensatory time for Columbus Day, Election Day, Veterans Day and New Year's Eve which may be carried into the next year. Time carried into the following year will be added to the holiday bank. Floating holidays will be pro-rated for part time employees. Part time employees will earn one half of the pro-rated holiday time for working on the holiday.

SECTION 3 RELIGIOUS HOLIDAYS

The library will be open on Good Friday for seven (7) hours. Staffing for Good Friday will be with volunteers, first from regular staff and then from hourly staff, sought to cover the schedule. Only if volunteers can not be found will staff be assigned to work. Only the minimum staff needed to

operate the library will be required. The library will make every reasonable effort to accommodate time off for religious observances.

SECTION 4 SUNDAY OPENINGS

The library will be closed on Sunday's in July and August.

SECTION 5 LONG WEEKEND

The Library shall be closed for the entire Labor Day weekend. The Library will consider an additional long weekend closing when appropriate.

ARTICLE XII SICK LEAVE

SECTION 1 GENERAL CONDITIONS

Accumulated sick leave may be used by a Union member for personal illness, illness in his immediate family or domestic partner which requires his attendance upon the ill member, quarantine restrictions, pregnancy or disabling injuries.

SECTION 2 SICK LEAVE ALLOWANCE

- A. Full-time Union members shall accumulate sick leave on the basis of sixteen (16) days per year. Sick leave can be accumulated without limit during the Union member's length of service. Sick leave for part time Union members is pro-rated. Sick leave during the first twelve months of employment may be taken only as earned. Absences beyond **five (5)** consecutive workdays **will** require a certificate by a physician.
- B. If a Union member is ill or injured during a previously scheduled vacation or holiday leave, the employee may change the leave to sick leave time. However, the employee is not required to do so. The selection of sick leave must be made within 48 hours of returning to work.

SECTION 3 ADDITIONAL LEAVE BY RESOLUTION OF THE LIBRARY BOARD

When a full-time Union member has been injured in the line of duty, the Library Board may within the applicable provisions of state statutes pass a resolution giving the Union member leave of absence with pay for a specified period of time in lieu of his accumulated sick leave. If a resolution is passed, then a contract shall be executed between the Union member and the Library Board setting forth that the Union member shall reimburse the library from the monies he might receive from Workman's Compensation payments or from possible legal settlement from the person or persons responsible for the injury.

SECTION 4 DISABILITY INSURANCE

The Library Board will reopen negotiations if approached by the Union with a proposal for Disability Insurance by June 15 of any contract year.

SECTION 5 SEPARATION--ACCRUED SICK LEAVE

No sick leave allowance will be paid in case of dismissal for cause. All Union members who have been employed by the Wayne Public Library for at least one (1) year and are covered by the provisions herein shall be entitled to a payment for accumulated sick days upon separation from the service of the library for any reason, save for cause equal to the benefits provided under the Township's Supervisor's Association contract. In case of a Union member's death in service, payment shall be made to his/her estate.

SECTION 6 PERSONAL DAYS

- A. Full-time Union members may use three of the sixteen annual sick days in any calendar year as personal days. If they are not so used, they will remain accumulative sick days. Union members will provide the greatest possible notice to their supervisor when a personal day is used in an emergency. It is the expectation that Personal Days will be for emergency use only, so such days will be granted without restrictions with the exception that religious holidays may be included as personal days but may be restricted because of overriding library needs.
- B. It is the policy of the Library Board that no more than two (2) Personal Days may be taken consecutively or in conjunction with other leave time except at the discretion of the Director.

ARTICLE XIII LEAVE OF ABSENCE WITH PAY

SECTION 1 LEAVE DUE TO DEATH IN IMMEDIATE FAMILY

Each full time Union member may be granted, upon approval of the Union member's supervisor, time off with pay, not to exceed five days, in the event of a death in his immediate family. Upon recommendation of the Library Director, a reasonable extension beyond five days may be allowed where circumstances justify such action. The term "immediate family" as used in this sub-paragraph includes the Union member's father, mother, wife, husband, sister, brother, son, daughter, mother-in-law, father-in-law, **sister-in-law, brother-in-law**, son-in-law, daughter-in-law, grandchildren, grandparents or partner in a shared domestic relationship.

SECTION 2 JURY DUTY

All Union members covered by this contract shall be allowed time off with pay to serve on a jury. On completion of such jury service, a letter should be obtained from federal or county officials substantiating the dates served.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY

SECTION 1 MATERNITY LEAVE

Maternity leave may be granted for up to twenty-four (24) weeks provided that the request for such a leave is made in writing to the administration and meets the requirements of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). Such leave shall be without pay but medical benefits will be maintained by the library during the approved leave.

SECTION 2 PERSONAL LEAVE

A one time leave of not less than 5 working days or more than 30 calendar days may be granted upon written request to the Board with approval of the Director. Such leave must be limited to one request during a five (5) year period. Medical coverage will be maintained by the library during the approved leave. Every effort will be made to accommodate personal leave requests.

SECTION 2 MILITARY LEAVE

Any full-time Union member, who is a member of the National Guard or reserve components of the military or naval services of the United States and is required to perform active duty for training periods, shall be granted a leave of absence with pay for the period of such training. This leave of absence shall be in addition to his/her vacation leave but shall not exceed fifteen days in any fiscal year. When an Union member has been called to active duty in the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence for the duration of such active military service and shall receive the difference between their normal library salary and their military salary if the library salary is greater. However, in order that the Union member may be reinstated without loss of privileges or seniority, he/she must report to work with the Library within ninety (90) days following his/her discharge from active duty.

ARTICLE XV RETURN FROM AUTHORIZED LEAVES

A Union member returning from an authorized leave of absence as set forth herein shall be restored to his or her original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges, or benefits.

A Union member overstaying a vacation or other authorized leave may be charged straight time for the time missed. If the time missed exceeds three (3) working days **without a valid excuse and notification at the time of absence**, the employee may be deemed to have resigned at the discretion of the Director.

ARTICLE XVI SETTLEMENT OF GRIEVANCES
SECTION 1 GRIEVANCE PROCEDURE

The purpose of this provision is to secure, at the lowest possible level, equitable solutions to grievances through procedures under which the Board, the Union, and the unit members are afforded adequate opportunity to discuss and dispose of their differences.

A. MATTERS RELATING TO THE GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, the term "grievance" shall mean a dispute that arises after the effective date of this agreement concerning the meaning and application of the express written provisions of this agreement.
2. A grievance that is not disposed of in accordance with the following procedure shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon the Union and its members.
3. An aggrieved Union member, at his/her option, may be represented at Step 1 of the grievance procedure by another Union member. However, no grievance shall proceed past Step 1 unless the grievance is officially presented by the Union in writing on behalf of the Union member. At step 2 and beyond, Union members may be represented by two Union representatives.
4. The Union will notify the Board, in writing, of the names of not more than three (3) committee members who are designated to proceed with a grievance past Step 1. Members so designated shall be entitled to participate in the grievance procedure without loss of pay during working time, provided that their participation does not disrupt the work of the library. Committee members will not be paid to participate in the grievance procedure outside of their normally scheduled workday.
5. All reasonable efforts will be made to avoid involvement of patrons in the grievance procedure.
6. The Board as a public employer retains all rights not expressly modified or otherwise limited by this by this agreement and such rights and prerogatives shall not be subject to the grievance procedure.
7. The Board shall make available to the Union all relevant information that may be legally required for the Union to fulfill its statutory duties and fairly represent the unit members.
8. The Board will not take any adverse action against any unit member for participating in a grievance procedure.
9. Any step of this procedure may be bypassed, by mutual agreement, in writing.
10. The parties will develop forms to standardize this procedure by mutual agreement.

SECTION 2 PROCEDURE

Step 1:

An aggrieved unit member shall attempt to resolve any grievance with his/her immediate supervisor or designee within **ten (10)** working days from the date of the occurrence. The supervisor or designee shall respond in writing within five working days from the date the grievance is discussed.

Step 2:

If the matter is not settled in Step 1, the Union shall, within **ten (10)** workdays from the receipt of the response in Step 1, present the grievance to the Director or to the Director's designee in writing. Up to two members of the Union and, if applicable, the affected party, shall meet with the Director or designee **within ten (10) workdays from the receipt of the grievance**, and attempt to settle the grievance. The Director shall render a decision in writing, within **ten (10)** working days of the grievance meeting.

Step 3:

If the matter is not settled in Step 2, the Union shall present the grievance, in writing, to the Library Board within **ten (10)** working days of receipt of the Director's decision. A Board appointed representative or committee shall meet with the Union or committee and if applicable, the affected party. At the Step 3 meeting, the Union will present the grievance and the parties will discuss the matter fully. The Board's appointee(s) will present the grievance to the Board in executive session at the next Board meeting. The Board will render a written decision within **ten (10)** workdays of its meeting.

Step 4:

If the grievance is still unsettled, the Union may within **ten (10)** working days after the date set for the receipt of a response from the President of the Board by written notice to the Board request arbitration. Only grievance involving suspension, dismissal or demotion may go to arbitration. The method of arbitration shall be as follows: a single arbitrator from the American Arbitration Association shall review the grievance after which his/her determination concerning same will be binding upon both parties. The cost of such arbitration will be distributed equally between the two parties.

In the case of an Unfair Labor Practice as defined by PERC, the Board and Union will abide by PERC's findings in regard to final settlement of the matter.

ARTICLE XVII WORK STOPPAGES

SECTION 1 GENERAL STATEMENT

It is agreed that during the term of this Agreement neither the Union, its officers nor members shall institute, call, sanction, condone or participate in any strike, stoppage of work, job action, boycott or willful interference with production, transportation or distribution, and that there shall be no lockout of Union members by the Board.

SECTION 2 UNION RESPONSIBILITY

In the event that any of the Union members violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Board, and use every means at its disposal to influence the Union members to return to work. Any Union member who violates the provisions of Section 1 of this Article will be deemed to have resigned.

ARTICLE XVIII PENSIONS, VACANCIES, LAYOFFS AND RECALL

SECTION 1 SENIORITY

A. DEFINITION

Seniority is defined as a Union member's total length of regular salaried service with the library commencing with the Union member's most recent date of hire as a salaried employee. Seniority for part-time salaried employees during employment after January 1, 2001 shall be prorated according to that portion of the 35-hour work week that the employee has worked each year on a regularly scheduled basis. (Example, 1/2 time employee shall be credited with 1/2 year of service toward his/her seniority). Seniority for part time salaried employees during employment on December 31, 2000 and before shall count as one year of service for one calendar year.

B. LOSS OF SENIORITY

A Union member shall lose his seniority for the following reasons:

1. He/she resigns.
2. He/she is discharged and the discharge is not reversed.
3. If he/she does not return to work when recalled from suspension as set forth in the recall procedure.
4. If he/she does not return from sick leave or leave of absence.
5. He/she retires.
6. A Union member on an unpaid leave of absence shall not lose any of the seniority earned prior to the commencement of such leave, but does not accrue any seniority while on the unpaid leave.

C. PREFERENCES

In the case of demotions, layoff, recall, selection of Sunday, vacation and holiday schedules and promotion Union members with the greater amount of seniority shall be given preference, all other qualifications (including unique training and experience required for the job) and conditions being equal.

D. PROBATIONARY PERIOD

New employees and those promoted shall be subject to a six-month probationary period. Termination of such Union members and demotion to previous positions during the probationary period is not subject to these grievance procedures. If the Union member is demoted during the trial period, he shall be restored to his former position.

SECTION 2 VACANCIES AND PROMOTIONS

- A. In the event a vacancy occurs or a new position is created within the bargaining unit, such position availability shall be posted at each service facility for a period of five workdays.
- B. If no Union member applies for the position within five workdays, it shall be assumed that no Union member desires such position and the offer may be withdrawn.
- C. The Director and Board shall establish reasonable job specifications for such vacancy, or new position.
- D. Should there be an interest from members of the Union, then such position shall be filled on the basis of qualifications with job specifications. Where no Union member who applies for the position meets the requirements and/or qualifications for the position, it may be filled from outside the organization by a qualified person.
- E. When a Union member is required to work temporarily in a lower classification, he shall continue to earn his regular rate of pay of his regular classification.
- F. Requests for lateral transfers will be at the discretion of the Director and based on the qualifications for the position and the best interest of the library.

SECTION 3 LAYOFF

- A. Definition
The term "layoff" shall mean a reduction in working force.
- B. Seniority shall prevail in case of layoff as follows:
Probationary employees will be laid off first; regular Union members in a given job title will be laid off in inverse order of seniority;
An employee at a higher level whose position is going to be eliminated may bump an employee at a lower level with less seniority provided

that the senior employee is qualified for the position as determined by the Director.

- C. Union members to be laid off for an indefinite period will have at least thirty (30) calendar days notice of layoff. The Union secretary shall receive a list from the Library Board of the Union members being laid off the same date such notices are issued to the Union members.

SECTION 4 RECALL PROCEDURE

- A. When the working force is increased after a layoff, Union members will be recalled according to seniority provided they meet the requirements of the job. Such notice of recall shall be by certified mail at his/her last known address.
- B. When a Union member is recalled after layoff, he shall receive all benefits to which he would be entitled under the current contract.
- C. If a Union member fails to respond to a recall notice sent by Certified mail within five (5) working days and an attempt has been made by telephone and failed then he/she shall be considered to have resigned. If contact has been made, an additional fifteen (15) working days are permitted for the employee to report to work.
- D. In the case of layoffs, recall rights for an Union member shall expire one (1) year from the date of the layoff. Written notice of expiration of recall rights shall be sent to the Union.
- E. In the case of demotions due to a reduction in the workforce, the pay scale will be appropriately adjusted. The affected staff member has the same recall rights to their original level position for a period of 1 year as the laid off employee provided such Union member is qualified for the position. Written notice of expiration of recall rights shall be sent to the Union.

ARTICLE XIX LIBRARY STAFF PRIVILEGES AND BENEFITS

SECTION 1 LIBRARY ASSOCIATIONS

It is the policy of the Library Board to encourage Union members to join and participate in organizations whose general purpose is an interest in libraries and librarianship. **The library will, after one full years employment, pay full membership to either the New Jersey Library Association or the New Jersey Library Assistants Association.**

SECTION 2 CONTINUING EDUCATION

- A. Union members will be permitted to attend library related meetings at library expense when the travel budget allows with approval of the Director. When sufficient funds are not available to pay full expenses, at the Library Director's discretion, a set sum of money can be paid toward these expenses or just time off with pay granted to attend the meeting or conference. Reimbursable expenses may include transportation, registration fees, food, lodging, tolls and tips up to the

Township's allowable per diem. Reimbursable registration fees may be limited to the amount charged to members of an organization.

- B. A Union member desiring to take an extension course, attend an extended seminar or workshop in any field related to his work which will benefit both his work and the library should be permitted to do so at the discretion of the Director. Time off with pay will be allowed and fees and expenses may be paid by the library if funds are available. College and university course work leading to a bachelor's or master's degree is the responsibility of the employee and must be taken outside of regular working hours at their own expense. Accommodations will be considered in the schedule to encourage further education.

SECTION 3 OVERDUE BOOK CHARGES

Union members are not required to pay fines on overdue books or other library materials, but this privilege should not be abused. Such materials should be checked out. Members of the Union have the privilege of reserving books for personal reading under the same rules as the public. Union member reserves are filled with the public reserves and receive equal consideration.

SECTION 4 USE OF CAR FOR LIBRARY PURPOSES

When a vehicle is required for work-related travel, the library vehicle must be used if available. If not available and a Union member uses his/her car for authorized library purposes, he will be paid at the prevailing rate for such use as determined by Town Hall. If a Union member chooses to use their own vehicle when the library vehicle is available, they will not be reimbursed for their travel.

SECTION 5 STAFF PARTICIPATION IN MANAGEMENT

Suggestions from individual Staff Union members for changes in policies or procedures are welcomed and encouraged. Such suggestions may be made formally or informally to the immediate supervisor, to the Library Director, or through the library's Suggestion Box. All suggestions will be given thorough consideration and action will be taken when feasible. Active sharing is essential to good morale and staff development. A Union member's immediate duties may concern only a particular aspect of the library, but he is encouraged to take an interest in all facets of the library. An interest in library work other than one's duties is not interpreted as an attempt to run someone else's job. All staff members will be encouraged to follow the chain of command.

ARTICLE XX SEVERABILITY

- A. The parties acknowledge that during negotiations which result in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after then exercise of that right and opportunity are set forth in this agreement.
- B. Therefore, the Board and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.
- C. Should any of this Agreement be held illegal and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, shall remain in full force and effect to the same extent as if that part declared illegal and unenforceable had never been incorporated in this Agreement, and in such form the remainder of the Agreement shall continue to be binding upon the parties hereto. The parties agree to immediately negotiate a substitute for the invalidated provision or provisions. If any provision of the Agreement is declared to be illegal and unenforceable as aforesaid and such provision affects the entire Agreement, this Agreement shall be deemed to be null and void, whereupon the parties agree to immediately negotiate a new Agreement.

ARTICLE XXI TERMS OF AGREEMENT

This Agreement shall be effective as to regular pay and eye-glass insurance from the 1st day of January, 2004, and shall remain in full force and effect until the 31st day of December, 2006. Other changes shall go into effect as of the date the contract is signed by both parties. This agreement will continue thereafter until either party gives 30 days notice of termination.

ARTICLE XXII QUANTITY OF CONTRACTS

The Board agrees to furnish to the Union 25 copies of the within contract, duly executed **and Signed**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, the day and year first above written.

ATTEST: WAYNE PUBLIC LIBRARY NON-SUPERVISORS UNION

_____	BY: _____
President, Local 108, Public Employees Division, UFCW, AFL-CIO, CLC	Member, Local 108, Public Employees Division, UFCW, AFL-CIO, CLC

ATTEST: WAYNE PUBLIC LIBRARY IN THE COUNTY OF PASSAIC

President, Board of Trustees

Member, Board of Trustees

DATE: _____