

**THE AGREEMENT BETWEEN THE NEW MILFORD
PUBLIC LIBRARY**

AND

**LOCAL 108, PUBLIC EMPLOYEES DIVISION
RWDSU, UFCW**

2012-2014

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THIS AGREEMENT entered into as of January 1, 2012, by and between Local 108 Public Employees Division, RWDSU, UFCW, hereinafter referred to as the “Union”, having its principal offices in the County of Bergen and the State of New Jersey, and the New Milford Public Library in the Borough of New Milford, hereinafter referred to as the “Board”, located in the County of Bergen. The Borough of New Milford hereinafter shall be referred to as the “Borough”. The term “Union Member” shall refer to all employees eligible for membership in the New Milford Library Union, in this Contract.

The Union has been designated by a majority of the employees in the bargaining unit as the sole collective bargaining agent with respect to wages, hours and other conditions of employment. It is recognized that it is to the benefit of both parties to promote harmonious relations between the Union and the Board, and that the efficient and orderly method of establishing and maintaining peaceful and harmonious relations and of dealing with the problems and controversies arising out of employment is through negotiations and agreement. The parties hereto seek to establish an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

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 working twenty (20) hours or more, except the pages.

SECTION 1 – UNION RECOGNITION

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

B. UNION DUES – Pursuant to New Jersey Law, the Borough agrees to deduct the Union’s monthly dues and initiation fees from the pay of the covered employees who authorize the Borough in writing to do so. Deductions shall be made either from the first (1st) or the second (2nd) period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth (10th) day of the month following the deduction. The Borough agrees to furnish the Union, upon request, a monthly list of newly hired employees and terminated employees. The Union will advise the Borough in writing of the amount of the initiation fees and said monthly dues.

C. Pursuant to N.J.S.A. 34:134A-5.5, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fees exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

D. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union advising of such changed deduction.

E. Upon presentation to the Employer of a dues check-off card signed by the individual employee, the Employer shall deduct from such employee, periodically, the amount as set

forth on such dues check-off authorization card. Thereafter, the Employer shall, as soon as practical, forward a check in the amount of all dues withheld for this purpose to the Union.

SECTION 2 – EMPLOYEE RECOGNITION

The Union recognizes that the Board is a public benefit corporation created and existing by virtue of statutory enactment 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 nullity of any provisions shall not void the remainder of this Agreement, provided, however, such provisions can be severed from the Agreement without substantially affecting the whole thereof.

ARTICLE II

TERMS OF CONTRACT

This contract will be for three (3) years, 2012-2014, retroactive to January 1, 2012. Employees covered by this Agreement will receive an increase to their salary as listed below:

Effective January 1, 2012 – 2%

Effective January 1, 2013 – 2%

Effective January 1, 2014 – 2%

ARTICLE III

RIGHTS

SECTION 1 – UNION MEMBER RIGHTS

A. A Union member shall be entitled to one (1) Union representative at the initial step and two (2) at any further step of the grievance procedure.

B. A Union member shall be entitled to one (1) Union representative at each stage of a disciplinary proceeding in the Union contract.

C. No Union member shall be required by the Board to submit to an interrogation after charges have been served unless he or she is afforded the opportunity of having a Union representative present.

D. No recording devices of any kind shall be used during such interrogation, unless the Union or Board is made aware of the fact prior to such interrogation.

E. In all disciplinary situations or hearings, the Union member shall be presumed innocent until proven guilty.

F. A Union member shall not be coerced or intimidated or suffer any reprisals either directly or indirectly.

SECTION 2 – RECORDS

Personnel files are located in the administrative office. All Union members may have access to their own personnel file upon twenty-four (24) hours written notification in advance to the Library Director. In the absence of the Director, all requests shall be addressed to the President of the Board of Trustees. Files will be made available Monday to Friday. 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.

SECTION 3 – UNION BUSINESS

A. No more than one (1) Union designee at a time, who must be either an officer or the shop steward, may have a reasonable amount of time to investigate and process grievances during working hours without loss of pay. However, under no circumstances shall such representatives interfere with the work of others, and before leaving their workstations they must consult with the Director to obtain permission, which will not unreasonably be denied.

B. Any meeting between the Employer and the Union representatives which relates to grievances shall be held during a mutually scheduled time. Such meetings shall normally be during working hours and shall be on the Employer's premises without loss of pay. The Employer reserves the right, under special circumstances to hold a meeting during non-working hours.

C. Paid time under Sections A and B above shall be limited to a maximum of one (1) hour per day.

D. In addition to the above, the designated representatives shall be allowed a reasonable amount of time, provided permission is first secured from the Director, to use work time for posting Union notices, distributing Union literature, transmitting Union communications, and consulting with the Library, or its representatives, concerning Union business.

E. During negotiations of a successor contract to this one, negotiation meetings shall be scheduled at a mutually convenient time. Should such meetings be scheduled during normal working hours, the Library shall provide that a maximum of two (2) employees shall receive no loss in pay for a maximum of two (2) hours each per meeting.

ARTICLE IV

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, affection, or sexual orientation, sex, political affiliation, disability, Union membership or Union activities.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

NO STRIKE/NO LOCK-OUT

The parties agree there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative shall authorize, instigate or condone such activity. It is agreed that participation in a strike, walk-out, or job action by any Union members will be deemed grounds for immediate dismissal. Nothing contained in this section shall be construed to limit or restrict the Library in its right to seek and obtain such judicial relief as it may be entitled to in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.

ARTICLE VI

PRESERVATION OF RIGHTS

SECTION 1 – The Board hereby retains and reserves unto itself, without limitation, all powers, and rights, authority, 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 has the right to administrative control of the Library, its properties and facilities, and the activities of its employees.
2. To hire all employees and to determine their qualifications and conditions of 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.
4. To make all decisions relating to the performance of the Library's operations and maintenance activities, including but not limited to, the methods, means, processes, procedures, and employees to be utilized.
5. To establish a code of rules and regulations of the Library for its own operation.
6. To establish any new job qualifications, classifications, and content upon notice to the Union.
7. To evaluate the work performance levels and standards of performance of the employees.
8. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.
9. To establish, change or combine and schedule the working hours of employment.
10. To modify the job description, assignments and duties of any classification with notification to the Union.
11. To assign special projects as it determines will benefit the Library and/or the public it serves.

12. To hire part-time employees when deemed necessary.

ARTICLE VII

LONGEVITY

For all employees, longevity shall be computed as follows:

- A. After 4 years of uninterrupted service ----- -3%
- B. After 8 years of uninterrupted service ----- -4%
- C. After 12 years of uninterrupted service -----5%
- D. After 16 years of uninterrupted service ----- 7%
- F. After 24 years of uninterrupted service ----- 8%

Longevity pay is to be calculated upon base wages.

Longevity will not be available to any employee hired after ratification of this agreement.

ARTICLE VIII

VACATIONS AND HOLIDAYS

1. Full-time support staff shall receive vacation on the following basis:

- A. More than one (1) year of service ----- Ten (10) days
- B. More than five (5) years of service ----- Fifteen (15) days
- C. More than ten (10) years of service ----- Twenty (20) days
- D. More than fifteen (15) years of service ---- Twenty-five (25) days

2. Professional staff will receive vacation on the following basis:

- A. More than one (1) year of service ----- Twenty (20) days
- B. More than fifteen (15) years of service ---- Twenty-five (25) days

3. Part-time staff working a minimum of twenty (20) hours weekly shall receive pro-rated vacation based on their professional or non-professional status. Part-time staff may take vacation days in blocks of one (1) to five (5) days if approved by the Director.

4. New staff are not eligible for vacation during the first (1st) six (6) months of employment, although it will be earned during that period. Vacation leave is to be taken in the year in which it is earned. Scheduling of all vacations shall be at the discretion of the Director. Employee preference or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Library. The Library shall determine procedural aspects of vacation scheduling. All requests for vacations of one (1) week or more shall be submitted at least two (2) months in advance. However, if an employee requests a vacation time slot on less than two (2) months' notice, and the slot is available, the two (2) months shall be waived.

5. One (1) week of vacation shall be taken in a block. Vacation cannot exceed two (2) consecutive weeks. The remaining vacation may be taken in individual blocks of one (1) day or more, subject to the Director's approval. With the Library Director's approval, an employee can carry up to five (5) days over into the next calendar year.

6. HOLIDAYS

The Library will be closed a minimum of thirteen (13) days. Employees will receive a minimum of thirteen (13) paid holidays as a result of the Library being closed and will be compensated for any days over the stated minimum should the Library be required to close.

In addition to the holidays set forth in Appendix A, the employees covered under this Agreement shall be entitled to such other holidays as may be declared from time to time.

ARTICLE IX

LEAVES

SECTION 1 – SICK LEAVE

A. Sick leave is defined as absence because of illness, accident, exposure to contagious disease, or attendance upon a sick member of an employee's immediate family. Staff members must notify the Director by 8:00 AM if they will not be at work due to illness. This will allow for the necessary substitutes to be secured.

B. Full-time employees receive fifteen (15) days of paid sick leave per calendar year (earned at the rate of 1 1/4 per month) accumulating up to a total of fifty (50) days for employees hired prior to January 1, 2009 and accumulating up to a total of sixty (60) days for employees hired after January 1, 2009 subject to the provisions of subsection F below. Part-time employees working a minimum of twenty (20) hours per week receive sick leave pro-rated on hours worked.

C. Sick leave may be used for medical or dental appointments that cannot be made outside of work hours. Sick leave may be taken in one (1) hour blocks.

D. The Employer shall make extra compensation to those employees hired prior to January 1, 2009 who do not utilize their sick days by paying them on December 1 at their daily rate for one-half (1/2) of the annual fifteen (15) day allotment not used in the period from December 1 to November 30 of the prior year providing the employee maintains a "Sick Bank" of Fifty (50) days for the entire period. Once the "Sick Bank" requirement is met, the employee may choose the option of adding the unused days to their "Sick Bank".

E. The Employer shall make extra compensation to those employees hired after January 1, 2009 who do not utilize their sick days by paying them on December 1 at their daily rate for one-half (1/2) of the annual fifteen (15) day allotment not used in the period from December 1 to November 30 of the prior year providing the employee maintains a "Sick

Bank” of sixty (60) days for the entire period. Their sick bank cannot exceed sixty (60) days.

F. Sick bank shall be capped at \$20,000. Any employee whose current bank is greater than \$20,000 will be grandfathered at that amount as long as they retain the appropriate number of sick days. Grandfathered employees may accumulate additional sick days but their individual dollar cap will not increase.

SECTION 2 – PERSONAL LEAVE BUSINESS

Each member of the unit entitled to and shall receive three (3) personal days to be taken without reason but with the advance approval of the Library Director. This time may be taken in hourly, half-day or full day blocks. Personal time may not be accumulated from year to year and will not be paid out at the end of the year. Personal time may not be added to vacation time or floating holidays.

SECTION 3 – JURY DUTY

When an employee is absent from work because of jury duty certified by the Clerk of the Court, the employee shall be paid the employee’s regular daily rate of pay pursuant to NJ State Law subject to the following conditions:

A. When jury service is completed prior to 12:00 noon, the employee is required to telephone the employee’s immediate supervisor and to report to work if required;

B. The employee must notify the employee’s supervisor within 48 hours following the receipt of a summons for jury service.

C. The provisions of this article shall not apply when an employee voluntarily seeks jury duty service.

SECTION 4 – BEREAVEMENT

Full-time and part-time employees may be granted up to five (5) paid bereavement days per term of this Agreement in the event of a death in the employee’s immediate family. If

needed, additional time can be deducted from sick leave, vacation leave, or personal business leave. Immediate family shall be defined as parents, siblings, spouses, domestic partners, children, grandparents, grandchildren, in-laws, or any other family member living in the employee's household.

SECTION 5 – FAMILY LEAVE

Maternity/Paternity/Adoption leaves may be granted for up to one (1) year, and where possible, must be requested in writing to the Director at least two (2) months before the requested leave. The request must be favorably endorsed by the Director and approved by the Board of Trustees before becoming effective. Employees may use accumulated sick leave and vacation leave for maternity/paternity/adoption purposes. When all benefits and accumulated leaves are exhausted Maternity/Paternity/Adoption leaves may continue on an unpaid basis. During the unpaid portion, all benefits will be suspended, except health benefits, which must be paid by the employee. The employee must apply in writing for reinstatement at least thirty (30) days prior to the date on which he/she intends to return. Maternity/Paternity/Adoption leave will not be credited towards longevity.

SECTION 6- RELIGIOUS OBSERVANCE

Full-time and part-time employees working twenty (20) hours or more may use vacation days, personal business days, or compensatory time for religious observance. In the event that such time has been exhausted, absences for religious observance will not be paid.

SECTION 7 – LEAVES WITHOUT PAY

Leaves without pay may be granted to full-time employees by the Board of Trustees based on the recommendation of the Director. Leaves without pay may also be granted to part-time employees on a pro-rated basis. In addition, part-time employees will receive all time-related benefits that are offered to full-time employees, on a pro-rated basis.

SECTION 8 – RETIREMENT

1. Three (3) months' notice of intent to retire is required by all employees. Upon retirement as defined by the Public Employment Retirement System, an employee will be entitled to a stipend according to the following schedule subject to the \$20,000 limit as set forth in Article IX, Section 1F above:

- A. 5 years of service = 25% of sick days (Maximum 35)
- B. 6-10 years of service = 35% of sick days (Maximum 75)
- C. 11-15 years of service = 50% of sick days (Maximum 100)
- D. 16-20 years of service = 60% of sick days (Maximum 140)
- E. 20 or more years of service = 75% of sick days (Maximum 203)

2. RESIGNATION

Any terminal compensation may at the discretion of the Library Board of Trustees be paid out over three years due to financial need. Employees may meet with Library Director to discuss their individual situation.

Four (4) weeks' prior notice of resignation to the Director is required by members of the Professional Staff and Two (2) weeks' prior notice of resignation to the Director is required by the Support Staff.

SECTION 9 – TERMINAL PAY

In the event that a Union member is discharged for cause, the member shall leave the premises immediately. In the event that a Union member is to be discharged due to downsizing, the Library will give two (2) weeks' notice or two (2) weeks' pay at the employee's basic weekly wage in lieu of said notice.

ARTICLE X

BENEFITS

1. Subject to Subsection 3 of this Article X, the Library will provide so long as the Borough will provide and pay for a comprehensive health insurance plan which includes in and out of network coverage, for all full-time employees covered by this Agreement and their families, of the same time and in the same amounts of coverage, as presently exists. The Library may change insurance carriers, provided that the level of benefits remains equivalent.

2. Subject to Subsection 3 following, hospitalization insurance premiums shall be paid for retired employees for a period of three (3) years. To qualify, an employee must have attained the age of sixty (60) at the time of retirement, and have completed no less than twenty (20) years of service to the Library.

3. The Library will provide so long as the Borough will provide each employee with a family dental plan, vision care plan, and prescription drug plan. The Library will provide, to any employee who requests it, full information about these plans. Employees shall contribute to their health insurance as required by New Jersey State Law, Chapter 2, P.L. 2010, dated May 21, 2010 and P.L. 2011 c. 78 dated June 26, 2011, and as they may be amended from time to time.

4. Employees hired after January 1, 2009 will pay Thirty Dollars (\$30.00) per pay period or more as required by state law towards dependent children's health coverage. Employees providing proof of coverage under a spouse's medical insurance may elect to receive one-half (1/2) of the cost of individual coverage to be paid quarterly (with deductions) for employees opting out of the Borough's Medical Insurance Plan and have their names removed from the insured list.

5. Subject to Subsection 3 of this Article X, the Library will provide so long as the Borough will provide a family health care plan for employees and their families, for

employees who retire after twenty-five (25) years of service or upon disability retirement, which plan shall be the same as or equivalent to that which is currently being provided to members of the bargaining unit. All premiums and increases subsequent to retirement shall be borne entirely by the Library until the retiree attains age 65, except that any employee who has twenty-five (25) or more years of service as of December 31, 2011, shall be provided with said coverage by the Library to age sixty-eight (68), unless the employee obtains new employment which provided him/her with the same or equivalent coverage and under the same or similar conditions, in which event the employee must accept the employer's coverage.

6. In addition, subject to the prevailing law at the time, if the retiree so chooses and upon notification to the Library, the Library shall continue to maintain this insurance coverage after the expiration terms referenced above provided that thereafter the retiree assumes payment of the premiums.

7. The Library will provide so long as the Borough provides the currently effective optical plan for employees of the Library and their families.

8. The Library shall maintain so long as the Borough does, its Delta Dental Service Plan, or equivalent with orthodontia service.

ARTICLE XI

BULLETIN BOARD

The Board will supply one (1) bulletin board for the use of the members to be placed in a conspicuous location. The members shall use the board for posting of notices pertaining to Union business and activity.

ARTICLE XII

SETTLEMENT OF GRIEVANCES

A. 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 unit members are afforded adequate opportunity to discuss and dispose of their differences.

B. For the purpose of this Agreement, the term “grievance” shall mean a dispute, which arises after the effective date of this Agreement concerning the meaning and application of the express written provisions of this Agreement. All matters within the Board’s managerial rights are not subject to grievance procedures.

C. Where the Union fails to follow the procedure (including all applicable time frames) set forth herein, such grievance shall be deemed waived.

D. An aggrieved unit 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 Union participates.

E. All reasonable efforts shall be made to avoid involvement of patrons in the grievance procedure.

F. The Board shall make available to the Union all relevant information that may legally be required for the Union to fulfill its statutory duties and fairly represent its members.

G. PROCEDURE

STEP 1 – An aggrieved unit member shall attempt to resolve any grievance with the Director within four (4) working days from the date of the occurrence.

STEP 2 – If the matter is not settled pursuant to Step One within five (5) days of presentation, the Union shall have five (5) days to present the grievance in writing to the Director. A meeting will be scheduled by the Director within ten (10) days of the presentation of the written grievance. After such meeting, the Director shall have five (5) days to render a written response to the grievance. If the Director fails to respond within five (5) days, the grievance may proceed to the next level.

STEP 3 – If the matter is not settled at Step Two, the Union may present the grievance in writing to the Library Board within five (5) days of receipt of the Director's response. A Board appointed representative shall meet with the Union ten (10) days. The Board will render a decision to the grievance through its designee within fifteen (15) days of the meeting. If the Board fails to respond to within fifteen (15) days, the grievance may proceed to the next level.

STEP 4 – If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days, the Union may refer the grievance to PERC for selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add or subtract from the Agreement when interpreting same. The cost of the arbitration shall be borne equally by both parties.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

- A. The normal work day for staff shall be seven (7) hours. Specific schedules and hours shall be as scheduled by the Library from time to time.

- B. Overtime at time and one-half (1 ½) the base rate shall be provided only for authorized work in excess of forty (40) hours worked per week for all staff. Work in excess of thirty-five (35) hours worked per week shall be compensated in time off.

- C. All working time shall be properly recorded in accordance with Library procedures.

D. All employees shall work a reasonable amount of overtime when requested by the Library. The Library reserves the right to schedule or reschedule employees in accordance with its needs; this right specifically includes, but is not limited to, scheduling evenings and Saturdays as normal work days. The normal work schedule for custodian is during the daytime hours, Monday through Friday. If the Library is to be open on Sundays, it will notify the Union in advance.

E. If the Library is to be open on Sunday, the employees will receive time and one-half (1½) their regular hourly rate.

F. All employees working at least seven (7) hours shall be entitled to one (1) fifteen minute break per morning and one (1) per afternoon. All breaks should reflect that each service area will be covered during that period of time. All meal breaks are to be taken on the employee's own time, as scheduled by the Library. Any employee who is absent for three (3) consecutive days and/or taking a sick day before or after a holiday or vacation must have a doctor's note.

G. The Library shall have the right to dock an employee's pay a quarter (1/4) hour's pay for each quarter (1/4) hour that he/she is late on a consistent or repetitive basis. The Library shall have the discretion not to dock any employee's pay for lateness upon good or just cause shown as the reason for the lateness.

H. On-call assignments will be rotated as equitably as reasonably possible. Stand-by or comp pay shall be provided if required.

ARTICLE XIV

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 stove and refrigerator, for use of the Union members during the lunch period.

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. The safety committee will include at least two (2) Union members. The Board shall notify the committee of any proposed measure to expose the workers to potential harm or chemical exposure, such as painting or construction work, and will provide relevant data sheets, if any.

ARTICLE XV

STAFF DEVELOPMENT AND EDUCATION

A Union member desiring to take an extension course, or attend an extended seminar or workshop in any field related to his/her work which will benefit both his/her work and the Library should be permitted to do so at the discretion of the Director. Time off with pay will be allowed and the Library may pay fees and expenses, if funds are available.

ARTICLE XVI

SENIORITY

If employees are laid off, employees in each classification with the longest service shall be laid off last and rehired first. All such layoffs shall be based on the classification

seniority list and all furloughed employees shall be rehired in the reverse order in which they have been laid off. No new employees shall be hired until all laid off employees have been recalled.

ARTICLE XVII

PROBATIONARY PERIOD

1. There is a three (3) month probationary period for new employees. At the end of the three (3) month period, the employee shall receive all the benefits of the Union contract including the raise negotiated, all retroactive to the date of hire.
2. The three (3) month probationary period also pertains to an employee promoted to a higher classification, but if the higher classification job has not worked out, the employee will be allowed to return to the previous classification with no probationary period.

ARTICLE XVIII

MILITARY LEAVE

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XIX

PENSION

1. The Library shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.
2. The Library will pay to the appropriate Retirement Fund all amounts which the Fund will accept on account of any payments made to employees pursuant to this Agreement.

3. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Retirement Fund, then resolution of said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

APPENDIX A
HOLIDAYS

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENTS' DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY

This Agreement is in effect from January 1, 2012 to December 31, 2014

Library Board of Trustees

Tina De Lucia

President

Local 108 Public Employees Division

RWDSU, UFCW

Mary Koo
Nancy Mahoney
Joseph S. Parnell B/A

Representative

a
m. d. m. m.

Witness

G. C.
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