

AGREEMENT

BETWEEN

ROCKAWAY TOWNSHIP FREE PUBLIC LIBRARY
MORRIS COUNTY, NEW JERSEY

AND

MORRIS COUNCIL NO. 6, N.J.C.S.A.

JANUARY 1, 2022 through DECEMBER 31, 2024

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PREAMBLE

This Agreement entered into this day, of , 2022, by and between the Rockaway Township Free Public Library in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the “Library”), and Morris Council No. 6, N.J.C.S.A., (hereinafter called the “Association”), represents the complete and final understanding on all bargainable issues between the Library and the Association.

ARTICLE I - RECOGNITION

The Library hereby recognizes the Association as the exclusive negotiating agent for all full-time and permanent part-time employees of the Library, including the following Civil Service titles:

- Principal Librarian
- Senior Librarian
- Librarian
- Supervising Library Assistant
- Principal Library Assistant
- Senior Library Assistant
- Library Assistant
- Library Page

All other titles are excluded. Any new titles or change in existing titles by the Civil Service Commission shall be subject to negotiations to determine unit placement and other bargainable issues.

ARTICLE II – NEGOTIATION PROCEDURES

1. The Library agrees to furnish the Association, in response to reasonable request made by the Association from time to time, all available information and data concerning the Library which the Association may require in connection with negotiations. The agreement to provide information, upon request, shall be reciprocal.

2. The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiation shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares impasse.

3. The Association shall submit its contract proposals to the Board of Trustees no later than October 15th and the Board shall submit its proposals no later than December 1st of the Calendar year in which the contract expires. Such submission of proposals shall constitute the opening of formal negotiations. In the event proposals are not provided by the Board by the aforementioned date, the current agreement shall continue in full force and effect until a new contract is negotiated or impasse has been reached and the mediation procedure has been completed, along with fact finding if invoked by the Public Employment Relations Commission.

ARTICLE III - ASSOCIATION REPRESENTATIVES

One (1) Shop Steward and one (1) Alternate Shop Steward may be appointed to represent the Association in grievances with the Library.

ARTICLE IV - GRIEVANCE PROCEDURE

Definitions:

1. The term “grievance” means a dispute involving the application, interpretation or alleged violation of this Agreement.
2. An “aggrieved person” is the person or persons making the claims.
3. “Employee” is defined as a full-time or permanent part-time employee represented by the Association.

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees of the Library, solely restricted to the terms and conditions of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The procedure shall be as follows:

1. An aggrieved person shall notify the Library Director in writing of the nature of the grievance within ten working days of the event giving rise to the grievance. Within five (5) working days of receipt of the notice, the Library Director shall meet with the aggrieved person and attempt to adjust or resolve such grievance. The Library Director shall render his/her decision, in writing within five working days after such meeting.
2. If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may present the grievance to the Grievance Committee of the Library Board of Trustees, in writing, within ten (10) working days after receipt of the decision of the Library Director. The notice shall set forth the nature of the grievance and the reasons he/she is dissatisfied with the decision of the

Library Director. In the case of disciplinary action grievances, the written notice to the Grievance Committee of the Library Board of Trustees shall be presented within ten (10) working days after receipt of the decision of the Library Director. The Grievance Committee of the Library Board of Trustees shall arrange to meet with the aggrieved person and the Association Representative and attempt to adjust or resolve such grievance. The Grievance Committee of the Board of Trustees shall render a decision in writing within ten (10) working days after such meeting.

3. If such grievance is not resolved to the satisfaction of the aggrieved person, the Association may, within fifteen (15) working days after receipt of the Board's decision, petition for arbitration in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission. No arbitration shall commence within thirty (30) working days of the Library Board's decision.

4. The arbitrator selected shall hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be binding on the parties.

5. All the cost of arbitration, including the costs of services of the arbitrator, but not including any attorney fees, shall be borne equally by the Library and Association.

ARTICLE V - NO-STRIKE PLEDGE

1. The Association covenants and agrees that during the term of this agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Library. The Association agrees that such action would constitute a material breach of this Agreement.

2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Library to invoke any of the following alternatives:

- A. Withdrawal of dues deduction privileges.
- B. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Library.

4. Nothing contained in this agreement 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 have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE VI - NON DISCRIMINATION

1. There shall be no discrimination by the Library or the Association against an employee on account of race, color, creed, sex, sexual orientation, age, national origin, ancestry, marital status, handicap, political affiliation or association activity.

2. There shall be no discrimination, interference, restraint, or coercion by the Association or the Library or any of its representatives against any of the employees covered under this agreement because of his or her membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE VII - DEDUCTION FROM SALARY

1. The Library agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Association treasurer on the tenth (10th) working day after the last payroll paid for the prior month.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Library written notice thirty (30) days prior to the effective date of such change.

3. The Association will provide the necessary check-off authorization form and the Association will secure the signature of its members on the forms and deliver the signed forms to designated Library officials. The Association shall indemnify, defend and save the Library

harmless against any and all such claims, demands, suits or other forms of liability that may rise out of or by reason of action taken by the Library under this Article.

4. The Library agrees to the continuation of an Agency Shop in accordance with N.J.S.A. 34:13A-5.5 if permitted by law.

ARTICLE VIII - MANAGEMENT RIGHTS

1. The Library hereby retains and reserves unto itself, without limitation, all powers, 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 not without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Library and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

2. Nothing contained herein shall be construed to deny or restrict the Library of its powers, rights, authority, duties and responsibilities under R.S. 40A and R.S. 11A or any national, state, county, or local law or ordinances.

ARTICLE IX – SALARIES, WAGES AND LONGEVITY

1. Salary Adjustments.

A. Effective January 1, 2022, all employees, other than Library Page, shall receive an increase of 2.5%. The January 1, 2022 increase shall be paid retroactively to January 1, 2022 or the employee's date of hire if after January 1, 2022.

B. Effective January 1, 2023, all employees other than Library Page shall receive an increase of 2.5%.

C. Effective January 1, 2024, all employees other than Library Page shall receive an increase of 2.5%.

D. For the duration of this collective negotiations agreement, the wage rate for Library Page shall be \$10 per hour for persons under 18 and the then the applicable minimum wage for persons 18 or older.

E. Salary range minimums shall be increased from the 2021 rates by same percentage salary increases on the dates of each increase set forth above. Salary for any employee who falls below the minimum following an increase shall be adjusted to a salary above the new minimum. See RTFPL Minimum Salary Range Chart, attached.

F. The salary adjustments for employees at minimum wage shall continue for term of the contract.

G. When an employee is promoted to new title, he or she will receive a salary increase of ten (10%) percent above his or her current salary or the minimum salary of the new position, whichever is greater.

H. The minimum salary ranges shall increase from the 2021 rates at the percentage rates and on the respective dates set forth in Subsection 1A--F above for each year of the 2022-2024 Agreement. See RTFPL Minimum Salary Range Chart attached.

2. Longevity Stipends. Employees shall be entitled to Non-Salary Longevity Stipends as follows:

A. All employees who achieved at least ten years of consecutive employment with the Library by December 31, 2021 shall receive a “10 year” non-salary longevity stipend of \$250 processed within 30 days of the June 29, 2022 ratification of the MOA.

B. In addition to the \$250 set forth in Section A above, for the first quarter of 2022 and thereafter, the paycheck following the conclusion of each annual quarter (Jan-Mar, Apr-Jun, Jul-Sep and Oct-Dec), upon reaching the anniversaries set forth below, employees shall be entitled to one-time non-salary longevity stipend based on consecutive employment with the Library from their date of hire through the designated service anniversary every five years:

<u>Service Anniversary</u>	<u>Longevity Stipend</u>
10 Years:	\$250
15 Years	\$300
20 Years	\$350
25 Years	\$350
30 Years	\$350
35 Years and every 5 th Year Anniversary reached thereafter	\$350

It is the understanding of the parties that all employees who exceeded 10 years of consecutive service by December 31, 2021 will remain entitled to any additional longevity stipends they may be entitled to by reaching an additional service anniversary in 2022. For example, if an employee reached their 25th year service anniversary on March 1, 2022, they would receive the \$350 for that anniversary plus the \$250 stipend for having already reached their 10 year service anniversary by December 31, 2021. It is agreed that said employee would not be entitled to any stipend for their 15th year anniversary reached in 2012 or their 20th year anniversary reached in 2017. The only stipends available for anniversaries that occurred prior to January 1, 2022 are the \$250 for 10 years set forth in Section A above. Finally, these stipends are one-time payments that do not repeat. Thus, the longevity stipend for reaching 20 years, 25 years and 30 years is the same one-time payment of \$350.

ARTICLE X – HOURS AND OVERTIME

The standard workweek for full-time professional and non-professional salaried employees shall consist of thirty-five (35) compensated work hours, as established by the Library per employee. All other employees work on a per-hour basis as established by the Library per employee.

1. No employee shall be eligible for employer-paid health benefits unless he or she works a minimum of thirty (30) hours per week.
2. Evening and Weekend Work - Evening, Saturday and Sunday work hours are a condition of employment for employees hired on or after January 1, 2003.

Sunday Hours

1. The Library will be open on Sundays from 1:00 p.m. to 4:00 p.m. from the week after Labor Day through the Sunday before Memorial Day, closing on Sundays during the Summer. All new employees hired after January 1, 2003 will be required to work Sunday hours. After the required Sunday work hours are scheduled, the Library will first seek to fill the remaining hours with volunteers from its staff. Library employees who work Sundays will receive time and a half pay. Any further remaining Sunday hours may be filled by employees from other libraries.

2. Meal Time - Hourly rate staff scheduled to work a consecutive onsite eight (8) hour day will receive a forty-five (45) minute paid lunch. Salaried staff work an eight-hour day with a one-hour unpaid lunch. (Salaried employees are paid for seven (7) hours in an eight (8) hour day). Employees working a six (6) hour day are entitled to a thirty (30) minute break without loss of pay.

3. Rest Periods - Each employee is allowed to take one (1) fifteen (15) minute break per four (4) hour work period. Breaks may not be used to extend a lunch or dinner hour or to shorten the workday. Sufficient coverage must always be maintained at public service.

4. Work Beyond Regular Shift - Employees may not be required to work beyond his/her scheduled hours. If an employee voluntarily works beyond his/her scheduled hours, the employee shall be paid straight time up to forty (40) hours per week and at time and one half (1½) the employee's hourly rate for each hour worked above forty (40) hours in a work week.

Employees shall obtain prior approval from management prior to working overtime outside of their regularly scheduled hours.

5. Sunday Holidays - Holidays occurring on Sunday will not be acknowledged as a working day, and therefore not scheduled. No staff member will have holiday hours deducted for Sunday holidays.

ARTICLE XI - HOLIDAYS AND PERSONAL DAYS

1. Library Holidays. The Library will provide thirteen (13) paid holidays. These days shall include the twelve (12) holidays listed below and one additional day, which shall be selected at the discretion of the Board of Trustees at the beginning of each year:

New Year's Day	Labor Day (Monday)
Washington's Birthday	Good Friday
Thanksgiving	Friday after Thanksgiving
Memorial Day	Independence Day
Labor Day (Saturday)	Christmas Eve
Christmas	New Year's Eve

Employees shall only receive compensatory time (earning comp hours = 1 hour earned per 1 hour worked) for holiday time worked. The earned time can NO LONGER be banked and/or sold back at the end of the year. The earned compensatory time MUST be scheduled and utilized within 90 days from the day of working/earning the holiday hours. The comp time may only be scheduled and utilized with prior approval of the Director. However, the scheduling usage of the time shall NOT be unreasonably denied. If the hours are NOT utilized within the 90 days, then the employee shall lose the earned comp time.

In the event that a holiday is observed during an employee's paid vacation, she\he is entitled to an additional vacation day. Holiday hours are pro-rated for part-time hourly employees. The

Library Board of Trustees reserves the right to make policy on Library closings for holidays.

The Library will close on the Wednesday before Thanksgiving at 5:00 p.m.

2. Personal Days. In addition to holiday and vacation leave, regular permanent and provisional full and part-time employees are granted two (2) days off annually to be used for personal business.

3. Full-time employees earn vacation, sick, holiday and personal leave. Part-time employees earn vacation, sick, holiday and personal leave pro-rated to the hours that they work. Effective January 1, 2018, the formula set forth below shall be reinstated for calculating vacation, sick, holiday, personal leave and bereavement leave for part-time professional and part-time non-professional employees.

* **Formula for part time employees:** (# of benefit days earned) x (hours per week/35) x 8

* **Formula for full time employees:** (# of benefit days earned) x (hours per week/35) x 7

**ARTICLE XII - HEALTH, MEDICAL, LIFE INSURANCE
AND OTHER BENEFITS; NOTICE OF INTENT TO RETIRE**

1. The Library shall provide major medical, dental, vision, disability, prescription and life insurance coverage for all eligible employees who are regularly scheduled to work at least thirty (30) hours per week. The qualification for Full Time Employment status shall be regularly scheduled hours at or exceeding thirty (30) per week. The following is a list of those health, medical, dental, vision, disability, prescription and life insurance benefits provided by the Library under the collective bargaining agreement.

A. The Library at its expense shall provide for all employees, their spouses and eligible dependents enrollment in the New Jersey State Health Benefits Program

including major medical and the Library shall continue to provide dental, vision, disability, prescription and life insurance. Prescription shall include a co-pay of \$2.00 for mail order, \$3.00 for generic and \$5.00 for brand name drugs. The foregoing benefits and enrollment in the New Jersey State Health Benefits Plan shall remain in effect without change except through written agreement of the Association.

B. Employees eligible for medical coverage- shall continue a copayment equal to that required by Tier 4 on the Rate Chart established by P.L. 2011, Chapter 78, provided all Library employees entitled to the Library's Health Benefits receive the same level of coverage provided by the existing coverage. This provision shall not affect retiree health benefits or require any co-payment for retirees.

2. Health benefits that were received during employment shall continue upon retirement and the Library will assume the entire cost, including all of the benefits referred to in this Article XII, Section A for retirees who meet one of the three following criteria:

A. One must have at least twenty-five (25) years in the State Pension Plan and must be at least fifty-five (55) years of age.

B. One must have fifteen (15) years of service with the Library and be at least sixty-two (62) years of age.

C. One must be retired on disability within a state administered pension plan or any retirement covered in Chapter 88 Laws of 1974.

3. A surviving spouse and/or eligible dependents, at the expense of the Library shall continue to receive all of the benefits referred to in this Article if the Retired employee dies.

4. Employees enrolled in the Medicare Program and surviving spouses will be reimbursed for the cost of Medicare Part B, by the Library upon presentation of proof that such cost has been paid by the employee.

5. The comprehensive health, medical, life insurance and other benefit programs currently in existence will continue without change except through written agreement of the Association.

6. Employees hired on or after January 1, 2016 shall only be eligible for paid health benefits in retirement, if the employee qualifies for retiree health benefits by working 25 years in the pension system. In addition, the Library shall only be responsible for providing retiree health benefits until the employee/retiree becomes Medicare eligible.

7. Employees shall provide written notice to the Library Director at least three (3) months in advance of their planned service retirement date.

ARTICLE XIII - SICK LEAVE

1. Sick Leave Accrual: First Year full-time Personnel shall earn sick leave with pay at the rate of one (1) day per month for each month worked during the remainder of the first (1st) calendar year of employment.

Each employee shall be credited with fifteen (15) days cumulative sick leave annually for each succeeding calendar year of full time employment.

2. Temporary and Seasonal Personnel do not earn sick leave with pay.

3. Terminal Leave: Sick leave cannot be used as terminal leave when leaving the employ of the Library. If upon termination after a year's service, an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of sick leave taken in excess of the number of sick

days to which he/she is entitled.

4. Medical/Dental Appointments: Upon approval of the Director, sick leave may be used for keeping a medical or dental appointment.

5. If an employee is absent for reasons that entitle him/her to sick leave, that illness must be reported to the Library Director at least one hour before the employee is scheduled to work. The Library shall prepare a procedure for notification that should be followed in the event of the non-availability of the Library Director.

Failure to so notify his/her supervisor or director may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five (5) consecutive working days shall constitute a resignation not in good standing.

6. Unused Sick Leave Accumulation: Upon cessation of employment with the Library, employees with twenty-five (25) or more years of service shall be compensated for unpaid sick leave subject to the following limitation:

A. Current employees who have not reached 1000 sick hours will be compensated for a maximum of 1000 hours of unused sick leave that has been accumulated by the employee after January 1, 2003.

B. Current employees who have 1000 hours of accumulated sick leave by December 31, 2002 will be compensated at the level of hours accrued on December 31, 2002 (grandfather clause).

C. Current employees whose accumulated sick leave were higher than 1,000 hours as of December 31, 1993 and were frozen as of December 31, 1993, will be compensated for the amount accrued as of December 31, 1993, if that amount is

over 1,000 hours (grandfather clause).

D. Employees with less than 25 years of service at time of retirement, shall be entitled to one-half (½) pay for all unused sick time provided that the employee is eligible under the following conditions:

- i. Enrolled in the New Jersey State Pension Plan for ten (10) or more years.
- ii. Employed by the Library for ten (10) or more years.
- iii. Eligible for retirement as defined by the New Jersey Public Employees Pension Plan.

Employees hired on or after January 1, 2016 shall NO LONGER be eligible for selling back sick days upon separation or retirement.

Payment for unused sick leave at the time of retirement will be paid according to the following optional plans:

- i. Lump sum payment in January of the year following the year that the employee retired.
- ii. Quarterly payment over a one (1) year period, following the year that the employee retired.
- iii. Quarterly payment over a two (2) year period, following the year that the employee retired.

ARTICLE XIV - DISABILITY LEAVE AND WORKMEN'S COMPENSATION

Disability leave may be granted to an employee who is injured on the job and is temporarily unable to perform her/his duties. In such cases, the Board of Trustees may pass a resolution giving the employee up to one (1) year's leave of absence. The employee's health, pension and life

insurance will continue to be paid by the Rockaway Township Library for employees on disability leave. Disability leave with pay is granted to those employees who work thirty (30) or more hours per week.

ARTICLE XV - BEREAVEMENT LEAVE

1. Immediate Family: Mourning leave for five (5) days with pay will be allowed for death in the immediate family. Bereavement Leave pay will only be provided for regularly scheduled days of work. For example, if an employee is regularly scheduled to work four (4) hours on Mondays and four (4) hours on Wednesdays, that employee would be eligible for up to eight (8) hours of Bereavement Leave for a death in the immediate family, for one (1) Monday and one (1) Wednesday. Additional time may be deducted from sick or annual leave at the discretion of the Director.

2. "Immediate family" means father, mother, stepfather, stepmother, spouse, child, foster child, stepchild, sister, brother, mother-in-law, father-in-law, or grandparent of the employee or employee's spouse or domestic partner.

ARTICLE XVI – VACATION

1. Full time professional provisional and permanent employees hired on or prior to January 1, 2018 will receive twenty (20) working days vacation per year accrued at the rate of one and two-thirds (1-2/3) days per month. Part-time hourly-rate professional employees hired on or prior to January 1, 2018 will receive twenty (20) days vacation prorated to the hours worked per week.

Full time professional provisional and permanent employees hired after January 1, 2018 will receive fifteen (15) working days vacation per year accrued through their tenth (10th) year of

employment at the rate of one and one-quarter (1-1/4) days per month. After completion of ten (10) years of service, full time professional provisional and permanent employees hired after January 1, 2018 will receive twenty (20) working days vacation per year accrued at the rate of one and two-thirds (1-2/3) days per month.

Part-time hourly-rate professional employees hired after January 1, 2018 will receive fifteen (15) working days vacation per year accrued through their tenth (10th) year of employment at the rate of one and one-quarter (1-1/4) days per month, prorated to the hours worked per week. After completion of ten (10) years of service, part-time hourly-rate professional employees hired after January 1, 2018 will receive twenty (20) days' vacation prorated to the hours worked per week.

Non-professional, permanent and provisional full-time and part-time hourly-rate employees will receive one (1) working day of vacation for each month of service for the first calendar year. After the first calendar year and up to ten (10) years of service they shall receive twelve (12) working days vacation. After ten (10) years and up to twenty (20) years of service they shall receive fifteen (15) working days vacation. After twenty (20) years of service they shall receive twenty (20) working days of vacation. Additional vacation leave will be paid from the day after the anniversary date of employee service.

All vacation hours are accrued based on hours worked. Required Sunday work hours shall be included in weekly hours when calculating earned vacation time.

3. Temporary or Seasonal Employees do not earn vacation leave.

4. Unused Vacation Leave. Two (2) weeks of unused vacation may be carried over into the following calendar year by full-time and part time hourly employees, provided the request is

made in writing to the Director by October 1st and the Director has approved the request. Employees may choose to be paid for accumulated unused vacation at the end of the current work year up to a maximum of one (1) week. The Director shall respond to requests for carryover within fourteen (14) days of receipt of the request. Employees cannot retain more than thirty (30) vacation days at any time and any unused days beyond that number will be lost. All accumulated vacation leave that is not used at the end of the second (2nd) year will be lost.

5. Vacations shall be scheduled by the Library, giving due regard to employee preferences. However, priority shall be given to maintaining minimum manpower necessary for Library operations.

ARTICLE XVII - OTHER LEAVES

1. Jury Duty.

All permanent employees called to serve on jury duty shall receive leave for said purpose with pay, provided that prompt notice of the requirement to serve is given to the Director. Employees compensated for jury duty must reimburse the Library for anything above their normal salary. Those excused from serving jury duty for particular days before the end of the time must report for work.

2. Military Leave.

Any full-time employee who is a member of the National Guard, Air National Guard, or a reserve component of any of the Armed Forces of the United States, and is required to engage in field training shall be granted a military leave of absence as required by law.

ARTICLE XVIII - INCLEMENT WEATHER & OTHER EMERGENCY CLOSING

If the Library is closed for inclement weather or other emergencies, permanent Library employees scheduled to work that day will be paid for the day. Temporary employees will not be paid for an inclement weather closing day.

The Library will close once the inside temperature reaches 82 degrees Fahrenheit or drops below 58 degrees Fahrenheit. Temperature must be average temperature throughout the building, sustained and not a spike. In such a case, employees working and/or scheduled to work and not on approved absence shall be paid for the entire/remainder of the shift.

ARTICLE XIX - EDUCATIONAL REIMBURSEMENT AND EXAMINATIONS

1. The Library shall reimburse employees for costs associated with educational workshops provided:

A. The Employee receives prior approval from the Library which shall not unreasonably be denied.

B. The workshop educational course is related to the employee's job.

2. Reimbursement shall include ancillary costs such as mileage and registration fees, books, and any other charges by the institution providing the workshops. Meals and other personal costs are the responsibility of the employee.

ARTICLE XX – TRAVEL REIMBURSEMENT

The Library shall reimburse employees for traveling costs requiring use of employee's automobile for Library business at the current IRS per mile reimbursement rate at the time the travel occurred. Mileage computation will be determined from the Library Building or the employee's home, whichever is less. Receipted tolls and parking expenses shall be reimbursed.

ARTICLE XXI – PERSONNEL MANUAL

1. A committee comprised of up to three (3) Council 6 members and the Library Director shall review the Library personnel manual every three (3) years to make recommendations to the Library Board for consideration.

2. If there are any conflicts between the Library Personnel Manual and the collective negotiations agreement ("CNA"), the CNA will control.

ARTICLE XXII – EMPLOYEE EVALUATIONS

The purpose of a performance evaluation is to help employees make progress in their work and learn where they stand in the minds of their supervisors. Performance reviews will be held:

Provisional Employees – after three months and six months employment.

Permanent Employees – after three months during a working test period and annually thereafter.

Disagreement with the performance rating, or parts thereof, may be voiced and objections to an unfavorable rating may be expressed in writing to the Director within thirty days. Any written statement by the employee will become a part of the personnel folder along with the evaluation form.

ARTICLE XXIII – HEALTH AND SAFETY

Upon the request of Council 6, the Library Director shall meet with a committee of up to three (3) Council 6 members to make recommendations to the Library Board on health and safety issues for the Board’s consideration. The Library Director shall only be obligated to attend such a meeting once per year.

ARTICLE XXIV - FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. 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 or signed this Agreement.

ARTICLE XXV - SEPARABILITY AND SAVINGS

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

ARTICLE XXVI - DURATION OF AGREEMENT

The Agreement shall be for three (3) years commencing January 1, 2022 and terminating on December 31, 2024.

RATIFICATION PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rockaway, New Jersey, on the _____ day of _____, 2022.

**ROCKAWAY TOWNSHIP FREE PUBLIC LIBRARY
MORRIS COUNTY NEW JERSEY**

WITNESS:

_____ **By:** _____
MARIE ONOREVOLE, President

MORRIS COUNCIL NO. 6, N.J.C.S.A..

WITNESS:

_____ **By:** _____
LIZ SUTULA, President

Salary calculations for 2022-2024

Title	Jul-21	2.50%	2.50%	2.50%	
		January 2022 Increase	January 2023 Increase	January 2024 Increase	
Librarian	\$28.8045	29.5246	30.2627	31.0193	hr
	\$52,424.19	\$53,734.79	\$55,078.16	\$56,455.12	annual
Sr. Librarian	\$33.9616	34.8106	35.6809	36.5729	hr
	\$61,810.11	\$63,355.36	\$64,939.25	\$66,562.73	annual
Principal Librarian	\$40.0814	41.0834	42.1105	43.1633	hr
	\$72,948.15	\$74,771.85	\$76,641.15	\$78,557.18	annual
Library Support Positions					
Library Page		\$10/\$13	\$10/\$14.13	\$10/\$15	
Library Assistant	\$15.7057	16.0983	16.5008	16.9133	hr
	\$28,584.37	\$29,298.98	\$30,031.46	\$30,782.24	annual
Senior Lib Ast	\$18.2950	18.7524	19.2212	19.7017	hr
	\$33,296.90	\$34,129.32	\$34,982.56	\$35,857.12	annual
Principal Lib Ast	\$21.3340	21.8674	22.4140	22.9744	hr
	\$38,827.88	\$39,798.58	\$40,793.54	\$41,813.38	annual
Supervising Lib Ast	\$25.3610	25.9950	26.6449	27.3110	hr
	\$46,157.02	\$47,310.95	\$48,493.72	\$49,706.06	annual