

AGREEMENT

Between

COMMUNICATIONS WORKERS OF AMERICA
Local 1031, AFL-CIO

and

THE JOINT FREE PUBLIC LIBRARY OF THE
CHATHAMS

January 1, 2012 to December 31, 2014

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PREAMBLE

This Agreement, made and entered into this 24th day of July 2012, by the Trustees of the Joint Free Public Library of the Chathams, hereinafter referred to as the "Employer", and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 DEFINITION

The terms as herein set forth shall be understood to have the following meaning:

"Permanent Full-Time Employee" shall mean and include persons whose employment is expected to continue indefinitely and are normally scheduled to work thirty-seven (37) hours within a six day period from Monday to the following Saturday inclusive.

"Permanent Part-Time Employee" shall mean and include persons whose employment is expected to continue indefinitely and are normally scheduled to work less than thirty-seven (37) hours within a six day period from Monday to the following Saturday inclusive.

"Temporary Employee" shall mean and include persons whose employment is for a specific job for a specific period of time.

"Probationary Employee" shall mean and include persons who are new permanent or rehired permanent employees who have not been in the employ of the employer for three (3) years. The probationary period

shall be for a period of ninety (90) days. A probationary employee shall have no seniority rights during the probationary period. During this period, management shall have the absolute right to discipline or separate a probationary employee without such action being subject to the Grievance Procedure. When a temporary employee becomes permanent, time worked shall be counted toward any probationary period and seniority.

ARTICLE 2 **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions of all full-time and regularly employed part-time employees, both professional and non-professional, of the Library of the Chathams, excluding managerial, and confidential employees within the meaning of the New Jersey Employer-Employee Relations Act. The Unit specifically includes the following titles: Librarian; Library Assistant, Coordinating Library Assistant; Custodian.

ARTICLE 3 **UNION DUES**

A. Dues Checkoff

The Employer agrees to deduct from the pay of each employee monthly who furnishes a written authorization for such a deduction in a form acceptable to the Employer, the amount of monthly Union Dues. The amount to be deducted shall be certified to the Employer by the Secretary-Treasurer of the Union at least thirty (30) days prior to the month in which the deduction of Union Dues is to be remitted by the Employer to the following address: CWA Dues, Communications Workers of America P.O. Box 70176, Baltimore, MD 21279-0176 by the tenth day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA representative.

B. Agency Fee

In addition, any permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, shall, as a

condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement as long as the Union remains the majority representative of the employees in the unit, unless a modification is made in this provision by a successor agreement between the Union and the Employer.

ARTICLE 4
MANAGEMENT RIGHTS

It is recognized that the management of the Library, the control of its properties, and maintenance of order and the efficiency are solely the responsibilities of the Employer. Accordingly, the Employer retains the following rights except as specifically provided in this Agreement including, but not limited to selection and direction of the employee; to

hire, suspend or discharge for just cause; to make reasonable rules which shall not be inconsistent with this Agreement, to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duties because of lack of work, to decide on the number and location of facilities, to determine the work to be performed; amount of supervision necessary; to decide the staff, and scheduling, and the work assignments; the right to change or introduce processes and methods for the purpose of facility, efficiency and operation of the Library.

ARTICLE 5
GRIEVANCE PROCEDURE

A. **Processing**

1. Any employee who has a complaint or grievance shall discuss it first with the Director (or immediate superior or department head, if applicable) in an attempt to resolve the matter at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, he/she shall set forth the complaint in writing to the Director. This written

complaint shall be made within ten (10) days of the last occurrence of the alleged grievance. The Director shall communicate his/her decision to the aggrieved party in writing, within ten (10) calendar days on the receipt of the written complaint.

3. If the problem is not settled to the satisfaction of both the aggrieved party and his/her respective superiors, either party or both parties may request that the matter be referred to the Personnel Committees of the Library Board of Trustees. This appeal must be made in writing within seven (7) calendar days and must set forth the grounds upon which the grievance is based. The complaint previously filed with the Director and the Director's written decision shall be filed with the appeal to the Personnel Committee. If any of the aforementioned parties so requests, discussion with complainant must be held within thirty (30) calendar days of filing the appeal with the personnel Committee. The Personnel Committee will attempt to resolve the matter as expeditiously as possible but within a period not to exceed

fifteen (15) calendar days. The Personnel Committee shall communicate their decision in writing.

4. If an individual grievance is not settled after reaching the Personnel Committee, the matter may be referred at the request of any party to the full Library Board of Trustees for consideration.
5. The President of the Board shall fix the place and time for the meeting, said hearing to be held within thirty (30) calendar days of receipt of appeal, and shall notify all parties of same in writing.
6. The aggrieved party and/or the Library may have a representative and/or witness of his/her or their choice in attendance at an appeal before the entire Board.
7. The Board shall review the case and render a written decision within twenty-five (25) calendar days of the date of appeal to the full Board. This decision shall be forwarded to the parties concerned through the Library Director.

8. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative.
9. In presenting their grievances, members of the staff shall be assured freedom from prejudicial action. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest.
10. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

B. **General Provisions:**

1. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and the Library Director will distribute the forms as they require these.

2. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
3. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearing shall be held on the Library premises.
4. The Library agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative who is an employee of the Library throughout the grievance procedure. The foregoing, notwithstanding the hearing of grievances, will not result in diminution of library services and/or additional cost to the Library.
5. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

6. Nothing herein contained shall be construed as limiting the right of an employee or group of employees to present grievances directly to the Employer and to have them adjusted within the requirements of the New Jersey Employer-Employee Relations Act, Title 34, New Jersey Statutes Annotated, Chapter 13A-5.3.

Sr. Library Assistant (CLA)	2012 - \$32,946
	2013 - \$32,946
	2014 - \$32,946
Entry Level Librarian	2012 - \$51,780
	2013 - \$51,780
	2014 - \$51,780

ARTICLE 6
WAGES & SCHEDULES

A. Salaries

All employees shall receive wage increases as follows:

Retroactive to January 1, 2012 \$750 across the board to be added to base salary

Effective January 1, 2013 1.75%

Effective January 1, 2014 1.75%

Employees hired after the effective date of this agreement shall start at a salary as shown on the scale below:

Entry Level Library Assistant	2012 - \$28,254
	2013 - \$28,254
	2014 - \$28,254

B. Longevity

Beginning January 1, 2004, employees working a thirty-seven (37) hour week shall receive an annual, lump sum longevity payment upon

completion of the following years of service:

1 through 4	\$1,000
Year 5	\$2,000

Thereafter, an additional \$1,000 at the end of each 5 year period completion of year 10, \$3,000, year 15, \$4,000 etc. (see detailed longevity schedule attached as Exhibit A).

Employees on the payroll as of January 1, 2004 will receive their first longevity payment in the first pay period following January 1, 2005. Those hired after January 1, 2004 will receive their longevity payment in the first pay period following their anniversary date.

For pension purposes only, these payments will be included in base salary.

ARTICLE 7 **HOSPITALIZATION**

All permanent full-time employees desiring coverage for themselves and their families under this contract shall be enrolled in the New Jersey State Health Benefits Plan.

Employees receiving health insurance benefits shall make contributions towards the cost of their coverage in the amount set forth pursuant to P.L. 2011, c. 76.

There shall be no change in the group Hospitalization Medical Plan or any type of Medical Plan paid by the employer on behalf of the employees as shown above, except in the case of a new plan that is equivalent or better.

For employees hired after January 1, 1998, health benefits will be provided for only employees whose regular work schedule is thirty (30) hours or more per week. All employees who qualified and received Health Benefits prior to January 1, 1998 shall receive Health Benefits, contingent upon twenty (20) or more hours a week.

Effective January 1, 2008, any employee who chooses to enroll in the Traditional Plan of the New Jersey State Health Benefits Program shall pay the difference in the premium cost between the Traditional Plan and NJ Plus for Dependent coverage, through a payroll deduction. The Library will provide a list of those costs from the SHBP each fall when they become available.

Up to \$100.00 per year will be reimbursed to each permanent employee, upon receipt of paid bills from an ophthalmologist or optometrist of his/her choice, during the period in which this contract is in force.

ARTICLE 8
HOLIDAYS

A. Permanent full and part-time employees will be granted the following thirteen (13) paid holidays:

- | | |
|----------------------------------|--|
| New Year's Day ^C | Labor Day ^C |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day ^C |
| Good Friday ^C | Day After Thankg ^C |
| Memorial Day ^C | Christmas Eve ^C |
| Independence Day ^C | Christmas Day ^C |

*A religious holiday may be substituted for one of the holidays listed.

Effective January 1, 2011 Lincoln's Birthday and Washington's Birthday shall be deleted from the Holiday schedule. In their place

President's Day and the day after Thanksgiving shall be added.

Lincoln's Birthday and Washington's Birthday shall also be deleted under "c" and President's Day shall be added as a holiday on which the library will remain open and employees who work will be compensated with another day off. The day after Thanksgiving will be a holiday on which the library will be closed.

B. Part-time employees will be paid their scheduled weekly rate divided by five (5) for any holiday they do not work.

C. The Library will remain open on Martin Luther King Day, ~~Lincoln's Birthday, Washington's Birthday~~, ^{President's Day} Columbus Day and Veteran's Day. Employees who work on a holiday will be compensated with another day off.

D. In the event that the Christmas and New Year holidays fall on a Saturday, the following schedule will be followed:

Thursday December 23 Normal schedule 9:30am - 9:00pm

Friday	December 24	Library Closed for Christmas Holiday
Saturday	December 25	Library Closed
Friday	December 31	Normal schedule 9:30am - 6:00pm
Saturday	January 1	Library Closed

The remaining holiday time will be taken at the employee's discretion within the following guidelines:

Floating Veteran's Day holiday may be carried to the end of January of the succeeding year. If it is not used or is unable to be scheduled, it shall be forfeited.

Floating Christmas Eve Holiday - will be taken in December (month in which holiday occurs).

New Years Holiday - will be taken within the same calendar month as the New Year's Holiday.

E. In the event that the Christmas and New Year holidays fall on a Sunday, the following schedule will be followed:

Friday	December 23	Normal schedule 9:30am - 6:00pm
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Saturday	December 24	Library Closed
Sunday	December 25	Library Closed
Monday	December 26	Library Closed for Christmas Holiday
Saturday	December 31	Normal schedule 9:30am - 5:00pm
Sunday	January 1	Library Closed
Monday	January 2	Library Closed for New Year's Day Holiday

The remaining holiday time will be taken at the employee's discretion within the following guidelines:

Floating Christmas Eve Holiday - will be taken in December (month in which holiday occurs).

F. In the event that the Christmas and New Year holidays fall on a Monday, the following schedule will be followed:

Saturday	December 23	Normal schedule 9:30am - 5:00pm
Sunday	December 24	Library Closed
Monday	December 25	Library Closed for Christmas Holiday
Sunday	December 31	Library Closed
Monday	January 1	Library Closed for New Year's Day Holiday

The remaining holiday time will be taken at the employee's discretion within the following guidelines:

Floating Christmas Eve Holiday will be taken in December (month in which holiday occurs).

ARTICLE 9
VACATION

A. Preference in assignment of vacations, insofar as practical, shall be on the basis of seniority.

1. No employee shall be entitled to vacation prior to completion of six (6) months of continuous service.
2. Vacations shall be taken in periods of full weeks, whenever possible, however, vacation may also be scheduled in days.
3. Employees shall be permitted to carry over up to five (5) vacation days to the succeeding year. Any such carry over days must be used by March 31.

4. Vacations will be scheduled with the Library Director's approval.

5. The Heads of Adult Services, Technical Services, Children's Services and Reference may use no more than eight (8) one half vacation days annually.

All other employees may use no more than four (4) one half vacation days annually.

B. Schedule of vacation periods:

Vacation periods shall be granted in each calendar year subject to the following service factors:

Permanent employees engaged on or after
July 1 of current year No Vacation

Permanent employees who will complete
six (6) months of continuous service on
or before December 31 of the
current year One (1) Week

Permanent employees who will complete twelve (12) months of continuous service on or before December 31 of the current year. Two (2) Weeks

Permanent employees who will complete three (3) years of continuous service on or before December 31 of the current year Three (3) Weeks

Permanent employees who will complete four (4) years or more of continuous service on or before December 31 of the current year Four (4) Weeks

- C. Payment for vacations is commensurate with the number of an employee's normally scheduled hours per week at his or her prevailing rate. Requests for vacation dates from June 1 to December 31 shall be made in writing to the Director by May 1.

The Director shall reply in writing to requests by June 1.

Requests for vacations at other times of the year shall be made in writing to the Director at least one month in advance of the vacation. The Director shall reply not later than two weeks following the request.

ARTICLE 10
VACATION & COMPENSATORY TIME-OFF GUIDELINES

Guidelines for vacation and compensatory time off, will be developed within 30 days after this Agreement is ratified by all parties. These guidelines will be developed by the Union Representative and the Library Director, and will be subject to the approval of the Library Board and the Union Membership.

The guidelines when introduced into use will be on a trial basis and can be modified at the request of either party. Such modifications will be developed by discussions between the Union Representative and the Library Director.

A master calendar will be conveniently located in the Library. The Administrative Secretary will be responsible for this calendar.

An additional calendar will be posted in the Library and will be maintained by the Department Heads who have a relationship to the Circulation Department.

ARTICLE 11
HOURS OF WORK

- A. The work week is thirty-seven (37) hours for full-time regular employees. Employees who work Saturdays may vary the number of hours in a given week, this variation being acceptable within the terms of this contract provided the hours average to one hundred eleven (111) hours over a three week period for full-time employees and proportional for part-time employees.
- B. Employees may elect or be asked to work extra time, accruing up to eight (8) hours time with prior permission of the Department Head, which accrued time is to be taken as time off. Beyond eight (8) hours, extra time may be accrued on request of the Department Head or Director. The number of hours which may be

accrued may not exceed thirty-seven (37) hours for permanent full-time employees, proportional for permanent part-time employees.

- C. Accrued extra time must be taken off with permission of the Department Head. The Employer is not liable for payment for unused accrued extra time.
- D. Hours lost from an employee's work week through closing of the Library due to weather conditions should be paid time and not required to be made up.
- E. In the event of a reduction in force, no permanent employees will be hired until present permanent employees are fully reinstated.
- F. All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week, must be paid at time and one-half (1-1/2), as required under the Fair Labor Standards Act.
- G. In the event that the Library's hours of operation should need to be adjusted for any reason, the Employer will provide advance notice

to the Union about such change of no less than ninety (90) days before said change is to occur, whenever practical.

ARTICLE 12
PERSONAL LEAVE AND FLEX TIME

- A. Permanent full-time employees shall be entitled to three (3) personal leave days each year. Permanent part-time employees shall be entitled to a pro-rated portion of three (3) personal leave days each year, based on the percentage their hours worked per week are of thirty-seven (37) hours per week. Personal leave shall be non-cumulative. Arrangements for such leave must be made by the employee at least forty-eight (48) hours in advance of the requested leave, except in the case of an emergency. Personal leave days are for emergencies or events over which the staff member has no control and may not be taken immediately before or following a vacation or holiday. Personal leave shall be granted with full pay.
- B. Flex-time scheduling may be arranged during those times when employees are unable to use personal leave time. However, the

use of flex-time scheduling will require the approval of the Library Director.

ARTICLE 13
SICK LEAVE

- A. Sick leave shall be defined as absence of an Employee from duty because of illness, accident, exposure to contagious disease or attendance upon a member of his/her immediate family who is seriously ill and requires the care and attendance of the employee.
- B. Employees shall earn sick leave at the rate of one (1) day for each month of service for permanent full-time employees and proportionate amounts for permanent part-time employees.
- C. New employees may use sick leave only as it is earned on the above basis. Employees who have worked consecutively through their second January 1st may account for sick leave as follows: On January 1st fifteen (15) days sick leave allowance for the twelve (12) months to follow shall be added to the time sheet record of each employee and proportionate amounts for permanent part-time employees. In the event an employee leaves the employ of

the Library, the Employer shall deduct from the employee's pay the unearned sick leave which may have been added to the time record under the provisions of this Article.

- D. Whenever an employee is injured, ill or disabled other than in the line of duty, the Employer shall grant the employee a leave of absence which shall not exceed seventy-five (75) days.
- E. Up to five (5) days of earned sick leave in a year may be used for family illness.
- F. Employees shall be allowed to accumulate unused sick leave to a total of eighty (80) days.
- G. The Employer may require a Doctor's certificate after a five (5) day absence.
- H. An additional six (6) months leave of absence shall be granted if a Doctor's certificate is provided indicating the necessity.
- I. The Library will continue its past practice of providing to each

employee, at the end of the year, a report showing the amount of sick leave he/she has accumulated.

- J. At retirement in good standing after fifteen (15) years or more of total service, employees will be compensated for unused accumulated sick leave not to exceed 80 days. Compensation will be based on the individual's regular rate of pay at the time of retirement; provided that sick leave shall be paid on the basis of the following schedule and provided that in no event shall such compensation exceed the maximums allowed.

After 15 years continuous service 30%	max \$2,750.00
After 20 years continuous service 40%	max \$3,250.00
After 25 years continuous service 50%	max \$3,750.00

ARTICLE 14
FAMILY MEDICAL LEAVE

Leaves of absence qualifying under the State Family Leave Act or the Federal Family and Medical Leave Act shall be administered in

accordance with applicable statutes and regulations. Consistent with such statutory and regulatory requirements, health and life insurance premiums may be paid by the Employee to maintain coverage during any such approved leave period.

ARTICLE 15
BEREAVEMENT LEAVE

Absences because of death in the employee's immediate family or in the immediate family of the employee's spouse, shall be allowed under the following guidelines:

- a) Immediate family shall be defined as father, mother, mother-in-law, father-in-law, grandparent, spouse, child, child of spouse, parent of child, brother, sister, brother-in-law, and sister-in-law. Additionally a relative residing in the immediate household will be considered immediate family.

- b) The number of days shall be a prorated amount in relation to a maximum of five (5) days according to the number of hours per week an employee works in relation to the full-time of thirty-seven (37) hours per week.
- c) Days used will not be deducted from accumulated sick leave days.
- d) One day leave will be granted for the death of a; grandparent-in-law, aunt, uncle, cousin as well as an aunt, uncle, cousin of your spouse.

ARTICLE 16
UNION LEAVE

- A. Members of the Union who are elected or designated by the Union to attend any meeting or educational conference of the Union or other body to which it is affiliated, shall be granted the necessary time off provided that notification is given to the Library in writing by the Union at least one (1) week in advance, and also provided that such requests are not in excess of five (5) work days per year for the entire bargaining unit.

B. **Union Negotiations** - Members of the Union who are elected by CWA Local 1031 to negotiate with Management shall be granted time off with pay when negotiations occur during the employees' normally scheduled work hours. Employees shall receive compensatory time for time spent negotiating with Management when they are not scheduled to work.

C. **Union Bulletin Board** - The Employer will provide a Bulletin Board at the Library of the Chathams, in a place readily accessible to the employees, which may be used for official Union business. The Union will not post materials that support the violation of any part of this Agreement.

D. **Notification** - The Employer will notify the Shop Steward of new hires and employees who resign or retire within three (3) weeks of their hire or resignation.

ARTICLE 17
LEAVES OF ABSENCE

Up to one (1) year of unpaid leave of absence should be granted at the discretion of the Library Board of Trustees to employees requesting it for any valid personal or family reason. Extension of unpaid leaves beyond one (1) year should be considered by the Board on a hardship basis.

ARTICLE 18
JURY DUTY

Permanent employees shall be paid the difference between regular salary and any compensation received for the service.

ARTICLE 19
PENSION PLAN

Permanent employees will be enrolled in the New Jersey Public Employees Retirement System.

ARTICLE 20
PERSONNEL FILES

A. Each employee may review the contents of his/her file upon request. A Union representative may accompany said employee

while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within 30 working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.

- B. Employees shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to placement in the file.

ARTICLE 21
LABOR-MANAGEMENT MEETINGS

- A. Labor Management meetings, to discuss non-contract issues considered important by either the Union or the Employer, may be arranged by mutual agreement between the Union representative and the Library Director. Meetings shall be attended by such representatives for the parties as they deem useful to the discussion.

- B. Arrangement for the time, date, and place of such meetings shall be made in advance, and shall include a proposed list of employees who will attend and an agenda of the matters to be discussed at the meeting. Matters discussed at the meetings shall be limited to those included on the agenda. The members of the Union attending such meetings shall not lose time or pay for time so spent. Meetings should be scheduled so as not to interfere with Library operations.

ARTICLE 22
HEALTH AND SAFETY

- A. The Employer agrees to provide a healthful and safe working environment and shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. In the event it is determined that it is hazardous or unhealthful for employees to occupy all or any portion of premises maintained by the Employer, the Employer in such instance shall not require employees to continue to work in such hazardous or unhealthful environment until such time as the condition is corrected or abated.

Whenever any portion of these premises maintained by the Employer are deemed hazardous or unhealthful, employees in the affected area shall be reassigned to a non-hazardous area.

- B. The Union has the right to bring up a matter of health and safety at Board meetings, and the Board will consider the issue and respond as soon as possible.
- C. No employee shall be discharged or otherwise disciplined nor in any manner discriminated against for filing any complaint or instituting or causing to be instituted any proceeding under or related to occupational safety and health or for testifying in any such proceeding or because of the exercise by such employee on behalf of him/herself or others of any right afforded under PEOSHA.

ARTICLE 23
SUNDAY ASSIGNMENTS

- A. Permanent employees will not be scheduled on Sunday as part of the normal work week.

- B. Sunday work will be assigned to qualified temporary employees and/or qualified citizen volunteers. However, should the aforementioned persons not be available for such assignment permanent employees will be assigned.
- C. When a permanent employee is assigned and works a Sunday hour, the employee shall be paid twenty dollars (\$20.00) or time and one-half (1-1/2) the employee's normal hourly wage rate, whichever is greater.

ARTICLE 24
ASSIGNMENT OF OVERTIME

Overtime shall be distributed as equally as practicable among employees who are qualified to perform such work.

ARTICLE 25
REPLACEMENT OF PERMANENT EMPLOYEES

When permanent employees are replaced, they shall be replaced with permanent employees.

ARTICLE 26
POSTING OF JOB OPENINGS

All job openings shall be posted in the Library seven (7) days prior to public notice.

ARTICLE 27
PERSONNEL COMMITTEE MEETINGS

Personnel Committee Meetings will be arranged at the request of the Union members approximately twice a year.

ARTICLE 28
PERFORMANCE REVIEW

All permanent employees will have written performance reviews completed periodically on a schedule to be determined by the Director. The review will include a personal conference and an opportunity for the employee to review and comment upon the performance review. The review will be signed and placed in the employee's permanent personnel file.

ARTICLE 29
CONTINUING EDUCATION/STAFF DEVELOPMENT

Participation in continuing education and professional development activities is encouraged for all staff members. Approval to participate in such activities will be granted at the discretion of the Director, subject to the following guidelines:

- A. Relevance to the employee's current position or future job responsibilities
- B. Ability to schedule staff for adequate public service and to maintain work
- C. Availability of funds

Staff will be permitted one day per calendar year to attend a conference sponsored by their respective professional associations, without loss of pay.

ARTICLE 30
CONTINUANCE OF SERVICE

- A. The Union hereby agrees that during the life of this Agreement, neither it nor any of the Employer's employees forming part of the Bargaining Unit covered by this Agreement shall have the right to engage or participate, either directly or indirectly, in strikes of any kind, slow downs, or interruptions of work and/or interruption of the Employer's operations in any way.
- B. The Union hereby agrees that it will immediately and publicly disavow, through its officers and representatives, any violation of paragraph 1 and will take positive measures to prevent and/or terminate any such violation by an employee or group of employees through, but without being limited thereto, the immediate posting of notices and communications to the employees that the Union does not support such violation.
- C. The Employer agrees that there will be no lockout during the term of this Agreement.

- D. The Employer hereby reserves the right to discipline, up to and including discharge, any employee violating the provision of this Article.

ARTICLE 31
NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to age, sex, handicap, sexual preference, marital status, race, creed, national origin, Union membership, Union activity, or political preference.

The Library will adopt and administer policies in accordance with applicable provisions of the Domestic Partnership Act . (N.J.S.A. 26:8A-2)

ARTICLE 32
SAVINGS CLAUSE

If any of the provisions of this Agreement should be held invalid by operation of law or regulation by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 33
TERMS OF AGREEMENT

The effective date of this Agreement shall be January 1, 2012, and shall remain in full force and effect until Midnight, December 31, 2014 and shall thereafter be continued in full force and effect from year to year unless a notice of termination or a desire to modify or change this Agreement is given, in writing, by either party, at least ninety (90) days prior to December 31, 2014.

IN WITNESS WHEREOF, the parties hereto set their respective signatures.

For the CWA

For the Library

Janet W. Skakun

7/27/2012

Phyllis Hoefner
8/30/2012

Fredrick J. Davis

1/27/2012

EXHIBIT A

Library of the Chathams
Longevity Schedule

(for employees working a 37 hour week)

Program goes into effect January 1, 2004

upon completion of the
following years of service

	Date or employee's anniversary date if hired after January 1, 2004)	Payment
1	January 1, 2005	\$1,000
2	January 1, 2006	\$1,000
3	January 1, 2007	\$1,000
4	January 1, 2008	\$1,000
5	January 1, 2009	\$2,000
6	January 1, 2010	\$2,000
7	January 1, 2011	\$2,000
8	January 1, 2012	\$2,000
9	January 1, 2013	\$2,000
10	January 1, 2014	\$3,000
11	January 1, 2015	\$3,000

12	January 1, 2016	\$3,000
13	January 1, 2017	\$3,000
14	January 1, 2018	\$3,000
15	January 1, 2019	\$4,000
16	January 1, 2020	\$4,000
17	January 1, 2021	\$4,000
18	January 1, 2022	\$4,000
19	January 1, 2023	\$4,000
20	January 1, 2024	\$5,000
21	January 1, 2025	\$5,000
22	January 1, 2026	\$5,000
23	January 1, 2027	\$5,000
24	January 1, 2028	\$5,000
25	January 1, 2029	\$6,000
26	January 1, 2030	\$6,000
27	January 1, 2031	\$6,000
28	January 1, 2032	\$6,000
29	January 1, 2033	\$6,000
30	January 1, 2034	\$7,000

... continue pattern of additional \$1,000 for every 5 years of service
completed