

AGREEMENT

THIS AGREEMENT, made this 1 day of January, 2009, by and between:

**THE BOARD OF TRUSTEES OF THE FREE
PUBLIC LIBRARY OF THE TOWNSHIP OF MONTVILLE**

And

**MORRIS COUNCIL NO.6,
NEW JERSEY CIVIL SERVICE ASSOCIATION,
IFPTE, AFL-CIO**

NON-SUPERVISORY EMPLOYEES

JANUARY 1, 2009 - DECEMBER 31, 2012

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ARTICLE 1: Recognition and Scope

Section 1.1:

The Library hereby recognizes the Association as the sole and exclusive representative of all non-supervisory full-time and part-time professional and non-professional employees under this Agreement, for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (*N.J.S.A.34:13A-1 et seq.*) concerning salary, hours and other terms and conditions of employment in the negotiating unit.

Section 1.2:

Any position or title established on or after the effective date of this Agreement shall be discussed with the Association and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position or title, either party may file a Clarification of Unit petition to determine the status of the position or title under this Agreement. Job vacancies in the library will be posted, as they occur, on the Association Bulletin Board.

Section 1.3:

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

Section 1.4:

The following titles (also known and referred to as "classifications") are currently included in the negotiating unit:

- Senior Librarian
- Librarian
- Principal Library Assistant
- Senior Library Assistant
- Library Assistant
- Monitor
- Principal Account Clerk

Section 1.5:

The following titles are excluded from the negotiating unit:

- Library Director
- Assistant Library Director
- Business Manager
- Confidential Secretary to Board of Trustees
- Confidential Assistant to Library Director (Admin. Clerk)
- Supervising Library Assistant
- Supervising Reference Librarian
- Principal Librarian
- Grant funded, temporary and contractual employees

ARTICLE 2: The Shop Steward

Section 2.1:

One Shop Steward or his/her designee shall be permitted no more than one (1) hour per week, or the aggregate of four (4) hours each month, during which time he/she alone may conduct the Association business upon reasonable, prior notice to the Library Director. Additional time may be afforded, in the discretion of the Library Director, or his designee, upon written request.

ARTICLE 3: Working Hours and Work Week

Section 3.1:

A full-time staff member's work week is thirty-seven and one-half (37.5) hours. A full-time employee's work week shall be distributed over five (5) days within each seven (7) day period. Professional and non-professional employees who work less than thirty-seven and one-half (37.5) hours per week are considered regular, part-time employees.

Section 3.2:

Each employee is entitled to one (1) relief period per each three and one-half (3.5) hours of continuous work, of fifteen (15) minutes duration. A full-time staff member's work day is 8 hours which includes a 1/2 hour, unpaid meal break. One of these "breaks" will be taken during each work session of three and one-half (3.5) hours. Breaks will be scheduled by the Library Director so as not to interfere with work, particularly in public areas, and may not be taken at the start or conclusion of a work day.

Section 3.3:

Whenever an employee leaves or is absent from the building, he/she shall notify the immediate supervisor, stating the length of time he/she will be away. No employee may leave the building during work hours without the permission of the Library Director or his/her designee, except for scheduled meal breaks. An employee is permitted to leave the building for his/her 15-minute break period so long as they are able to return promptly at the 15-minute period's end, and signs in and out. Except when acting upon Library business and with the permission of the Library Director, any employee leaving the building during regularly scheduled work hours, shall not be paid for such period. If an employee becomes ill during work hours and must leave the building, said employee must notify his/her Supervisor and/or the Library Director or designee before leaving the building.

Section 3.4:

If a staff member wishes to arrange a change in an evening or a Saturday/Sunday schedule, he/she is responsible for making these arrangements with another qualified staff member and for notifying the person in charge of scheduling of such arrangements. No changes in the work schedule shall be permitted without the permission of the Library Director or his or her designee. The foregoing provisions shall not apply to vacation periods.

Section 3.5:

The Library agrees to maintain a safe and comfortable work environment for all employees.

Section 3.6:

For purposes of this Agreement, and except as may be otherwise specified herein, the terms "full-time employee", "regular, full-time employee", and/or "full-time staff", shall mean and refer to all members of the negotiating unit regularly scheduled to work thirty-seven and one-half (37.5) hours or more per week. For purposes of this Agreement, and except as may be otherwise specified herein, the terms "part-time employee", "regular, part-time employee", and/or "part-time staff", shall mean and refer to all members of the negotiating unit regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week.

Section 3.7:

If the Library is closed by an "Act of God", such as fire, natural disaster, weather conditions, or a national emergency, on a day when a regular, full-time employee is scheduled to work, the regular, full-time employee shall be paid for each scheduled hour in which the Library is closed. Part-time employees working at the time of closure, shall be paid for the remainder of the scheduled work day.

Section 3.8:

If the Library is closed due to any emergent condition, including, but not limited to construction or repair to the Library building or grounds, on a day when a regular, full-time employee is scheduled to work, the regular, full-time employee shall be paid for each scheduled hour in which the Library is closed. Part-time employees working at the time of closure, shall be paid for the remainder of the scheduled work day.

The term "emergent condition", as used in this Section, shall mean and include, but shall not be limited to, conditions whereby the ambient temperature within the main, public areas of the Library, while open to the public, exceed eighty-five (85) degrees in summer, or fall below fifty-five (55) degrees in winter, for any period of one (1) hour or longer in duration.

ARTICLE 4:Salaries

Section 4.1:

(a) Effective January 1, 2009, and retroactive to such date, employees shall receive a three and one-half (3.5%) percent increase over their December 31, 2008 hourly rate(s) of compensation.

(b) Effective January 1, 2010, employees shall receive a three and one-half (3.5%) percent increase over their December 31, 2009 hourly rate(s) of compensation.

(c) Effective January 1, 2011, employees shall receive a three and one-half (3.5%) percent increase over their December 31, 2010 hourly rate(s) of compensation.

(d) Effective January 1, 2012, employees shall receive a three and one half (3.5%) percent increase over their December 31, 2011 hourly rate(s) of compensation.

Section 4.2:

Employees promoted to a position in a higher classification will receive a four (4%) percent increase or the minimum of the new classification, whichever is higher. Employees who receive a multi-level promotion shall receive a four (4%) percent increase for each level or the minimum of the new classification, whichever is higher.

Section 4.3:

(a) The base compensation for all classifications shall be as follows:

<u>Title:</u>	<u>2009 Hourly</u>	<u>2010 Hourly</u>	<u>2011 Hourly</u>	<u>2012 Hourly</u>
Professional Senior Librarian	\$19.01	\$19.68	\$20.37	\$21.08

Librarian	18.58	19.23	19.90	20.60
Non-Professional Principal Library Assistant	11.81	12.22	12.65	13.09
Senior Library Assistant	9.45	9.78	10.12	10.47
Library Assistant Monitor (Page)	8.95	9.27	9.59	9.93
	Prevailing Minimum Wage	Prevailing Minimum Wage	Prevailing Minimum Wage	Prevailing Minimum Wage
Principal Account Clerk	11.81	12.22	12.65	13.09
Account Clerk	8.95	9.27	9.59	9.93

Section 4.4:

Any employee who earns below the minimum base compensation for their respective classifications, shall receive a compensation adjustment, retroactive to January 1, 2009, in addition to the annual compensation increases set forth in Article 4.

Section 4.5:

Any regular employee, retiring and entering into the PERS system after January 1, 2009, but prior to the date of execution of this Agreement, shall receive and/or be credited for, all base compensation and annual compensation increases from January 1, 2009 to the date of retirement.

Section 4.6:

Retroactive to January 1, 2004, upon any employee's tenth (10th) anniversary, employee shall be entitled to a two (2%) percent longevity increase, which shall be included in base pay. Thereafter, all employees shall receive one (1%) percent longevity increase in base pay every five (5) years.

Section 4.7:

Should a position or classification be filled on a permanent basis by either promotion or a new hire, all employees who currently serve in the same position or classification, and who earn less than the hourly rate of the new hire or promoted employee will receive an increase to match the higher rate. The increase will be effective upon the date of the permanent appointment.

ARTICLE 5: Holidays

Section 5.1:

Effective upon execution of this Agreement, all full-time employees shall be granted the following holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Good Friday
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Thanksgiving Day
- 8. Friday after Thanksgiving
- 9. Christmas Eve
- 10. Christmas Day
- 11. Three (3) floating holidays, scheduled with the approval of the Library Director. These floating holidays may not be assigned by the Board.

Part-time employees shall be afforded solely three (3), paid floating holidays, on a pro-rata basis.

In addition, at the discretion of the Library, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 5.2:

(a) Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday, except when the library is closed on Sunday, in which case the holiday shall be observed on Sunday.

(b) Whenever any of the holidays enumerated above fall on a Saturday, the preceding Friday shall be observed as the official holiday, except when the library is closed on Saturday, in which case the holiday shall be observed on Saturday.

(c) Whenever Christmas Eve and Christmas Day both fall on a weekend, employees will be given a floating holiday.

Employees shall be paid for holidays only if they fall on a regularly scheduled work day.

ARTICLE 6: Vacation

Section 6.1:

A. Effective upon execution of this Agreement, and in accordance with N.J.A.C. 4A:6-1.1(a)(1) and 4A:6-12, all employees, except as otherwise provided herein, shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month, worked during the first year of employment
From one to seven years	13 days
Eighth year	14 days
From ninth through tenth years	15 days
Eleventh year	16 days
Twelfth year	17 days
Thirteenth year	18 days
Fourteenth year	19 days
From fifteenth year and over	20 days

B. The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year. Annual vacation leave shall be taken subject to the needs of the Library.

C. Vacation time will be allowed in half day increments.

D. All vacation time shall be accrued in arrears monthly. Effective on January 1 of the calendar year immediately following the completion of the first twelve months of service, and each January 1 thereafter, each employee shall be credited with their full, annual vacation entitlement in anticipation of working the full calendar year. In the event the employee shall not work the full calendar year, any used but unearned vacation time shall be reimbursed to the library, on a pro-rata basis.

Section 6.2:

Regular, part-time employees shall be entitled to vacation leave pursuant to Section 6.1, paragraph A herein on a pro-rata basis.

Section 6.3:

In any vacation period, up to ten (10) vacation days or any portion thereof, which is not taken or granted by reason of the pressure of work, may be accumulated to and taken in the calendar year immediately following. Accumulations after one (1) calendar year, or accumulations in successive years, shall not be permitted.

Section 6.4:

In the event an employee is on vacation and becomes ill and is under a doctor's care or is hospitalized for a period of three (3) days or more, his/her vacation may be terminated and he/she may be put on sick leave, if same is available, at the employee's option, provided the employee promptly notifies the Library and provides a doctors certificate.

Section 6.5:

Annual vacation shall be granted only with prior written approval of the Library Director or his/her designee. In scheduling vacations, management will consider seniority in title of employees involved and the work within the work unit. If there is a tie in seniority in title, then the decision will be based solely upon overall seniority.

Section 6.6:

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to a disability, leave of absence or layoff, shall not be eligible for a vacation in that year until the employee has completed three (3) months in the performance of duty after returning from such absence. The three (3) months in performance of duty need not be continuous but a period of absence of six (6) days or more shall not be credited in computing the required three (3) months.

Section 6.7:

Upon termination of employment, annual vacation shall be calculated on a pro rated basis consistent with those full months of the calendar year worked. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to their daily rate of pay deducted from their final pay, for each day of any vacation taken in excess of the number to which that person was entitled. An employee who has unused vacation at the time of termination shall have that amount paid to the employee in their final paycheck.

ARTICLE 7: Sick Leave

Section 7.1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family who is ill requiring the care or attendance of such employee.

Immediate family means father, mother, spouse, parents of spouse, child, foster child, sister or brother of the employee or domestic partner of an employee, or parents, or children of domestic partner.

"Domestic partner" is a person of the same or opposite gender of the employee. To qualify as a domestic partner, the employee and the employee's domestic partner must meet the following eligibility criteria: employee and domestic partner are 18 years of age or older; neither is legally married to anyone else; neither is claimed as a dependent on the Federal Income Tax Return of any third party; neither is a blood relative to a degree where marriage would be prohibited by New Jersey law; the employee and the domestic partner have shared the same residence, as a single house-keeping unit, for at least ninety (90) days and intend to continue to do so indefinitely; the employee and his/her domestic partner are each other's sole domestic partner and intend to continue as such indefinitely; and the employee and the domestic partner are jointly responsible for each other's basic living expenses during the domestic partnership.

Section 7.2: Allowances for Illness

- (a) Employees shall be entitled to fifteen (15) work days as sick leave with full pay. Sick leave shall be credited on January 1, in anticipation of working the full calendar year. In the event an employee should not work the full calendar year, an used but unearned sick leave shall be reimbursed to the library on a pro-rata basis.
- (b) A doctor's certificate may be required after any period of three (3) consecutive, scheduled work days missed due to illness, or for any period of sick leave taken either immediately before or after any scheduled vacation leave or holiday.
- (c) If any employee used less than the above specified number of days of sick leave with full pay allowed in any calendar year, such leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.

Section 7.3:

Part-time employees shall receive sick leave on a pro-rata basis.

Section 7.4: Retirement: unused sick days

Upon retirement and eligibility for the PERS system, each regular employee, with at least ten (10) years of continuous service, shall receive compensation based upon the number of accumulated, unused sick days, at the rate of four (4) hours pay for each seven (7) hours of accumulated, unused sick time, to a maximum, gross sum of \$15,000.00. The hourly rate shall be calculated based upon the average of the employees' highest, 3-years' hourly rate.

ARTICLE 8: Personal Leaves

Section 8.1: Jury Duty

Each employee shall be allowed leave with pay, if required for jury duty, less credit for any sum received for attendance at jury duty. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance.

Section 8.2: Military Leave

Military Leave shall be provided pursuant to N.J.A.C. 4A:6-1.11, "Military Leave" and said part is hereby incorporated herein by reference.

Section 8.3: Bereavement Leave

The Library shall provide bereavement leave with pay not to exceed five (5) working days in the case of death of an employee's spouse, children, step-children, brother, step brother, sister, step-sister, mother, step-mother, father, step-father, mother-in-law, father-in-law, grandchildren or grandparents, or domestic partner or father, mother or children of domestic partner (See §7.1 for definition of "Domestic Partner"). Additional days may be approved by the Library Director, or his/her designee, and charged against sick leave. Bereavement leave shall be subject to verification.

The Library shall provide two (2) working days' bereavement leave with pay in the case of death of an uncle or aunt.

The Library shall provide one and one-half (1 1/2) working days bereavement leave with pay in the case of death of a relative of the second degree, that is niece, nephew, cousin, sister-in-law, or brother-in-law.

As soon as possible, an employee shall notify the Library Director, or his/her designee of a death in his/her family, and of his/her need for leave.

Section 8.4: Maternity Leave

(a) A Maternity Leave of Absence without pay will be granted to all employees upon proper advance notification to their supervisor of their probable date of delivery and expected date of

return to work

(b) The leave shall be taken at a time determined by the employee in connection with and confirmed by written verification from her physician.

(c) Return to work at the same or a comparable position will be approved only after a reasonable period of time as certified by the employee's physician. Employees are expected to return to regular duties within six (6) months from the commencement of the leave unless an extension of time has been requested and approved prior to the expiration of the six months.

(d) The employee's accumulated sick leave and vacation leave may be used during the period of absence to the extent it is available, if the employee desires.

(e) During any period of maternity leave, the employee shall not accumulate any additional sick leave or vacation leave.

Section 8.5: Other Leave

Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Library, in its sole and absolute discretion, in accordance with applicable law. For a leave without pay, the employee shall submit a written request to the Library Director, on two (2) weeks notice for leave of greater than two (2) days, and forty-eight (48) hours notice for all other periods, stating the reason for the request, and the time required. Requests for unpaid leave shall not be unreasonably denied.

ARTICLE 9: Health Benefits

Section 9.1:

Except as otherwise provided herein, the Library shall maintain the State Health Benefits Plan to full-time employees of the Library. All part-time employees currently working, twenty (20) hours or more hours per week, employed as of December 31, 1996, shall be entitled to benefits. Part-time employees hired on or after January 1, 1997 shall not be entitled to health, vision or dental benefits.

Section 9.2:

Except as otherwise provided herein, the Library shall maintain the same vision plan as that provided to employees of the Township of Montville, for full-time employees of the Library.

Section 9.3:

Except as otherwise provided herein, the Library shall maintain the same dental plan as that provided to employees of the Township of Montville, for full-time employees of the Library.

Section 9.4:

Notification of any substantial change in the health plan, vision plan and/or dental plan must be provided to each employee and the Association at least sixty (60) days prior to change or within ten (10) days of receipt of any relevant notice received from the State Health Benefits Plan.

Section 9.5:

The Library shall continue to maintain and provide to its employees the IRC Section 125 Plan ("Plan"). All administrative costs associated with maintaining the Plan shall be paid in accordance with the terms of the Plan.

Section 9.6:

The health plan, vision plan and dental plan (Sections 9.1, 9.2 & 9.3) shall be employer contribution plans with the employer contributing one-hundred (100%) percent of all premium costs for single-person coverage, for each, individual plan (health, vision or dental), subject to the rules, regulations and requirements of the State Health Benefits Plan or the applicable vision or dental plan, and any modifications or amendments hereinafter made thereto. Where permitted by the relevant plan, all eligible, full-time employees receiving single-person, health, vision or dental coverage, may obtain family, spousal, or other, extended coverage of the same, except that the employee shall be fully responsible for any additional premiums charged for such coverage, over and above the premium paid for single-person coverage.

ARTICLE 10: Employee Expenses

Section 10.1: Meal Expenses

Library personnel whose assigned duties require them to be away from the Library building up to and including the lunch or dinner hour shall be reimbursed the actual cost of the luncheon or dinner as invoiced, subject to the Library Director's prior approval, and in accordance with any applicable Internal Revenue Code ("IRC") requirements.

Section 10.2: Mileage Expenses

Reimbursement for mileage when a personal vehicle is used for official business shall be at the then current IRS rate for mileage reimbursement. Prior approval of the Library Director is required for use of a personal vehicle.

Section 10.3: Civil Service Examinations

The Library shall pay for any Civil Service examination charges for positions open within the Library for current members of the bargaining unit, subject to the Library Director's prior approval, and in accordance with any applicable Internal Revenue Code ("IRC") requirements.

ARTICLE 11: Grievance Procedure

Definitions:

1. The term "grievance" means a claim by an employee or the Association concerning the interpretation, application or alleged violation of this Agreement, a Library policy or an administrative decision affecting the employee's terms and conditions of employment, including minor discipline as defined by Civil Service law, rules and regulations.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Employee" is defined as a full-time or part-time employee represented by the association.

The procedure shall be as follows:

Step 1. An aggrieved person shall first be required to seek resolution of any grievance, informally, with his or her direct supervisor.

Step 2. An aggrieved person shall notify the Library Director in writing of the nature of the grievance within ten (10) work days of the event giving rise to the grievance. Within five (5) work days of the receipt of the notice, the Library Director, or his/her designee, shall meet with the aggrieved person and attempt to adjust or resolve such grievance. The Library Director, or his/her designee, shall render his/her decision, in writing, within five (5) work days after such meeting.

The Association shall also be notified and has an absolute right to have an Association representative at the meeting between the aggrieved person and the Library Director or his/her designee.

Step 3. If such grievance is not resolved to the satisfaction of the Association, the Association may, within fifteen (15) days after review of the decision, notify the Library Director, or his/her designee, and present such grievance, in writing, to the full Library Board. The Library Board shall meet with the aggrieved person at the next regularly scheduled Library

Board meeting and attempt to adjust and resolve such grievance. The Library Board shall render their decision, in writing, within fifteen (15) days after such meeting.

The Association also has an absolute right to have an Association Representative at the meeting between the aggrieved person and the Library Board.

Step 4. If such grievance is not resolved to the satisfaction of the Association, the Association may, within fifteen (15) work days after the receipt of the Library Board's decision, notify the Library Board, in writing, that the Association wishes to take the matter to binding arbitration. The arbitrator shall have the authority to rule on grievances which concern the interpretation, application, or alleged violation of this Agreement, Library policies and/or administrative decisions affecting terms and conditions of employment, including minor discipline.

a. After giving notice of intent to arbitrate as provided above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

b. The arbitrator selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing or, if hearings have been waived, then from the date the final statements and proofs or the issues are submitted to him. 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 submitted to the Library Board and the Association and shall be binding on the parties.

c. All the costs of the arbitration, including the costs for the services of the arbitrator, but not including any attorney's fees, shall be borne equally by the Library and the Association.

5. Nothing herein shall prevent the parties from meeting informally prior to the filing of a grievance in an effort to amicably resolve such grievance. Any such informal efforts shall not toll the deadlines set forth herein unless agreed to in writing by both parties.

ARTICLE 12: Educational Opportunities

Eligible employees will be reimbursed 100% of the registration and tuition fee for each course successfully completed which is required by the Library or required to retain a current certification or license required for the position held, subject to IRC requirements, if any. All courses must be undertaken with prior approval of the Library Director.

ARTICLE 13: Library Rights and Responsibilities

Section 13.1:

In order to effectively administer the affairs of the Library and to properly serve the public, the Library hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Library;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action for cause and in accordance with law; and
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of the Library.
6. To contract for any and all services, supplies, construction, alteration, maintenance and repair.
7. Any and all rights permitted by statute.

Section 13.2:

The Library's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

ARTICLE 14: General Provisions

Section 14.1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 14.2:

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

Section 14.3:

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such term is used.

Section 14.4: General Information

- (a) Change of address of an employee must be reported to the Library immediately.
- (b) Change of family status: The employee is advised to inform the Library immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.

ARTICLE 15: Application of Benefits

Except for employee's who retired or resigned in good standing, the provisions of this Agreement shall not apply to any employee who has left the employ of the Library after January 1, 2009 but prior to the date of signing of this Agreement by both parties. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2009 to the employee's last date of employment.

ARTICLE 16: Association Membership Dues DeductionsSection 16.1:

Upon request, the Library agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the statutes of New Jersey. Deductions shall be in compliance with law each pay period, and monies collected together with records of any corrections shall be transmitted to the Treasurer of the Association by the first of each month following collection.

Section 16.2:

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 to the effective date of such change.

Section 16.3:

The Association will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Library Director. The Association shall indemnify, defend, and save the Library 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 Library in reliance upon salary deduction authorization cards submitted by the Association.

ARTICLE 17: Association SecuritySection 17.1:

If an employee does not become a member of the Association during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

A. Notification. Prior to the beginning of each membership year, the Association will notify the Library in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee, up to 85%, to be paid by non-members will be determined by the Association in accordance with the law.

B. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues charged by the Association to its own members and the representation fee may be set at up to 85% of that amount as the maximum presently allowed by law.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Library a list of those employees who have not become members of the Association for the then current membership year. The Library will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

Section 17.2:

The Library will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Library; or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Library in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

Section 17.3:

If an employee who is required to pay a representation fee terminates his or her employment with the Library before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Library will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Section 17.4:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 17.5:

The Association will notify the Library in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Association received said notice.

Section 17.6:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Library will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Library further agrees to notify the Association in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

Section 17.7:

The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Library shall immediately cease making said deduction.

Section 17.8:

The provisions for collection and transmittal of this fee shall be governed by Chapter 233, P.L. 1969 (N.J.S.A 52:14-15.9e). The Library's compliance with this procedure shall release the Library from any further liabilities and the Library shall not be a party to any litigation resulting from an individual's challenge to this Article of the Agreement.

ARTICLE 18: Drug-free Workplace

It is the policy of the Library to maintain a drug-free workplace, and the Library and its employees recognize that they bear a special responsibility to the public, and in particular the children of this community, to operate in an alcohol and drug free environment

The Library, the Association and Library staff agree that the Montville Public Library shall and continue to be a drug-free workplace, and recognize that it is each employee's responsibility to ensure that he/she is alcohol and drug free at all times.

Alcohol and/or drug use by any employee during work hours shall not be tolerated and may result in summary termination, in accordance with applicable law and the terms of this Agreement.

ARTICLE 19: Non-Discrimination

Neither the Library nor the Association will discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, political affiliation, gender, sexual orientation, physical or psychological disability or liability for service in the Armed Forces of the United States.

ARTICLE 20: Association Rights

It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract, and disposing of disputes which may arise, is a duty of the Association. It may be necessary for certain officers and representatives of the Association to attend to these matters during the Library's hours of operation. The right to conduct business by these representatives on Library time is recognized as follows:

The Association's designated Shop Steward shall be permitted to conduct the business of the Association which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay.

The Library agrees that there shall be no discrimination, interference, restraint of coercion by the Library or any of its agents against any employees because of his/her membership in the Association or because he/she is conducting, within the limits prescribed above, lawful activities on behalf of the Association.

The Association agrees it will not intimidate employees into membership or into conducting business of the Association on Library time. The Association further agrees it will restrict the conduct of Association business by its members on the Library time to the times and circumstances set forth above.

ARTICLE 21: Duration

Except as otherwise provided herein, this Agreement shall be in full force and effect as of the first day of January, 2009 and shall remain in full force and effect through the thirty-first day of December, 2012. This Agreement shall continue in effect from year to year after December 31, 2012, subject to modification or termination by either party upon written notice.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

BOARD OF TRUSTEES OF THE
MONTVILLE TOWNSHIP PUBLIC
LIBRARY

By: _____

Date: _____

Date: _____

ATTEST:

MORRIS COUNCIL NO.6, NEW JERSEY
CIVIL SERVICE ASSOCIATION

[Handwritten Signature]

By: *Elizabeth Sutula*

Date: *6/11/09*

Date: *6/11/09*
