

**AGREEMENT**

**BETWEEN**

**LIVINGSTON PUBLIC LIBRARY BOARD OF TRUSTEES and  
TOWNSHIP OF LIVINGSTON**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**CWA LOCAL NO. 1031**

**(NON-SUPERVISORY UNIT)**

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**JANUARY 1, 2007 THROUGH DECEMBER 31, 2010**

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**PREAMBLE**

This Collective Bargaining Agreement ("Agreement") entered into by the Livingston Public Library Board of Trustees and Township of Livingston (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 parties, the establishment of an equitable and peaceful means of resolving any misunderstandings or differences which may arise, and the establishment of wages, benefits and other terms and conditions of employment.

The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity of all Library employees. Violations by Management of this provision are subject to the Grievance Procedure through Step 3.

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union.

## ARTICLE 1

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the collective negotiations unit which consists of all Full-Time and regularly employed Part-Time professional, non-professional and non-supervisory employees in the following titles:

- Librarian
- Library Assistant
- Specialist
- Page
- Custodian
- Lead Custodian

This unit shall exclude all managerial executives, confidential employees, and supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., craft employees, casual employees, and all other employees employed by the Employer.

If the Employer adds new titles to the unit that are clearly not managerial, confidential, or supervisory, it agrees that within thirty (30) days, it will:

- (1) Notify the Union;
- (2) Give a copy of any job description for the new title to the Union; and
- (3) Advise the Union of the terms and conditions of employment established for the title.

The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new title should be included in the unit, and if it is so included, to negotiate any negotiable issues. Notwithstanding the fact that establishment of job titles is a non-negotiable managerial prerogative, the parties will attempt to reach mutual agreement on inclusion of new titles that appropriately belong in the unit. The parties may use wage rates for existing titles as a basis to determine the wage rates to be established for such new titles.

## ARTICLE 2

### DUES CHECK-OFF AND AGENCY FEE

#### A. Dues Check-off

1. Upon receipt of a properly written authorization from an employee, the Employer will deduct Union dues in an amount certified by the Union within thirty (30) days of receipt by the Employer. The Employer shall remit the dues to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington, DC 20001-2797. Said remittance shall be made by the tenth (10th) day of the month following the calendar month in which such deductions are made along with a list of the names, hours of work, titles, addresses, and salaries of those from whom such deductions were made. A copy of the list shall also be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey 08852.
2. All deductions under this Article shall be subject to revocation by the employees who executed such authorizations, effective on July 1st of each year, provided written notice to that effect was given to both the Employer and the Union after May 15th of the same year. The Employer will cease to make dues deductions for an employee who has revoked such authorization in accordance with this paragraph.

#### B. Agency Fee

1. The Employer further agrees to deduct from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing on the thirtieth (30th) day of employment. This representation fee in lieu of dues shall

only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Employer.

C. Hold Harmless

1. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article of the Agreement and for any attorney's fees and costs incurred by the Employer in connection with any such claims, suits, orders or judgments.

## ARTICLE 3

### MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, 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, except as expressly modified in this Agreement.
- B. It is recognized that the management of the Library and the productivity and efficiency of the Library's workforce are solely the Employer's responsibilities, and accordingly, the Employer retains the following specific rights, including but not limited to, the ability to:
1. Hire individuals as Library employees;
  2. Discipline, suspend or discharge employees, and carry out and enforce such discipline, suspension or discharge;
  3. Set appropriate staffing levels and schedule staff accordingly;
  4. Classify and define the job titles to utilize, and the specific work tasks to be associated with each job title;
  5. Schedule the particular staff to be utilized and the respective work assignments to be delegated;
  6. Determine the amount and degree of staff supervision required, and adjust such supervision as necessary;
  7. Publish reasonable rules and regulations to ensure the efficient and productive operation of the Library and staff;
  8. Determine the amount of overtime necessary for proper Library operations;
  9. Determine the number and location of Library staff;
  10. Control and oversee the Library grounds and property; and



11. Change or introduce processes, procedures and/or methods for the purpose of efficiency and productivity of the Library.

## ARTICLE 4

### UNION RIGHTS

#### A. Union Activities

1. The Union will advise the Employer in writing of the names of its local representatives and the titles and the terms for which they are to serve in a representative capacity.
2. The Union will designate two (2) Stewards to represent the Union and the employees covered by this Agreement. The Union will furnish the Library Director with the names of the two (2) Stewards, and any subsequent changes. Only one (1) Steward may represent the Union and the employees in any matter covered by this Agreement. If a local Union representative is going to participate in any matter covered by this Agreement, the Union will so advise the Employer. Only one (1) person, the Steward or local Union representative, may be the spokesperson and represent the Union and the employee in any formal grievance or disciplinary procedure covered by this Agreement.
3. The authority of the Steward shall include but is not limited to the following duties and activities:
  - a. The investigation and presentation of grievances in accordance with the provisions of the Agreement. If it is necessary for the Steward to perform any such duties during the Steward's work time, the Steward will do so with the permission of the Library Director or his or her designee. Such permission will not be unreasonably withheld. The time the Steward is released from his or her work duties will only be for the extent necessary to perform the investigation or presentation of grievances. The Steward shall not suffer any loss in pay as a result of Union activities under the terms of this paragraph.
  - b. The role of liaison between represented employees and Management.

4. Members of the Union who are designated by the Union to negotiate with Management shall be granted time off with pay when negotiations with Management are mutually scheduled and when the employee is scheduled to work. The Union negotiations team shall be limited to two (2) employees.
5. Employees shall have the right for a Steward to be present, if the employee so requests, during any meeting which the employee reasonably believes may result in his or her discipline.
6. The Union will be permitted to conduct quarterly meetings, to be attended by members on non-work time, in the Library at a location designated by the Employer that may provide for confidential discussion designated by the employer when available. Additional meetings may be scheduled if mutually agreed upon by the parties in writing. Attendance at such meetings shall not be compensable.
7. Members of the Union who are elected or designated by the Union to attend any training session, meeting or education conference of the Union or other body to which it is affiliated, shall be granted the necessary time off without loss of pay, provided that notification is given to the Library Director in writing by the Union at least one (1) week in advance. Such time off with pay shall be limited to five (5) days per year per Unit from the date of execution of this Agreement.
8. Bulletin Board
  - a. The Employer will furnish space for a Union bulletin board in a mutually agreed upon location of the Library not open to the general public.
  - b. The Union will be permitted to post notices and written materials provided such postings are consistent with the conditions set forth in this Section. Written materials on such bulletin board will be posted and removed by representatives of the Union.

c. The written materials shall contain nothing profane, obscene, defamatory, discriminatory, inflammatory of the Township or its representatives and/or employees, nor anything constituting election campaign material.

d. Materials which violate provisions of this Article shall not be posted, and if posted, are subject to immediate removal by the Employer. The employer will notify the union if materials are removed.

9. The Steward and Union members may distribute written materials and discuss Union matters only on non-work time in non-working areas, and consistent with the conditions set forth in Section 6 above.

## ARTICLE 5

### DISCIPLINE AND GRIEVANCE PROCEDURE

#### A. Definitions

1. "Grievance" shall mean a complaint by an employee or employees, that there has been a violation of any of the provisions of this Agreement.
2. "Grievant" shall mean an employee who files a Grievance.
3. "Representative" shall mean a person or agent designated to represent either party in this procedure, including Union Stewards and non-employee representatives. At no time shall a Grievant be represented by more than one (1) employee representative.
4. "Discipline" shall mean termination of employment, suspension, demotion and written reprimands. Discipline will be imposed only for Just Cause. The Employer will follow a system of progressive discipline except where the violation warrants suspension or termination as a penalty for a first offense.
5. "Oral counseling" or "warning" shall not be considered Discipline. Oral counseling or warning will be conducted by an immediate Supervisor or representative of the Employer in an informal private meeting. A written record that the oral counseling or warning occurred shall be prepared and maintained by the Employer and placed in the employee's permanent file.
6. "Day" or "Days," shall, except where otherwise indicated, exclude Saturdays, Sundays and Holidays.

B. Grievance Policy

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the disputes which may arise affecting the terms and conditions of employment, as set forth in this Agreement.
2. Discipline of employees is expressly subject to this Grievance Procedure, with the exception of written reprimands. Written reprimands may only be processed through Step 2 of the Grievance Procedure.
3. If a Grievance or disciplinary matter is processed through the Grievance Procedure during regularly scheduled work time, the Grievant and any employee representative will be compensated for such time. If a Grievance or disciplinary matter is not processed during regularly scheduled work time, the Grievant and any employee representative will not be compensated for such time.
4. Grievances should be processed expeditiously and in conformance with the time limits as specified in this Article. The scheduling of grievance meetings and hearings will be by mutual agreement of the parties.
5. If the Employer does not respond in writing to the Union regarding a Grievance within the specified time limits, the Union may proceed to the next step of the Grievance Procedure.
6. If the Union does not process a Grievance to a particular step of the Grievance Procedure within the specified time limits, it shall be deemed a settlement of the Grievance in favor of the Employer.
7. The time limits provided below may only be extended through mutual agreement of the parties in writing.
8. It is the express intention of this Grievance Policy to have all Grievances resolved, including resolution by arbitration, within six (6) months of the date of

the alleged occurrence of the Grievance. To that end, the parties shall strive to mutually agree upon an arbitrator, and utilize all reasonably possible times for the hearing, including Saturdays and Sundays.

9. Any resolution, settlement or discussion reached and/or held relating to an issue within the Grievance Procedure shall be made strictly on a no precedent, no referral basis ("NPNR").
10. Where required by law, the employer will, upon request, provide the Union information in its possession relative to the grieved issue so as to enable the Union to properly represent the employee.

C. Grievance Procedure

1. **Step One: Immediate Supervisor.** Any employee who believes he or she has a Grievance shall first present the Grievance to his or her immediate supervisor. The Grievance shall be presented to the Immediate Supervisor, or the supervisor designated by Library Management, within seven (7) days of the date of its alleged occurrence. The Immediate Supervisor, or designated supervisor, will conduct a discussion and attempt to resolve the Grievance on an informal basis, within seven (7) days of presentation of the Grievance. The Immediate Supervisor, or designated supervisor, will respond in writing to the employee within ten (10) days of the discussion, with a copy to the Library Director, or his or her designee.
2. **Step Two: Library Director.** If the Grievant is not satisfied with the disposition of the Grievance at Step One, a written Grievance may be filed with the Library Director, or his or her designee, within seven (7) days of receipt of the response at Step One. Within ten (10) days of submission of the Grievance to the Library

Director, the Library Director, or his or her designee, will respond in writing to the Grievant with a copy to the Union.

3. **Step Three: Township Manager.** If the Grievant is not satisfied with the written decision rendered at Step Two, the Grievant may submit the written Grievance to the Township Manager within seven (7) days of receipt of the written decision. Within 20 days of having received the Step 2 appeal, the Township Manager will schedule a hearing at which the Grievant will have the right to have one (1) Union representative as a spokesperson present. The Township Manager will respond in writing within ten (10) days of the hearing to the Grievant with a copy to the Union.
4. **Step Four: Arbitration.** If the Grievant is not satisfied with the written decision rendered at Step Three, the Grievant may request arbitration within ten (10) days of receipt of the written decision. The cost of the arbitration hearing shall be borne equally by the Union and the Employer. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator's award is final and binding upon the parties.



## ARTICLE 6

### HOURS OF WORK

- A. The Library is generally open seven (7) days per week, Sunday through Saturday.
- B. Full-Time Schedule
1. Full-Time employees will be scheduled to work seven (7) hours per day for a total of thirty-five (35) hours per week, as determined by the Employer. This schedule does not include an unpaid one (1) hour meal period per day. All full-time employees shall work two (2) weekend days in a four (4) week period where needed by the employer, normally one Saturday and one Sunday except in periods of extended Sunday closings or for other coverage purposes as determined by the employer. Normally a full-time employee should not be required to work more than one evening per week. Before requiring a fulltime employee to work a second evening per week the employer shall seek coverage elsewhere with an individual having the necessary skills to fill the position, i.e. employee volunteers.
  2. When the Employer determines to change a Full-Time employee's regular work schedule, the affected employee will be provided fourteen (14) calendar days notice of any change in that employee's regular work schedule, including any change to the shift start time.
  3. Coverage for vacation, sick, personal or other routine changes in hours of work by an employee any shall not be considered a change to an employee's regular work schedule.
- C. Part-Time Schedule
1. Part-Time employees will be scheduled to work as determined by the Employer.

2. When the Employer determines to change a Part-Time employee's work schedule, the affected employee will be provided fourteen (14) calendar days notice of any change in that employee's work schedule, including any change to the shift start time.
  3. Coverage for vacation, sick, personal or other routine changes in hours of work by an employee shall not be considered a change to an employee's regular work schedule.
- D. Full-Time employees scheduled to work five (5) hours or more will receive an unpaid one (1) hour meal period per work day, which will be included in each employee's work schedule as appropriate. Part-Time employees scheduled to work five (5) hours or more will receive an unpaid one-half (1/2 hour) meal period per work day, which will be included in each employee's work schedule as appropriate. Meal periods are to be taken between the following hours:
1. Lunch: Before 3:00PM
  2. Dinner: 4:30PM – 6:00PM
- Exceptions to the above noted hours must be approved by the Library Director.
- E. Full-Time employees and working full seven (7) hour shifts, will receive two (2) fifteen (15) minute break periods; one (1) period shall be utilized during the first half of the shift and the other shall be utilized during the second half of the shift. Part-Time employees working four (4) hours or more in one (1) day will receive one (1) fifteen (15) minute break. All such break periods will be scheduled with the employee's supervisor in such a manner as not to disrupt the operations of the Library.
- F. The Employer has the right to implement an employee optional pilot project with a full-time work schedule of thirty-seven and one-half (37 ½) hours per week, without additional negotiations, as part of this Article. If an employee elects to participate in a

pilot project with a thirty-seven and one-half (37 ½) hour work week, the salary schedule will be adjusted accordingly in proportion to the current salary schedule that is based upon thirty-five (35) hours per week. The Employer will provide the Union and employees with sixty (60) calendar days notice of such pilot project and will negotiate any impact issues with the Union. Any pilot project will have a duration of one (1) year from date of implementation. All other provisions in this Agreement govern employees who worked in a pilot project.

G. Overtime

1. Employees shall be compensated at the rate of one and one-half (1½) times his/her regular base rate of pay for all time worked in excess of 40 hours worked in a work week.
2. Full-Time employees working on Sunday will be paid at time and a half regardless of the number of hours worked in the week.
3. In the event an employee is eligible for overtime payments under this Article, the Employer in its sole discretion may award compensatory time off hour for hour for hours worked over the employee's regular schedule but less than 40 hours worked in the work week and time and one-half for hours worked over 40 in a work week.
4. Compensatory time may be scheduled by an employee with the approval of the Library Director, Assistant Director, or a designee of the Library Director. Requests should be made directly to the employee's supervisor so that the request can be placed on the schedule.
5. Compensatory time must be scheduled and taken in the calendar year in which it is earned. An employee may accumulate a compensatory time bank to a maximum of forty-two (42) hours. Carry over of compensatory time beyond

December 31st of the year in which earned may be permitted only by the Employer in its sole discretion with written notification to the Library Director. Under no circumstances will the employee be permitted to carry over compensatory time in excess of twenty-one (21) hours. In the sole discretion of the Employer compensatory time balances may be paid in cash on or before December 31st of the year in which it was earned.

6. For the purpose of overtime compensating time off shall not be included in hours "worked".

## ARTICLE 7

### COMPENSATION

A. Full-Time Employees

1. Effective on the dates specified, all Full-Time employees covered by this Agreement shall receive increases to the salary base rate of pay for their position in accordance with the attached schedules:

<u>January 1, 2007</u>	<u>January 1, 2008</u>	<u>January 1, 2009</u>	<u>January 1, 2010</u>
<u>New Salary Step Guide:</u>	<u>New Salary Step Guide:</u>	<u>New Salary Step Guide:</u>	<u>New Salary Step Guide:</u>
<u>2% to Steps</u>	<u>2% to Steps</u>	<u>2% to Steps</u>	<u>2% to Steps</u>
<u>3.75% at Max</u>	<u>3.75% at Max</u>	<u>3.75% at Max</u>	<u>3.75% at Max</u>

2. Full-Time employees who are employed at the date of execution of this Agreement shall be eligible for step increases in calendar years 2007, 2008, 2009 and 2010, based on the attached salary step guide if the employee receives an a year-end performance evaluation rating of satisfactory or better. The effective date of such step increase shall be the effective date of the annual qualifying performance evaluation. Employees who are at the maximum salary of their job title will be granted a salary adjustment of 3.75% in accordance with the salary step guide.
3. Full-Time employees who are employed subsequent to the date of execution of this Agreement shall be eligible for annual step increases if the employee receives an annual performance evaluation rating of satisfactory or better. The effective date of such step increase shall be the effective date of the annual qualifying performance evaluation.

B. Part-Time Employees

1. Effective on the dates specified, Part-Time employees covered by this Agreement shall receive increases to the hourly base rate of pay for their position in accordance with the attached schedule:

<u>January 1, 2007</u>	<u>January 1, 2008</u>	<u>January 1, 2009</u>	<u>January 1, 2010</u>
<u>3.75%</u>	<u>3.75%</u>	<u>3.75%</u>	<u>3.75%</u>

2. Part-Time employees are not eligible for step increases.

C. Travel

Any employee using his/her car in the performance of authorized Library business shall be compensated at a rate of \$.40 per mile.

**ARTICLE 8**

**HEALTH BENEFITS**

A. Medical Plan

1. Eligible Full-Time employees covered by this Agreement will receive medical plan benefits as set forth in this Article. No medical plan benefits will be provided to Part-Time employees. For the purposes of this Article, Full-Time employees are those employees regularly scheduled to work thirty-five (35) hours or more per week. There is no separate prescription drug plan other than the current prescription coverage provided for in the medical plans listed below in paragraph 2.

2. The State Health Benefits Program (SHBP) is applicable to employees covered by this contract. Except as otherwise provided below, such employees will have the option on the open enrollment dates of selecting a plan from those provided in the SHBP.

a. Effective January 1, 2009 the Library Board shall provide without any premium cost to the employee one of the SHBP Plans offered, currently NJDirect15 PPO, to eligible employees and their eligible dependents during the term of this Agreement.

b. Effective January 1, 2009, employees who elect coverage in any plan other than the one provided, currently NJDirect15, shall pay the difference in the cost of premium between the NJDirect15 PPO and that chosen by the employee.

Payment shall be made through payroll deduction

3. Coordination of Benefits

If a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:

a. They may not carry duplicate coverage. For Family coverage, one employee may choose the family plan and cover the spouse and dependents or each employee may choose a separate plan, a single plan and parent/child plan. For a husband and wife, one may choose an Employee/Spouse plan or both may choose single plans.

b. Each qualified dependent is eligible for coverage under one parent only.

4. Opt Out Program

Commencing in calendar year 2006, pursuant to N.J.S.A. 40A:10-17.1 and N.J.S.A. 52:14-17.31a, Full-Time employees may elect to waive medical plan coverage. The Township of Livingston's Opt Out program will be followed. When offered, an annual waiver payment (prorated if waiver is for less than twelve (12) months) will be paid to the employee on a quarterly basis. Employee's may opt out of the plan at any time, provided they can show proof of coverage elsewhere; however, they may not opt back in until open enrollment, or in certain extenuating circumstances provided under the law which are known as "events" i.e. spouses loss of coverage.

B. Dental Plan

1. Full-Time employees may elect to participate in a dental plan selected by the Employer without premium cost contributions.
2. No dental benefits will be provided to Part-Time employees.
3. Each employee shall be provided with a brochure describing the details of the dental plan and enrollment information and the required forms.

C. Health benefits in retirement

Effective January 1, 2009 the Health Benefits in Retirement program as set forth in The Township of Livingston's personnel policies will apply to all full-time employees covered under this Agreement.



## ARTICLE 9

### HOLIDAYS

- A. The following eleven (11) Official Holidays are observed by the Library (hereinafter "Holiday" or Holidays"): New Years Day, Presidents' Day (Observed), Good Friday, Easter Sunday, Memorial Day (Observed), Independence Day, Sunday before Labor Day, Labor Day, Columbus Day (Observed), Thanksgiving Day and Christmas Day. The Library will be closed on the eleven (11) Official Holidays observed by the Library. Easter Sunday and the Sunday before Labor Day are unpaid holidays. The Library Board each December, may provide additional unpaid holidays on Sundays in addition to the eleven (11) observed holidays noted above. The Library Board may also adjust the opening/closing time for Library operations in each year. The Library will close at 4:00PM on Thanksgiving Eve and on New Year's Eve and at 1:00PM on Christmas Eve, based on normal start times.
- B. If a Holiday falls on a Saturday, it will be celebrated on the preceding Friday, and if a Holiday other than Easter Sunday falls on a Sunday, it will be celebrated on the following Monday.
- C. When the Library is closed for a Holiday, or closed on a preceding Friday or following Monday, Full-Time and Part-Time employees normally scheduled to work that day but who do not work due to such closing will receive Holiday pay equal to the number of hours regularly scheduled to work. Holidays will be taken in full-day increments. Holiday pay will be paid to each eligible employee at the employee's normal rate of pay.

## ARTICLE 10

### SICK TIME

- A. Sick Time is accrued on a calendar year basis and is to be utilized when the employee is unable to perform the usual duties of his or her position due to personal illness or medical emergency, medical and dental appointments. A maximum of seven (7) days per year may be used for care of an ill family member.
- B. When an employee must utilize Sick Time, the employee shall contact the Library within one hour of the employees start time and speak to that employee's Immediate Supervisor. If the employee's Immediate Supervisor is unavailable or not present at the Library at that time, the employee shall contact either another supervisor, Assistant Director of Library Director.
- C. An employee who anticipates that he or she will be absent from work for a period of time greater than three (3) consecutive work days due to illness or medical emergency shall promptly contact the Library Director, or his or her designee, to discuss the likely length of the absence and any other relevant matters concerning the use of such leave.
- D. A written doctor's statement will be provided to the Library Director, or his or her designee, when an employee is absent from work for three (3) consecutive work days due to personal illness or medical emergency; for more consecutive days or if the employee uses Sick Time following the denial of a request for Vacation Time, Personal or Holiday Time off; or if in the judgment of management the employee demonstrates a pattern of using Sick Time in conjunction with weekends, Holidays or other days off. Violations of this Article may subject the employee to disciplinary action.
- E. Accrual of Sick Time
1. Full-Time Employees: Employees employed prior to August 1, 2005, will be credited with fifteen (15) sick days at the beginning of each calendar year.

Employees hired after August 1, 2005, will be credited with twelve (12) sick days at the beginning of each calendar year. In the first year of employment, sick days will accrue at the rate of one (1) day per full month of service. However, if at the time an employee leaves employment with the Library the employee has a negative balance of Sick Time, the value of such shall be deducted from the employee's final paycheck.

Part-Time Employees: Part-Time employees will be eligible to receive pro rata Sick Time provided to Full-Time employees, based upon the number of hours for which the employee was hired, rounded to the nearest ¼. For example: an employee is scheduled to work 15 hours per week, which equates to 43% of the full time benefit (15/35=43). Full-time equivalent of 12 days x 43% = 5.1, rounded to 5 days. A permanent schedule change will change the pro rata hours that the employee is eligible for. However, if at the time an employee leaves employment with the Library the employee has a negative balance of Sick Time, the value of such time will be deducted from the employee's final paycheck.

F. Carry Over of Sick Time

Unused Sick Time will accrue each year and carry over without limit. Records will be kept by the Library that denote the total amount of Sick Time accumulated and used by each employee.

G. Official Retirement Lump Sum Payout of Sick Time

Upon Official Retirement from the Township of Livingston and collecting from the Public Employees Retirement System pension, and having twenty (20) consecutive years of employment with the Township/Library, employees will receive payment for unused sick leave up to fifty-five (55) days at their rate of pay at the time of retirement with a cap of \$7,500.00.

H. The Employer will provide to each employee in January of each calendar year a notice of sick, vacation, personal and compensatory time the employee will receive (including any carry over time) in the calendar year.

## ARTICLE 10A

### OTHER LEAVE TIME

#### A. Family and Medical Leave Act

The Family and Medical Leave Act as set forth in The Township of Livingston personnel policies will apply to all employees covered under this Agreement. All references to "Township Manager" in the policy will be construed as "Library Board of Trustees and Director."

#### B. Bereavement Leave

1. In the unfortunate event of a death in the immediate family or of a relative who resides on a permanent basis with the employee, a leave of absence of up to three (3) days with pay will be granted to Regular full-time and regular part-time employees of the Library. Part time employees receive a pro-rated amount of Bereavement Leave. These three days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed. Employees should make their supervisor aware of their situation.
2. The term "immediate family" shall include only the spouse, child, parent, stepparent, brother, stepbrother, sister, stepsister, grandparent or grandchild of the employee or employee's spouse or domestic partner or an individual who lives with the employee on a permanent basis as a family member.
3. In the event that the death is of the employee's spouse or child the Library will extend the Funeral Leave an additional two (2) days allowing for a maximum of five (5) days of Bereavement Leave.

4. If circumstances demand that additional time be taken, an employee may use available sick or vacation time. If an employee is not eligible for paid time off, the Library Director may grant an unpaid leave.
5. Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her attendance record. Proof of death and relationship to the deceased may be required.

C. Jury Duty

1. A Regular full-time employee, who loses time from his job because of jury duty, shall be paid his regular pay. Regular Part-time employees shall be granted regular pay in accordance with their regular schedules.
2. The employee must notify his supervisor immediately upon receipt of a summons for jury duty.
3. The employee shall turn over to the Library any compensation received from jury duty.
4. An employee, released from jury duty on any day more than two hours prior to the end of his normal work schedule, shall be required to report by telephone to his/her supervisor. Normally, he/she will be expected to return to work
5. An employee scheduled to work in the evening on a day they are called for Jury Duty is not required to return to the Library for work that evening, provided they are not needed, i.e. special program, etc.

6. Upon completion of jury duty, the employee must submit a signed Certificate of Jury Service indicating the number of days served to his/her supervisor. Time spent on Jury Duty should be noted on the employee's time sheet, which should be submitted with the Certificate of Jury Service attached.

**ARTICLE 11**

**VACATION TIME**

D. Full-Time Employees:

1. Certificated professional staff – Librarians - currently receiving twenty (20) vacation days per year, shall continue to receive twenty (20) vacation days per year.
2. Current para-professional employees will maintain their allotment of earned vacation days. Beginning January 1, 2006, current para-professional employees will accrue vacation days in accordance with the schedule set forth in paragraph A(3) below.
3. All certificated professional staff and all para-professional employees hired after August 1, 2005 will accrue vacation time in accordance with the following schedule:

Less than one (1) year of service	One (1) working day or each full month of service completed
One (1) year of service	Twelve (12) working days
Two (2) to nine (9) years of service	Fourteen (14) working days
Ten (10) years of service	Seventeen (17) working days
Twenty (20) years of service	Twenty-two (22) working days

Years of service will be computed on the employee's anniversary date of employment.

4. In the case of persons holding a professional librarian certificate, the Employer may, in its discretion, increase the amount of vacation granted during the first full calendar year in which the employee commenced work up to a maximum of twenty (20) days, when deemed necessary based upon hiring considerations,



otherwise the new employee will follow the Library's schedule as set forth above in paragraph A.3.

5. Effective January 1, 2009 the following employees will receive 20 days of vacation time per year for current and future years of full-time employment:

- o Janet Aji
- o Ewa Bialoblocka
- o Marjorie Schept

E. Part-Time Employees

1. Part-Time employees will receive a pro rata amount of Vacation Time provided to Full-Time employees, based upon the number of hours for which the employee was hired, rounded to the nearest ¼. For example: an employee with one year of service is schedule to work 15 hours per week, which equates to 43% of the full time benefit (15/35=43). Full-time equivalent of 12 days x 43% = 5.1, rounded to 5 days. A permanent schedule change will change the pro rata hours that the employee is eligible for.

F. Vacation Time Scheduling

1. Vacation Time will be scheduled and determined by the Library in response to employee requests. The Library Director, or his or her designee, will determine a schedule indicating the maximum number of employees that can be out on vacation in any given week.
2. Requests for vacation time must be submitted to the Library Director for approval at least three days in advance. Every effort will be made to approve requests for vacation time promptly. When more than one employee requests the same dates for vacation time, approval will be based on the earliest date that the request is received and if employees submit requests for the same dates on the

same date, seniority will prevail. Vacation approvals cannot be rescinded except by employee notification to management.

3. Employees are encouraged to take vacation leave in one week segments, but in no case less than in ½ day segments.

4. When a Holiday noted in Article 9 falls during a scheduled vacation it is not counted as a vacation day.

G. Unused Vacation Time will not carry over and Vacation Time that is not utilized in any calendar year will be forfeited. No payment will be made for any unused Vacation Time not utilized in any calendar year. Any exceptions to the requirements of Section D are in the sole discretion of the Employer and must be in writing and agreed by the Library Director or Assistant Library Director.

H. Upon separation of employment, employees with unused earned vacation time shall, receive pro rata payment of that Vacation Time for the calendar year of separation, except in cases of termination. However, if at the time an employee leaves employment with the Library the employee has a negative balance of Vacation Time, the value of such shall be deducted from the employee's final paycheck.

## ARTICLE 12

### PERSONAL TIME

- A. Accrual of Personal Time
1. Full-Time Employees: Full-Time employees will receive five (5) days per calendar year. In the first year of employment, Personal Time will accrue monthly at a pro-rata basis.
  2. Part-Time Employees: No Personal Time will accrue for Part-Time employees during the first year of employment. Thereafter, Part-Time employees will receive a pro rata amount of Personal Time provided to Full-Time employees, based upon the number of hours for which the employee was hired, rounded to the nearest ¼. For example: an employee is schedule to work 15 hours per week, which equates to 43% of the full time benefit (15/35=43). Full-time equivalent of 5 days x 43% = 2.1, rounded to 2 days. A permanent schedule change will change the pro rata hours that the employee is eligible for.
- B. Except in special circumstances approved by the Library Director, or his or her designee, Personal Time shall be utilized in a minimum of one hour increments.
- C. Except in the case of emergency or special circumstances the employee shall request the use of Personal Time up to one (1) week prior to the requested date of usage. All requests to use Personal Time will require approval of the Library Director, or his or her designee and will be responded to in a reasonable period of time.
- D. If at the time an employee leaves employment with the Library the employee has a negative balance of Personal Time, the value of such shall be deducted from the employee's final paycheck.

## ARTICLE 13

### TUITION REIMBURSEMENT

- A. Employees may request reimbursement for tuition costs only, and may be reimbursed up to a maximum amount of \$350 per course. Reimbursement shall be contingent on the budgeting for and availability of funds. A request must be submitted no later than one (1) month before the course is scheduled to begin. Requests will be reviewed by the Library Director and approval given on a "first come, first served" basis.
- B. No tuition reimbursement will be provided for courses other than those related to Library Science or the employee's job duties, as determined by and in the sole discretion of the Library Director.
- C. Employees may be eligible to receive additional reimbursement for books, course registration, and similar expenses for courses which were approved by the Library Director. Such additional reimbursement is in the discretion of the Employer and shall be contingent on the budgeting for and availability of funds.
- D. As soon as course work is completed, the employee must submit a narrative report describing the course and outlining the benefits to the employee in the performance of his or her duties. Once the course transcript with grade is received, a copy must be submitted to the Library Director. Reimbursement authorization will be submitted by the Employer for payment, and the employee will be reimbursed within sixty (60) days of the submission of the narrative and transcript with grade. No reimbursement will be provided for grades lower than "C" or "Satisfactory" in non-graduate level courses, and lower than "B" or "Satisfactory" in graduate level courses.
- E. Priority will be given to tuition cost reimbursement rather than additional reimbursement.

## ARTICLE 14

### CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

- A. Participation in continuing education and professional activities is encouraged for all employees. Permission to participate in and reimbursement for such activities during work time may be granted in the discretion of Employer, contingent upon the budgeting for and availability of funds.
- B. In determining an employee's participation in a particular course, program or continuing education and/or professional activity, the following criteria will be considered:
1. The Library's requirements as well as the professional needs of the employee.
  2. The employee's position and functions in the Library, and the suitability of the continuing education and/or professional activity.
- C. The Employer will allow some flexibility in the scheduling of employees pursuing professional staff development outside of the Library so long as Library operations are not adversely affected and other employees are not unreasonably burdened.
- D. Professional Association Memberships and Conferences
1. Employees of this bargaining unit may be released for no more than two (2) full days per calendar year to attend the annual NJLA and NJALA conferences, in the sole discretion of the Employer. If authorized by the Employer, employees in attendance at these conferences held in the State of New Jersey will be paid for the hours scheduled to work on the day(s) of the conferences. The Employer will pay the registration fees of such conferences up to the registration amount for NJLA and NJALA members, as appropriate.

## **ARTICLE 15**

### **PERSONNEL FILES**

- A. Each employee may make a request to the Library Director to review the contents of his or her Personnel File in the presence of the Library Director, or his or her designee, within three (3) days of the request. A Union representative may accompany the employee while he or she reviews the file. If requested by an employee, the employee shall be given a copy of all documents which are included in the employee's Personnel File, within three (3) days of such request.
- B. The employee shall have the right to respond to any document in his or her Personnel File. Such response shall be directed to the appropriate party and shall be included in the employee's Personnel File.
- C. Upon reviewing his/her personnel file the employee shall have the opportunity to initial and number any document found in the file so as to ensure the continuity of the file. Employees will be provided with a copy of all documents that are to be included in his or her Personnel File. If an employee does not initial a particular document, such document will nonetheless be included in the employee's Personnel File.

## **ARTICLE 16**

### **PERFORMANCE EVALUATION**

- A. Performance Evaluations should be considered a candid assessment of performance as well as a positive means of promoting employees' job skills and development.
- B. Library Management will develop and utilize Performance Evaluation forms and make them available to employees and the Union. Performance Evaluations are prepared for all employees after the first three (3) months of employment, and thereafter will be completed on an annual basis on or before December 1st of each calendar year. Performance Evaluations are prepared by the employee's Immediate Supervisor or the supervisor designated by Library management and submitted to the Library Director, or his or her designee. The supervisor conducting the Performance Evaluation may confer with any supervisors who formerly supervised the employee within the previous year.
- C. Each Performance Evaluation must be accompanied by a personal conference with the supervisor in which the employee may examine the Performance Evaluation and have an opportunity to ask questions or make comments. The Performance Evaluation must be signed by the employee, as well as the supervisor conducting the Performance Evaluation, and the Library Director, or his or her designee. Each employee will have up to three (3) days to sign the Evaluation upon receipt from the Supervisor or Employer. Each employee will be provided a copy of their Performance Evaluation and respective job description.
- D. Performance Evaluations may be required every six (6) months, where a past Performance Evaluation has not been at a satisfactory level.
- E. Disagreement by the employee with a Performance Evaluation may be raised in writing to the Director within thirty (30) days from the date of the conference, and may be grieved through Step 3 of the Grievance Procedure. Any written statement by an

employee will become part of the employee's personnel file along with the Performance Evaluation form.



## **ARTICLE 17**

### **MEETINGS**

#### **A. Labor/Management Meetings**

Labor/Management meetings to discuss issues considered important by either the Union or the Employer may be arranged quarterly by mutual agreement between the Union representative and the Library Director. Meetings will be attended by appropriate representatives of the parties. Attendance at any such meetings scheduled during an employee's regular shift will not result in any loss of pay to the employee.

Arrangements for the time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a proposed list of employees who will attend, and an agenda of the matters to be discussed.

The parties may schedule more frequent Labor/Management meetings by mutual agreement.

#### **B. Staff Meetings**

The Employer may schedule regular employee staff meetings with five (5) days advance notice. Employees who are not scheduled to work but are required to attend will receive appropriate compensation for attendance. In the event an employee is required to attend but is unable to do so because of a conflict the employee will notify the Library Director or designee. Employees who are scheduled to work on the day of a staff meeting that is conducted before or after the employee's shift time will receive appropriate compensation for attendance.

**ARTICLE 18**

**PROMOTIONS**

The Employer will provide the Union Steward with a copy of a notice of promotional opportunity no less than ten (10) days prior to each respective promotion. Such notice may be posted on the Union bulletin board.

Current employees applying for open positions will be interviewed prior to external candidates as they may be available.

**ARTICLE 19**

**HEALTH AND SAFETY**

1 The Employer agrees that no employee will be required to work under any conditions which are not reasonably safe or healthful and agrees to continue to make all reasonable efforts to provide a safe and healthful working environment for the employees during the hours of their employment.

2 It is the responsibility of the Library Board or designee to determine if it is hazardous or unhealthy for employees to occupy all or a portion of the premises maintained by the Employer. If the Library Director, or designee or a representative of an appropriate public agency determines that it is hazardous or unhealthy for employees to occupy all or a portion of the premises maintained by the Employer, the Employer will not require employees to continue to work in such hazardous or unhealthy area until such time as the hazardous or unhealthy condition is corrected or abated. If the Library Board or designee determines that the hazardous or unhealthy condition has been corrected or abated, employees must return to work as directed by the Employer. If the Library Board or designee determines that it is hazardous or unhealthy for employees to continue to work, all employees will be paid for the hours they were scheduled to work on that day. If the hazardous or unhealthy condition requires more than one day to correct or abate, the Employer in its sole discretion may make payments for the time an employee was scheduled to work or require the use of paid leave time or unpaid leave time. This discretion, however, is applicable only to closings resulting from events that could be categorized as catastrophic and unforeseeable. Closings resulting from repairs, construction, or maintenance of any kind shall not be used to absolve the Employer from paying those employees scheduled to work. However, it is understood that in circumstances where the employer provides an alternate work location program the employee will be required to participate in such a program to receive salary continuation.

3. The Union has the right to raise a potential issue of safety and/or health with the Employer at any time. Notice should be provided to the Library Director, or his or her designee, of any potential issues of safety and/or health. The Employer will take potential issues of safety and/or health under consideration and respond to the Union in a reasonable amount of time. The Employer will update the Union as to the status of correcting a problem within twenty-four (24) hours. The Union is aware that the matter may not be corrected within twenty-four (24) hours; however, the employer shall keep the union informed as factual information is available to the employer, and as necessary to ensure employee safety.

4. No employee shall be discharged or otherwise disciplined for filing any reasonable complaint or instituting or causing to be instituted any proceeding based upon a reasonable complaint, relating to occupational safety or health, or for testifying in any such proceeding pursuant to law, or because of the exercise by such employee of any right afforded under PEOSHA, whether on behalf of the employee or others.

## **ARTICLE 20**

### **INCLEMENT WEATHER & EMERGENCIES**

1. Where it appears to the Library Director, or his or her designee, that it may be appropriate to close the Library due to inclement weather conditions or an emergency, or when the Governor declares state of emergency in the affected area which includes Essex County and Livingston employees will be notified of this decision as soon as possible through direct communications to employees, or a telephone phone chain. Every attempt will be made based on the weather conditions or emergency to notify employees two hours prior to the Library having a delayed opening. Once a decision has been made and employees notified, the decision will stand.

2. Whenever the Library is closed due to inclement weather conditions or an emergency, all employees scheduled to work will be paid for the hours that they were scheduled to work. This includes time an employee is scheduled to work for a delayed opening of or early release from the Library due to inclement weather conditions or an emergency. However, employees on leave for any reason, or otherwise not scheduled to work, will not be paid nor otherwise receive credit for the time the Library is closed due to inclement weather conditions or an emergency.

## ARTICLE 21

### PROBATIONARY EMPLOYEES

- A. Employees who are newly hired or promoted within the Non-Supervisory Unit subsequent to the date of execution of this Agreement shall remain probationary until successful completion of one hundred twenty (120) days of service from the effective date of hiring or appointment by the Employer.
- B. 1. Newly hired employees only shall not accrue seniority during the probationary period and their employment may be terminated at any time in the sole discretion of the Employer. Termination of employment during the probationary period shall not be subject to the grievance or discipline provisions of this Agreement.
2. Upon successful completion of the probationary period, newly hired employees will be awarded seniority credit retroactive to the effective date of hiring or appointment by the Employer.

**ARTICLE 22**

**OUT OF TITLE WORK**

In the event that an employee is assigned to perform work in a job title higher than his or her own job title for a period in excess of fifteen (15) consecutive work days, the employee, while performing in the higher job title, will be compensated at the rate of five percent (5%) more than the employee's normal base salary.

**ARTICLE 23**

**NO STRIKE/NO LOCKOUT CLAUSE**

Adequate procedures have been included in this Agreement by the parties for the equitable resolution of grievances arising out of this Agreement. The Employer will not lock out any employee. The Union, its officers, members, agents and principals will not engage in, encourage, sanction or suggest strikes, slowdowns, resignations, absenteeism, unlawful picketing, or any other suspension or interference with normal work performance.



## **ARTICLE 24**

### **NON-DISCRIMINATION**

The Employer and the Union both agree that they shall not discriminate against any employee because of race, color, creed, origin, age, gender, sexual orientation, mental, physical or perceived disability, HIV or other blood borne pathogens, military status, marital status or Union membership or any other protected class.

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

**ARTICLE 25**

**SAVINGS CLAUSE**

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

**ARTICLE 26**

**TERM AND RENEWAL**

- A. This Agreement shall be in full force and effect as of January 1, 2007, and shall remain in full force and effect to and including December 31, 2010.
- B. Negotiations for a new Agreement will commence pursuant to the Rules and Regulations of the Public Employment Relations Commission.

Communication Workers of America  
AFL/CIO Local 1031

Township of Livingston/Livingston Library

By:

George K...  
Nick...  
Rosemary Donoghue  
Janet Laji  
Susan...

By:

Judith B. Nedeck  
Michele C. Nedeck

Date: 9/19/2007

Date:

**SCHEDULE A****FULL-TIME NON-SUPERVISORY EMPLOYEES****SALARY SCALE - 2007 to 2010**

<b>Steps</b>	<b>Librarian</b>			
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
Min	45,000	45,900	46,818	47,754
1	46,263	47,188	48,132	49,095
2	47,617	48,569	49,540	50,531
3	48,970	49,950	50,949	51,968
4	50,324	51,330	52,357	53,404
5	51,677	52,711	53,765	54,840
6	53,031	54,091	55,173	56,277
7	54,137	55,219	56,324	57,450
8	55,490	56,600	57,732	58,886
9	56,388	57,515	58,666	59,839
10	57,741	58,896	60,074	61,275
Max	60,794	63,074	65,439	67,893

<b>Steps</b>	<b>Specialist</b>			
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
Min	30,000	30,600	31,212	31,836
1	31,494	32,124	32,766	33,421
2	32,578	33,230	33,894	34,572
3	33,663	34,336	35,023	35,723
4	34,385	35,073	35,774	36,490
5	35,831	36,548	37,279	38,025

6	36,773	37,509	38,259	39,024
7	38,000	38,760	39,536	40,326
8	39,085	39,867	40,664	41,477
9	39,953	40,752	41,568	42,399
10	40,749	41,564	42,395	43,243
Max	43,065	44,679	46,355	48,093

Steps	Library Assistant			
	2007	2008	2009	2010
Min	24,000	24,480	24,970	25,469
1	25,251	25,756	26,271	26,796
2	26,151	26,674	27,207	27,751
3	27,051	27,592	28,144	28,707
4	27,951	28,510	29,080	29,662
5	28,972	29,552	30,143	30,745
6	29,632	30,225	30,829	31,446
7	30,652	31,265	31,890	32,528
8	31,552	32,183	32,827	33,483
9	32,271	32,916	33,574	34,246
10	33,352	34,019	34,700	35,394
Max	34,840	36,147	37,502	38,909

Steps	Lead Custodian			
	2007	2008	2009	2010
Min	37,300	38,046	38,807	39,583
1	38,827	39,604	40,396	41,204

2	40,354	41,162	41,985	42,825
3	41,882	42,719	43,574	44,445
4	43,409	44,277	45,163	46,066
5	44,936	45,835	46,752	47,687
6	46,463	47,393	48,341	49,307
7	47,991	48,951	49,930	50,928
8	49,518	50,508	51,519	52,549
9	51,045	52,066	53,107	54,170
10	52,572	53,624	54,696	55,790
Max	54,100	56,128	58,233	60,417

Steps	Custodian			
	2007	2008	2009	2010
Min	23,500	23,970	24,449	24,938
1	24,818	25,315	25,821	26,337
2	26,136	26,659	27,192	27,736
3	27,455	28,004	28,564	29,135
4	28,773	29,348	29,935	30,534
5	30,091	30,693	31,307	31,933
6	31,409	32,037	32,678	33,332
7	32,727	33,382	34,049	34,730
8	34,045	34,726	35,421	36,129
9	35,364	36,071	36,792	37,528
10	36,682	37,415	38,164	38,927
Max	38,000	39,425	40,903	42,437

**NON-SUPERVISORY PART-TIME EMPLOYEES**

Hourly Rates - 2007-2010

	Librarian		Specialist		Librarian Asst	
2007	21.48	33.41	14.08	23.66	11.16	19.17
2008	22.28	34.66	14.61	24.54	11.58	19.89
2009	23.12	35.96	15.15	25.46	12.02	20.64
2010	23.98	37.31	15.72	26.42	12.47	21.41

	Page		Lead Custodian		Custodian	
2007	7.15	9.49	21.29	30.71	13.27	23.22
2008	7.15	9.85	22.09	31.86	13.77	24.09
2009	7.25	10.22	22.92	33.06	14.28	24.99
2010	7.25	10.60	23.78	34.30	14.82	25.93

