

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

DEC 04 1989

RUTGERS UNIVERSITY

COPY

AGREEMENT BETWEEN
Ramsey Borough Board of Trustees
THE BOARD OF TRUSTEES OF THE BOROUGH OF
of the Ramsey Free Public Library
RAMSEY FREE PUBLIC LIBRARY

AND

THE RAMSEY LIBRARY EMPLOYEES ASSOCIATION

=====

X JANUARY 1st, 1989 THROUGH DECEMBER 31st, 1990

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THIS AGREEMENT, made and entered into as of this 10th day of August 1989, by and between:

THE BOARD OF TRUSTEES OF THE BOROUGH OF RAMSEY FREE PUBLIC LIBRARY, a municipal corporation, having an office at 30 Wyckoff Avenue, in the Borough of Ramsey, County of Bergen and State of New Jersey. ("Board"), and

THE RAMSEY LIBRARY EMPLOYEES ASSOCIATION, a non-profit municipal employee association, having an address at 30 Wyckoff Avenue, in the Borough of Ramsey, County of Bergen and State of New Jersey, ("Association").

WHEREAS; the Association is a recognized employee organization composed of certain employees working in the Borough of Ramsey Free Public Library, and

WHEREAS, the Board has recognized the Association as the official bargaining agent for certain full-time and part-time employees working in the Borough of Ramsey Free Public Library with regard to terms and conditions of employment; and

WHEREAS, the Board and the Association have concluded negotiations relating to the terms and conditions of employment for certain full-time and part-time personnel working in the Borough of Ramsey Free Public Library for the calendar years 1989 and 1990.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. - DURATION:

This Agreement shall be effective from January 1, 1989 to December 31, 1990 inclusive.

ARTICLE 2. - COVERED EMPLOYEES:

This Agreement shall apply to all full-time and part-time employees in the Borough of Ramsey Free Public Library excluding the Director and Assistant Director of the Library.

HAROLD DIRECTOR 37,230.52 2,902.44 40,263.03
 SCARPELUNO 22,013.44 1,660.80 29,674.24

1989 SAL SCHEDULE
 NOT INCORPORATED

ARTICLE 3. - SALARY SCHEDULE:

↑ per verbal with P. Michaels @ 8/25

The following salary schedule is hereby established for employees effective January 1, 1989:

EMPLOYEE	JOB TITLE	BASE	LONGEVITY	TOTAL
J. Olkiewicz	Children's Librarian	21,617.94	1,297.08	22,915.02
J. Ruppert	Adm. Asst. Eff. 11/1/89	17,305.60		17,305.60
J. Ott	Custodian	16,269.01	325.38	16,594.39
M. Keady	Ref. Lib.	21,397.73		21,397.73

ANNIVERSARY DATE

ANNIVERSARY DATE	EMPLOYEE	PTS	JOB TITLE	BASE	LONGEVITY	TOTAL	BASE	LONG	TOTAL
5-24-65	N. Hamilton	21	Library Asst.	11.50	10% 1.15	12.65	SAME	FOR ALL	
7-12-76	G. Cassella	12	Library Asst.	7.95	4% .32	8.27	8.10	.33	8.43
3-29	B. Schultze	7	Library Asst.	7.20	2% .15	7.35	7.35	.15	7.50
9-8	J. Morris	6	Library Asst.	7.05	-	7.05	7.20	-	7.20
10-27	N. Christiansen	1	Library Asst.	6.75	-	6.75	6.90		6.90
8-4	D. Erickson	4	Library Asst.	6.75	-	6.75	6.90		6.90
7-12-81	E. Salierno	4	Library Asst.	6.75		6.75	SAME	FOR 89	

INCREASE 7-12-90

2. For the calendar year 1989, all pages shall be paid at the rate of \$4.00 per hour.

3. The following salary schedule is hereby established for employees effective January 1, 1990.

EMPLOYEE	JOB TITLE	BASE	LONGEVITY	TOTAL
J. Olkiewicz	Children's	23,239.29	1,394.36	24,633.65
J. Ruppert	Adm. Asst.	18,603.52		18,603.52
J. Ott	Custodian	17,489.19	699.57	18,188.76
M. Keady	Ref. Librarian	23,002.55		23,002.55
N. Hamilton	Library Asst.	12.36	1.24	13.60
G. Cassella	Library Asst.	8.55	.35	8.90
B. Schultze	Library Asst.	7.74	.16	7.90
J. Morris	Library Asst.	7.58		7.58
N. Christiansen	Library Asst.	7.26		7.26
D. Erickson	Library Asst.	7.26		7.26
E. Salierno	Library Asst.	6.75		6.75

A. HAROLD 37,225.44 + 8.16% INC = 3037.59 = 40,263.03
 A. SCARPELUNO 27,454.00 + 8.16% = 2240.24 = 29,694.24

4. For the calendar year 1990, all pages shall be paid at the rate of \$4.00 per hour.

5. The amounts set forth in the above salary schedule shall not apply to employees hired as replacements for the employee named herein.

6. The base hourly pay of Library assistants hired after July 1, 1989 will be determined by a point system, with credit for education and work experience in libraries. Points will be credited as follows:

	<u>POINTS</u>
A. For each completed year of college and post-graduate work, nursing school, or technical institute (but not trade or secretarial school)	1
B. For each completed year of work as a full-time librarian or library assistant (but not page) in a public library, school or college library, or special library, to a maximum of 17 points:	1
C. For a New Jersey librarian's certificate	5

Library assistants' hourly pay effective January 1, 1989 will be determined by accumulated points as shown below.

Library assistants will move to the next step on the anniversary of their employment in the library.

<u>Points</u>	<u>Hourly Pay</u>	<u>Points</u>	<u>Hourly Pay</u>	<u>Points</u>	<u>Hourly Pay</u>
0	\$6.30	7	\$7.20	14	\$8.25
1	6.40	8	7.35	15	8.50
2	6.50	9	7.50	16	9.00
3	6.60	10	7.65	17	9.50
4	6.75	11	7.80	18	10.00
5	6.90	12	7.95	19	10.50
6	7.05	13	8.10	20	11.00
				21	11.50

Library assistants' hourly pay for the calendar year 1990 (commencing January 1, 1990) will be determined by accumulated points as follows:

<u>Points</u>	<u>Hourly Pay</u>	<u>Points</u>	<u>Hourly Pay</u>
0	\$6.66	8	\$7.74
1	6.77	9	7.90
2	6.88	10	8.06
3	6.99	11	8.22
4	7.10	12	8.39
5	7.26	13	8.55
6	7.42	14	8.71
7	7.58		

Library assistants above step 14 will receive 7.5% increase for calendar year 1990. ON BASE ABU WAGE

ARTICLE 4. - SICK LEAVE:

1. Sick leave is hereby defined to mean paid leave that may be granted to a full-time employee who through sickness or injury is mentally or physically incapacitated to a degree that makes it impossible for such employee to perform the duties of his position, or who is quarantined by a physician because of exposure to a contagious disease.

2. All full-time employees hired after July 1, 1989 shall be granted sick leave as follows:

- a. During calendar year 1989, one day for each full month of service.
- b. Thereafter, fifteen (15) working days for each calendar year of service.

All full-time employees hired before July 1, 1989 shall be granted sick leave as follows:

- a. During the calendar year 1989, two (2) working days for each month or a total of twenty-five (25) working days for each calendar year of service.
- b. Thereafter, a total of twenty (20) working days for each calendar year of service.

3. Sick leave allowance not used in any calendar year shall accumulate to the employees's credit from year to year and may be used when needed for sick

leave purposes.

4. When an employee does not report for work for a period of three (3) consecutive days or more during a calendar year because of sick leave, the employee may be required to furnish proof of inability to work on the days absent. Such proof shall be furnished by submitting to the Library Director upon resumption of work by the employee a certificate signed by a licensed physician in attendance stating that the employee on the date or dates of absence was mentally or physically incapacitated to a degree that made it impossible for such employee to perform the duties of his position or was quarantined because of exposure to a contagious disease. The Board may require the employee to submit to an examination by a physician chosen by the Board in order to substantiate such mental or physical incapacitation.

5. A sick leave day shall be charged for an absence of more than four (4) hours. Sickness incurred while on vacation time cannot be charged against sick leave allowance.

6. In order to receive compensation while absent on sick leave, the employee shall notify his supervisor of the intended absence at least 60 minutes before the time set for the employee to begin work except in an emergency. An employee who is absent from work for three (3) or more consecutive days and who does not notify his supervisor or the Library Director during the first three (3) days of absence shall be subject to dismissal from employment.

7. Permanent part-time employees (who shall be deemed to be those employees who perform duties on a regular recurring basis) who are paid at an hourly rate shall receive sick leave on a pro-rata basis in accordance with the aforementioned provisions.

8. Upon termination of employment by regular retirement, an employee shall be entitled to receive severance pay in an amount equal to fifty percent (50%) of his accumulated sick leave days or to fifty percent of his accumulated sick leave days off.

An employee whose employment is terminated prior to regular retirement and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to twenty five percent (25%) of his accumulated sick leave days; or to twenty five (25%) of his accumulated sick leave days off. An employee whose employment is terminated prior to regular retirement because of job related disability and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to fifty percent (50%) of his accumulated sick leave days off. Severance pay shall be computed based upon the average rate of pay during each year in which it was accumulated.

In the event of an employee's death, his estate shall be entitled to receive whatever sick leave benefits the employee was entitled to at the time of termination of employment.

9. An employee who makes a false claim for sick leave may be subject to discipline.

10. The Library Director shall keep records of sick, vacation, military, and special leaves, with or without pay.

ARTICLE 5. - JOB RELATED INJURIES:

1. The Employer represents that all employees covered by this Agreement are covered by a Workman's Compensation Insurance Policy and that the Employer will continue to provide such coverage as required by statute.

ARTICLE 6. - CHILDREN'S SCHOLARSHIP:

The unemancipated children of a full-time employee who dies in the performance of his duties other than from natural causes shall receive a four year full tuition undergraduate scholarship to any public college of the child's choice located in the State of New Jersey or any college within the United States provided such tuition scholarship shall not exceed the cost of a tuition scholarship to Rutgers University. Such college education shall be completed within five years from the date of its commencement.

ARTICLE 7. - DEATH BENEFIT:

The widow of a full-time employee who dies in the performance of his duties other than from natural causes shall receive twenty-five percent (25%) of the employee's yearly salary at the time of his death and \$500.00 for each unemancipated child of the employee.

ARTICLE 8. - GRIEVANCE PROCEDURE:

The following grievance procedure shall be established:

1. The term "grievance" is an alleged violation of this Agreement.
2. A grievance shall be raised within five working days after the occurrence of the grievance or within five working days after the grievant would reasonably be expected to know of its occurrence.
3. The grievance shall be submitted either orally or in writing by the grievant to the Assistant Director. The grievant may, at his or her option, have an Association representative present at the time the grievance is presented to the Assistant Director.
4. If the grievance is not resolved within seven working days of its submission to the Assistant Director the grievance shall be submitted by the grievant in writing to the Director.
5. If the grievance is not resolved within seven days of its submission to the Director, the Director shall immediately forward the grievance to the Board for consideration at the next regularly scheduled Board meeting. If such submission is during the summer month, a special meeting shall be called within thirty days of notice.

6. If the grievance is not resolved within 14 days after the Board meeting, the grievance shall be submitted to a Board of Arbitration composed of three members, as follows:

- One Member from the Board
- One Member from the Association
- One Member to be agreed upon by both the Board and the Association

Any determination resulting from arbitration shall be non-binding.

ARTICLE 9. - HOLIDAYS:

1. All full time employees shall be provided with the following holidays and pursuant to the conditions set forth below:

New Year's Day	Washington's Birthday	Good Friday
Decoration Day	Independence Day	Labor Day
Columbus Day	Election Day	Veteran's Day
Thanksgiving Day	Two Floating Holidays*	Christmas Day

*The employee shall have the right to choose any days as his floating holidays provided he gives the Director two (2) weeks notice of same and further provided that not more than (2) employees choose the same floating holiday.

2. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.

3. If full time hourly employees are required to work on any such holidays, they shall be compensated at one and one-half (1 1/2) times the regular rate of pay.

4. If the holiday falls on a salaried employee's scheduled day off, or a vacation day, then the salaried employee shall be given another day off or compensatory time off. Hourly employees shall be given equivalent time off or paid for their average hours worked per day.

5. The Board reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday.

6. The compensation provided for work performed on a holiday shall be in place of and not in addition to the compensation for overtime worked.

ARTICLE 10. - VACATION LEAVE:

A. Full time employees shall receive paid vacation leave as provided in this Article at their regular rate of pay.

1. During the first calendar year of service, or part thereof, the employee shall be entitled to one week (five work days) if employed before July 1st and has completed a minimum of three months of continuous service before the date.
2. During the second calendar year of service and until the completion of five full calendar years of service, the employee will be entitled to two weeks (ten working days) vacation each year.
3. During the sixth calendar year of service, the employee shall be entitled to eleven working days vacation per year.
4. During the seventh calendar year of service, the employee shall be entitled to twelve working days vacation per year.
5. During the eighth calendar year of service, the employee shall be entitled to thirteen working days vacation per year.
6. During the ninth calendar year of service, the employee shall be entitled to fourteen working days vacation per year.
7. During the tenth calendar year of service, the employee shall be entitled to fifteen working days vacation per year.
8. During the eleventh calendar year of service, the employee shall be entitled to sixteen working days vacation per year.
9. During the twelfth calendar year of service, the employee shall be entitled to seventeen working days vacation per year.
10. During the thirteenth calendar year of service, the employee shall be entitled to eighteen working days vacation per year.
11. During the fourteenth calendar year of service, the employee shall be entitled to nineteen working days vacation per year.
12. During the fifteenth calendar year of service and until the completion of twenty full calendar years of service, the employee shall be entitled to twenty working days vacation per year.
13. After completion of twenty full calendar years of service, the employee shall be entitled to twenty-five working days vacation per year.
14. The Board shall fix a vacation schedule and the date on which an employee is to be granted vacation. Subject to the needs of the Board, said schedule will be arranged in accordance with the convenience of the employee. Splitting of vacation time into separate weeks will be allowed subject to the needs of the Board. Seniority will be respected in arranging the vacation schedule.
15. Should a holiday recognized by Article VII be observed on a working day within employee's vacation period, then the employee shall be entitled to

an additional day's vacation.

16. Employees leaving the employ of the Board after giving two (2) weeks notice and before the completion of an entire year shall be paid for the vacation due them on a prorated basis.

17. Employees will be notified of the number of their vacation days by April 15th.

18. Employees who are on sick leave for more than three (3) consecutive days shall not earn any vacation time until they return to full time duty.

19. A maximum of five working days may be carried over for one year at the discretion of the Board.

ARTICLE 11. - PERSONAL LEAVE DAYS:

In calendar year 1989, a full time employee shall be provided with the following personal days per year:

- A. Two days during the first through the tenth complete year of service.
- B. Three days during the eleventh through the fifteenth completed year of service.
- C. Four days after the fifteenth completed year of service.

In calendar year 1990, a full-time employee shall be provided with the following personal days per year:

- A. Four days during the first through the tenth completed year of service.
- B. Five days during the eleventh through the fifteenth completed year of service.
- C. Six days after the fifteenth completed year of service.

Personal days may be accumulated to December 31 of the following year. Personal leave is acknowledged to be separate and distinct from sick leave. Employees shall give seven (7) days notice to the Director of their intention to take a personal leave day except in emergency situations, such notice shall not be required.

ARTICLE 12. - INCENTIVE DAYS:

A full time employee shall be provided with one additional personal day if the employee does not take a sick day during a period of 180 consecutive days.

ARTICLE 13. - WORK SCHEDULES:

Within the weekly schedule, every effort shall be used to permit flexibility when schedule adjustments are requested or desirable. When overtime is required by the Board, it will be considered proper to allow equivalent time off within a reasonable time following the additional hours worked.

In all cases, overtime shall be kept at a minimum and only used as an emergency, temporary solution.

A. Full time employees shall work five days per week and not more than 35 hours per week.

B. Employees shall not be required to work regularly more than two evening per week, the Custodian excepted.

C. Saturday work shall be rotated among employees so that there is a fair distribution of this assignment.

D. One hour for lunch and one hour for dinner shall be allowed for meal times. This time is not included in the hours worked per day.

ARTICLE 14. - RETIREMENT - VACATION PAY:

A full time employee, upon retirement from service, or his beneficiary in the event of his death, shall be entitled to vacation pay which was unpaid at the time of his retirement or death

ARTICLE 15. - BEREAVEMENT LEAVE:

Upon the death of a member of the immediate family as defined below, full time employees may request bereavement leave with pay for a period not to exceed three (3) days. Employees may be required to produce proof of death and relationship to obtain the benefits under this paragraph. A member of the immediate family for the purpose of this paragraph is defined as spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other close relative living permanently in the employee's household.

ARTICLE 16. - LONGEVITY PAY:

Employees shall receive longevity compensation at 2% of the employees annual base salary, if paid an annual salary, or hourly rate if paid by the hour, for each four years of service to a maximum of 10%.

ARTICLE 17. - RETIREE INSURANCE BENEFITS:

A. After twenty-five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service to the Employer, all Blue Cross/Blue Shield major medical insurance benefits and dental insurance benefits shall be continued for retired full time employee and their immediate families, if applicable, for a maximum of five years, or until the retired employee qualifies for Medicare, or until the retired employee is again employed by any source, whichever shall first occur, provided, however, that if an employee shall remain in the employ of the Employer for thirty years or more before retirement, all of his insurance coverage as stated above shall be continued until he qualifies for Medicare.

B. Full time employees who are not eligible for the benefits set forth in paragraph (A) above and who terminate service by virtue of retirement or by exercise of pension vesting rights shall have the option of continued enrollment in the Employer's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to full time employees who have been employed by the Employer for a period of at least ten (10) years.

ARTICLE 18. - DENTAL INSURANCE:

The current group dental insurance benefits for full time employees shall be as provided by the Borough of Ramsey.

ARTICLE 19. - HEALTH & WELFARE BENEFITS:

1. It is agreed that all existing health and welfare benefits in effect on the date of execution hereof and which uniformly affect all full time employees covered by this Agreement shall be continued for the term of this Agreement.

2. Unless specifically stated to the contrary, there shall be no diminution of present health and welfare benefits during the term of the Agreement.

3. The Board shall enroll full time employees that file the necessary and required statements in the Board's Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the program will be paid by the Board. If for any reason, the aforementioned plan or part thereof, is withdrawn by the carrier, the Board will make its best effort to obtain complete coverage for the employees.

ARTICLE 20. - UNPAID LEAVE OF ABSENCE:

1. A permanent full time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of the Director and at the discretion of the Board.

2. A leave of absence may be renewed upon request of the employee and it may be granted for reasons deemed proper by the Director and the discretion of the Board.

3. The Board reserves the right to revoke a leave of absence of good cause for emergency reasons upon written notice of five (5) working days.

4. All decisions of the Board regarding leaves of absence shall be discretionary.

5. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for his title. However, there shall be no retroactive pay resulting from this Article.

6. During all personal leaves of absence, seniority shall be retained.

ARTICLE 21. - LEAVE FOR JURY DUTY:

1. Full time employees summoned for petit jury will be granted a leave of absence with pay for a period not to exceed two (2) weeks. Employees shall receive their regular rate of pay less the amount of money received by them for serving on jury duty. Employees shall notify the Employer within one (1) working day of the receipt of the summons of jury duty. Employees must produce the summons for jury notice in order to receive benefits under this Article. If employees are dismissed from jury duty and can reasonably return to the Employer's place of business prior to 1:30 P.M., they shall return to work.

ARTICLE 22. - SENIORITY:

1. The seniority of an employee is hereby defined as the period of continuous service as a full time employee dating from the most recent date of hire. The Board shall forward to the Association with ten (10) days of the date of this Agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January.

2. The seniority of an employee as defined in this Article will be a factor for consideration in cases of layoff, recalls and seniority. Other facts for consideration will be employee's training, experience and ability to perform the work required by the Employer.

3. Seniority shall be lost by an employee for the following reasons: voluntary quitting, failure to report back for work no longer than three (3) working days following the conclusion of a leave of absence, discharge for cause, failure to be called back to work for a period of twelve (12) months after a layoff.

ARTICLE 23. - PERSONNEL ADVANCEMENT

Employees shall have the opportunity for advancement from lower employment positions to higher employment positions, if qualified.

ARTICLE 24. - RETIREMENT PENSION:

The retirement pensions will be provided through the State Pension Plan in accordance with the rules and regulations governing same.

ARTICLE 25. - HEALTH EXAMINATION:

The Director may require a physical examination for all new employees and the usual and customary expense of same shall be borne by the Board.

ARTICLE 26. - FULL TIME EMPLOYEES:

An employee who works twenty or more hours per week shall be deemed to be a full time employee.

ARTICLE 27. - RESIGNATION:

The Children's Librarian and Reference Librarian shall give 30 days written notice of resignation. All other employees must give two weeks notice of resignation.

ARTICLE 28. - NON-DISCRIMINATION:

Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin or membership or non-membership in the Association.

ARTICLE 29. - MANAGEMENT RIGHTS:

Except as expressly provided herein, nothing in this Agreement shall interfere with the right of the Board in accordance with applicable law, rules and regulations to:

a. Carry out the statutory mandate and goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.

b. Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.

c. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.

ARTICLE 30. - NO STRIKE - NO LOCKOUT:

1. Neither the Association nor any of its members shall engage in a strike during the term of this Agreement.

2. The Board will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

ARTICLE 31. - CONTINUATION OF AGREEMENT:

In the event that the parties do not execute a successor Agreement prior to the expiration date of this Agreement, then the provisions of this Agreement shall continue in force until a successor Agreement is executed.

ARTICLE 32. - ENTIRE AGREEMENT:

1. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in written and signed amendment.

ARTICLE 33. - GENDER:

Throughout this Agreement, the masculine gender shall include the feminine gender and vice versa.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

THE BOARD OF TRUSTEES OF THE
BOROUGH OF RAMSEY FREE PUBLIC LIBRARY

By: *[Signature]*
President

ATTEST:

Joseph J. Walter
Secretary

THE RAMSEY LIBRARY EMPLOYEES
ASSOCIATION

By: *Jody O. Kienrich*
President

ATTEST:

Nancy L. Christensen
Secretary