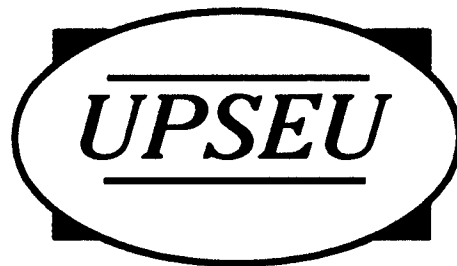


COLLECTIVE BARGAINING AGREEMENT

By and Between

**THE LIBRARY BOARD
of the
BOROUGH OF LODI**

and the



**United Public Service Employees Union
3555 Veterans Highway
Ronkonkoma, NY 11779**

WHITE COLLAR EMPLOYEES

JULY 1, 2008 through June 30, 2010

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PREAMBLE

THIS AGREEMENT entered into this 30th day of December 2009, by and between THE LIBRARY BOARD OF THE BOROUGH OF LODI, in the County of Bergen, State of New Jersey (hereinafter referred to as the "Employer"), and, UPSEU (United Public Service Employees Union), hereinafter referred to as the "Union"), represents the complete and final understanding of all the bargainable issues between the Board and the Union.

ARTICLE I RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining agent for all full and part-time professionals and non-professionals covered by the job titles and provisions of Schedule A and Article XIX herein.

ARTICLE II MANAGEMENT AND EMPLOYEE RIGHTS

A. Management Rights

The right to manage the affairs of the Board and to direct the working forces and operation of the Board, subject only to the limitations of this Agreement, and any applicable Federal or State Statutes or regulations are vested and retained by the Board.

B. Employee Rights

- i. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey Statutes, the New Jersey State Department of Personnel Laws, the Rules and Regulations of the New Jersey State Department of Personnel or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- ii. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or Federal law.
- iii. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.
- iv. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

ARTICLE III GRIEVANCE PROCEDURE

A. Major Suspensions, Etc.

In any case where a permanent employee in the classified service, as defined under the New Jersey State Department of Personnel Laws including the Rules and Regulations adopted by the New Jersey State Department of Personnel, is issued a Preliminary Notice of Disciplinary Action involving: a) suspension for more than five (5) days at one time; b) the third suspension or third fine in one (1) calendar year of suspension aggregating more than fifteen (15) days in one (1) calendar year; c) demotion, or d) removal, the Board shall conduct a hearing on the matter. The procedures set forth under New Jersey State Department of Personnel shall be binding.

B. Grievances and Minor Suspensions, Etc.

There will be a limitation requiring the initiation of a grievance to be within three (3) months from the date of knowledge of incident. Any grievance relating to the position, wages, or working conditions of an employee, including suspensions for five (5) days or less and fines, demotions, and other disciplinary actions not covered in Paragraph A above, shall be handled in the manner set forth below:

- i. The employee shall discuss the grievance with the Library Director. He may be represented by member of the Union. In the event the Union declines to represent the employee, he or she shall have the right to proceed without such representation. The Library Director shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee and the Union of such decision immediately thereafter and forward to each a copy of such determination.
- ii. The employee or the Union may appeal the decision of the Library Director if either is unsatisfied with the result by filing a written Notice of Appeal with the Board and at the same time forwarding copies of all previous writing on the matter. Within the next ten (10) days, the Board shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and the Union of such decision immediately thereafter and forward to each a copy of its determination.
- iii. If the grievances are not settled by the Steps outlined above, the Union or the employee within ten (10) working days after receipt by the employee and the Union of the Board's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter referred to as "PERC"). PERC shall appoint an Arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within (30) days after the completion of the hearing and shall be final and binding upon both parties. The cost of the Arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

**ARTICLE IV
WORK WEEK**

- A
1. The standard work week shall consist of thirty-two and one-half (32.5) hours per calendar week; five (5) days per week between Monday and Saturday; six and one-half (6.5) hours per day (exclusive of one hour unpaid lunch as established by the Director of the Library). Modifications to the established schedule shall be accomplished in compliance with the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-5.3 et seq.)
 2. The standard work week for any employee hired after 7/1/91 shall consist of thirty-seven and one-half (37.5) hours per calendar week, five (5) days per week between Monday and Saturday; seven and one-half (7.5) hours per day (inclusive of one hour paid lunch) as established by the Director of the Library.

Modifications to the established schedule shall be accomplished in compliance with the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A - 5.3.)
 3. All overtime and holiday pay shall be paid as calculated on base salary plus longevity.
- B.
- 1.1 Overtime compensation will be paid at time and one-half (1.5) for support staff hired before July 1, 1991, after thirty-two and one-half (32.5) hours per week or six and one-half (6.5) hours per day.
 - 1.2 Overtime compensation for Librarians, Senior Librarians, Senior Account Clerk, and Senior Library Assistant positions will begin at thirty-seven and one-half (37.5) hours per week or seven and one-half (7.5) hours per day. The first hour of overtime per day will be paid at straight time and time and one-half (1.5) thereafter. Employees in this category have the choice to take overtime as compensation time if agreed to by the Director.
 - 2.1 Overtime compensation for employees hired after July 1, 1991 will be paid at time and one-half (1.5) for support staff after thirty-seven and one-half (37.5) hours per week or seven and one-half (7.5) hours per day.
 - 2.2 Overtime compensation for Librarians, Senior Librarians, Senior Account Clerk, and Senior Library Assistant positions hired after July 1, 1991 will begin at forty-two and one-half (42.5) hours per week or eight and one-half (8.5) hours per day and time and one-half thereafter. The first hour of overtime per day will be paid at straight time. Employees in this category have the choice to take overtime as compensatory time if agreed to by the Director.
- C. All parties hereto recognize that it has been and shall continue to be the Policy of the Board to schedule hours of employment so that employees are not required to work overtime and that to effectuate this purpose a substitute list has been adopted and will be kept in effect. The purpose of including the overtime provisions in this Agreement is to cover that rare instance when an employee may be required to work overtime hours.

**ARTICLE V
HOLIDAYS**

- A. Employees shall be entitled to holiday leaves of absence with pay in celebration of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

The Library will be open on Lincoln's Birthday, with a floating holiday that must be taken between January 1 and June 30 or be lost.

The Library will be closed Holy Saturday, provided employees work alternate assigned hours during prior week.

If any of the above holidays fall on an employee's day off, the employee shall be given a day off during a work period scheduled by the Director or the employee shall receive additional pay for the holiday if agreeable to both the employee and the Director. Part-time employees shall receive in pay the equivalent of one-fifth (1/5) of his/her normal weekly earnings for each holiday which falls on his/her day off; where the schedule of a part-time employee would have required him/her to work more than one-fifth (1/5) of his/her normal work week, he/she shall receive in pay the same amount he/she would have earned had the holiday not been observed. If the holiday falls on a Sunday, it shall be celebrated on the following Monday.

- B. When a holiday is observed during the regular work week or when an employee receives sick pay or vacation pay during a regular work week, those holiday hours or sick or vacation pay shall be included in the computation of overtime for that period.
- C. When an employee is required to work on a holiday or a Sunday, he or she shall receive time and one-half (1.5) for the hours worked on the holiday or Sunday, plus these employees shall receive a day off for the holiday or Sunday worked; or the employee shall receive straight time payment plus time and one-half (1.5) for the hours worked. The option as to which method of payment shall be made, will be that of the Employer.
- D. The library will close at 5:00 p.m. on Thanksgiving Eve.
- E. Part-time employees hired after July 1, 2009, will receive holiday pay only for days on which a holiday falls on a day the part-time employee is scheduled to work. The rate of pay will be equal to the part-time employee's regular schedule of hours.

ARTICLE VI VACATIONS

Employees shall be entitled to paid vacations in accordance with the following schedule:

- A. From the date of hire through December 31 of the year of hire - one (1) day for each thirty (30) days of employment.
- B. From January 1 of the first full calendar year after date of hire through December 31 of the fifth full calendar year after date of hire - twelve (12) days.
- C. From January 1 of the sixth full calendar year after date of hire through December 31 of the tenth full calendar year after date of hire - fifteen (15) days.
- D. From January 1 of the eleventh full calendar year after date of hire through December 31 of the fifteenth full calendar year after date of hire - twenty (20) days.
- E. From January 1 of the sixteenth full calendar year after date of hire through December 31 of the nineteenth full calendar year after date of hire - twenty-two (22) days.
- F. (Effective January 1, 2001) From January 1 of the twentieth full calendar year after date of hire and thereafter - twenty-five (25) days.

When in any calendar year the vacation or any part thereof is not granted by the Director, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year. Additionally, in any calendar year when all vacation days are not taken, the employee may carry up to seven(7) days into the succeeding calendar year. The cut off date for such carry-forward of unused vacation days shall be extended through January 31 of the succeeding year.

ARTICLE VII HOSPITALIZATION AND INSURANCE BENEFITS

- A. **Hospitalization and Insurance Benefits**
The employer shall provide to all full time employees, (full time for this purpose means those employees working twenty (20) hours per week or more on a regular basis) at no cost to the employees, the same hospitalization and medical payments plans, or their equivalent, that were actually provided by the Employer in the year 1988, which plans shall include coverage not only for the employees but their eligible dependents as well: Blue Cross/Blue Shield, Major Medical with the increase in extended Rider J Benefits, which are funded by the Borough of Lodi.
- B. **Dental Benefits**
All full time members of the bargaining unit shall be provided with a family dental program by the Employer which plan shall be the same or equivalent to the program which is currently provided by the Borough of Lodi in accordance with their Collective Bargaining Agreements: i.e. , Program No. 3 of New Jersey Dental Service Plan which shall be defined as 90/10 coverage. The orthodontic portion of said coverage shall be no less than \$1,500,

July 1, 2006. The Employer shall continue to pay the full premium cost for Employee and family for this coverage, which is funded by the Borough of Lodi.

C. Prescription Benefits

All full time members of the bargaining unit shall be entitled to receive a family prescription program which shall be the same as or equivalent to the \$1.00 co-payment prescription program currently provided by the Borough of Lodi for its employees.

Effective July 1, 2010, the co-pay will be \$10.00 / \$3.00.

D. Life Insurance

The employer shall provide all full time members of the bargaining unit life insurance in the amount of their respective yearly salary and the cost for such coverage, which is funded by the Borough of Lodi, is to be borne by the employer.

E. Vision Benefits

The Employer shall provide to full time employees the vision program, or its equivalent as that currently provided employees of the Borough of Lodi and which is funded by the Borough of Lodi. The benefit pays for certain vision care expenses. These expenses must be charged to you or your dependent while covered. The expenses also must be recommended by a physician or optometrist.

You will be paid the actual cost to you of the Reasonable Charges for the services and supplies shown in the Vision Care Schedule below, up to a Maximum Amount show for each service or supply. The services and supplies shown are the only ones covered.

In some cases, the amount shown in the Schedule may be greater than the amount you are charged. The excess will be added to the amount shown in the Schedule for any other service or supply which is charged within sixty (60) days after the first service or supply is charged.

LIMITATIONS:

You will be paid for one (1) complete eye exam (\$50.00 per person) in any twelve (12) months.

Frame type lenses (per person 12 months)

Single Vision -	\$60.00
Bi-Focal -	\$100.00
Tri-Focal -	\$120.00
Lenticular -	\$180.00

Frames (per pair 12 months)

\$50.00

Contact Lenses (2 lenses per person) 12 months

\$110.00

Contact Lenses (2 lenses per person) 12 months for specific reason

\$180.00

Each time period begins when the service or supply is first charged to the person. An eye exam is charged on the date it is performed. Lenses or frames are charged on the date they are ordered.

NOT COVERED

- Charges for orthoptics (eye muscle exercises)
- Charges for vision training or subnormal vision aids
- Lenses that can be ordered without a prescription
- Any service or supply which is not shown in the Vision Care Schedule
- Other exclusions that apply to this benefit are in GENERAL EXCLUSIONS

The employer shall provide and pay hospitalization, medical, prescription, vision and dental insurance premiums on policies set forth above which are funded by the Borough of Lodi, covering all full-time employees and their eligible dependents upon the said employee's retirement from service after twenty-five (25) years (according to N.J.S.A. 40A:10-23) with the employer until such employee becomes eligible for acceptance into the Federal Medicare program, or is provided these insurance benefits through other employment.

F. Retirement Benefits

All full time employees who retire shall upon attaining age sixty-five (65) be eligible to continue participation in health care, dental, vision and prescription program. Said participation shall be at the group rate. The Employer shall terminate said participation only upon failure of retiree to reimburse group rate premiums to the Employer per payment schedule for said program which shall be determined by the Employer upon notification from the Borough of Lodi. Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System.

G. Health Retirement Benefit

Lifetime supplemental Medicare Insurance "Medigap" from age 65 and older (\$3,000 per year towards insurance plan selected and managed by retiree. This benefit is offered for the duration of this contract to all full-time employees who retire with twenty (20) or more years of service by June 30, 2010.) Proof of Supplemental Medicare Insurance must be provided prior to reimbursement as long as "Medigap" type insurance is available. Payment will be made within thirty (30) days of submission of proof of purchase.

Any employee who is able to and chooses to retire with the above provision must submit his/her retirement "X" number of working days prior to June 30, 2010, that would be due in lump sum unused sick time and prorated unused vacation and personal time.

**ARTICLE VIII
SICK LEAVE**

- A.** Sick leave is hereby defined to mean absence from work of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee, or absence caused by death in the immediate family of such employee.
- B.** Sick leave pay shall be granted to all employees covered in the attached Schedules. If such employee requires none or only a portion of such allowable sick leave for any calendar year,

the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.

- C. Accumulated sick leave shall be determined and calculated from the date of employment.
- D. If an employee is absent for reasons that entitled him to sick leave, the Library Director shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who is absent on sick leave for five (5) or more consecutive working days, upon request by the Board shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment, if requested by the Board. The Board may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Board, by a physician designated by the Board. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
- E. In the event an employee covered by this Agreement takes a sick leave day the day before or the day after a paid holiday, the employee shall provide documentation by way of letter or other evidence substantiating the illness to the Library Director upon the employee's return to work. Failure to comply with this Paragraph shall result in the employee suffering loss of pay for both the sick day and the holiday.
- F. **Compassion Clause**
The employees recognize their options to seek compassion time (the continued payment of normal salary and benefits for a employee experiencing a catastrophic illness) from the Borough of Lodi. It is recognized that this has been granted on a case by case basis by the Borough.

ARTICLE IX BENEFITS FOR UNUSED SICK TIME

- A. July 1, 1995, will become a point of reference for the value of and amount of accumulated sick days each employee has.
- B. After an additional thirty (30) days of accumulated sick time is accrued above the number established in section A, then the employee may sell up to five (5) days sick leave (at the value on the date of sale) above the thirty days. For each year thereafter that an employee maintains an accumulated number of days greater than thirty above the established number he/she may sell up to five (5) of such days each year.

For example:

- July 1, 1995 - employee has an established 100 days accumulated sick time.
- January 1, 1996 - 15 additional days added to sick leave.
- December 31, 1996 - employee used three (3) sick days in 1996 and has a new balance of 112 days ($100 + 15 - 3 = 112$).
- January 1, 1997 - 15 additional days added to sick leave for a total of 127 days ($112 + 15 = 127$).
- December 31, 1997 - employee used four (4) days in 1997 and has a new balance of 123 days ($127 - 4 = 123$).
- January 1, 1998 - 15 additional days added to sick leave for a total of 138 days ($123 + 15 = 138$).
- January 2, 1998 - employee may elect to sell up to five (5) sick days or whatever number he/she has accumulated above his/her original 100 days plus thirty (30) days whichever is less. For this example the employee has 138 days and may choose to sell five (5) of them for a remaining 133 days ($138 - 5 = 133$).

The employee may have the monies paid for sold sick days as lump sum taxable salary only.

Employees hired after the established date in 'A' above will use their date of hire as the bench mark for accumulating sick days greater than thirty (30) to sell as described herein.

- C. In the event an employee retires with twenty-five (25) years or more service prior to the ten (10) year period of buy back, the difference not paid will be paid in lump sum payment upon said employee's retirement to the deferred compensation plan or to the employee, whichever the employee chooses. The difference shall not exceed fifteen thousand dollars (\$15,000.00) less the amount already placed in the deferred compensation program for the same.

Upon retiring, the Employer shall pay all monies due the Employee including pro rated vacation pay and sick pay (up to 60-days) provided sufficient notice is given to the Employer. In the event of death of Employee, said monies shall be payable to his/her estate.

ARTICLE X WORK-RELATED INJURIES OR SICKNESS

The Employer shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Employer, which injury or illness prevents the employee from performing his or her duties, provided the employee assigns and pays over to the Employer any payments made to him or her for temporary disability under the Workmen's Compensation Laws of the State of New Jersey.

Such reimbursement to the Employer shall be accomplished when the employee furnishes a photocopy of payment to said employee at which time an adjusted paycheck will be issued on the next payday. Upon receipt of payment by the employee of Workers Compensation benefits, the employee shall furnish the library director with a copy of said payment. Upon receipt of proof of

payment from Workers Compensation to the employee, the library director will adjust said employee's next paycheck. Failure of an employee to furnish a photocopy of the Worker's Compensation check may result in disciplinary action.

ARTICLE XI PERSONAL DAYS

- A. In addition to any other leaves of absence set forth herein, all employees shall receive five (5) paid days leave of absence annually for personal business. Personal leave days may not be accrued or accumulated. Except in those cases of emergency, the employee using a personal day must notify the Library Director sufficiently in advance to allow the Director to provide coverage for the absence of said employee.

Personal days will be reduced to a total of three (3) days per year beginning January 1, 2010.

- B. No more than one (1) employee shall be entitled to utilize a personal day on any given day without the prior approval of the Library Director.
- C. Personal days shall not be taken the day before or the day after a holiday without the prior approval of the Library Director.

ARTICLE XII SALARIES AND COMPENSATION

- A. Effective July 1, 2008, the base salary shall increase by four percent (4%).
- B. Effective July 1, 2009, the base salary shall increase by four percent (4%).
- C. Retroactive payments will be made on or before December 4, 2009.
- D. The Employee shall be paid on every other Thursday no later than three (3:00 p.m.) o'clock and cashable on a day the library and banks are open.
- E. The new start salary shall be the Entry Level of the existing guide. (See Schedule A)
- F. New hires as of July 1, 2001, shall be placed in the rate established in Entry Level and there will no longer be a guide for new hires.
- G. All employees currently on guide as of July 1, 2005, shall be paid at Maximum.
- F. Pages shall not receive the raises set forth in this Article, but shall receive increases as provided in Article XIX.
- G. Part-Time Entry
New part-time employees hired after July 1, 2009, will begin at an hourly rate according to the attached Schedule "A".

- H. If any employee submits his/her retirement request - a lump sum payment will be made in the amount due - not to exceed \$9,000.00 less any payments already made upon retirement. All retro-active monies are guaranteed.

**ARTICLE XIII
LONGEVITY**

- A. Employees employed by the Employer prior to July 1, 2001 shall receive longevity based on the following schedule:

0 through 3 years	0%
4 years through 7 years	2%
8 years through 11 years	4%
12 years through 15 years	6%
16 years through 19 years	8%
20 years through 23 years	10%
24 years and thereafter	12%

- B. The longevity payment will be computed on the amount of base salary of the employee at the time he or she becomes eligible for a longevity payment.
- C. Effective July 1, 2001, all employees shall be frozen at their current longevity rates and will continue to earn that rate for the term of their employment. (See Schedule B).
- D. Longevity payments shall be added to the employees salary and shall be paid in accordance with the same procedure as for salaries.
- E. All Employees hired after December 31, 1997, shall be entitled to the below longevity plan:

Four (4) years Employment as of:

June 30, 2006 -	\$350.00
June 30, 2007 -	\$500.00

**ARTICLE XIV
PAYROLL DEDUCTIONS**

- A. Payroll deductions from employees' salaries for dues to the union shall be made by the Employer upon submission by the Union to the Employer of notification by the employee authorizing the Board to deduct the dues from his or her pay and to forward same to the Union.
- B. Payroll deductions from employees' salaries for payment for the purpose of IRA accounts and life insurance policies may be made for individual purposes.
- C. Payroll deductions from employees' salaries for the Central Bergen Federal Credit Union may be made for individual purposes.

- D. Effective July 1, 1995 the employer agrees to enter and allow employees to participate in the Borough of Lodi's 457 Deferred Compensation Plan. Employees' contribution into the plan will be voluntary.
- E. For all employees within the unit who have not signed Union membership application cards, the Library shall deduct as a representation fee, an amount equal to eighty-five percent (85%) of the regular Union membership dues from the employees' salary and shall forward all dues and representation fees to the Union at regular intervals on a bi-weekly basis. The dues and representation fees shall be certified on an annual basis by the Union in writing to the Library Director.

The Union agrees that it will indemnify and save harmless the Library against any and all actions, claims, losses, or expenses including reasonable attorney fees in any matter resulting from action taken by the Library at the request of the Union under this Article.

ARTICLE XV SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI BEREAVEMENT LEAVE

The Employer agrees to grant an employee a bereavement leave with full pay when a death occurs in an employee's immediate family. The employee's immediate family is considered to include spouse, children, brothers, sisters, parents, grandparents, parent-in-law of employee, brother-in-law, sister-in-law, aunt and uncle and step-family members. For all others, only the day of the funeral shall be granted.

Bereavement leave with pay shall not exceed four (4) working days, and the Employer may require submission of proof from said employee.

ARTICLE XVII LEAVE OF ABSENCE

- A. All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period of six (6) months. The governing body shall consider each request on its merits and without establishing a precedent. The Employer will not unreasonably deny any employee's request for a leave of absence. Such leave may be for personal illness, disability, maternity, or other reasons deemed proper and approved by Employer. Employee is not required to use his or her sick days or vacation days at this time. Employer will continue all health and insurance benefits, and all leaves will be in accordance with the New Jersey State Department of Personnel Rules and Regulations.

This leave is subject to renewal for reasons of personal illness, disability, maternity or other reasons deemed proper and approved by the Employer. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and seniority shall be retained.

B. Union Leave

effective on July 1, 2005, members of the Union who are designated by the Union to attend any meetings or educational conference or conventions of the Union, or other bodies of which the Union is affiliated shall be granted necessary time off without loss of pay, provided that notification is given to the Director in writing by the Union at least two (2) weeks in advance and provided that such requests are not in excess of five (5) working days per year for all members combined. Such leave time shall not be accrued. Requests for such leave shall be submitted by the Union President or Business Manager to the Director, who shall respond to the request in writing five (5) working days of receipt.

**ARTICLE XVIII
DISABILITY**

The Employer shall make available to all employees disability insurance through the State of New Jersey, Department of Labor, Division of Employment Security Revenue. Employees recognize their share of this insurance as a payroll deduction.

**ARTICLE XIX
PAGES**

A. Effective upon signing, the title "Page" shall be included in the bargaining unit.

B. The rate of pay for Pages shall be as follows:

Non-experienced:

Federal or state minimum, (whichever is higher) plus twenty-five cents (25¢) per hour increase on their anniversary date for every year thereafter that they are employed as a page by the Library.

Experienced:

Seven dollars (\$7.00) plus twenty-five cents (25¢) per hour increase on their anniversary date for every year thereafter that they are employed as a Page by the Library.

C. Pages shall NOT be entitled "personal days."

D. Pages shall be granted holiday pay for scheduled work days only.

E. Vacation and sick leave shall be pro-rated based upon the contract terms and the employee's work hours.

**ARTICLE XX
MILEAGE REIMBURSEMENT**

- A. Employees will be entitled to reimbursement for travel mileage expenses and toll expenses from the employer beginning July 1, 2001. Employees must request such reimbursement in writing and must verify the number of miles traveled and provide toll receipts to the employer.
- B. Mileage shall be calculated from Lodi Memorial Library to the point of destination and the point of destination and the Lodi Memorial Library.
- C. Reimbursement for travel shall be at the Internal Revenue Service allowed rate.

**ARTICLE XXI
HEALTH AND SAFETY**

The Employer recognizes the importance of safety in the work place for the protection of the health and life of the Employees, and the Employer will make every effort to maintain such conditions conducive to the health and safety of the Employees.

A safety committee, including two (2) representatives of the Union in the employ of the Employer, will meet with the Director of the Library and one Board Member. These meetings will take place on the second Monday of the following months: March, June, September and December. The purpose of these meetings will be to insure all safety regulations are in compliance.

Whenever a safety regulation is found to be in violation, the Employer shall take every effort to correct the same.

**ARTICLE XXII
TUITION REIMBURSEMENT**

The Library Board shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited or approved institution of learning provided:

- A. The course is directly job related and has received the prior approval of the Director, which approval shall not be unreasonably withheld. Such reimbursement shall not include matriculated courses.
- B. The employee has successfully complete the course and proof thereof has been furnished to the Library Director.

**ARTICLE XXIII
TERM**

This Agreement shall become effective July 1, 2008, and shall remain in full force and effect until June 30, 2010, or until a successor Agreement is negotiated between the parties, whichever is later.

This Agreement is subject to ratification and approval by the members of UPSEU and the Library Board of the Borough of Lodi

LIBRARY BOARD OF THE
BOROUGH OF LODI

BY: *Sandra Washel*
Library Board, President

UNITED PUBLIC SERVICE
EMPLOYEES UNION (UPSEU)

BY: *[Signature]*
Kevin E. Boyle, Jr., President

BY: *[Signature]*
Lodi Memorial Library
Union Representative

SCHEDULE "A"

Fiscal Year 2009 - July 1, 2008 to June 30, 2009 (increase maximum 4%)

TITLE	Entry*	Max+
Clerk	\$32,000	\$45,564
Library Ass't	\$35,000	\$51,490
Sr. Library Ass't	\$38,000	\$54,901
Sr. Account Clerk	\$38,000	\$52,584
Librarian	\$43,500	\$60,952
Sr. Librarian	\$47,300	\$65,134

Fiscal Year 2010 - July 1, 2009 to June 30, 2010 (Increase Maximum only by 4%)

TITLE	F.T. Entry*	P.T. ENTRY hourly rate	Max+
Clerk	\$32,000	\$10.13	\$47,387
Library Ass't	\$35,000	\$14.35	\$53,550
Sr. Library Ass't	\$38,000	\$15.60	\$57,097
Sr. Account Clerk	\$38,000	\$15.60	\$54,687
Librarian	\$43,500	\$17.84	\$63,390
Sr. Librarian	\$47,300	\$19.40	\$67,739

NOTE: * for all hires after July 1, 2009
 + for all hires prior to July 1, 2009

SCHEDULE B

Employees with frozen longevity rates as of July 1, 2001:

Leanna Barbieri-Giaimo	12%
Virginia Cangialosi	8%
Barbara Frank	6%
Katherine Perrelli	6%
Rosemary Belli	4%
Ann Plaisted	6%
DiAnne Curry	2%
Patricia Noreika	2%

ADDENDUM

June 30, 1995

The following statements are understood by NJELU #1, SEIU 1988, the Library Board of the Borough of Lodi and the Mayor or the Borough of Lodi to be agreed upon:

1. The employer agrees that on or about August 1, 1995 a daily cleaning service will maintain the workplace.
2. The Employer agrees to arrange for increased security by working with the Borough Police Department for increased patrols and to control student/school use of the workplace by working with the schools.

By: Executed by Vice-President
of Library Board of Trustees

By: Executed by Union Representative
NJELU #1, SEIU 1988

AGREED TO BY:

United Public Service Employees Union

James Gangale
Regional Director
