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AGREEMENT

between

THE PASSAIC FREE PUBLIC LIBRARY

and

NEW JERSEY EMPLOYEES LABOR UNION LOCAL NO.1

JULY 1, 2000 through JUNE 30, 2004

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PREAMBLE

This Agreement entered into this 22nd day of January 2002, by and between the Passaic Free Public Library in the State of New Jersey, (hereinafter referred to as the "Library" or the "Employer") and New Jersey Employees Labor Union Local No.1 (hereinafter referred to as "the Union") constitutes a collective bargaining agreement ("CBA") between the parties and thereby contains all matters of interest to either party. No matter not expressly set forth herein shall be covered by this Agreement and both parties hereto expressly waive any reliance upon past practice regarding any matter whatsoever unless such matter is set forth herein with reference thereto.

ARTICLE I
RECOGNITION

Section A. The Library hereby recognizes New Jersey Employees Union Local No. 1 as the exclusive representative for collective negotiations and the administration of the terms and conditions of employment for the full-time employees of the Library, excluding managerial, supervisory and confidential employees as set forth in Paragraph C hereof, and for all part-time employees except pages.

Section B. Unless otherwise indicated, the term "Employee" when used in this agreement refers to all persons represented by the Union in the above-defined negotiation unit.

Section C. The following managerial, supervisory and confidential employees have previously been and continue to be excluded from the bargaining unit:

- Library Director
- Assistant Library Director
- Secretary to the Director
- Senior Account Clerk
- *Principal Librarian

Section D. The following titles, approved by the New Jersey Department of Personnel, are included in the Library Table of Organization:

- Library Director
- Assistant Library Director
- Senior Librarian
- Librarian
- Supervising Library Assistant
- Principal Library Assistant
- Senior Library Assistant
- Library Assistant
- Building Maintenance Worker Foreman
- Building Maintenance Worker
- Security Guard
- Library Pages
- Senior Account Clerk

*Effective July 1, 2000, the Title of Principal Librarian is no longer in the unit.

Section E. The Board may, from time to time, add or delete titles from the active list, subject to the New Jersey Department of Personnel guidelines, by a majority vote of the members present and voting.

Section F. Persons who have served on the staff of the Passaic Public Library in the title of Library Assistant continuously for three years full-or part-time may be considered

for recommendation for promotion to the title of Senior Library Assistant subject to satisfactory performance evaluation, the recommendation of the Library Director, the approval of the Board Personnel Chairman and concurrence of the full Board.

Section G. Persons who have served in the title of Senior Library Assistant continuously for fifteen years full-or part-time may be considered for recommendation for promotion to the title of Principal Library Assistant subject to the conditions and procedures outlined above.

ARTICLE II
VISITATION

Section A. The duly authorized officers and/or business representatives of the Union shall be permitted on the Library premises during business hours for the purpose of adjusting complaints and ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the Library's business. The Library, if it so chooses, shall have one of its representative accompany the business representative while on the premises.

Section B. Prior to the time of entering the Library's premises, the business representative shall secure prior authorization from a representative designated by the Library. The business representative shall conduct him/herself properly while on the Library premises.

ARTICLE III

STEWARDS/GRIEVANCE COMMITTEEMEN

Section A. The Library recognizes the right of the Union to designate a reasonable number of stewards and alternates and grievance committeemen to represent the Union and the employees covered by this Agreement. The Union shall furnish the Library with the names of the stewards and the alternates and the grievance committeeman and will notify the Library of any changes.

Section B. The authority of the stewards or alternates and grievance committeeman so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances shall be in accordance with the provisions of this agreement. If both parties agree that it is necessary for stewards or grievance committeemen to perform any of such duties during his/her working time, the steward or grievance committeeman shall be released from work by his/her superior as soon as convenient to the Library and only to the extent necessary to make his/her investigation and for conferring with the Library's representative.

2. The transmission to Library's representative of messages and information which shall originate with and are authorized by the Union or its officers.

3. Otherwise the steward or grievance committeeman shall be required to perform his/her duties in the same manner and to the same extent as other employees.

Section C. Any settlement of a question by the steward or grievance committeeman and the supervisor of an employee involved in a dispute shall be reviewable by the Library and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

Section A. It is recognized that from time to time problems may arise on the job. An initial effort to settle such differences informally should be made between the employee and his/her supervisor. Failing this, the employee may initiate the formal grievance procedure outlined below.

Section B. Each employee should be aware that availing himself/herself of this procedure is an inherent right and shall in no way subject the employee to retribution or in any way affect employee's relationship with his/her supervisor or with the Library system.

STEP ONE:

Within fourteen (14) calendar days of the event complained of, the employee, if unable to resolve the matter informally, shall present his/her grievance in writing to his/her immediate supervisor. Such supervisor may question other employees or discuss the matter with other supervisors but shall, in every case, render his/her decision in writing to the employee within eight (8) calendar days of receiving the grievance.

STEP TWO:

If the matter is not resolved at Step One, employee has eight (8) calendar days to submit an appeal in writing to the Library Director. This appeal shall set forth the issue, the remedial action sought and a copy of the original grievance and the supervisor's decision.

The Director shall confer with the employee, the supervisor and any others who may be able to assist in resolving the matter. Within fourteen (14) calendar days following the receipt of the appeal, the Director shall issue his/her decision in writing to the employee except that should the Director be unable, through no fault of his/her own to interview all involved parties, he/she shall be granted an additional eight (8) calendar days to render his/her decision, provided the grievant has been so notified within the original fourteen-day period.

STEP THREE:

If the matter is not resolved at Step Two, the grievant may submit a request, through the Director, to the Personnel Committee of the Board of Trustees for a hearing, which shall take place within fifteen (15) calendar days of the request being received by the Personnel Chairman.

At the hearing, the Committee shall review all documents in the matter, hear the grievant, the supervisor, the Director and any other such persons as the parties or the committee may request. Following the hearing, the committee shall make a recommendation to

the Board of Trustees which shall act on the same as its next regularly scheduled public meeting.

a. All time elements established above shall be strictly enforced and failure of the grievant to act within the stated time shall be construed as an abandonment of the grievance. Failure of the supervisor or Director to act within the appointed time shall constitute a waiver of that individual's right to render a decision in the matter and the grievance shall advance to the next step.

STEP FOUR ARBITRATION:

If the decision of the Committee after Step Three is not satisfactory to the Union, the Union shall have the right to submit the unresolved issue to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission. The arbitrator shall have full power to hear the issue; however, the final decision shall not be binding upon the parties.

a. If the Union elects to proceed to arbitration, the union must file for arbitration with PERC within fourteen (14) calendar days of the disposition by the Board of Trustees or the expiration of time for disposition at Step Three or the grievance shall be deemed waived and/or abandoned;

b. It is the intent of the parties that no matter in dispute that is subject to the jurisdiction of the New Jersey Department of Personnel may be submitted to Arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to the jurisdiction of the New Jersey Department of Personnel;

c. The arbitrator shall not modify, add to or subtract from the terms of the Agreement. The decision shall be rendered within thirty (30) calendar days after completion of the hearing and shall be non-binding on both parties. The cost of the Arbitrator and his/her expense shall be borne by the loser.

d. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto;

e. The parties agree that only one issue shall be placed before one arbitrator at any time. An arbitrator will be permitted to hear multiple issues only upon the mutual agreement of the parties.

ARTICLE V
MANAGEMENT RIGHTS

Section A. The Library hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Library and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time may be determined by the Library.

2. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to contract out for good or services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Library and, after advance notice thereof to the employees, to require compliance by the employees is recognized.

4. To hire all employees and, subject the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer all employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of a lack of work or funds or other conditions where continuation of such work would be inefficient and nonproductive or for other legitimate reasons.

7. The Library reserves the right to lay off with regard to all other conditions where continuation of such work would be inefficient or nonproductive or for other legitimate reasons.

8. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the adoption of policies, rules, regulations and practices and the furtherance thereof, use of judgment, discretion in connection therewith, shall be limited only to the specific express terms of this Agreement,

and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

Section B. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibility, and authority under any national, state or local laws or regulations.

Section C. Disagreements arising from this Article shall be subject to the grievance procedure.

ARTICLE VI
WORK WEEK and WORK HOURS

Section A. The workweek for full-time Library employees covered by the bargaining unit is thirty five (35) hours.

Section B. From time to time, it may be necessary for employees to work overtime. Overtime is defined as time worked in excess of forty (40) hours per week.

Section C. Each employee is required to complete a time sheet on a daily basis and to submit the same to his/her supervisor at the time established for each pay period. Time sheets must truly reflect hours worked or reasons for not working (sick, vacation, etc.) through the date of submission. All overtime must be indicated.

Section D. Any employee on approved leave will not be credited time in his/her leave bank, if the library is closed due to inclement weather. Inclement weather shall generally be interpreted as, but not limited to three inches (3") of snow.

ARTICLE VII
SALARIES

Section A. There will be a three (3%) per cent across the board annual salary or wage increase as applicable and as reflected by the attached salary guides for those employees who are employed on the execution date of this Agreement as below:

Effective July 1, 2000 - 3%
Effective July 1, 2001 - 3%
Effective July 1, 2002 - 3%
Effective July 1, 2003 - 3%

Each employee will receive a 3% increase by either a step on a salary guide or added to the current base salary but not both. In no instance will an employee receive an annual salary increase plus a step increase. Grandfather provision: In an effort to reconcile the changeover in the salary guide from the previous CBA, an adjustment has been provided for Library Assistant Cepeda, Senior Library Assistant Ventura and Librarian Furtak.

Section B. The purpose of establishing salary guides and salary ranges is to insure equal treatment of all employees in similar titles and positions. It is the intent and purpose of the parties to see that each and every covered employee is on the proper grade step and that there are no deviations therefrom.

Section C. Each employee (including new employees) shall receive his/her annual salary increment or salary increase effective July 1 of each year, unless negotiated otherwise.

Section D. The Board, as the appointed authority, reserves the right to take into consideration education and experience and may place a newly-employed or newly promoted employee on any step of the guide, provided that the reason for the action shall be embodied in the resolution of appointment.

Section E. In the case of promotion, the employee promoted shall be placed on the step of the salary guide of the new title which step is at least \$400 higher than the rate at which the employee was compensated prior to the promotion.

Section F. New hires shall not earn a wage greater than the lowest paid employee in that title with similar education and experience as determined by the Board as of the hiree's date of employment.

Section G. The Board reaffirms its right to establish the salary ranges for all positions within its Table or Organization (Article I. Section D), except that in any case where there may be

one or more employees serving in a particular title, the range for such title may not be reduced without agreement reached through collective bargaining negotiations with the Union.

Section H. The Board further affirms that contractual increases shall be subject to collective bargaining negotiations with the Union.

Section I. Salary payments shall be made to employees every two weeks (26 pays per year) beginning with the first Friday in January whose date shall fall between the 11th and the 17th inclusive and the last pay shall be on the 31st of December or the last previous working day of the year.

Section J. The Library will implement direct deposit for all employees as soon as practicable.

ARTICLE VIII
WORKING IN A HIGHER TITLE

In the event an employee is assigned temporarily to a higher title and a higher paying position which position at that time is occupied, such employee will be paid 75 percent of the difference between his/her base salary and the base salary for the higher paying position. In the event any employee is assigned temporarily to a higher title and a higher paying position which position at that time is not occupied, such employee will be paid the full difference between his/her base salary and the base salary for the higher paying position. An employee shall be entitled to such differential at any time that he/she works in the higher title for all or part of forty-five consecutive days, and such differential shall be retroactive to the first of such days.

ARTICLE IX
TEMPORARY LEAVE WITH PAY

Section A. Personal Leave

All full-time employees and part-time employees working 30 or more hours per week shall be entitled to three (3) personal days per year,, which days may be taken at the mutual convenience of the employee and the Library system. Employees are expected to arrange for such personal days in advance so that adequate coverage may be provided in the Library. The employee is not required to state why he/she requires a personal day, and permission to take such days shall be granted unless such granting would create an unacceptable shortage of personnel to service Library patrons. Personal days are not intended to be added to vacation time to extend such leave.

Section B. Bereavement leave

In the event of a death in the immediate family of an employee, the employee shall be entitled to up to four (4) days leave with pay. Immediate family is defined to mean a parent, grandparent, spouse, child, sibling, parent-in-law or any other relative in residence with the employee at the time of said relative's demise.

Section C. Jury Duty

An employee called for jury service shall receive full pay during such service, subject to the employee endorsing to the Library the check he/she receives from the County for such jury service. If the employee called for jury services is placed "on call" and not required to report or to remain at the courthouse, such employee shall report to the Library during his/her normal working hours and shall work as usual subject to call to appear at the courthouse.

Section D. Seminars and Conventions

1. Subject to prior approval by the Library Director, the Library agrees to allow temporary leave with pay to employees for the purpose of attending seminars and conventions. The decision of the Director shall be final and shall not be subject to the grievance procedure.

2. Staff who attend library-related meetings under Board authorization shall be reimbursed accordingly to the following schedule:

Use of personal car	.28 cents per mile
Breakfast	Up to \$6.00 plus gratuity
Lunch	Up to \$10.00 plus gratuity
Dinner	Up to \$25.00 plus gratuity

Where an overnight stay or stays are involved, mid-price accommodations are to be selected.

Where transportation is by other than personal car, coach accommodations are to be selected.

Cost of registration or other participation will be paid in full by the Library.

Personnel who attend such meetings are to provide to the Library within thirty (30) days thereafter a written report on the meetings attended.

ARTICLE X
LONGEVITY

As applicable, longevity has been rolled into the employee's base pay.

ARTICLE XI
INSURANCE

Section A. The employer shall provide and pay all premium costs for all eligible employees for medical, hospitalization, and major medical insurance and maintain all coverages and benefits as provided by the City of Passaic.

Section B. The Employer shall provide and pay all premium costs for all eligible employees for a dental insurance plan and maintain all overages and benefits as provided by the Library on July 1, 1997.

Section C. The Employer shall provide and pay all premium costs for all eligible employees for vision care insurance plan (i.e. eyeglasses and examinations) and maintain all overages and benefits as provided by the Library on July 1, 1997.

Section D. The Employer shall provide and pay all premium costs for all eligible employees for a prescription insurance plan and maintain all overages and benefits as provided by the City of Passaic.

Section E. If during the term of this contract, the City of Passaic unilaterally implements or negotiates a disability insurance plan with other City employees, then the Board shall either seek to enroll all library employees in such plan with the same benefits as other City employees, or other negotiate said plan with the majority representative.

Section F. In the event the Employer unilaterally changes the dental or vision plan provider or administrator, the proposed plan and the administration of the plan must provide benefits, coverage, and administration which are equal to or better than those already in effect. The Employer must provide the majority representative copies of the final plan documents for both the current and proposed plan or administrator not fewer than thirty (30) days prior to any unilateral change.

ARTICLE XII
OVERTIME

Section A. 1. Overtime is defined as time worked in excess of forty (40) hours in any work week.

2. Part-time employees or branch employees whose normal working time comprises fewer than forty (40) hours shall be paid at their regular hourly wage or salary, respectively, unless extra time worked exceeded forty (40) hours in which case employees shall be credited with compensatory time or paid according to the provisions outlined hereafter.

Section B. Overtime should be worked only at the request of or with the permission of the employee's immediate supervisor. Overtime shall be compensated at one and one-half (1.5) times employee's normal hourly rate for each hour worked. Said overtime can be taken as compensatory time at the employee's discretion and may be used by the employee at any time subject to the requirements of the Library system. Approval to use compensatory time shall be secured in advance and shall be granted unless such granting would create an unacceptable shortage of personnel to service Library patrons.

Section C. No employee shall accrue compensatory time in excess of 70 hours. Should an employee reach 70 hours of accrued and unused compensatory time, he/she will be asked to use some of the time to reduce the banked amount. Should additional overtime be required before the banked amount is reduced, the employee is to be paid at one and one-half (1.5) times his/her normal hourly rate for each hour worked.

Section D. Where overtime is required. Library supervision will, to the extent possible, seek to provide equal opportunity for all employees to work if they so desire, and overtime work requests will be made on a rotating basis to ensure this result.

Section E. Compensatory Time Every effort will be made to grant Compensatory Leave within six (6) months of the time the overtime hours were worked. In any event compensatory time may not be carried over to the next calendar year.

Section F. An employee with accrued and unused compensatory time banked at the time of his/her retirement may request payment in cash for all or part of the time in lieu of taking leave.

Section G. Should the Board determine to close the Library due to inclement weather, but require the maintenance personnel to report to work, those employees shall be paid at one and one-half (1.5) times their regular rate of compensation.

ARTICLE XIII
VACATIONS

Section A. All employees who were on staff prior to January 1, 1997, have earned and shall retain twenty-four (24) vacation days per year.

Section B. All employees hired after January 1, 1997, shall earn vacation leave as follows:

Year 1 (Year of hire)	One day per month up to ten (10) days
Year 2 (First full calendar year)	10 days
Year 3 and 4	10 days
Years 5 through 10	15 days
Years 11 and thereafter	20 days

Exception: Effective January 1, 2002, the Librarian Furtak will be grandfathered to receive thirteen (13) vacation days; and effective January 1, 2003 she will receive seventeen (17) vacation days.

Effective January 1, 2002, the Library Assistant hired in 1999 (Cepeda) will be "grandfathered" to receive 13 vacation days until year five.

Employees hired on or after October 1 of any year may use not more than one-half of their vacation time allotment prior to May 1 of their first full calendar year of employment.

Section C. Permanent employees receive credit for their annual vacation allotment on the first day of each year. Provisional employees, even after the first year of employment, continue to earn vacation on a monthly basis and may not utilize unearned vacation time.

Section D. Part-time employees earn vacation time as above, except prorated to reflect the number of hours worked per week. Part-time employees who become full-time employees will receive credit for prior service in calculating vacation time due to their new status.

Section E. Vacation leave may be carried forward for a maximum of one year. Vacation time not used within the prescribed period may be lost, except if vacation leave was denied by the Board for business purposes. No payment shall be made in lieu of vacation leave.

Section F. An employee who leaves the Library service shall be compensated for all unused vacation days at his/her current rate of pay, except that employees with fewer than six (6) months of service or employees who are discharged for cause shall not receive compensation for unused vacation time.

Section G. For those employees with 24 or more vacation leave days, vacation leave must be utilized in increments of at least four (4) days with the exception that up to ten (10) days may be utilized in lesser increments depending upon Library staffing needs.

Section H. All employees desirous of vacation leave must notify the Director of their request(s) on or before March 1 of each year. In the event of a duplication in vacation schedule requests, the Library shall render a determination by seniority.

ARTICLE XIV
HOLIDAYS

Section A. Effective January 1, 2001 Library employees shall be entitled annually to the following paid holidays on which the Library will be closed:

HOLIDAYS

New Years Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve
Labor Day	New Year's Eve

Section B. Additionally, Library employees hired prior to July 1, 1997, shall receive the six floating holidays during the year. The floating holidays shall be MLK Birthday, Lincoln's Birthday, Presidents Day, Columbus Day, Election Day, Veterans Day.

Section C. Those employees hired after July 1, 1997, shall not receive the six floating holidays and shall be entitled only to those holidays set forth in Section A of this Article.

Section D. MLK Birthday and Presidents Day (which were not regular holidays in the contract covering the year 2000-2001 of this Agreement) have already been taken by the employees. Rather than require employees to work the Day After Thanksgiving and New Year's Eve or Christmas Eve, employees will utilize a vacation and/or personal day (s) for MLK Birthday and Presidents Day.

Section E. When any holiday above cited shall fall on a Sunday, it shall be observed on the following day (Monday), unless the President of the United States or the Governor of the State of New Jersey should decree otherwise.

Section E. Effective January 1, 2001:

1. The Library will be closed during Christmas week. For those employees who are entitled to six (6) annual floating holidays, three (3) floating holidays will be taken during Christmas week in lieu of the day upon which said floating holidays fall;

2. For those employees who are not entitled to six (6) annual floating holidays per year, those employees will take three (3) vacation days during Christmas week;

3. The Library reserves the right to assign one (1) or more of the custodial employees to work during Christmas week. In such event, those employees may select other leave time in at least three (3) day increments in concert with Library staffing needs.

Section F. Part time employees will only be paid for holidays for which they are scheduled to work.

ARTICLE XV
SICK LEAVE

Section A. Each provisional full-time employee shall be entitled to 1.25 sick days for each month worked. Permanent full-time employees earn sick days at the rate of 1.25 days per month worked during the first year of their employment and at the rate of 15 days per year thereafter. The latter credited as of January 1 of each year.

Section B. Permanent part-time employees with at least one year of service shall be eligible for a proportionate amount of sick time, based on hours worked per week, such days to be credited as of January 1 of each year.

Section C. Sick time is intended for use when an employee is ill or when a family member is ill and the employee is required to care for same. Use of sick time for any other purpose is not permitted and shall subject the employee to disciplinary action which may include termination.

Section D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year and be used if and when needed for such purpose.

Section E. At any time in which an employee is absent due to illness for more than three (3) days or on three (3) or more days within a 21-day period (separate absences), the Library may require a physician's certificate before permitting the employee to return to work or, in the alternative, may require the employee to be examined by the City Physician.

Section F. At any time when an employee has eight (8) or more separate instances of absence due to illness within a twelve (12) month period, the Board may thereafter require certification by the employee's physician verifying the illness (except that in the case of chronic or recurring illness causing recurring absences of one day or less, only one submission of proof shall be required in any six-month period).

Section G. The Board may require proof of illness where an employee is on extended sick leave whenever such requirement appears reasonable. In cases where the employee is absent due to contagious illness or exposure to the same, a certification from the Board of Health shall be submitted.

Section H. In cases where an employee has been absent due to personal illness, the Board may as condition of the employee's return to duty, require that the employee be examined, by the City Physician or another physician or physicians of the Board's choice and at the Board's expense. Such examination shall establish

whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

Section I. An employee who reports to work and becomes ill and leaves work will be compensated for the hours worked.

Section J. An employee absent due to illness who has exhausted all accrued sick time may continue to receive compensation if such employee has available vacation time or personal leave time, until such vacation or personal leave time shall also be exhausted.

Section K. Employees who have accrued and unused sick time at the time of retirement shall receive compensation for the total leave time accrued at the rate of one-half (1/2) employee's compensation at time of retirement, provided, however, that no such payment shall exceed a maximum of \$5,000.00. Payment of such supplemental compensation shall be made in three equal installments with the first to be paid on December 31 of the year in which the employee retires and the remaining installments to be paid on October 1 of each succeeding year.

Section L. In the case of an employee who dies while employed by the Library system, or who shall die after retirement but before receiving the full amount of supplemental compensation due and owing, a lump sum payment equal to the total amount of such supplemental compensation due and owing shall be paid to the employee's/retiree's spouse or to the estate of the employee/retiree.

Section M. No payment made hereunder shall in any way affect, increase or decrease any pension or retirement benefits due to the employee.

ARTICLE XVI
UNIFORM ALLOWANCE

Effective July 1, 2002, uniform allowance for custodial employees shall be \$100.00 for work shoes.

ARTICLE XVII
TRAVEL ALLOWANCE

Section A. Employees who are required to use their own vehicles in pursuit of Library business shall be reimbursed at the rate of twenty-eight cents (\$0.28) per mile.

Section B. Employees who attend Library-related meetings under Board authorization shall be reimbursed according to the following schedule:

Use of personal car	.28 cents per mile
Breakfast	Up to \$6.00 plus gratuity
Lunch	Up to \$10.00 plus gratuity
Dinner	Up to \$25.00 plus gratuity

Section C. Where an overnight stay or stays are involved, mid-price accommodations are to be selected, unless otherwise authorized in writing by the Employer.

Section D. Where transportation is buy other than personal car, coach accommodations are to be selected, unless otherwise authorized in writing by the Employer.

ARTICLE XVIII
MISCELLANEOUS

Section A. All permanent part-time employees who work on a year-round basis a schedule of at least nineteen (19) hours per week are eligible for all time-off benefits enjoyed by full-time employees, except such benefits shall be prorated according to hours worked and provided that the employee shall first have completed twelve (12) months of service with the Library system.

Section B. No later than January 31 of each year, each employee shall receive notification of the following:

1. Number of accrued and unused sick days available at the end (December 31) of the preceding year.

2. Number of vacation days carried forward as of December 31 of the preceding year.

3. Number of hours of compensatory time accrued (at the rate of 1.5 times overtime hours worked) as of December 31 of the preceding year.

4. The salary guide step upon which the employee's current year compensation is based.

Section C. Compensatory and other accrued time will be utilized on a mandatory, planned, schedule via required coordination with the Library Director.

ARTICLE XIX
MAINTENANCE OF OPERATIONS

Section A. The Union hereby covenants and agrees that during the term of this Agreement neither it nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in, an strike, (i.e. the concerted failure to report for duty or willful absence of an employee from their position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work, stoppage, slowdown, walkout, or other illegal job action against the Library. The Union agrees that such action would constitute a material breach of this Agreement.

Section B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member may be deemed grounds for disciplinary action of such employee or employees.

Section C. The Union agrees that it will make reasonable efforts to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, or supporting any such activity by any other employees or group of employees of the Library or the City of Passaic, and the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and to take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

Section D. Nothing contained in this Agreement shall be construed to limit or restrict the Library in its right to seek and obtain such judicial relief as it may have been entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

Section E. The Library agrees that it will not engage in the lockout of any of its employees.

ARTICLE XX
TERMS OF THE AGREEMENT

Section A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

Section B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

Section C. The Library and the Union understand and agree that all provisions of this Agreement are subject to the laws of the State of New Jersey. In the event that any provision of this Agreement shall be rendered illegal or invalid under the applicable law or regulation, then the parties agree to reopen negotiations with regard to the impact of such invalid provision consistent with the law relating to negotiations as set forth in N.J.S.A.34:12a-1.1 et seq. however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be effected thereby.

Section D. No Waiver

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof.

ARTICLE XXI
DUES/AGENCY REPRESENTATION FEE

Section A. The Employer agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union to the Employer Treasurer who shall remit the same to the Union on a monthly basis.

Section B. Notwithstanding anything to the contrary Article, the Employer shall have no obligation to make dues deductions until and unless it received the signed authorization from the employee in accordance with the union authorization form. The Employer shall notify the Union designee of new employees no later than 14 days from, the date of hire.

Section C. The Employer shall deduct from the pay of all employees covered by this Agreement who are not members of the Union or who have not submitted to the Employer written notice authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted in accordance with N.J.S.A. 34:13A-5.5 et seq. in lieu of dues and shall forward the amount to the Union on a monthly basis. The Union shall provide the Employer with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.

Section D. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the Employer which arises out of any of the aforesaid deductions under the Article, provided that the claim does not arise out of the negligence of the Employer.

SIGNED and SEALED this 22nd day of January 2002, by the undersigned authorized representatives of the Library and Union.

FOR THE UNION:

By: Joan Cipero

Amelia Wilson

ATTEST:

Danika Bellas

FOR THE LIBRARY:

By: [Signature]

Kathleen Mollica
secretary

		July 1, 2000	July 1, 2001	July 1, 2002	July1 2003
LIBRARY ASSISTANT					
1.		12,740	12,740	12,740	12,740
2.		13,122	13,122	13,122	13,122
3.		13,516	13,516	13,516	13,516
4.		13,921	13,921	13,921	13,921
5.		14,339	14,339	14,339	14,339
6.		14,769	14,769	14,769	14,769
7.		15,212	15,212	15,212	15,212
8.		15,669	15,669	15,669	15,669
9.		16,139	16,139	16,139	16,139
10.		16,623	16,623	16,623	16,623
11.		17,121	17,121	17,121	17,121
12.		17,635	17,635	17,635	17,635
13.		18,164	18,164	18,164	18,164
14.		18,709	18,709	18,709	18,709
15.		19,270	19,270	19,270	19,270
16.		19,848	19,848	19,848	19,848
17.		20,444	20,444	20,444	20,444
18.		21,057	21,057	21,057	21,057
OFF THE GUIDE					
Cepeda		23,256	24,084	24,913	25,740
Rodriguez		26,175	26,961	27,760	28,593
Singer		26,893	27,700	28,531	29,387
Wilson		28,292	29,141	30,015	30,915
Ballou		28,593	29,451	30,334	31,244

		July 1, 2000	July 1, 2001	July 1, 2002	July 1 2003
SENIOR LIBRARY ASSISTANT					
1.		15,489	15,489	15,489	15,489
2.		16,253	16,253	16,253	16,253
3.		17,072	17,072	17,072	17,072
4.		17,927	17,927	17,927	17,927
5.		18,819	18,819	18,819	18,819
6.		19,765	19,765	19,765	19,765
7.		20,730	20,730	20,730	20,730
8.		21,785	21,785	21,785	21,785
9.		22,579	22,579	22,579	22,579
10.		23,256	23,256	23,256	23,256
11.		23,954	23,954	23,954	23,954
12.		24,673	24,673	24,673	24,673
13.		25,413	25,413	25,413	25,413
14.		26,175	26,175	26,175	26,175
15.		26,961	26,961	26,961	26,961
16.		27,769	27,769	27,769	27,769
17.		28,602	28,602	28,602	28,602
18.		29,460	29,460	29,460	29,460

		July 1, 2000	July 1, 2001	July 1, 2002	July 1 2003
OFF THE GUIDE					
SENIOR LIBRARY ASSISTANT					
Ventura		29,527	31,299	32,238	33,205
Cariou		34,600	35,638	36,707	37,808
Navarro		34,868	35,914	36,991	38,101
Tooley & Simon		36,611	37,710	38,841	40,006

		July 1, 2000	July 1, 2001	July 1, 2002	July 1, 2003
SENIOR LIBRARIAN					
1.		39,689	39,689	39,689	39,689
2.		40,389	40,389	40,389	40,389
3.		41,089	41,089	41,089	41,089
4.		41,789	41,789	41,789	41,789
5.		42,489	42,489	42,489	42,489
OFF THE GUIDE					
SENIOR LIBRARIAN J. Ellis		45,105	46,458	47,852	49,287
A. Sauer		46,393	47,785	49,219	50,695

BUILDING MAINTENANCE		July 1, 2000	July 1, 2001	July 1, 2002	July 1, 2003
Minimum		20,000	20,000	20,000	20,000
C. Rodriguez, Jr.		30,021	30,922	31,850	32,805
J. Cepero (maximum)		31,651	32,600	33,578	34,586
SENIOR MAINTENANCE WORKER					
Minimum		32,000	32,000	32,000	32,000
C. Rodriguez, Sr.		38,995	40,165	41,370	42,611