

AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF
THE FREE PUBLIC LIBRARY OF
THE BOROUGH OF TENAFLY
AND
THE TENAFLY LIBRARY EMPLOYEES
OF
NEW JERSEY EMPLOYEES LABOR UNION
OPEIU LOCAL 32

January 1, 2016 through December 31, 2018

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**AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF THE FREE PUBLIC LIBRARY
OF THE BOROUGH OF TENAFLY
AND
THE TENAFLY LIBRARY
EMPLOYEES OPEIU LOCAL 32**

THIS AGREEMENT was entered into this _____ day of December, 2016, by and between The Board of Trustees of The Free Public Library of the Borough of Tenafly (hereinafter called the “Board”) and the Tenafly Library Employees of the OPEIU, Local 32 (hereinafter called the “Union”) and is effective retroactively to January 1, 2016 and expires on December 31, 2018.

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Union as the representatives of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION 1: DEFINITIONS

- 1.1 “Board” shall mean the Board of Trustees of the Tenafly Free Public Library, a duly incorporated body existing by virtue of the provisions of Chapter 54 of the Laws of the State of New Jersey (Title 40) and the By-Laws of the Board.
- 1.2 “Borough” shall mean the Borough of Tenafly, State of New Jersey.
- 1.3 “Continuous Service” shall mean the period of time an employee is employed and compensated by the Library. If an employee is re-employed by the Library, continuous service shall include his/her prior period of service. Continuous service shall also include such service with the Borough prior to employment with the Library. Employment with another library or municipality shall not be recognized as continuous service under this Agreement. Periods of unpaid leave for any reason shall not count as continuous service.
- 1.4 “Director” shall mean the executive and administrative officer of the Library responsible to the Board.
- 1.5 “Employee” shall mean anyone employed and compensated by the Library on a statutory non-exempt basis, excluding: any one hired to fill a temporary need working fewer than 35 hours per week; or an employee who has not completed the probationary period set forth in Section 6.2.

- 1.6 “Full-Time Employee” shall mean an employee who regularly works and is compensated for 35 hours or more per week.
- 1.7 “Grievance” shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this Agreement.
- 1.8 “Library” shall mean the Tenafly Free Public Library, its Director and Board of Trustees.
- 1.9 “Part-Time Employee” shall mean an employee who regularly works and is compensated fewer than 35 hours per week.
- 1.10 “Percentage of Full-Time” shall mean, for each part-time employee, the percentage determined by dividing the part-time employee’s normal weekly work hours by 35, carried to two decimal places. This percentage shall be used to determine each part-time employee’s share of vacation, sick leave, personal days and bereavement allowances.
- 1.11 “Personnel Manual” shall mean the Library’s personnel policy manual revised as of January 1983 and subsequently amended.
- 1.12 “Professional Employee” shall mean an employee who has met the educational requirements for professional librarian set forth in the Personnel Manual, and who is appointed as such by the Board of Trustees.
- 1.13 “Business days” shall mean Monday to Friday.

SECTION 2: RECOGNITION

The Board recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for full-time and regular part-time employees who perform circulation, reference, technical, children’s, clerical and shelving library services, including persons employed in the position classifications set forth in Appendix A-1 for purposes of bargaining with respect to rates of pay, wages, hours of work and other working conditions. Exceptions are supervisors having the power to hire, fire and direct the work force or effectively recommend the same, and those designated “confidential employees” as defined in N.J.S.A. 34:13A-1 et seq.

SECTION 3: UNION DUES

The Board agrees to direct the Payroll Department of the Borough of Tenafly to deduct the Union’s monthly dues and initiation fees from the pay of the Library employees who authorize the Library Director to do so. Deductions shall be made twice monthly. All amounts deducted shall be remitted to the Union once a month following the deduction. The Board agrees to furnish the Union monthly with a list of all employees whose dues and initiation fees have been deducted. The Board also agrees to furnish the Union monthly with a list of newly hired and terminated employees. The Union shall advise the Library in writing of the amount of initiation fees and monthly dues.

The Union shall be entitled to collect representation fees in an amount up to 85% of the normal monthly dues from all employees covered by this Agreement, who have not authorized the deduction of full Union dues and initiation fees. Representation fees shall be deducted from employee paychecks

on a twice monthly basis and shall be remitted to the Union once a month following the deduction. The Board agrees to furnish the Union monthly with a list of all employees who have had representation fees deducted from their paychecks. This clause shall be interpreted consistently with the relevant New Jersey Statute, and shall remain in effect as long as the statute is law.

SECTION 4: GRIEVANCE PROCEDURE

Step 1: An employee having a grievance shall present it verbally, either individually, or in the presence of the Union Steward, to his/her immediate supervisor within five (5) business days, defined to be Monday to Friday, after the occurrence of the matter being grieved.

A grievance shall specify the occurrence being grieved, the date and time of the occurrence, and the action being sought by the grievant. The employee's immediate supervisor shall attempt to adjust the grievance and shall respond to the employee and the employee's union representative within three (3) business days.

Step 2: If the grievance is not adjusted to the satisfaction of the employee within five (5) business days after presentation to the immediate supervisor, then the employee may present the grievance in writing through his/her Union Steward to the Director or his/her designee. The Director shall, on receipt of the grievance, designate a time within five (5) business days for discussion of the grievance with the aggrieved employee, the Union Steward and the employee's immediate supervisor.

Within five (5) business days following the receipt of the written grievance, the Director shall:

- (a) Adjust the grievance, or
- (b) Find the grievance unjustified, or
- (c) Advise the employee and the Union Steward that the adjustment of the grievance is beyond his/her authority.

Step 3: If the grievance is not adjusted to the satisfaction of the employee in Step 2, the employee, through his/her Union Steward, shall proceed by filing a written grievance with the Board of Trustees within five (5) business days after receipt of the Director's written decision. The Board of Trustees may designate a committee of the Board to discuss the grievance at the earliest regularly scheduled Board meeting which is at least one week following the Board's receipt of the written grievance. The meeting shall include the employee's supervisor. The Board shall render its decision within five (5) business days following the meeting at which the grievance is discussed. The decision of the Board shall be final except as to those grievances which may be submitted to arbitration pursuant to Step 4.

Step 1 and Step 2 shall be presented during working hours. A mutually agreeable time shall be arranged between the parties involved.

Either party shall be entitled to one automatic extension of the above time limits upon notification to the other party, within the original time limit, that additional time is needed. The extension shall be equal to the number of days specified in the original time limit.

Failure of an aggrieved party to pursue the grievance to the next step within the time limits set forth herein shall constitute abandonment of the grievance unless both parties agree to a waiver of such limits.

Step 4: The Union may submit up to two grievances to arbitration each calendar year, involving disputes over the imposition of suspension without pay of ten (10) days or more, terminations or demotions. Arbitrators will be selected using the procedures of the New Jersey Public Employment Relations Commission and arbitrators will adhere to the rules of PERC in conducting arbitrations and rendering awards. An arbitrator will have the authority to determine whether the discipline at issue was imposed for just cause and upon finding that there was not just cause for the imposition of the discipline, will have the authority to modify the penalty, order that an employee be made whole with respect to lost compensation, benefits and seniority and order, where appropriate, reinstatement of the employee to the position the employee held prior to the termination or demotion. The cost of the arbitration shall be split equally by the parties.

SECTION 5: GENERAL MANAGEMENT RIGHTS

5.1 Except as may be otherwise specifically provided in this Agreement to the contrary, the Director and/or the Board of Trustees hereby retain and reserve all powers, rights, authority, duties and responsibilities conferred upon and vested in them prior to the signing of this Agreement; by the Laws and Constitution of the State of New Jersey and of the United States; by the duties and responsibilities of the Director set forth in the personnel manual; and by the By-Laws of the Board of Trustees. These rights include, but are not limited to, the following:

- (a) The executive management and administrative control of the Library and its properties and facilities;
- (b) The hiring of all employees and determining their qualifications and conditions for continued employment;
- (c) Preparation of employee work schedules;
- (d) Carrying out employee performance evaluation in accordance with the terms of the personnel manual;
- (e) The suspension or discharge of an employee for cause, as provided for in the personnel manual, subject to the grievance provisions above;
- (f) The assignment, reassignment or promotion of an employee;
- (g) The introduction of new, different or improved methods and procedures in operation;
- (h) The establishment of policy in order to maintain the effectiveness of Library operations, and the determination of methods, means and personnel by which operations are to be controlled;

- (i) The recall of employees with no advance notice for emergency situations or in the event of a declaration of emergency by the Mayor or Acting Mayor of Tenafly;
- (j) The adoption of a salary resolution consistent with the terms of this Agreement and the provisions of the pension, medical, dental coverage, and other fringe benefits as consistent with the terms of the Agreement;
- (k) Maintenance of a confidential, personal employment file for each employee.

SECTION 6: CONDITIONS OF EMPLOYMENT

6.1 Non-Discrimination

The Library shall not discriminate in the hiring or conditions of employment of any employee by reason of gender, marital status, sexual orientation, political affiliation, religion, race, creed, national origin, age or any other consideration which is unrelated to merit or the qualifications deemed necessary for the successful performance of the duties of the position in question, or which are prohibited by law.

No record shall be kept by the Library which indicates the sexual orientation, political affiliation, religion, race or creed of applicants or employees. No questions shall be asked in these regards of applicants or employees, or of their present or previous employers' characters references. No limitations shall be imposed in these regards in recruiting candidates for employment or in accepting applications.

6.2 Probationary Period

- (a) The first six (6) calendar months of employment are a probationary period for each new employee. Probation may be extended for an additional six (6) months at the discretion of the Director.
- (b) At least two evaluations shall be conducted of the probationary employee during each six (6) months of probation, one of which shall be within thirty (30) days of the end of probation. The forms contained in the personnel manual, or such other forms as the Director deems appropriate, shall be used for evaluation purposes.
- (c) An employee must have an overall evaluation of "satisfactory" or better in order to continue employment.
- (d) An employee may be dismissed by the Director without prior warning during the probationary period for other just cause.

6.3 Seniority

Seniority shall be based upon accrued continuous service with the Library. Any reduction in the work force shall be based upon Seniority within title. For a period of one (1) year, employees dismissed due to a reduction in the work force must be offered the opportunity to return to the Library before a new employee is hired for that purpose.

6.4 Hours of Work

- (a) An employee may be required to work evenings and/or Saturdays as a regular part of his/her job. Work hours may be assigned between 8:30 a.m. and 9:00 p.m., Monday through Friday, and 8:30 a.m. and 5:00 p.m., on Saturday. The employee shall be compensated for such evening and Saturday work by equal time off during the business week. No employee shall be entitled to a differential payment for evening or Saturday hours.
- (b) All work schedules shall be prepared by the Director or his/her designee. Schedule changes are not permitted without advance approval of the Director or his/her designee.

6.5 Overtime

A full-time employee who works more than 35 hours in one week shall receive compensation for each hour at the rate of time and a half of his/her regular hourly wage.

Part-Time Employee. A part-time employee who is required to work additional hours over his/her normal weekly work schedule but fewer than 35 hours in one week shall be compensated, at the discretion of the employee, either by compensatory time off for each such hour, or by payment for such hours at the employee's regular hourly wage. Under most circumstances, such compensatory time off shall be scheduled in the same pay period or the next following.

- (a) A part-time employee who works more than 35 hours in one week shall receive compensation for each hour at the rate of time and a half of his/her regular hourly wage.

Authorization. Overtime must be authorized in advance by the Director or his/her designee.

6.6 Lunch and Dinner

Mondays through Fridays, every employee is entitled to one unpaid lunch or dinner hour when working more than five (5) hours in a day.

On Saturdays, the Director may, at his/her discretion and as proper Library scheduling permits, assign unpaid one (1) ½ hour lunch or dinner periods to employees.

Such lunch or dinner periods not taken during the day may not be used to shorten the work day, nor may they be carried over to another day.

Employees who work a full day consisting of 7 paid hours and one unpaid meal hour are entitled to a 15 minute break during the first half of their work day and a 15 minute break during the second half of their work day. Employees who work 4 or more hours per day, but less than a full work day, are entitled to one 15 minute break. Employees who work a full day on Saturday consisting of 7 paid hours and a ½ hour unpaid meal are entitled to a 15 minute break in the morning and a 15 minute break in the afternoon.

6.7 Employee Evaluations

In addition to evaluations during the probationary period, every employee shall have his/her work periodically evaluated by the employee's supervisor and/or the Director as follows:

Annual: Each permanent employee shall receive an annual evaluation of his/her performance once each calendar year.

Time of Separation: An employee may be evaluated at the time of separation from service with the Library. These evaluations shall be part of the employee's employment records.

Special: An evaluation may be completed either when a change in the employee's performance warrants a new evaluation, or when a supervisor or Director permanently leaves his/her position.

Such evaluations shall be on the forms contained in the personnel manual, or other forms that the Director deems appropriate.

6.8 Personnel Files

An employee may, at reasonable times and in the presence of the Director, or his/her designee or shop steward, if required, examine his/her personal employment file. The employee shall be allowed to have a copy of all or any part of the file with 48 hours notice to the employer in the event of disciplinary action and after review they may request a copy.

SECTION 7: COMPENSATION

7.1 Salary Rates

(a) Wage increases to the base pay shall be as follows:

Effective January 1, 2016 – 2%

Effective January 1, 2017 – 2%

Effective January 1, 2018 – 2%

- (b) The above percentages shall be applied to the employee's base rate of pay, before application of the longevity increase percentage.
- (c) To be eligible to receive a retroactive payment, an employee must either be in the employ of the Library at the time this Agreement is adopted by both parties, or have left the employ of the Library because of retirement, disability or death.
- (d) A new employee shall receive the pay increase as scheduled for the first January 1st following the expiration of his/her probationary period, including any extension thereon.

7.2 Longevity Increases

- (a) In addition to base salary, each full-time employee hired prior to January 1, 2014 shall receive longevity compensation computed at the rate of:

1% of base salary for each two completed years of service up to 24 years, plus ½% for the 25 years of service, for a maximum longevity increase of 12 ½%.
- (b) The cumulative longevity increase percentages shall be applied to each full-time employee's base rates of pay, exclusive of any prior longevity increase, and after giving effect to such rate of pay increase.
 - (1.) Effective each date there is an increase in the employee's base rate of pay, and after giving effect to such rate of pay increase; and
 - (2.) Effective on each such anniversary of the employee's employment that raises the cumulative longevity increase percentages.
- (c) Library employees hired on or after January 1, 2014 are not entitled to any longevity compensation.

SECTION 8: VACATION

8.1 Allowance

- (a) A full-time, non-professional employee's vacation allowance is determined by his/her completed years of continuous service as of the date the vacation is scheduled, in accordance with the following schedule: (less than one year, as determined in (b)).

Years	Working Days		Years	Working Days
1	10		13	18
2	11		14	19
3	11		15	20
4	12		16	20
5	12		17	21

6	13		18	21
7	14		19	22
8	15		20	22
9	16		21	23
10	16		22	23
11	17		23	24
12	17		24	25
			25 & Over	25

- (b) A newly hired employee will earn one (1) vacation day per month, up to a maximum of ten (10) vacation days, during the first calendar year of employment. After the first three (3) months of employment, a newly hired employee may schedule earned vacation days in accordance with this section of the Agreement. (For example, an employee hired on February 1, 2011 will earn ten (10) vacation days through December 31, 2011. The employees will not be permitted to use earned vacation days until May 1, 2011. Effective January 1, 2012, the employee will receive credit for ten (10) vacation days in accordance with the above schedule.)
- (c) Each full-time, professional employee is entitled to 1 2/3 days of vacation for each month of continuous service, to a maximum of twenty (20) vacation days per year.
- (d) A part-time, non-temporary employee shall be entitled to a percentage of the full-time vacation allowance, computed as follows:
 - (1) Vacation days shall be determined under paragraphs (a), (b) or (c), as applicable, as for a full-time employee based on the part-time employee's period of continuous service;
 - (2) This number of vacation days shall be converted to vacation hours by multiplying such number of days by seven (7);
 - (3) The vacation hours shall then be multiplied by the employee's percentage of full-time; the product shall be the part-time employee's hours of vacation for the year;
 - (4) An employee who terminates employment before completing six (6) months of service shall forfeit all accumulated vacation.

8.2 Scheduling

An employee's vacation time shall be scheduled with, and approved in advance by, the Director or his/her designee. Among other factors, seniority may be used to resolve any scheduling conflicts.

8.3 Waiver

Vacation time may not be waived by an employee and vacation pay received in lieu thereof.

8.4 Holiday during Vacation

A holiday (see Section 11) that occurs during an employee's vacation, shall add a day to the employee's vacation allowance. This day should ordinarily be taken at the time of the vacation unless otherwise arranged.

8.5 Illness or Injury During Vacation

- (a) If an employee becomes ill or is injured before leaving for a scheduled vacation, the employee's vacation may be rescheduled. If an employee becomes ill or is injured while on vacation, such disability shall be considered to be vacation time unless the disability continues for eight (8) or more calendar days, in which case the following applies:
 - (1) Contingent upon the Director's receipt of a physician's medical certificate covering the period of illness, the employee's vacation shall be deemed to have ceased with the first day of illness or injury. The employee shall be placed on disability leave on the first day of illness or injury. When such employee has recovered sufficiently to be able to resume his/her duties, the employee may, with the Director's approval, either continue the vacation or reschedule the balance of his/her vacation.
 - (2) If Library scheduling needs do not permit such employee to reschedule the remaining vacation days by the end of that calendar year, he/she shall receive full pay for such remaining days in lieu of vacation or be granted a vacation carry-over into the next calendar year, at the discretion of the Director.

8.6 Vacation Severance

A full-time employee who resigns his/her position with the Library shall receive pay for any partial year's vacation allowance earned but unused in that final year. This policy applies to a part-time employee on a pro-rated basis.

8.7 Carry Over

- (a) Except as provided in paragraphs (b), (c) or (d) below, vacation time for which an employee is eligible must be taken in the year earned and may not be carried forward.
- (b) If the employee becomes ill or injured during vacation, and the disability continues for eight (8) or more days, the provisions of Section 8.5 shall apply.

- (c) Employees hired after January 31 of a given year will be given an extension on the vacation use deadline to the one year anniversary of their hire date.
- (d) If the Director denies an employee the use of vacation days due to work necessity, the employee shall be permitted to carry over up to a maximum of one (1) week of the employee's customary one (1) week vacation period until March 31 of the following year. If the employee has more than one (1) week of his or her customary one (1) week vacation period accrued at that time, he/she may make an application to the Director for an extension of the carryover.

8.8 Vacation in Advance

At the discretion of the Library Director, an employee with more than one (1) year of service may, with good reason, be permitted to take vacation time in a given year in anticipation of earning it. If an employee terminates employment with the Library after taking more vacation time than earned, such unearned vacation pay shall be deducted from the employee's final pay.

8.9 Unpaid Vacation

Under extraordinary circumstances and at the discretion of the Director with Board approval, an employee may be granted unpaid vacation time. Such time may not exceed one-half (1/2) of the earned vacation time in such year. The employee's written application therefore must detail the need for such time.

8.10 Failure to Return as Scheduled

Employees will be charged personal or vacation time when they are unable to return to work as scheduled after a planned vacation whether due to travel delays or other reasons not relating to illness. If the employee does not have any remaining personal or vacation time left at such time, the employee will not be paid for the work time missed as a result of the failure to return to work as scheduled.

SECTION 9: SICK LEAVE

9.1 Expiration

The sick leave provisions of this section shall remain in effect from the effective date of this contract until amended, as recommended by the joint committee of employee and Library representatives which is charged with revising the sick leave policy, and ratified by the Board and the Union.

9.2 Sick Leave

To provide a prevailing personnel policy governing salary continuation to employees on sick leave in recognition of length of service with the Library, "Sick Leave" is defined as the temporary absence of an employee from work because of personal illness or non-job related injury authorized by the Library.

9.3 Policy

- (a) For full-time employees employed by the Library prior to January 1, 2017, salary continuation during periods of sick leave may be granted based on length of continuous service, in accordance with the following schedule and subject to the provisions thereof:

<u>Continuous Service</u>	<u>Salary Continuation Period</u>
Less than 1 month	None
At least 1 month but less than 2 months	5 days
At least 2 months but less than 1 year	10 days
At least 1 year but less than 2 years	20 days
At least 2 years but less than 3 years	30 days
At least 3 years but less than 4 years	40 days
At least 4 years but less than 5 years	50 days
At least 5 years but less than 6 years	60 days
At least 6 years but less than 10 years	70 days
10 years and over	130 days

- (b) A part-time, non-temporary employee who was employed by the Library prior to January 1, 2017, shall be entitled to a percentage of the full-time sick leave computed as follows: (1) sick days shall be determined under paragraphs (a) as for a full-time employee based on the part-time employee's period of continuous service; (2) this number of days shall be converted to hours by multiplying such number of days by seven; (3) the hours shall then be multiplied by the employee's percent of full-time, this product shall be the part-time employee's sick leave allowance for the year.
- (c) The salary continuation period runs consecutively without regard to the calendar years involved.
- (d) The above schedule may apply to separate unconnected injuries and illnesses.
- (e) A medical certificate by a physician covering the period of illness may be required by the Library.

- (f) In any case of salary continuation, the employee's salary shall be reduced by the amount of any loss of time payments to which he/she may be entitled under any worker's compensation claim.
- (g) Extended Sick Leave. Prior to application for an extended sick leave, all earned vacation and personal days must be expended or committed toward the employee's sick leave. It is understood that an automatic extension of 13 weeks shall be added to the normal sick leave provisions in the event of a "terminal illness" to the employee. Satisfactory documentation must be provided in all such cases to the Library.
- (h) Full-time Library employees hired on or after January 1, 2017 will be entitled to 12 paid sick days that accrue each year and part-time Library employees hired on or after January 1, 2017 will be entitled to 12 paid sick days that accrue each year on a pro-rated basis (based upon the number of hours they are regularly scheduled to work in relation to a full-time Library employee's regularly scheduled 35 hour work week). Sick days not used in the calendar year will be banked for future use, but there is no buyout for unused sick days at separation from Library employment due to retirement or for any other reason.

Full-time Library employees hired on or after January 1, 2017 are entitled to an initial bank of 10 sick days after 2 months of service in their first year of employment with the Library in addition to the 12 sick days that accrue each year, and part-time non-temporary Library employees hired on or after January 1, 2017 are entitled to a pro-rated bank of 10 sick days after 2 months of service in their first year of employment with the Library (based upon the number of hours they are regularly scheduled to work in relation to a full-time Library employee's regularly scheduled 35 work week).

Full-time and part-time non temporary Library employees hired on or after January 1, 2017 may use sick days for their own sickness or to care for a sick immediate family member.

Full-time and part-time non-temporary Library employees hired prior to January 1, 2017 may opt into the sick bank policy available to those full-time and part-time non-temporary Library employees hired on or after January 1, 2017 by providing written notice to the Director no later than December 31, 2016. Those full-time and part-time non-temporary Library employees hired prior to January 1, 2017 who opt into the sick bank policy set forth above are entitled to an initial bank of sick days equal to the number of sick days they would have had available to them during 2017 in accordance with Section 9.3(a) above. Full-time Library employees who opt into the sick bank policy will also receive 1 sick day for each month they work at the Library (12 per year), and part-time non-temporary Library employees who opt into the sick bank policy will receive 1 sick day on a pro-rated basis for each month they work at the Library. Any unused sick days from an opt-in employee's available initial bank or that accrue during the year may be carried over to subsequent years. There is no buyout for

unused sick days at the opt-in employee's separation from employment with the Library due to retirement or for any other reason.

9.4 Application

An employee is eligible for salary based upon the length of his/her continuous service at the time the sick leave commences. A person who is a temporary employee at the time his/her sick leave commences shall not be eligible for salary continuation (even though such persons may later be deemed to be in non-temporary employment for the effective date of his/her initial employment).

SECTION 10: EMPLOYMENT RELATED DISABILITY LEAVE UNDER WORKERS' COMPENSATION

10.1 Eligibility

To be eligible for workers' compensation benefits, an employee injured on the job must follow the following procedures:

- (a) Immediately report the injury to the supervisor.
- (b) As soon as possible, contact Bergen Risk Managers, or other agency designated by the Bergen County Joint Municipal Insurance Fund (JIF), to be directed to an appropriate provider to treat the injury.
- (c) In case of an emergency, the injured employee must go to the nearest hospital. The employee must notify Bergen Risk Managers as soon thereafter as possible.
- (d) An accident report must be filed with the Director within three (3) days of the occurrence of the injury for consideration by the insurance carrier for the Borough. Forms are available from the Director and the Borough Clerk.
- (e) If medical care for a work-related injury is not pre-approved by Bergen Risk Managers, and treatment is obtained by a private physician, the employee assumes responsibility for paying the bill.

10.2 Compensation

A Library employee injured in the performance of duties shall receive disability compensation for bona fide disability as follows:

- (a) During the first seven (7) days of disability, the Library shall pay the disabled employee's normal salary;
- (b) After seven (7) days, payment by workers' compensation shall normally begin, and shall continue for as long as provided for under existing law and coverage.

- (c) The Library shall continue to pay the employee at his/her regular earnings rate during the period of work-related disability until the first anniversary of the date the injury occurred, or until the date the employee ceases to be disabled, whichever is earlier. Such period of paid disability absence shall not count against the sick leave provided in Section 9.3 above. If such work-related disability continues beyond one (1) year, the provisions of Section 9.3 shall govern.
- (d) The employee shall forward to the Borough Treasurer any workers' compensation payments received during the disability period.
- (e) The Library reserves the right to require medical examination by a physician at any time during such absence. The Library may also require a letter of fitness to work before allowing the employee to return to work.
- (f) An employee is eligible for salary based on the length of his/her continuous service at the time his/her disability begins, as described above.

SECTION 11: OTHER NON-WORKING TIME

11.1 Holidays

- (a) Full-time employees shall receive the following twelve (12) full and two (2) half holidays with pay each year. Every four (4) years, full-time employees shall receive one (1) full holiday for the Presidential Election Day.

New Year's Day	Veterans Day
Martin Luther King, Jr., Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve (1/2) day
Memorial Day	Christmas Day
Independence Day	New Year's Eve (1/2 day)
Labor Day	Presidential Election Day
Columbus Day	

- (b) When both Christmas Eve and New Year's Eve fall on Sunday, an additional vacation day shall be granted.
- (c) Part-time employees are entitled to holiday pay equal to the number of hours they are scheduled to work on the official holidays set forth in Section 11.1(a) for those Library holidays that fall on days and at times when the part-time employee is regularly scheduled to work.
- (d) If it becomes necessary for the Library to remain open on a Holiday, compensatory time off shall be given to those employees asked to work.
- (e) The Library shall be closed on the Saturdays before Memorial Day and Labor Day and also when Independence Day falls on a Friday or a Monday. The

employees whose rotation would ordinarily schedule them to work on such Saturdays shall be off. All full-time and part-time employees shall be expected to work their normal number of weekly hours during the five (5) work days preceding such Saturday.

11.2 Personal Days

- (a) Full-time employees who have completed one (1) year of continuous service shall be allowed six (6) days off per year for personal reasons.
- (b) To determine a part-time employee's personal time allowance, the six (6) day full-time allowance shall be expressed as 42 hours, and then multiplied by the employee's percentage of full-time, the product shall be the part-time employee's personal time allowance for the year.
- (c) Eligible employees will earn personal time from date of employment and can begin using such time after three (3) months of employment.
- (d) All personal time must be used during the year in which it is accrued or it is lost. Personal time cannot be carried over from year to year.

11.3 Bereavement Leave

- (a) In the event of a death in the immediate family, as defined below, a full-time employee shall be entitled to a maximum of four (4) consecutive working days off, including the day of the funeral. If the funeral of such an immediate family member is held outside a 100 mile radius of Tenafly, the employee shall be entitled to five (5) days off, including the funeral.
- (b) Immediate family is defined as, and limited to: husband, wife, domestic partner, civil union partner, child, mother, father, grandmother, grandfather, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law and grandchild.
- (c) A full-time employee shall be entitled to one (1) working day off to attend the funeral of relatives who are not immediate family or of a close friend. This leave shall be reviewed by the parties as of each January 1 to ensure this leave is not being abused.
- (d) A part-time employee's bereavement leave shall be determined as follows: the allowance in days for full-time employees determined under paragraphs (a) or (c) above shall be converted to hours by multiplying such number of days by seven (7); the hours shall then be multiplied by the employee's percent of full-time; the product shall be the part-time employee's bereavement leave allowance. In case of the bereavement leave provided in paragraph (a), such allowance must be used within the four (4) or five (5), as applicable, consecutive calendar days.

- (e) Bereavement leave in accordance with this Section 11.3 may be taken later in the year of the family death in the event some type of memorial service is planned at a later date, without any increase in the total number of days available for bereavement leave.
- (f) Such bereavement time may be used only for the purpose intended and must be in lieu of paid work hours.

11.4 Leave of Absence

- (a) An unpaid leave of absence without benefits may be granted to an employee for up to six (6) months at the discretion of the Director and the Board and with the approval of the Board.
- (b) Insurance coverage for medical and death benefits shall remain in force provided the employee agrees to reimburse the Library for the cost of such coverage during such leave and timely reimburses the Library as such costs accrue.
- (c) A leave of absence shall not be included in an employee's continuous service for longevity pay, terminal leave benefits, sick leave or vacation entitlement.

11.5 Disability Leave

- (a) A full-time employee who has completed at least two (2) years of continuous service and is temporarily disabled may, at the discretion of the Director and the Board, be granted a disability leave of up to six (6) months without pay. Any sick leave, vacation and personal days to which such employee is entitled must be exhausted before such disability leave can begin.
- (b) Insurance coverage for medical and death benefits shall remain in force provided the employee agrees to reimburse the Library for the cost of such coverage during such leave and timely reimburses the Library as such costs accrue.
- (c) Unpaid disability leave shall not be included in an employee's continuous service for longevity pay, terminal leave benefits, sick leave or vacation entitlement.

11.6 Jury Duty

A full-time employee called for jury duty shall receive his/her regular Library earnings, less any amount the employee receives from the government for such jury duty.

11.7 Attendance in Court

- (a) A full-time employee who is summoned to testify at a trial shall receive that day off, or part thereof, with pay.

- (b) A full-time employee who testifies voluntarily in Court, or who is initiating a civil action shall be excused from work for the time necessary, but shall be entitled to pay for this time only at the discretion of the Director.

11.8 Family Leave

- (a) In accordance with the Federal Family Medical Leave Act (FMLA), an employee who has at least one (1) year of continuous service, and is compensated for at least 1,250 hours for the year preceding a family leave, as defined below, shall be entitled to twelve (12) weeks of job-protected unpaid family leave in any twelve (12) month period upon advance notice to the Director.
- (b) Family leave means an employee's leave from employment to provide care made necessary by reason of:
 - (1) The birth of a child of the employee;
 - (2) The placement of a child with the employee in connection with adoption of the child by the employee;
 - (3) The serious health condition, as defined in the FMLA, of a spouse, son, daughter, or parent of the employee; or
 - (4) A serious health condition that renders the employee unable to perform one or more essential functions of his/her job.
- (c) An employee shall be required to first apply unused paid vacation time, paid sick leave and paid personal time, if eligible, toward the twelve (12) weeks. The balance of the leave shall be considered family leave.
- (d) Unpaid family leave shall not be included in an employee's continuous service for longevity pay, terminal leave, sick leave or vacation entitlement.

11.9 Inclement Weather or Other Emergency Closing

- (a) **Library Closed:** At the discretion of the Director and with the approval of the President of the Board (or his/her designee), the Library may be closed either part or all day due to inclement weather or other emergency situation. All employees shall be paid their usual wages during closing.
- (b) **Library Open:** Full-time and Part-time employees who are unable to come in to work due to inclement weather or other emergency shall have that day charged against their vacation allowance or personal time.

11.10 Shop Steward Conference

Up to one (1) shop steward is entitled to a maximum of one and one-half (1 and 1/2) paid days per annum upon attendance at the Union's annual Union Steward's Conference. This benefit is limited to one (1) shop steward regardless of the total number of shop stewards at the Library.

SECTION 12: BENEFITS PLAN

12.1 Health and Related Benefits

- (a) Tenafly Public Library full-time employees and their eligible dependents are eligible to participate in the New Jersey State Health Benefits Program established pursuant to and in accordance with statutory law contained in the New Jersey Health Benefits Program Act, Chapter 78, Public Law 2011, N.J.S.A. 52:14 – 17.25, et seq., including prescription drug plan (not a separate prescription plan) and dental benefit plan offered by the Library.
 - (1) All full-time employees participating in such New Jersey State Health Benefits Program shall contribute to the cost of the premium for the coverage they select in accordance with said statute and the Library will pay the balance of the premium.
- (b) There is a waiting period of two (2) months following the employee's date of hire before health benefits coverage begins, provided the employee submits a properly completed application form. If the employee does not enroll within the sixty (60) day waiting period, all eligible members of his or her family, including the employee, must wait until the next Open Enrollment Period established by the insurance carrier to enroll in the program. It is solely the responsibility of the employee to: (1) enroll new family members within sixty (60) days of a qualifying event (i.e., marriage, birth, adoption) to obtain coverage for them; and (2) delete members of the family (i.e., divorce, death, over age 26) within sixty (60) days of such event in order to adjust the amount of the premium the Library and employee are charged for such dependent coverage. The employer reserves the right to change insurance carriers as long as the benefits provided are substantially similar.
- (c) All eligible full-time employees will receive a dental plan selected by the Library for themselves and their eligible dependents. The Library will pay the premium for such dental plan. An eligible full-time employee shall be enrolled in the dental plan the first month following the employee's date of hire (e.g. date of hire March 6th, enrollment effective April 1st) in accordance with the enrollment effective dates established by the dental plan provider.
- (d) For those employees retiring with at least twenty-five (25) years of service with the Library/Borough as a full-time employee and having reached the age of fifty-five (55), the Library/Borough will reimburse the retired employee annually for the cost to maintain coverage for the employee and his or her spouse for the basic hospitalization plan only. In the event the retired employee dies leaving a surviving spouse, said surviving spouse may elect to continue such coverage as provided herein with the Library/Borough reimbursing the surviving spouse's premium cost for such continued basic hospitalization only

coverage. The Library/Borough will continue to reimburse the surviving spouse annually for the cost of the basic hospitalization plan in accordance with the limitations contained herein until the surviving spouse reaches Medicare coverage age.

- (e) All full-time employees will receive group life insurance coverage for themselves in the amount of Five Thousand Dollars (\$5,000), with a double indemnity clause.
- (f) Each full-time and regular part-time employee shall, as a condition of employment, be enrolled in the New Jersey Public Employees Retirement System (the “System”) and shall be subject to the requirements and provisions of said System. Employees are required to enroll in the New Jersey Public Employees Retirement System within thirty (30) days of their date of hire.
 - (1) The employee’s contribution to the System shall be deducted from the compensation paid to the employee by the employer and remitted to the State as prescribed by law.
 - (2) Any employee having completed the required number of years and conditions of service and having attained the age required by the System, may apply for retirement as provided by the System.
 - (3) All available information regarding the New Jersey Public Employees Retirement System may be obtained from the Borough Finance Department.
- (g) All other New Jersey statutory insurance and health benefit requirements, including Worker’s Compensation coverage, will be provided by the Library/Borough.

SECTION 13: TERMINAL LEAVE PLAN

13.1 Benefit

A full-time employee hired prior to January 1, 2014 shall be entitled to a terminal leave benefit, upon retirement in good-standing, as follows:

<u>Years of Service</u>	<u>Terminal Leave Benefit</u>
15 Years	1 ½ months base pay plus longevity
20 Years	3 months base pay plus longevity
25 Years	4 ½ months base pay plus longevity
30 Years	6 months base pay plus longevity
35 Years	7 ½ months base pay plus longevity
40 Years and Over	9 months base pay plus longevity

13.2 Payment

The terminal leave benefit will be taken in one lump sum upon retirement.

13.3 Ineligibility

No part-time employee, and no employee whose retirement is a result of actual or pending disciplinary proceedings, shall be eligible for terminal leave benefits.

13.4 Termination of Benefit

Library employees hired on or after January 1, 2014 are not entitled to any terminal leave benefits.

SECTION 14: RESIGNATION, DISCHARGE AND SEVERANCE PAY

14.1 Resignation

Professional employees are required to give the Library four (4) weeks notice of resignation. All other employees are required to give two (2) weeks notice.

14.2 Discharge and Severance Pay

A regular full-time employee who is separated from employment for any reason, except for cause, who has more than six (6) months of service, shall be entitled to two (2) weeks notice or to receive two (2) weeks pay in lieu of notice. Employees are requested to give two (2) weeks notice of their intention to terminate employment with the Library, except professional employees as noted in Section 14.1.

SECTION 15: FULLY BARGAINED AGREEMENT

15.1 Entire Agreement

The foregoing constitutes the entire Agreement between the parties and settles for the term of this Agreement all matters that were or might have been raised in the collective bargaining negotiations leading up to the signing of this Agreement. This Agreement shall supersede any and all prior agreements, rules and regulations or practices of the Library and Board which are inconsistent with its terms. All regulations, rules or other formal written policy not inconsistent with the terms herein applicable to employees covered by this Agreement as of the signing hereof shall continue in full force and effect during the term of this Agreement. This Agreement may be altered, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed memorandum thereof. Nothing contained herein shall be construed to supersede any decision issued by a governmental agency of competent jurisdiction relevant to the issues covered in this Agreement.

SECTION 16: SAVINGS CLAUSE

16.1 Severability

If any provisions of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to the

validity thereof, such provisions shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of December, 2016.

TENAFLY PUBLIC LIBRARY
BOARD OF TRUSTEES

DATED: _____

BY: _____

DATED: _____

BY: _____

DATED: _____

BY: _____

DATED: _____

BY: _____

TENAFLY LIBRARY EMPLOYEES OF
OPEIU LOCAL 32

DATED: _____

BY: _____

DATED: _____

BY: _____

DATED: _____

BY: _____

DATED: _____

BY: _____

APPENDIX A

LOCAL 32 / LIBRARY EMPLOYEES

LIBRARY STAFF ELIGIBILITY LISTING

- Adult Services Librarian
- Children's Services Librarian
- Teen and Emerging Technologies Librarian
- Technical Services/Collection Development Librarian
- Library Assistant
- Library Assistant/Technical Services
- Library Page
- Supervising Library Assistant.