

AGREEMENT BETWEEN

THE OAKLAND PUBLIC LIBRARY

AND

**PUBLIC EMPLOYEE DIVISION, LOCAL 108, R.W.D.S.U.,
UFCW
(OAKLAND PUBLIC LIBRARY EMPLOYEES)**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the **Board of Trustees of the Oakland Public Library**, the County of Bergen, and State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the “**Board of Trustees**,” and Local No. 108, Public Employees Division, R.W.D.S.U., UFCW, a representative of certain employees of the Oakland Public Library, hereinafter called the “**Union**,” represents the complete and final understanding of all bargainable issues between the Board of Trustees and the Union.

ARTICLE I - RECOGNITION

The Board of Trustees recognizes the Union as the exclusive bargaining agent for all white-collar employees of the Oakland Public Library, other than pages, all Sunday personnel and the Library Director.

ARTICLE II – MANAGEMENT RIGHTS

- A. The Library hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, 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 the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
 4. To make rules of procedure, to introduce new or improved methods and equipment, to determine work schedules and shifts subject to prior negotiation with the Union as to compensation therefore, and to decide the number of employees needed for any particular reason;
 5. To make, maintain and amend such reasonable rules and regulations as it may from time to time deem necessary for the purpose of maintaining order, safety, and/or effective operation of the Library and to require compliance by the employees provided such rules and regulations do not conflict with the terms and conditions of employment as contained in this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IIA – DEFINITION OF EMPLOYMENT

A. Definition of Employment

All library employees working thirty-five (35) hours or more are to be considered full-time employees; those working under twenty (20) hours per week are to be

considered part-time employees. In accordance with Civil Service definitions, temporary employees are those who work ninety (90) days or under.

ARTICLE III – EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statute, Civil Service Laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Library or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.
- C. Whenever any employee is required to appear before any Library Officials or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.
- D. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or federal law and except political or religious activities shall not be conducted during working hours.

- E. Elected representatives of the Union, not to exceed two (2), shall be permitted time off for Union business provided the Director determines that the efficiency of the department is not adversely affected. Prior consent shall be obtained from the Director, which shall not, however, be unreasonably withheld.

ARTICLE IV – GRIEVANCE PROCEDURE

A. **Definition and Purpose**

A grievance is a claim by an employee, or group of employees, that the policies of the Board were not properly applied or were violated by the Director, the Board or another employee. Anyone making such a claim will be known as the “aggrieved person.”

The purpose of the following procedure is to secure, at the lowest level, equitable solutions to the problems which may from time-to-time arise affecting employees. These proceedings will be kept as informal and as confidential as may be appropriate. All papers and documents relating to grievance and its disposition should be filed in the employee’s file which will be located in the library building.

B. **Procedure**

The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be, extended by mutual agreement in writing. The procedure should be followed in its entirety unless waived by mutual agreement in writing.

1. Step One – Within four (4) working days after either the occurrence of the event or acts which give rise to a grievance, an employee with a grievance shall

first orally discuss the same with his/her immediate supervisor with the objective of resolving the matter informally. Within four (4) working days following the oral discussion, the supervisor shall communicate his/her decision to the employee. If the decision is unsatisfactory to the employee, or if the supervisor fails to communicate the decision, the employee may proceed to Step Two.

2. Step Two – Within four (4) working days following the result of Step One, the employee shall file the grievance, in writing, with the Director. It should set forth the specific nature thereof, the facts relating thereto and the action requested to be taken. Upon receipt of the written grievance, the Director shall forward a copy of same to the Board. Within four (4) working days, the Director shall communicate his/her decision, in writing, to the employee and the Board. If the decision is unsatisfactory to the employee, or if the Director fails to communicate the decision, the employee may proceed to Step Three.

3. Step Three – Within four (4) working days following the result of Step Two, the employee may submit a written grievance to the Board, with a copy to the Director. Within thirty (30) days of receipt, a hearing will be held by the Board. The aggrieved person and the Director shall be notified, in writing, of the day of the hearing and shall submit pertinent facts to the Board, in writing, at least seven (7) days prior to the hearing. Both may be present at the hearing. The Board shall notify the employee and the Director of its decision, in writing, fourteen (14) working days thereafter.

4. Step Four – If the Union does not accept the decision of the Library Board, then, within fourteen (14) days, the Union may appeal the decision to an arbitrator appointed by the N.J. Mediation Board for a non-binding decision.

5. Step Five – Should either party be unsatisfied with the decision in Step Four, then within fourteen (14) days the issue will be submitted to an arbitrator appointed by N.J.P.E.R.C. for a binding decision.

C. Civil Service Remedies

The grievance procedure set forth herein shall not be construed to limit or restrict remedies available through the State Department of Personnel (formerly Civil Service Commission) as set forth in its rules, regulations and statutes.

D. Union Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, or at his option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

E. No Reprisals

No reprisals of any kind shall be taken by the Library against any party in interest, any representative, any member of the union, or any other participant in the grievance procedure by reason of such participation.

ARTICLE V – DEFINITION OF EMPLOYMENT AND WORK WEEK

A. Hours of Work and Overtime

1. The standard work week consists of thirty-five (35) hours. All employees, with the exception of the Director, are required to work one evening per week and every third Saturday, as part of the standard thirty-five (35) hours. In cases of emergency only, employees may be required to work additional evenings or Saturdays on a rotating basis. Such emergency conditions are to be limited to periods of no longer than five weeks from the date of notice.

2. Full-time employees are entitled to a one half-hour paid meal break. The meal break cannot be used to shorten the work day.

3. Management reserves the right to hire a separate Sunday staff at wage levels as determined.

4. Employees who work less than a seven hour day are entitled to a paid fifteen (15) minute break after having worked four (4) hours. Employees working a seven hour day are entitled to one (1) fifteen minute break, plus a one-half hour meal break on library time, as provided in paragraph 2 above.

5. Overtime Distribution – After thirty-five (35) hours, overtime compensation will be at the rate of time and one-half.

B. All work performed in excess of specified hours in any work day or work week shall be paid at the rate of time and one-half the regular straight time rate.

ARTICLE VI – HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day

Labor Day

Martin Luther King's Birthday

Veteran's Day

President's Day

Thanksgiving Day

Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Columbus Day	New Year's Eve

- B. In the event of any of the aforementioned holidays fall on a Sunday, the following Monday is observed. If a holiday falls on a Saturday, the preceding Friday will be observed. For full-time employees only, if a holiday falls on a day when an employee is not working, he or she will receive another day, within a ninety (90) day period, at a time approved by the Director.
- C. Compensation for working the holiday should be at the rate of double-time.

ARTICLE VII – VACATIONS

- A. During the employee's first calendar year of service, he/she will earn one day for each month of service completed. Employees must complete six (6) full months of service before they are entitled to use their vacation time. Following the first calendar year of employment, vacation time will be earned as follows:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF VACATION DAYS</u>
1 through 5 years	12 days
6 through 10 years	15 days
11 through 15 years	17 days
16 through 20 years	20 days
21 + years	23 days

- B. For each additional two years of service (over 21 years), employees would receive one additional day of vacation.

- C. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Director, unless the Director determines that it cannot be taken because of pressure of work. Vacation must be requested at least three weeks in advance and is subject to the approval of the Director in accordance with the needs of the library. The Director must approve or deny the request within five (5) working days. Failure to respond to the request will be taken as approval of the request. A maximum of one week of unused vacation may be carried forward into the next succeeding year, except for extenuating circumstances approved by the Director. The balance of the year's unused vacation will go into the bank. See Article VII, Sections D and E.
- D. Any employee who has accumulated more than one week carry-over allowable vacation by January 1, 2001, must put the remainder of his unused vacation into a reserve fund.
- E. In a retirement year, an employee may carry forward and collect vacation days from the retirement year and the year previous.
- F. Vacation leave may be taken in blocks of no less than one-half day. Personal leave can be taken in blocks of one hour.
- G. Employees who are leaving the Oakland Public Library prior to six (6) months of service are not entitled to vacation pay. Upon leaving the employment of the Oakland Public Library, vacation time for the current year will be pro-rated for the months that the employee was on the payroll.
- H. All professional employees will be granted twenty (20) days, following the first calendar year of service.

I. Employees at their option on an annual basis may cash out up to a maximum of ten (10) days of accrued vacation time at the current vacation day value. The employee must request in writing the number of vacation days to be cashed out prior to December 1st of each year.

ARTICLE VIII – HOSPITALIZATION AND INSURANCE

Employees Health and Hospitalization Insurance will be consistent with the Borough's White Collar contract, except when otherwise specified.

- A. All current employees will remain in his/her current level of health benefits plan or have the option of enrolling in the Select New Plan (referred to as "PPO" or "Plan B" by the Borough). All new full-time hires entitled to healthcare benefits will only be afforded the Select New Plan ("PPO" or "Plan B"). All permanent or provisional employees who have been on the payroll for sixty (60) calendar days shall be enrolled, effective on the 60th day of employment, **subject to the provisions of Clause XIX.**
- B. The Board of Trustees, at its option, may change administrators of the Program so long as substantially similar benefits are provided.
- C. The Board of Trustees shall provide a dental insurance program for all permanent and provisional employees, the premiums for which shall be paid by the Board. All employees and their dependants eligible for this dental care program will be covered from the first day of the month coincident with, or next following three (3) months of the continuous full-time employment.

The Dental Plan will contain the following classes and payment levels to all covered employees and eligible dependents:

CLASS I: Preventive and diagnostic care – 100% covered with no deductible.

CLASS II: Basic care – 70% covered with \$25/75 deductible for oral surgery, endodontics, periodontics, restorative.

CLASS III: Prosthodontics – 50% covered with \$25/75 deductible

CLASS IV: Orthodontics (to age 19) – 50% covered with \$50 deductible (\$500 lifetime maximum).

Maximum payment to a covered individual shall be \$1,000 per year, not including payments made in CLASS IV. All new hires shall be provided with a Dental Benefits Program as set forth above with the following limitations: only the employee and spouse are eligible to receive the benefit, however, the employee may purchase dependent coverage; the maximum benefit is established at \$500.00 per person, per year.

- D. The Board of Trustees shall provide the following eye care benefits to employees, spouses, civil union partners, and dependents, covered by this Agreement, subject to the provisions of Clause XIX. Each covered person shall be entitled to reimbursement of expenses actually incurred up to a maximum of \$200.00 per employee, \$100.00 per spouse, civil union partner, or dependant per year for prescribed eye care, including, but not limited to, examination, lenses and frames.
- E. The Board of Trustees shall provide a disability insurance program for which the premiums are to be fully paid by the Board with material provisions as follows:

1. A fourteen (14) calendar day elimination period shall be required in order to become eligible for disability benefits;
 2. A benefit of sixty-six and two-thirds (66 2/3%) percent of the disabled employee's weekly salary to a maximum of \$158.00 a week shall be paid for the duration of the disability to a maximum of fifty-two (52) weeks.
 3. Only non-occupational disabilities shall be covered, and disabilities which arise during the course of employment shall be compensable only as provided by the Worker's Compensation Statutes.
 4. Employees should be required to exhaust sick leave, vacation leave or other compensatory time off prior to eligibility for disability benefits.
- F. For one year following the death of an employee, the Board shall pay the premium for health and hospitalization insurance for coverage of the deceased employee's spouse and eligible family members. Said health and hospitalization insurance shall specifically not include prescription, dental, vision and disability insurance.
- G. The Prescription Drug Program shall provide for co-payment on the part of the employee as follows (This change is effective upon ratification except those employees who are already paying these amounts):
1. Traditional Plan:

\$20.00	For brand name prescriptions;
\$10.00	For generic prescription;
\$20.00	For mail order brand name prescriptions for a ninety (90) day supply;
\$10.00	For mail order generic drugs for a ninety (90) day supply.

2. PPO Plan:
 - \$20.00 For brand name prescriptions;
 - \$10.00 For generic prescription;
 - \$20.00 For mail order brand name prescriptions for a ninety (90) day supply;
 - \$10.00 For mail order generic drugs for a ninety (90) day supply.

This change is effective upon ratification except those employees who are already paying these amounts.

3. Chiropractic care shall be limited to 30 visits in any 12-month period.
4. Allergy care shall be limited to 30 visits in any 12-month period.
5. There shall be a second opinion provided to the Board prior to any surgical procedure being undertaken outside of a physician's office, such opinion to be at the Board's full expense. Second opinion to be provided by a physician of the employee's choosing.
6. The Board is to be provided ample time to review each situation prior to admission to a hospital, with the exception of emergency situations.

ARTICLE IX – SICK DAYS

A. Service Credit for Sick Leave

1. All permanent and full-time employees shall be entitled to sick leave with pay as provided for in paragraph 4 of this Article. Part-time, new hires working more than twenty (20) hours per week should be entitled to ten (10) days of sick pay in the first year of their employ and twelve (12) days of sick pay in

subsequent years. No sick-leave will be granted to temporary employees or part-time employees working under twenty (20) hours per week hired subsequent to January 1, 2000.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may be used for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. Such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

4. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days at the beginning of each calendar year thereafter.

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

6. Sick leave can be utilized in two (2) or more hour increments.

7. Employees at their option on an annual basis may cash out up to ten (10) days at the current sick day value. The employee must request in writing the number of days to be cashed out prior to December 1st of each year.

B. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in

those work situations where notice must be made prior to the employees' starting time:

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice of five (5) consecutive days shall constitute a resignation.

C. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days, shall be required to submit acceptable medical evidence substantiating the illness.

- a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

- b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health is required.

3. In case of death or serious illness in the immediate family, reasonable proof shall be required.

4. The Board may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the Board, by a physician designated by the Board. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE X – RETIREMENT AND SEPARATION

A(1). RETIREE MEDICAL COVERAGE

Upon retirement or permanent separation from employment for those employees with ten (10) continuous years of service in the Library, the Board will continue the employee, spouse, civil union partner and eligible dependents, if the employee so chooses, in the medical plan at his option, subject to the following:

- (a) The employee will pay fifty (50%) percent of the cost of the “premium” as computed by the Board.
- (b) If the employee is employed by a firm that offers a medical plan, he must choose that plan, and upon the effective date of that plan, be removed from the Board’s plan.
- (c) This benefit shall cease when the employee reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first.
- (d) The employee may continue the medical plan after age sixty-five (65) provided he pays one hundred (100%) percent of the “premium” as computed by the Board.

- (2) All employees who retire during the term of this Agreement shall be offered continued enrollment in the Board’s dental, prescription and vision insurance

plans at the group rate premium plus two (2%) percent of the annual premium representing administrative charges. The retiree may elect coverage under any one of the aforementioned plans, of all the plans or any combination of the plans. The premiums for such continued enrollment shall be charged to and paid by the individual retirees.

(B) UNUSED SICK DAYS

1. Upon retirement or resignation of a member of the unit for other than disciplinary reasons, the employee shall be entitled to receive the following numbers of sick days paid at his or her last rate of earning prior to the termination of the employment based upon the following years of service from date of hire, subject to there being accumulated sick days up to said amount:

<u>YEARS OF SERVICE</u>	<u>UNUSED SICK PAY</u>
0 through 4 years	0 days
5 through 9 years	20 days
10 through 14 years	25 days
15 through 19 years	32 days
20 through 24 years	55 days
25 and more	60 days

(C) Upon permanent separation from employment for any reason, vacation days previously earned will be paid at the employee's salary at the time of separation.

ARTICLE XI – PERSONAL LEAVE

After three months of employment, employees shall be entitled to three (3) personal days per year, with the approval of the Director, subject to the provisions of

Article XIX. The Director cannot unreasonably withhold approval. Personal leave may be taken in blocks of one hour.

ARTICLE XII – SALARIES AND COMPENSATION

All employees of the Oakland Public Library covered by this agreement shall receive the following wage increases over their base salary for the preceding year.

- 1. Effective January 1, 2008 - 3.9%
- 2. Effective January 1, 2009 - 3.8%
- 3. Effective January 1, 2010 - 3.8%
- 4. Effective January 1, 2011 - 3.8%

Part-time employees shall receive a pro-rated percentage of the wage increase.

* The minimum salary for full-time employees shall be \$25,000, effective January 1, 2008. All employees making less than the minimum salary shall be raised to \$25,000 as of January 1, 2008.

ARTICLE XIII – LONGEVITY SCHEDULE

- A. There will be no longevity for employees hired on or after January 1, 1997.
- B. Other currently employed members shall receive longevity as specified on the following pages:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
6 through 10 years	3% based on employee's base salary
11 through 15 years	5% based on employee's base salary
16 through 20 years	9% based on employee's base salary
Over 20 years	11% based on employee's base salary

- C. Anniversary dates are January 1st and July 1st, therefore the first day of employment is considered the first year. If employment date is anytime between January 1st and June 30th, the anniversary date reverts to January 1st. If employment date is anytime between July 1st and December 31, the anniversary date becomes July 1st.

ARTICLE XIV – BEREAVEMENT LEAVE

Up to three (3) days leave are granted for death in the immediate family, (spouse, civil union partner, child, parent, grandparent, grandchild, brother, sister or in-law), or for persons living in the same household.

ARTICLE XV – WORK RULES

The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XVI – NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown

or walkout against the Board. The Union agrees that such action could constitute a material breach of this Agreement.

- B. In the event of a strike, slow-down or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown or walkout against the Board.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be 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.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Board or any person acting on its behalf.

ARTICLE XVII – NON-DISCRIMINATION

- A. There shall be no discrimination by the Library or Union against any employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint or coercion by the Library or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or

because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE XVIII – SAVINGS AND SEPARABILITY

A. **Maintenance of Benefits.**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Library in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any existing employee benefit.

B. **Separability.**

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

ARTICLE XIX – PART-TIME EMPLOYMENT

The Board and the Union recognize that certain part-time employees are included within the bargaining unit. Part-time employees are considered to be those working

under twenty (20) hours per week. The terms and conditions of part-time employment are as follows:

- A. All part-time employees, hired before July 1, 2001, should receive the benefit of holidays, vacations, sick leave, funeral leave and personal days prorated on an amount which reflects the number of hours scheduled to be worked on such day.
- B. All part-time employees (under 20 hours), hired after July 1, 2001, will not be eligible for the benefits outlined above. Part-time employees should, however, receive holiday pay if a holiday falls within their normal work schedule.

ARTICLE XX – DEDUCTION OF REPRESENTATION FEES

- A. For all employees who have signed Union membership application cards, the Board shall deduct from his/her salary Union dues to be paid to a representative to be designated by the Union.
- B. For all employees within the unit who have not signed Union membership application cards, the Board shall deduct as a representation fee, an amount equal to eighty-five (85%) percent of the regular Union membership dues from the employee's salary to be paid to a representative designated by the Union.
- C. The Secretary to the Library Board will be exempt.

ARTICLE XXI – HEALTH AND SAFETY

- A. Employees shall have the right to refuse unsafe work. No employee shall be disciplined for refusing to perform duties that present imminent dangers provided there is agreement by the Director.
- B. There shall be a Joint Safety Committee established with two (2) Members nominated by the Union, two (2) members from the Board, and one (1)

representative from the Insurance Company. The Committee shall meet and make recommendations which shall be implemented in a timely manner by the Board.

- C. It is expressly understood that nothing set forth in the preceding paragraphs of this Article in any way diminishes the Library's exclusive and unilateral right to determine the equipment to be utilized, or the means, methods, processes or procedures to be followed, in carrying out the Board operations.

ARTICLE XXII – TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2008, and shall remain in effect to, and including December 31, 2011, without any reopening date. In the event a successor Agreement is not executed on or before December 31, 2011, between the parties, this Agreement shall continue in full force and effect until such time as the new Agreement is implemented.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals at Oakland, New Jersey on this _____ day of _____, 2008.

ATTEST:

OAKLAND PUBLIC LIBRARY
BERGEN COUNTY, NEW JERSEY

BY: _____

BY: _____

PUBLIC EMPLOYEE DIVISION,
LOCAL 108, R.W.D.S.U., UFCW

WITNESS:

BY: *Deborah Geyffer*

BY: *Ronnie Leone*

BY: *Louise Koller*

BY: *Munlyn Vallone*

BY: *Tasfer J. Parnell* BJA