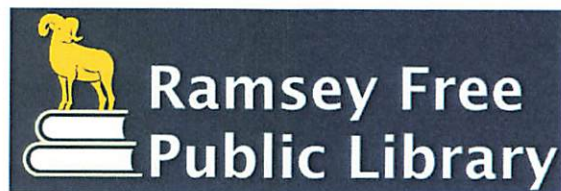


# COLLECTIVE BARGAINING AGREEMENT

**The Board of Trustees of the  
Borough of Ramsey  
Free Public Library  
Bergen County, New Jersey**



**And**



**United Public Service  
Employees Union**

**January 1, 2022 through December 31, 2025**

## Table of Contents

PREAMBLE.....	5
ARTICLE 1 .....	5
DURATION.....	5
ARTICLE 2 .....	5
RECOGNITION .....	5
ARTICLE 3 .....	5
COMPENSATION .....	5
ARTICLE 4 .....	6
SICK LEAVE.....	6
ARTICLE 5 .....	7
JOB RELATED INJURIES.....	7
ARTICLE 6 .....	7
DEATH BENEFIT.....	7
ARTICLE 7 .....	7
GRIEVANCE PROCEDURE.....	7
ARTICLE 8 .....	8
HOLIDAYS .....	8
ARTICLE 9 .....	9
VACATION LEAVE.....	9
ARTICLE 10 .....	10
PERSONAL LEAVE DAYS .....	10
ARTICLE 11 .....	10
WORK SCHEDULES .....	10
ARTICLE 12 .....	11
RETIREMENT VACATION PAY .....	11
ARTICLE 13 .....	11
BEREAVEMENT LEAVE .....	11
ARTICLE 14 .....	11
LONGEVITY PAY.....	11
ARTICLE 15 .....	12

<b>RETIREE INSURANCE BENEFITS</b> .....	12
<b>ARTICLE 16</b> .....	12
<b>DENTAL INSURANCE</b> .....	12
<b>ARTICLE 17</b> .....	12
<b>HEALTH AND WELFARE BENEFITS</b> .....	12
<b>ARTICLE 18</b> .....	13
<b>UNPAID LEAVE OF ABSENCE</b> .....	13
<b>ARTICLE 19</b> .....	13
<b>LEAVE FOR JURY DUTY</b> .....	13
<b>ARTICLE 20</b> .....	14
<b>SENIORITY</b> .....	14
<b>ARTICLE 21</b> .....	14
<b>PERSONNEL ADVANCEMENT</b> .....	14
<b>ARTICLE 22</b> .....	14
<b>RETIREMENT PENSION</b> .....	14
<b>ARTICLE 23</b> .....	14
<b>HEALTH EXAMINATION AND BACKGROUND CHECKS</b> .....	14
<b>ARTICLE 24</b> .....	15
<b>FULL-TIME EMPLOYEES</b> .....	15
<b>ARTICLE 25</b> .....	15
<b>RESIGNATION</b> .....	15
<b>ARTICLE 26</b> .....	15
<b>NON-DISCRIMINATION</b> .....	15
<b>ARTICLE 27</b> .....	15
<b>MANAGEMENT RIGHTS</b> .....	15
<b>ARTICLE 28</b> .....	15
<b>NO STRIKE- NO LOCKOUT</b> .....	15
<b>ARTICLE 29</b> .....	16
<b>CONTINUATION OF AGREEMENT</b> .....	16
<b>ARTICLE 30</b> .....	16
<b>ENTIRE AGREEMENT</b> .....	16
<b>ARTICLE 31</b> .....	16
<b>GENDER</b> .....	16
<b>ARTICLE 32</b> .....	16

<b>COLLECTIVE BARGAINING .....</b>	<b>16</b>
<b>ARTICLE 33 .....</b>	<b>16</b>
<b>UNION DUES DEDUCTIONS FROM SALARY .....</b>	<b>16</b>
<b>ARTICLE 34 .....</b>	<b>17</b>
<b>PUBLIC SERVICE OBLIGATIONS .....</b>	<b>17</b>
<b>ARTICLE 35 .....</b>	<b>18</b>
<b>TERM &amp; RENEWAL .....</b>	<b>18</b>
<b>APPENDIX I .....</b>	<b>20</b>
<b>SALARY SCHEDULE .....</b>	<b>20</b>
<b>APPENDIX II.....</b>	<b>21</b>
<b>ONE YEAR EXTENSION AGREEMENT FOR YEAR 2021 .....</b>	<b>201</b>

## **PREAMBLE**

This Agreement made and entered into this 29<sup>th</sup> day of April, 2022, by and between:

The Board of Trustees of the Borough of Ramsey Free Public Library, a municipal corporation, having an office at 30 Wyckoff Avenue, in the Borough of Ramsey, County of Bergen and State of New Jersey, (hereinafter called the "Board" or the "Employer"), and United Public Service Employee Union - Ramsey Library, (Ramsey Library Unit) (hereinafter called "Union").

Whereas the Union is a recognized employee organization composed of certain employees working in the Borough of Ramsey Free Public Library, and

Whereas, the Board has recognized the Union as the official bargaining agent for certain full-time and part-time employees working in the Borough of Ramsey Free Public Library.

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree that this agreement represents the complete and final understanding on all bargainable issues.

## **ARTICLE 1 DURATION**

This shall be a four (4) year labor agreement, effective from January 1, 2022 through December 31, 2025.

## **ARTICLE 2 RECOGNITION**

This agreement shall apply to all full-time and part-time employees in the Borough of Ramsey Free Public Library excluding the Director and Assistant Director of the Library and all others excluded by past practice.

## **ARTICLE 3 COMPENSATION**

- A. All employees shall receive the following pay increments retroactive to the first of each year, but employees who have served for less than a year will have their first increments at the 12-month anniversary of their employment start date:

The rates of pay for full-time and hourly rates for part-time employees will reflect an annual increase of 2.00% for 2022, 2023, 2024 and 2025. In addition, prior to the calculation of 2022 salary, employees shall receive a one-time 1.95% salary adjustment. This adjustment is not retroactive to 2021. Certain employees impacted by the contract changes to Article 17 modifying all employee health insurance contributions to those under Chapter 78 P.L. 2011, will have the 1.95% salary adjustment and the 2.00% salary increase for 2022 eliminated. Those full-time employees holding Masters of Library Science degrees and certifications as a NJ State Professional Librarian will receive a one-time \$1,500 increase prior to the aforementioned 2022 increases. In no event shall a new employee make more than an incumbent employee in a similar title with similar experience. Notwithstanding, the Board may place a new hire above the starting salary and an incumbent

employee due to prior work experience, certifications or other qualifications.

- B. The starting salary for new hires after 1/1/22 shall be as follows:
  - Library Assistant: \$18.50 per hour
  - Pages: NJ Applicable Minimum Wage, then annual rate increase
- C. All increases are retroactive to January 1, 2022. Separated employees shall receive the scheduled increases prorated to their time of separation as retroactivity.

#### **ARTICLE 4 SICK LEAVE**

- A. Sick leave is hereby defined to mean paid leave that may be granted to a full-time employee who through sickness or injury is mentally or physically incapacitated to a degree that makes it impossible for such employee to perform the duties of his position, or who is quarantined by a physician because of exposure to contagious disease. A sick day is defined as a number of hours in a normal work day for subject employee.
- B. Full-time employees are eligible to earn sick days at the rate of one (1) day for each complete calendar month worked to a maximum of ten (10) sick days for each calendar year.
- C. When an employee does not report to work for a period of more than three (3) consecutive days during a calendar year because of sick leave, the employee may be required to furnish proof of inability to work on the days absent. Such proof shall be furnished by submitting to the Library Director upon resumption of work by the employee a certificate signed by a licensed physician in attendance stating that the employee on the date or dates of absence was mentally or physically incapacitated to a degree that made it impossible for such employee to perform the duties of his position or was quarantined because of exposure to a contagious disease. The board may require the employee to submit to an examination by a physician chosen by the board in order to substantiate such mental or physical incapacitation.
- D. A sick leave day shall be charged for an absence of more than four (4) hours. After three occurrences in a calendar year, a half (1/2) sick leave absence shall be charged for an absence of four (4) or less hours. Sickness incurred while on vacation time cannot be charged against sick leave allowance.
- E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor of the intended absence at least sixty (60) minutes before the time set for the employee to begin work except in an emergency. An employee who is absent from work for three (3) or more consecutive days and who does not notify his/her supervisor or the Library Director during the first three (3) days of absence shall be subject to dismissal from employment.
- F. Permanent part-time employees (who shall be deemed to be those employees who perform duties on a regular recurring basis) who are paid at an hourly rate shall receive sick leave on a pro-rata basis in accordance with the aforementioned provisions.
- G. There will be no compensation for unused accumulated sick leave
- H. In the event of an employee's death, his/her estate shall be entitled to receive whatever sick leave benefits the employee was entitled to at the time of termination of employment.

- I. An employee who makes false claim for sick leave may be subject to discipline.
- J. The Director shall keep records of sick, vacation, military and special leaves with or without pay.

**ARTICLE 5  
JOB RELATED INJURIES**

The Employer represents that all employees covered by this agreement are covered by a workers' compensation insurance policy and that the Employer will continue to provide such coverage as required by statute.

**ARTICLE 6  
DEATH BENEFIT**

The widow or widower of an employee who dies in the performance of his duties, other than from natural causes, shall receive a one-time payment of \$50,000.00 as well as an additional one-time payment of five-thousand (\$5,000.00) dollars for each unemancipated child of the deceased employee.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

The following grievance procedure shall be established:

The term "Grievance" is an alleged violation of this agreement. A grievance shall be raised within five (5) working days after the occurrence of the grievance or within five (5) working days after the grievant would reasonably be expected to know of its occurrence. The grievance shall be submitted either orally or in writing by the grievant to the Assistant Director. The grievant may, at his/her option, have a representative present at the time the grievance is presented to the Assistant Director.

If the grievance is not resolved within seven (7) working days of its submission to the Assistant Director the grievance shall be submitted by the Grievant in writing to the Director.

If the grievance is not resolved within seven (7) working days of its submission to the Director, the Director shall immediately forward the grievance to the board for consideration at the next regularly scheduled board meeting. If such submission is during the summer months, a special meeting shall be called within thirty (30) days notice. If the grievance is not resolved within fourteen (14) days after the board meeting, the grievance shall be submitted to a board of arbitration composed of three (3) members as follows:

- One member from the Board
- One member from the Union
- One member to be agreed upon by both the board and the Union.

If the parties cannot mutually agree upon the selection of a third party, they shall jointly request the New Jersey State Board of Mediation to submit a list of at least seven (7) potential third parties from which the parties can make their selection. If the parties are unable to agree then the decision shall be made alternatively by striking names until one name remains who shall serve as the third party for that grievance.



Only disciplinary actions of three (3) or more days may be submitted to arbitration.

The cost associated with using the state mediation service and the selected third party shall be borne equally by each party.

## **ARTICLE 8 HOLIDAYS**

- A. All full-time employees shall be provided with the following holidays and pursuant to the conditions set forth below: part-time employees shall be provided with the same holidays as full-time employees, but will be paid for the numbers of hours scheduled to work when the Library is closed for a holiday, also pursuant to the conditions set forth below:

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

Three (3) floating holidays

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

- B. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.
- C. If full-time hourly employees are required to work on any such holidays, they shall be compensated at one and one-half (1 ½) times the regular rate of pay.
- D. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the salaried employee shall be given another day off or compensatory time off. Hourly employees shall be given equivalent time off or paid for their average hourly worked per day.
- E. The Board reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday.
- F. The compensation provided for work performed on a holiday shall be in place of and not in addition to the compensation for overtime worked.
- G. Part-time employees will be paid at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.
- H. On the day before (eve) Thanksgiving and New Years, the Library will be open from 9:00 a.m. to 1:00 p.m. For those employees who are scheduled to work hours after 1:00 p.m., on such days, those employees shall be debited for such hours not worked against their floating holidays.
- I. Library shall be closed Saturday and Sunday of Labor Day and Memorial Day weekends as well as



Easter Sunday, these days will be unpaid holidays for staff.

**ARTICLE 9  
VACATION LEAVE**

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

1. During the first calendar year of service, or part thereof, the employee shall be entitled to one week (five working days) if employed before July 1<sup>st</sup> and has completed a minimum of three (3) months of continuous service before that date.

2. The following schedule shall apply during the 2<sup>nd</sup> calendar year of service and thereafter:

During Calendar Year of Service Noted Below	Working Days of Vacation Per Year
2 <sup>nd</sup>	12
3 <sup>rd</sup>	13
4 <sup>th</sup> & 5 <sup>th</sup>	14
6 <sup>th</sup> thru 10 <sup>th</sup>	15
11 <sup>th</sup>	16
12 <sup>th</sup>	17
13 <sup>th</sup>	18
14 <sup>th</sup>	19
15 <sup>th</sup> & thereafter	20

3. Part time employees may also request unpaid vacation time as outlined below.

B. The Director shall fix a vacation scheduled on the date upon which employee is to be granted vacation. Subject to the needs of the Library, said schedule will be arranged in accordance with the convenience of the employee. Splitting of vacation time into separate weeks will be allowed subject to the needs of the Library. Seniority will be respected in arranging the vacation schedule.

C. Should a holiday recognized by Article 9 be observed on a working day within an employee's vacation period, then the employee shall be entitled to an additional day's vacation

D. Employees leaving the employ of the Library after giving at least two (2) weeks notice before the completion of an entire year shall be paid for the vacation leave due them on a prorated basis.

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

F. A maximum of five (5) working days may be carried over for one (1) year at the discretion of the Director. Pay for any such days allowed at the discretion of the Director shall be paid at the daily rate in effect when the vacation days were earned in the previous year.

**ARTICLE 10  
PERSONAL LEAVE DAYS**

- A. Full-time employees hired after March 22, 2005 shall have three (3) personal days annually and those hired prior to March 22, 2005 shall have five (5) personal days per year. Part-time employees shall be eligible for two (2) personal days per year. First year shall be prorated based on employee start date.
- B. Full-time employees may be granted additional personal days based on the number of sick days utilized in the prior calendar year based on the below. This will begin with sick days utilized in 2022 and additional days granted starting in 2023 (for 2022 sick leave usage).
  - a. Zero to two (0-2) sick days used – 2 additional personal days granted
  - b. Three to five (3-5) sick days used – 1 additional personal day granted
- C. Personal leave days, including those granted in B of this Article may be accumulated to December 31<sup>st</sup> of the following year only.
- D. Personal leave days are acknowledged to be separate and distinct from sick days.
- D. Employees shall give seven (7) days notice to the Director of their intention to take a personal leave day except in emergency situations, such notice shall not be required.

**ARTICLE 11  
WORK SCHEDULES**

- A. Within the weekly schedule every effort will be made to permit flexibility when schedule adjustments are requested or desirable. When overtime is worked, full-time employees at their option, will be entitled to compensatory time off equal to one and one half (1 ½) their regular rate of pay for all hours of overtime, or shall receive pay in lieu of the time. In all cases, overtime shall be kept to a minimum and only used as an emergency, temporary solution.
- B. Salaried employees shall work five (5) days per week and not more than thirty-five (35) hours per week.
- C. Employees shall not be required to work regularly more than two evenings per week, custodian excepted.
- D. Saturday work shall be rotated among employees so there is a fair distribution of this assignment.
- E. For new full-time employees hired after 1/1/2019, Saturday is considered part of the regular work week schedule and management's 35 hour scheduled work week may include Saturday and employees will receive overtime rate after thirty-five hours worked.
- F. Employees shall not be required to work Sundays; however, if an employee does work, he/she will be paid a flat hourly rate of \$40 for professional staff and \$30 for non-professional staff.
- G. One (1) hour for lunch and one (1) hour for dinner shall be allowed for meals. This is not included in the hours worked per day.

- H. Recall pay: An employee who is already out of the building after completion of his/her scheduled hours of work and who is recalled to work will be paid one and one half (1 ½) times his/her straight time hourly rate for all hours worked on recall, up to his/her next scheduled starting time, but in any event, not less than two (2) hours pay will be paid, or the actual hours worked, whichever is greater.
- I. A part-time employee is defined as anyone who works less than a regular thirty-five (35) hours work week.
- J. Compensatory time earned must be used in year earned or paid out in year earned with no rollover.
- K. If the Library closes early (e.g snow emergency) or closes prior to the start of the day, part-time hourly employees will be paid for their full scheduled day.

**ARTICLE 12  
RETIREMENT VACATION PAY**

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

**ARTICLE 13  
BEREAVEMENT LEAVE**

- A. Upon the death of a member of the immediate family as defined below, full-time employees may request bereavement leave with pay for a period not to exceed three (3) days. For the purposes of this article, part-time employees will be granted time off without loss of pay pro-rata based on their work schedule. Employees may be required to produce proof of death and relationship to obtain benefits under this article.
- B. A member of the immediate family for the purpose of this article is defined as parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any other close relative living permanently in the employee's household.
- C. Employees shall be granted twelve (12) bereavement days in the event of the death of a spouse, child, or a domestic partner living permanently in the employee's household.
- D. Employees shall be granted one (1) bereavement day in the event of the death of an aunt, uncle, nephew or niece.

**ARTICLE 14  
LONGEVITY PAY**

- A. Longevity Pay has been eliminated for employees hired after June 1, 2008 under previously negotiated contracts between the parties. Starting in 2022 for those employees eligible for longevity pay under previous contracts (hired before 6/1/2008) such longevity pay will be included in their base salary in 2022 and future years at the capped amount under previous agreements. As such, longevity pay is eliminated for all employees effective January 1, 2022

**ARTICLE 15  
RETIREE INSURANCE BENEFITS**

- A. After twenty-five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service to the employer, medical insurance benefits and dental insurance benefits shall be continued for retired full-time employees and their immediate families, if applicable, for a maximum of five (5) years, or until the retired employee qualifies for Medicare, or until the retired employee is again employed by any source, whichever shall first occur, provided however, that if an employee shall remain in the employ of the employer for thirty years or more before retirement, all of his/her insurance coverage as stated above shall be continued until he/she qualifies for Medicare or reaches Medicare qualifying age.
- B. Full-time employees who are not eligible for the benefits set forth in paragraph A above and who terminate service by virtue of retirement or by exercise of pension vesting rights shall have the option of continued enrollment in the employer's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to employees who have been employed by the employer for a period of at least ten (10) years.
- C. Retired employees eligible to receive medical and dental benefits in retirement under this Article shall receive the same level of medical and dental insurance benefits afforded to non-retired employees under this contract or as modified in future contracts and shall be subject to 54.5% of the contribution requirements as non-retired employees.

**ARTICLE 16  
DENTAL INSURANCE**

The current group dental insurance benefits for full-time employees shall be as provided by the Borough of Ramsey. The current Delta Dental Plan maximum amount payable for services in any calendar year will be twenty five hundred (\$2,500.00) dollars per patient. The employer may elect to continue same dental policy now in effect or provide enhanced coverage through self insured program.

**ARTICLE 17  
HEALTH AND WELFARE BENEFITS**

- A. The Employer shall provide medical benefits for full-time employees covered by this Agreement. The Borough has elected to participate in the NJ State Health Benefits Plan and employees will have an option to choose from one of those plans offered. While the Borough participates in the NJ State Health Benefits Plan it may elect to change providers subject to section D.F.
- B. Employees health insurance contributions shall be those rates previously established under Chapter 78 P.L. 2011, unless increased if applicable, by Section C of this Article 2.
- C. Employer reserves the right, solely at Employer's option to change to, or from, the NJ State Health Benefits Program at any time without renegotiation, or to any other health insurance provider program offering substantially similar benefits to the employee. The Borough will notify the Union in writing ninety (90) days prior to implementing a change in health insurance provider program and provide applicable plan documents.

- D. Medical and dental insurance benefits are afforded to full-time employees only, defined as employees who work at least a 35-hour workweek and not including seasonal or temporary employees.
- E. Employees who have a spouse also employed by (or retired from with) a public entity in New Jersey that provides health insurance benefits, shall decide, in conjunction with their spouses, whether they will opt out of health insurance benefits with the Employer and advise the Borough Administrator accordingly in writing. Employees shall have a continuing responsibility to promptly inform the Borough Administrator whenever they have a spouse who is entitled to receive health insurance benefits by virtue of employment with (or retirement from) another public entity in New Jersey and promptly advise the Borough Administrator of their decision with regard to opting out of the Employer's health insurance plan, as set forth herein above. It is expressly understood by the parties hereto that the objective of this provision is to avoid duplicate coverage for a family by public entities in New Jersey employing spouses in that family in furtherance of sound public policy, and is not intended to be punitive or detrimental to employees.

## **ARTICLE 18 UNPAID LEAVE OF ABSENCE**

- A. A permanent full-time or part-time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of the Director and at the discretion of the Board.
- B. The leave of absence may be renewed upon the request of the employee and it may be granted for reasons deemed proper by the Director and at the discretion of the Board.
- C. The Board reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of five (5) working days.
- D. All decisions of employer regarding leaves of absence shall be discretionary.
- E. At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave and shall be entitled to all increases in the rate of pay granted during his/her leave from his title. However, there shall be no retroactive pay resulting from this article.
- F. During all personal leaves of absence seniority shall be retained.

## **ARTICLE 19 LEAVE FOR JURY DUTY**

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

For the purposes of this Article, part-time employees will be granted time off without loss of pay pro-rata, based on their work schedule.

**ARTICLE 20  
SENIORITY**

- A. The seniority of an employee is hereby defined as the period of continuous service as a full-time employee dating from the most recent date of hire. The seniority list will be updated annually in the month of January.
- B. The seniority of an employee as defined in this Article will be a factor for consideration in cases of layoffs, recalls and seniority. Other facts for consideration will be employee's training, experience and ability to perform the work required by the employer.
- C. Seniority shall be lost by an employee for the following reasons: voluntary quitting, failure to report back from work no longer than three (3) working days following the conclusion of a leave of absence, discharge for cause; failure to be called back to work for a period of twelve (12) months after a layoff.

**ARTICLE 21  
PERSONNEL ADVANCEMENT**

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

If the Board preapproves and agrees to pay for any employee certifications or courses taken by the employee and the employee leaves employment with the Board within 18 months of the Board's payment for these courses, the employee shall reimburse the Board.

**ARTICLE 22  
RETIREMENT PENSION**

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

**ARTICLE 23  
HEALTH EXAMINATION AND BACKGROUND CHECKS**

The Director may require a physical examination for all new employees and the usual and customary expense of same shall be borne by the board. Board may also conduct applicant/employee background checks with the expense of same to be borne by board.

**ARTICLE 24  
FULL-TIME EMPLOYEES**

An employee who works a regular work week of 35 or more hours shall be deemed to be a full-time employee. An employee who works less than a regular 35-hour work week shall be deemed to be a part-time employee. Only full-time employees shall receive health and welfare benefits, dental benefits, and other benefits specifically limited to full-time employees in this agreement.

**ARTICLE 25  
RESIGNATION**

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

**ARTICLE 26  
NON-DISCRIMINATION**

Neither party to this agreement shall discriminate against any employee on account of race, creed, color, sexual orientation/gender identity, national origin or membership or non-membership in the Union.

**ARTICLE 27  
MANAGEMENT RIGHTS**

- A. Except as expressly provided herein, nothing in this agreement shall interfere with the right of the Board in accordance with applicable law, rules and regulations to:
1. Carry out the statutory mandate and goals, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.
  2. Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.
  3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause, or to layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.

**ARTICLE 28  
NO STRIKE- NO LOCKOUT**

Neither the union nor any of its members shall engage in a strike during the term of this agreement.

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



**ARTICLE 29  
CONTINUATION OF AGREEMENT**

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

**ARTICLE 30  
ENTIRE AGREEMENT**

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

**ARTICLE 31  
GENDER**

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

**ARTICLE 32  
COLLECTIVE BARGAINING**

The Library Union Negotiating Committee will not exceed three (3) members which will not include Union staff representatives, attorneys, or specialist in a given field. Negotiations will take place during the working hours of the negotiating committee members.

**ARTICLE 33  
UNION DUES DEDUCTIONS FROM SALARY**

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 2:14-15.9e. Said monies together with records of any corrections shall be transmitted to the Union's office by the fifteenth (15th) of each month following the pay period in which the deductions were made.

If during the life of the Agreement there shall be any changes in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorization from its members showing the authorized deduction for each employee or an official notification on letterhead of the Union and signed by the President of the Union advising of such changed deduction.

The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms, which shall represent the members authorization for the Union Dues deduction. The Union shall indemnify, defend, and hold the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by

reason of action taken by the Borough in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

#### Agency Shop Deductions

- A. Upon the request of the Union, the Employer shall deduct a representative fee from the wages of each employee who is not a member for the Union.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- C. The amount of said representative fee may be certified to the employer by the Union, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments charged by the Union to its own members.
- D. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claim of loss whatsoever as a result of said deductions.
- E. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month, following the month in which such deductions were made.

The Union shall establish and maintain at all times a demand and return system as required by N.J.S.A. 34:13A-5.5c and 5.6. Membership in the Union shall be made available to all employees in the unit on an equal basis at all times.

### **ARTICLE 34 PUBLIC SERVICE OBLIGATIONS**

- A. The first duty of the Library is service to the public. Courtesy and spirit of service are the first requisites of the Library staff. Each staff member has his/her place in the scheme of service in the Library and shall recognize his/her duties and accept responsibilities with dignity.
- B. The Public Library exists for the benefits of the citizens of the community. Those who accept a position in the Library assume an obligation to maintain ethical standards of behavior in relation to the public. Staff must avoid situations in which personal interests might be served or financial benefits gained at the expense of the Library.
- C. The Library exists for the public's benefit and is supported by the taxes of our citizens. Each employee must while on the job, ensure that the interests of the public are met.
- D. Every employee shall conduct him/herself in a professional manner at all times. Personal differences must never be discussed, nor shall a patron be left waiting while some dispute is settled. Every employee is a public relations representative of the Library and has an important role to play in developing and maintaining good relations with the public. Employees must not argue with a patron. If an employee is not able to resolve a patron's inquiry, or a patron becomes abusive or difficult, the employee shall ask for assistance from the director or a supervisor.

**ARTICLE 35**  
**TERM & RENEWAL**

This agreement shall be in full force and effect as of January 1, 2022 and shall remain in effect to and including December 31, 2025. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration of this agreement of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Ramsey, New Jersey on this 29<sup>th</sup> day of April 2022.

a

United Public Service Employees Union  
Ramsey Library Employees

The Board of Trustees of  
Borough of Ramsey Free Public Library

By: [Signature]  
Kevin E. Boyle, Jr., President

By: [Signature]  
Anissa Martin, President

By: [Signature] 5/11/22  
Mark McCart  
Labor Relations Representative

By: [Signature]  
Deirdre A. Dillon, Mayor 5-13-22

By: Michael P Berks 5/11/22

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX I**  
**LIBRARY UNION**  
**SALARY SCHEDULE**

***I. Full-Time***

<b>Name</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Burnette</b>	\$ 57,653	\$ 58,806	\$ 59,982	\$ 61,181
<b>Desai</b>	\$ 47,809	\$ 48,765	\$ 49,740	\$ 50,735
<b>Hofmann *</b>	\$ 38,996 *	\$ 39,776	\$ 40,571	\$ 41,383
<b>Patel</b>	\$ 44,771	\$ 45,666	\$ 46,580	\$ 47,511
<b>Suarez</b>	\$ 65,654	\$ 66,968	\$ 68,307	\$ 69,673

***II. Part-Time Hourly***

<b>Name</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Berkis</b>	\$ 22.87	\$ 23.32	\$ 23.79	\$ 24.27
<b>DiPierro</b>	\$ 22.87	\$ 23.32	\$ 23.79	\$ 24.27
<b>Galda</b>	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.68
<b>Les</b>	\$ 22.87	\$ 23.32	\$ 23.79	\$ 24.27
<b>Mazur</b>	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.68
<b>McAlear</b>	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.68
<b>Mooradian</b>	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.68
<b>Moya</b>	\$ 29.12	\$ 29.70	\$ 30.29	\$ 30.90
<b>Newton</b>	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.68
<b>Raisch</b>	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.68

***\* Increase upon 1st anniversary***

Appendix II

**THIS AGREEMENT** ("Agreement") is made this 22nd day of February, 2021, between **THE BOARD OF TRUSTEES OF THE BOROUGH OF RAMSEY FREE PUBLIC LIBRARY**, a municipal corporation in the County of Bergen and State of New Jersey with offices located at 30 Wyckoff Avenue, Ramsey, New Jersey (hereinafter referred to as the "Board") and **UNITED PUBLIC SERVICE EMPLOYEES UNION RAMSEY LIBRARY EMPLOYEES**, with offices located at 3555 Veterans Highway, Suite H, Ronkonkoma, New York (hereinafter referred to as the "Union").

**WHEREFORE**, on the 21<sup>st</sup> day of June, 2019, the Borough of Ramsey Free Public Library, a municipal corporation in the County of Bergen and State of New Jersey and the United Public Service Employees Union Ramsey Library Employees, entered into an agreement representing the complete and final understanding on all bargainable issues between the Board and the Union; and

**WHEREFORE**, said agreement is to expire on December 31, 2020; and

**WHEREFORE**, the Parties desire to extend the current agreement collectively negotiated agreement for one (1) year to December 31, 2021.

**NOW, THEREFORE, BE IT AGREED** by the Parties

- 1) The Parties Collectively Negotiated Agreement due to expire on December 31, 2020 be and hereby is extended one (1) year to December 31, 2021.
- 2) The salaries and salary step guides will remain at 2020 levels with no increase.
- 3) Employee health insurance contributions shall remain at 2020 levels assuming no change in plan or coverage level. If an employee elects to change health plan or coverage levels for 2021, said employee's contribution will be based upon the 2021 plan and coverage costs.

4) This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2021.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals at the Borough of Ramsey, New Jersey on this 22<sup>nd</sup> day of February, 2021.

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

By: [Signature]  
Anissa Martin, President

By: [Signature]  
Deirdre Dillon, Mayor

UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
RAMSEY LIBRARY EMPLOYEES

By: [Signature]  
Kevin E. Boyle, Jr., President

By: [Signature] 2/22/21  
Mark McCart  
Labor Relations Representative

By: [Signature] 1/8/2021  
Shop Steward

By: [Signature] 1/8/2021  
Shop Steward

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_