

COLLECTIVE BARGAINING AGREEMENT

Between

LEONIA PUBLIC LIBRARY

And

**LOCAL 108
RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
UFCW**

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EFFECTIVE DATE: January 1, 2012

EXPIRATION DATE: December 31, 2014

EMPLOYER CODE: LEOLI

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THIS AGREEMENT is entered into this day of _____ by and between the Leonia Public Library, County of Bergen, State of New Jersey, hereinafter called the "Library" and the Local 108 Public Employee Division, RWDSU, UFCW, AFL-CIO, CLC, hereinafter called the "Union".

WITNESSETH

WHEAREAS,

- A: The Library has recognized, pursuant to NJSA 34:13-A et seq., the Union as the representative of employees hereinafter designated with respect to the terms and conditions of employment.
- B: The parties entered into an Agreement dated _____, the term of which was from January 1, 2012 to December 31, 2013 or until termination upon the mutual conclusion of a new Agreement; and
- C: The parties have mutually agreed upon changes to that original Agreement and 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:

I. TERM

"The term of this Agreement shall be a Three (3) Year Contract covering years, 2012, 2013 and 2014. In the event that the parties do not enter into a new Agreement by December 31, 2014 then this Agreement shall continue in full force and effect indefinitely, subject to being terminated upon mutual agreement of a new contract."

II. RECOGNITION

The Library affirms its recognition of the Union as the exclusive representative for collective negotiation concerning the employees (20 or more hours per week) employed by the Library Board of Trustees of the Borough of Leonia, including the following titles: Information Technology Specialist, Library Assistant I, Library Assistants II, Library Assistant III and Custodian.

Excluded are: The Children's Librarian, Library Director, Assistant Library Director, Administrative Assistant, Bookkeeper and all other supervisory employees, managerial executives, confidential employees and casual employees defined for purposes herein as those employees regularly working less than 20 hours per week. Also excluded from the provisions of this Agreement are probationary employees and those employed on a temporary or seasonal basis.

III. UNION DUES

- A. Pursuant to NJS 52:14-15.9 (e), as amended, the Library agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the Library in writing to do so. Deductions shall be made from either the first or second pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth (10th) day of the month following deduction. The Library agrees to furnish the Union upon request, monthly, with a list of newly hired employees and terminated employees. The Union will advise the Library in writing of the amount of the initiation fees and monthly dues.
- B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, effective July 1, 1980, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments, and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.
- C. The Union will indemnify and save harmless the Library Board of Trustees and the Borough of Leonia against any action, claims, demands, or liabilities resulting from any suit or action instituted as a result of the agency shop established pursuant to Subsection B. The Union shall reimburse the Board and Borough for all costs, including reasonable attorney's fees, incurred in defense of the Borough.

IV. GRIEVANCE PROCEDURE

A. DEFINITIONS:

The term "grievance" as used herein means any controversy arising or the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual union employee, a group of unit employees, or the Union at the request of any such individual or group (hereinafter referred to as the "Grievant").

B. PURPOSE:

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein, and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relieve and shall stop the Grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE:

1. Step One: IMMEDIATE SUPERVISOR

- a) A Grievant must file his/her grievance in writing with the immediate Supervisor within five (5) days of the occurrence of the matter complained of.
- b) The written grievance must identify the Grievant by name(s) and be signed by him/her (them) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all authorized representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the Grievant intends to present, and the specific contract provision(s), if any, forming the basis of

Step the grievance, and must set forth the remedy sought by the Grievant.

- c) Once the grievance comporting with all the foregoing requirements is timely filled, the immediate Supervisor shall investigate the grievance and render a written response, which shall be given to the Grievant within (10) days from receipt of the grievance.

2. **Step Two:** **LIBRARY DIRECTOR**

In the event the grievance is not resolved to the Grievant's satisfaction at Step One, or in the event the immediate Supervisor has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the Grievant may present the written grievance and any written response(s) received at Step One to the Library Director, or his/her designee. Upon receipt of the grievance by the Library Director, the procedures set forth in Step One shall be followed, except that the parties shall meet within ten (10) days of the presentation of the grievance to the Library Director, or designee, and the Library Director, or designee shall have ten (10) days thereafter to respond in writing.

3. **Step Three:** **BOARD OF TRUSTEES**

In the event the grievance is not resolved to the Grievant's satisfaction at Step Two, or in the event the Library Director or designee has not served a timely written response at Step Two, then within five (5) days after the response date set forth in Step Two, the Grievant may present the written grievance and any written response(s) received at Step Two to the Board of Trustees, or a Committee thereof. Upon receipt of the grievance, by the Board of Trustees, or Committee thereof, the procedures set forth in Step Two shall be followed, except that the meeting date period shall be fifteen (15) days and the response period shall be no later than ten (10) days after the next regularly scheduled Board Meeting. The Board Committee shall be empowered to answer grievances on behalf of the Board at any time prior to the next regularly scheduled Board Meeting.

4. **Step Four: ARBITRATION**

- a) If the grievance involves the express written terms of this Agreement only and if it remains unsettled, then the Union may, within fifteen (15) days after the reply of the Board of Trustees or Committee thereof is due, by written notice to the Employer, proceed to binding arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and the Employer shall mutually agree upon a longer time period within which to adjust such demand.
 - b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.
 - c) It is expressly understood that the arbitrator may not modify, add to, or subtract from this Agreement in any way whatsoever. The arbitrator must provide, to the parties, a written award containing his findings of fact and conclusions of law, within thirty (30) days from the close of the hearings. In the event hearings have been waived, he shall submit his award within thirty (30) days from the submission of all of the evidence.
 - d) In no event shall any arbitration proceeding take place before thirty (30) days from the final decision of the Board of Trustees.
 - e) The costs of the arbitrator shall be split equally between the two (2) parties; all other expenses attendant to any arbitration proceeding shall be borne by the party incurring same.
- D. Time limits may only be extended by mutual agreement of the parties in writing.

- E. Time limits shall be construed as maximums and the parties are free to meet all time obligations prior to these maximum amounts.
- F. In the case of all grievances that do not relate to the express terms of this Agreement, the decision of Step Three of the Board of Trustees shall be final and binding upon the parties.

V. SENIORITY

- A. All newly hired employees shall be considered as probationary employees for the first six (6) months of service. Upon completion of the probationary period, such employees' seniority shall date from their original date of hiring.

When employees are laid off, employees in each classification with the longest service shall be laid off last and rehired first. All such layoffs shall be based upon the classification of the seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid off. No new employees shall be hired until all laid-off employees shall first have been recalled.

- B. A newly hired employee who previously worked with the Library, but who was terminated or resigned for any reason shall be considered a new employee and all calculations of benefits based on seniority shall be from the date of last hire.
- C. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made permanent, in which case all benefits shall relate back to the time of the initial hiring.
- D. Probationary provisions of the Personnel Code of the Leonia Public Library (hereinafter LPL Code) shall be incorporated into this section.

VI. WAGES

A. **Wage Increases:**

2012	2.0% across the board
2013	2.0% across the board
2014	2.0% across the board

Wages will be retroactively applied.

In addition to the across the board increases, the following positions will be changed and given the following increases in salary:

The position *Head of Circulation* will now become *Circulation and Operations Manager* (Jane Rashdan) - \$3,500 to base salary as of 1/1/2012.

At the time that this Agreement is adopted, Jane Rashdan will no longer be eligible for union membership.

The position of *Information and Technology Specialist to Technology, Outreach, and Young Adult, Librarian* - \$1,500 to base salary as of 1/1/2012.

- B. An employee shall not be eligible for a salary increase until the first (1st) anniversary date following commencement of employment, on which date the employee shall receive, prospectively only, the most recent percentage increase received by employees as governed by the contract executed for the year in which such anniversary date is observed. For example, if an employee has an anniversary date of 1/1/90, that employee would receive the percentage increase as set forth in the contract for the period commencing 1/1/90.
- C. An employee who performs the complete and entire functions, duties and tasks for an employee in a higher classification for a period of thirty (30) consecutive working days or more shall be paid at a rate of the higher classification from the thirty-first (31st) day.

VII. LONGEVITY

In addition to the annual salary for the calendar year, an employee shall receive longevity payment of 1-1/2% of the base salary for each completed four (4) years of continuous service as a full-time or permanent part-time employee up to a maximum of 7-1/2%. Payment shall be retroactive to January 1, 1987, based on prior years of service.

Longevity shall be eliminated for employee hired after January 1, 1999. For all those hired prior to January 1, 1999, longevity will continue as above.

VIII. HOURS OF WORK AND OVERTIME

- A. The normal work day for Professional and Clerical Staff shall be seven (7) hours. The normal work week for Professional and Clerical Staff shall be thirty-five (35) hours. Any time worked between 35 and 40 hours shall be compensated either in compensatory time or in pay at the Library Director's option. If in pay, those hours between 35 and 40 will be compensated on a straight time basis. Specific schedules and hours shall be as scheduled by the Library from time to time.
- B. The normal work week for Maintenance Staff shall be forty (40) hours, spread over a six (6) day period. Specific schedules and hours shall be as scheduled by the Library from time to time.
- C. Overtime shall be payable based on 1-1/2 times the base rate and shall be paid only for authorized work in excess of forty (40) hours per week for all staff.
- D. All working time shall be properly recorded in accordance with Library Procedures.
- E. All employees shall work a reasonable amount of overtime when requested by the Library.
- F. The Library reserves the right to schedule or reschedule employees in accordance with its needs; this right specifically includes, but is not limited to, evenings, Saturdays and/or Sundays as normal work days.
- G. All meal breaks are taken on the employee's own time as scheduled by the Library.

H. Nothing herein shall guarantee employees any minimum work day or work week.

Evening and Weekend Work: Availability to work evenings and weekends is an essential part of all Library employee jobs. Saturday and evening work is to be expected in the Library profession and is required according to the needs of the Library.

Sunday and Holiday Pay: Effective January 1, 1989, the following rates of pay shall apply to Sunday and Holiday work. Preference shall be given to regular employees in the assignment of Sunday and Holiday work.

Employees who must work on Sunday, shall be paid at a rate of pay as determined by the Library Director which reflects a practice commonly utilized by Libraries in surrounding areas. Hours worked on Sundays and Holidays shall be based solely as set forth herein and the time-and-one-half (1-1/2) provision of Subsection C of Article VIII shall not be applicable to hours worked on Sundays.

Holiday Rates of Pay

Any employee required to work on a public holiday observed by the Library shall be paid at one-and-one half (1-1/2) times his/her base rate. As used herein, the term "public holiday" shall be defined in Article XIII of this Agreement.

IX. SAFETY

It is mutually recognized that safety is of major importance to both the Library and the Union.

A safety committee shall be established to work with management in helping to insure the utmost safety in the department.

X. VACATIONS

Non-professional employees shall receive the number of vacations days as of January 1, 2009 as set forth in the LPL Code:

0-5 years of continuous service -	15 business days (prorated by hire date in the first year of employment).
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6th year of employment and thereafter - One (1) additional business day per each full year of employment up to a maximum of 21 days.

Full-time professional employees shall receive 23 vacation days per year for the duration of their employment at the library. Part time professional union members shall have these days pro-rated based on the number of days per week they work.

XI. ABSENCES

A. SICK LEAVE:

1. Sick leave shall be applicable only to permanent employees.

2. **First (1st) Year of Service:**

One (1) working day of sick leave with pay for each month of service up to a maximum of ten (10) days.

3. **After the first (1st) year of service:**

Twelve (12) working days of sick leave with Pay in each calendar year thereafter.

4. In connection with unused sick leave, an employee shall have the right annually to choose one (1) of the following options regarding disposition of unused sick leave:

A. Following each full calendar year (i.e., from January 1 to December 31) of continuous employment, any employee who requires less than twelve (12) days of sick leave during a calendar year, may at his/her option be paid by January 15 of the following year for one-half (1/2) of the difference between twelve (12) days and the actual number of sick leave days taken at the regular daily rate. This option may not be changed after the end of the calendar year to apply to any preceding year. The unpaid portion of this difference shall accumulate to the employee's credit from year to year and such employee shall be entitled to such accumulated sick leave if and when needed.

- b) B. An employee may choose to accumulate unused sick leave up to a maximum of one hundred eighty (180) days, notwithstanding that the employee has not worked for the full preceding calendar year.
 - C. Credit for accumulated unused sick leave shall be given from January 1966. No employee, however, shall receive any credit in time off or payment from accumulated sick leave in the event of separation from municipal services for any reason. In no event shall the accumulated sick leave exceed one hundred eighty (180) days.
5. Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, non-service connected accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill and requiring the care or attendance of such employee, and excludes leave given for death in the family covered later in this Section.
 6. Every permanent employee who is entitled to sick leave shall furnish, whenever required, to the Employer a medical doctor's certificate certifying as to the illness involved and that said employee is incapable of performing his/her regular duties. The Employer reserves the right to have any employee examined by a physician designated by the Employer before being allowed to return to duty.
 7. In case of leave of absence due to contagious disease, a certificate from the Department of Health having jurisdiction shall be required.
 8. During protracted periods of illness or disability, the Employer may require weekly or bi-weekly interim reports on the condition of the patient from the attending physician or the physician designated by the Employer. When under medical care, employees are required and expected to conform to the instructions of the attending physician if they wish to qualify for salary payments during each such period of illness or disability.
 9. Sick leave with pay will not be allowed under the following conditions:
 - a) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.

- b) Three (3) consecutive days' sick leave, within any calendar week, without a doctor's certification.
- c) More than ten (10) days accumulated sick leave in an eight (8) month period, with a doctor's certification.

B. DEATH IN THE FAMILY

A regular full-time or permanent part-time employee, who is excused from work because of death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for up to three (3) regular working days for any period following such death. Time off, with pay, as provided in this Section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. "Immediate family" is defined to mean father, mother, wife or husband, domestic partner or partner in a civil union status, brother or sister, son or daughter, mother-in-law or father-in-law, grandchild, or any person regularly residing in the household of the employee, and any person designated as a legal guardian of the employee. In case of death in the employee's family, proof may be required by the Library Director.

The Library may receive proof of domestic partner or civil union status as allowable by law.

C. PERSONAL DAYS

Commencing on January 1, 1998, an employee shall receive three (3) personal days per annum, with pay.

D. MATERNITY LEAVE CLAUSE

The Library shall provide benefits to employees hereunder consistent with the provisions of the Federal Family and Medical Leave Act and New Jersey Family Leave Act, and as specifically set forth in the FMLA and NJFLA policy of the Borough of Leonia. The Library and Union recognize that such benefits shall be provided to Library employees despite the fact that the Library does not maintain a sufficient number of employees to be covered by either law.

The Library and Union also agree that this change shall not negatively impact upon Catherine Sandak in 2008. Such employee shall receive benefits as provided in the current Maternity Leave language. All future

leave shall, regardless of the employee's date of hire or status, shall be governed by the language set forth above.

XII. SPECIAL LEAVE

The present practice governing special leave for the Library employees is established by the LPL Code and shall apply here.

XIII. HOLIDAYS

- | | |
|--------------------------|--|
| 1. New Years Day | 8. Election Day |
| 2. Washington's Birthday | 9. Veteran's Day |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Memorial Day | 11. Day after Thanksgiving Day |
| 5. Independence Day | 12. Christmas Eve |
| 6. Labor Day | 13. Christmas Day |
| 7. Columbus Day | 14. Martin Luther King's Birthday |
| | 15. One half (1/2) Day Holiday for New Year's Eve. |

A holiday shall be granted for any other day proclaimed as a special holiday by the Library.

Employees who are assigned to work on any of the above-mentioned holidays shall be paid in accordance with the hourly rate for Holiday work as established in Article VIII of this Agreement.

If a holiday falls on a Sunday, it shall be granted on the following Monday. If a holiday falls on a Saturday, it shall be granted on the preceding Friday.

Early Closing on Thanksgiving – The Library agrees to close at 5:00 pm on the day before Thanksgiving. For employees whose regular work schedule requires them to work past 5:00 p.m. such employees may either be scheduled to work earlier in the day, or scheduled off without loss of pay at the discretion of the Library.

XIV. HEALTH BENEFIT CONTRIBUTIONS

Medical Benefits and Insurance Benefits

1. The Employer shall provide a dental insurance program for each Employee and his or her dependents, effective no later than January 1, 1990.
2. All employees covered by this agreement shall be required to contribute a portion of their salary toward the cost of their health care premium in accordance with New Jersey State Law, Chapter 78 (P.L. 2011).
3. Employees shall receive, during the term of this Agreement, such health insurance plan as shall be in effect at the time of the Agreement.
4. Should any collective bargaining unit in the Borough, exclusive of the Police Department, receive an eye care/eye glass insurance plan, the Board agrees to provide a substantially equivalent plan.
5. Upon execution of this Agreement which shall be defined as adoption by the Library Board of Trustees), all Library employees shall make a contribution to the cost of health care premiums at the rate of ten percent (10%) of the dependent children health care cost under the State Health Benefits Plan. (Dependent children as defined by the State Health Benefits Program).
6. The Library shall adopt a Section 125 Plan to allow Employee contributions on a pre-tax basis.
7. **Benefit Eligibility** For new hires only and only as not prohibited by law, eliminate eligibility for all contractual benefits (including but not limited to health and dental coverage, disability pay, retirement pay, longevity pay, overtime pay, holiday pay, vacation pay, sick pay, paid bereavement leave, personal days and pay related to injuries in the line of duty excluding workers' compensation benefits), to employees who regularly work less than 35 hours per week.

XV. JURY DUTY

Library employees shall be paid for jury service as required by the law.

XVI. GENERAL

- A. The terms and conditions contained herein shall supersede any contrary terms and conditions whether contained in ordinance or elsewhere but shall

not supersede any of the requirements or prescriptions of NJSA 34:13A-1 et seq. as amended and supplemented, all of which rights and prescriptions, to the extent required by law, shall govern the relationship of the parties and the construction of this Agreement.

- B. This document constitutes the sole and complete Agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.
- C. If any clause contained in this Agreement, is hereafter found to be illegal that clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.
- D. Errors in payment of wages shall be corrected during the week following discovery of the error, provided the employee has brought the error to the attention of the Library Director in writing in sufficient time for the error to be corrected.
- E. A permanent employee injured in the usual course of his employment and directly in line of duty shall receive full salary payments during his absence subject to the provisions, however, that:
 - 1. Such payment of salary shall not extend beyond a period equivalent to the total of one (1) week for each year of consecutive service of such employees computed from the date of last hire.
 - 2. Any employee who qualifies for payments under Workmen's Compensation benefits shall, during the period he/she is receiving such benefits, be entitled only to that portion of his full salary payments which, with the Workmen's Compensation payments, equals his/her normal salary, for the allowable period as aforesaid.
 - 3. Such absence shall not be charged against his/her sick leave. All other provisions regarding absences due to sickness or disability shall apply.

F. **UNION RELATED ACTIVITIES**

The duly designated Shop Steward or employee representative, or members of the negotiation team shall be entitled to payment during contract negotiations, or

mediation or grievances that occur on the Library premises during normal working hours. There shall be no pay in such instances where such activities occur after hours of employment.

XVII. MANAGEMENT OF THE LIBRARY'S AFFAIRS

It is recognized that the management of the Library government, the controls of its properties and the maintenance of order and efficiency, is solely a responsibility of the Library.

Accordingly, the Library retains the rights, including, but not limited to, the selection and direction of the working forces; including the right to hire, suspend or discharge for just cause, assignment, promotion or transfer, the determination of the amount of overtime to be worked, the relief of employees from duty because of lack of work or for other legitimate reasons; decision regarding the number and location of its facilities, etc., determination of the work to be performed within the unit, maintenance and repair, amount of supervision necessary machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be used to permanently change the present duty of the job classification.

However, the Union and the employees shall have the right to submit to grievance and arbitration any exercise of any of these rights which prejudice or deprive the Union, or any employee of any existing contract right or benefit.

XVIII. PAST PRACTICE

All previous practices related to the terms and conditions of employment not herein enumerated or modified shall continue in full force and effect.

XIX. PROMOTIONS AND FILLING OF OPENINGS

- A. The term "promotion" means the advancement of any employee to a higher paying position.
- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the

- development or establishment of a new job classification is created, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay, location of the job and the nature of the job requirements in order to qualify. Such posting shall usually be for a period of fifteen (15) working days whenever possible.
- C. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Library Director.
 - D. The Library may fill such job openings or vacancies (if it is determined that such jobs shall be filled) from among those employees who have applied, who meet the standards of the job requirements as determined by the Library, including ability, experience, qualifications, aptitude, attitude and general suitability.
 - E. If a promotion occurs and such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.
 - F. The Library retains the right at all times to fill a vacancy from outside the unit, or to allow the vacancy to remain unfilled. Employees of the Library shall be given preference, however.

XX. RETIREMENT

All employees enrolled in the Public Employees' Retirement System of the State of New Jersey are subject to the requirements and provisions of the plan.

The employee's contribution to the plan is deducted from the salary paid to such employee and remitted to the State of New Jersey as required and prescribed by Law.

The Employer's contribution for such employee is determined by, and subsequently remitted to, the State of New Jersey, in accordance with the provisions of Law.

Employees having completed the required number of years of service and having attained the specified age may want for retirement as provided by the plan.

Effective upon the date of execution, any active full-time member of the unit with twenty-five (25) years of service or more with the Library will receive continued

health care benefits excluding dental and disability coverage. The health care insurance shall be for the retired employee only, with the option to purchase spousal coverage if offered by the Health Provider at the retiree/spouse's expense. No retiree who retires from the Library after July 1, 2004 is eligible for reimbursement of Medicare Part B. Retirees who obtain employment after retiring from the Library and who subsequently are employed elsewhere and are offered major medical insurance by their new employer are obligated to avail themselves of coverage and notify the Library of said coverage. If the employment is terminated, coverage will be reinstated by the Library within 60 days.

Children's Library Assistant:

Any part-time employee hired prior to 1988 will receive upon retirement, Medical Coverage provided the employee worked twenty-five (25) hours or more per week continuously since that time.

XXI. ACCESS

An Authorized Officer or Representative of the Union shall have access during business hours for the purpose of participation in the adjustment of grievances and disputes, for investigation of matters herein described, covered by this Agreement and for the basic purpose of effectuating the principles and provisions contained in this Agreement. Such authorized Officer or Representative shall notify the Library in advance of his or her intention of exercising the right covered by this clause.

XXII. CONTINUED OPERATIONS

It is recognized that the need for continued and uninterrupted operation of the Library is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockout, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Library shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

XXIII. DISABILITY

"Effective January 1, 1996, the Library Board agrees to provide all covered employees with the municipal long-term disability income plan.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED THE HANDS AND SEALS THIS _____ DAY OF _____, 20 .

WITNESS: _____ LOCAL 108 PUBLIC EMPLOYEE DIVISION

[Signature]

Jay S. Powell D/A

WITNESS: _____ LEONIA PUBLIC LIBRARY

Elizabeth Alcutt

[Signature]

Ronald Acudzi