

## **PREAMBLE**

This Agreement made and entered into this 12<sup>th</sup> day of February, 2009 by and between:

The Board of Trustees of the Bergenfield Public Library, with an office at 50 West Clinton Avenue in the Borough of Bergenfield, County of Bergen and State of New Jersey (hereinafter called the "Board", the "Library" or the "Employer") and Local 1031 (Bergenfield Library Unit) of the Communications Workers of America, AFL-CIO, with an office at 84 Culver Road, Monmouth Junction, New Jersey (hereinafter called the "Union").

Whereas the Union is a recognized employee organization composed of certain employees working in the Bergenfield Public Library,

Whereas the Board herein has recognized the Union as the official bargaining agent for certain full-time and part-time employees working in the Bergenfield Public Library; and

Whereas the Board and the Union seek to promote harmonious relations between them and agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties do hereby agree as follows:

## **ARTICLE 1** **RECOGNITION**

The Board agrees to recognize the Union as the sole and exclusive representative for the collective negotiations unit which consists of all full-time and regularly employed part-time supervisory employees employed by the Bergenfield Public Library Board of Trustees, including but not limited to employees in these titles: Supervising Librarian, Principal Library Assistant/Supervisor, Supervising Library Assistant, and Maintenance Supervisor, but excluding all managerial executives, confidential employees, supervisory employees within the meaning of the Act, craft

employees, casual employees, classifications designated under other recognized and appropriate bargaining units, and all other employees employed by the Employer (hereinafter "Bergenfield Supervisory Bargaining Unit").

If the Employer adds new job titles that are clearly not managerial, supervisory within the meaning of the Act, or confidential, it agrees that within thirty (30) days, it will:

1. Notify the Union of the new job title;
2. Give a copy of any job specification for the new job title to the Union; and
3. Advise the Union of the proposed hours of work, wages and other pertinent items and conditions of employment established for the title.

Whenever an employee is removed from the Bergenfield Supervisory Bargaining Unit due to the confidential nature of his/her work or due to his/her promotion into an excluded position, the Board will provide written notification to the Union within thirty (30) days of removal. Whenever an employee in the Bergenfield Supervisory Bargaining Unit leaves the Union, the Union will provide written notification to the Board within thirty (30) days of such leaving.

## **ARTICLE 2**

### **DUES CHECK OFF AND AGENCY FEE**

#### **A. Dues Check Off**

Upon receipt of a properly written and signed authorization from the employee in the Bergenfield Bargaining Unit or the Bergenfield Supervisory Bargaining Unit, the Employer shall deduct Union dues in the amount of 1.15% of the employee's gross pay, or such other amount as may be certified by the Union to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is to be remitted by the Employer. The Employer shall remit the dues to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington, DC 20001-2797. Said remittance shall be made by the 10<sup>th</sup> day of the month following the calendar month in which such deductions are made along with a list of the names, titles,

and salaries of those from whom such deductions were made. A copy of the list shall also be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey 08852.

**B. Agency Fee**

The Board further agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a signed written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an agency fee in accordance with Public Law 1979, Chapter 477 (N.J.S.A. § 34:13(a)-5.5., *et seq.*) in an amount certified to the Board by the Union, but shall not exceed eighty-five percent (85%) of the monthly Union dues as computed in Paragraph A of this Article, commencing with the 30<sup>th</sup> day of employment. This representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Board.

**C. Hold Harmless**

The Union agrees to indemnify and hold the Employer harmless against any and all causes of action, claims, suits, orders, judgments, or other issues asserted against the Employer or the Union under the provisions of this Article of the Agreement and for any attorneys' fees and costs incurred by the Employer in connection with any such cause of action, claim, suit, order or judgment that may be filed.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey, and the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Bergenfield Public Library and its properties and facilities and the activities of its employees;
- B. To carry out the statutory mandate and goals of a public library, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible;
- C. To manage, hire, promote, transfer, assign, reassign, schedule or retain employees, and in that regard establish work rules in accordance with statutes, and subject to the provisions of law, to determine employee qualifications and conditions for continued employment or assignment and schedules of work;
- D. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law, or to lay off employees in the event of a lack of work or funds or under conditions where continuation of such work would be inefficient; and
- E. Except as specifically otherwise provided in this Agreement, all rights, powers and authority not specifically restricted by this Agreement are retained and remain exclusively and without limitation within the right of management. The Union, on behalf of the employees, recognizes that the primary obligation of the Bergenfield Public Library is to serve the public. Consequently, the Union and the Board agree to cooperate to mutually attain and maintain full efficiency and maximum service.

#### **ARTICLE 4**

#### **NO STRIKE – NO LOCKOUT**

Neither the Union nor any of its members shall engage in, cause, assist or encourage a job action, strike, work stoppage, sit-down, slow-down, sick call action, boycott, picketing of any of the Employer's places of business, or any other form of

interference with Library operations during the term of this Agreement. Inciting, inducing or participating in any such activity shall constitute cause for suspension, discharge and/or any other appropriate discipline as determined by the Board. The Union agrees to discourage and take whatever steps are necessary to prevent or terminate any strike, work stoppage, slow-down, walk-out, sit-down, picketing (with the exception of informational/non-job action picketing, which shall be done on non-work time and which shall not interfere with the operation of the Library), or other job action against the Bergenfield Public Library.

The Bergenfield Public Library will not engage in any lockout of employees covered by this Agreement during the term thereof.

## **ARTICLE 5**

### **UNION RIGHTS**

#### **A. Union Activities**

1. The Union will advise the Board in writing of the names of any shop stewards and the terms for which they are to serve as such at the Bergenfield Public Library.
2. The Union shall advise the Board in writing of the names of its representatives who will negotiate any agreement with the Board.
3. Members of the Union who are elected by the Union to negotiate with management shall not be granted time off with pay or compensatory time unless negotiations with management are mutually scheduled during hours when the members are scheduled to work.
4. Employees shall have the right for a steward to be present during any meeting which the employee believes may result in his/her discipline.
5. No reprisals shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure set forth herein.
6. The Union will be permitted to hold meetings as approved by the Library Director in the Bergenfield Public Library during normal Library hours to be attended by Union members on non-work time. Said meetings shall

comply with all rules and regulations of the Library. Union stewards and members shall also have the right to distribute written materials relating to Union matters and to discuss Union matters with employees on non-work time.

**B. Bulletin Board**

The Employer shall furnish space for a Union bulletin board in an area not open to the general public.

**ARTICLE 6**  
**DISCIPLINE AND GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of his/her department or management. If such discussion involves a matter covered by the definition of a grievance, the Union shall be advised of the adjustment of the issue.

**B. Discipline**

Employees may only be disciplined for just cause. Discipline includes termination, suspension, demotion, and transfer. Scheduling work hours and days shall not be considered discipline unless done in retaliation or punishment for permitted conduct. All disciplinary measures are subject to the Grievance Procedure set forth below.

**C. Grievance Procedure**

The term "grievance" shall mean a complaint by an employee or employees that there has been a violation, misinterpretation or incorrect

application of any of the provisions of this Agreement or of Library policies or practices that affect the terms and conditions of employment of employees covered by this Agreement. Solely for purposes of Article 6 of this agreement, the term “working days” shall mean Monday through Friday. Employees who serve as witnesses during a grievance hearing shall be able to do so without loss of pay for the time actually spent as a witness and should not be penalized in any way for such service.

1. Step One: A grievance shall be raised within seven (7) working days after the occurrence of the grievance or within seven (7) 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 his/her immediate supervisor or department head. Failure by the grievant to act within seven (7) days shall be deemed to constitute an abandonment of the grievance by the grievant.
2. Step Two: In the event the grievance is not resolved within seven (7) working days of its submission to the grievant’s immediate supervisor or department head, the grievance may be submitted by the grievant in writing within seven (7) working days thereafter to the Library Director. The written grievance shall be submitted on a Grievance Form maintained by the Library Director (a copy of which is annexed hereto as Appendix 1) and shall clearly, concisely and thoroughly set forth the position of the grievant or the Union, and, at the request of either party, a discussion with the Library Director may ensue in an attempt to resolve the grievance. If not resolved by discussion with the Library Director, the Library Director shall answer the grievance within twelve (12) working days after receipt of the written grievance, setting forth the position of the Employer. In the event the grievant or the Union does not submit a written grievance within the time set forth in this Step Two, the grievance shall be deemed abandoned.
3. Step Three: In the event that the grievance is not resolved at Step Two, within seven (7) working days of the receipt of a written response from the

Library Director, or of the time limitation for response by the Library Director when no response is received, the grievant may present the grievance in writing to the Library Board of Trustees or, at the Board's option, to a Grievance Committee comprised of at least three (3) members of the Board, for consideration at the next regularly scheduled Board meeting or within thirty (30) days of the Board's receipt of the grievance, whichever is shorter. The final decision of the Library Board of Trustees or the Grievance Committee shall be given within twenty (20) working days after the Board meeting when the grievance is considered or is otherwise considered. Failure to submit the grievance to the Board within the time frame set forth in Step Three shall be deemed an abandonment of that grievance.

4. Step Four: Mediation. If the grievance is not resolved at Step Three, or the Board does not issue a decision within the time frame set forth in Step Three, the grievance may, within twenty (20) working days, be moved to the State Board of Mediation where an appointed mediator will hear the issues and render a non-binding recommendation. Failure to move the grievance to the State Board of Mediation within twenty (20) working days shall be deemed an abandonment of that grievance.
5. Step Five: If the grievance is not resolved through Steps One, Two, Three or Four, either party may refer the matter to the State Board of Mediation, within twenty (20) working days after the recommendation of the mediator in Step Four is issued, for binding arbitration of any dispute concerning imposition of reprimands and discipline, or for non-binding arbitration for all other disputes under this Agreement. Said request may be made only when the grievance alleges a specific violation of the Agreement, as detailed in Section C of this Article. All other grievances end with the decision of the Library Board of Trustees.

An arbitrator shall be selected pursuant to the rules and procedures of the State Board of Mediation. Different claims of individual Union Members may not be joined together in a single arbitration unless the

Board and the Union agree in writing. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates this Agreement. He/she shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she in any case have the power to rule on any issue or dispute not included in the definition of a grievance as contained in this article.

The arbitrator may prescribe an appropriate back pay remedy if applicable when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority.

The decision or award of the arbitrator with respect to issues concerning imposition of reprimands and discipline shall be final and binding on the Employer, the Union, and the grievant or grievants. The decision of the arbitrator with respect to all other disputes under this Agreement shall be non-binding.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

Failure to refer the grievance to the State Board of Mediation for arbitration within twenty (20) working days after a recommendation by a mediator is issued shall be deemed an abandonment of that grievance.

**ARTICLE 7**

**COMPENSATION**

There shall be wage increases for all full-time Senior Library Assistants as follows:

July 1, 2008	3 ¼% increase;
July 1, 2009	3% increase; and
July 1, 2010	3% increase.

There shall be wage increases for all other full-time employees as follows:

July 1, 2008	3% increase;
July 1, 2009	3% increase; and
July 1, 2010	3% increase.

There shall be wage increases for all part-time Librarians and part-time Library Assistants as follows:

July 1, 2008	3% increase;
July 1, 2009	3% increase; and
July 1, 2010	3% increase.

There shall be wage increases for all Library Pages as follows:

July 1, 2008	3% increase;
July 1, 2009	3% increase; and
July 1, 2010	3% increase.

For employees hired prior to January 1, 2008, longevity compensation is frozen at current levels as of July 1, 2008 and will be added to and become a permanent part of base pay thereafter. There will be no further longevity pay as it will now be deemed base pay and there will be no future percentage increases upon reaching benchmark years of employment which in the past increased the percentage of longevity pay.

For employees hired after January 1, 2008, there will be no longevity compensation.

## **ARTICLE 8**

### **HOURS OF WORK**

The standard work week, including nights and weekends, for full-time employees is thirty-five (35) hours. A part-time employee is defined as anyone who works less than a regular thirty-five (35) hour work week. The Library Director shall be responsible to set the employees' work schedules. The Library Director will make every effort to permit flexibility when schedule adjustments are requested or desirable.

All hours worked in excess of thirty-five (35) up to and including forty (40) in a pay week shall be paid in hour for hour compensatory time off. All hours worked beyond forty (40) in a pay week will be paid in compensatory time off at the rate of one and one half (1½) hours for each hour worked in excess of forty (40). The Library Director must approve all work in excess of thirty-five (35) hours a work week prior to such work, it being the intent of the parties to keep hours worked in excess of thirty-five (35) per week to a minimum and only used as an emergency, temporary solution. Compensatory time off acquired for hours worked in excess of thirty-five (35) in a work week should be taken to reduce the employee's subsequent work weeks as soon as possible within the scheduling needs of the Library. Except when authorized by the Library Director, compensatory time off must be taken in the calendar year it is acquired. Compensatory time off shall lapse unless used during the calendar year it is earned, unless the Library Director extends it for good cause or for scheduling needs of the Library.

#### **A. Meal Periods**

All full-time employees shall have one (1) hour for lunch when working the day shift and one and one-quarter (1 ¼) hours for dinner when working the late shift. The one (1) hour for lunch when working the day shift and one (1) hour of the dinner period when working the late shift are not included in the hours worked per day/week.

**B. Breaks**

Full-time employees who work the day shift shall have two (2) fifteen (15) minute breaks, with one (1) to be taken in the morning and the other to be taken in the afternoon.

Part-time employees shall have two (2) fifteen (15) minute breaks during each seven (7) hours of work, or one (1) fifteen (15) minute break for each three and one-half (3½) hours of work per day.

Full-time employees who work the late shift shall have one (1) fifteen (15) minute break in addition to the one and one-quarter (1 ¼) hours meal period for dinner.

**C. Sunday Work**

Employees who work on Sunday shall receive one and one half hours of compensatory time off for each hour worked on such Sunday. The compensatory time off earned for work on a Sunday must be used to reduce the employees' work week either during the week in which the employee worked on Sunday or the immediate subsequent week, at the discretion of the Library Director, unless extended by the Library Director or Board for benefit of the Library.

**ARTICLE 9**

**HOLIDAYS**

All full-time employees shall have the following paid holidays on which the Library will be closed:

- |                               |                  |
|-------------------------------|------------------|
| New Year's Eve                | Labor Day        |
| New Year's Day                | Columbus Day     |
| Martin Luther King's Birthday | Veterans Day     |
| President's Day               | Thanksgiving Day |
| Good Friday                   | Christmas Eve    |
| Memorial Day                  | Christmas Day    |
| Independence Day              |                  |

The following are holidays on which the Bergenfield Public Library will remain open and for which no additional compensation will be paid:

Lincoln's Birthday

Election Day

Full-time employees shall be entitled to one (1) floating holiday for working on Lincoln's Birthday and/or one (1) floating holiday for working on Election Day. Said floating holidays must be taken in the calendar year in which they accrue and may be scheduled subject to the approval of the Library Director. Full-time employees whose regularly scheduled work week does not include Lincoln's Birthday or Election Day shall receive one (1) floating holiday in compensatory time for each such day not included in the employee's regularly scheduled work week, to be taken in accordance with the provisions of this Article.

Part-time employees hired prior to January 1, 2005 shall receive those holiday benefits set forth above on a pro-rated basis.

Employees required to work on a holiday when the Library is closed shall be paid in compensatory time off at the rate of one and one half (1 ½) hours for each hour worked. The Library Director must be advised of the accrual of such compensatory time off in the pay period in which the work was performed. Compensatory time off acquired for hours worked on a holiday when the Library is closed should be taken to reduce the employee's subsequent work weeks as soon as possible within the scheduling needs of the Library. Except when authorized by the Library Director, such compensatory time off must be taken in the calendar year it is acquired and shall lapse if not used therein unless the Library Director extends it for good cause or for the scheduling needs of the Library.

The Bergenfield Public Library will also be closed on the Saturdays and Sundays of Memorial Day and Labor Day weekends, as well as Easter Sunday, which Saturdays and Sundays are not paid holidays.

**ARTICLE 10**

**VACATION**

Full-time professional employees are entitled to the following vacation time with pay:

- 0 - 1 year of service ..... 1 ¾ working days for each month of service
- 1 – End of service years ..... 22 working days

Full-time non-professional employees hired prior to January 1, 2008 are entitled to the following vacation time with pay:

- 0 - 5 years of service ..... 12 working days, except during the first year of service, 6 working days upon completion of the first 6 months of service
- 6 years – 10 years ..... 15 working days
- 11 years – End of service years ..... 22 working days

Full-time non-professional employees hired after January 1, 2008 are entitled to the following vacation time with pay:

- 0 - 1 year service ..... 1 working day for each month of service
- 1 - 5 years of service ..... 12 working days
- 6 -10 years of service ..... 15 working days
- 11 -15 years of service ..... 18 working days
- 16 - 20 years of service ..... 21 working days
- 20 - 24 years of service ..... 25 working days

- A. Selection of dates of vacation within a department shall be by seniority. The number of employees allowed off on vacation within a department at any time shall be determined by the department head.
- B. Vacation days shall vest as earned. Vacation time, as determined by the employee's anniversary date may be taken in full at any time in the year, provided that such employee shall reimburse the Board for any unearned vacation time, pro-rata, if he/she leaves the employ of the Bergenfield Public Library during the year said vacation is taken, other than due to complete and total disability, retirement or death. Religious holidays maybe taken as a vacation day or a personal day. Earned but unused vacation time not to exceed two (2) years of accrued vacation days shall be paid, pro-rata to an employee, or his legal representative, upon his/her complete and total disability, retirement or death.
- C. Earned and accrued vacation days that accrue in excess of the amount of vacation days that can accrue in total during a two (2) year period may not be accumulated or banked during employment. Unused vacation days in excess of those accrued in a two (2) year period shall lapse, except for those vacation days that were previously earned and accrued prior to July 1, 2008.
- D. Part-time employees shall receive proportionate vacation time in accordance with the applicable foregoing provisions of this Article based on the number of hours worked during a regular work week.
- E. Vacation pay for part-time employees shall be based on the regular hourly compensation received by the employee during his/her regular work week.

## **ARTICLE 11**

### **SICK LEAVE**

Full-time employees are entitled to time off with pay as set forth below when incapacitated either through personal illness or disabling injury. Sick time may also be granted for medical, dental or optical appointments, and for illness in the immediate

family that requires the employee's personal care. Immediate family is defined herein as parent, step-parent, grandparent, spouse, spouse's parent, child, step-child, grandchild and sibling or person residing in the employee's household.

During the first calendar year of employment, a full-time employee accrues one and one-quarter (1¼) sick days for every full calendar month of work. Thereafter the employee is credited with fifteen (15) sick days per year each January 1.

Part-time employees will receive paid sick time pro-rated to the number of hours for which they are budgeted to work per week. Sick pay for part-time employees shall be based on the regular hourly compensation received by the employee during his/her regular work week. Part-time employees who lose time due to sickness, bereavement or other valid reasons under the terms of this Agreement, may make up such lost time with the approval of the Department Supervisor in consultation with and as scheduled by the Library Director.

Unused sick leave days may not be carried forward for pay upon termination, retirement or otherwise. Unused sick leave at the time of termination, retirement, resignation, complete and total disability or other cessation of employment shall lapse.

Employees may be required to provide a doctor's note to obtain benefits under this Article on those occasions where the employee is out of work for three (3) consecutive days or at any time when there is a question of sick leave abuse.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

Full-time employees are entitled to up to three (3) working days leave with pay to attend to a death in the immediate family (as defined in Article 11 Sick Leave). Employees may use previously accrued vacation or personal days to extend the leave if necessary with the approval of the Library Director.

Part-time employees are entitled to time off without loss of pay pro rata based on his/her regular work schedule.

Bereavement leave of one (1) day will be granted to attend funeral services for an aunt, uncle, niece, nephew, or cousin of the employee or that employee's spouse.

Employees may be required to produce proof of death and relationship to obtain benefits under this Article.

### **ARTICLE 13**

#### **PERSONAL DAYS**

Full-time employees with one (1) complete year of service shall be entitled to three (3) personal leave days each year. Personal days should be requested from the Library Director at least three (3) days in advance, but may be used without prior notice in case of emergency. Personal days may be taken as full or half days. Unused personal leave days shall be converted at the end of the year to additional sick leave.

Part-time employees hired prior to 1982 and in continuous service with the Library shall be entitled to proportionate personal leave time.

### **ARTICLE 14**

#### **JURY DUTY AND COURT APPEARANCES**

All full-time employees absent because of jury duty shall be compensated at their regular pay for a period of jury duty not to exceed three (3) consecutive weeks. Part-time employees will be granted time off without loss of pay pro rata based on their regular work schedules. Jury pay, except for travel allowance, will be transferred to the Board. Employees shall notify the Employer within two (2) working days of the receipt of a summons of jury duty. Employees must produce the summons notice for jury duty in order to receive benefits under this Article. Employees are not required to report back for work on any day in which Court is attended for jury duty.

Any employee required to appear in court on matters relating to the Bergenfield Public Library will be considered performing normal working Library duty for the time spent in court on the matter.

## **ARTICLE 15**

### **FAMILY MEDICAL LEAVE**

Leaves of absence qualifying under the State Family Leave Act or the Federal Family and Medical Leave Act shall be administered in accordance with applicable statutes and regulations. Consistent with such statutory and regulatory requirements, health and life insurance premiums, where and if applicable, may be paid by the employee to maintain coverage during such period(s).

## **ARTICLE 16**

### **MILITARY LEAVE**

Any employee who is a member of a Reserve Unit of the United States Armed Forces is granted paid leave for his or her annual period of active duty. The Board will provide military leave as required by law and N.J.S.A. § 38A:4-4. A differential will be paid if military pay is less than pay as a Board employee.

## **ARTICLE 17**

### **HEALTH INSURANCE**

Bergenfield Public Library full-time employees are eligible to participate in the New Jersey State Direct 10 plan plus prescription plan (not a separate prescription plan)

and the Delta Dental Plan. Commencing on July 1, 2009, employees shall contribute one and one-quarter percent (1 ¼%) of annual base salary for the coverage they had elected for 2009 and one and one-quarter percent (1 ¼%) of annual base salary for the coverage they elect for 2010.

Effective 2008, health benefits are granted only to employees working at least thirty-five (35) hours per week.

Any employee eligible for health insurance benefits in accordance with this Article who waives coverage hereunder, including prescription plan, and who is covered by a plan provided to the employee's spouse or domestic partner will be paid one-half (½) the premium for a single person coverage for the least expensive health insurance plan offered by the Bergenfield Library to its employees for each year during which the waiver is in effect. If the waiver is in effect for only part of a year, the payment will be pro rated.

Effective 2008, for new hires, health benefits are granted in accordance with this Article for the individual employee only. In the event the individual employee requests family coverage or dependant care coverage permitted under the terms of the Direct 10 plan, the employee shall, in addition to his/her contribution of annual base salary towards the cost of the coverage as set forth herein, contribute either an additional ten percent (10%) of the additional premium charged to provide such coverage to the employee's family and/or dependants, or one and one-half percent (1 ½%) of annual base pay, whichever is less.

After twenty-five (25) years of continuous full-time employment by the Library, all health benefits provided in accordance with this Article 17 shall be continued for individual retired full-time employees until the retired employee qualifies for Medicare or reaches Medicare qualifying age or until the retired employee is again employed by any source, whichever shall occur first, after which any health benefits provided through the Library shall be secondary and Medicare shall be the primary provider.

## **ARTICLE 18**

### **UNPAID LEAVE OF ABSENCE**

A. A permanent full-time employee may request a personal leave of absence without pay for good cause and for reasons satisfactory to the Board for a period not to exceed six (6) months. Such unpaid leave may be granted with the approval of the Library Director, subject to scheduling needs, and at the discretion of the Board.

B. Such unpaid leave of absence may be extended for good cause for an additional period not to exceed six (6) months upon the request of the employee and it may be granted for reasons deemed proper and satisfactory by the Library Director, subject to scheduling needs, and at the discretion of the Board.

C. Such unpaid leave of absence may be granted with the understanding that the employee intends to return to his/her Library duties. If an employee fails to return within five (5) consecutive working days after the expiration of the leave without notification and approval by the Board, the employee may be considered to have resigned not in good standing.

D. The Board reserves the right to revoke such leave of absence for emergency reasons upon written notice of five (5) working days to the employee.

E. All decisions of the Employer regarding leaves of absence shall be discretionary.

F. At the expiration of such unpaid leave of absence, the employee shall be returned to the position from which he/she was on unpaid leave and shall be entitled to all increases in the rate of pay granted during his/her leave from his/her title. However, there shall be no retroactive pay resulting from this Article.

G. Employees on leave without pay do not accrue sick time and vacation time where applicable.

H. An employee on approved unpaid leave shall be responsible to pay for all expenses for all of his or her health benefits, including medical coverage, prescription plan and dental coverage during all periods of unpaid leave.

I. Denial of any request for unpaid leave of absence by an employee shall not be the subject of a grievance.

## **ARTICLE 19**

### **JOB DESCRIPTIONS**

The Board shall prepare job descriptions for titles and positions covered by this Agreement and shall make such descriptions available to current employees, to new hires, and the Union.

The Board shall make any changes in such job descriptions available to current employees, to new hires and to the Union.

## **ARTICLE 20**

### **PERSONNEL FILES**

Each employee may review the contents of his/her personnel file in the presence of the Library Director or his/her designee provided reasonable notice of not more than three (3) days has been given by the employee to the Library Director. A Union representative may accompany the employee while he/she reviews the file.

The employee shall have the right to respond to any document in his/her personnel file within thirty (30) days of receipt by the employee of such document. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.

Employees shall be given a copy of all documents which are to be included in their personnel file and shall be given an opportunity to initial each such document.

## **ARTICLE 21**

### **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 the cases of layoffs, recalls and promotions. Other factors for consideration will be the 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 to work more than five (5) working days following the conclusion of a recognized leave of absence, or discharge for cause.

## **ARTICLE 22**

### **HEALTH EXAMINATION**

The Library Director may require a physical examination for all new employees and the usual and customary expense of same shall be borne by the Board.

## **ARTICLE 23**

### **HEALTH AND SAFETY**

The Employer agrees to remedy any violation of the Borough of Bergenfield health codes, PEOSHA regulations or the New Jersey Indoor Air Quality Standards that

may exist in the Library. When such violation necessitates closing, the Library will not reopen until the appropriate agency declares the Library to be safe. If employees are required to vacate the premises because of unhealthy or unsafe conditions, they shall not suffer any loss of pay.

### **Closing**

If a decision is made by the Library Director, Assistant Director, or Person-in-Charge not to open the building because of extreme weather conditions, because of some other emergency which warrants keeping the building closed, or if the Governor of the State of New Jersey declares a snow emergency affecting Bergenfield, staff will be paid for their hours, as scheduled. Part-time staff will be asked to make up those hours for which they have been paid. Effort should be made to reschedule make-up hours at a mutually convenient time within the same or next pay period.

### **Delayed Opening**

If a decision is made by the Library Director, Assistant Director, or Person-in-Charge to call a delayed opening, staff who report to work will be paid, as scheduled.

### **Early Closing**

If a decision is made by the Library Director, Assistant Director, or Person-in-Charge to call an early closing, all full-time staff will be paid for all hours scheduled to work that day.

Part-time staff whose regularly scheduled hours occur before a delayed opening or after an early closing will be paid for those hours, but will be asked to make up those hours for which they have been paid. Effort should be made to reschedule make-up hours in consultation with the Department Head or Library Director at a mutually convenient time within the same or next pay period.

### **Early Closings and Leave Time**

There is no leave time given for an emergency closing, whether it is a delayed opening, early closing or decision not to open the library. If an emergency occurs while an employee is on a scheduled leave (vacation, holiday, personal time, bereavement, compensatory time or day off) and the Library is closed, the employee, full-time or part-time, is not entitled to additional paid time off.

If an employee calls in sick or otherwise notifies the Library that she or he has made the decision not to come to work before the Library Director or Person-in-Charge decides on a late opening or an early closing, the hours missed will be recorded as an absence. Any staff person who decides to leave early, before an early closing has been called, may arrange with his/her Department Head to make up the time at a mutually convenient time within the same or next pay period. Otherwise, hours missed will be recorded as an absence. Staff scheduled for a late day will not receive a dinner hour if an early closing is decided upon before 4:45 p.m.

The Union has the right to raise a matter of health and safety and Management shall appropriately consider the issue and respond, where appropriate, as soon as possible. No employee shall be discharged or otherwise disciplined for filing any reasonable complaint or instituting or causing to be instituted any proceeding based upon a reasonable complaint relating to occupational safety or health. No employee shall be discharged or otherwise disciplined for testifying in any such proceeding pursuant to law, or because of the exercise by such employee of any right afforded under PEOSHA, whether or behalf of the employee or others.

## **ARTICLE 24**

### **OUT OF TITLE WORK**

In the event an employee is assigned to perform work in a job classification higher than his/her job group for 75% or more of each working day for a period in excess of thirty (30) total days in any calendar year during which this agreement is in effect, or twenty (20) consecutive working days, the employee shall be paid at the lowest salary in effect for the higher rated title for such period. This provision will not apply to employees who take part in voluntary training activities and programs involving out of title work.

## **ARTICLE 25**

### **CONTINUING EDUCATION**

At the discretion of the Library Director and subject to budgetary constraints and scheduling needs, the Board where appropriate will pay the registration fees for full-time and part-time employees to attend the New Jersey Library Association Conference and/or the New Jersey Association of Library Assistants Conference. Each day spent by an employee actually in attendance at the New Jersey Library Association Conference or at the New Jersey Association of Library Assistants Conference shall be considered to be a maximum of seven (7) hours of Library work time, regardless of the total number of hours actually spent in attendance in excess thereof.

## **ARTICLE 26**

### **FULL-TIME EMPLOYEES**

An employee who works a regular work week of thirty-five (35) or more hours shall be deemed to be a full-time employee. An employee who works less than a regular thirty-five (35) hour work week shall be deemed to be a part-time employee.

## **ARTICLE 27**

### **NON-DISCRIMINATION**

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

## **ARTICLE 28**

### **GENDER**

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

## **ARTICLE 29**

### **SAVINGS CLAUSE**

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or endorsement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to the validity, such provisions shall be inoperative but all other provisions shall not be affected and shall thereby continue in full force and effect.

## **ARTICLE 30**

### **FULLY BARGAINED CLAUSE**

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

Nothing herein shall be construed to supersede any decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

## **ARTICLE 31**

### **DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2008 through June 30, 2011. This Agreement, and all its provisions, shall remain in full force and effect during any period of negotiations on a succeeding contract if said negotiations continue beyond the expiration date of this Agreement.

Either party to this Agreement may serve notice in writing of their intention to modify, terminate, or change this Agreement no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to its expiration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Bergenfield, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CWA Local 1031

The Board of Trustees of the  
Borough of Bergenfield Public Library,  
Bergen County, New Jersey

By: \_\_\_\_\_  
National Representative

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

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

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

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

By: \_\_\_\_\_  
Elizabeth Costello

By: \_\_\_\_\_  
Negotiating Committee Member

By: \_\_\_\_\_  
Charles Leschhorn

# Grievance Form

Employee

**Name:** \_\_\_\_\_ **Dept:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Supervisor:** \_\_\_\_\_

Statement of Grievance: (including date of occurrence)

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Remedy Sought:

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Signatures:

**Employee** \_\_\_\_\_ **Shop Steward/Staff Rep** \_\_\_\_\_

**Manager** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_