

AGREEMENT BETWEEN

THE BOROUGH OF ROSELLE FREE PUBLIC LIBRARY

AND

LOCAL 32 OPEIU
(LIBRARY)

JULY 1, 2005 THROUGH JUNE 30, 2008

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PREAMBLE

THIS AGREEMENT is reached and entered into this _____ day of _____, 2005 by and between the BOROUGH OF ROSELLE FREE PUBLIC LIBRARY (“Employer”) and LOCAL 32 OPEIU (“Union”).

ARTICLE I

RECOGNITION

A. Recognition. The Borough of Roselle Free Public Library, hereinafter referred to as the employer or the Library, recognizes OPEIU, Local 32, hereinafter referred to as the Union, as the sole and exclusive bargaining agent with respect to all matters involving terms and conditions of employment to the fullest extent allowed within the meaning of the New Jersey Employer-Employee Relations Act, NJSA 34:13A, et seq., for all non-supervisory employees, guards and custodians of the Library excluding all confidential, managerial and other employees in bargaining units.

ARTICLE 2

MANAGEMENT RIGHTS

A. The Library retains and reserves unto itself, without limitations, 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 of the United States, including, but not limited to the following:

1. The executive management and the administrative control of the control of the Library and its properties and facilities and the activity of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignments, and to promote or transfer employees;

3. To suspend, promote, demote, transfer, assign, reassign, discharge or take other disciplinary action for good and just cause according to law;

4. To establish and enforce a code of rules and regulations of the Library for the operation of the Library.

5. To take whatever action may be necessary to carry out the mission of the governing body in cases of emergency.

6. All other management rights as stated in the balance of the Agreement. The parties understand that the Library Board, not the employees possesses both the authority and the responsibility for managing the library as provided by law. Nothing herein shall be construed to deny or restrict either party of, or in its rights, responsibilities

under N.J.S. Title 11, 34, 40 and 40A or any other national, state, county or other applicable law.

ARTICLE 3

DUES CHECK OFF

A. Payroll Deductions. The employer shall regularly deduct from the paycheck of all members of the bargaining unit the amount pro rata of dues, initiation fees and any other payments due to the Union.

B. Verification & Notice. It shall be the responsibility of the Union to provide written notice to the employer of all payroll deductions and all changes in the amount thereto.

C. Timely Compliance. The employer shall initiate a payroll deduction or any change thereto as soon as responsibly practical upon receipt of the aforementioned written notice.

D. The Union will indemnify the Employer for any and all claims and legal fees which arise due to the provision of this Article.

ARTICLE 4

REPRESENTATION FEE IN LIEU OF DUES

A. Notice. If an employee in the bargaining unit is not a member of the Union during the term of this agreement or during any period between successive agreements that employee shall be required to pay a representation fee to the Union. The representation fee shall be equal to 85 percent of the sum of the regular membership dues, initiation fees or assessments or the maximum amount permitted by statute, whichever is higher.

B. Payroll Deduction. The payment of the representation fee shall be administered in the same manner as the Union dues check off, as stipulated in Article 5 of this Agreement.

C. Purpose. The purpose of this article is to provide for payment of the representation fee as set forth in Chapter 477 of the Public Laws of 1979 of the State of New Jersey or amendments thereto. Anything herein that may be inconsistent with said law shall be deemed to be changed to conform with said law. The Union has represented that it has established a “demand and return” system pursuant to the foregoing law that is available to employees who pay the representation fee.

D. The Union will indemnify the Employer for any and all claims and/or legal fees which arise due to the provision of this Article.

ARTICLE 5

WORK TIME AND OVERTIME

A. All unit employees shall be entitled to compensation for overtime worked at the following rate:

Time after 37 (thirty seven) hours per week at 1 ½ (one and one half) times the employee's hourly rate, straight time between 35 (thirty-five) and 37 (thirty-seven) hours.

B. Payroll: The Library will pay staff on a bi-weekly schedule.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definition. A grievance is any dispute or difference between one or more employees as represented by the Union and employer over the application or interpretation of this agreement.

B. Intent. The intent of all grievances is to seek a constructive resolution of a substantive problem, dispute or misunderstanding. It shall not be used for any other purpose.

C. Submission. Only the shop steward or assistant shop steward may submit a grievance. It must be in writing and signed by at least one shop steward and one other Union member. The written grievance must specifically state the contract clause that is being grieved and why the Union believes that there has been a violation or misinterpretation. A grievance must be submitted within ten working days from when the problem was first known or should have been known to the shop steward or five working days from the date of the discussion outlined in Step One of the grievance procedure. Grievances that are submitted after the stipulated deadline shall be returned unanswered.

D. Procedures. The following steps shall be used to process all grievances.

1. **STEP ONE – VERBAL REVIEW.** Within ten (10) working days of the incident the shop steward shall request a meeting with the Library Director for the purpose of verbally presenting the issue and engaging in discussion intended to solve the matter informally. The Library Director shall schedule this Step One meeting as quickly as reasonably possible.

2. STEP TWO – PRESENTATION AND RESPONSE TO WRITTEN GRIEVANCE. In the matter in question is not satisfactorily resolved during the meeting required in Step One, the Union shall present a written grievance to the Library Director in accordance with the requirements outlined in this contract article. The Library Director shall have five workdays to present a written response to the Union shop steward. The union shall then have five calendar days to accept the written response or submit a written appeal to the Library Board or designee which shall be heard at Step Three.

3. STEP THREE – Within ten (10) days of appeal, a decision is to be made as to whether the entire Library Board, a standing committee or an ad hoc committee is to sit for the purpose of hearing and considering the appeal. The group selected to hear the appeal should set a date and time for the hearing. Every responsible effort should be made to conduct the hearing within fifteen calendar days of the written appeal. The Board or the Chairperson of the committee assigned to hear the appeal and the business representative of the Union shall agree upon the format and conduct of the hearing. Within ten working days of the hearing the Library Director shall present a written response to the Union business representative. The Union shall have two weeks from the date of the written response to accept it or submit the grievance to the New Jersey State Public Employment Relations Commission for assignment of an arbitrator. If the Union elects to submit the matter to the Commission they shall simultaneously notify the Library Director.

E. Arbitration Expenses. The reasonable expenses of an Arbitrator shall be borne equally by the Library and the Union except that any and all fees charged for

canceled or delayed meetings shall be borne by the party causing the meeting to be canceled or delayed. Any cost of witness shall be borne by the party that has called the witness. If both parties call the same witness the expense shall be borne equally.

F. Time Limits. Every effort shall be made by all parties to honor the time limits set forth in the grievance procedure steps. The time limits may be waived by mutually agreement of both parties.

G. Additional meetings. Additional meetings may be held at each step of the grievance process with the mutual consent of both parties. The time limits shall be adjusted accordingly.

H. Employees as Witnesses. In the event that the Union, the Library or an arbitrator requires the attendance of one of its members as a witness at a Step Four or an arbitrator's hearing that occurs outside the normal workday that witness shall not be entitled to record the hours as compensable work time.

I. Relationship to Disciplinary Process. Nothing within this article or the application of the grievance procedure shall eliminate, repeal, modify local ordinances and procedures or civil service regulations and procedures regarding disciplinary action filed against an individual member of the union.

ARTICLE 7

WAGES

- A. Across-the-board increases in base pay and in increments as follows:
1. July 1, 2005 – 3%
 2. July 1, 2006 - 3%
 3. July 1, 2007 - 3%
 4. All increases are retroactive to July 1, 2005 from date of ratification.
 5. All increases are retroactive to employees on staff at time of ratification.
- B. 1. Effective July 1, 2005 the full-time library assistants shall receive an adjustment to base of \$200.00 and the same titled part-time staff will receive a prorated adjustment based on the \$200.00.
2. Effective July 1, 2006 the full-time library assistants shall receive an adjustment to base of \$200.00 and the same titled part-time staff will receive a prorated adjustment based on the \$200.00.
3. Effective July 1, 2007, full-time library assistants shall receive an adjustment to base of \$200.00 and the same titled part-time staff will receive a prorated adjustment based on the \$200.00.
4. All adjustments are paid to employees on staff at ratification.

ARTICLE 8

LONGEVITY COMPENSATION

- A. Employees shall enjoy the following schedule.
 - 1. At end of 5th year: \$500.00 on employment anniversary.
 - 2. Add \$100.00 per year up to a maximum of \$2,000.00
- B. Payment made in pay cycle after employment anniversary date.
- C. For the purpose of computing longevity compensation only, the seniority year shall begin on January 1st for those employees hired between January 1st and June 30th, and shall begin on July 1st for employees hired between July 1st and December 31st.
- D. An employee with twenty-five(25) years or more of service shall be entitled to three months terminal leave pay upon retirement; providing, the Library is notified in writing by December 31st of the year prior to retirement of the employee's intention to retire and his claims to the terminal leave benefit. Terminal leave pay shall be calculated on base pay, including longevity and shift differential, where applicable, for the employee's last year of employment.
- E. A member who will retire with 25 or more years of service to the Borough of Roselle Free Public Library may elect to take 3 months terminal leave in lieu of receiving 3/12 of the last annual salary. Personnel may use this benefit after completing 24 years and nine months of service to the Borough of Roselle Free Public Library. Personnel on terminal leave shall not accrue any additional paid time off such as vacation days, etc. Personnel on terminal leave shall be considered to have finished their service and shall not be eligible for recall.

ARTICLE 9

HOLIDAYS AND PERSONAL DAYS

A. The Library and Local 32 have agreed that the following holidays are hereby granted to the employees as paid holiday:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |

1. Membership will be entitled to fourteen holidays; approximately half of which shall be fixed and half shall be floating. The fixed holidays shall be New Year's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

B. Whenever a holiday fall on a Saturday, the preceding work day shall be observed as a paid holiday. Whenever a holiday falls on a Sunday, the next working day, which is not a holiday, shall be observed as a paid holiday.

C. Employees shall be granted five (5) days off per calendar year for personal business. Employee's department head shall be asked for permission for time off. No employee request for personal business leave shall not be unreasonably denied. If the department head refuses this request, the employee shall have the right to appeal the denial to the Library Director. Employees working under the direct supervision of the Library Director shall have the right to appeal the denial to the Library Board. Any dispute over the decision shall be subject to the grievance arbitration procedures contained in this agreement.

1. Each employee shall be entitled to one floating holiday. This day may not be carried over into the next year.

2. New hires as of July 1, 2003 shall receive three (3) personal days; after 5 years = 4 days; after 10 years = 5 days.

ARTICLE 10

VACATION SCHEDULE AND CARRY OVER

A. Accrued vacation will be credited to the record of an employee annually. Time accruing to an employee record will be for the year just completed. During the first year of employment an employee may use not more than one day for every two months employment. All time used during that first year will be deducted from the amount that accrues on the first employment anniversary. The vacation accrual schedule shall be as follows:

At conclusion of:

First year:	1 day per month
Second through completed twelfth year:	18 days per year
Thirteenth year through completed	
Twentieth:	20 days
Twenty First Year and every year	
Thereafter:	25 days

B. Part-time employees shall accrue vacation in the same manner as full-time employees, however, pay shall be based on the average daily hours worked by the employee. In other words, vacation will be prorated.

C. Vacation days are accrued in the current year and used or reserved in the following year.

D. The employee shall have the right to determine when she/he will take vacation time subject to the Library's approval, which shall not be unreasonably denied. When conflicts between employees occur on the selection of vacation time, preference will be given according to the employee's seniority. The response time for requests shall be within one (1) week after the request is submitted.

E. An employee who retires on a pension based on length of service or age shall be entitled to her/his full vacation for the calendar year in which she/he retires, regardless of the number of months during that year.

F. If an employee dies while having credit of vacation days, there shall be calculated and paid to the estate of said employee a sum of money equal to the compensation for those days calculated on the salary at the time of death, including base pay, longevity and shift differential, where applicable.

G. If a paid holiday occurs during an employee's sick leave or vacation, it will not be counted as a day of vacation or sick leave.

H. If an employee requests vacation and the request is denied by a Supervisor due to the pressures of work, or short staffing, the employee shall be entitled to carry over his vacation entitlement beyond the one year limit otherwise provided.

ARTICLE 11

SICK LEAVE/BUY BACK UNUSED SICK DAYS

SICK LEAVE:

A. Effective July 1, 2003, all new hires will accumulate one (1) day for one (1) month after 90 days. After one (1) year pursuant to the law, they shall receive 15 days.

B. Any employee retiring within the meaning of PERS, excluding deferred retirement during the term of this contract may elect to receive a cash payment equaling one (1) day's regular base pay for each two (2) days of unused sick leave time up to one hundred (100) days.

C. Each employee who is absent on account of sickness in excess of five (5) successive working days shall be required to submit to the Library Director a written statement from the attending or treating physician verifying the nature and extent of the sickness.

ARTICLE 12

FUNERAL LEAVE

A. The Library agrees to grant an employee three (3) days leave with full pay, for death in immediate family; i.e., spouse, child, parents, brother, sister, grandparents, grandchildren, aunt and uncle, mother-in-law, father-in-law, and brother or sister-in-law or other relative residing in the employee's household. Additional days, if needed may be charged to personal days.

B. If personal days are exhausted, the employee may apply vacation days – not to exceed a total of ten (10) days.

ARTICLE 13

JURY DUTY

A. An employee who is called to jury duty shall immediately notify the Library. An employee who is excused from jury duty service on any day shall report for work on such day.

B. An employee shall not be required to report back for work on any day he/she is in attendance at Court for jury duty service, regardless of the employee's shift.

C. The Library agrees to pay the employee regular wages in addition to jury duty service fees paid by the Court.

ARTICLE 14

NON-DISCRIMINATION

A. Neither the Library nor the Union will discriminate against any employee or those seeking employment because of age, race, creed, color, sex, sexual orientation or national origin, nor because of membership or non-membership in any church, society, or fraternity.

B. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 15

SEVERABILITY AND SAVINGS CLAUSE

A. If any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article of section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with the enforcement of has been restrained, shall not be affected thereby.

B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Library of Union for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

C. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 16

NOTIFICATION TO THE UNION

- A. The Library will provide the Union periodically with an updated list of covered employees showing name, address, classification and social security number.
- B. The Library will notify the Union of additions and deletions to the payroll of covered employees.

ARTICLE 17

JOB POSTING

The Library shall post a notice for eligible vacancies stating the name of the job classification, location of assignment and requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. Employees on vacation beyond the five (5) working days posting period will have the opportunity to bid within twenty-four (24) hours of return to work provided there had been no prior notice of the posting.

ARTICLE 18

LAYOFFS

A. The Employer shall comply with the requirements of the Department of Personnel with regard to layoffs.

ARTICLE 19

HEALTH INSURANCE

MEDICAL:

A. Every employee shall be supplied with a written and oral explanation of health coverages, and existing coverage shall continue, all premiums paid by the Employer. Retirees may continue as participants in Blue Cross, Blue Shield, Major Medical and/or Rider J and any additional protective insurance coverage granted before retirement. Each retired employee agrees to pay the Borough the group rate premiums for such coverage.

B. Members who can show proof of an alternative source of health insurance for themselves, their spouse or their dependents may voluntarily opt out of the Borough's health coverage. When a member qualifies for an requests this "opt-out" the member will be paid 50% of the premium savings on a monthly basis. If the alternative source of insurance ceases to exist the member and all eligible dependents shall be immediately reinstated in the Borough's point of service health plan with no waiting period or limitations on pre-existing conditions.

C. PRESCRIPTION PLAN:

The prescription copay shall be \$5.00-\$10.00.

D. DENTAL:

The current Dental insurance plan for employee and spouse shall be provided with the full cost to be paid by the Borough. The employee may elect to have dependent children covered by the Dental insurance plan. One-half of the cost of premium for this coverage is to be paid by the employee through payroll deduction. The Borough shall

make one or more additional dental insurance options available to the members. Any premium expense above the amount that is currently borne by the Borough shall be borne by the employee through a payroll deduction.

E. OPTICAL:

The Library shall provide to each employee an Optical insurance plan providing one eye examination, the cost not to exceed \$50.00 and one pair of prescription eyeglasses or contact lenses, the cost not to exceed \$100.00 every twelve (12) months.

ARTICLE 20

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. No amendment, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized signatories for each party. The requirements for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this article, and this shall be deemed an essential term of the Agreement.

ARTICLE 21

DURATION

This Agreement shall commence July 1, 2005 and shall continue until June 30, 2008.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOROUGH OF ROSELLE

BY: _____

ATTEST:

BY: _____

