

COLLECTIVE BARGAINING AGREEMENT

between

NORTH BRUNSWICK FREE PUBLIC LIBRARY

and

COMMUNICATIONS WORKERS OF AMERICA
AFL – CIO
LOCAL 1031

Effective

January 1, 2006 through December 31, 2009

Agreement as of 10-2-07

Library Union Contract 10-4-07

PREAMBLE

This Agreement entered into by the North Brunswick Public Library Board of Trustees, hereinafter referred to as the "Library" and the Communications Workers of America, AFL- CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the parties, the establishment of an equitable and peaceful means of resolving any misunderstandings or differences which may arise, and the establishment of rates of pay, hours of work, and other conditions of employment.

The Library and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

This Agreement represents the complete and final understanding on all issues subject to collective bargaining between the Employer and the Union for the period January 1, 2006 through December 31, 2009. Five minor contract items are included in a side-bar letter dated October 2, 2007.

DEFINITIONS

Within this agreement, "Township" is defined as The Township of North Brunswick, Middlesex County, State of New Jersey.

ARTICLE 1 – UNION RECOGNITION

The Library recognizes the Union as the sole and exclusive representative for the collective negotiations unit which consists of all regularly employed full-time and part-time professional and non-professional employees including the following position titles: Librarian, Library Assistant, Senior Library Assistant, Principal Library Assistant, Principal Bookkeeping Machine Operator, and Maintenance and Security Worker.

If the Library adds new titles to the unit that are clearly not managerial, supervisory or confidential, it agrees within thirty (30) days it will:

- (1) Notify the Union
- (2) Give a copy of the related job description to the Union
- (3) Advise the Union of the proposed hours of work, wages and other terms and conditions of employment established for the title.

The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning negotiable issues. It is the intention of the parties, if possible, to reach mutual agreement on inclusion of new professional librarian titles that belong in the unit. It is the further intention of the parties to use existing titles as a basis to determine the wage rate established for such new titles.

ARTICLE 2 – UNION SECURITY, DUES CHECK OFF AND AGENCY FEE

A. Union Security

It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed they have the chance to join the Union after their thirtieth (30th) day of employment. At such time, if an employee chooses not to join he or she will pay the Union a representation fee. The Library will notify the Union of any newly hired employees within thirty (30) days of their starting date. In the event of a change in the law during the term of this Agreement the Library agrees that the Union will be entitled to receive the maximum security allowed by law.

B. Dues Check off

Upon receipt of a properly written authorization from the Employee, the Library shall deduct Union dues in the amount of 1.15% of gross pay, or such other amount as may be certified by the CWA to the Library at least thirty (30) days prior to the month in which the deduction of Union dues is to be remitted by the Library. The Library 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 10th day of the month following the calendar month in which such deductions are made along with a list of the names, hours of work, titles, addresses, 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.

C. Agency Fee

The Library further agrees to deduct from the pay of each Employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing with the 30th day of employment. The 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 Library.

D. Hold Harmless

The Union agrees to indemnify and hold the Library harmless against any and all claims, suits, orders or judgments brought or issued against the Library or the Union under the provisions of article 2 of this Agreement and for any attorney fees incurred by the Library in connection with any such claim or suit that may be filed.

ARTICLE 3 – UNION RIGHTS

A. Union Activities

1. The Union will advise the Library in writing of the names of the employees selected to act as Shop Stewards, and the terms for which they are to

serve in a representative capacity. The authority of the stewards shall include, but is not limited to, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. It is understood that it may be necessary for the steward(s) to perform such duties, with the permission of the Library Director, during normal, scheduled work time.

(b) Communicating messages and information to the Union members.

2. Members of the Union, not to exceed two (2), who are elected by the Union to negotiate with the Library shall be granted time off as necessary and reasonable to attend negotiations with the Library which are mutually scheduled during hours the library is open and the designated employee(s) are scheduled to work.

3. Employees shall have the right for a Union Steward to be present if the employee so requests, during any meeting which the employee reasonably believes may result in disciplinary action.

4. No loss of pay shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure.

5. The Union will be permitted to hold meetings to be attended by members on non-work time, in the library upon advance notice and approval by the Library. Union Stewards and members shall also have the right to distribute written materials and discuss Union matters with employees on non-work time,

provided such distribution and discussion does not interfere with or disrupt the normal operation of the Library.

6. Members of the Union who are elected or designated by the Union to attend any meeting or education conference of the Union, or other group with which it is affiliated, may be granted the necessary time off without loss of pay, provided that the notification is given to the Library Director in writing by the Union at least two (2) weeks in advance except in emergency situations, and provided that such time off does not, in the opinion of the Library Director, unduly interfere with the operations of the Library. Such a request shall not exceed a total of five (5) working days per year in total, for all members of the bargaining unit.

B. Bulletin Board

The Library shall furnish space for a Union bulletin board in a mutually agreeable area not open to the general public. The bulletin board will be solely for the purpose of exhibiting official business of the Union.

C. Cooperation

Both parties to this agreement acknowledge that the Library and the Shop Stewards will cooperate with one another, to the maximum possible extent, in the interests of resolving disagreements and grievances at the lowest possible level.

ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE

A. If, during the term of this Agreement, a grievance, dispute or controversy should arise between the Library and the Union, or any of the

employees covered by this Agreement as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work, but an earnest effort shall be made to settle such differences immediately. To that end, all grievances, disputes or controversies must be presented within ten (10) working days (Monday-Friday) after they arise, or they shall be deemed to have been waived. In order to carry out the intent of the foregoing, any differences that arise shall be settled in that order and manner as hereinafter set forth.

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of that decision.

C. Definition of a Grievance

A grievance shall be based on an allegation that there has been:

1. A misrepresentation or misapplication of the terms of the Agreement.
2. An inequitable, improper or unjust application of rules or regulations, existing policy, or orders applicable to the employees affecting terms and conditions of employment.
3. Unwarranted disciplinary action.

D. The Grievance Procedure

Step 1: The employee, or the employee and/or shop steward, shall first promptly take the matter up with the Library Director and

they will endeavor to effect a satisfactory settlement. If they do not settle the grievance without delay, they shall, within ten (10) working days (Monday-Friday) reduce the grievance to writing.

Step 2: The written grievance must be submitted to the Library Director on an approved form. Following such submission a meeting shall be arranged within five (5) working days (Monday-Friday) between representatives of the Library and the Union. The Library Director shall give to the Union, within ten (10) working days (Monday-Friday) following the meeting, a written response to the grievance.

Step 3: If the grievance is not resolved in Step 2, the grievance shall be given to the Personnel and Salary Committee of the Library. The Library will provide, to the Union, a written answer to the grievance within ten (10) working days (Monday-Friday) after presentation of the grievance.

Step 4: If the grievance is not resolved in Step 3, either party may appeal the grievance to arbitration before an arbitrator selected in accordance with the rules and regulations of the New Jersey State Public Employment Relations Commission (PERC). The fees and expenses of the arbitrator shall be borne equally by the Union and the Library. Such procedure as outlined shall not apply in the

case of an unfair labor practice charge filed with PERC. The award of the arbitrator hereunder shall be final, conclusive and binding upon the Library, the Union and the employee(s) involved. The arbitrator shall not have the power or authority to add to, change or modify any of the provisions of this Agreement.

ARTICLE 5 – DISCIPLINE

No employee shall be disciplined, discharged or reduced in compensation without just cause.

ARTICLE 6 – SENIORITY

The Library shall establish and maintain two seniority lists of employees; professional and clerical/support. On each list, the employee with the longest continuous service will be listed first and followed, in descending sequence by length of continuous service, by the names of the other employees on each list.

New employees will be placed on the seniority list immediately upon successful completion of their ninety (90) day probationary period.

ARTICLE 7 – HOURS OF WORK

For all current employees, the basic work week consists of five days, thirty-five (35) hours, Monday through Sunday. The basic work day includes a one hour meal period and two ten minute breaks.

At their option, current employees may voluntarily opt to increase their work week to either thirty-seven and one half (37.5) or forty (40) hours. Employees who accept either option will receive a weekly salary increase equal to either 2.5 or 5.0 hours at their then current hourly rate.

Full-time employees who choose to retain their current thirty-five hour work week (which includes a one hour paid lunch break per day), will retain their full-time status and continue to receive benefits including: medical and dental insurance, vacations, holidays, personal days and annual longevity payments; that are provided for all full-time employees. Both parties agree that this provision will survive the termination of the current contract and will be incorporated in all future contracts between the Library and the Union.

Subsequent new hires will be told their work week will be forty (40) hours.

Work performed in excess of forty (40) hours in any one calendar week shall be paid at the rate of time and one half (1.50).

For the term of the Contract, the current practice (i.e., straight time) with regard to compensation for Sunday hours shall remain unchanged.

Employees may opt to receive comp time in place of overtime pay for all hours worked in excess of forty (40) hours in any calendar week. Such option is subject to the approval of the Library Director. An employee may not accumulate more than 240 hours of comp time.

ARTICLE 8 – WAGES – FULL-TIME EMPLOYEES

1. Effective retroactive to January 1, 2006, all full-time employees covered by this Contract shall receive a three and a half percent (3.5%) increase added to their base salary.
2. Effective retroactive to January 1, 2007, all full-time employees covered by this Contract shall receive a three percent (3.0%) increase added to their base salary.
3. Effective January 1, 2008, all full-time employees covered by this Contract shall receive a three percent (3.0%) increase added to their base salary.
4. Effective January 1, 2009, all full-time employees covered by this Contract shall receive a three percent (3.0%) increase added to their base salary.

ARTICLE 9 – WAGES/BENEFITS PART-TIME EMPLOYEES

Part-Time Employees

Part-time employees will have their hourly rates adjusted to the following new hourly rates, as follows:

2005 Rate	2006 Rate*	2007 Rate*	2008 Rate+	2009 Rate+
\$25.30	\$26.20	\$27.10	\$28.05	\$29.00
\$11.46	\$12.50	\$13.25	\$14.00	\$14.75
\$9.95	\$11.00	\$11.50	\$12.25	\$13.00

(* =rate adjustment retroactive to January 1, 2006)

(+ = rate adjustment retroactive to January 1, 2007)

All part time employee benefits which follow are effective January 1, 2008:

All part-time employees working a minimum of ten (10) hours per week shall be entitled to the following benefits:

10 to 17 hour work week, after completion of five (5) years of service:

3 sick days, 3 vacation days, 0 personal days

Benefits listed below for employees working at least 18 hours per week, will be pro rated during the first year of service.

18 to 20 hour work week: 5 sick days, 5 vacation days, 1 personal day

21 to 29 hour work week: 10 sick days, 10 vacation days, 2 personal days

30+ hour work week: 12 sick days, 12 vacation days, 2 personal days

In addition, part-time employees will be entitled to:

Leaves of absence without pay

Emergency and special leave

Part time employees who are regularly scheduled to work a holiday will be paid for the holiday (e.g., Scheduled to work Monday-Wednesday-Saturday, a holiday falls on Wednesday, part-time employee is entitled to be paid for the holiday).

Seasonal and temporary employees will not be entitled to any of the benefits described above.

ARTICLE 10 – LONGEVITY

Full-time employees will receive an annual, lump-sum longevity payment as follows:

<u>Years of Service Completed</u>	<u>Longevity Pay</u>
5 th through 9 th year of employment	\$250
10 th through 14 th year of employment	\$500
15 th through 19 th year of employment	\$800
20 th through 24 th year of employment	\$1,000
25 th through 29 th year of employment	\$1,200
30 th plus year of employment	\$1,500

Longevity pay is to be effective on the July 1 or Dec. 1 following the anniversary date of employment.

ARTICLE 11 – HOLIDAYS

All full-time library employees will be entitled to a full days pay for the following scheduled holidays:

Martin Luther King Day	Presidents Day
Good Friday	Memorial Day
Independence Day	Labor Day
Veterans Day	Columbus Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Christmas Eve
New Year's Day	

On Thanksgiving Eve, the library will close at 5 PM. On New Year's Eve, the library will close at 3 PM. Full-time employees will be compensated for a full workday for both early closings.

The Library Director will inform the employees of any additional days or hours when the Library will close for a holiday.

Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed and all full-time staff working on the previous day would be entitled to a comp day.

When an employee is on vacation at the time of a recognized holiday, the employee will receive an additional vacation day.

Each full-time employee is entitled to three (3) personal days per calendar year after 90 days from their date of hire. These personal days must be utilized during the calendar year. Employees must request personal days at least twenty-four (24) hours in advance. The Library Director may deny a request for a personal day, but such denial should not be unreasonable. A mutually agreed upon date within the next ten (10) days should be offered in place of the original personal day requested. Personal days can be used in half day segments (i.e., 3 ½ hours).

ARTICLE 12 – VACATIONS

Paid vacations will be provided to all current, full-time library employees as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>
Zero to 1 year of service	one day per month of employment
1 year of service to end of 5 th year	15 days
6 th year of service to end of 10 th year	20 days

11th year of service any beyond 25 days

Vacation allowances for new, full-time hires after January 1, 2008, will be as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>
1 to 9 years of employment	15 days
10 to 19 years of employment	20 days
20+ years of employment	25 days

The final right to approve a request for a specific vacation date or dates will be exercised by the Library Director in order to maintain the efficient operation of the Library. However, as far as is possible, employee requests will be approved.

When, in any calendar year, the annual vacation leave, or any part thereof, is not used by reasons of work or special circumstances, as determined by the Library Director, the unused leave will accumulate and must be taken during the first three months of the next calendar year.

ARTICLE 13 – JURY DUTY

In the event that an employee is called to jury service, the Library will continue to pay the employee's current daily rate of pay. The employee may retain any government payments provided for jury service. The employee will report to the Library for work as their service on jury duty permits.

ARTICLE 14 – SICK LEAVE

1. Sick leave shall be defined to mean absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of his/her immediate family who is seriously ill and requires the care and attendance of such employee, or to make doctor or dentist visits that can only be scheduled during working hours.

2. All permanent employees shall be granted annual sick leave as follows:

- A. One (1) working day's sick leave with pay for every month of service completed from the date of regular employment up to and including December 31st following such date of employment.
- B. Fifteen (15) working days sick leave with pay for each succeeding calendar year.
- C. Sick leave not taken in a given year shall accumulate to the credit of the employee and such individual shall be entitled to the accumulated sick leave if and when needed.
- D. An employee is required to promptly notify his/her immediate supervisor when it is necessary to take sick leave as defined herein.
- E. If an employee is absent for five (5) consecutive working days for any reason contained herein, sufficient proof from an attending physician, or, in the case of quarantine and

exposure to contagious disease, a certificate from the local health department is required.

F. If an employee reports late for work or is required to leave early by reason of sick leave, the time shall be calculated in fifteen (15) minute intervals.

3. Upon retirement, employees shall be paid forty (40) dollars per day for accumulated sick leave to a maximum of 240 days.

4. On or about November 2nd of each calendar year, each full-time, permanent employee shall have the option of “selling back” to the Library, at the employees current daily rate of pay, a number of unused sick leave days in accordance with the following table:

Remaining Available Sick Days	Days Eligible for Sell Back
15 or more	5
14	4
13	3
12	2
11	1
10 or less	0

5. The Library and the Union agree that beginning July 1, 2007 employees may donate up to five (5) sick leave days to other employees, provided that, after making any donation, the donor maintains a balance of at least fifteen (15) days.

Employees needing donated time will inform the Director. The

Director or designee will then inform the staff that a request has been received, obtain responses from potential donors, and implement the donation. Employees receiving donated time must provide written documentation of their medical problem.

ARTICLE 15 – LEAVE OF ABSENCE WITHOUT PAY

The Director may grant an employee a leave of absence without pay for a period of up to thirty (30) days. A leave of absence for longer than thirty (30) days must first be approved by the Board of Trustees. A leave of absence longer than twelve (12) months must be approved by the New Jersey State Department of Personnel. Approval of leaves of absence without pay shall not be unreasonably withheld. The manpower needs of the Library are considered to be a reasonable basis for denial.

ARTICLE 16 – BEREAVEMENT LEAVE

In the event of death in the immediate family, an employee will be granted time off without loss of pay from the day of death or the day of the funeral. This leave may not exceed five (5) consecutive calendar days.

Immediate family is defined to include father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, sister-in-law, brother-in-law and any other relatives of the employee residing in the employee's household. Also included are individuals cohabitating with the employee and their immediate family, as defined above.

The employee shall be granted one (1) day off, with pay, for the day of the funeral of any other relative not covered by the definition of immediate family.

An employee who has to travel four hundred (400) or more miles to attend a funeral will be entitled to one (1) extra day without loss of pay.

Time off during normal working hours for the purpose of attending the funeral of a co-worker may be granted by the Director. Such permission shall not be unreasonably withheld.

The Director may require verification of the basis for the granting of bereavement leave.

ARTICLE 17 – MILITARY LEAVE

Military leave will be granted in accord with the applicable New Jersey statutes.

ARTICLE 18 (17A) – FAMILY AND MEDICAL LEAVE

The Library will adopt and administer a family and medical leave policy in accord with the applicable provisions of the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA).

ARTICLE 19 (18) – SPECIAL LEAVE

An employee shall be given time off, without loss of pay, when summoned to appear as a witness before a court, legislative committee, judicial body or

quasi judicial body when such appearance is job-related. If the appearance involves a personal matter, special leave will not be granted.

Special leave will also be granted to employees performing emergency civilian duty in relation to national defense and emergencies related to dire health and other hazardous conditions requiring assistance by the employee.

ARTICLE 20 (19) – NON-DISCRIMINATION

The Library and the Union agree not to discriminate against any individual with respect to hiring, compensation, or other terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, or national origin.

It is further agreed there will be no discrimination by the Library or the Union against any employee because of his/her membership, or non-membership, in the Union or because of any employee's lawful activity in support of the Union.

ARTICLE 21 (20)– MANAGEMENT RIGHTS

The Library reserves to itself all rights except those specifically modified by this agreement.

ARTICLE 22 – NO STRIKE / NO LOCKOUT

The Library retains, without limitation, all powers, rights, authority, duties and responsibilities vested in it by the laws and constitution of the State of New Jersey and the United States.

The Union recognizes the Library's right to manage its affairs and direct its work force and to efficiently maintain and conduct its normal operations in accord with the Statutes of the State of New Jersey and the United States.

The Library has, and is vested with, all the customary and usual rights, powers, functions, and authority of management.

The Union further recognizes that the management of the Library is responsible for the control of its properties, the maintenance of order and the conduct of efficient operations.

The Library agrees it will not lock out the employees at any time. In exchange, the Union agrees it will not authorize a strike, work stoppage and/or slowdown and will use its best efforts to discourage any such unauthorized action by its members.

ARTICLE 23 – LIFE INSURANCE

A group life and accidental death and dismemberment insurance policy is provided by the Township for all full-time employees after completion of their ninety (90) day probationary period. The amount of the insurance is \$5,000. At age 70, the group life and the dismemberment insurance continues in force, but the accidental death coverage is terminated.

ARTICLE 24 (23A) – MEDICAL BENEFITS

All full-time employees shall be provided with the choice of the current health insurance plans, major medical coverage, surgical plans, vision plans, dental plans and prescription plans provided by the Township.

Employees become eligible for these benefits after thirty (30) days of employment. The Township shall have the right to change the benefit providers as long as the available benefits are the same, or substantially similar, to the prior plan(s).

The Township's current contract with its employees contains new provisions designed, in part, to share the increasing costs of providing health care benefits.

If the Township implements these provisions, the Library reserves the right to take similar action and the following new health plan language will become part of this Agreement. However, if in any successor labor contract with any of its organized municipal employee groups, the Township offers a higher level benefit health care plan than is outlined here, the Library will offer the higher level benefit plan to its employees.

Effective (date to be determined), the Library shall be responsible to pay only the premiums for the Healthnet or successor provider of substantially the same plan. Additional premiums greater than the amount paid by the Library for Healthnet shall be borne by the affected employees.

Effective (date to be determined), employee's out-of-network deductible shall be increased as follows:

- (a) \$1,000 for a single employee
- (b) \$2,000 for a family plan

Effective (date to be determined), the maximum out-of-pocket expenses for out-of-network claims shall be increased as follows:

- (a) \$6,500 for a single employee
- (b) \$8,000 for a family plan

ARTICLE 24 (23B) – PRESCRIPTIONS

Prescription Co-Pays

	Generic Drugs	Formula Drugs	Non-Formula
Upon ratification	\$8.00	\$25.00	\$40.00
On 1/1/08	\$8.00	\$30.00	\$48.00

If no generic drug exists for a prescribed drug, the co-payment shall be the generic co-pay.

If a doctor determines, in writing, that an employee requires a brand name drug, even if a generic equivalent exists, the employee shall only pay the generic co-pay.

Mail order prescriptions filled for 90 days will include co-payments at 2 times the co-pay for individual prescriptions.

ARTICLE 25 (23C) – DENTAL BENEFITS

Employees will contribute to the cost of dental coverage as follows:

As of January 1, 2008

Single, no dependents \$1.00 per check

All others \$15.00 per check

As of July 1, 2008

Single, no dependents \$2.00 per check

All others \$20.00 per check

As of January 1, 2009

Single, no dependents

Library pays \$394.96

Employee pays balance (est) \$3.00 per check

All others

Library pays \$400.00

Employee pays balance (est) \$30.00+ per check

ARTICLE 26 (23D) – DISABILITY COMPENSATION

The salary of an employee injured on the job, or having a work related illness, will be continued in accord with the policy established by the Township. Lost time will not be charged against the employee's sick leave. Any job related injury must be immediately reported to the Library Director, or assignee, and an accident report must be completed. The Library Director will

report the injury to the President of the Board of Trustees and the Township Business Administrator.

An injury must be reported, and an accident report completed, within 72 hours of the accident. Failure to file the required reports will invalidate any subsequent injury claim.

ARTICLE 27 (23E) – MEDICAL BENEFITS OPT-OUT

Effective January 1, 2008, employees will be eligible to participate in a voluntary opt-out/opt-down program to eliminate dual medical/dental coverage.

An employee will be entitled to 33% of the savings of the Library's lowest premium cost for any medical or dental benefit plan in effect at the time of opting out.

An employee must remain out of the plan(s) for 12 consecutive months unless there is a significant change in the medical or dental benefit program.

An employee must provide the Library with proof of dual coverage.

If the employee opts back into the plan because of a significant change in the medical or dental benefit, the employee shall only receive the pro-rata portion of the savings.

Other than because of a significant change in the medical or dental benefit, an employee can only opt back into the medical or dental benefits program during the open enrollment period.

ARTICLE 28 (23F) – HEALTH AND SAFETY

In the event of an HVAC problem or utility failure that creates unusual extremes of heat or cold, the Library Director is authorized to make the decision to close the facility and release the employees.

In the event of snow, flood, or other acts of God that create potentially dangerous travel conditions, the Library Director is authorized to make the decision to close, delay the opening of, or cancel the opening of the facility.

As soon as possible after such a decision has been made, a telephone chain procedure and announcements on local radio stations will be implemented.

When the emergency conditions have been abated, the Library Director is authorized to make the decision to re-open the facility on the following day. Such a re-opening decision will be communicated to the employees via a telephone chain procedure and announcements on local radio stations.

When the Library Director has authorized a closing of the Library, all employees scheduled to work during the hours when the facility is closed will be paid for their scheduled hours of work and will not be required to make-up the lost time.

Any issues that the Union deems to be health and safety problems will be communicated to the Library Director.

The Director will, at the Union's request, meet with representatives of the Union to discuss the problems and hear any recommendations which the Union may have to resolve the issue.

The Library Director and Trustees will make a reasonable effort to resolve any health and safety issue raised by the Union.

The Library Director will notify a Union Steward of any proposed measurement of worker exposure to any potentially dangerous conditions or toxic

substances and will provide copies of any related documentation and/or test results.

No employee shall be discharged or otherwise disciplined for filing any reasonable complaints, or instituting 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 on behalf of the employee or others.

ARTICLE 29 (23G) – UNION / LIBRARY MEETINGS

Meetings to discuss non-contract issues raised by either the Union or the Library, may be arranged by mutual agreement between the Union representative and the Library Director and/or Trustees. Meetings shall be attended by no more than four (4) representatives for each of the parties.

Arrangements for the time, date, place, agenda and duration of such meetings will be subject to mutual agreement in advance. The members of the Union attending such meetings shall not lose pay for time so spent.

ARTICLE 30 (24) – SAVINGS CLAUSE

If any provisions of this Agreement should be held or adjudged illegal or in violation of any present or future law, such adjudication shall not invalidate any other provisions of this Agreement, nor relieve either party thereto from their liabilities and obligations under this Agreement. All other provisions of the

Agreement shall continue in full force and effect. Should any portion of the Agreement become illegal, the Union and the Library Trustees agree to meet promptly in order to negotiate a legal substitute for the illegal portion.

ARTICLE 31 (25) – DURATION OF THE AGREEMENT

This Agreement shall be effective, retroactive to January 1, 2006 through December 31, 2009. 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 of an intention to modify or change this Agreement no sooner than ninety (90) days prior to its expiration.

ARTICLE 32 (25A) – DATE AND SIGNATURES

For the North Brunswick Free Public Library

For CWA Local 1031

Date: _____ **Attested by:** _____

