

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**LOCAL 1031  
COMMUNICATION WORKERS OF AMERICA, AFL-CIO  
AND  
THE BOARD OF TRUSTEES OF THE  
BLOOMFIELD PUBLIC LIBRARY**

**JANUARY 1, 2002**

**to**

**DECEMBER 31, 2005**

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
	Preamble	3
1	Recognition	3
2	Union Rights	3
3	Grievance Procedure	6
4	Rights and Responsibilities of the Board of Trustees	10
5	Appointments, Promotions, Transfers	11
6	Personnel Evaluations	12
7	Termination of Employment	13
8	Working Hours and Conditions	13
9	Vacations	14
10	Holidays	15
11	Compensatory Time	16
12	Personal Days	17
13	Sick Leave	17
14	Unused Sick Time	18
15	Emergency Leave	18
16	Leaves of Absence	19
17	Labor/Management Meetings	20
18	Non-Discrimination Clause	20
19	Fully Bargained Clause	21
20	Savings Clause	21
21	Insurance	21
22	Tax Sheltered Annuity	23
23	Salary	24
24	Duration	26

## **PREAMBLE**

This AGREEMENT is made this 19<sup>th</sup> day of June, 2003, between the trustees of the BLOOMFIELD PUBLIC LIBRARY hereinafter referred to as the “Employer” and THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the “Union”.

## **WITNESSETH:**

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, and the establishment of an equitable procedure for the resolution of differences and other conditions of employment;

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the Union as follows:

## **ARTICLE 1**

### **RECOGNITION**

The Employer recognizes the Communication Workers of America, Local 1031, as the exclusive bargaining agent for all full time (thirty or more hours per week) employees of the Bloomfield Public Library, and permanent part-time employees exclusive of the Director, Assistant Director, confidential secretaries, managerial employees, temporary/seasonal or provisional employees.

## **ARTICLE 2**

### **UNION RIGHTS**

#### **2.1 Dues Deduction**

- A. Upon receipt of properly written authorization from the employee, the Employer shall deduct Union dues in an amount certified by the CWA 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 to the Union and shall remit the dues collected to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington, DC 20001-2797. Said remittances shall be made by

the 15<sup>th</sup> day of the month following the calendar month in which such deductions are made, together with a list of monies from whose salary such deductions were made. The Union agrees to indemnify and hold harmless the Employer, its officers and employees, from any causes of actions, claims loss or damage incurred as a result of this article.

**B. Representation Fee**

**1. Purpose of Fee**

If any employee included in the Recognition Clause does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

**2. Amount of Fee**

Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by nonmembers will be eighty-five percent (85%) of the fee paid by members.

**3. Mechanics**

The mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.

**4. Indemnification and Save Harmless Provision**

**a. Liability**

The Union agrees to indemnify and hold the Employer harmless against ant liability which may arise by reason of any action taken by the Employer in complying with the provisions of this Article, provided that:

- (1) the Employer gives the Union timely notice in writing of any claim, demand, suit or other form

of liability in regard to which it will seek to implement this paragraph; and

- (2) if the Union so requests in writing, the Employer will cooperate fully with the Union in gathering evidence, securing witnesses, and in all other aspects of said defense.

b. **Exception**

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

2.2 **Shop Stewards**

- A. Employees shall have the right for a steward to be present, if the employee so requests, during any meeting which the employee believes may result in his/her discipline.
- B. Members of the Union who are elected by the Union to negotiate with Management shall be granted time off with pay or Comp Time when negotiations with Management are mutually scheduled during the employees normally scheduled hours.
- C. Union activists shall be granted a total of four (4) days off per year to attend Union Trainings.

2.3 **Union Bulletin Boards**

A bulletin board, of the size and type agreed upon by the Union and the Library, shall be made available by the Library to be located in the employee lounge, for the use of the Union for the purpose of posting Union announcements and other information of non-controversial nature.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### 3.1 Definition:

##### A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, applicable or violation of this Agreement between the Employer and the Union.

B. 1. A “class one grievance” shall mean a complaint by an employee(s) or the Union that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or disciplinary action. Grievances initiated pursuant to this section may be processed through Step 3, arbitration.

2. A “class two grievance” shall mean a complaint by an employee(s) or the Union that there has been a violation, misinterpretation or inequitable application of any Library policies effecting employees. Grievances initiated under this section may be processed through Step 2.

C. A “grievant” is an employee who files a grievance.

D. “Representative” is a person or agent designed to represent either party in this procedure.

E. “Day” means Monday through Friday excluding days on which the Library is closed.

#### 3.2 Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure.

- C. **Formal grievances and appeals shall be filed in writing setting forth the date of occurrence, the section(s) of the contract allegedly violated, the relief sought, and the reason for non-acceptance of the decision at previous steps.**
- D. **A grievant shall be permitted a representative at all levels of the procedure.**
- E. **Failure by the Employer to issue a decision within the specified time limit shall permit the grievance to be moved to the next level.**
- F. **Failure to process a grievance, or advance a grievance to the next level, within the time limits prescribed herein shall terminate the grievance.**
- G. **Employees shall continue to observe all rules, regulations and directives during the processing of any grievance.**
- H. **Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his/her immediate supervisor.**

### **3.3 Processing**

- A. **Time Limit – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties in writing.**
- B. **Step 1 – The grievant(s) and their representative shall present a written statement of the alleged grievance to the Library Director or his/her designee. The grievant must file the written grievance within ten (10) calendar days of the occurrence of the grievance. The Library Director will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission date of the grievance form.**
- C. **Step 2- If the grievant is dissatisfied with the answers submitted by the Library Director, the grievant and their representative may appeal the answer of the Director within seven (7) calendar days after receipt of the written answer at the first step of the process by the grievant. The employee will request that the Library Director schedule a hearing before the**

Board of Trustees or a committee thereof. The hearing granted by the Employer will take place within thirty-five (35) calendar days after the scheduled date is submitted to the grievant. The Library Board will render a written decision within seven (7) calendar days of the hearing.

**D. Step 3 – Arbitration**

1. Within fifteen (15) calendar days after receipt of the decision of the Board of Trustees, the Union may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
2. **Powers of the Arbitrator**- It shall be the function of the arbitrator, and he/she shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
  - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - (b) He shall have no power to rule on any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 11A, N.J. Statutes.
  - (c) In the event that a case is appealed to an arbitrator on which he had no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - (d) The fact that the grievances has been considered by the parties in the preceding steps of the grievance procedure, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
3. The decision of the arbitrator shall be binding

4. The fees and expenses of the arbitrator shall be shared equally by the Union and the Board. All other expenses shall be borne by the party incurring them.

### 3.4 General Provisions

- A. No reprisals will attend any party in interest by reason of the the utilization or participation in the grievance procedure.
- B. The filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operation of any of Library's agencies.
- C. All records of grievance processing shall be filed separately.
- D. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held in the Library's premises.
- E. The Library agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union Representative who is an employee of the Library throughout the grievance procedure. In the event that it is necessary to require the attendance of other employees during any steps of the grievance procedure the Director shall be notified in advance and the employees shall not lose pay for such time.
- F. The Shop Steward shall have the right to investigate grievances without loss of pay provided the investigation does not interfere with the work of any other employee.
- G. The employee(s) shall have the right to have the Shop Steward and CWA representative present at all steps of the grievance procedure. The Director will be notified in advance when an outside representative will be present.

## **ARTICLE 4**

### **RIGHTS AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES**

#### **4.1**

**The Board, on its own behalf and on behalf of the citizens of Bloomfield, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Personnel, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.**

#### **4.2**

**The Board and the Director retains the right, in accordance with applicable State and Federal laws and regulations (a) to direct employees of the Library, (b) to hire, promote, transfer, assign and retrain employees in positions within the Library, (c) to suspend, demote, discharge, or take other disciplinary action against employees, for just cause (d) to layoff employees from duties because of legitimate reasons, (e) to maintain the efficiency of the Library operations entrusted to them, (f) to determine the methods, means and personnel by which such operations are to be conducted, and (g) to take whatever actions may be necessary to carry out the mission of the Library in situations of emergency.**

#### **4.3**

**The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board of Trustees and the CWA for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or**

contemplation of either or both parties at that time that they negotiated or signed this Agreement.

4.4

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE 5**

### **APPOINTMENTS, PROMOTIONS, TRANSFERS**

#### **5.1 Classification of Positions**

Titles of library positions are established by the New Jersey Department of Personnel, and have been adopted by the Board of Trustees for all positions.

#### **5.2 Appointments**

Full-time staff are appointed by the Library Board of Trustees upon the recommendation of the Director and in accordance with New Jersey Department of Personnel laws, rules, and regulations.

#### **5.3 Promotions**

When vacancies occur promotions may be made by the Library Board upon the recommendation of the Director and in accordance with New Jersey Department of Personnel laws, rules, and regulations.

#### **5.4 Transfers**

Transfers are made to meet the needs of the Library and the talents and interests of the employee. Transfers are discussed in advance with staff members concerned, in order to explain reasons for the moves and, whenever possible, to give consideration to employee's wishes and in accordance with New Jersey Department of Personnel laws, rules, and regulations.

#### **5.5 Posting**

The Employer shall post all permanent vacancies and promotional opportunities on the Union Bulletin Board ten (10) days in advance of appointments. Seniority, education experience, and satisfactory evaluations may be considered in promotions and transfers.

## **ARTICLE 6**

### **PERSONNEL EVALUATIONS**

#### **6.1**

**Each employee shall be evaluated on his/her total performance as an employee of the Library. Evaluations shall be in writing and shall become a part of the employee's permanent record.**

- A. The first evaluation of an employee will occur with the first one hundred days of employment. Thereafter, evaluations will be made at least once per year.**
- B. The employee shall sign the file copy of the evaluation for the sole purpose of acknowledging receipt of a copy of the evaluation.**
- C. Evaluations may be written by the Department Head and/or Director.**

#### **6.2**

**The Director will discuss evaluation rating with staff members whose general performance is not considered satisfactory. The Department Head may be invited to join the discussion. Every effort will be made by the Administration to help staff members improve. Increments may be withheld for unsatisfactory performance. The granting or withholding of increments is decided by the Director and the Board of Trustees and is based upon the performance and promise of the individual. Personnel evaluation for the calendar year constitutes part of the basis for decision.**

#### **6.3**

**Evaluations resulting in loss of pay or demotion create an issue which may be grieved. Violation of the evaluation procedure is grievable.**

## **ARTICLE 7**

### **TERMINATION OF EMPLOYMENT**

#### **7.1 RESIGNATION**

- A. Professional staff are required to give at least thirty (30) days written notice of resignation, exceptions may be granted.**
- B. Non-professional staff are required to give two (2) weeks written notice of resignation.**

#### **7.2 Discharge**

- A. After provisional appointment, the employee is on a three (3) month Probationary Period during which he/she may be dismissed for any reason without recourse to the grievance procedure contained herein.**
- B. After the three (3) month Probationary Period, discharge may occur only in accordance with the New Jersey Department of Personnel Rules.**

## **ARTICLE 8**

### **WORKING HOURS AND CONDITIONS**

- 8.1 Full-time employees work thirty-five (35) hours weekly. They work thirty-two-and-a-half (32 1/2) hours per week during the summer period from the middle of June through Labor Day.**
- 8.2 Full-time employees who work in the evening and Saturday are scheduled one-half (1/2) hour less per week for every evening or Saturday worked during a given week.**
- 8.3 The specific hours worked are subject to the needs of the various departments.**
- 8.4 Lunch or dinner period is one (1) hour and is not considered part of the working day.**

- 8.5 No full-time employee will be required to work more than one (1) night a week except in an emergency.
- 8.6 Staff members will be required to work every third Saturday, as assigned by the Supervisor or Director.
- 8.7 During the work day two (2) fifteen (15) minute breaks (one in the morning and/or one in the afternoon and evening) are granted. Employees may leave the building during break time.

## **ARTICLE 9**

### **VACATIONS**

- 9.1 Vacation time is accrued as follows:
- A. **Full-time Salaried Personnel Hired Prior to January 1, 1984**
- Two (2) days per month for a total of twenty-four working days per year.
- B. **Full-time Salaried Personnel Hired After January 1, 1984**
- 15 days per year for 1-5 years of service  
18 days per year for 6-10 years of service.  
22 days per year for 11 years of service and longer.
- 9.2 All full-time and part-time non-competitive employees shall accrue vacation from the date of hire. Competitive part-time employees shall accrue vacation from the date of permanent status.
- 9.3 If vacation days are not taken during the prescribed vacation year the days will be forfeited, except when specially permitted otherwise by the Director. Vacation carryover with the Director's permission will be limited to one week. The week carried over must be taken during the following year and is not convertible to cash. Permission to carryover and/or take carried-over vacation days will not be unreasonably denied.
- 9.4 If a holiday falls in a week scheduled for vacation, compensatory time will be granted.

- 9.5 Vacation is earned from January 1 through December 31<sup>st</sup> for use in the following year.
- 9.6 Part-time employees shall receive pro-rated vacation time.
- 9.7 Vacation requests must be submitted no later than March 31<sup>st</sup> of the year in which it will be taken. When possible, vacation requests will be made six (6) months prior to the proposed start date. Any changes in vacation requests after March 31<sup>st</sup> are subject to approval of the Director or Supervisor.

## ARTICLE 10

### HOLIDAYS

- 10.1 Full-time salaried Library employees are entitled to time off for the following paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Election Day (National elections)
Good Friday	Veteran's Day
Saturday Before Memorial Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas

The Library will remain open on Lincoln's Birthday and President's Day till 5:00 p.m. These days will be floating holidays. The Library will close on Election Day for National elections only. On Election Days for statewide office selection, the library will close at 5:00 p.m.

- A. When a holiday falls on a day which is a regular day off or part of a vacation week, staff members will be given compensatory time on a one-for-one basis.
- B. Staff members scheduled to work on any of the above holidays, when the Library is open, are given compensatory time on a one-for-one basis.
- C. Part-time employees (permanent or provisional) are entitled to the same holidays described above and prorated in accordance with NJAC:2-18.2 (b) and (c).
- D. For members of religious groups which have special observances on days other than the holidays described under Section 10.1, a personal day, or a vacation day, pursuant to Article 12, Personal Days, may be requested.

- E. Requests to be off on compensatory time on holidays when the library is open will be made in accordance with the personal leave day procedure in Article 12.
- F. A maximum of two (2) employees per department may request to use compensatory time when the Library is open on holidays listed in this Article. The request may be granted at the discretion of the Director. The Director will not unreasonably deny requests.

## **ARTICLE 11**

### **COMPENSATORY TIME**

- 11.1 Compensatory time is a reimbursement in time to full-time employees for a variety of reasons:
  - A. Extra hours worked beyond the normal work week when approved by the Director.
  - B. Time worked on a holiday set forth in Article 10 on which the Library is open.
  - C. Time due for a free day coinciding with a holiday on which the Library is open or closed.
  - D. Participation and/or attendance at a library meeting or conference on a free day or during hours beyond the regularly scheduled work day.
  - E. Other situations for which compensatory time is approved by the Library Director.
  - F. Employees scheduled to take compensatory time for Saturday, will not be charged for the time if the Library closes because of a snow storm or other emergency.
- 11.2 Compensatory time must be taken thirty (30) days before or after the date for which this time is due. If not taken within that period, the time due is forfeited, unless a time extension is approved in writing by the Director.

## **ARTICLE 12**

### **PERSONAL DAYS**

- 12.1 Three (3) personal days per calendar year are granted to each full-time, salaried employee and may be taken for any reason. The employee must apply to the Supervisor/Director for approval to take these days.**
- A. These days do not cumulate**
  - B. A personal day is counted as a seven (7) hour day.**

## **ARTICLE 13**

### **SICK LEAVE**

- 13.1 Sick leave is defined as the absence of an employee because of his/her illness, accident, exposure to contagious disease, and/or medical or dental appointment.**
- A. A doctor's statement shall be required if the staff member is absent from work on sick leave for three (3) consecutive or more days, exceptions may be made to this requirement.**
  - B. Full-time, salaried employees are entitled to a total of fifteen (15) days per calendar year.**
  - C. Any sick time not used at the end of each year is cumulative.**
  - D. Part-time workers will receive pro-rated sick time.**
  - E. For serious illness in the immediate family, employees may use up to five days accumulated sick time with the Director's approval.**

## **ARTICLE 14**

### **UNUSED SICK TIME**

- 14.1 Employees who retire and collect a Public Employee Retirement System pension and who have worked at the Library for 15 years or more shall receive compensation for unused sick pay at the rate of twenty dollars (\$20.00) per day with the maximum amount payable of fifteen hundred dollars (\$1500).**
- A. Retiring professional employees are required to give the library forty-five (45) days written notice of retirement. Retiring non-professionals are required to give the library thirty (30) days written notice of retirement. Failure to give the required notice of intention to retire may be cause for forfeiture of the compensation for unused sick leave, exceptions may be granted.**

## **ARTICLE 15**

### **EMERGENCY LEAVE**

- 15.1 Full-time employees are entitled to emergency leave as described below:**
- A. Death in the Immediate Family**
- An allowance of up to five (5) work days per year will be granted.**
- Definition: Immediate family includes spouse, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, grandfather, grandmother, or anyone making his or her home with the family, or anyone who actually stands in the position of a member of the immediate family to the staff member.**
- B. Death of a Relative other than a Member of the Immediate Family**
- An allowance of one (1) day's absence from work will be granted.**
- Definition: Uncle, aunt, nephew, niece, cousin or relative by marriage, other than mother-in-law or father-in-law.**

C. **Serious Illness in the Immediate Family**

An allowance of up to three (3) days per year. The immediate family is defined as parent, spouse and child.

- 15.2 This policy covers brief absences not chargeable to sick leave time. The provisions for absence, at full pay, as stated above are for the calendar year, and unused days shall not cumulate.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

16.1 **Leaves of Absence**

- A. In accordance with New Jersey Department of Personnel Rules, the Board of Trustees upon recommendation of the Director may grant a leave of absence without pay up to six (6) months at the employee's request, which may be renewable once for the same period.
- B. A leave of absence without pay may be granted for the following purposes: further education in an accredited library school, travel, child rearing, and/or for other related reasons that are acceptable to the Board of Trustees. Generally, this request should be submitted to the Director in writing at least three (3) months before needed. Requests for leave shall not be unreasonably denied.
- C. Employees shall be returned to the permanent job classification they held at the time the leave was approved.

16.2 **Special Leaves** (Jury Duty, Armed Forces Reserve, and Military Service)

A. **Jury Duty**

Full-time staff shall be given time off without loss of pay or vacation when required to do jury duty. Staff members are normally expected to follow their evening and Saturday schedules provided their time on jury duty does not conflict with the hours they are scheduled to work. If they are excused from jury duty for all or half of a regular work day, they are expected to report for work. An employee's combined time for jury duty and hours at work shall not exceed the employee's normal work hours for that week.

**B. Armed Forces Reserve**

Full-time staff who are required to serve for up to two (2) weeks in the Reserve units or National Guard will receive their regular pay less their military pay during the service period. Time needed for this annual training period is in addition to vacation time.

**C. Military Service for Active Duty**

Full-time staff who are called to active duty in the Armed Forces of the United States will be granted leave of absence and reemployment in accordance with federal and state law.

**D. Family Leave Policy**

The Library will adopt and administer a family leave policy consistent with State and Federal regulations.

**ARTICLE 17**

**LABOR/MANAGEMENT MEETINGS**

17.1 Labor/Management meetings, to discuss non-contract issues considered important by either the Union or the Employer, may be arranged by mutual agreement between the Union representative and the Library Director. Meetings shall be attended by such representatives for the parties as they deem useful to the discussion.

17.2 Arrangements for the time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a proposed list of employees who will attend and an agenda of the matters to be discussed at the meeting. Matters discussed at the meeting shall be limited to those included on the agenda. The members of the Union attending such meetings shall not lose time or pay for time so spent. Meetings should be scheduled so as not to interfere with Library operations.

**ARTICLE 18**

**NON-DISCRIMINATION CLAUSE**

The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to age, sex, handicap, sexual orientation,

marital status, race, color, creed, national origin, union membership, union activity or political affiliation.

## **ARTICLE 19**

### **FULLY BARGAINED CLAUSE**

The foregoing constitutes the entire Agreement between the parties and shall supersede any and all rules and regulations in conflict therewith which were previously in effect. All other rules and regulations affecting conditions of work which were in effect at the time of signing of this Agreement shall remain in effect and are made part of this Agreement.

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

## **ARTICLE 20**

### **SAVINGS CLAUSE**

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

## **ARTICLE 21**

### **INSURANCE**

#### **21.1 Health Insurance**

- A. All full-time employees who work at at least twenty (20) hours per week are eligible to be enrolled in the State of New Jersey Health Benefits Plan. Coverage is available following the completion of two (2) months of

continuous service. If the health benefits program should change during the life of this contract benefits will be equal to or better than the current coverage.

- B. For the term of this contract, the Library will bear the cost of coverage for spouses and eligible dependents, as defined in the State of New Jersey Plan, only for employees who enroll in the New Jersey Plus plan.
- C. Eligible employees who opt out of health coverage will receive one half of the premium that is saved. This will be in effect if permissible.
- D. Health insurance will be paid for retirees who have completed twenty-five (25) years or more of service to the Library in accordance with State Law.
- E. Medicare reimbursement will be paid to active employees as well as retirees who have completed twenty-five (25) years of service in accordance with State Law.

## 21.2 Life Insurance

### A. Public Employees' Retirement System

#### 1. Contributory

All permanent employees are required by New Jersey Statute to participate in the P.E.R.S. Contributory Group Life Insurance Plan during the employee's first year (12 months) as a member of the System. Cost of premium is paid by the employee.

#### 2. Noncontributory

All permanent employees are insured under the Noncontributory Group Life Insurance Plan. Cost of premium is paid by the Township.

## 21.3 State Temporary Disability Benefit

Employees are insured under the State Temporary Disability Benefit Plan. Deductions are taken from the employee's salary as required by State Law. The employer also contributes.

## 21.4 Unemployment Insurance

Employees are covered for Unemployment Insurance. Deductions are taken from employees' salary as required by State law.

**21.5 Dental Insurance**

- A. Employees and their dependents may enroll in the Delta Dental preferred dental insurance program. The cost of enrollment shall be borne by the Library.
- B. Employees may elect to waive coverage in the Dental insurance program by completing a waiver of insurance form. The waiver shall be for the full calendar year. The waiver must be completed prior to December 15 of each year. Employees who waive dental insurance coverage for the year will have four hundred twenty-five dollars (\$425) added to their annual salary. The addition to the annual salary will be payable as part of the regular pensionable payroll.

**21.6 All full-time employees have the following Vision Coverage options:**

- A. Full-time employees may join the Premier Vision Care Network Plan (PVCN) with the Library paying the annual \$25.00 premium plus up to \$50.00 in eye care costs upon presentation of valid receipts. This may be applied to spouse or child if not used by employee.

**OR**

- B. Those full-time employees electing not to join the PVCN Plan will be reimbursed up to \$75.00 upon presentation of valid receipts. This may be applied to a spouse or child if not used by the employee.

This benefit applies annually to eye care costs, including eye glasses and contact lenses.

**ARTICLE 22**

**TAX SHELTERED ANNUITY**

Employees may enroll in a variety of Tax Sheltered Annuities. Payroll deductions will be limited to one annuity carrier.

## **ARTICLE 23**

### **SALARY**

- 23.1 Salaries are described in the Salary Guides agreed by the Library Board of Trustees and the Communication Workers of America that are attached hereto and made a part hereof.**
- 23.2 Employees shall be paid in twenty-four (24) semi-monthly installments.**
- 23.3 Checks are dated on the 15<sup>th</sup> of the month and the last day of the month, unless these dates fall on weekends or holidays, in which case they are dated the day immediately preceding. Checks may be picked up by the Department Head or his/her delegate in the Administration Office after 3:00 P.M. of the day preceding the date of the check.**
- 23.4 Deductions are made in accordance with Federal and State laws and other agreed upon deductions (i.e. loan repayments, contributory life insurance, tax sheltered annuity deductions, etc.). Employees are eligible for an automatic deduction from their payroll Credit Union deposits or payments.**
- 23.5 Longevity provisions are described below. Employees hired on or after January 1, 1994 are not eligible for longevity. These longevity provisions will be eliminated when all eligible employees have terminated their employment.**
- A. \$300.00 following the completion of 10 calendar years of service, from the 11<sup>th</sup> through the 15<sup>th</sup> year; and further,**
  - B. An additional \$300.00 following the completion of 15 calendar years of service, from the 16<sup>th</sup> through the 20<sup>th</sup> year; and further,**
  - C. An additional \$300.00 following the completion of 20 calendar years of service, from the 21<sup>st</sup> through the 25<sup>th</sup> year; and further,**
  - D. An additional \$300.00 following the completion of 25 calendar years of service, from the 26<sup>th</sup> through the 30<sup>th</sup> year; and further,**
  - E. An additional \$300.00 following the completion of 30 calendar years of service.**

- F. Longevity pay shall be paid on a prorated basis as part of each pay period.**
- 23.6 Part-time employees who are paid on an hourly basis will receive a fifty cent (\$.50) per hour increase each year on the anniversary date of their employment.**
- 23.7 Bonuses may be available to those full-time employees who have reached the maximum step and are not eligible for promotion. Bonuses of \$500 will be awarded at the discretion of the Director and will be based on performance. Each year is considered independently of other years. For those qualifying for bonuses, the following amounts apply:**

**2003 - \$600**  
**2004 - \$650**  
**2005 - \$700**

**ARTICLE 24**

**DURATION**

**This contract is in effect from January 1, 2002 through December 31, 2005**

**IN WITNESS WHEREOF, the parties hereto set their respective signatures.**

**BLOOMFIELD PUBLIC LIBRARY**

**COMMUNICATION WORKERS  
OF AMERICA, AFL-CIO**

---

---

---

---

**MEMORANDUM OF AGREEMENT**

During the negotiations process it was agreed that the staff room would be moved to the audio-visual room on the mezzanine.

For the Association:

For the Board

---

---

---

---

---

---