

Contract no. 1329

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AGREEMENT

TEANECK PUBLIC LIBRARY

-AND-

TEANECK PUBLIC LIBRARY STAFF ASSOCIATION

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JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	
I	RECOGNITION . . . . .	2
II	MANAGEMENT RIGHTS . . . . .	3
III	NON-DISCRIMINATION . . . . .	4
IV	MAINTENANCE OF WORK OPERATIONS . . . . .	5
V	GRIEVANCE PROCEDURE . . . . .	6
VI	SALARIES . . . . .	10
VII	LONGEVITY . . . . .	14
VIII	WORK WEEK . . . . .	16
IX	VACATIONS . . . . .	18
X	HOLIDAYS . . . . .	21
XI	SICK LEAVE . . . . .	23
XII	TERMINAL LEAVE . . . . .	26
XIII	FUNERAL LEAVE . . . . .	27
XIV	PERSONAL DAYS . . . . .	28
XV	COMPENSATORY TIME . . . . .	29
XVI	LEAVE OF ABSENCE FOR MATERNITY OR ILLNESS	30
XVII	JURY LEAVE . . . . .	31
XVIII	LIFE INSURANCE . . . . .	32
XIX	HOSPITALIZATION . . . . .	33
XX	PENSION . . . . .	33
XXI	WORKER'S COMPENSATION . . . . .	34
XXII	CLASSIFICATIONS . . . . .	35

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXIII	PROBATIONARY PERIOD . . . . .	35
XXIV	BULLETIN BOARD . . . . .	36
XXV	PROMOTIONS . . . . .	36
XXVI	RECORDKEEPING . . . . .	37
XXVII	WEATHER EMERGENCIES . . . . .	37
XXVIII	EVALUATIONS . . . . .	38
XXIX	PROFESSIONAL MEETINGS, COURSES AND WORKSHOPS . . . . .	38
XXX	LABOR RELATIONS SEMINAR . . . . .	39
XXXI	DUES CHECKOFF . . . . .	40
XXXII	HEALTH AND SAFETY . . . . .	43
XXXIII	RESIGNATION . . . . .	43
XXXIV	RETIREMENT NOTICE . . . . .	44
XXXV	SEPARABILITY AND SAVINGS . . . . .	44
XXXVI	FULLY BARGAINED PROVISIONS . . . . .	45
XXXVII	TERM AND RENEWAL . . . . .	46

PREAMBLE

THIS AGREEMENT, made this 13th day of February, 1992, between the TEANECK PUBLIC LIBRARY BOARD OF TRUSTEES, hereinafter referred to as the "Board", and the TEANECK PUBLIC LIBRARY STAFF ASSOCIATION, hereinafter referred to as the "Association", represents the full and final understanding on all bargainable issues by and between the parties.

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive negotiating agent for all full-time and salaried part-time Supervising Librarians, Principal Librarians, Senior Librarians, Librarians, Library Trainees, Principal Library Assistants, Senior Library Assistants, Library Assistants, Principal Accounts Clerk, Supervising Maintenance Repairer, / <sup>Low Pressure License,</sup> Senior Maintenance Repairer, Senior Building Maintenance Workers, Building Maintenance Workers, Building Service Workers, and Pages employed by the Board, excluding the Director, Assistant Director, Administrative Secretary, Managerial Employees, Confidential Employees, Student Pages and all other employees of the Board.

B. The Board acknowledges the Association as representing the Senior Librarian - Marilyn Force and the Librarian - Marilyn SanGeorge, effective 1/1/92.

C. The title "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

D. Salaried part-time employees shall be defined to mean persons employed by the Board during the entire calendar year.

ARTICLE II

MANAGEMENT RIGHTS

A. The Board hereby 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 Constitution of the State of New Jersey and of the United States including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Library and its properties and facilities and the activities of its employees while on duty.

2. To hire all employees and subject to the provision of law, including Civil Service, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, including Civil Service.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and

express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board's powers, rights, authority, duties and responsibilities under N.J.S.A. 40, 40A and N.J.S.A. 11 or any other national, state, county or local laws or ordinances.

### ARTICLE III

#### NON-DISCRIMINATION

A. There shall be no discrimination, interference, or coercion by the Board or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership. Neither the Board nor the Association shall discriminate against any employees because of race, creed, color, age, sex or national origin.

B. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Association. In the exercise of that right, neither party, nor any of its agents shall discriminate, coerce or otherwise interfere with the employee.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Board. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.



## ARTICLE V

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1 - The aggrieved or the Association shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act within said seven (7) calendar days shall be deemed to - constitute an abandonment of the grievance.

Step 2 - If no Agreement can be reached orally within seven (7) calendar days of the initial discussion with the Head of the Department, the employee or the Association may present the grievance in writing, and have a discussion within seven (7) calendar days thereafter with the Head of the Department and Director, or solely with the Director, in the discretion of the aggrieved or the Association.

Step 3 - If no Agreement can be reached within seven (7) calendar days of the discussion at Step 2, the employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Library Board. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion(s), the applicable section of the contract violated, and the remedy requested by the grievant. The Board will answer the grievance in writing within thirty (30) calendar days of receipt of the written grievance. Copies of both the written grievance and the Board's decision shall be given to the Director.

Step 4 - (a) If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator. The decision of the

Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(b) The Arbitrator shall have no authority to add to or subtract from the Agreement.

(c) In no event shall a complaint as indicated in B above or any other matter not pertaining to the specific contents of this Agreement be submitted to or considered by an Arbitrator.

(d) It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) days after the decision rendered by the Library Board on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to review and/or the decision of the Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Department of Personnel review and decision.

E. Any employee covered by this Agreement shall have the right to process his/her own "grievance" or complaint through Step Four - Arbitration in accordance with the provisions of this Article. However, in the event the Association declines to pursue the matter to arbitration and the individual employee

wishes to so proceed, such employee shall bear the expense of such arbitration equally with the Board.

F. The time limits expressed herein shall be strictly adhered to. If any "grievance" or complaint has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any "grievance" or complaint is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then it shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the "grievance" or complaint at any step in the Grievance Procedure.

G. The Association may file a grievance at any of the Steps in paragraph "D", except that the Association shall not proceed directly to arbitration without filing a grievance at one of the "in-house" steps.

ARTICLE VI

SALARIES

A. 1. Salary Guides

<u>SALARY SCALES</u>	<u>STEPS</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
Library Assistant	min	\$17471	\$18345	\$19840
	1	18033	18934	20477
	2	18593	19523	21114
	3	19155	20113	21752
Senior Library Assistant	min	18061	19264	21159
	1	18651	19884	21829
	2	19243	20506	22501
	3	19835	21126	23172
	4	20427	21748	23845
	5	21018	22369	24516
	max	21610	22991	25189
Principal Library Assistant	min	20724	21760	23533
	1	21440	22512	24347
Principal Account Clerk	2	22157	23265	25161
	3	22872	24016	25973
	4	23589	24769	26787
	5	24305	25521	27601
	max	25018	26269	28410

<u>SALARY SCALES</u>	<u>STEPS</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
Librarian	min	24311	25526	27607
	1	25155	26413	28565
	2	25909	27204	29421
	3	26687	28021	30305
Senior Librarian	min	25468	26741	28921
	1	26886	28231	30531
	2	27899	29293	31681
	3	29722	31208	33752
	4	31140	32697	35362
	5	32501	34126	36907
	max	33999	35699	38608
Building Mtce. Worker	min	16207	17017	18404
	1	16785	17625	19061
	2	17365	18233	19719
	3	17943	18841	20376
	4	18522	19448	21033
	5	19101	20056	21690
	max	19680	20664	22348

<u>SALARY SCALES</u>	<u>STEPS</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
Building Service Worker	min	16207	17017	18404
	1	16785	17625	19061
	2	17365	18233	19719
	3	17943	18841	19376
	4	18522	19448	21033
	5	19333	20299	21954
	max	20070	21073	22791

<u>SALARY RANGES</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
Supervising Librarian	25,000-45,897	25,000-48,192	25,000-52,120
Principal Librarian	25,000-45,897	25,000-48,192	25,000-52,120
Supv. Maintenance Repairer, Low Pressure License	20,000-34,993	20,000-36,743	---

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MMP*

2. a. The salary guides above reflect the following increases for all employees covered by the Agreement: (i) 5% in each year; (ii) In 1993, employees will receive an additional 3% for working a 35 hour week. The 1993 guides were calculated by taking an employees 1992 step or base salary and increasing that sum by first 5% and then increasing that sum by 3%.
- b. Those employees in positions without salary guides will receive 5%, 5%, and 5% for 1991, 1992, and

1993 respectively plus an additional 3% in 1993 for working a 35 hour week.

- c. Part time employees' salaries will be calculated on a 35 hour work week beginning 1/1/93.

B. Promotions

When an employee is promoted, placement on the Guide for the new position shall be one step below the pre-promotion step.

- C. Bargaining Unit Employee(s) hired on or after October 1st of any calendar year shall not be entitled to receive the salary increase in the following year.



ARTICLE VII

LONGEVITY

A. 1. All full-time employees shall receive in addition to their salaries provided in the salary schedule a longevity payment in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
6-10	2%
11-15	4%
16-20	6%
21-25	8%
At 26	10%

2. The maximum amount of longevity any employee may receive, notwithstanding the schedule above, is Two Thousand Five Hundred (\$2,500.00) dollars. Employees who have exceeded this cap as of January 6, 1992 shall remain at the 1992 dollar amount as their maximum.

B. Salaried part-time longevity shall be as follows:

6-10 years	\$ 5.00 per hour worked*
11-15 years	10.00 per hour worked*
16-20 years	15.00 per hour worked*
21-25 years	20.00 per hour worked*
26 +	25.00 per hour worked*

\*Example: Employee hired for 20 hours per week will receive in years 6-10, 20 hours x \$5.00 = \$100.00 per year; years 11-15, 20 hours x \$10.00 = \$200.00 per year, etc.)

C. Employees who move from full time to part time status or vice versa will be placed on the same longevity step level.

D. Effective January 1, 1992, the employees listed below shall receive longevity as indicated. These changes are due to a negotiated adjustment in the calculation of part time/full time conversion:

Ms. DeMatteo Year 2; 6%

Ms. Sirulnick Year 4; 6%

Ms. Wilen Year 4; 2%

Ms. Berniker Year 2; 6%

E. Employees hired by March 15 of a given year will have that year count as year one in calculating their longevity payment. Employees hired after March 15 will not have that calendar year counted in calculating their longevity payment.

F. Association employees eligible for a longevity payment shall receive it beginning January 1.

ARTICLE VIII

WORK WEEK

A. 1. In 1991 and 1992, a normal work week for full-time staff shall consist of five (5) days, thirty-four (34) hours, Monday through Saturday.

2. Effective January 1, 1993, a normal work week for full time staff shall consist of five (5) days, thirty five (35) hours, Monday through Saturday.

B. 1. Sundays shall not be considered as part of the mandatory work week. Sundays shall be staffed on a voluntary basis. However, if no Association members volunteer to work on a given Sunday, the Director shall have the right to assign one (1) employee to work on a rotating basis.

2. The unit employees are guaranteed four (4) positions of employment each Sunday the Library is open. It is understood that any additional positions needed to staff the Library on Sunday may be filled by non-unit members. Compensation for such employees is at the sole discretion of the Library Board.

C. The normal work week for part-time hourly employees shall vary in accordance with the staffing needs of the Library.

D. All employees shall be granted a fifteen (15) minute break for each three and one-half (3 1/2) consecutive hours worked.

E. All full-time staff shall not be required to work more than two (2) nights per week, including Friday nights, nor more

than two (2) Saturdays per month, nor more than one (1) Sunday per month.

F. Part-time staff must be available to work evenings and Saturdays in accordance with the needs of their respective departments.

G. The Board will attempt to have a maintenance employee on duty at the library on Sundays.

H. All maintenance employees shall receive one and one-half (1 1/2) times their regular base rate of pay for all hours worked in excess of forty (40) hours in any scheduled work week.

ARTICLE IX

VACATIONS

A. Employees during their first year of employment shall receive vacation in accordance with the following schedule:

<u>Classification</u>	After first <u>six (6) months</u>	OR	After nine <u>(9) months</u>
Full-time employees	two (2) weeks [ten (10) working days]		four (4) weeks [twenty (20) working days]
Part-time/salaried	one (1) week based on individual's usual number of working days in a week		two (2) weeks based on an individual's usual number of working days in a week
Part-time/hourly	one (1) week based on individual's usual number of working days in a week		two (2) weeks based on an individual's usual number of working days in a week

B. Full time Employees after their first year of employment shall receive four (4) weeks [twenty (20) working days] vacation.

C. 1. Part-time salaried and part-time hourly employees, after their first year, up to and including the 5th year, shall receive two (2) weeks vacation based on an individual's usual member number of working days in a week.

2. After five (5) years of employment, part-time salaried and part-time hourly employees shall receive three (3) weeks vacation based on an individual's usual number of working days in a week.

D. 1. In the first year of employment, no vacation may be taken until six (6) months have elapsed unless approval is granted by the Director.

2. In the event that employment begins after July 1, the time earned must be taken in the subsequent year.

E. 1. Employees shall be allowed to accrue vacation time up to two (2) weeks per year with the permission of the Library Director.

2. Employees shall be eligible to accrue vacation time into the next succeeding year only once every five (5) years. Shorter periods may be permitted at the sole discretion of the Director.

3. All decisions with respect to the right and eligibility to accrue vacation time into the next succeeding year will be made at the sole discretion of the Director.

F. No more than two (2) employees within a Department shall be allowed to take vacation at the same time without Department Head approval. All vacations are to be scheduled within the requirements of the Department and arranged with the Head of the Department. Any exceptions are to be discussed with the Director.

G. Vacations should be requested in a dated memo. Whenever possible, the request should be made at least three (3) months in advance of the desired date and may be taken any week of the year.

H. Schedules permitting, the Saturday prior to vacations should be free; staff must alert Department Head when conflicts arise.

ARTICLE X

HOLIDAYS

A. All full-time employees shall be entitled to the following holidays:

	Library Open
<u>Library Closed</u>	<u>9:00 a.m. - 5:00 p.m.</u>
New Year's Day	Martin Luther King Day
Easter Sunday	Lincoln's Birthday
Memorial Day	Washington's Birthday
July Fourth	Good Friday
Labor Day	Columbus Day
Thanksgiving	Veterans Day
Christmas Day	
Presidential Election Day	

B. Other religious holidays may be taken as either personal or vacation days, or compensatory time.

C. Part-time salaried employees are entitled to a pro-rated number of paid holidays in accordance with the following schedule, said days to be selected in consultation with the Department Heads during the first two (2) weeks in January:

<u>Hours Worked</u>	<u>Holidays Due</u>
under 10 hours	5
10-12 hours	7
13-15 hours	8
16-21 hours	9
22-27 hours	10
28-33 hours	11

D. Part-time salaried employees will owe time for any additional holidays taken, said time to be worked within two (2) weeks of the holiday.

E. If a part-time salaried employee's work schedule includes a holiday, the day will be taken as one of the number



given; the day will be worked since it is not one of the selected holidays, or; the day may be taken and another day worked in its stead within two (2) weeks.

F. All full-time employees who work holidays will be compensated at the rate of two (2) hours compensatory time for every hour worked or may be paid at Sunday pay rate. See Article XV(C) and (D).

G. If a holiday falls on an employee's day off or vacation day, the employee will be granted another day off.

ARTICLE XI

SICK LEAVE

A. Sick leave is defined as an absence from duty because of illness or accident not arising out of an employee's course of employment; exposure to contagious diseases; attendance upon a member of the employee's household seriously ill requiring the care or attendance of such employee.

1. The immediate family shall include spouse, children, mother, father, brother or sister of the employee.

2. The immediate family shall include children, mother, father, brother or sister of the employee's spouse who live as permanent members of the employee's household.

B. All full-time employees shall be granted sick leave as hereinabove defined, with pay as follows:

1. One and one-quarter (1 1/4) working days per month for a total of fifteen (15) working days for each calendar year of service.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. When an employee does not report for duty, for a period of greater than three (3) consecutive days or totalling more than ten (10) days in one (1) calendar year because of sick leave, the employee may be required to show proof of inability to work by submitting to the Library Director upon resumption of duty, a certificate signed by a reputable physician in attendance, to the

effect that the said employee was not, on the date or dates leave was requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Board to substantiate such illness. The Board may require proof of illness from an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

D. One-half (1/2) sick day shall be charged for an absence of more than four (4) hours and no time shall be charged for an absence of less than four (4) hours when such absence is caused by an emergent personal illness of the employee. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor, one (1) hour prior to the time set for him/her to begin his/her daily schedule, if possible. Any employee who is absent for five (5) consecutive days or more and does not notify his/her department head or some responsible representative of the Board on any of the first five (5) days will be subject to dismissal in accordance with the Civil Service rules.

F. Any employee who shall absent him/her self without leave in any month shall forfeit the accrual of sick leave for that month.

G. Salaried part-time employees shall receive sick days in accordance with the above conditions, prorated on the number of hours worked (rounded up to the nearest 1/2 day).

H. In case of extended illness, the employee is to initially utilize his/her accumulated sick time. When all accumulated sick leave has been exhausted, the employee may then utilize vacation and/or compensatory time. If the employee has exhausted all accumulated sick leave, accrued vacation and accrued compensatory time, then the employee may apply in writing to the Board for additional sick leave with or without pay. The Board will decide whether or not to grant additional sick leave, and whether or not to grant said leave with or without pay.

I. If an employee utilizes sick leave for attendance upon a sick member of the employee's immediate family, then the employee shall submit to the Director or designated representative a written explanation of the reasons for the absence.

J. Sick leave may be used for medical and/or dental appointments. If the employee is absent for such an appointment for less than four (4) hours, he/she shall be charged for one-half (1/2) day sick leave. If the employee is absent for more than four (4) or more hours, he/she shall be charged for one (1) sick day.

K. A full-time or salaried part-time employee returning to work after an illness or operation, or attendance upon a sick member of the employee's immediate family, on less than a full-time basis shall be credited only for those hours actually worked.

## ARTICLE XII

### TERMINAL LEAVE

A. Any employee who retires on a monthly pension payment from the Public Employees Retirement System shall be eligible for a lump sum terminal leave payment amounting to fifty (50%) percent of his/her accumulated sick leave time at the employee's salary rate at the time of retirement, but in no case shall it exceed fifteen thousand (\$15,000.00) dollars.

B. The Board shall be required to pay no more than \$30,000 in any one year to all retiring employees. If the total cost goes above \$30,000, the amount of overage shall be subtracted equally from those retiring. In the following year the money to complete payment shall be given first to those who are owed money before it is given to new retirees.

ARTICLE XIII

FUNERAL LEAVE

A. All employees covered by this Agreement shall receive up to five (5) consecutive days for death in the immediate family from the date of death.

B. Immediate family is defined for the purpose of this Article to be spouse, children, mother, father, brother or sister of the employee, and children, mother, father, brother or sister of the employee's spouse who lives as a permanent member of the employee's household.

C. All employees covered by this Agreement shall receive up to three (3) consecutive days for death of a mother-in-law, father-in-law or children-in-law from the date of death.

D. All employees covered by this Agreement shall receive one (1) day to attend the funeral of grandparents or grandchildren.

ARTICLE XIV

PERSONAL DAYS

A. All full-time employees shall be entitled to three (3) personal days, and all part-time salaried employees shall be entitled to one and one-half (1 1/2) personal days, for personal, business, household or family matters described in this Article and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his/her family.

D. Application for a personal day containing the reasons for the leave must be submitted at least three (3) days in advance, if possible, to the Director or designated representative.

E. Personal days may not be accrued or added to vacation or sick time.

F. In the case of an extended illness, an employee may request from the Board, in writing, the right to use unused personal days. This request may be granted in the sole discretion of the Board.

G. Personal days may not be taken consecutively, except in the case of a prolonged emergency as approved by the Board.

ARTICLE XV

COMPENSATORY TIME

A. Compensatory time must be taken within six (6) months of accrual at a time approved by the Director or designated representative or the time will be scheduled by the Director. If the time cannot be scheduled within the six (6) months period as a result of the Director's actions, the period of time shall be extended for an additional six (6) months.

B. Compensatory time of one and one-half (1 1/2) hours for each hour worked shall be given to an employee who works on an "emergency closing" day.

C. When an employee works on a Sunday, s/he shall be paid double time which the employee may choose in the form of salary or compensatory time.

D. When a full time employee works on a holiday s/he shall be paid double time which the employee may choose in the form of salary or compensatory time.



ARTICLE XVI

LEAVE OF ABSENCE FOR MATERNITY OR ILLNESS

A. All salaried employees must first take all accumulated sick time, personal days, compensatory time and vacation prior to requesting a leave of absence for maternity or illness.

B. A two (2) week leave of absence with pay may then be requested from the Board upon recommendation of the Director.

C. Reapplication must be made to the Board for any further leave.

D. In the case of leave without pay, the employee is responsible for health insurance and pension payments.

ARTICLE XVII

JURY LEAVE

A. Any full-time or salaried part-time employee covered under this Agreement shall be excused from employment on all days s/he is required to be present in court in response to a summons for jury service.

B. Any employee so excused shall receive his/her usual compensation for each day s/he is on jury service less the amount of per diem fee s/he receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.

C. If compensation to the employee for serving on jury duty exceeds per diem compensation, the employee shall retain the larger amount.

D. Upon receipt of a call to jury duty, the employee must notify the Director in order to be eligible for jury leave.

ARTICLE XVIII

LIFE INSURANCE

A. All full-time employees are provided with a \$10,000.00 death benefit at no cost either through a life insurance policy or a self-insurance program.

B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier or the Bond.

C. Employees shall not be entitled to continue under the Board's life insurance plan upon retirement.

ARTICLE XIX

HOSPITALIZATION

A. Salaried employees working a minimum of twenty (20) hours a week and their eligible dependents shall receive paid Hospitalization, Major Medical and Rider J Coverage with the State Health Benefits Plan of New Jersey, or its equivalent at the Township's option.

B. Health insurance coverage begins on the first of the month following the date an employee completes two (2) full months of employment.

C. Upon retirement, an employee is eligible to make application to continue with health insurance coverage, the cost of which is charged to pension payments; Medicare is taken out of Social Security payments.

ARTICLE XX

PENSION

A. All permanent (certified by Civil Service) employees automatically become members of the Public Employees Retirement System.

B. Pursuant to Chapter 121 of P.L. 1985, all provisional employees with at least one (1) year of service as of April 9, 1985, must be enrolled in the Public Employees Retirement System.

ARTICLE XXI

WORKER'S COMPENSATION

A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, s/he shall be granted an injury leave, which is separate and apart from sick leave, with full pay for a period up to thirty (30) calendar days, provided such employee:

1. Presents evidence that s/he is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within forty-eight (48) hours of the injury or illness.

2. Submits, upon request, to examination by a physician appointed by the Township insurance carrier.

B. All injury leaves shall be terminated when the physician appointed by the Township reports in writing that the employee is fit for duty.

C. Temporary disability payments made in lieu of salary as workers' compensation insurance or as statutorily provided to an employee while on injury leave shall be recorded as non-taxable during each period s/he is carried on the Board's payroll.

ARTICLE XXII  
CLASSIFICATIONS

A. Classifications used by the Board are those established by the New Jersey Department of Personnel. They are described in Civil Service Job Classifications for Public Libraries.

B. In addition to these board job descriptions, individual job assignments will be on file for staff members and will be updated as needed.

ARTICLE XXIII  
PROBATIONARY PERIOD

A. The probationary term of three (3) months, in accordance with Civil Service regulations, starts for employees in competitive classifications on the date of their permanent appointment from the certified Civil Service List.

B. A probationary term of three (3) months, starts for employees in non-competitive classifications with the date of appointment.

ARTICLE XXIV

BULLETIN BOARD

The Board shall supply one (1) bulletin board for the posting of notices and bulletins pertaining only to Association matters. All such bulletins may be posted only upon the authority of officially designated Association representatives.

ARTICLE XXV

PROMOTIONS

A. The Board will endeavor to fill vacant positions by promoting employees from lower rated job titles, where such employees have the qualifications and abilities to perform the work. However, the final decision shall be at the sole discretion of the Library Director whose decision shall not be subjected to the grievance procedure. Any such vacancy shall be posted for a period of twelve (12) working days.

B. The provisional upgrading from permanently appointed Library Assistant to Senior Library Assistant and Librarian to Senior Librarian shall occur after one (1) year, based upon a positive evaluation and recommendation in writing by the Director. Should the promotion not be recommended, a review, in writing, will be held annually thereafter.

C. Vacancies will also be filled in accordance with Civil Service Rules and Regulations.

ARTICLE XXVI

RECORD KEEPING

A. Personnel records shall be kept in compliance with Civil Service regulations (N.J.S.A. 11-1 et seq.).

ARTICLE XXVII

WEATHER EMERGENCIES

A. A weather emergency is declared by the Director who notifies Heads of Departments, who in turn will then notify staff.

B. This procedure will be followed when an emergency is declared and the Library will be closed or an emergency is declared and the Library will be open. In the latter case, those staff members who are able to get work will receive compensatory time.

C. If a weather emergency has not been declared but individual staff members feel driving is hazardous, the time may be charged to personal, vacation or compensatory time.



ARTICLE XXVIII

EVALUATIONS

A. Heads of Departments and/or Directors shall conduct personal conferences and present written performance evaluations to each staff member once a year upon request of the employee.

B. Written evaluations shall be made part of the employee's personnel file. Any unresolved disagreements regarding the evaluation may be handled as outlined in the grievance procedure.

ARTICLE XXIX

PROFESSIONAL MEETINGS, COURSE AND WORKSHOPS

A. Upon prior notice to and authorization of the Library Director, the Board will assume the cost of professional meetings, courses and workshops taken by employees of the Library which, in the opinion of the Library Director, are of benefit to the employee and the Library.

B. Such meetings, courses and workshops shall be taken on the employee's own time, unless otherwise authorized by the Library Director.

ARTICLE XXX

LABOR RELATIONS SEMINARS

A. Staff members chosen by the Association will be granted an aggregate of two (s) days off without loss of pay or benefits to attend labor relations seminars and/or work shops sponsored by the Public Employment Relations Commission.

B. Time off to attend these seminars and/or work shops shall be granted by the Library Director only if a minimum of three (3) days advance notice is given by the staff member(s) chosen by the Association to attend the seminar or work shop.

C. The Library Director has the right to deny such leave if by granting such leave the ability to efficiently operate the Library would be diminished or the need to grant overtime pay would be created.

ARTICLE XXXI

DUES CHECKOFF

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Board agrees to deduct from the pay periods of each month, uniform membership dues, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The Library shall promptly remit monthly, all amounts so deducted with a list of changes to the Treasurer of the Association.

B. Any changes in monthly dues will be certified in writing by the President of the Association, or his/her designee, and the amount shall be uniform for all members.

C. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Board through error or oversight, failed to make the deductions in any monthly period.

D. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

E. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty days written notice from the

Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.

F. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessment of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular members dues, fees and assessments.

G. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designated to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

H. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey public Employment Relations Commission, the Board and to

all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

I. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

J. The Association shall indemnify, defend and save the Board harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

K. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been

executed by the Library after it had satisfied itself that the Association is a proper majority representative.

ARTICLE XXXII

HEALTH AND SAFETY

A. The Association shall be entitled to bring their recommendations with respect to health and safety matters as they pertain to library operations or procedures to the Administration/Library Board for the Board's consideration.

ARTICLE XXXIII

RESIGNATION

- A. All professional staff should submit written resignation to the Board thirty (30) days in advance of resignation date.
- B. Non-professional staff should give two (2) weeks written notice to the Head of the Department in advance of resignation date.

ARTICLE XXXIV

RETIREMENT NOTICE

A. In order to insure that a retiring employee receives all accrued benefits promptly at the time of retirement, said employee shall be required to give the Board a minimum of three (3) months written notice of his/her retirement date.

ARTICLE XXXV

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXVI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

B. A full copy of this Agreement shall be provided by the Library Board to all employees by February 15, 1992. Thereafter, copies of the Agreement shall be given to all new employees upon their being hired.



ARTICLE XXXVII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect through December 31, 1993.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the budget submission date of a desire to change, modify or terminate this Agreement.

C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.

D. Notices sent by the Association shall be served on the Library Director. Notices sent by the Library shall be served on the President of the Association or the designated representative.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Teaneck, New Jersey, on this 13th day of February, 1992.

TEANECK PUBLIC LIBRARY  
STAFF ASSOCIATION

Carl Anderson  
Colthe H. Quirk  
Rosamond L. Wiles  
\_\_\_\_\_

TEANECK LIBRARY BOARD

James Wick  
\_\_\_\_\_  
\_\_\_\_\_  
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