

MEMORANDUM OF AGREEMENT

This Agreement is reached in principle between the Passaic Free Public Library ("Library") and NJELU Local No. 1 ("Union"), for the purpose of achieving a comprehensive settlement which would be subject to the approval by the Library Board and the Union Rank and file. The terms of this Agreement are set forth below and said terms are to be effective upon the execution of this Agreement and shall remain in effect in each successor Agreement between the parties unless specifically modified or deleted through negotiations; however, this Agreement may not be used for any purpose in an interest arbitration proceeding.

1. The parties agree that the terms and conditions of employment which were in place after the expiration of the prior contract shall remain in place for the duration of this agreement and thereafter until a successor agreement is reached.

2. The term of this Agreement shall be from July 1, 1995 through June 30, 1997.

3. All employees covered by this agreement shall be subject to the following wage adjustments:

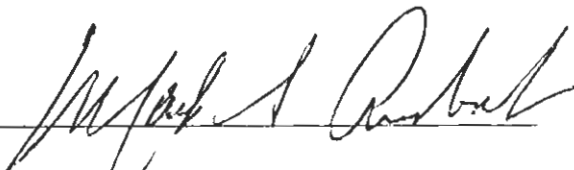
A. Effective July 1, 1995, all covered full-time employees shall receive a five hundred dollar (\$500) bonus, not on base.

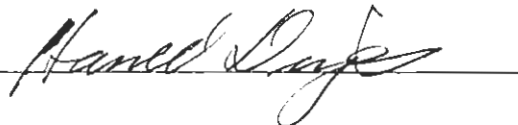
B. Effective July 1, 1996, salary guides for all covered full-time employees as of June 30, 1996, shall be increased by three and one-half percent (3.5%) across-the-board above the guide as of June 30, 1996.

C. All part-time employees covered by this Agreement shall receive the wage adjustments set forth in Sections A and B above prorated to reflect the number of hours worked as opposed to a 35-hour week.

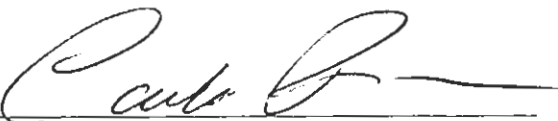
By this Agreement, the parties state their intent and in witness whereof the parties hereto have hereunto set their hands at the City of Passaic, New Jersey, on this 23rd day of February 1998.

FOR THE LIBRARY:

By: 

By: 

FOR THE UNION:

By: 

By: 

A G R E E M E N T

between

THE PASSAIC FREE PUBLIC LIBRARY

and

NEW JERSEY EMPLOYEES LABOR UNION LOCAL NO. 1

JULY 1, 1997 through JUNE 30, 1999

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PREAMBLE

This Agreement entered into this ~~23rd~~ day of ~~February~~, 1998, by and between the Passaic Free Public Library in the State of New Jersey, (hereinafter referred to as the "Library" or the "Employer") and New Jersey Employees Labor Union Local No. 1 (hereinafter referred to as the Union) constitutes the first written contract between the parties and thereby contains all matters of interest to either party. No matter not expressly set forth herein shall be covered by this Agreement and both parties hereto expressly waive any reliance upon past practice regarding any matter whatsoever unless such matter is set forth herein with reference thereto.

ARTICLE I
RECOGNITION

Section A. The Library hereby recognizes New Jersey Employees Union Local No. 1 as the exclusive representative for collective negotiations and the administration of the terms and conditions of employment for the full-time employees of the Library, excluding managerial, supervisory and confidential employees as set forth in Paragraph C hereof, and for all part-time employees except pages.

Section B. Unless otherwise indicated, the term "Employee" when used in this agreement refers to all persons represented by the Union in the above-defined negotiation unit.

Section C. The following managerial, supervisory and confidential employees have previously been and continue to be excluded from the bargaining unit:

- Library Director
- Assistant Library Director
- Secretary to the Director
- Senior Account Clerk

Section D. The following titles, approved by the New Jersey Department of Personnel, are included in the Library Table of Organization:

- Library Director
- Assistant Library Director
- Principal Librarian
- Senior Librarian
- Librarian
- Supervising Library Assistant
- Principal Library Assistant
- Senior Library Assistant
- Library Assistant
- Building Maintenance Worker Foreman
- Building Maintenance Worker
- Security Guard
- Library Pages
- Senior Account Clerk

Section E. The Board may, from time to time, add or delete titles from the active list, subject to the New Jersey Department of Personnel guidelines, by a majority vote of the members present and voting.

Section F. Persons who have served on the staff of the Passaic Public Library in the title of Library Assistant continuously for three years full- or part-time may be considered for recommendation for promotion to the title of Senior Library Assistant subject to satisfactory performance evaluation, the recommendation of the Library Director, the approval of the Board Personnel Chairman and concurrence of the full Board.

Section G. Persons who have served in the title of Senior Library Assistant continuously for fifteen years full- or part-time may be considered for recommendation for promotion to the title of Principal Library Assistant subject to the conditions and procedures outlined above.

ARTICLE II
VISITATION

Section A. The duly authorized officers and/or business representatives of the Union shall be permitted on the Library premises during business hours for the purpose of adjusting complaints and ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the Library's business. The Library, if it so chooses, shall have one of its representatives accompany the business representative while on the premises.

Section B. Prior to the time of entering the Library's premises, the business representative shall secure prior authorization from a representative designated by the Library. The business representative shall conduct him/herself properly while on the Library premises.

ARTICLE III
STEWARDS/GRIEVANCE COMMITTEEMEN

Section A. The Library recognizes the right of the Union to designate a reasonable number of stewards and alternates and grievance committeemen to represent the Union and the employees covered by this Agreement. The Union shall furnish the Library with the names of the stewards and the alternates and the grievance committeeman and will notify the Library of any changes.

Section B. The authority of the stewards or alternates and grievance committeeman so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this agreement, If both parties agree that it is necessary for stewards or grievance committeemen to perform any of such duties during his/her working time, the steward or grievance committeeman shall be released from work by his/her superior as soon as convenient to the Library and only to the extent necessary to make his/her investigation and for conferring with the Library's representative.

2. The transmission to the Library's representative of messages and information which shall originate with and are authorized by the Union or its officers.

3. Otherwise the steward or grievance committeeman shall be required to perform his/her duties in the same manner and to the same extent as other employees.

Section C. Any settlement of a question by the steward or grievance committeeman and the supervisor of an employee involved in a dispute shall be reviewable by the Library and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

Section A. It is recognized that from time to time problems may arise on the job. An initial effort to settle such differences informally should be made between the employee and his/her supervisor. Failing this, the employee may initiate the formal grievance procedure outlined below.

Section B. Each employee should be aware that availing himself/herself of this procedure is an inherent right and shall in no way subject the employee to retribution or in any way affect employee's relationship with his/her supervisor or with the Library system.

STEP ONE:

Within ten (10) working days of the event complained of, the employee, if unable to resolve the matter informally, shall present his/her grievance in writing to his/her immediate supervisor. Such supervisor may question other employees or discuss the matter with other supervisors but shall, in every case, render his/her decision in writing to the employee within five (5) working days of receiving the grievance.

STEP TWO:

If the matter is not resolved at Step One, employee has five (5) working days to submit an appeal in writing to the Library Director. This appeal shall set forth the issue, the remedial action sought and a copy of the original grievance and the supervisor's decision.

The Director shall confer with the employee, the supervisor and any others who may be able to assist in resolving the matter. Within ten (10) working days following the receipt of the appeal, the Director shall issue his/her decision in writing to the employee except that should the Director be unable, through no fault of his/her own to interview all involved parties, he/she shall be granted an additional five (5) working days to render his/her decision, provided the grievant has been so notified within the original ten-day period.

STEP THREE:

If the matter is not resolved at Step Two, the grievant may submit a request, through the Director, to the Personnel Committee of the Board of Trustees for a hearing, which shall take place within fifteen (15) days of the request being received by the Personnel Chairman.

At the hearing, the Committee shall review all documents in the matter, hear the grievant, the supervisor, the Director and any other such person as the parties or the committee may

request. Following the hearing, the committee shall make a recommendation to the Board of Trustees which shall act on the same at its next regularly scheduled public meeting.

a. All time elements established above shall be strictly enforced and failure of the grievant to act within the stated time shall be construed as abandonment of the grievance. Failure of the supervisor or director to act within the appointed time shall constitute a waiver of that individual's right to render a decision in the matter and the grievance shall advance to the next step.

STEP FOUR: ARBITRATION:

If the decision of the Committee after Step Three is not satisfactory to the union, the Union shall have the right to submit the unresolved issue to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission. The arbitrator shall have full power to hear the issue; however, the final decision shall not be binding upon the parties. The arbitrator shall not modify, add to or subtract from the terms of the Agreement. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be non-binding on both parties. The cost of the Arbitrator and his/her expense shall be borne by the loser.

ARTICLE VI
MANAGEMENT RIGHTS

Section A. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and 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 activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time may be determined by the Library.

2. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Library and, after advance notice thereof to the employees, to require compliance by the employees is recognized.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of a lack of work or funds or other conditions where continuation of such work would be inefficient and nonproductive or for other legitimate reasons.

7. The Library reserves the right to lay off with regard to all other conditions where continuation of such work would be inefficient or nonproductive or for other legitimate reasons.

8. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the adoption of policies, rules, regulations and practices and the furtherance thereof,

and the use of judgment, discretion in connection therewith, shall be limited only to 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 the State of New Jersey and of the United States.

Section C. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibility and authority under any national, state or local laws or regulations.

Section D. Disagreements arising from this Article shall be subject to the grievance procedure.

ARTICLE VI
WORK WEEK and WORK HOURS

Section A. The workweek for full-time Library employees covered by the bargaining unit is 35 hours.

Section B. From time to time, it may be necessary for employees to work overtime. Overtime is defined as time worked in excess of forty (40) hours per week.

Section C. Each employee is required to complete a time sheet on a daily basis and to submit the same to his/her supervisor at the time established for each pay period. Time sheets must truly reflect hours worked or reasons for not working (sick, vacation etc.) through the date of submission. All overtime must be indicated.

Section D. Should the Board of the Passaic Free Public Library decide to close the Library due to inclement weather it shall be with no loss of pay to any covered employee. Any employee on approved leave shall have his/her leave bank credited for the time. Inclement weather shall generally be interpreted as, but not limited to three inches (3") of snow.

ARTICLE VII
SALARIES

Section A. Effective July 1, 1997, salary guides for all covered employees as of June 30, 1997, shall be increased by three and one-half percent (3.5%), across the board above the guide as of June 30, 1997.

Section B. Effective July 1, 1998, salary guides for all covered employees as of June 30, 1998, shall be increased by three and one-half percent (3.5%), across the board above the guide as of June 30, 1998.

Section C. Effective July 1, 1999, salary guides for all covered employees as of June 30, 1999, shall be increased by three and one-half percent (3.5%), across the board above the guide as of June 30, 1999.

Section D. Salary guides for part-time covered employees shall be increased by prorated portion of three and one-half percent (3.5%) based upon the proportionate amount of time worked as opposed to a 35-hour week.

Section E. The purpose of establishing salary guides and salary ranges is to insure equal treatment of all employees in similar titles and positions. It is the intent and purpose of the parties to see that each and every covered employee is on the proper grade step and that there are no deviations therefrom.

Any employee who shall be employed or promoted between January 1 and September 30, inclusive, of any year shall, on the next succeeding January 1, advance one step in the salary guide. If such employee is at maximum, he/she shall receive the percentage increase determined through negotiations. Employees who shall be employed or promoted between October 1 and December 31, inclusive, of any year shall on the next succeeding January 1 receive the percentage or other increase determined through negotiation, but shall not advance to the next step on the salary guide until the second January 1 following employment or promotion.

Section F. Salary guides for each full-time covered title shall consist of five steps, the first step being the beginning salary and the fifth step being the maximum salary in that range and that the difference between intervening steps shall be the same (+/- \$1 due to rounding). Hourly ranges shall be shown in the attached schedule.

Section G. The Board, as the appointing authority, reserves the right to take into consideration education and experience and may place a newly-employed or newly-promoted employee on any step of the guide, provided that the reason for the action shall be embodied in the resolution of appointment.

Section H. In the case of a promotion, the employee promoted shall be placed on the step of the salary guide of the new title which step is at least \$500 higher than the rate at which the employee was compensated prior to the promotion.

Section I. New hires shall not earn a wage greater than the lowest paid employee in that title with similar education and experience as determined by the Board as of the hiree's date of employment.

Section J. The Board of Library Trustees reaffirms its right to establish salary ranges for all positions within its Table or Organization (Article I, Section D), except that in any case where there may be one or more employees serving in a particular title, the range for such title may not be reduced without agreement reached through collective bargaining negotiations with the Union.

Section K. The Board of Library Trustees further affirm that contractual increases shall be subject to collective bargaining negotiations with the Union.

Section L. Salary payments shall be made to employees every two weeks (26 pays per year) beginning with the first Friday in January whose date shall fall between the 11th and the 17th inclusive and the last pay shall be on the 31st of December or the last previous working day of the year.

ARTICLE VIII
WORKING IN A HIGHER TITLE

In the event an employee is assigned temporarily to a higher title and a higher paying position which position at that time is occupied, such employee will be paid 75 percent of the difference between his/her base salary and the base salary for the higher paying position. In the event any employee is assigned temporarily to a higher title and a higher paying position which position at that time is not occupied, such employee will be paid the full difference between his/her base salary and the base salary for the higher paying position. An employee shall be entitled to such differential at any time that he/she works in the higher title for all or part of four consecutive days, and such differential shall be retroactive to the first of such days.

ARTICLE IX
TEMPORARY LEAVE WITH PAY

Section A. Personal Leave

All full-time employees and part-time employees working 30 or more hours per week shall be entitled to three (3) personal days per year, which days may be taken at the mutual convenience of the employee and the Library system. employees are expected to arrange for such personal days in advance so that adequate coverage may be provided in the Library. The employee is not required to state why he/she requires a personal day, and permission to take such days shall be granted unless such granting would create an unacceptable shortage of personnel to service Library patrons. Personal days are not intended to be added to vacation time to extend such leave.

Section B. Bereavement leave

In the event of a death in the immediate family of an employee, the employee shall be entitled to up to four (4) days leave with pay. Immediate family is defined to mean a parent, grandparent, spouse, child, sibling, parent-in-law or any other relative in residence with the employee at the time of said relative's demise.

Section C. Jury Duty

An employee called for jury service shall receive full pay during such service, subject to the employee endorsing to the Library the check he/she receives from the County for such jury service. If the employee called for jury service is placed "on call" and not required to report to or remain at the courthouse, such employee shall report to the Library during his/her normal working hours and shall work as usual subject to a call to appear at the courthouse.

Section D. Seminars and Conventions

1. Subject to prior approval by the Library Director, the Library agrees to allow temporary leave with pay to employees for the purpose of attending seminars and conventions. The decision of the Director shall be final and shall not be subject to the grievance procedure.

2. Staff who attend library-related meetings under Board authorization shall be reimbursed according to the following schedule:

Use of personal car	.28 cents per mile
Breakfast	Up to \$6.00 plus gratuity
Lunch	Up to \$10.00 plus gratuity
Dinner	Up to \$25.00 plus gratuity.

Where an overnight stay or stays are involved, mid-price accommodations are to be selected.

Where transportation is by other than personal car, coach accommodations are to be selected.

Cost of registration or other participation will be paid in full by the Library.

Personnel who attend such meetings are to provide to the Library within thirty (30) days thereafter a written report on the meetings attended.

ARTICLE X
LONGEVITY

Section A. Longevity payment shall be included in the employee's base rate and made to all employees who work a minimum of 35 hours per week on completion of five years of service and increased with succeeding five-year anniversaries according to the following schedule

Five years	2 percent
Ten years	4 percent
Fifteen years	6 percent
Twenty years	10 percent
Thirty years	12 percent

Section B. Longevity will be paid for the full pay period in which the employee's anniversary occurs (i.e. if the employee reaches five years of service on August 12, longevity will be applied to the full compensation due to the first pay period in August and every pay period thereafter).

Section C. No longevity will be paid to any person employed by the Library after January 1, 1994, nor to any employee hired prior to January 1, 1994, unless such prior employment is continuous thereafter. Except that, a break in service resulting from a temporary layoff and leave of absence due to personal reasons will not count against continuous service provided that the employee returns to work upon the initial recall.

ARTICLE XI
INSURANCE

Section A. The employer shall provide and pay all premium costs for all eligible employees for medical, hospitalization and major medical insurance and maintain all coverages and benefits as provided by the City of Passaic.

Section B. The Employer shall provide and pay all premium costs for all eligible employees for a dental insurance plan and maintain all coverages and benefits as provided by the Library on July 1, 1997.

Section C. The Employer shall provide and pay all premium costs for all eligible employees for a vision care insurance plan (i.e. eyeglasses and examinations) and maintain all coverages and benefits as provided by the Library on July 1, 1997..

Section D. The Employer shall provide and pay all premium costs for all eligible employees for a prescription insurance plan and maintain all overages and benefits as provided by the City of Passaic.

Section E. If during the term of this contract, the City of Passaic unilaterally implements or negotiates a disability insurance plan with other City employees, then the Board shall either seek to enroll all library employees in such plan with the same benefits as other City employees, or negotiate said plan with the majority representative.

Section F. In the event the Employer unilaterally changes the dental or vision plan provider or administrator, the proposed plan and the administration of that plan must provide benefits, coverage and administration which is equal to or better than those already in effect. The Employer must provide the majority representative copies of the final plan documents for both the current an proposed plan or administrator not fewer than thirty (30) days prior to any unilateral change.

ARTICLE XII
OVERTIME

Section A. 1. Overtime is defined as time worked in excess of forty (40) hours in any work week.

2. Part-time employees or branch employees whose normal working time comprises fewer than forty (40) hours shall be paid at their regular hourly wage or salary, respectively, unless extra time worked exceeded forty (40) hours in which case employees shall be credited with compensatory time or paid according to the provisions outlined hereafter.

Section B. Overtime should be worked only at the request of or with the permission of the employee's immediate supervisor. Overtime shall be compensated at one and one-half (1.5) times employee's normal hourly rate for each hour worked. Said overtime can be taken as compensatory time at the employee's discretion and may be used by the employee at any time subject to the requirements of the Library system. Approval to use compensatory time shall be secured in advance and shall be granted unless such granting would create an unacceptable shortage of personnel to service Library patrons.

Section C. No employee shall accrue compensatory time in excess of 70 hours. Should an employee reach 70 hours of accrued and unused compensatory time, he/she will be asked to use some of the time to reduce the banked amount. Should additional overtime be required before the banked amount is reduced, the employee is to be paid at one and one-half (1.5) times his/her normal hourly rate for each hour worked.

Section D. Where overtime is required, Library supervision will, to the extent possible, seek to provide equal opportunity for all employees to work if they so desire, and overtime work requests will be made on a rotating basis to ensure this result.

Section E. An employee with accrued and unused compensatory time banked at the time of his/her retirement may request payment in cash for all or part of that time in lieu of taking leave.

Section F. Should the Board determine to close the Library due to inclement weather, but require the maintenance personnel to report to work, those employees shall be paid at one and one-half (1.5) times their regular rate of compensation.

ARTICLE XIII
VACATIONS

Section A. All employees who were on staff prior to January 1, 1997, have earned and shall retain twenty-four (24) vacation days per year.

Section B. All employees hired after January 1, 1997, shall earn vacation leave as follows:

Year 1 (Year of hire)	One day per month up to ten (10) days
Year 2 (First full calendar year)	10 days
Years 3 and 4	10 days
Years 5 through 10	15 days
Years 11 and thereafter	20 days

Employees hired on or after October 1 of any year may use not more than one-half of their vacation allotment prior to May 1 of their first full calendar year of employment.

Section C. Permanent employees receive credit for their annual vacation allotment on the first day of each year. Provisional employees, even after the first year of employment, continue to earn vacation on a monthly basis and may not utilize unearned vacation time.

Section D. Part-time employees earn vacation time as above, except prorated to reflect the number of hours worked per week. Part-time employees who become full-time employees will receive credit for prior service in calculating vacation leave due to their new status.

Section E. Vacation leave may be carried forward for a maximum of one year. Vacation time not used within the prescribed period may be lost, except if vacation leave was denied by the Board for business purposes. No payment shall be made in lieu of vacation leave.

Section F. An employee who leaves the Library service shall be compensated for all unused vacation days at his/her current rate of pay, except that employees with fewer than six months of service or employees who are discharged for cause shall not receive compensation for unused vacation time.

Section G. Vacation time may be utilized throughout the year subject only to the needs of the Library. Vacation requests should be submitted to the Director who alone shall determine the Library's needs. Where two or more employees seek the same time period and fewer than the total

number of applicants can be accommodated, seniority shall determine who shall have the choice of time. Vacation days may be used singly or in combination, according to the convenience of the employee and subject to the needs of the Library.

ARTICLE XIV
HOLIDAYS

Section A. Library employees shall be entitled annually to the following paid holidays on which the Library shall be closed:

New Years' Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Section B. Additionally, Library employees hired prior to July 1, 1997, shall be entitled to six (6) floating holidays during the year during which the Library shall be open from 9 a.m. to 5 p.m. with limited staff to be determined by the Director. The floating holidays shall be Lincoln's Birthday, Columbus Day, Election Day, the day after Thanksgiving, Christmas Eve and New Year's Eve.

Section C. Those employees hired after July 1, 1997, shall not receive the six floating holidays and shall be entitled only to those holidays set forth in Section A.

Section D. Time off for floating holidays shall be determined on a seniority basis in case where more than one employee seeks the same day off.

Section E. The employer may deny floating holiday leave when it is unable to adequately staff the Library. The employee whose floating holiday leave has been canceled or denied in such manner shall be permitted to reschedule the floating holiday and shall not be subject to seniority criteria. If the Employer is still unable to allow the employee time off, then that employee shall be paid in their final annual paycheck double (2x) the employee's salary for all holiday time not taken.

Section F. All full-time and permanent part-time employees shall be paid for such holidays. Should the holiday fall on a day when the employee is not scheduled to work or during an employee's vacation, another day at the mutual convenience of the employee and the Library shall be substituted.

Section G. To receive holiday pay, the employee must have worked his/her last scheduled shift, unless on excused leave (i.e. vacation, sick leave with doctor's note) immediately before the holiday and must work his/her next scheduled shift immediately after the holiday.

Section H. When any holiday above cited shall fall on a Sunday, it shall be marked by the Library on the following day, unless the President of the united States or the Governor of the State of New Jersey should decree otherwise.

ARTICLE XV
SICK LEAVE

Section A. Each provisional full-time employee shall be entitled to 1.25 sick days for each month worked. Permanent full-time employees earn sick days at the rate of 1.25 days per month worked during the first year of their employment and at the rate of 15 days per year thereafter, the latter credited as of January 1 of each year.

Section B. Permanent part-time employees with at least one year of service shall be eligible for a proportionate amount of sick time, based on hours worked per week, such days to be credited as of January 1 of each year.

Section C. Sick time is intend for use when an employee is ill or when a family member is ill and the employee is required to care for same. Use of sick time for any other purpose is not permitted and shall subject the employee to disciplinary action which may include termination.

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

Section E. At any time in which an employee is absent due to illness for more than three days or on three or more days within a 21-day period (separate absences), the Library may require a physician's certificate before permitting the employee to return to work or, in the alternative, may require the employee to be examined by the City Physician.

Section F. At any time when an employees has eight or more separate instances of absence due to illness within a twelve-month period, the Board may thereafter require certification by the employee's physician verifying the illness (except that in the case of a chronic or recurring illness causing recurring absences of one day or less, only one submission of proof shall be required in any six-month period).

Section G. The Board may require proof of illness where an employee is on extended sick leave whenever such requirement appears reasonable. In cases where the employee is absent due to contagious illness or exposure to the same, a certification from the Board of Health shall be submitted.

Section H. In cases where an employee has been absent due to personal illness, the Board

may as a condition of the employee's return to duty, require that the employee be examined , either by the City Physician or another physician or physicians of the Board's choice and at the Board's expense. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

Section I. An employee who reports to work and becomes ill and leaves work will be compensated for the hours worked.

Section J. An employee absent due to illness who has exhausted all accrued sick time may continue to receive compensation if such employee has available vacation time or personal leave time, until such vacation or personal leave time shall also be exhausted.

Section K. Employees who have accrued and unused sick time at the time of retirement shall receive compensation for the total leave time accrued at the rate of one-half (1/2) employee's compensation at time of retirement, provided, however, that no such payment shall exceed a maximum of \$5,000.00. Payment of such supplemental compensation shall be made in three equal installments with the first to be paid on December 31 of the year in which the employee retires and the remaining installments to be paid on October 1 of each succeeding year.

Section L. In the case of an employee who dies while employed by the Library system, or who shall die after retirement but before receiving the full amount of supplemental compensation due and owing, a lump sum payment equal to the total amount of such supplemental compensation due and owing shall be paid to the employee's/retiree's spouse or to the estate of the employee/retiree.

Section M. No payment made hereunder shall in any way affect, increase or decrease any pension or retirement benefits due to the employee.

ARTICLE XVI
TRAVEL ALLOWANCE

Section A. Employees who are required to use their own vehicles in pursuit of Library business shall be reimbursed at the rate of twenty-eight cents (\$0.28) per mile.

Section B. Employees who attend Library-related meetings under Board authorization shall be reimbursed according to the following schedule:

Use of personal car	.28 cents per mile
Breakfast	Up to \$6.00 plus gratuity
Lunch	Up to \$10.00 plus gratuity
Dinner	Up to \$25.00 plus gratuity.

Section C. Where an overnight stay or stays are involved, mid-price accommodations are to be selected, unless otherwise authorized in writing by the Employer.

Section D. Where transportation is by other than personal car, coach accommodations are to be selected, unless otherwise authorized in writing by the Employer.

ARTICLE XVII
MISCELLANEOUS

Section A. All permanent part-time employees who work on a year-round basis a schedule of at least nineteen (19) hours per week are eligible for all time-off benefits enjoyed by full-time employees, except such benefits shall be prorated according to hours worked and provided that the employee shall first have completed twelve (12) months of service with the Library system.

Section B. Not later than January 31 of each year, each employee shall receive notification of the following:

1. Number of accrued and unused sick days available at the end (December 31) of the preceding year.
2. Number of vacation days carried forward as of December 31 of the preceding year.
3. Number of hours of compensatory time accrued (at the rate of 1.5 times overtime hours worked) as of December 31 of the preceding year.
4. The salary guide step upon which the employee's current year compensation is based.

ARTICLE XVIII
MAINTENANCE OF OPERATIONS

Section A. The Union hereby covenants and agrees that during the term of this Agreement neither it nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty or willful absence of an employee from their position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Library. The Union agrees that such action would constitute a material breach of this Agreement.

Section B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member may be deemed grounds for disciplinary action of such employee or employees.

Section C. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, or supporting any such activity by any other employees or group of employees of the Library or the City of Passaic, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and to take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

Section D. Nothing contained in this Agreement shall be construed to limit or restrict the Library in its right to seek and obtain such judicial relief as it may have been entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

Section E. The Library agrees that it will not engage in the lockout of any of its employees.

ARTICLE XIX
TERMS OF THE AGREEMENT

Section A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall 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 executed this Agreement.

Section B. 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.

Section C. The Library and the Union understand and agree that all provisions of this Agreement are subject to the laws of the State of New Jersey. in the event that any provision of this Agreement shall be rendered illegal or invalid under the applicable law or regulation, then the parties agree to reopen negotiations with regard to the impact of such invalid provision consistent with the law relating to negotiations as set forth in N.J.S.A. 34:13a-1.1 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be effected thereby.

Section D. No Waiver

Except as otherwise provided in this Agreement. the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof.

ARTICLE XX
DUES/AGENCY REPRESENTATION FEE

Section A. The Employer agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the union, a sum to be certified at least on an annual basis in writing by the Local Union to the Employer Treasurer, who shall remit the same to the Union on a monthly basis.

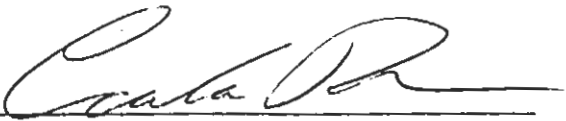
Section B. Notwithstanding anything to the contrary in this Article, the Employer shall have no obligation to make dues deductions until and unless it receives the signed authorization from the employee in accordance with the Union authorization form. The Employer shall notify the Union designee of new employees no later than 14 days from the date of hire.

Section C. The Employer shall deduct from the pay of all employees covered by this Agreement who are not members of the Union or who have not submitted to the Employer written notice authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted in accordance with N.J.S.A. 34:13A-5.5 et seq. in lieu of dues and shall forward the amount to the Union on a monthly basis. The Union shall provide the Employer with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.

Section D. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the Employer which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of the negligence of the Employer.

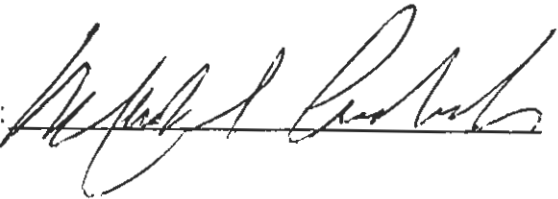
SIGNED and SEALED this 23rd day of February 1998, by the undersigned authorized representatives of the Library and the Union.

FOR THE UNION:

By: 

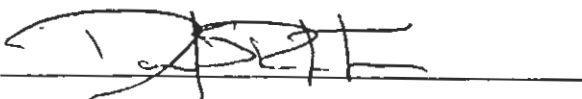
Elizabeth Tooley

FOR THE LIBRARY:

By: 

ATTEST:

Frances E. Jermal



PASSAIC PUBLIC LIBRARY
Passaic, N. J.

Effective July 1996 - June 1997

SALARY RANGES

<u>Job Title</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Administrative Personnel</u>					
Library Director		NO RANGE			
Assistant Library Director		NO RANGE			
Principal Librarian		NO RANGE			
<u>Administrative</u>					
Supervising Library Assistant		NO RANGE			
Senior Account Clerk	29,896	30,314	30,732	31,150	31,568
<u>Professional</u>					
Senior Librarian	35,797	36,497	37,197	37,897	38,597
Librarian	29,950	30,545	31,140	31,735	32,330
<u>Clerical</u>					
Principal Library Assistant	29,898	30,320	30,742	31,164	31,586
Senior Library Assistant	24,861	25,577	26,293	27,009	27,725
Library Assistant	19,641	20,445	21,249	22,053	22,857
<u>Buildings</u>					
Senior Building Maintenance Worker	29,131	29,670	30,209	30,748	31,287
Building Maintenance Worker	24,594	25,014	25,434	25,854	26,274

Hourly Rate Positions

<u>Professional</u>					
Principal Librarian	17.49	17.78	18.07		
Senior Librarian	15.67	15.94	16.21		
Librarian	13.83	14.08	14.33		
<u>Clerical</u>					
Senior Library Assistant	12.50	12.84	13.18	13.52	13.86
Library Assistant	9.21	9.55	9.89	10.23	10.57
Library Page	5.15				
<u>Buildings</u>					
Security Guard	8.66	9.91	11.16		

Sunday Hours

Professional \$70.00 - Flat Rate Clerical / Buildings \$45.00

Longevity is in addition to Base Salary of Full-time staff and part-time staff hired prior to January 1, 1994 working a minimum 30 hours per week as a year-round schedule as follows:

5yrs. - 2%; 10yrs. - 4%; 15yrs. - 6%; 20yrs. - 10%; 25yrs. - 12%; 30yrs. - 14%

(Longevity approved September 26, 1973, and amended March 22, 1994)

PASSAIC PUBLIC LIBRARY
Passaic, N. J.

Effective July 1997 - June 1998

SALARY RANGES

<u>Job Title</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Administrative Personnel</u>					
Library Director		NO RANGE			
Assistant Library Director		NO RANGE			
Principal Librarian		NO RANGE			
<u>Administrative</u>					
Supervising Library Assistant		NO RANGE			
Senior Account Clerk	30,942	31,360	31,778	32,196	32,614
<u>Professional</u>					
Senior Librarian	37,050	37,750	38,450	39,150	39,850
Librarian	30,998	31,593	32,188	32,783	33,378
<u>Clerical</u>					
Principal Library Assistant	30,944	31,366	31,788	32,210	32,632
Senior Library Assistant	25,731	26,447	27,163	27,879	28,595
Library Assistant	20,328	21,132	21,936	22,740	23,544
<u>Buildings</u>					
Senior Building Maintenance Worker	30,151	30,690	31,229	31,768	32,307
Building Maintenance Worker	25,455	25,875	26,295	26,715	27,135

Hourly Rate Positions

<u>Professional</u>					
Principal Librarian	18.10	18.39	18.68		
Senior Librarian	16.22	16.49	16.76		
Librarian	14.31	14.56	14.81		
<u>Clerical</u>					
Senior Library Assistant	12.94	13.28	13.62	13.96	14.30
Library Assistant	9.53	9.87	10.21	10.55	10.89
Library Page	5.15				
<u>Buildings</u>					
Security Guard	8.96	10.21	11.46		

Sunday Hours

Professional \$70.00 - Flat Rate Clerical / Buildings \$45.00

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(Longevity approved September 26, 1973, and amended March 22, 1994)

PASSAIC PUBLIC LIBRARY
Passaic, N. J.

Effective July 1998 - June 1999

SALARY RANGES

<u>Job Title</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Administrative Personnel</u>					
Library Director		NO RANGE			
Assistant Library Director		NO RANGE			
Principal Librarian		NO RANGE			
<u>Administrative</u>					
Supervising Library Assistant		NO RANGE			
Senior Account Clerk	32,025	32,443	32,861	33,279	33,697
<u>Professional</u>					
Senior Librarian	38,347	39,047	39,747	40,447	41,147
Librarian	32,083	32,678	33,273	33,868	34,463
<u>Clerical</u>					
Principal Library Assistant	32,027	32,449	32,871	33,293	33,715
Senior Library Assistant	26,632	27,348	28,064	28,780	29,496
Library Assistant	21,039	21,843	22,647	23,451	24,255
<u>Buildings</u>					
Senior Building Maintenance Worker	31,206	31,745	32,284	32,823	33,362
Building Maintenance Worker	26,346	26,766	27,186	27,606	28,026

Hourly Rate Positions

<u>Professional</u>					
Principal Librarian	18.73	19.02	19.31		
Senior Librarian	16.79	17.06	17.33		
Librarian	14.81	15.06	15.31		
<u>Clerical</u>					
Senior Library Assistant	13.39	13.73	14.07	14.41	14.75
Library Assistant	9.86	10.20	10.54	10.88	11.22
Library Page	5.15				
<u>Buildings</u>					
Security Guard	9.27	10.52	11.77		

Sunday Hours

Professional \$70.00 - Flat Rate Clerical / Buildings \$45.00

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