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SUPERVISORY EMPLOYEES ASSOCIATION (SEA)
WAYNE PUBLIC LIBRARY
1995-1997 CONTRACT

ARTICLE	TITLE	PAGE
I	RECOGNITION	2
II	RIGHTS	3
III	EQUAL TREATMENT	4
IV	SAFETY AND HEALTH	4
V	STAFF DEVELOPMENT AND EDUCATION	5
VI	ASSOCIATION MEETINGS	5
VII	DUES	6
VIII	ASSOCIATION BULLETIN BOARD	6
IX	SALARIES & WORK SCHEDULES	6
X	TERMINAL PAY	7
XI	INSURANCE AND PENSION	7
XII	RETIREMENT BENEFITS	10
XIII	VACATIONS	10
XIV	HOLIDAYS	11
XV	SICK LEAVE	11
XVI	LEAVE OF ABSENCE WITH PAY	13
XVII	LEAVE OF ABSENCE WITHOUT PAY	13
XVIII	RETURN FROM AUTHORIZED LEAVES	14
XIX	SETTLEMENT OF GRIEVANCES	14
XX	WORK STOPPAGES	16
XXI	PENSIONS, VACANCIES, LAYOFFS, RECALL	17
XXII	LIBRARY STAFF PRIVILEGES AND BENEFITS	19
XXIII	SEVERABILITY	20
XXIV	TERMS OF AGREEMENT	21
XXV	SALARY SCHEDULE	21
XXVI	QUANTITY OF CONTRACTS	22

THIS AGREEMENT, entered into this
by and between WAYNE PUBLIC LIBRARY SUPERVISORY EMPLOYEES
ASSOCIATION, hereinafter referred to as the "SEA" having its
principal office in the Township of Wayne, County of Passaic
and State of New Jersey, and the WAYNE PUBLIC LIBRARY BOARD
OF TRUSTEES in the Township of Wayne, New Jersey, hereinafter
referred to as the "Board" located in the
County of Passaic, State of New Jersey.

The term "SEA Members" shall refer to all employees eligible
for membership in the Wayne Public Library Supervisory Employees
Association, in this contract.

W I T N E S S E T H:

WHEREAS, the SEA has been designated by a majority of
the employees of the library in the bargaining unit as the
sole collective bargaining agent with respect to wages, hours
and other conditions of employment; and,

WHEREAS, it is recognized that it is to the benefit of
both parties to promote harmonious relations between the
SEA and the Board; and

WHEREAS, it is recognized that the efficient and orderly
method of establishing and maintaining peaceful and
harmonious labor relations and of dealing with the problems
and controversies arising out of employment is through
negotiations and agreement; and,

WHEREAS, the parties hereto seek to establish an
equitable and peaceful procedure for the resolution of
differences, and the establishment of rates of pay, hours of
work and other conditions of employment;

NOW, THEREFORE, in consideration of the mutual premises
herein contained the parties agree as follows:

ARTICLE I RECOGNITION

Such recognition is limited to supervisory
employees having the power to hire, discharge,
discipline or effectively recommend the same, with
the exclusion of the Director, Assistant Director,
and confidential employees. (NJSA 34:13A-5.3)

SECTION 1 SEA RECOGNITION

The Board recognizes the SEA/Local 29 RWDSU (AFL-
CIO) as the exclusive bargaining agent for all of
the Supervisory Professionals employed by the
Wayne Library with the exception of the Library
Director, Assistant Director and confidential
employees having the power to hire and fire.

SECTION 2 EMPLOYER RECOGNITION

The SEA recognizes that the Board is a public benefit corporation created and existing by virtue of statutory enactments and is in nature of a political subdivision and that its operations are for the public benefit. By reason thereof, the SEA acknowledges that the power of the Board to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Board, then, to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, provided, however, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

ARTICLE II RIGHTS

SECTION 1 SEA MEMBER RIGHTS

- A. An SEA member shall be entitled to one SEA representative at the initial step and two at any further step of the grievance procedure. Meetings after regularly scheduled hours shall not be compensated.
- B. An SEA member shall be entitled to one SEA representative at each stage of a disciplinary proceeding in the SEA contract.
- C. No SEA member shall be required by the Board to submit to an interrogation after charges have been served unless he or she is afforded the opportunity of having an SEA representative present.
- D. No recording devices of any kind shall be used during such interrogation, unless the SEA member is made aware of the fact prior to such interrogation and permission is obtained.
- E. In all disciplinary hearing, the SEA member shall be presumed innocent until proven guilty. Any SEA member exonerated after a suspension shall be reimbursed for loss of pay.
- F. A SEA member shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages, or working conditions as the result of his or her membership in the SEA.

SECTION 2 EMPLOYER RIGHTS

It is agreed that the Board through the Director

retains the right to direct SEA members, to hire, promote, transfer, assign duties, days and hours of work, and retain SEA members within the occupations covered by this Agreement; to suspend, demote, discharge or take other disciplinary action against SEA members for just cause; to maintain the efficiency of the operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary; and to take whatever action may be necessary to carry out the mission of the Board.

SECTION 3 RECORDS

Personnel files are located in the Director's office. All SEA members may have access to their own personnel file upon 24 hour written notification in advance to the Library Director. In the absence of the Director all requests shall be addressed to the Assistant Director. Files will be made available Mon.-Fri. The signature of an SEA member affixed to any document or data does not indicate that the SEA member agrees with the content of the file. The signature is affixed to show only that the file item has been reviewed by the SEA member. The SEA member shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.

ARTICLE III EQUAL TREATMENT

The Board agrees that there shall be no discrimination or favoritism for reason of gender, nationality, age, race, sexual orientation, religion, martial status, disabilities, as to guidelines in ADA, political affiliation, SEA Activities or Union membership.

ARTICLE IV SAFETY AND HEALTH

SECTION 1 BOARD RESPONSIBILITY

- A. The Board shall at all times endeavor to maintain safe and healthful working conditions and provide SEA members with tools or devices to promote the safety and health of said SEA members.
- B. The Board shall furnish luncheon facilities, including stove and refrigerator, for use of the staff at the Main Library.

SECTION 2 COMMITTEE

The Board and SEA shall each designate a safety committee member. Their joint responsibility shall

be to investigate unsafe conditions and to recommend corrections to the Director.

SECTION 3 USE OF SAFETY EQUIPMENT

Any SEA member failing to use the safety equipment provided will be subject to disciplinary action.

ARTICLE V STAFF DEVELOPMENT AND EDUCATION

An SEA member desiring to take an extension course, attend an extended seminar or workshop in any field related to his work which will benefit both his work and the library should be permitted to do so at the discretion of the Director. Time off with pay will be allowed and fees and expenses may be paid by the library if funds are available. College and university course work leading to a bachelor's or master's degree is the responsibility of the employee and must be taken outside of regular working hours at his own expense. Accommodations will be considered in the schedule to encourage further education.

ARTICLE VI SEA MEETINGS

SECTION 1 BETWEEN THE BOARD AND SEA.

It is agreed that the representatives of the Board and the representatives of the SEA will meet from time to time upon request of either party to discuss matters of general interest or concern -- matters which are not necessarily a grievance as such. The purpose of the meeting shall be noted in writing prior to the meeting and mailed or delivered by hand to all interested parties.

SECTION 2 SEA MEETINGS AND BUSINESS

- A. The Board agrees to permit the SEA to meet in the library. These meetings shall be on their own time and the meeting must not interfere with normal library operations.
- B. The Board shall grant such time off for SEA officers as may be necessary for SEA business which cannot be conducted after business hours; however, it must have the approval of the Director who shall not deny the request unless it interferes with the operation of the library. This shall apply for the following SEA officials: (a) President; (b) Vice President (c) Secretary/Treasurer; (d) Unit Shop Steward and (e) Negotiating Committee. Compensation will not be granted for this time off.

ARTICLE VII DUES

- A. The Board agrees to the deduction of the SEA monthly membership dues from the pay of those SEA members who individually request, in writing, that such deductions be made. The amounts to be so deducted shall be certified by the Treasurer of the SEA and the aggregate deductions of all SEA members shall be remitted to the Treasurer of the SEA together with the list of names of all SEA members for whom the deductions were made. An SEA member may terminate his or her dues deduction by notifying the SEA in writing of his or her intention to terminate with no less than thirty (30) days prior notice.
- B. Any supervisor not desirous of joining the SEA/Local 29 shall pay a representation fee in an amount equal to 85% of the monthly dues.

ARTICLE VIII SEA BULLETIN BOARD AND BOARD MINUTES

The SEA may post announcements and other information in the Library Staff Room. Copies of minutes of all Board meetings will be sent to the President of the SEA.

ARTICLE IX SALARIES AND WORK SCHEDULES

SECTION 1 SALARIES

- A. The salary schedule for a three year period shall be reflected in the scale in Article XXV of this agreement. This shall reflect the period of January 1, 1995 through December 30, 1997.

SECTION 2 WORK SCHEDULES

- A. The Director and or Assistant Director will be responsible for the approval of the hours, vacations, sick time and holiday time on each time sheet.
- B. Under the direction and with the approval of the Library Director, SEA members will set their own schedules as necessary to complete their jobs and supervise their departments. They will not report their time in increments of less than whole days (based on a 7-hour day) regardless of the actual time worked, except where other reportable time (holiday, sick leave, vacation, etc.) is taken as part of one day. The SEA members will work the time necessary to do the job, and will be expected to work longer hours when needed and may take time off when appropriate. It is understood that the actual time worked may exceed the time reported. The work week will run from Sunday through Saturday: Sundays will be counted as part of the regular work week,

but SEA members will not be assigned to work Sundays unless all efforts to fill the schedule with volunteers from the regular staff or substitute pool have failed.

- C. The library will close for the entire Easter and Labor Day Weekends. Supervisors will be compensated only for the days indicated in the Holiday Schedule found in this agreement.

ARTICLE X TERMINAL PAY

In the event that an SEA member is to be discharged, the library shall give 2 weeks notice (in writing). In lieu of such notice the SEA member shall be given 2 weeks basic pay. This does not apply if the SEA member is discharged for cause.

ARTICLE XI INSURANCE AND PENSION

Any benefits presently authorized by SEA members subject to this agreement which are not specifically mentioned herein shall be continued during the term hereof. Improvements in this plan given to Township employees shall also accrue to all eligible SEA members.

SECTION 1 INSURANCE COVERAGE

The library provides insurance coverage to SEA members under the Township's providership program.

- A. All SEA members and/or their families will be covered by life insurance, medical insurance, hospital insurance, major medical insurance, including medical emergency coverage and dental insurance. Upon death of an active SEA member, who has been employed by the library three (3) or more years, all health benefits for spouse and dependents will be continued for a period of six (6) months at no cost, at which time the spouse may elect to continue medical coverage at his/her own expense at the library/township group rates under COBRA.
- B. A basic prescription plan shall be provided for each SEA member and his/her dependents at a cost of \$3.00 per prescription.
- C. Effective August 1, 1993, each SEA member shall be reimbursed up to \$150.00 in each calendar year for charges incurred for preventive care which would include one physical exam and/or routine immunizations. A copy of the cancelled check with appropriate medical documentation must be submitted. This will then be forwarded to the township for reimbursement.

D. A life insurance policy in the amount of one half of the SEA member's salary will be provided his/her heirs.

E. All SEA members hired on or after February 1, 1993 and earning \$20,001, or more on their date of hire or at any time thereafter will be subject to the following medical insurance co-pay:

1) The Library/Township will pay 100% of the cost of the SEA member's medical insurance, including dental and prescription, and 50% of the cost of medical insurance, including dental and prescription, for coverage of the spouse and/or other dependents.

2) The SEA member will pay the additional 50% of the cost to cover spouse and/or dependents.

3) Future enrollment of spouse and/or dependents will be allowed on the first day of each quarter.

F. As of February 1, 1993, all SEA members who were previously required to co-pay the cost of medical insurance shall no longer be required to co-pay for medical insurance. However, nothing contained herein shall exempt or exclude the aforementioned SEA member from the provisions that may be contained in any successive agreement that would require employees covered by this agreement to co-pay medical insurance.

G. Under the Township's providership program, the library reserves the right to change insurance plans and/or carriers or to self-insure, providing such coverage is equal to or better than existing coverage, in the event the Township makes such change.

SECTION 2: RETIREMENT

A. Any SEA member who retires from the Library at age sixty (60) or older, with at least fifteen (15) continuous years of service shall receive at no cost the following medical benefits for himself/herself and his/her spouse: hospital coverage, medical coverage, medical emergency coverage, \$250.00 per year toward laboratory testing and X-rays.

Anyone hired into the SEA on or after January 1, 1993, who retires from the Library at age sixty (60) or older, with twenty (20) continuous years of

service shall receive, at no cost, the following medical benefits for himself/herself and his/her spouse: hospital coverage, \$250.00 per year toward laboratory testing and x-rays.

B. Any SEA member presently in the bargaining unit who retires from the library prior to attaining age sixty (60) with a minimum of twenty-five (25) continuous years of service with the library shall receive, at no cost, the following medical benefits for himself/herself and his/her spouse: hospital coverage, medical coverage, medical emergency coverage, \$250 per year toward laboratory testing and x-rays.

C. The prescription plan will be available to the retired employee who is eligible under the retirement provisions of this contract and his/her spouse at the employee's own expense at the library/township premium rate, if accepted by the carrier.

D. Upon retirement, the employee, who is eligible under the retirement provisions of this contract, will be allowed to continue major medical coverage for himself/herself and his/her spouse at his/her own expense, at the library/township group rate, which expense shall be payable to the township, if accepted by the carrier. Upon death of the SEA member, the surviving spouse may elect to continue medical coverage at his/her own expense at the library group rate.

E. Life Insurance in an amount equal to one-half of the employee's annual salary at the time of retirement will be continued for the retired employee at no cost to the employee.

F. Any retired employee whose medical insurance, hospital insurance and major medical insurance including emergency medical coverage is granted by the library/township, must file an affidavit with the finance director of the township on January 1 of every year and not later than March 1, in effect that he/she has not changed his/her status as a retiree or, his/her marital status and he/she has not been employed by any firm covering him/her or his/her spouse with a hospitalization plan. On February 1, the township will notify those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.

ARTICLE XII RETIREMENT BENEFITS

SECTION 1 RETIREMENT SYSTEM

The library is governed by the same retirement as the Township of Wayne which is stated in the Revised Ordinances of Wayne (2-16) as follows: "In accordance with the provisions of R.S.43:15A-74, the Public Employees Retirement System of New Jersey (R.S. 43:15A-1 et seq.) has been adopted within the Township as of June 30, 1962. The Business Administrator shall determine the accrued liability contribution payable by the Township to the "Contingent Reserve Fund" established under said system, and shall submit to the Board of Trustees of the Public Employees Retirement System such information as may be required, from time to time, by such Board. (Ord. 34, 1962, PAR. 6-71.)."

ARTICLE XIII VACATION

A. Vacation leave with pay during a given fiscal year shall be granted full time SEA members on the basis of full-time continuous service the individual has accrued as follows:

1. Service of 0-6 months = no vacation.
2. Start of 7th month up to completion of 12th month = 5 days.
3. Start of 1 full year up to completion of 5 full years = 10 days.
4. Start of 6th year to the completion of 10th year = 15 days.
5. Start of 11th year to the completion of 15th year = 20 days.
6. Start of 16th year and beyond = one additional day each year up to a maximum of 25 days. pro-rated according to the above schedule.
7. All employees hired before Jan. 1, 1995 will grandfathered as follows:
 - a. Start of 1 full year up to completion of 20 full years = 4 weeks.
 - b. Start of 21st year and thereafter = 5 weeks.
8. When an employee retires after completing 15 years of service with the Wayne Public Library and is a member of the Public Employees Retirement System (PERS), payment for accrued vacation minus

any vacation time taken, shall be made, providing that such accrued vacation time falls within the current calendar year.

9. Upon the death of an employee, the vacation due him/her shall be paid to his/her estate.

10. Vacation may not be accrued beyond December 31st of said year unless approved by the Director. No carry over may exceed 10 days.

Article XIV

Holidays

A. The official holidays with pay which are observed by the library are as follows:

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

B. On a holiday when the library is open, SEA members who are scheduled to work will be given compensatory time and one half. Holiday time must be taken within 6 months. SEA members who request holiday compensatory time to be taken along with vacation time must request such time off in advance to be approved by the administration.

ARTICLE XV

SICK LEAVE

A. GENERAL CONDITIONS

Sick leave is paid leave that may be granted to each SEA member who is unable, through sickness or injury, to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

B. SICK LEAVE ALLOWANCE

Full-time SEA members shall accumulate sick leave on the basis of sixteen (16) days per year. Sick

leave can be accumulated without limit during the SEA member's length of service. Sick leave for salaried SEA members who work 19 or more hours per week is pro-rated. Accumulated sick leave may be used by an SEA member for personal illness, illness in his immediate family which requires his or her attendance upon the ill member, quarantine restrictions, pregnancy or disabling injuries. Sick leave during the first year of employment may be taken only as earned. Absences beyond three (3) days may require a certificate by a physician.

C ADDITIONAL LEAVE BY RESOLUTION OF THE LIBRARY BOARD

When a full-time SEA member has been injured in the line of duty, the Library Board may within the applicable provisions of state statutes pass a resolution giving the SEA member leave of absence with pay for a specified period of time in lieu of his accumulated sick leave. If a resolution is passed, then a contract shall be executed between the SEA member and the Library Board setting forth that the SEA member shall reimburse the library from the monies he might receive from Workman's Compensation payments or from possible legal settlement from the person or persons responsible for the injury.

D SEPARATION--ACCRUED SICK LEAVE

No sick leave allowance will be paid in case of dismissal for cause. All SEA members who have been employed by the Wayne Public Library for at least one (1) year and are covered by the provisions herein shall be entitled to a payment of \$25 for each accumulated sick day, after Jan. 1, 1970 upon separation from the service of the library for any reason, save for cause. He/she shall be compensated in cash for the monetary value of his/hers accumulated unused sick time standing to his/her credit at the time of his/her separation from service. In case of an SEA member's death in service, payment shall be made to his/her estate.

E PERSONAL DAYS

1. With one week prior notice, full time SEA members may use three of the sixteen annual sick days in any calendar year as personal days. If they are not so used, they will remain accumulative sick days. In an emergency, personal days may be taken with 48 hours prior notice whenever possible to the SEA member's supervisor, without restrictions. Religious holidays will be included as personal days.

2. It is the policy of the Library Board that

personal days may not be taken consecutively or in conjunction with vacation days.

ARTICLE XVI

LEAVE OF ABSENCE WITH PAY

A

LEAVE DUE TO DEATH IN IMMEDIATE FAMILY.

Each full time SEA member may be granted, upon notification of the Director and or Assistant Director, time off with pay, not to exceed three days, in the event of a death in his or her immediate family. Upon recommendation of the Library Director, a reasonable extension beyond three days may be allowed where circumstances justify such action. The term "immediate family" as used in this sub-paragraph includes the SEA member's father, mother, wife, husband, sister, brother, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, grandparents.

In the event of the death of an immediate in-law (daughter-in-law, son-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, brother-in-law) one day with pay will be granted so that SEA member may attend the in-law's funeral.

A reasonable extension beyond one day may be granted at the discretion of the Director for good cause.

B

JURY DUTY

All SEA members covered by this contract shall be allowed time off with pay to serve on a jury. On completion of such jury service, a letter should be obtained from federal or county officials substantiating the dates served.

ARTICLE XVII

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1

MATERNITY LEAVE

Maternity leave may be granted up to six months provided that the request for such a leave is made in writing to the Administration not later than the fourth month of pregnancy. At the beginning of the sixth month, a doctor's certificate should be submitted monthly. Requests for maternity leave must be favorably endorsed by the department head and approved by the Board before becoming effective. Such leave, if granted, shall be without pay.

SECTION 2

MILITARY LEAVE

Any full-time SEA member, who is a member of the National Guard or reserve components of the military or naval services of the United States and

is required to perform active duty for training periods, shall be granted a leave of absence with pay for the period of such training. This paid leave of absence shall be in addition to his/her vacation leave but shall not exceed fifteen days in any fiscal year. When an SEA member has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence for the duration of such active military service and shall receive the difference between their normal library salary and their military salary if the library salary is greater. However, in order that the SEA member may be reinstated without loss of privileges or seniority, he/she must report to work with the Library within ninety (90) days following his/her honorable discharge from the Service.

ARTICLE XVIII RETURN FROM AUTHORIZED LEAVES

An SEA member returning from an authorized leave of absence as set forth herein shall be restored to his or her original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges, or benefits. An SEA member overstaying a vacation or other authorized leave may be charged straight time for the time missed. If the time missed exceeds forty (40) hours, the employee shall be deemed to have resigned. (See ARTICLE XXI, Section C, 7, below .)

ARTICLE XIX SETTLEMENT OF GRIEVANCES

The purpose of this provision is to secure, at the lowest possible level, equitable solutions to grievances through procedures under which the Board, the SEA and the Unit members are afforded adequate opportunity to discuss and dispose of their differences.

I. Matters Relating to the Grievance Procedure:

A. For the purpose of this Agreement, the term "grievance" shall mean a dispute which arises after the effective date and prior to the expiration date of this agreement concerning the meaning and application of the express written provisions of this agreement.

B. A grievance that is not disposed of in accordance with the following procedure shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon the SEA and its members.

C. An aggrieved unit member, at his/her option, may be represented at Step 1 of the grievance procedure by another SEA member, however, no grievance shall proceed past Step 1 unless the SEA participates.

D. The SEA will notify the Board, in writing, of the names of not more than three (3) committee members who are designated to proceed with a grievance past Step 1. Members so designated shall be entitled to participate in the grievance procedure without loss of pay during working time, provided their participation does not disrupt the work of the library. Committee members will not be paid to participate in the grievance procedure outside of their normally scheduled workday.

E. All reasonable efforts will be made to avoid involvement of patrons in the grievance procedure.

F. The Board as a public employer retains all rights not expressly modified or otherwise limited by this agreement and such rights and prerogatives shall not be subject to the grievance procedure.

G. The Board shall make available to the SEA all relevant information that may be legally required for the SEA to fulfill its statutory duties and fairly represent the unit members.

H. The Board will not take any adverse action against any unit member for participating in a grievance procedure.

I. Any Step of this procedure may be bypassed, by mutual agreement, in writing.

J. The parties will develop forms to standardize this procedure by mutual agreement.

II. Procedure.

Step 1: An aggrieved unit member first shall attempt to resolve any grievance with his/her immediate supervisor within five (5) workdays from the date of the occurrence.

Step 2: If the matter is not settled in Step 1, the SEA shall, within five (5) workdays from the receipt of the

response in Step 1, present the grievance to the Director or to the Director's designee in writing. An SEA Board member/Unit Shop Steward if requested, and the affected party, shall meet with the Director or designee, and attempt to settle the grievance. If the grievance is not settled, the Director shall render a decision in writing, within fifteen (15) working days of the grievance meeting.

Step 3: If the matter is not settled at Step 2, the SEA shall present the grievance, in writing, to the Library Board within five (5) working days of the receipt of the Director's decision. A Board appointed representative or committee shall meet with the SEA Board member/Unit Shop Steward and/or the Local 29 Business Agent, and, if applicable, the affected party. At the Step 3 meeting, the SEA will present the grievance and the parties will discuss the matter fully. The Board's, appointee(s) will present the grievance to the Board in executive session at the next Board meeting. The Board will render a written decision within fifteen (15) workdays of its meeting.

Step 4: In the case of an unfair labor practice as defined by PERC, the Board and the SEA will abide by PERC's findings in regard to final settlement of the matter.

ARTICLE XX WORK STOPPAGES

SECTION 1 GENERAL STATEMENT

It is agreed that during the term of this Agreement neither the SEA, its officers nor members shall institute, call, sanction, condone or participate in any strike, stoppage of work, job action, boycott or willful interference with production, transportation or distribution, and that there shall be no lockout of SEA members by the Board.

SECTION 2 SEA RESPONSIBILITY

In the event that any of the SEA members violate the provisions of the above paragraph, the SEA shall immediately order any of its members who

participate in such action back to their jobs, forward copies of such order to the Board, and use every means at its disposal to influence the SEA members to return to work. Any SEA member who violates the provisions of Section 1 of this Article will be deemed to have resigned.

ARTICLE XXI PENSIONS, VACANCIES, LAYOFFS AND RECALL

SECTION 1 SENIORITY

A. Definition

Seniority is defined as an SEA member's total length of service with the library commencing with the SEA member's most recent date of hire.

B. LOSS OF SENIORITY

An SEA member shall lose his seniority for the following reasons:

1. He/she resigns.
2. He/she is discharged and the discharge is not reversed.
3. If he/she does not return to work when recalled from suspension as set forth in the recall procedure.
4. If he/she does not return from sick leave or leave of absence.
5. He/she retires.
6. He/she breaks service with the library (as distinguished from a leave of absence.)
7. An SEA member on an unpaid leave of absence who returns within one (1) year of the commencement of said approved leave of absence shall not lose any of the seniority earned prior to the commencement of such leave, but does not accrue any seniority while on the unpaid leave.

C. PREFERENCES

In the case of demotions, layoff, recall, vacation schedules and other situations where substantial SEA member advantages or disadvantages are concerned, SEA members shall be given preference, all other qualifications (including unique training and experience required for the job) and conditions being equal.

D. PROBATIONARY PERIOD

New employees and those promoted shall be subject to a six month probationary period. Termination of such SEA members and demotion to previous positions during the probationary period is not subject to these grievance procedure. If the SEA member is demoted during the trial period, he shall be

restored to his former position.

SECTION 2 VACANCIES, PROMOTIONS AND DEMOTIONS

- A In the event a vacancy occurs or a new position is created, such position availability shall be posted in the organization for a period of seven working days.
- B If no SEA member applies for the position within seven working days, it shall be assumed that no SEA member desires such position.
- C The Director and Board shall establish reasonable job specifications for such vacancy or new position.
- D Should there be an interest from members of the SEA, then such position shall be filled on the basis of qualifications with job specifications. Where no SEA member applies for the position who meets the requirements and/or qualifications for the position, it may be filled from outside the organization by a qualified person.

SECTION 3 LAYOFF

- A Definition
The term "layoff" shall mean a reduction in working force.
- B Seniority shall prevail in case of layoff as follows:
Probationary employees will be laid off first; regular SEA members in a given job title will be laid off in inverse order of seniority.
- C SEA members to be laid off for an indefinite period will have at least thirty (30) calendar days notice of layoff. The SEA secretary shall receive a list from the Library Board of the SEA members being laid off the same date such notices are issued to the SEA members.

SECTION 4 RECALL PROCEDURE

- A When the working force is increased after a layoff SEA members will be recalled according to seniority provided they meet the requirements of the job. Such notice of recall shall be by certified mail return receipt requested at his/her last known address.
- B When an SEA member is recalled after layoff, he shall receive all previous benefits, including longevity.
- C If an SEA member fails to respond to a mailed recall notice within five (5) working days and no personal contact has been made by telephone then he/she shall be considered to have resigned. If contact has been made, an

- additional fifteen (15) working days are permitted for the employee to report to work.
- D If an SEA member fails to report as ordered on receipt of certified letter (with return receipt), then he/she shall be considered to have resigned.
- E Recall rights for an SEA member shall expire one (1) year from the date of the layoff. Written notice of expiration of recall rights shall be sent to the SEA. An SEA member shall then notify the board in writing within 10 working days of his/her acceptance or rejection of recall.

ARTICLE XXII LIBRARY STAFF PRIVILEGES AND BENEFITS

A LIBRARY ASSOCIATIONS

It is the policy of the Library Board to encourage SEA members to join and participate in organizations whose general purpose is an interest in libraries and librarianship. The Library Board shall pay up to \$75 for membership in NJLA for each SEA member. The SEA member must submit a cancelled check and a copy of the membership application to be reimbursed.

B ATTENDANCE AT CONFERENCES, PROFESSIONAL MEETINGS, OR SERVICE ON LIBRARY RELATED BOARDS OR COMMITTEES.

SEA members will be permitted to attend library related meetings, conferences and workshops when deemed appropriate to support professional development. Application for these workshops must be presented to the Director for approval. Granting of these professional days will be at the sole discretion of the Director or designee. The basis for selection may be: (1) supervisory position of the employee, (2) any key committees the staff member serves on, (3) the short and long term benefits to the library in terms of public service.

The following terms and conditions shall apply to each professional conference approved:

1. The entire registration fee shall be borne by the employer.
2. Travel expenses will only be paid if the library car is not available for employee usage. Travel expenses will then be paid at the township prevailing rate.
3. If the library car is not available, only one employee travel expense will be reimbursed.

Determination of selection will be based on the date that the workshop was requested. Note: Car pooling is strongly recommended.

C OVERDUE BOOK CHARGES

SEA members are not required to pay fines on overdue books or records, but this privilege should not be abused. Such materials should be checked out. Members of the SEA have the privilege of reserving books for personal reading under the same rules as the public. SEA member reserves are filled with the public reserves and receive equal consideration. Books in the Rental Collection may be borrowed for five days free of charge, after which time the regular fee will be charged. SEA members are requested not to borrow more than two such books at a time.

D DISCOUNTS

SEA members will be granted the privilege of purchasing books and library materials at the regular library discount. Materials must be received by the library and paid for by individual before being picked up. This is a personal service to the staff and must not be extended to others.

E CHECK CASHING

Personal checks may not be cashed at the library.

F STAFF PARTICIPATION IN MANAGEMENT

Suggestions from individual Staff SEA members for changes in policies or procedures are welcomed and encouraged.

ARTICLE XXIII SEVERABILITY

- A** The parties acknowledge that during negotiations which result in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- B** Therefore, the Board and the SEA, for the life of this agreement, each voluntarily and

unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

C Should any of this Agreement be held illegal and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, shall remain in full force and effect to the same extent as if that part declared illegal and unenforceable had never been incorporated in this Agreement, and in such form the remainder of the Agreement shall continue to be binding upon the parties hereto. The parties agree to immediately negotiate a substitute for the invalidated provision or provisions. If any provision of the Agreement is declared to be illegal and unenforceable as aforesaid and such provision affects the entire Agreement, this Agreement shall be deemed to be null and void, whereupon the parties agree to immediately negotiate a new Agreement.

ARTICLE XXIV TERMS OF AGREEMENT

This Agreement shall be effective as to January 1, 1995, and shall remain in full force and effect until the 31st day of December, 1997.

Article XXV Salary Scale

The salary scale for the term of this contract shall be:

\$41,450	Step 1
42,189	Step 2
42,940	Step 3
43,705	Step 4
44,483	Step 5
45,276	Step 6
46,082	Step 7
46,903	Step 8
47,738	Step 9
48,589	Step 10
49,454	Step 11
50,335	Step 12

Association members shall be place on the scale as follows:

	1995	1996	1997
Pirozzi	Step 1	Step 2	Step 3
Wilkinson	Step 1	Step 2	Step 3
Kantor	Step 2	Step 3	Step 4
Dicker	Step 9	Step 10	Step 11
Kell	Step 12	Step 12	Step 12

ARTICLE XXVI QUANTITY OF CONTRACTS

The Board agrees to furnish to each SEA member a copy of the within contract, duly executed.

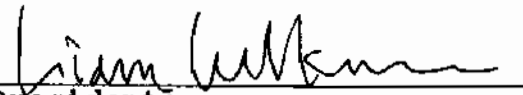
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

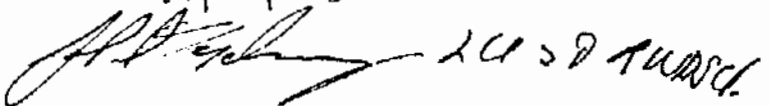

Director

Date: 11/14/95

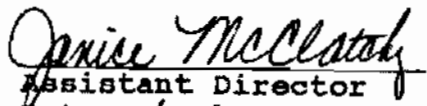
Wayne Public Library
Supervisory Employees Association

BY: 
President;
Supervisory Employees Assoc.

Date: 11/14/95


WAYNE PUBLIC LIBRARY IN THE
COUNTY OF PASSAIC

ATTEST:


Assistant Director

Date: 11/14/95


President, Board of Trustees

Date:

11/14/95