

944

ORIGINAL

0: p...
CASE G...
11/11/94

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	RECOGNITION	1
II	RIGHTS	2
III	EQUAL TREATMENT, RELATIVES EMPLOYMENT	3
IV	SAFETY AND HEALTH	4
V	STAFF DEVELOPMENT AND EDUCATION	4
VI	ASSOCIATION MEETINGS	5
VII	DUES	5
VIII	ASSOCIATION BULLETIN BOARD	5
IX	SALARIES & WORK SCHEDULES	6
X	LONGEVITY	7
XI	INSURANCE AND PENSION	8
XII	RETIREMENT BENEFITS	10
XIII	VACATIONS	11
XIV	HOLIDAYS	12
XV	SICK LEAVE	13
XVI	LEAVE OF ABSENCE WITH PAY	14
XVII	LEAVE OF ABSENCE WITHOUT PAY	15
XVIII	RETURN FROM AUTHORIZED LEAVES	15
XIX	SETTLEMENT OF GRIEVANCES	16
XX	WORK STOPPAGES	18
XXI	PENSIONS, VACANCIES, LAYOFFS, RECALL	19
XXII	LIBRARY STAFF PRIVILEGES AND BENEFITS	21
XXIII	SEVERABILITY	23
XXIV	TERMS OF AGREEMENT	23
XV	QUANTITY OF CONTRACTS	24

THIS AGREEMENT, entered into this 1st day of January, 1995, by and between WAYNE PUBLIC LIBRARY EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association" 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 "Association Members" shall refer to all employees eligible for membership in the Wayne Public Library Employees Association, in this contract.

W I T N E S S E T H:

WHEREAS, the Association 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 Association 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 promises herein contained the parties agree as follows:

ARTICLE I

RECOGNITION

Such recognition is limited to full-time employees and part-time salaried employees who regularly work at least 19 hours per week, with the exclusion of the Director, Assistant Director, managerial and confidential employees, and any supervisor having the power to hire, discharge, discipline, or effectively recommend the same. (NJSA 34:13A-5.3).

SECTION 1

ASSOCIATION RECOGNITION

The Board recognizes the Association as the bargaining agent for the specified group of the Wayne Library Employees for the purpose of establishing salaries, wages, hours and other conditions of employment and for such additional classifications as the parties may later agree to include.

SECTION 2

EMPLOYER RECOGNITION

The Association recognizes that the Board is a public benefit corporation created and existing by virtue of statutory enactments and is in the nature of a political subdivision and that its operations are for the public benefit. By reason thereof, the Association 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

ASSOCIATION MEMBER RIGHTS

- A. An Association member shall be entitled to one Association 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 Association member shall be entitled to one Association representative at each stage of a disciplinary proceeding in the Association contract.
- C. No Association 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 Association representative present.
- D. No recording devices of any kind shall be used during such interrogation, unless the Association is made aware of the fact prior to such interrogation.
- E. In all disciplinary hearings, the Association member shall be presumed innocent until proven guilty. Any Association member exonerated after a suspension shall be reimbursed for loss of pay.
- F. An Association 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 Association.

SECTION 2

EMPLOYER RIGHTS

It is agreed that the Board through the Director retain the right to direct Association members, to hire, promote, transfer, assign duties, days and hours of work, and retain Association members within the occupations covered by this Agreement; to suspend, demote, discharge or take other disciplinary action against Association 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 Association 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 President of the Board of Trustees. Files will be made available Mon.-Fri. The signature of an Association member affixed to any document or data does not indicate that the Association member agrees with the contents of the file. The signature is affixed to show only that the file item has been reviewed by the Association member. The Association 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

- A. The Board agrees that there shall be no discrimination or favoritism for reason of sex, nationality, race, religion, age or marital status, political affiliation, Association membership or Association activities.

B. LIMITATION OF EMPLOYMENT OF RELATIVES

Members of an immediate family may be employed at the same time if they are assigned to different departments. No member of a family shall be in a position that provides supervision over another member of the same family. This article shall terminate at the end of this agreement.

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 Association members with tools or devices to promote the safety and health of said Association members.
- B. The Board shall furnish luncheon facilities, including stove and refrigerator, for use of the Association members during the lunch period at the Main Library.

SECTION 2 COMMITTEE
The Board and Association 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 Association member failing to use the safety equipment provided will be subject to disciplinary action.

ARTICLE V STAFF DEVELOPMENT AND EDUCATION
An Association 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 ASSOCIATION MEETINGS
SECTION 1 BETWEEN THE BOARD AND ASSOCIATION
It is agreed that the representatives of the Board and the representatives of the Association 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 ASSOCIATION MEETINGS AND BUSINESS

- A. The Board agrees to permit the Association the use of the Historical Room or the Library Meeting Room. 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 Association officers as may be necessary for Association 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 Association officials: (a) President; (b) Secretary; (c) Negotiating Grievance Committee of three (3) members. Compensation will not be granted for this time off.
- C. During a full negotiations year (not a wage reopener) the Association membership may meet for general discussion on regular work time to discuss issues related to the contract. This will be subject to the following conditions:
1. Scheduled meetings must be approved by the Director at least 24 hours in advance.
 2. All workstations must remain covered by Association personnel, therefore, all members may not attend.
 3. Meetings shall be no longer than 10 minutes in duration and not more than 2 meetings may be scheduled per week.

ARTICLE VII DUES

The Board agrees to the deduction of the Association monthly membership dues from the pay of those Association 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 Association and the aggregate deductions of all Association members shall be remitted to the Treasurer of the Association together with the list of names of all Association members for whom the deductions were made. An Association member may terminate his dues deduction by notifying the Association in writing of his or her intention to terminate with no less than thirty (30) days prior notice.

ARTICLE VIII ASSOCIATION BULLETIN BOARD AND BOARD MINUTES

A bulletin board will be made available by the Board in the Staff Room for the use of the Association for the purpose of posting Association announcements and other information of a non-

controversial nature. A copy of the minutes of all Board meetings shall be sent to the President of the Association.

ARTICLE IX
SECTION 1

SALARIES AND WORK SCHEDULES

A

SALARIES

Salary increases to all association members shall be as follows:

3% increase, Jan. 1, 1995

2% increase, July 1, 1995

2% increase, Jan. 1, 1996

3% increase, July 1, 1996

2% increase, Jan. 1, 1997

3% increase, July 1, 1997

Should the Wayne Township White Collar Union receive a higher across the board rate of increase in 1997, the Association rate will be adjusted to meet that rate. Should the White Collar Union receive a lower rate of increase, the above stated rate will not be adjusted.

SECTION 2

WORK SCHEDULES

The work week runs from Monday through Saturday. It shall consist of thirty-five (35) hours, as scheduled by the Library Director with the following modifications:

- A. The day shall not exceed ten (10) working hours
- B. The immediate supervisor will be responsible for the approval of the hours, vacations, sick-time, holidays, and flex-time on each time sheet.
- C. No more than two (2) staff members in the same department shall be granted scheduled time off on the same day.
- D. After not more than 5 consecutive hours of work, at least 1/2 hour must be made available and 1/2 hour must be taken for lunch or dinner. An employee may extend their lunch or dinner period beyond the 1/2 hour if so decided with approval of their supervisor. The lunch or dinner break may be taken before the employee reaches 5 consecutive hours to ensure that no meal break is taken while an employee is scheduled on a public service desk, and that no employee works more than 5 consecutive hours.
- E. During a consecutive 7 hour day, 2 rest periods of 15 minutes each may be taken as part of working time, one in the morning, one in the afternoon, or, if working the evening shift, one

in the evening. These are not to be combined into a 1/2 hour break or used to shorten the workday, unless, due to extraordinary circumstances, with the previous approval of the supervisor.

F. Flex time: Association members must work their scheduled hours as set by supervisory staff. At the end of 4 weeks they must have accumulated a total of 140 hours. A credit or debit of 7 hours may be carried indefinitely. Association members may "flex" their time in any combination of hours subject to assigned schedules (and within the provisions listed above), between the hours of 8 a.m. to 10 p.m. Persons may arrange to exchange assigned schedule hours with other qualified staff members, subject to supervisory approval.

G. Qualified Association members may volunteer for Sunday work and will be given preference to work over non-Association members. Association members may be assigned to fill vacancies in the Sunday schedule; however, the administration must make every effort to fill the Sunday schedule with volunteers from the regular staff or from a substitute pool before assigning any employee to work.

The work day will be 4 hours and 45 minutes in length from 12:30 to 5:15 p.m.

Sunday compensation for 1995 shall be \$99. for professionals and \$64.34 for non-professionals or one 7 hour day off instead of pay which must be taken within the next sixty (60) day period. The Sunday rate for 1996 and 1997 shall be increased by the agreed upon regular contracted rate.

The Sunday rate for non-association members will be paid at a rate of 85% of the negotiated rate for association members.*

H. The library will close for the entire Labor Day Weekend.

I. The library will be closed for an Easter recess of 3 days, Friday, Saturday, and Sunday.

* The rate for non-association members is subject to change at any time during the life of this agreement.

ARTICLE X
A.

LONGEVITY

Reference sub-section 4-72 of the Administrative Code.

Each full-time permanent Association member shall receive longevity compensation in addition to their salary in accordance with the following schedule:

5-10 years of service	3 per cent
11-15 years of service	6 per cent
16-20 years of service	8 per cent
20 or more years of service	10 per cent

- B. Longevity shall be in addition to salary and not restricted by the Salary and Wage Ordinance.
- C. Any employee hired after January 1, 1977 shall not be eligible for longevity benefits.

SECTION 1

TERMINAL PAY

In the event that an Association member is to be discharged, the library shall give two (2) weeks notice or two (2) weeks pay at the employees' basic weekly wage in lieu of such notice, unless the Association member is discharged for cause.

ARTICLE XI

INSURANCE AND PENSION

Any benefits presently authorized by Association 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 Association members.

SECTION 1

INSURANCE COVERAGE

The insurance clause in this contract will model the Township contract for White Collar workers, with the exception of the \$150 appropriated for annual physical examinations. Any changes in the language of the White Collar contract for insurance coverage will supersede the Association contract current article and may affect Association members over the life of the contract.

The Library provides insurance coverage to full time Association members under the Township's providership program and any change agreed to by the American Federation of State, County, and Municipal Employees, Council 52, Local 2192, AFL-CIO (White Collar Union) will cause this Insurance and Retirement Coverage to automatically reflect such change.

A. All full time Association members and their families covered by this agreement 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 employee who has been employed by the library for three (3) or more years, all health benefits for spouse and

dependents will continue 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 full time Association member and his/her dependents at a cost of \$3.00 per prescription.

C. A life insurance policy in the amount of one half (1/2) of the full time Association member's salary will be provided to the employee's heirs.

D. All full time Association members hired on or after January 1, 1995 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 full time Association 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 any other dependents.

2. The Association 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.

E. As of Jan. 1, 1995, all Association members covered by the provisions of this agreement who were previously required by the collective bargaining agreement which terminated on Dec. 31, 1994 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 full time Association 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.

F. The Library through the Township 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 Library through the Township decides to make a change, the Association will be notified in advance.

ARTICLE XII
RETIREMENT BENEFITS

- A. Any full time Association member presently in this bargaining unit who retires from the Library/Township at age 60 or older, with at least 15 continuous years of service with the Library/Township, 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.
- Anyone hired full time into this bargaining unit on or after Jan. 1, 1995, who retires from the Library/Township at age 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, medical coverage, medical emergency coverage, \$250. per year toward laboratory testing and x-rays.
- B. Any full time Association member presently in the bargaining unit who retires from the Library/Township prior to attaining age 60 with a minimum of 25 continuous years of service with the Library/Township 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 full time Association member who is eligible under the retirement provisions of this contract, will be allowed to continue major medical coverage for himself/herself and 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 the death of the full time Association member, the surviving spouse may elect

to continue medical coverage at his/her own expense at the Library/Township group rate.

- E. Life Insurance in an amount equal to one-half of the full time Association member's annual salary at the time of retirement will be continued for the retired employee at no cost to the employee.
- F. Any retired full time 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 Jan. 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 Feb. 1, the Township will notify by certified mail, those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.

ARTICLE XIII VACATION

A GRANDFATHER CLAUSE:

Vacation leave with pay during a calendar year shall be granted to full-time association members hired on or before Jan. 1, 1989 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 the completion of 12th month = 2 weeks.
3. Start of one full year up to completion of 20 full years = 4 weeks.
4. Start of 21st year and thereafter = 5 weeks.
5. Vacations for part-time salaried employees are pro-rated according to the above schedule.
6. 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.
7. Upon the death of an Association member, the vacation due him/her shall be paid to his/her estate.
8. Vacation may not be accreud beyond Dec. 31st of said year.

B Full-time Association members hired after Jan. 1, 1989 shall be granted vacation leave with pay each fiscal year in accordance with the following schedule:

1. Full-time service 0-6 months = no vacation.
2. Start of 7th month to the completion of the 12th month = one (1) week.
3. Start of one full year to the completion of 5 years = 2 weeks.
4. Start of 6th year to completion of the 10th year = 3 weeks.
5. Start of the 11th year to the completion of 20 years = 4 weeks.
6. Start of the 21st year and thereafter = 5 weeks.
7. Vacations for part-time salaried Association members are pro-rated according to the above schedule.
8. Vacation may not be accrued beyond Dec. 31 of said year.

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
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
- B. On a holiday when the library is open, Association members scheduled to work (in either public service or non-public service areas) will be given compensatory time and one-half, with prior agreement of their supervisor. Association members who are not scheduled but opt to work, with supervisor's pre-approval, on the holiday, will be compensated for equal time off. Holiday time must be taken within 6 months. Association

members who request holiday compensatory time to be taken along with vacation time must request such time off in advance to be approved by his/her supervisor.

- C. Holidays for part-time Association members are pro-rated.

ARTICLE XV

SICK LEAVE

A. GENERAL CONDITIONS

Sick leave is paid leave that may be granted to each Association 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 Association members shall accumulate sick leave on the basis of sixteen (16) days per year. Sick leave can be accumulated without limit during the Association member's length of service. Sick leave for salaried Association members who work 19 or more hours per week is prorated. Accumulated sick leave may be used by an Association member for personal illness, illness in his immediate family which requires his 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 Association 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 Association 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 Association member and the Library Board setting forth that the Association member shall reimburse the library from the monies he might receive from Workmen's Compensation payments or from possible legal settlement from the person or persons responsible for the injury.

D. SEPARATION--ACCRUED SICKLEAVE

No sick leave allowance will be paid in case of dismissal for cause. All Association 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/her accumulated unused sick time standing to his/her credit at the time of his/her separation from service. In case of an Association member's death in service, payment shall be made to his/her estate.

E. PERSONAL DAYS

1. With one week prior notice, full-time Association 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 forty-eight hours prior notice whenever possible to the Association member's supervisor, without restriction. 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 Association member may be granted, upon approval of the Association member's supervisor, time off with pay, not to exceed three days, in the event of a death in his 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 Association member's father, mother, wife, husband, sister, brother, son, daughter, mother-in-law, father-in-law, grandchildren, grandparents. In the event of the death of an immediate in-law (daughter-in-law, son-in-law, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law) one day with pay will be granted so that Association 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 Association members covered by this contract shall be allowed time off with pay to serve on a

jury. At completion of such jury service, a letter should be obtained from federal or county officials substantiating the dates served.

ARTICLE XVII
SECTION 1

LEAVE OF ABSENCE WITHOUT PAY
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 department head 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 Association 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 Association 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 Association 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 Association 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 Association 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
SECTION 1

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 Association, and the unit members are afforded adequate opportunity to discuss and dispose of their differences.

1. 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 Association and its members.

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

D. The Association 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 that 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 Association all relevant information that may be legally required for the Association 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 standarize 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) working days from the date of the occurance.

Step 2:

If the matter is not settled in Step 1, the Association 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. A member of the Association and, if applicable, 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 Association shall present the grievance, in writing, to the Library Board within five (5) working days of the receipt of the Directors' decision. A Board appointed representative or committee shall meet with the Association or committee and if applicable, the affected party. At the Step 3 meeting, the Association 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:

If the grievance is still unsettled, the Association may within fifteen (15) working days after the date set for the receipt of a response from the President of the Board by written notice to the Board request arbitration. Only grievances involving dismissal or demotion shall go to arbitration. The method of arbitration shall be as follows: a single arbitrator from the American Arbitration Association shall review the grievance after which his/her determination concerning same will be binding upon both parties. The cost of such arbitration will be distributed equally between the two parties.

In the case of an Unfair Labor Practice as defined by PERC, the Board and Association will abide by PERC's findings in regard to final settlement of the matter.

ARTICLE XX
SECTION 1

WORK STOPPAGES
GENERAL STATEMENT

It is agreed that during the term of this Agreement neither the Association, 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 Association members by the Board.

SECTION 2

ASSOCIATION RESPONSIBILITY

In the event that any of the Association members violate the provisions of the above paragraph, the Association 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 Association members to return to work. Any Association member who violates the provisions of Section 1 of this Article will be deemed to have resigned.

ARTICLE XXI
SECTION 1

PENSIONS, VACANCIES, LAYOFFS AND RECALL
SENIORITY

A. DEFINITION

Seniority is defined as an Association member's total length of service with the library commencing with the Association member's most recent date of hire. Seniority for part-time salaried employees hired before Jan. 1, 1980, shall be prorated according to that portion of the 35 hour work week that the employee has worked each year on a regularly scheduled basis. (Example, 1/2 time employee shall be credited with 1/2 year of service toward his/her seniority.)

B. LOSS OF SENIORITY

An Association 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 Association 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 Association member advantages or disadvantages are concerned, Association members with the greater amount of seniority 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 Association members and demotion to previous positions during the probationary period is not subject to the grievance procedure. If the

Association 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, a new position is created, or an opportunity for promotion to a higher classification occurs, such position availability shall be posted in all departments for a period of five (5) work days.
- B If no Association member applies for the position within five (5) work days, it shall be assumed that no Association member desires such position and the offer may be withdrawn.
- C The Director and Board shall establish reasonable job specifications for such vacancy, new position or promotion.
- D Should there be an interest from members of the Association, then such position shall be filled on the basis of qualifications with job specifications. Where no Association 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.
- E When an Association member is required to work temporarily in a lower classification, he shall continue to earn his regular rate of pay of his regular classification.
- F In the case of permanent demotion due to physical handicap or lack of work in the classification, pay scale will be appropriately adjusted.

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:

C

Probationary employees will be laid off first; regular Association members in a given job title will be laid off in inverse order of seniority. Association members to be laid off for an indefinite period will have at least thirty (30) calendar days notice of layoff. The Association secretary shall receive a list from the Library Board of the Association members being laid off the same date such notices are issued to the Association members.

SECTION 4

RECALL PROCEDURE

- A When the working force is increased after a layoff Association members will be recalled according to seniority provided they meet the requirements of the job. Such notice of recall shall be by certified mail at his/her last known address.
- B When an Association member is recalled after layoff, he shall receive all previous benefits, including longevity.
- C If an Association 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 for work.
- D If an Association 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 Association member shall expire one (1) year from the date of the layoff. Written notice of expiration of recall rights shall be sent to the Association. An Association 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 Association members to join and participate in organizations whose general purpose is an interest in libraries and librarianship. Such associations include the New Jersey Library Association and the New Jersey Library Assistants Association.

B

ATTENDANCE AT CONFERENCES AND PROFESSIONAL MEETINGS

Association members will be permitted to attend library related meetings at library expense when the travel budget allows. Preference will be determined by the Director. The basis for selection may be (1) individual holding office or membership on key committees of library associations; (2) supervisory position on the staff; (3) potential benefit that the

employee may get from such attendance that may have bearing upon his particular area of service to the library; (4) the need to maintain library services. When sufficient funds are not available to pay full expenses, at the Library Director's discretion, a set sum of money can be paid toward these expenses or just time off with pay granted to attend the meeting or conference. Reimbursable expenses may include transportation, registration fees, food, lodging, tolls and tips.

C

OVERDUE BOOK CHARGES

Association members are not required to pay fines on overdue books or records, but this privilege should not be abused. Such materials should always be checked out. Members of the Association have the privilege of reserving books for personal reading under the same rules as the public. Association 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. Association members are requested not to borrow more than two such books at a time.

D

DISCOUNTS

Association 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 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

USE OF CAR FOR LIBRARY PURPOSES

When an Association member uses his/her car for authorized library purposes, he will be paid at the prevailing rate for such use as determined by Town Hall.

G

STAFF PARTICIPATION IN MANAGEMENT

Suggestions from individual Staff Association members for changes in policies or procedures are welcomed and encouraged. Such suggestions may be made formally or informally to the immediate supervisor, to the Library Director or through the library's Suggestion Box. All suggestions will be given thorough consideration and action will be taken when feasible. Active sharing is essential to good morale and staff development.

An Association member's immediate duties may concern only a particular aspect of the library, but he is encouraged to take an interest in all facets of the library. An interest in library work other than one's duties is not interpreted as an attempt to run someone else's job.

ARTICLE XXIII SEVERABILITY

- A The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and 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 Association, 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 the first day of January, 1995, and shall remain in full force and effect until the 31st day of December, 1997. This agreement will continue thereafter until either party gives 30 days notice of termination.

ARTICLE XXV

QUANTITY OF CONTRACTS

The Board agrees to furnish to the Association 20 copies 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:

WAYNE PUBLIC LIBRARY EMPLOYEES ASSOC.

x Lynne C. Muehle
President, Employees Assoc.

by: x Helma Finney
Member, Board of Trustees

ATTEST:

WAYNE PUBLIC LIBRARY IN THE COUNTY OF
PASSAIC

Evelene F. J.
President, Board of Trustees

by: x Marge Minnella
Member, Employees Assoc.