

**AGREEMENT**

**BETWEEN**

**THE WAYNE PUBLIC LIBRARY BOARD OF  
TRUSTEES**

**AND**

**THE SUPERVISOR'S UNION LOCAL 108 RWDSU,  
UFCW, PUBLIC EMPLOYEES DIVISION**

**JANUARY 1, 2007**

**THROUGH**

**DECEMBER 31, 2010**

**SUPERVISORY EMPLOYEES ASSOCIATION (SEA)**

**WAYNE PUBLIC LIBRARY**

**2007 – 2010 CONTRACT**

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**THIS AGREEMENT, entered into this by and between Local 108, Public Employees Division, UFCW, WAYNE PUBLIC LIBRARY SUPERVISORY EMPLOYEES, 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 Local 108, RWDSU, Wayne Public Library Supervisory Employees Association, in this contract.**

**WITNESSETH:**

**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 108 Public Employees Division, UFCW, 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 provisos 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 UNION MEMBER RIGHTS

**Professional Liability Clause**

The Board agrees that it shall defend and hold harmless all librarians and library employees from any and all demands, claims suits, actions and legal proceedings brought against any employee in an individual or official capacity as a librarian or acting supervisor of the Wayne Public Library provided that the incident(s) arose while the librarian or library employee was acting within the scope of employment; and as, liability coverage is within the authority of the employer to provide under states statutes.

- A. The Administration shall have the right to give a Union member an oral or written warning as long as that Union member has either a shop steward or a union member present. The Administration shall give notification to a Union member 1(one) working day before a stage 1 or 2 disciplinary hearing. This shall be consistent with

Weingarten Act.

- B. The Administration shall give notification to a Union member 1 (one) working day before a disciplinary hearing. It is the responsibility of the Union members to request representation at any disciplinary or grievance proceeding and the responsibility of the Union to provide representation.
- C. A Union member shall be entitled to one Union representative at each stage of a disciplinary proceeding and two Union representatives and a minimum of one day notice at a stage 3 hearing.
- D. An SEA member shall be entitled to one SEA representative at each stage of a disciplinary proceeding.
- E. No recording devices of any kind shall be used during a disciplinary or grievance proceeding unless the SEA member is made aware of the fact prior to interrogation and permission is obtained.
- F. In all investigations that may lead to disciplinary actions, the SEA member shall be presumed innocent until proven guilty. Any SEA member exonerated after a suspension shall be reimbursed for loss of pay.
- G. 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

- A. Personnel files shall be located in the Administrative offices.
- B. All Sea members may have access to their own personnel file during Business Office hours. All records shall be viewed in the Business Office in the presence of management. Employees may make one copy of items from their file without charge at the time of the request.
- C. The signature of a 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.
- D. Employees shall receive notification of any item going into their personnel file. All items will be dated.
- E. Items will not be removed from a personnel file. However, if a period of two (2) years for formal warnings or one (1) year for informal warnings passes without another disciplinary action, the earlier warning will no longer be counted as a prior step in the progressive disciplinary process and the record will be placed in an inactive file. If there is an additional disciplinary action before the end of the designated time period, all warnings will remain active until three (3) years has passed since the most recent disciplinary action.

## ARTICLE III EQUAL TREATMENT

### SECTION 1 NON-DISCRIMINATION

The Board agrees that there shall be no discrimination or favoritism for reason of race, creed, color, national origin, ancestry, age, martial status, affectional or sexual orientation, sex, religion, disabilities as to guidelines in ADA, political affiliation, SEA Activities or Union membership.

**SECTION 2     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 an immediate family, civil union or domestic partner shall be in a position that provides direct supervision over another member of the family.**

**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 microwave and refrigerator, for use of the staff at all library facilities.**

**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   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 to all SEA members. Compensation will not be granted for this time off.**

**ARTICLE VI DUES**

**SECTION 1 UNION MEMBERS**

**For all employees who have signed Union membership application cards, the Board shall deduct from his/her salary Union dues to be paid to a representative to be designated by the Union.**

**SECTION 2 NON-UNION MEMBERS**

**For all employees within the bargaining unit who have not signed Union membership cards, the Board shall deduct a representation fee, an amount equal to eighty-five (85%) percent of the regular Union membership dues from the employee's salary to be paid to a representative designated by the Union.**

**ARTICLE VII 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 VIII SALARIES AND WORK SCHEDULES**

**SECTION 1 SALARIES AND ANNIVERSARY DATE**

- A. The salary schedule for a four year period shall be reflected in the scale in Article XXII of this agreement. This shall reflect the period of January 1, 2007 through December 31, 2010.**
- B. Pay scales for all position levels will be implemented as per Addendum A. After one full year's employment, employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will be placed on the next appropriate step on their salary guide and, thereafter, January 1<sup>st</sup> will be their permanent anniversary date. Employees whose anniversary date falls between July 1<sup>st</sup> and December 31<sup>st</sup>**

will not be placed on the next step of the salary guide until January 1<sup>st</sup> following their first full year's employment. Thereafter, January 1<sup>st</sup>, will be the permanent anniversary date for those employees.

**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.**
- 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. This includes time necessary to complete assignments and/or attend meetings necessary to perform their job which may occur outside of their regularly scheduled hours. The work week will run from Sunday through Saturday: Sundays will be counted as part of the regular work week. SEA members may be assigned to work Sundays when all efforts to fill the schedule with volunteers from the non-supervisory staff, the substitute pool or the supervisory staff have failed, and all non supervisory who are adequately trained as determine by the supervisor of the public service desk at which they will be working have been scheduled for at least three Sundays.**

**ARTICLE IX    INSURANCE AND PENSION**

**The Library provides insurance coverage to full time Union 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 (Wayne Township Supervisor's Association) will cause this Insurance and Retirement coverage to automatically reflect such change.**

**SECTION 1    INSURANCE COVERAGE**

- A. After January 1, 2004, new employees shall have a ninety (90) day waiting period before being enrolled/covered for health benefits. All employees and his/her spouse and/or their eligible dependents, covered by this Agreement, shall be covered with medical insurance, hospital insurance, major medical insurance including medical emergency coverage, prescription plan and dental insurance at no cost to employee except as noted in Article IX, Section G. Upon the death of an active employee, who has been employed by the Township for three (3) or more years, all health benefits for spouse and/or eligible dependents will continue for a period of six (6) months at no cost, at which time the spouse and/or eligible dependents may elect to continue medical coverage at his/her own expense at the Township group-rates under COBRA.
- B. A basic prescription plan shall be provided for each employee and his/her spouse and/or eligible dependents. A three tier prescription plan shall be provided, for each employee and eligible dependents, as described below:
1. Generic - \$5.00
  2. Preferred non-generic - \$10.00; and
  3. Non-generic/non-preferred - \$25.00
- C. Each employee shall be reimbursed up to \$150.00 in each calendar year for charges incurred for preventative care which would include one physical exam and/or routine immunizations. This coverage shall also be extended to the spouse of the employee.
- D. Each employee shall be covered by a life insurance policy in the amount of one-half (1/2) of the employee's salary to a maximum of fifty thousand (\$50,000) dollars that shall be provided to the employee's beneficiary at no cost to employee.
- E. Each employee shall be reimbursed for the cost of an eye examination with a total cost not to exceed fifty (\$50.00) dollars per annum, non-cumulative and \$100 every other year toward the purchase of eye glasses or contacts, non cumulative.
- F. Each employee and his/her spouse and their eligible dependents shall be

covered by a basic Dental Plan up to an annual maximum of twelve hundred fifty (\$1,250.00) dollars.

G. All employees hired on or after June 1, 1998 but before January 1, 2004 will be subject to the following insurance co-pay: 1) Township will pay 100% of the cost of the employee's life insurance, medical insurance, including dental and prescription, and 50% of the cost of the medical insurance, including dental and prescription, for coverage of the spouse and/or any other eligible dependents. 2) The employee will pay the additional 50% of the cost to cover spouse and/or eligible dependents. 3) Future enrollment of spouse and/or eligible dependents will be allowed on the first day of each quarter.

H. The Township reserves the right to change insurance plans and / or carriers or to self-insure, provided such coverage is equal to or better than existing coverage. In the event the Township decides to make a change, the Association shall be notified in advance of such change. If the Association does not agree that equal or better benefits are to be furnished by the Township, a request may be made or the appointment of an arbitrator under the provisions of Article XVI step 4. The arbitration case will be handled on an expedited basis and no change shall be made pending receipt of the decision of the arbitrator. Such decision on equality of benefits shall be binding and final between both parties.

I. **Optional Medical Insurance Plan**

1. All employees hired on or after June 1, 1998 that are subject to the co-pay described in Section G may enroll at their option in the newly established medical insurance plan (Plan B) provided to all employees that, are hired after the date of signing of the contract. Those eligible employees exercising this option shall have the right to return to the traditional medical insurance plan or enroll in the optional insurance plan after the passing of one (1) full calendar year. The employee may enroll in the said plans during the prescribed open enrollment that immediately proceeds the period in which the change shall begin.

2. **All employees that exercise their option to be included in the newly established medical insurance plan shall have no co-pay costs that are payable to the Township, the insurance plan manager, carrier, administrator or any other party unless specially noted in Plan B in Schedule D.**

SECTION 2 RETIREMENT BENEFITS

The retirement clause in this contract will model the Township contract for the American Federation of State, County and Municipal Employees, Council 52, Local 2192, (Wayne Township Supervisor's Association). Any changes in the language of the White Collar contract for retirement coverage will supersede this current article and may affect Union members over the life of the contract.

Pursuant to the authority granted to the Township by N.J.S.A.40A:10-23, the Library shall provide the following benefits:

A. Any employee who is covered by this bargaining unit and who retires from the Township at age sixty-two (62) or older, with a minimum of fifteen (15) continuous years of service with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/herself and spouse at his/her expense at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

B. Any employee who is covered by this bargaining unit and who retires from the Township prior to attaining the age of sixty two (62) with a minimum of twenty-five (25) continuous years of service with the township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.

2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/herself and spouse at his/her expense at the Township group rate. Upon the death of the retiree the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

C. Any employee who is covered by the Bargaining Unit hired after the signing of this contract and who at the time of retirement has reached the age of sixty-two (62) years or older with a period of service of twenty (20) years of continuous service with the Township at the time of retirement shall be entitled to receive at no cost the following medical benefits for the retiree and his/her spouse:

1. Hospital Coverage at Township expense.
2. Medical/Surgical Coverage at Township expense.
3. \$250 per year toward laboratory testing and x-rays at Township expense.
4. The ability to purchase major medical coverage and prescription drug coverage for himself/herself and spouse at the Township group rate.

Upon the death of the retiree the surviving spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA all benefits shall cease.

D. Any employee who was employed by the Township on or before the signing of this contract, and who is covered by this bargaining unit, who retires at age sixty-two (62) with a minimum of twenty (20) years of continuous service with the Township shall receive the following benefits for him/herself and spouse:

1. Hospital Coverage at Township expense.
  2. Medical/Surgical Coverage at Township expense.
  3. \$250 per year toward laboratory testing and x-rays at Township expense
  4. The ability to receive coverage for the retiree, at the retiree's sole discretion, of either major medical or prescription insurance at the Township's expense. Once the retiree has selected, and has begun to receive, either major medical or prescription coverage the retiree cannot elect to substitute on for the other.
  5. The ability to purchase dental insurance for his/herself and spouse-at his/her expense at the Township group rate.
  6. The ability to purchase major medical coverage and/or the prescription drug plan, if acceptable to the carrier, for his/her spouse at his/her expense at the Township group rate.
    - I. Retiree shall have the ability to purchase the coverage not selected as per Article X Section 2 (C) 4 at his/her expense at the Township group rate.
    - II. Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue the coverage at his/her own expense under COBRA. Upon the expiration of COBRA, the spouse may elect to continue receiving these same benefits at his/her own expense at the Township group rate.
- E. Any employee who was employed by the Township on or before December 1, 2004, and who is covered by this bargaining unit, who retires at age sixty-five (65) with a minimum of twenty-five (25) years



of continuous service with the Township shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township. Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- F. Any employee who was employed by the Township on or before December 1, 2004, and who is covered by this bargaining unit, who retires with a minimum of thirty (30) years of continuous service with the Township, no minimum age, shall receive, at no cost to him/herself and his/her spouse, the same health benefits that the employee and spouse received while employed by the Township.

Upon the death of the retiree the surviving spouse's health benefits will continue for six (6) months at the Township's expense after which time the spouse may elect to continue medical coverage at his/her own expense under COBRA. Upon the expiration of COBRA the spouse may elect to continue receiving these same health benefits at his/her own expense at the Township group rate.

- G. Employees subject to co-pay prior to retirement shall not be subject to any co-pay upon retirement.
- H. Life insurance in an amount equal to one-half of the employee's annual salary, to a maximum of fifty thousand (\$50,000) dollars at the time of retirement will be continued for the retired employee at no cost to the retired employee.
- I. Any retired employee who is insured by the Township must file an Affidavit with the Chief Financial Officer of the Township on January 1<sup>st</sup> of every year and not later than March 1<sup>st</sup> that, in effect

he/she has not changed his or her marital status as a retiree. On February 1<sup>st</sup>, 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.

- J. Any employee who has retired prior to the execution of this contract and was represented by the Association from January 1, 2007, shall receive, if applicable, the retirement health benefits cited herein and any applicable annual salary adjustments.
- K. Benefits granted at time of retirement for the employee and his/her spouse shall remain in effect for the life of employee and are not subject to reduction or elimination in future negotiations.
- L. Department Heads and Division Heads who qualify for veterans retirement under Public Employees Retirement System and who are, at the time of retirement at least sixty-two (62) years of age with a minimum of twenty (20) years' service with the Township, and who have accumulated at least two hundred (200) sick days may, in their discretion, elect to use a maximum of one hundred and twenty (120) days of the accumulated sick time as terminal leave or to receive full pay for a maximum of one hundred twenty (120) days of accumulated sick time. The balance of the accumulated sick leave shall be paid in accordance, with Article XII Section 5.

#### ARTICLE X VACATION

Vacation leave with pay during a given calendar year shall be granted full-time SEA members on the basis of full-time continuous service the individual has accrued as follows (all current members of the SEA shall have 4 or more weeks, depending on length of service):

1. Full-time service beginning after July 1 - no vacation during 1<sup>st</sup> calendar year
2. Full-time service beginning prior to July 1-3 weeks.
3. January 1 of the first full calendar year of service to the completion of

second full calendar year - 3 weeks

4. January 1 of the third full calendar year of service to the completion of the nineteenth full calendar year - 4 weeks

5. January 1 of the twentieth full calendar year of service and thereafter - 5 weeks

6. Vacations for part-time salaried Union members are pro-rated according to the above schedule.

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

8. The union member will be able to carry 5 vacation days of one year into the next year. Any additional unused time will be forfeited except for staff members on approved medical leave.

ARTICLE XI HOLIDAYS

SECTION 1 HOLIDAYS

The official holidays observed by the Library are:

1. Regular holidays

On regular holidays, the library will be closed.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

2. Floating holidays

On floating holidays, the library will be open.

Martin Luther King's Birthday

Lincoln's Birthday

President's Day

Good Friday

**Columbus Day**

**Election Day**

**New Year's Eve**

**The day after Thanksgiving will be closed holiday in lieu of the Veteran's Day holiday.**

**When New Year's Eve falls on a Sunday, the library will be closed and New Year's Eve will be a floating holiday to be used during that calendar year.**

**SECTION 2 HOLIDAY COMPENSATION TIME**

**All full time regular employees will receive one day of holiday time for each regular holiday. Holidays for part time employees are pro-rated.**

**All full time employees will receive one day of holiday time for each floating holiday. This time may be used at any time during the calendar year of the holiday. If an employee works on a holiday, they will receive an additional one half day of holiday compensatory time. This time must be used by the end of the calendar year but cannot be used until the day has been worked. Holiday compensatory time for Columbus Day, Election Day, and New Year's Eve may be carried into the following year. Time carried into the following year will be added to the holiday bank. Floating holidays will be pro-rated for part time employees. Part time employees will earn one half of the pro-rated holiday time for working on the holiday.**

**SECTION 3 RELIGIOUS HOLIDAYS**

**The library will be open on Good Friday until 4:30PM. Staffing for religious holiday will be with volunteers, first from the regular staff then from hourly staff, sought to cover the schedule. Only if volunteers cannot be found will staff be assigned to work.**

**SECTION 4 SUNDAY CLOSINGS**

**The library will be closed on Sundays in July and August.**

**SECTION 5 LONG WEEKEND**

**The Library shall be closed for the entire Labor Day weekend. The Library Board will consider an additional long weekend closing provided that the staff**

**makes their request in December when the Library Board is setting the schedule for the next year.**

**ARTICLE XII SICK LEAVE**

**SECTION 1 GENERAL CONDITIONS**

**Accumulated sick leave may be used by an SEA member for personal illness, illness of his immediate family or domestic partner that requires his or her attendance upon the ill member, quarantine restrictions, pregnancy or disabling injuries.**

**SECTION 2 SICK LEAVE ALLOWANCE**

**A. Union members shall accumulate sick leave on the basis of full time continuous service the individual has accrued as follows:**

1. January 1 of the first full calendar year of service to the completion of the twentieth full calendar year - 14 days
2. January 1 of the twenty-first full calendar year of service to the completion of the twenty-fifth full calendar year - 15 days
3. January 1 of the twenty-sixth full calendar year of service to the completion of the twenty-nine full calendar year - 16 days
4. January 1-of the thirtieth full calendar year of service and thereafter - 17 days

**Sick leave can be accumulated without limit during the Union member's length of service. Sick leave for salaried Union members who work 17.5 or more hours per week is pro-rated. Sick leave during the first twelve months of employment may be taken only as earned. Absences beyond five (5) consecutive workdays will require a certificate by a physician.**

**B. If a Union member is ill or injured during a previously scheduled vacation or holiday leave, the employee may change the leave to sick leave time. However, the employee is not required to do so. The**

selection of sick leave must be made within 48 hours of returning to work.

**SECTION 3 ADDITIONAL LEAVE BY RESOLUTION OF THE 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.

**SECTION 4 DISABILITY INSURANCE**

The Library Board will re-open negotiations if approached by the Union with a proposal for Disability Insurance by June 15 of any year of this contract.

**SECTION 5 SEPARATION—ACCRUED SICK LEAVE**

No sick leave allowance will be paid in case of dismissal for cause. All Union members who have been employed by the Wayne Public Library for at least one (1) year, given at least two weeks notice and are covered by the provisions herein shall be entitled to a payment for accumulated sick days upon separation of the library for any reason, save for cause equal to the benefits provided under the Township's Supervisor's Association contract. In case of a Union member's death in service, payment shall be made to his/her estate.

<b>0-50 days</b>	<b>\$25.00</b>
<b>51-150days</b>	<b>\$50.00</b>
<b>151-200days</b>	<b>\$75.00</b>
<b>201+ days</b>	<b>\$100.00</b>

**The maximum payout will be \$14,000 (240 days). In the case of the Union member's death while an employee, payment shall be made to his/her estate.**

**SECTION PERSONAL DAYS**

- A. SEA members may use three of the annual sick days in any calendar year as personal days. If they are not so used, they will remain accumulative sick days. SEA members will provide the greatest possible notice to their supervisor when a personal day is used in an emergency. Personal days will be granted without restrictions with the exception that use of personal time is not condoned to circumvent library rules or contractual regulations. Religious holidays may be included as personal days but may be restricted if all reasonable efforts to staff the library have been exhausted.
- B. Under extraordinary circumstances personal days may be taken consecutively or in conjunction with other leave at the discretion of the director.

**ARTICLE XIII**

**LEAVE OF ABSENCE WITH PAY**

**SECTION 1 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 five days, in the event of a death in his or her immediate family. Upon recommendation of the Library Director, a reasonable extension beyond five days may be allowed where circumstances justify such action. The term "immediate family" as used in the sub-paragraph includes the SEA member's father, mother, wife, husband, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, grandparents or domestic partner.**

**In the event of the death of a close family member, one day with pay will be granted. A reasonable extension up to three days may be granted at the discretion of the Director for good cause.**

**SECTION 2 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 XIV LEAVE OF ABSENCE WITHOUT PAY

SECTION 1 MATERNITY LEAVE

Maternity leave may be granted up to 24 weeks provided that the request for such a leave is made in writing to the Administration and meets the requirements of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). Such leave shall be without pay but medical benefits will be maintained by the library during the approved leave.

SECTION 2 PERSONAL LEAVE

A one time leave of not less than five (5) working days or more than 30 calendar days may be granted upon written request to the Board with approval of the Director. Such leave must be limited to one request during a five (5) year period. Medical coverage will be maintained by the library during the approved leave. Every effort will be made to accommodate personal leave request.

SECTION 3 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 in 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 discharge from active duty**

**ARTICLE XV RETURN FROM AUTHORIZED LEAVES**

**An SEA member on of 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 three working days, without a valid excuse and notification at the time of absence, the employee may be deemed to have resigned at the discretion of the director.**

**ARTICLE XVI 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.**

**SECTION 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 which 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 grievance is officially presented by the SEA in writing on behalf of the SEA member. Union members may be represented at further steps by two Union representatives.
- D. The SEA will notify the Board, in writing, 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.

## SECTION 2 PROCEDURE

### **Step 1:**

**An aggrieved unit member shall attempt to resolve any grievance with his/her immediate supervisor or designee within ten (10) workdays**

from the date of the occurrence. The supervisor or designee shall respond in writing within ten working days from the date the grievance is discussed.

**Step 2:**

If the matter is not settled in Step 1, the SEA shall, within ten (10) workdays from the receipt the response in Step 1, present the grievance to the Director or to the Director's designee in writing. Up to two (2) SEA Board member/Unit Shop Stewards if requested, and the affected party, shall meet with the Director or designee within ten (10) workdays from the receipt of the grievance, and attempt to settle the grievance. If the grievance is not settled, the Director shall-render a decision in writing within then (10) 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 ten (10) working days of the receipt of the Director's decision. A Board appointed representative or committee shall meet with the SEA Board member/Union Shop Steward and/or the Local 108 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 Boards 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 ten (10) workdays of its meeting.

**Step 4:**

If the grievance is still unsettled, the SEA may, within ten (10) 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 suspension, dismissal or demotion may go to arbitration. The method of arbitration shall be as follows: a single arbitration 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 the SEA will abide by PERC's findings in regard to final settlement of the matter.

ARTICLE XVII 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 XVIII PENSIONS, VACANCIES, LAYOFFS AND RECALL

SECTION 1 SENIORITY

A. DEFINITION

Seniority is defined as an SEA member's total length of salaried service with the library commencing with the SEA member's most recent date of hire as a salaried employee. Seniority for part-time salaried employees after January 1, 2001 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. Salary for part time salaried employees during employment on December 31, 2000 and before shall count as one year of service for one calendar year.**

**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. An SEA member on an unpaid 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 layoff, recall, selection of Sunday, vacation and holiday schedules Union 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 six month probationary period. Termination of such Union members and demotion to previous positions job classifications during the probationary period is not subject to these grievance procedures. If the Union member is demoted during the trial period, he shall be restored to his former job.**

## SECTION 2 VACANCIES, PROMOTIONS AND DEMOTIONS

- A. In the event a vacancy occurs or a new position is created within the bargaining unit, such position availability shall be posted in each service facility for a period of five working days
- B. If no SEA member applies for the position within five 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.
- E. When an SEA member is required to work temporarily in a lower classification, he shall continue to earn the regular rate of pay of his regular position.
- F. Requests for lateral transfers will be at the discretion of the Director and based on the qualifications for the position and the best interest of the library.

## 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;
  - An employee at a higher level whose position is going to be eliminated may bump an employee at a lower level with less seniority provided that the senior employee is qualified for the position as determined by the Director.

- 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 benefits to which he would be entitled under the current contract.
- C. If an SEA member fails to respond to a recall notice sent by certified mail within five (5) working days and an attempt has been made by telephone and failed 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. 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.
- E. In the case of demotions due to a reduction in the workforce, the pay scale will be appropriately adjusted. The affected staff member has the same recall rights to their original level position for a period of one year as the laid off employee provided such SEA member is qualified for the position. Written notice of expiration of recall rights shall be sent to the SEA.

ARTICLE XIX LIBRARY STAFF PRIVILEGES AND BENEFITS

SECTION 1 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 for full membership in NJLA for each SEA member.**

**SECTION 2 CONTINUING EDUCATION**

- A. SEA members will be permitted to attend library related meetings, conferences and workshops when deemed appropriate by the Director to support professional development. 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 up to the Township allowable per diem. Reimbursable registration fees may be limited to the amount charged to members of an organization.
- B. 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.

**SECTION 3 OVERDUE BOOK CHARGES**

**SEA members are not required to pay fines on overdue library material, 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.**

**SECTION 4 USE OF CAR FOR LIBRARY PURPOSES**

**When a vehicle is required for work-related travel, the library vehicle must be used if available. If not available and an SEA member uses his own car for authorized library purposes, the employee will be paid at the prevailing rate for such use as determined by Town Hall. If a Union member chooses to use their own vehicle when the library vehicle is available, they will not be reimbursed for their travel.**



ARTICLE XX SEVERABILITY

SECTION 1

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.

SECTION 2

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 cover in this agreement.

SECTION 3

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 term, 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 invalidate provision of 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 null and void, whereupon the parties agree to immediately negotiate a new agreement.

ARTICLE XXI TERMS OF AGREEMENT

This Agreement shall be effective as to January 1, 2007, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2010.

ARTICLE XXII      SALARY SCALE

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

**January 1, 2007 3.5% raise plus 2.5% step**

**January 1, 2008 3.5% raise plus 2.5% step**

**January 1, 2009 3.5% raise plus 2.5% step**

**January 1, 2010 3.5% raise plus 2.5% step**

**Union members hired or promoted after July 1, 2007 will not be eligible for steps. On January 1, 2007 all union members not currently on steps will be eligible to receive a 2% milestone to be given each 5 years of employment. Union members cannot receive a step and a milestone increase in the same year.**

ARTICLE XXIII      QUANTITY OF CONTRACTS

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

For the Library Board:

**Jane Hutchison, President**

**Jody Treadway, Director**

For the Supervisor's Union:

**Jasper Parnell**

**Regina Bohn, Shop Steward**

**Doreen Shoba, Shop Steward**