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LIBRARY
INSTITUTE OF MANAGEMENT
JUN 1 1989

RUTGERS UNIVERSITY

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THIS AGREEMENT, entered into this 1st day of January, 1989, 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.

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 twenty (20) hours per week, with the exclusion of the following eleven (11) titles: Director, Assistant Director, Administrative Assistant, Business Supervisor, Circulation Supervisor, Acquisitions Librarian, Branch Librarian, Documents Librarian, Extension Librarian, Pages.

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
SECTION 1

RIGHTS
Employee Rights

- A. An employee 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 employee shall be entitled to one Association representative at each stage of a disciplinary proceeding in the Association contract.
- C. No member employee 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 employee shall be presumed innocent until proven guilty. Any employee exonerated after a suspension shall be reimbursed for loss of pay.
- F. An employee 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 employees, to hire, promote, transfer, assign duties, days and hours or work, and retain employees within the occupations covered by this Agreement; to suspend, demote, discharge or take other disciplinary action against employees 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.

ARTICLE III

EQUAL TREATMENT

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.

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 employees with tools or devices to promote the safety and health of said employees.
- B. The Board shall furnish luncheon facilities, including stove and refrigerator, for use of the employees 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 employee failing to use the safety equipment provided will be subject to disciplinary action.

ARTICLE V

STAFF DEVELOPMENT AND EDUCATION

A staff 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
SECTION 1

ASSOCIATION MEETINGS

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.

ARTICLE VII

DUES

The Board agrees to the deduction of the Association monthly membership dues from the pay of those employees 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 employees shall be remitted to the Treasurer of the Association together with the list of names of all employees for whom the deductions were made. An employee 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 SALARIES AND WORK SCHEDULES

SECTION 1 Salaries

- A A 7% increase shall be given to all employees covered under this contract for the year 1989.
- B All employees will be assigned to an appropriate position according to the categories listed below:
- Library Aide
 - Junior Library Assistant
 - Senior Library Assistant
 - Principal Library Assistant
 - Supervising Library Assistant
 - Junior Librarian
 - Senior Librarian
 - Principal Librarian
 - Supervising Librarian
 - Assistant Director
 - Director.

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 five (5) hours of work, at least one-half (1/2) hour off must be made available for lunch or dinner
- e. During a seven (7) hour day, two (2) rest periods of fifteen (15) minutes each may be taken as part of working time
- f. Flex time: Employees 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. Employees 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. The library will be open from 1-5 pm every Sunday, September through June, except the Sunday after Christmas, Easter Sunday, and unless that Sunday is a legal holiday as specified in Article XIV of this contract. Qualified staff members may volunteer for Sunday work. If there are not enough volunteers for all scheduled Sundays, the administration will assign staff to fill vacancies in the Sunday work schedule. Sunday compensation for 1989 shall be \$74.52 for professionals, \$48.66 for non-professionals, or one (1) day off which must be taken within the next sixty (60) day period.

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

ARTICLE X LONGEVITY

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

Each full-time permanent employee in Guides 2 through 9 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 employee 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 employee is discharged for cause.

ARTICLE XI INSURANCE AND PENSION

Any benefits presently authorized by employees 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 library employees.

SECTION 1

Insurance Coverage

- A. All full-time employees and their dependents shall be covered by the following:
1. Program for health care services underwritten by Hospital Service Plan of New Jersey (Blue Cross/Blue Shield). Blue Cross program to include extended benefits under Rider J. Blue Shield to be usual, customary and reasonable fee program (UCR).
 2. Basic Prescription Program. Plan to be \$1.00 deductible amount per prescription.
 3. Basic Maintenance Dental Program Plan to be Proposal #2 with Option B payment schedule. The deductible amount shall be \$25.00.
 4. Major Medical Coverage. Plan to include an applicable cash deductible of \$500 and/or basic Blue Cross/Blue Shield with maximum amount payable per illness of \$20,000.00.
- B. Life Insurance Coverage shall be provided for the employee only. Policy to be in the amount equal to one half (1/2) of the employee's annual salary. Coverage increase to be commensurate with salary increases.

ARTICLE XII
SECTION 1RETIREMENT BENEFITSRetirement System

The library is governed by the same retirement as the Township of Wayne which is stated in the Revised Ordinances of Wayne (2-16) as follows:

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

SECTION 2

Blue Cross/Blue Shield

- A. A full time employee who retires at or over age sixty (60) and has been employed by the Township for at least fifteen (15) continuous years or an employee who retires below the age of sixty (60) and has been employed by the Township for at least twenty-five (25) continuous years shall receive at no cost to the retiree, Blue Cross with Rider

J and Blue Shield coverage from the Township. If the State of New Jersey PERS advises any change in lowering the age requirement, such age requirement shall become effective immediately.

- B. Blue Cross and Blue Shield coverage for dependents shall be provided under the Township's group rate at the retired employee's expense and paid to the Township.

SECTION 3 Major Medical

- A. Upon retirement, a full time employee and his dependents will be allowed to continue Major Medical coverage at his own expense paid to the Township at the Township's group rate.

SECTION 4 Life Insurance

- A. A full time employee who retires at or over age sixty (60) and has been employed by the Township for at least fifteen (15) continuous years or an employee who retires below the age of sixty (60) and has been employed by the Township for at least twenty-five (25) continuous years shall be covered by a life insurance policy in the amount equal to one-half (1/2) of the employee's annual salary at the time of retirement at no cost to the retiree.

SECTION 5 Affidavit

Any retired employee whose Blue Cross/Blue Shield Rider J is granted by the library must file an affidavit with the Finance Director for the Township on January 1 or every year and not later than March 31 indicating his present address and attesting to the fact that he has not changed his status as a retiree, or his marital status, and that he has not been employed by any firm covering him or his spouse with a hospitalization plan.

ARTICLE XIII VACATION

- A Vacation leave with pay during a given fiscal year shall be granted to full-time salaried employees; hired on or before the date of this contract 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.
7. Upon the death of an employee, the vacation due him/her shall be paid to his/her estate

B Full-time clerical employees (grades 2-6) hired after the date of this contract 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 clerical workers are pro-rated according to the above schedule

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 and New Year's Eve.
- B. On a holiday when the library is open, employees scheduled to work (in either public service or non-public service areas) will be compensated one day and one half (10 1/2 hours), with prior agreement of his/her supervisor. Employees who are not scheduled but opt to work on the holiday will be compensated for 7 hours off. Holiday time must be taken within 6 months. Employees 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 salaried employees are pro-rated.

ARTICLE XV

SICK LEAVE

A. General Conditions

Sick leave is paid leave that may be granted to each employee 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 employees shall accumulate sick leave on the basis of sixteen (16) days per year. Sick leave can be accumulated without limit during the employee's length of service. Sick leave for salaried employees who work twenty or more hours per week is prorated. Accumulated sick leave may be used by an employee 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 library employee has been injured in the line of duty, the Library Board may within the applicable provisions of state statutes pass a resolution giving the employee 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 employee and the Library Board setting forth that the employee 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. All employees and personnel of the Wayne Public Library who have been employed 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 employee's death in service, payment shall be made to his/her estate.

E. Personal Days

1. With one week prior notice, full-time employees 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 employee's supervisor, without restriction. Religious holidays will be included as personal days.

2. It will be 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 employee may be granted, upon approval of the employee'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 subparagraph includes the employee'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 employee 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 staff 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 for intervals up to six months but not exceeding a total of twelve

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 employee, 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 vacation leave but shall not exceed fifteen days in any fiscal year. When an employee has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the library within ninety days following his honorable discharge from the service.

ARTICLE XVIII RETURN FROM AUTHORIZED LEAVES

An employee 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 not loss of seniority, employee rights, privileges or benefits.

An employee 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.

ARTICLE XIX SECTION 1

SETTLEMENT OF GRIEVANCES

Grievance Procedure

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1:

The Grievance Committee representative with the employee shall take up the grievance or dispute verbally with the supervisor of the employee within ten (10) working days of its occurrence. The supervisor shall meet with the employee and Association representative and he/she shall attempt to adjust the matter and respond in writing to the Grievance Committee within ten (10) working days.

Step 2:

If the grievance has not been settled, it shall be submitted in writing by the Grievance Committee to the Director within ten (10) working days of the response by the supervisor. The Director shall meet with the employee and an Association representative and he shall respond to the Grievance Committee in writing within fifteen (15) working days.

Step 3:

If the grievance has not been settled, it shall be presented in writing by the Grievance Committee to the President of the Board within five (5) working days of receipt of the response by the Director. The President of the Board shall meet with the employee and an Association representative and he/she shall respond to the Grievance Committee, in writing, within fifteen (15) working days.

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 grievance involving dismissal or demotion shall go to arbitration.

SECTION 2Arbitration

Should the above procedure fail to produce satisfactory results, it is hereby agreed that a single arbitrator from the American Arbitration Association shall review the grievance after which his determination concerning same will be binding upon both parties. The cost of such arbitration will be distributed equally between the two parties. Any grievance not settled within one hundred and twenty days (120) shall be declared null and void except in the case of demotion or dismissal.

- SECTION 3 Matters Relating to the Grievance Procedure
- A. It is mutually agreed upon by both parties that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.
- B. The Association will notify the employer, in writing, of the name of its employees who are designated by the Association to represent employees under the grievance procedure. Employees designated by the Association will be permitted to confer with employer representatives regarding matters of differences during working hours without loss of pay.
- C. Representatives of the Association who are not employees of the library will be permitted to visit with employees of the library during working hours for the purpose of discussing the Association grievance matters so long as the library work does not suffer. Such visit time will be considered flex-time and must be made up.

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 employees by the Board.

SECTION 2

Association Responsibility

In the event that any of the employees 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 employees to return to work. Any employee 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 employee's total length of service with the library commencing with the employee's most recent date of hire. Seniority for part-time salaried employees hired before January 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 employee shall lose his seniority for the following reasons:

1. He quits
2. He is discharged and the discharge is not reversed
3. If he does not return to work when recalled from suspension as set forth in the recall procedure
4. If he does not return from sick leave or leave of absence
5. he retires
6. he strikes
7. he breaks service with the library (as distinguished from a leave of absence.)

C. Preferences

In the case of demotions, layoff, recall, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees 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 new employees and demotion to previous position during the probationary period is not subject to the grievance procedure. If the employee 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 work days.
- B If no employee of the library applies for the position within five work days, it shall be assumed that no staff 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 the employees, then such position shall be filled on the basis of

qualifications with job specifications. Where no employee 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 The right, if any, to promotion shall be subject to the grievance procedure but no back pay awards will be issued as a result of processing such a dispute.

F When an employee is required to work temporarily in a lower classification, he shall continue to earn his regular rate of pay of his regular classification.

G 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:

Probationary employees will be laid off first; regular employees in a given job title will be laid off in inverse order of seniority.

C Employees 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 employer of the employees being laid off the same date such notices are issued to the employees.

SECTION 4 Recall Procedure

A When the working force is increased after a layoff employees will be recalled according to seniority provided they meet the requirements of the job. Such notice of recall shall be in the first instance by telephone except that should no personal contract be made with such employee by telephone for whatever reason, then the employee shall be sent notice of such recall by certified mail at his last known address.

B When an employee is recalled after layoff, he shall receive all previous benefits, including longevity.

C If an employee 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 a quit. If contact has been made, an additional fifteen (15) working days are permitted for the employee to report for work.

- D If an employee fails to report as ordered on completion of a telephone notification, then he shall be considered a quit. the telephone order will be confirmed by certified mail.
- E Recall rights for an employee 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 employee shall then notify the Board within 10 working days of his acceptance or rejection of recall.

ARTICLE XXII

LIBRARY STAFF PRIVILEGES AND BENEFITS

A

Library Associations

It is the policy of the library to encourage its staff members to join and participate in organizations whose general requirement is an interest in libraries and librarianship. Such associations include the American Library Association, the New Jersey Library Association, and the Passaic Library Association.

B

Attendance at Conferences and Professional Meetings

Staff members will be permitted to attend the professional library association 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) staff position -- professional, non-professional; (4) potential benefit that the employee may get from such attendance that may have bearing upon his particular area of service in the library; (5) 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

Service on Boards and Committees

Staff members are encouraged to accept assignments on boards and committees of professional organizations that will benefit both the profession and the library. Such meetings may be attended on library time and at library expense when the travel budget and library workload permit and the trip has been approved by the Director.

D

Overdue Book Charges

Staff 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 staff have the privilege of reserving books for personal reading under the same rules as the public. Staff 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. Staff members are requested not to borrow more than two such books at a time.

E Discounts

Staff members will be granted the privilege of purchasing books and library materials at the regular library discount. The materials must be received by the Library and paid for by the individual before being taken by the staff member. This is a personal service to the staff and must not be extended to others.

F Check Cashing

Personal checks may not be cashed at the library.

G Use of Car for Library Purposes

When an employee uses his/her car for authorized library purposes, he will be paid at the rate of twenty two and a half (22 1/2) cents per mile.

H Staff Participation in Management

Suggestions from individual staff 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 employee'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, 1989, and shall remain in full force and effect until the 31st day of December, 1991, with the exception of a wage re-opener prior to January 1 of each year. 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.

Rosemary C. Wood
Director

by: Lois M. Williams
President, Employees Assoc.

ATTEST:

WAYNE PUBLIC LIBRARY IN THE COUNTY OF
PASSAIC

John Pashan
Assistant Director

by: Arlene F. J.
President, Board of Trustees