

Contract # 761

T

A G R E E M E N T

BETWEEN

BOARD OF FREE PUBLIC TRUSTEES
OF THE LIBRARY OF VERONA

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 153, AFL-CIO

January 1, 1992 through December 31, 1995

Essex

PREAMBLE

A. This Agreement entered into this 1st day of January 1993, by and between the Board of Free Public Trustees of the Library of Verona in the County of Essex of the State of New Jersey, hereinafter called the "LIBRARY", and Office and Professional Employees International Union (OPEIU) duly appointed representative hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the Library and the Union.

B. The Employer recognizes the Union as the sole and exclusive bargaining representative of all permanent full-time and permanent part-time employees working at least twenty hours per week excluding confidential Secretary to Director and all other Library employees.

C. Permanent part-time employees are entitled to pro-rata benefits except medical insurance which shall be full coverage for individual and none for dependents.

ARTICLE II - MANAGEMENT RIGHTS

A. The Board of Free Public Trustees of the Library of Verona hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Library and its properties and facilities and activities

of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Library.

2. To make rules of procedure and conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

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

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Library.

5. To set rates of pay for temporary or seasonal employees.

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

7. Nothing contained herein shall prohibit the Library from contracting out any work.

8. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. The Library reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the various Libraries.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the

adoption of policies, rules, regulations, code of Conduct and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibilities and authority under R.S. 40A; 1-1, et. seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Library on behalf of the taxpayers and that the Library cannot bargain away or eliminate any of its managerial rights.

ARTICLE III - MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Library.

B. The Union agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or to otherwise discipline employees taking part in that breach of contract.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike,

work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Library and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Union order.

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

ARTICLE IV - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the term and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Library.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement only. With regard to the Library, the term "grievance" as used herein means a complaint or controversy of the terms and conditions of this Agreement only.

D. The following constitutes the sole and exclusive method

for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Library Director for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Library Director, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the Library Director or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Library Director or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Library Director, such appeal shall be presented

in writing to the Library Board within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Library Board shall respond in writing to the grievance within fifteen (15) calendar days of the submission.

Step Four: Within five (5) days exclusive of designated holidays and Saturdays and Sundays of the Library Board's decision, the Union may apply to the Public Employment Relations Commission (PERC) for binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Union will send notice to the Employer of its arbitration petition.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the Employer and the Union and the employee.
- c. The parties may direct the Arbitrator to decide, as to a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- d. The costs for the services of the arbitrator shall be borne equally by the Union and the Library. Any other expenses, including, but not limited to the presentation of witnesses, shall

be paid by the parties incurring same.

e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from any way the provisions of this Agreement or any amendment or supplement thereof.

f. Only one (1) grievance at a time may be submitted to arbitration.

E. Upon prior notice and authorization of the Library Director, the designated Union representative shall be permitted as a member of the Grievance Committee to confer with employees and the Library on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Board of Free Public Trustees of the Library of Verona or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein

shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

ARTICLE V - SALARIES & LONGEVITY

A. Effective January 1, 1993 all employees shall receive an increase of 2.5% above their December 1, 1992 base rate.

B. Effective July 1, 1993 all employees shall receive an increase of 2.5% above their June 30, 1993 base rate.

C. It is agreed that the parties shall meet not less than sixty days prior to December 31, 1994 and December 1, 1995 to negotiate general wage increases for the second and third years of this agreement, such increases will be effective January 1st of each year.

D. The 1992 minimum and maximum salary ranges shall be increased by 2 1/2% effective January 1, 1993 and 2 1/2% effective July 1, 1993.

E. Effective January 1 all permanent employees who have not reached the maximum level will be considered for merit increases based on their evaluations.

1. Employees who have unsatisfactory evaluations during the preceding twelve months - no increment/step.

2. Employees who have satisfactory evaluations during the preceding twelve months - full increment/step.

3. Employees who have outstanding evaluations during the preceding twelve months - full increment/step.

F. Effective January 1 permanent employees who are at maximum level will be eligible for up to 2% merit increases for outstanding performance.

G. In addition to annual salaries, employee shall be entitled to receive longevity compensation according to the following schedule:

5 thru 10 years.....	2%
11 thru 15 years.....	4%
16 thru 20 years.....	6%
21 thru 25 years.....	8%
25 years plus.....	10%

ARTICLE VI - HOURS OF WORK AND PAY

A. Thirty-five (35) hours, excluding meal hours, shall constitute a work week for all permanent full time staff members. The thirty-five (35) hours shall be distributed over five (5) days in a week, and may include nights and Saturdays as required to fulfill scheduling demands prescribed by the Director.

B. For each three (3) consecutive hours worked, each employee shall be entitled to a fifteen (15) minute relief period at a time specified, designated and approved by the Director. The relief periods may not be tacked on to a meal hour and are not to be spent outside the library building confines without the knowledge and consent of the Director. Unused relief/break time cannot be credited or accumulated.

C. The hours of permanent part-time staff members and the days of their work may include nights and Saturdays as required to fulfill scheduling demands. The Director may modify or change the schedule to meet staffing needs of the library, upon consultation with the affected employee.

D. In the event of inclement weather or emergency, the library shall be closed at the discretion of the Director. The employees shall be paid for their full day if the library is

closed due to weather conditions

E. Should the library be open for Sunday hours, the staff shall not be required to work on Sunday, but shall be given preference in working said hours at a pay rate of time and one-half.

ARTICLE VII - VACATIONS

A. All full-time library employees who have been employed prior to January 1, 1979, shall receive twenty-two (22) working days vacation with pay.

B. All part-time library employees who were hired prior to January 1, 1979, shall receive paid vacation days pro-rated from twenty-two (22) days

C. Full-time professional employees hired after January 1, 1979, shall receive vacation days in the same manner as set forth in paragraph 1 above.

D. Part-time professional employees hired after January 1, 1979, shall receive vacation days in the same manner as set forth in paragraph 2 above.

E. Full-time non-professional employees hired after January 1, 1979, shall receive vacation days as follows:

1. Up to one year of service, one (1) working day's vacation for each month of service.
2. After one year and up to five years of service, twelve (12) working days' vacation.
3. After five years and up to twelve years of service, fifteen (15) working days' vacation.
4. After twelve years and up to twenty years of service, twenty (20) working days' vacation.
5. Over twenty years, twenty-five (25) working

days' vacation.

F. Part-time non-professional employees hired after January 1, 1979, shall receive paid vacation days pro-rated for the number of years employed as set forth in Paragraph E above.

G. For the purposes of this Article, a professional is defined as any person who has received a Master's Degree in Library Science from an accredited school and is employed in a professional position.

H. Effective as of January 1, 1980, vacation time not used by an employee in any calendar year may be cumulated up to one-half and used during the next year only.

I. Vacation shall be given at the convenience of the employee, insofar as is possible. Seniority of appointment and position shall be taken into consideration, but the final decision for vacation time shall be made by the Director.

J. Employees hired after October 16, 1987, shall enjoy the following vacation schedule:

1. 0 - 1 year 1 day per month
2. completion of 1 year through completion
of 2nd year 10 days
3. completion of 2nd year through completion
of 3rd year 11 days
4. completion of 3rd year through completion
of 4th year 12 days
5. completion of 5th year through completion
of 12th year 15 days
6. completion of 12th year through completion
of 20th year 20 days
7. completion of 20th year on 25 days

K. Any employee who is laid off, retired or separated from the service of the Employer for any reason, prior to taking his

vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation. Sick leave may not be used for personal business.

B. All employees with more than one (1) year of service shall be eligible for fifteen (15) sick days per year. Employees hired after October 16, 1987 shall receive sick leave benefits under the following schedule:

1. First year of employment 9 days
2. Second year of employment 12 days
3. Third year of employment
 and thereafter 15 days

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.

1. In all cases of reported illness or disability suffered by an employee, the Library reserves the right to send for a Medical Physician to examine the reports on the condition of the patient to the Library Director.

D. During protracted periods of illness or disability of an employee, the Library Director may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Library medical physician.

E. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

F. No employee shall be allowed to work and endanger the

health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Library Director may direct the employee to the Library physician for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee does not report to the Library physician.

2. When the Supervisor is unable to contact the employee within twenty-four (24) hours.

H. The recommendation of the Library medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Library Director. The Library Director reserves the right in such cases where there is a difference of professional opinion between the Library physician and the personal physician, to require the employee to submit to an examination by a third doctor. If the Library selects the third doctor (family service), the Library shall pay for such visit. The employee agrees to submit the doctor visit to his insurance company for reimbursement payable to the Library.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical

or dental services during the work day.

K. If an employee is absent from work for reasons that entitle him to sick leave, the Library Director or his designated representative shall be notified as early as possible, but no later than fifteen minutes after the start of the scheduled work shift from which he is absent. Failure to notify the Library Director or some other responsible representative of the Library any of the first two (2) days may be subject to dismissal. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

M. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to immediate discharge.

N. Any employee who engages in outside employment while on sick leave without permission of the Library Director shall be subject to disciplinary action up to and including discharge.

O. Employees shall receive sick pay accumulated at retirement pursuant to the existing personnel policies.

ARTICLE IX - FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the date of the funeral, but in no event shall said leave exceed four (4) calendar days.

B. The "immediate family" shall include only husband, wife, child, foster child, parents, grandparents, sister, brother, brother-in-law, father-in-law, mother-in-law, grandchild, or relative residing in the employee's home for at least one (1) year.

C. Reasonable verification of the event may be required by the Library.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Library Director or his designated representative for time off to attend a funeral separate and distinct from bereavement leave.

ARTICLE X - INSURANCE

A. The Library shall provide hospitalization insurance, dental coverage and major medical insurance in effect at the end of 1986. Any difference in cost between an HMO and the Township insurance coverage shall be borne by the individual employee.

B. The Library has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

C. Each employee shall receive \$150 per year as per past practice payable by November 1st.

D. Employees shall have the option of declining medical coverage authorized and provided for in paragraph A of this Article, and in return shall receive 40% of the annual premium in cash of the benefits they were previously receiving. Payment of this money shall occur on December 1 of each year during such exercise of this option.

In the event the employee re-enrolls for medical coverage, such re-enrollment may be done on the first of any month. Payment of the aforementioned 40% shall be prorated for the months that no medical coverage is provided.

E. Retirees Medical Coverage - Effective January 1, 1993, Employees shall be eligible to receive health coverage upon retirement for the employee and spouse on a pre-retirement "buy in" basis.

The Employer shall offer three options, and the employee may select one.

OPTION;

1. 25 years of service, 100% premium paid by the Employer at the time of retirement.
2. 20 years of service, 75% premium paid by the Employer and 25% paid by the Employee.
3. 15 years of service, premium shared 50/50 between the Employee and Employer.

See Appendix B for formula and details of this Benefit.

ARTICLE XI - HOLIDAYS

A. 1. The following shall be considered paid holidays:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day Before Christmas Day
Christmas Day

2. The library shall be closed on these days and in the event that a holiday shall fall on a Sunday, the library shall be closed the following day.

B. 1. The library shall be open for normal hours during the following days, traditionally considered holidays:

Martin Luther King Day
Lincoln's Birthday
Columbus Day
General Election Day
Veterans' Day

2. In the event that any full-time or part-time employee shall work on any of the foregoing days, he or she shall receive regular pay for all time worked and shall also be granted compensatory time off, at a time to be arranged by the director. A full-time staff member whose regular day off falls on a holiday in either category (library closed or open) shall be granted a compensatory day off at a time to be arranged with the Director.

ARTICLE XII - WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Library Director.

B. Employees may not return to work without a certification from his/her physician that he/she is capable of returning to work.

ARTICLE XIII - MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. If the amount of pay the employee receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the differences by the Library. All eligible employees are required to submit a copy of their military pay voucher before the Library is required to comply with this provision.

C. When an employee not on probation 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 and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Library within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

E. "Active Duty" shall mean more than fifteen (15) days service.

ARTICLE XIV - LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward request to Library Director. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision is non-grievable.

ARTICLE XV - DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVI - PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of three (3) months from the date of hire. During this probationary period, the Library reserves the right to terminate a probationary employee for any reason. An employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Library Director.

ARTICLE XVII - SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII - JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Library his normal pay, subject to the following conditions:

1. The employee must notify the Library Director immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. The employee submits adequate proof of the time served on the duty and the amount received for such service

B. If, on any given day an employee is attending jury duty he or she is released by the Court prior to two o'clock P.M., that employee shall be required to return to work by three o'clock that day in order to receive pay for that day.

ARTICLE XIX - PERSONAL DAYS

A. Employees covered under this Agreement shall be allowed three (3) personal business leave annually with the approval of the Library Director. Such leave shall be non-cumulative.

B. Each employee hired after October 16, 1987 shall be entitled to the following personal day schedule.

- | | |
|-----------------|--------|
| 1. 0 to 1 year | 1 day |
| 2. 1 to 2 years | 2 days |
| 3. 3 years on | 3 days |

ARTICLE XX - MISCELLANEOUS

A. Bulletin Boards

Bulletin boards on the Library's premises will be for the posting of notices relating to the Union meetings and official business only. Posted notices shall be signed by an elected or appointed official of the Union. Shop Stewards shall be responsible for all correspondence posted on the Union Buellin Board.

B. Job Posting

When a permanent vacancy in a bargaining unit position is to be filled or a new position is created, the Employer shall post a notice of such vacancy or new position on the bulletin board for a period of five (5) working days. The posting shall contain the date the position is to be filled, title of the position requirements, rate of pay and space for all interested employees to sign said posting. The Library may select any individual whether in the bargaining unit or not in filling the vacancy.

C. Visitation Rights

A representative or representatives of the Union, shall upon notification, to the Library Director, have access during working hours of all facilities, building, grounds and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, and negotiating the settlement of disputes.

D. Collective Negotiations

The Employer agrees to permit up to two (2) representatives release time with pay to participate in negotiations during working hours. There is no obligation to

pay for negotiations time which does not occur during the employee's work day.

E. Layoff and Recall

The Employer agrees to follow Library of Personnel rules concerning recall and layoff.

F. Labor-Management Committee

The parties agree that during the term of this Agreement the parties will meet periodically to discuss current problems.

G. Breaks

Employees are entitled to two (2) paid fifteen (15) minute breaks each day, one break in the morning and one in the afternoon.

H. All employees covered by this agreement shall be entitled to leave onehour early each week during the months of July and August. The schedule of early quits under this program will be done on a rotating basis. The number of employees which may be released on these days is a management decision and recognizes the need for staffing operations.

I. 1993 Christmas Eve Day shall be observed on Friday - Christmas Day which falls on a Saturday, employees will receive an additional compensatory day for this holiday.

ARTICLE XXI - CHECKOFF

A. The Library agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Library Clerk, or his designess during the month following the filing of such card with the Library.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Library written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Library Clerk or his designee.

E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the borough clerk or his designee. The filing of notice of withdrawal shall be effective to hold deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. Indemnification: With respect to dues deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Library harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Library pursuant to the above provisions concerning dues deductions.

ARTICLE XXII - AGENCY SHOP

A. Representation Fee

If a permanent employee does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rated for members of the Union. The representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Library by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification: Prior to March 1 of each year, the Union will submit to the Library a list of those employees who have not become memnbers of the Union for the then current membership year. The Library will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The Library will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Library; or (b) thirty days after the employee begins his or her permanent employment in the bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the Library in writing of any changes in the list provided for in Section 1 above and/or amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Library receives said notice.

C. Indemnification: With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Library pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be

effective unless and until the Union shall have notified the Library in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE XXIII - FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

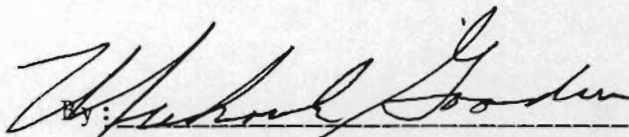
ARTICLE XXIV - DURATION

A. This Agreement shall be in full force and effect as of the January 1, 1993 and remain in effect to and including December 31, 1995 with the reopening date(s) referred in Article 5. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

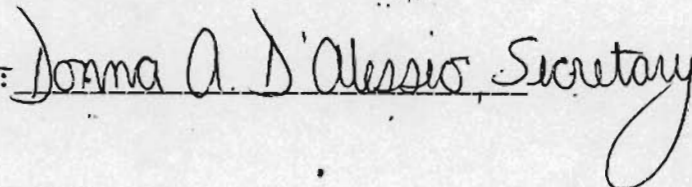
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Board of Free Public Trustees of the Library of Verona, New Jersey, on this ¹⁷~~20~~th day of ^{June}~~August~~ 1993.

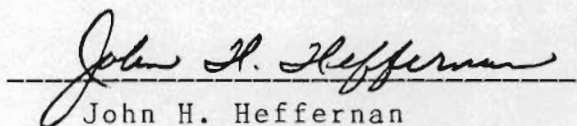
OPEIU LOCAL 153

BOARD OF FREE PUBLIC TRUSTEES
OF THE LIBRARY OF VERONA.

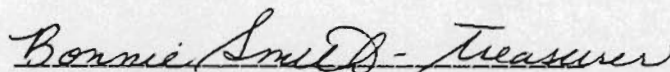


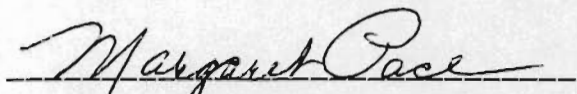
Michael Goodwin
Secretary-Treasurer

By:  Secretary



John H. Heffernan
Business Representative

 - Treasurer



Margaret Pace
Chief Steward

1993 SALARY & WAGE GUIDE - EFFECTIVE JULY 1, 1993

PROFESSIONAL

Full Time:

Prin. Librarian	34993	36284	37629	39022	40467	41964
Sr. Librarian	32814	34078	35339	36645	38000	39410
Jr. Librarian	27125	28125	29167	30245	31365	32525

Part Time:

Sr. Librarian	17.78	18.48	19.18	19.89	20.61	21.39
Jr. Librarian	14.81	15.32	15.90	16.48	17.09	17.72

Full Time:

Adm. Clerk	25727	26484	27462	28483	29534	30628
Prin. Lib. Asst.	20549	21337	22161	23010	23895	24812
Sr. Lib. Asst.	18802	19496	20218	20964	21741	22637
Jr. Lib. Asst.	16710	17327	17967	18633	19320	20034

Part Time:

Sr. Lib. Asst. (21 hrs.)	11075	11471	11906	12343	12797	13270
Jr. Lib. Asst.	8.14	8.46	8.77	9.10	9.41	9.77
Pages	5.37	5.79	6.19	6.68	7.17	7.68
Rec. Sec.	12.64/hr.					

1993 SALARY & WAGE GUIDE - EFFECTIVE JANUARY 1, 1993

PROFESSIONAL

Full Time:

Prin. Librarian	34140	35399	36711	38071	39480	40941
Sr. Librarian	32014	33247	34477	35751	37073	38449
Jr. Librarian	26463	27439	28456	29508	30600	31732

Part Time:

Sr. Librarian	17.34	18.03	18.72	19.40	20.11	20.87
Jr. Librarian	14.45	14.94	15.51	16.08	16.68	17.29

Full Time:

Adm. Clerk	25099	25838	26792	27789	28814	29881
Prin. Lib. Asst.	20048	20817	21620	22449	23313	24206
Sr. Lib. Asst.	18343	19021	19725	20453	21210	22085
Jr. Lib. Asst.	16303	16904	17529	18178	18849	19546

Part Time:

Sr. Lib. Asst. (21 hrs)	10805	11191	11615	12042	12485	12947
Jr. Lib. Asst.	7.94	8.25	8.56	8.88	9.18	9.53
Pages	5.24	5.65	6.04	6.52	6.99	7.49
Rec. Sec.	12.33/hr.					

APPENDIX B

RETIREEES HEALTH COVERAGE

Employees shall have the option of "buying in" while actively employed, to provide medical benefits coverage for the employee and spouse at the time of retirement.

Retirement requirement of 25 years plus age 55 or any years of service at age 60.

25 years of service, 100% premium paid by Township.

20 years of service, 75% premium paid by Township, 25% Employee.

15 years of service, 50% premium paid by Township, 50% Employee.

Formula for buying in is:

Employee shall pay 1% of 1992 base salary x number of years option divided by number of years to go to retire divided by 26 pay periods, equals amount of deduction per pay period for number of years to retire.

Example: Employee has 15 years of service and is age 45 and desires fully paid coverage, annual salary is \$27,600.

$27,600 \times 1\% \times 25 \text{ year (option) divided by 10 years (to retire) divided by 26}$ ($\$6900 \text{ divided by } 10 = 690 \text{ divided by } 26 = \$26.54 \text{ per pay period}$).

1. Employees must sign up for their option within 60 days of ratified 1993 agreement.
2. Employees who elect to wait longer than the 60 days in #1 (above) will be required to contribute 1 1/2% of base salary.
3. Employees hired after the 1993 agreement is ratified will be required to contribute 2% of base salary at the time of electing this coverage.
4. All options are years of service and retiring directly from the Township.
5. If employment is severed for any reason, all monies will be reimbursed to the employee.