

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF THE BOROUGH OF RAMSEY  
FREE PUBLIC LIBRARY  
BERGEN COUNTY, NEW JERSEY

AND

NEW JERSEY EMPLOYEES LABOR UNION LOCAL #1  
RAMSEY LIBRARY UNIT

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JANUARY 1, 1999 THROUGH DECEMBER 31, 2002

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PREAMBLE

THIS AGREEMENT MADE AND ENTERED INTO THIS 4TH DAY OF DECEMBER, 2000,  
BY AND BETWEEN:

THE BOARD OF TRUSTEES OF THE BOROUGH OF RAMSEY FREE PUBLIC LIBRARY,  
A MUNICIPAL CORPORATION, HAVING AN OFFICE AT 30 WYCKOFF AVENUE, IN  
THE BOROUGH OF RAMSEY, COUNTY OF BERGEN AND STATE OF NEW JERSEY.  
(HEREINAFTER CALLED THE "BOARD"), AND  
NEW JERSEY EMPLOYEES LABOR UNION LOCAL NO. 1, (RAMSEY LIBRARY UNIT)  
(HEREINAFTER CALLED "UNION").

WHEREAS, THE UNION IS A RECOGNIZED EMPLOYEE ORGANIZATION COMPOSED  
OF CERTAIN EMPLOYEES WORKING IN THE BOROUGH OF RAMSEY FREE PUBLIC  
LIBRARY, AND

WHEREAS, THE BOARD HAS RECOGNIZED THE UNION AS THE OFFICIAL  
BARGAINING AGENT FOR CERTAIN FULL-TIME AND PART-TIME EMPLOYEES  
WORKING IN THE BOROUGH OF RAMSEY FREE PUBLIC LIBRARY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS  
AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HERETO DO HEREBY  
AGREE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND FINAL  
UNDERSTANDING ON ALL BARGAINABLE ISSUES.

ARTICLE I

DURATION

THIS SHALL BE A FOUR (4) YEAR LABOR AGREEMENT, EFFECTIVE FROM  
JANUARY 1, 1999 THROUGH DECEMBER 31, 2002.

ARTICLE II

THIS AGREEMENT SHALL APPLY TO ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE BOROUGH OF RAMSEY FREE PUBLIC LIBRARY EXCLUDING TH DIRECTOR AND ASSISTANT DIRECTOR OF THE LIBRARY.

ARTICLE III  
COMPENSATION

EFFECTIVE ON AND RETROACTIVE TO JANUARY 1, 1999 FOR THE CHILDREN'S AND REFERENCE LIBRARIAN THERE SHALL FIRST BE A \$2,000.00 WAGE INCREASE APPLIED TO THE BASE SALARY, AND THEN AN ADDITIONAL 3% WAGE INCREASE APPLIED TO THE BASE SALARY.

EFFECTIVE ON JANUARY 1, 2000 FOR THE CHILDREN'S AND REFERENCE LIBRARIAN THERE SHALL FIRST BE A \$1,500.00 WAGE INCREASE APPLIED TO THE BASE SALARY AND THEN AN ADDITIONAL 3% WAGE INCREASE APPLIED TO THE BASE SALARY.

EFFECTIVE ON JANUARY 1, 2001 FOR THE CHILDREN'S AND REFERENCE LIBRARIAN THERE SHALL FIRST BE A \$1,500.00 WAGE INCREASE APPLIED TO THE BASE SALARY AND THEN AN ADDITIONAL 3% WAGE INCREASE APPLIED TO THE BASE SALARY.

EFFECTIVE ON JANUARY 1, 2002 FOR THE CHILDREN'S AND REFERENCE LIBRARIAN THERE SHALL FIRST BE A \$1,000.00 WAGE INCREASE APPLIED TO THE BASE SALARY AND THEN AN ADDITIONAL 3% WAGE INCREASE APPLIED TO THE BASE SALARY.

EFFECTIVE ON AND RETROACTIVE TO JANUARY 1, 1999 THE FOLLOWING EMPLOYEES SHALL RECEIVE WAGE INCREASE ADJUSTMENTS AS FOLLOW:

HARRIET VAN DE WATER - FIRST A \$.70 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

DENYSE SMITH - FIRST A \$.70 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

DIANA NIZAMOFF - FIRST A \$.75 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

JOAN HARNETT - FIRST A \$.87 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

RAJESHWARI NARAYAN - FIRST A \$.67 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

EILEEN SALIERNO - FIRST A \$.63 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

NANCY CHRISTIANSEN – FIRST A \$.73 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

GERALDINE CASSELLA – FIRST A \$1.18 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

EFFECTIVE ON JANUARY 1, 1999, THE MINIMUM HIRE-IN RATE FOR LIBRARY ASSISTANTS SHALL BE \$10.00 PER HOUR, PLUS THE ANNUAL NEGOTIATED WAGE INCREASES OVER THE LIFE OF THE AGREEMENT.

EFFECTIVE ON AND RETROACTIVE TO JANUARY 1, 1999, ALL EMPLOYEES SHALL RECEIVE AN ANNUAL GENERAL WAGE INCREASE OF 3%.

EFFECTIVE ON JANUARY 1, 2000, THE FOLLOWING EMPLOYEES SHALL RECEIVE WAGE ADJUSTMENTS AS FOLLOWS:

HARRIET VAN DE WATER – FIRST A \$.70 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

DENYSE SMITH – FIRST A \$.70 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

DIANA NIZAMOFF – FIRST A \$.75 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

JOAN HARNETT – FIRST A \$.87 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

RAJESHWARI NARAYAN – FIRST A \$.67 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

EILEEN SALIERNO – FIRST A \$.63 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

NANCY CHRISTIANSEN – FIRST A \$.73 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

GERALDINE CASSELLA – FIRST A \$1.18 PER HOUR INCREASE AND THEN A GENERAL WAGE INCREASE OF 3% ADDED.

EFFECTIVE ON JANUARY 1, 2000, ALL EMPLOYEES SHALL RECEIVE AN ANNUAL GENERAL WAGE INCREASE OF 3% ADDED TO THEIR BASE PAY.

EFFECTIVE JANUARY 1, 2001, ALL EMPLOYEES SHALL RECEIVE AN ANNUAL GENERAL WAGE INCREASE OF 3% ADDED TO THEIR BASE PAY.

EFFECTIVE ON JANUARY 1, 2002, ALL EMPLOYEES SHALL RECEIVE ANNUAL GENERAL WAGE INCREASE OF 3% ADDED TO THEIR BASE PAY.

ARTICLE IV

SICK LEAVE

- A. SICK LEAVE IS HEREBY DEFINED TO MEAN PAID LEAVE THAT MAY BE GRANTED TO A FULL-TIME EMPLOYEE WHO THROUGH SICKNESS OR INJURY IS MENTALLY OR PHYSICALLY INCAPACITATED TO A DEGREE THAT MAKES IT IMPOSSIBLE FOR SUCH EMPLOYEE TO PERFORM THE DUTIES OF HIS POSITION, OR WHO IS QUARANTINED BY A PHYSICIAN BECAUSE OF EXPOSURE TO A CONTAGIOUS DISEASE.
- B. ALL FULL-TIME EMPLOYEES HIRED BEFORE JULY 1, 1989 SHALL BE GRANTED SICK LEAVE AS FOLLOWS:
1. A TOTAL OF FIFTEEN (15) WORKING DAYS FOR EACH YEAR OF SERVICE.
  2. THOSE FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1993 CAN ACCUMULATE UP TO A MAXIMUM OF ONE HUNDRED (100) SICK DAYS. (THOSE EMPLOYEES WITH MORE THAN ONE HUNDRED (100) DAYS IN THE "BANK" AS OF JANUARY 1, 1993 WILL BE ALLOWED TO RETAIN THOSE ADDITIONAL DAYS.
  3. ALL SICK DAYS IN THE "BANK" PRIOR TO JANUARY 1, 1993 WILL, WHEN PAID OUT AS SICK DAYS OR UNDER THE PAY OUT AT TIME OF RETIREMENT FORMULA, WILL BE VALUED AT THE HOURLY RATE IN EFFECT AS OF JANUARY 1, 1993. ALL SICK DAYS EARNED AND PAID OUT AFTER JANUARY 1, 1993 WILL BE VALUED AT THE DAILY RATE IN EFFECT AT THE TIME WERE EARNED. (FIRST IN-FIRST OUT ACCOUNTING PROCEDURE.)
- C. ALL FULL-TIME EMPLOYEES HIRED AFTER JULY 1, 1989 UP TO JANUARY 1, 1993 SHALL BE GRANTED SICK LEAVE AS FOLLOWS:
1. A TOTAL OF TEN (10) DAYS FOR EACH YEAR OF SERVICE.
  2. THOSE FULL-TIME EMPLOYEES HIRED AFTER JULY 1, 1989 UP TO JANUARY 1, 1993 CAN ACCUMULATE UP TO A MAXIMUM OF ONE HUNDRED (100) SICK DAYS.
  3. ALL SICK DAYS IN THE "BANK" PRIOR TO JANUARY 1, 1993 WILL, WHEN PAID OUT AS SICK DAYS OR UNDER THE PAY OUT AT TIME OF RETIREMENT FORMULA WILL BE VALUED AT THE HOURLY RATE IN EFFECT AS OF JANUARY 1, 1993. ALL SICK DAYS EARNED AND PAID OUT AFTER JANUARY 1, 1993 WILL BE VALUED AT THE DAILY RATE IN EFFECT - AT THE TIME THEY ARE EARNED. (FIRST-IN - FIRST OUT ACCOUNTING PROCEDURE).

- D. 1. THOSE FULL-TIME EMPLOYEES HIRED AFTER JANUARY 1, 1993 WILL BE ELIGIBLE TO EARN SICK DAYS AT THE RATE OF ONE (1) DAY FOR EACH TWO (2) COMPLETE CALENDAR MONTHS WORKED TO A MAXIMUM OF FIVE (5) SICK DAYS FOR EACH CALENDAR YEAR.
2. THESE EMPLOYEES WILL BE ELIGIBLE TO ACCUMULATE A MAXIMUM TOTAL OF FIFTY (50) SICK DAYS IN THE "BANK" WITH ALL SUCH DAYS PAID OUT ON THE BASIS OF THE RATE IN EFFECT AT THE TIME THEY WERE ACCUMULATED (FIRST IN-FIRST OUT ACCOUNTING PROCEDURE). THOSE SICK DAYS UNUSED AT THE TIME OF RETIREMENT WILL BE SUBJECT TO THE FIFTY PERCENT (50%) RETIREMENT FORMULA CURRENTLY IN EFFECT.
- E. WHEN AN EMPLOYEE DOES NOT REORT FOR WORK FOR A PERIOD OF THREE (3) CONSECUTIVE DAYS OR MORE DURING A CALENDAR YEAR BECAUSE OF SICK LEAVE, THE EMPLOYEE MAY BE REQUIRED TO FURNISH PROOF OF INABILITY TO WORK ON THE DAYS ABSENT. SUCH PROOF SHALL BE FURNISHED BY SUBMITTING TO THE LIBRARY DIRECTOR UPON RESUMPTION OF WORK BY THE EMPLOYEE A CERTIFICATE SIGNED BY A LICENSED PHYSICIAN IN ATTENDANCE STATING THAT THE EMPLOYEE ON THE DATE OR DATES OF ABSENCE WAS MENTALLY OR PHYSICALLY INCAPACITATED TO A DEGREE THAT MADE IT IMOSSIBLE FOR SUCH EMPLOYEE TO PERFORM THE DUTIES OF HIS POSITION OR WAS QUARANTINED BECAUSE OF EXPOSURE TO A CONTAGIOUS DISEASE. THE BOARD MAY REQUIRE THE EMPLOYEE TO SUBMIT TO AN EXAMINATION BY A PHYSICIAN CHOSEN BY THE BOARD IN ORDER TO SUBSTANTIATE SUCH MENTAL OR PHYSICAL INCAPACITATION.
- F. A SICK LEAVE DAY SHALL BE CHARGED FOR AN ABSENCE OR MORE THAN FOUR (4) HOURS. SICKNESS INCURRED WHILE ON VACATION TIME CANNOT BE CHARGED AGAINST SICK LEAVE ALLOWANCE.
- G. IN ORDER TO RECEIVE COMPENSATION WHILE ABSENT ON SICK LEAVE, THE EMPLOYEE SHALL NOTIFY HIS/HER SUPERVISOR OF THE INTENDED ABSENCE AT LEAST SIXTY (60) MINUTES BEFORE THE TIME SET FOR THE EMPLOYEE TO BEGIN WORK EXCEPT IN AN EMERGENCY. AN EMPLOYEE WHO IS ABSENT FROM WORK FOR THREE (3) OR MORE CONSECUTIVE DAYS AND WHO DOES NOT NOTIFY HIS/HER SUPERVISOR OR THE LIBRARY DIRECTOR DURING THE FIRST THREE (3) DAYS OF ABSENCE SHALL BE SUBJECT TO DISMISSAL FROM EMPLOYMENT.

- H. PERMANENT PART-TIME EMPLOYEES (WHO SHALL BE DEEMED TO BE THOSE EMPLOYEES WHO PERFORM DUTIES ON A REGULAR RECURRING BASIS) WHO ARE PAID AT AN HOURLY RATE SHALL RECEIVE SICK LEAVE ON A PRO-RATA BASIS IN ACCORDANCE WITH THE AFOREMENTIONED PROVISIONS.
- I. UPON TERMINATION OF EMPLOYMENT BY REGULAR RETIREMENT, AN EMPLOYEE SHALL BE ENTITLED TO RECEIVE SEVERANCE PAY IN AN AMOUNT EQUAL TO FIFTY (50%) PERCENT OF HIS/HER ACCUMULATED SICK LEAVE DAYS OR TO FIFTY PERCENT (50%) OF HIS/HER ACCUMULATED SICK LEAVE DAYS OFF.
- J. AN EMPLOYEE WHOSE EMPLOYMENT IS TERMINATED PRIOR TO REGULAR RETIREMENT AND WHO HAS BEEN EMPLOYED FOR MORE THAN FIVE (5) YEARS SHALL BE ENTITLED TO RECEIVE SEVERANCE PAY IN AN AMOUNT EQUAL TO TWENTY-FIVE (25%) PERCENT OF HIS/HER ACCUMULATED SICK LEAVE DAYS OFF. AN EMPLOYEE WHOSE EMPLOYMENT IS TERMINATED PRIOR TO REGULAR RETIREMENT BECAUSE OF JOB RELATED DISABILITY AND WHO HAS BEEN EMPLOYED FOR MORE THAN FIVE (5) YEARS SHALL BE ENTITLED TO RECEIVE SEVERANCE PAY IN AN AMOUNT EQUAL TO FIFTY (50%) PERCENT OF HIS/HER ACCUMULATED SICK LEAVE DAYS OFF. SEVERANCE PAY SHALL BE COMPUTED BASED UPON THE AVERAGE RATE OF PAY DURING EACH YEAR IN WHICH IT WAS ACCUMULATED.
- K. IN THE EVENT OF AN EMPLOYEE'S DEATH, HIS/HER ESTATE SHALL BE ENTITLED TO RECEIVE WHATEVER SICK LEAVE BENEFITS THE EMPLOYEE WAS ENTITLED TO AT THE TIME OF TERMINATION OF EMPLOYMENT.
- L. AN EMPLOYEE WHO MAKES A FALSE CLAIM FOR SICK LEAVE MAY BE SUBJECT TO DISCIPLINE.
- M. THE LIBRARY DIRECTOR SHALL KEEP RECORDS OF SICK, VACATION, MILITARY AND SPECIAL LEAVES WITH OR WITHOUT PAY.
- N. SHOULD ANOTHER BARGAINING UNIT NEGOTIATE ANY IMPROVEMENTS IN THEIR SICK LEAVE BENEFITS, THE PARTIES AGREE TO RE-OPEN THE AGREEMENT WITH A VIEW FOR IMPROVEMENT RELEVANT TO THE CHANGES.

ARTICLE V

JOB RELATED INJURIES

THE EMPLOYER REPRESENTS THAT ALL EMPLOYEES COVERED BY THIS AGREEMENT ARE COVERED BY A WORKMAN'S COMPENSATION INSURANCE POLICY AND THAT THE EMPLOYER WILL CONTINUE TO PROVIDE SUCH COVERAGE AS REQUIRED BY STATUTE.

ARTICLE VI  
CHILDREN'S SCHOLARSHIP

THE UN EMANCIPATED CHILDREN OF A FULL-TIME EMPLOYEE WHO DIES IN THE PERFORMANCE OF HIS/HER DUTIES, OTHER THAN FROM NATURAL CAUSES, SHALL RECEIVE A FOUR YEAR UNDERGRADUATE TUITION SCHOLARSHIP TO ANY PUBLIC COLLEGE OF THE CHILD'S CHOICE LOCATED WITHIN THE UNITED STATES PROVIDED SUCH TUITION SCHOLARSHIP SHALL NOT EXCEED THE COST OF THE TUITION SCHOLARSHIP TO RUTGERS UNIVERSITY. SUCH COLLEGE EDUCATION SHALL BE COMPLETED WITHIN FIVE (5) YEARS FROM THE DATE OF ITS COMMENCEMENT.

ARTICLE VII

DEATH BENEFIT

THE WIDOW/WIDOWER OF A FULL-TIME EMPLOYEE WHO DIES IN THE PERFORMANCE OF HIS/HER DUTIES, OTHER THAN FROM NATURAL CAUSES, SHALL RECEIVE TWENTY-FIVE (25%) PERCENT OF THE DECEASED EMPLOYEE'S YEARLY ANNUAL SALARY AT THE TIME OF HIS/HER DEATH, AND FIVE HUNDRED (\$500.00) DOLLARS FOR EACH UN EMANCIPATED CHILD OF THE DECEASED EMPLOYEE.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

THE FOLLOWING GRIEVANCE PROCEDURE SHALL BE ESTABLISHED:

THE TERM "GRIEVANCE" IS AN ALLEGED VIOLATION OF THIS AGREEMENT. A GRIEVANCE SHALL BE RAISED WITHIN FIVE (5) WORKING DAYS AFTER THE OCCURRENCE OF THE GRIEVANCE OR WITHIN FIVE (5) WORKING DAYS AFTER THE GRIEVANT WOULD REASONABLY BE EXPECTED TO KNOW OF ITS OCCURRENCE. THE GRIEVANCE SHALL BE SUBMITTED EITHER ORALLY OR IN WRITING BY THE GRIEVANT TO THE ASSISTANT DIRECTOR. THE GRIEVANT MAY, AT HIS/HER OPTION, HAVE A REPRESENTATIVE PRESENT AT THE TIME THE GRIEVANCE IS PRESENTED TO THE ASSISTANT DIRECTOR.

IF THE GRIEVANCE IS NOT RESOLVED WITHIN SEVEN (7) WORKING DAYS OF ITS SUBMISSION TO THE ASSISTANT DIRECTOR THE GRIEVANCE SHALL BE SUBMITTED BY THE GRIEVANT IN WRITING TO THE DIRECTOR.

IF THE GRIEVANCE IS NOT RESOLVED WITHIN SEVEN (7) WORKING DAYS OF ITS SUBMISSION TO THE DIRECTOR, THE DIRECTOR SHALL IMMEDIATELY FORWARD THE GRIEVANCE TO THE BOARD FOR CONSIDERATION AT THE NEXT REGULARLY SCHEDULED BOARD MEETING. IF SUCH SUBMISSION IS DURING THE SUMMER MONTHS, A SPECIAL MEETING SHALL BE CALLED WITHIN THIRTY (30) DAYS NOTICE. IF THE GRIEVANCE IS NOT RESOLVED WITHIN 14 DAYS AFTER THE BOARD MEETING, THE GRIEVANCE SHALL BE SUBMITTED TO A BOARD OF ARBITRATION COMPOSED OF THREE (3) MEMBERS, AS FOLLOWS:

- ONE MEMBER FROM THE BOARD
- ONE MEMBER FROM THE UNION
- ONE MEMBER TO BE AGREED UPON BY BOTH THE BOARD AND THE UNION

IF THE PARTIES CANNOT MUTUALLY AGREE UPON THE SELECTION OF A THIRD PARTY, THEY SHALL JOINTLY REQUEST THE NEW JERSEY STATE BOARD OF MEDIATION TO SUBMIT A LIST OF AT LEAST SEVEN (7) POTENTIAL THIRD PARTIES FROM WHICH THE PARTIES CAN MAKE THEIR SELECTION. IF THE PARTIES ARE UNABLE TO AGREE THEN THE DECISION SHALL BE MADE ALTERNATIVELY BY STRIKING NAMES UNTIL ONE NAME REMAINS WHO SHALL SERVE AS THE THIRD PARTY FOR THAT GRIEVANCE.

THE COSTS ASSOCIATED WITH USING THE STATE MEDIATION SERVICE AND THE SELECTED THIRD PARTY SHALL BE BORN BY THE LOSING PARTY TO THE GRIEVANCE.

ARTICLE IX

HOLIDAY

A. ALL FULL TIME EMPLOYEES SHALL BE PROVIDED WITH THE FOLLOWING HOLIDAYS AND PURSUANT TO THE CONDITIONS SET FORTH BELOW: PART TIME EMPLOYEES SHALL BE PROVIDED WITH THE SAME HOLIDAYS AS FULL TIME EMPLOYEES, BUT WILL BE PAID FOR THE NUMBER OF HOURS SCHEDULED TO WORK WHEN THE LIBRARY IS CLOSED FOR A HOLIDAY, ALSO PURSUANT TO THE CONDITIONS SET FORTH BELOW:

NEW YEAR'S DAY	PRESIDENTS DAY
GOOD FRIDAY	MEMORIAL DAY
INDEPENDENCE DAY	LABOR DAY
COLUMBUS DAY	THANKSGIVING DAY
CHRISTMAS EVE	CHRISTMAS DAY

\*THREE (3) FLOATING HOLIDAYS

\*THE EMPLOYEE SHALL HAVE THE RIGHT TO CHOOSE ANY DAYS AS HIS/HER FLOATING HOLIDAYS PROVIDED HE/SHE GIVES THE DIRECTOR TWO (2) WEEKS NOTICE OF SAME AND FURTHER THAT NOT MORE THAN TWO (2) EMPLOYEES CHOOSE THE SAME FLOATING HOLIDAY.

B. HOLIDAYS FALLING ON SUNDAY SHALL BE OBSERVE THE FOLLOWING DAY. HOLIDAYS FALLING ON SATURDAY SHALL BE OBSERVED THE PRECEDING DAY.

C. IF FULL-TIME HOURLY EMPLOYEES ARE REQUIRED TO WORK ON ANY SUCH HOLIDAYS, THEY SHALL BE COMPENSATED AT ONE AND ONE-HALF (1-1/2) TIMES THE REGULAR RATE OF PAY.

D. IF THE HOLIDAY FALLS ON AN EMPLOYEE'S SCHEDULED DAY OFF, OR ON A VACATION DAY, THEN THE SALARIED EMPLOYEE SHALL BE GIVEN ANOTHER DAY OFF OR COMPENSATORY TIME OFF. HOURLY EMPLOYEES SHALL BE GIVEN EQUIVILENT TIME OFF OR PAID FOR THEIR AVERAGE HOURS WORKED PER DAY.

E. THE BOARD RESERVES THE RIGHT NOT TO PAY HOLIDAY PAY TO EMPLOYEES WHO DO NOT REPORT FOR WORK AS SCHEDULED ON THE WORK DAY IMMEDIATELY PRECEDING OR NEXT FOLLOWING A RECOGNIZED HOLIDAY.

F. THE COMPENSATION PROVIDED FOR WORK PERFORMED ON A HOLIDAY SHALL BE IN PLACE OF AND NOT IN ADDITION TO THE COMPENSATION FOR OVERTIME WORKED.

G. PART-TIME EMPLOYEES WILL BE PAID AT A STRAIGHT TIME RATE IN AN AMOUNT EQUAL TO WHAT THEY WOULD HAVE RECEIVED IF THE DAY ON WHICH THE HOLIDAY FELL WOULD HAVE BEEN A REGULAR WORKING DAY.

H. ON THE DAY BEFORE (EVE) THANKSGIVING AND NEW YEARS, THE LIBRARY WILL BE OPEN FROM 9:00 A.M. TO 1:00 P.M. FOR THOSE EMPLOYEES WHO ARE SCHEDULED TO WORK HOURS AFTER 1:00 P.M. ON SUCH DAYS, THOSE EMPLOYEES SHALL BE DEBITED FOR SUCH HOURS NOT WORKED AGAINST THEIR FLOATING HOLIDAYS.

ARTICLE X  
VACATION LEAVE

A. FULL TIME EMPLOYEES SHALL RECEIVE PAID VACATION LEAVE AS PROVIDED IN THIS ARTICLE AT THEIR REGULAR RATE OF PAY.

1. DURING THE FIRST CALENDAR YEAR OF SERVICE, OR PART THEREOF, THE EMPLOYEE SHALL BE ENTITLED TO ONE WEEK (FIVE WORKING DAYS) IF EMPLOYED BEFORE JULY 1ST AND HAS COMPLETED A MINIMUM OF THREE (3) MONTHS OF CONTINUOUS SERVICE BEFORE THAT DATE.

2. DURING THE SECOND CALENDAR YEAR OF SERVICE AND UNTIL THE COMPLETION OF FIVE (5) FULL CALENDAR YEARS OF SERVICE, THE EMPLOYEE WILL BE ENTITLED TO TWO (2) WEEKS (TEN WORKING DAYS) VACATION EACH YEAR.

3. DURING THE CALENDAR YEAR                      WORKING DAYS  
OF SERVICE NOTED BELOW:                      VACATION PER YEAR:

6th	11
7th	12
8th	13
9th	14
10th	15
11th	16
12th	17
13th	18
14th	19
15th	20

B. THE DIRECTOR SHALL FIX A VACATION SCHEDULE AND THE DATE UPON WHICH EACH EMPLOYEE IS TO BE GRANTED VACATION. SUBJECT TO THE NEEDS OF THE LIBRARY, SAID SCHEDULE WILL BE ARRANGED IN ACCORDANCE WITH THE CONVENIENCE OF THE EMPLOYEE. SPLITTING OF VACATION TIME INTO SEPARATE WEEKS WILL BE ALLOWED SUBJECT TO THE NEEDS OF THE LIBRARY. SENIORITY WILL BE RESPECTED IN ARRANGING THE VACATION SCHEDULE.

C. SHOULD A HOLIDAY RECOGNIZED BY ARTICLE IX BE OBSERVED ON A WORKING DAY WITHIN AN EMPLOYEE'S VACATION PERIOD, THEN THE EMPLOYEE SHALL BE ENTITLED TO AN ADDITIONAL DAY'S VACATION.

D. EMPLOYEES LEAVING THE EMPLOY OF THE LIBRARY AFTER GIVING AT LEAST TWO (2) WEEKS NOTICE AND BEFORE THE COMPLETION OF AN ENTIRE YEAR SHALL BE PAID FOR THE VACATION DUE

THEM ON A PRORATED BASIS.

- E. EMPLOYEES WILL BE NOTIFIED OF THE NUMBER OF THEIR VACATION DAYS BY APRIL 15<sup>TH</sup>.
- F. A MAXIMUM OF FIVE (5) WORKING DAYS MAY BE CARRIED OVER FOR ONE (1) YEAR AT THE DISCRETION OF THE DIRECTOR. PAY FOR ANY SUCH DAYS ALLOWED AT THE DISCRETION OF THE DIRECTOR SHALL BE PAID AT THE DAILY RATE IN EFFECT WHEN THE VACATION DAYS WERE EARNED IN THE PREVIOUS YEAR.

ARTICLE XI

PERSONAL LEAVE DAYS

- A. COMMENCING JANUARY 1, 1993, A FULL TIME EMPLOYEE WITH ONE (1) COMPLETE YEAR OF SERVICE SHALL EARN PERSONAL LEAVE DAYS AT THE RATE OF ONE (1) DAY FOR EVERY COMPLETE THREE (3) MONTHS WORKED UP TO A MAXIMUM OF FOUR (4) PERSONAL LEAVE DAYS PER YEAR.
- B. PERSONAL LEAVE DAYS MAY BE NOT CARRIED FORWARD TO THE FOLLOWING YEAR AND ARE ACKNOWLEDGED TO BE SEPARATE AND DISTINCT FROM SICK DAYS.
- C. EMPLOYEES SHALL GIVE SEVEN (7) DAYS NOTICE TO THE DIRECTOR OF THEIR INTENTION TO TAKE A PERSONAL LEAVE DAY EXCEPT IN EMERGENCY SITUATIONS, SUCH NOTICE SHALL NOT BE REQUIRED.

## ARTICLE XII

### WORK SCHEDULES

WITHIN THE WEEKLY SCHEDULE EVERY EFFORT WILL BE MADE TO PERMIT FLEXIBILITY WHEN SCHEDULE ADJUSTMENTS ARE REQUESTED OR DESIRABLE. WHEN OVERTIME IS WORKED, FULL TIME EMPLOYEES AT THEIR OPTION, WILL BE ENTITLED TO COMPENSATORY TIME OFF EQUAL TO ONE AND ONE HALF ( 1 1/2) THEIR REGULAR RATE OF PAY FOR ALL HOURS OF OVERTIME, OR SHALL RECIEVE PAY IN LIEU OF THE TIME. IN ALL CASES, OVERTIME SHALL BE KEPT TO A MIMIMUM AND ONLY USED AS AN EMERGENCY, TEMPORARY SOLUTION.

1. SALARIED EMPLOYEES SHALL WORK FIVE (5) DYS PER WEEK AND NOT MORE THAN THIRTY FIVE (35) HOURS PER WEEK.
2. EMPLOYEES SHALL NOT BE REQUIRED TO WORK REGULARLY MORE THAN TWO EVENINGS PER WEEK, CUSTODIAN EXCEPTED.
3. SATURDAY WORK SHALL BE ROTATED AMONG EMPLOYEES SO THERE IS A FAIR DISTRIBUTION OF THIS ASSIGNMENT.
4. EMPLOYEES SHALL NOT BE REQUIRED TO WORK SUNDAYS; HOWEVER, IF AN EMPLOYEE DOES WORK THEY WILL BE PAID A COMPARABLE RATE PAID SUB-CONTRACT EMPLOYEES FOR SUCH WORK.
5. ONE (1) HOUR FOR LUNCH AND ONE (1) HOUR FOR DINNER SHALL BE ALLOWED FOR MEALS. THIS IS NOT INCLUDED IN THE HOURS WORKED PER DAY.
6. RECALL PAY:  
AN EMPLOYEE WHO IS ALREADY OUT OF THE BUILDING AFTER COMPLETION OF HIS/HER SCHEDULED HOURS OF WORK AND WHO IS RECALLED TO WORK WILL BE PAID ONE AND ONE HALF (1 1/2) TIMES HIS/HER STRAIGHT TIME HOURLY RATE FOR ALL HOURS WORKED ON RECALL, UP TO HIS/HER NEXT SCHEDULED STARTING TIME, BUT IN ANY EVENT, NOT LESS THAN TWO (2) HOURS PAY WILL BE PAID, OR THE ACTUAL HOURS WORKED, WHICHEVER IS GREATED.

ARTICLE XIII

RETIREMENT - VACATION PAY

A FULL-TIME EMPLOYEE, UPON RETIREMENT FROM SERVICE, OR HIS/HER BENEFICIARY IN THE EVENT OF HIS/HER DEATH, SHALL BE ENTITLED TO VACATION PAY WHICH WAS UNPAID AT THE TIME OF RETIREMENT OR DEATH.

## ARTICLE XIV

### BEREAVEMENT LEAVE

UPON THE DEATH OF A MEMBER OF THE IMMEDIATE FAMILY AS DEFINED BELOW, FULL TIME EMPLOYEES MAY REQUEST BEREAVEMENT LEAVE WITH PAY FOR A PERIOD NOT TO EXCEED THREE (3) DAYS. FOR THE PURPOSES OF THIS ARTICLE, PART TIME EMPLOYEES WILL BE GRANTED TIME OFF WITHOUT LOSS OF PAY PRO-RATA BASED ON THEIR WORK SCHEDULE. EMPLOYEES MAY BE REQUIRED TO PRODUCE PROOF OF DEATH AND RELATIONSHIP TO OBTAIN BENEFITS UNDER THIS ARTICLE.

A MEMBER OF THE IMMEDIATE FAMILY FOR THE PURPOSE OF THIS ARTICLE IS DEFINED AS SPOUSE, CHILD, PARENT, BROTHER, SISTER, PARENT-IN-LAW, GRANDCHILD, GRANDPARENT, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, OR ANY OTHER CLOSE RELATIVE LIVING PERMANENTLY IN THE EMPLOYEE'S HOUSEHOLD.

ARTICLE XV

LONGEVITY PAY

EMPLOYEES SHALL RECEIVE LONGEVITY COMPENSATION COMPUTED AT TWO (2%) PERCENT OF THE EMPLOYEE'S ANNUAL BASE SALARY, IF PAID AN ANNUAL SALARY, OR HOURLY RATE IF PAID BY THE HOUR, FOR EACH FOUR YEARS OF SERVICE TO A MAXIMUM OF TEN (10%) PERCENT.

ARTICLE XVI

RETIREE INSURANCE BENEFITS

- A. AFTER TWENTY-FIVE (25) YEARS OF SERVICE, OR DUTY INCURRED DISABILITY, OR ORDINARY DISABILITY RETIREMENT AFTER TEN (10) YEARS OF SERVICE TO THE EMPLOYER, ALL BLUE CROSS/BLE SHIELD MAJOR MEDICAL INSURANCE BENEFITS AND DENTAL INSURANCE BENEFITS SHALL BE CONTINUED FOR RETIRED FULL-TIME EMPLOYEES AND THEIR IMMEDIATE FAMILIES, IF APPLICABLE, FOR A MAXIMUM OF FIVE YEARS, OR UNTIL THE RETIRED EMPLOYEE QUALIFIES FOR MEDICARE, OR UNTIL THE RETIRED EMPLOYEE IS AGAIN EMPLOYED BY ANY SOURCE, WHICHEVER SHALL FIRST OCCUR, PROVIDED, HOWEVER, THAT IF AN EMPLOYEE SHALL REMAIN IN THE EMPLOY OF THE EMPLOYER FOR THIRTY YEARS OR MORE BEFORE RETIREMENT, ALL OF HIS INSURANCE COVERAGE AS STATED ABOVE SHALL BE CONTINUED UNTIL HE QUALIFIES FOR MEDICARE.
- B. FULL-TIME EMPLOYEES WHO ARE NOT ELIGIBLE FOR THE BENEFITS SET FORTH IN PARAGRAPH (1) ABOVE AND WHO TERMINATE SERVICE BY VIRTUE OF RETIREMENT OR BY EXERCISE OF PENSION VESTING RIGHTS SHALL HAVE THE OPTION OF CONTINUED ENROLLMENT IN THE EMPLOYER'S GROUP MEDICAL AND DENTAL INSURANCE PROGRAM ON A CONTRIBUTORY BASIS BY THE EMPLOYEE. THIS OPTION IS RESTRICTED TO EMPLOYEES WHO HAVE BEEN EMPLOYED BY THE EMPLOYER FOR A PERIODS OF AT LEAST EN (10) YEARS.

ARTICLE XVII  
DENTAL INSURANCE

THE CURRENT GROUP DENTAL INSURANCE BENEFITS FOR FULL TIME EMPLOYEES SHALL BE AS PROVIDED BY THE BOROUGH OF RAMSEY. EFFECTIVE ON JANUARY 1, 1996 THE CURRENT DELTA DENTAL PLAN MAXIMUM AMOUNT PAYABLE FOR SERVICES IN ANY CALENDAR YEAR WILL BE INCREASED FROM ONE THOUSAND (\$1,000.00) DOLLARS TO FIFTEEN HUNDRED (\$1,500.00) DOLLARS PER PATIENT.

ARTICLE XVIII

HEALTH AND WELFARE BENEFITS

- A. IT IS AGREED THAT ALL EXISTING HEALTH AND WELFARE BENEFITS IN EFFECT ON THE DATE OF EXECUTION HEREOF AND WHICH UNIFORMLY AFFECT ALL FULL-TIME EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE CONTINUED FOR THE TERM OF THIS AGREEMENT.
- B. UNLESS SPECIFICALLY STATED TO THE CONTRARY, THERE SHALL BE NO DIMINUTION OF PRESENT HEALTH AND WELFARE BENEFITS DURING THE TERM OF THE AGREEMENT.
- C. THE BOARD SHALL ENROLL FULL-TIME EMPLOYEES THAT FILE THE NECESSARY AND REQUIRED STATEMENTS IN THE BOARD'S HEALTH BENEFITS PROGRAM AS IT EXISTS ON THE DATE OF THIS AGREEMENT. ENROLLMENT SHALL INCLUDE THE EMPLOYEE'S DEPENDENTS AS DEFINED BY THE PLAN. THE FULL COST OF THE PROGRAM WILL BE PAID BY THE BOARD. IF, FOR ANY REASON, THE AFOREMENTIONED PLAN OR A PART THEREOF, IS WITHDRAWN BY THE CARRIER, THE BOARD WILL MAKE ITS BEST EFFORT TO OBTAIN COMPLETE COVERAGE FOR THE EMPLOYEES.
- D. EFFECTIVE UPON THE RATIFICATION AND EXECUTION OF THE AGREEMENT OR UPON SUCH TIME AFTER THAT DATE AS IS DETERMINED BY THE LIBRARY, THE EMPLOYEE SHALL:
  - (A) BE SUBJECT TO A MEDICAL BENEFIT DEDUCTIBLE INCREASE FROM \$100 FOR AN INDIVIDUAL AND \$200 FOR A FAMILY TO \$200 AND \$400, RESPECTIVELY.
  - (B) BE REQUIRED TO OBTAIN A SECOND SURGICAL OPINION FOR NON-EMERGENCY SURGICAL PROCEDURES EFFECTIVE UPON THE RATIFICATION AND EXECUTION OF THE AGREEMENT OR UPON SUCH AFTER THAT DATE AS IS DETERMINED BY THE LIBRARY.
  - (C) BE SUBJECT TO A "STOP-LOSS" LIMIT INCREASE PER EMPLOYEE FROM \$2000 TO \$5000. THIS LIMIT ESTABLISHES THE LEVEL UPON WHICH ENDS THEIR 80% - 20% SUBSIDY AND THE PLAN BEGINS ITS 100% COVERAGE.

EFFECTIVE ON AUGUST 1, 1996 THE EMPLOYER SHALL PROVIDE HEALTH

AND WELFARE BENEFITS THROUGH BLUE CROSS/BLUE SHIELD OF NEW JERSEY'S BLUE SELECT PLAN AS PRESENTED ON AUGUST 29, 1995.

ARTICLE XIX  
UNPAID LEAVE OF ABSENCE

- A. A PERMANENT FULL TIME EMPLOYEE MAY REQUEST A PERSONAL LEAVE OF ABSENCE WITHOUT PAY FOR GOOD CAUSE FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS. LEAVE MAY BE GRANTED WITH THE APPROVAL OF THE DIRECTOR AND AT THE DISCRETION OF THE BOARD.
- B. THE LEAVE OF ABSENCE MAY BE RENEWED UPON THE REQUEST OF THE EMPLOYEE AND IT MAY BE GRANTED FOR REASONS DEEMED PROPER BY THE DIRECTOR AND AT THE DISCRETION OF THE BOARD.
- C. THE BOARD RESERVES THE RIGHT TO REVOKE A LEAVE OF ABSENCE FOR GOOD CAUSE FOR EMERGENCY REASONS UPON WRITTEN NOTICE OF FIVE (5) WORKING DAYS.
- D. ALL DECISIONS OF THE EMPLOYER REGARDING LEAVES OF ABSENCE SHALL BE DISCRETIONARY.
- E. AT THE EXPIRATION OF SUCH LEAVE, THE EMPLOYEE SHALL BE RETURNED TO THE POSITION FROM WHICH HE IS ON LEAVE AND SHALL BE ENTITLED TO ALL INCREASES IN THE RATE OF PAY GRANTED DURING HIS LEAVE FROM HIS TITLE. HOWEVER, THERE SHALL BE NO RETROACTIVE PAY RESULTING FROM THIS ARTICLE.
- F. DURING ALL PERSONAL LEAVES OF ABSENCE SENIORITY SHALL BE RETAINED.

ARTICLE XX

LEAVE FOR JURY DUTY

FULL-TIME EMPLOYEES SUMMONED FOR PETIT JURY WILL BE GRANTED A LEAVE OF ABSENCE WITH PAY FOR A PERIOD NOT TO EXCEED TWO (2) WEEKS. EMPLOYEES SHALL RECEIVE THEIR REGULAR RATE OF PAY LESS THE AMOUNT OF MONEY RECEIVED BY THEM FOR SERVING ON JURY DUTY. EMPLOYEES SHALL NOTIFY THE EMPLOYER WITHIN ONE (1) WORKING DAY OF THE RECEIPT OF THE SUMMONS OF JURY DUTY. EMPLOYEES MUST PRODUCE THE SUMMONS FOR JURY NOTICE IN ORDER TO RECEIVE BENEFITS UNDER THIS ARTICLE. IF EMPLOYEES ARE DISMISSED FROM JURY DUTY AND CAN REASONABLY RETURN TO THE EMPLOYER'S PLACE OF BUSINESS PRIOR TO 1:30 P.M., THEY SHALL RETURN TO WORK.

FOR THE PURPOSES OF THIS ARTICLE, PART-TIME EMPLOYEES WILL BE GRANTED TIME OFF WITHOUT LOSS OF PAY PRO-RATA, BASED ON THEIR WORK SCHEDULE.

ARTICLE XXI

SENIORITY

- A. THE SENIORITY OF AN EMPLOYEE IS HEREBY DEFINED AS THE PERIOD OF CONTINUOS SERVICE AS A FULL TIME EMPLOYEE DATING FROM THE MOST RECENT DATE OF HIRE. THE SENIORITY LIST WILL BE UPDATED ANNUALLY IN THE MONTH OF JANUARY.
- B. THE SENIORITY OF AN EMPLOYEE AS DEFINED IN THIS ARTICLE WILL BE A FACTOR FOR CONSIDERATION IN CASES OF LAYOFFS, RECALLS AND SENIORITY. OTHER FACTS FOR CONSIDERATION WILL BE EMPLOYEE'S TRAINING, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THE EMPLOYER.
- C. SENIORITY SHALL BE LOST BY AN EMPLOYEE FOR THE FOLLOWING REASONS: VOLUNTARY QUITTING, FAILURE TO REPORT BACK FOR WORK NO LONGER TAN THREE (3) WORKING DAYS FOLLOWING THE CONCLUSION OF A LEAVE OF ABSENCE, DISCHARGE FOR CAUSE; FAILURE TO BE CALLED BACK TO WORK FOR A PERIOD OF TWELVE (12) MONTHS AFTER A LAYOFF.

ARTICLE XXII

PERSONNEL ADVANCEMENT

EMPLOYEES SHALL HAVE THE OPPORTUNITY FOR ADVANCEMENT FROM LOWER EMPLOYMENT POSITIONS TO HIGHER EMPLOYMENT POSITIONS, IF QUALIFIED.

ARTICLE XXIII

RETIREMENT PENSION

THE RETIREMENT PENSIONS WILL BE PROVIDED THROUGH THE STATE PENSION PLAN IN ACCORDANCE WITH THE RULES AND REGULATIONS GOVERNING SAME.

ARTICLE XXIV

HEALTH EXAMINATION

THE DIRECTOR MAY REQUIRE A PHYSICAL EXAMINATION FOR ALL NEW EMPLOYEES AND THE USUAL AND CUSTOMARY EXPENSE OF SAME SHALL BE BORNE BY THE BOARD.

ARTICLE XXV

FULL TIME EMPLOYEES

AN EMPLOYEE WHO WORKS TWENTY (20) OR MORE HOURS DURING THE PERIOD OF MONDAY TO FRIDAY OF EVERY WEEK SHALL BE DEEMED TO BE A FULL-TIME EMPLOYEE.

ARTICLE XXVI

RESIGNATION

THE CHILDREN'S LIBRARIAN AND REFERENCE LIBRARIAN SHALL GIVE 30 DAYS WRITTEN NOTICE OF RESIGNATION. ALL OTHER EMPLOYEES MUST GIVE TWO WEEKS NOTICE OF RESIGNATION.

ARTICLE XVII

NON-DISCRIMINATION

NEITHER PARTY TO THIS AGREEMENT SHALL DISCRIMINATE AGAINST ANY EMPLOYEE ON ACCOUNT OF RACE, CREED, COLOR, SEX, NATIONAL ORIGIN OR MEMBERSHIP OR NON-MEMBERSHIP IN THE UNION.

ARTICLE XXVIII

MANAGEMENT RIGHTS

- A. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOTHING IN THIS AGREEMENT SHALL INTERFERE WITH THE RIGHT OF THE BOARD IN ACCORDANCE WITH APPLICABLE LAW, RULES AND REGULATIONS TO:
1. CARRY OUT THE STATUTORY MANDATE AND GOALS, UTILIZING PERSONNEL, EQUIPMENT, METHODS AND MEANS IN THE MOST APPROPRIATE AND EFFICIENT MANNER POSSIBLE.
  2. MANAGE EMPLOYEES, TO HIRE, PROMOTE, TRANSFER, ASSIGN OR RETAIN EMPLOYEES AND IN THAT REGARD, ESTABLISH WORK RULES, IN ACCORDANCE WITH STATUTES.
  3. SUSPEND, DEMOTE, DISCHARGE OR TAKE OTHER APPROPRIATE DISCIPLINARY ACTION AGAINST AN EMPLOYEE FOR JUST CAUSE, OR TO LAYOFF EMPLOYEES IN THE EVENT OF LACK OF WORK OR FUNDS OR UNDER CONDITIONS WHERE CONTINUATION OF SUCH WORK WOULD BE INEFFICIENT.

ARTICLE XXIX

NO STRIKE - NO LOCKOUT

NEITHER THE UNION NOR ANY OF ITS MEMBERS SHALL ENGAGE IN A STRIKE DURING THE TERM OF THIS AGREEMENT.

THE BOARD WILL NOT ENGAGE IN ANY LOCKOUT OF EMPLOYEES COVERED BY THIS AGREEMENT DURING THE TERM OF THE AGREEMENT.

ARTICLE XXX

CONTINUATION OF AGREEMENT

IN THE EVENT THAT THE PARTIES DO NOT EXECUTE A SUCCESSOR AGREEMENT PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT, THEN THE PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN FORCE UNTIL A SUCCESSOR AGREEMENT IS EXECUTED.

ARTICLE XXXI

ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES AND INCLUDES AND SETTLES FOR THE TERM OF THIS AGREEMENT ALL MATTERS WHICH WERE OR MIGHT HAVE BEEN RAISED IN ALL COLLECTIVE BARGAINING NEGOTIATIONS LEADING TO THE SIGNING OF THIS AGREEMENT. THIS AGREEMENT SHALL SUPERSEDE ANY RULES, REGULATIONS OR PRACTICES OF THE BOARD WHICH SHALL BE CONTRARY TO OR INCONSISTENT WITH ITS TERMS. THIS AGREEMENT MAY BE ALERTED, CHANGED, ADDED TO, DELETED FROM OR MODIFIED ONLY BY VOLUNTARY MUTUAL CONSENT OF THE PARTIES IN A WRITTEN AND SIGNED AMENDMENT.

ARTICLE XXXII

GENDER

THROUGHOUT THIS AGREEMENT, THE MASCULINE GENDER SHALL INCLUDE THE FEMININE GENDER AND VICE VERSA.

ARTICLE XXXIII

COLLECTIVE BARGAINING

THE LIBRARY UNION NEGOTIATING COMMITTEE WILL NOT EXCEED THREE (3) MEMBERS WHICH WILL NOT INCLUDE UNION STAFF REPRESENTATIVES, ATTORNEYS, OR SPECIALIST IN A GIVEN FIELD. NEGOTIATIONS WILL TAKE PLACE DURING THE WORKING HOURS OF THE NEGOTIATING COMMITTEE MEMBERS.

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT AS OF JANUARY 1, 1999 AND SHALL REMAIN IN EFFECT TO AND INCLUDING DECEMBER 31, 2002. THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR TO YEAR THEREAFTER, UNLESS ONE PARTY OR THE OTHER GIVES NOTICE, IN WRITING, NO SOONER THAN ONE HUNDRED EIGHTY (180) DAYS NOR LATER THAN ONE HUNDRED TWENTY (120) DAYS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT OF A DESIRE TO CHANGE, MODIFY OR TERMINATE THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS AT THE BOROUGH OF RAMSEY, NEW JERSEY ON THIS 4<sup>th</sup> DAY OF December, 2000.

NEW JERSEY EMPLOYEES LABOR UNION LOCAL #1

BY: *Diana Ryzanoff*

BY: *Jileen M. Sakens*

BY: \_\_\_\_\_

THE BOARD OF TRUSTEES OF THE BOROUGH OF RAMSEY FREE PUBLIC LIBRARY

BERGEN COUNTY, NEW JERSEY

BY: *Emily J. Renne*  
President

BY: *Maial Gulmer*  
Secretary

ATTEST:

BY: *Jane C. Luter*  
PRESIDENT

BY: *[Signature]*