

**AGREEMENT BETWEEN**

**MAPLEWOOD MEMORIAL LIBRARY**

**-and-**

**THE COMMUNICATIONS WORKERS OF AMERICA (AFL-CIO)**

**JANUARY 1, 2003 TO DECEMBER 31, 2006**

**TOWNSHIP OF MAPLEWOOD  
RECEIVED**

**MAY 05 2004**

**TOWNSHIP ADMINSTRATOR**

THIS AGREEMENT is made this day May 2004, between the TRUSTEES OF THE MAPLEWOOD MEMORIAL LIBRARY, hereinafter referred to as the "Library" or the "Employer" and THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, herein after referred to as the "CWA" or the "Union."

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, and the establishment of an equitable procedure for the resolution of differences and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the Union as follows:

#### ARTICLE 1. RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all Department Heads, Senior Librarians, Junior Librarians, Senior Paraprofessionals, Junior Paraprofessionals, Supervising Library Assistants, Senior Library Assistants, Junior Library Assistants, and Library Aides.

1.2 Unless otherwise indicated, the term "employees" when used in this Agreement refers to all persons represented by the Union in the above-defined negotiating unit. Categories of employees are defined as follows:

"Hourly employees" are those employees who work on average at least 10 hours, but not more than 19 hours per week.

"Regular part time employees" are those employees who work a minimum of 20 hours per week.

"Regular full time employees" are those employees who work a minimum of 35 hours per week.

1.3 All hourly, regular part time, and regular full time employees, as defined herein, are included in the bargaining unit and assigned titles covered by this Agreement.

#### ARTICLE 2. DUES CHECKOFF AND INDEMNIFICATION

2.1 Upon receipt of properly written authorization from the employee, the Employer shall deduct Union dues in an amount certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is to

be remitted by the Employer to the Union and shall remit the dues collected to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street NW, Washington D.C. 20001-2797. Said remittances shall be made by the 15<sup>th</sup> day of the month following the calendar month in which such deductions are made, together with a list of monies from whose salary such deductions were made. The Union agrees to indemnify and hold harmless the Employer, its officers and employees, from any cause of actions, claims, loss or damages incurred as a result of this Article.

- 2.2 All deductions under this Article shall be subject to revocation by the employees who execute such authorizations, upon giving written notice to that effect. Such notice shall be given to the Union and the Employer. The Employer shall thereafter cease withholding any monies under such check off authorization in accordance with the applicable statutes.
- 2.3 The Employer further agrees to deduct from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, an amount equal to eight-five percent (85%) of the monthly Union dues during each calendar month commencing with the first day of August 1980.

### ARTICLE 3. GRIEVANCE PROCEDURE

#### 3.1 Procedures:

- A. A grievance shall be defined as an alleged violation of the terms and provisions of this agreement made by an employee or the CWA. A grievant shall be defined as an employee filing such a grievance.
- B. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances that may arise from time to time affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing contained herein shall be construed as limiting the rights of an employee from discussing matters informally with their supervisor and having the grievance adjusted without intervention of the CWA, provided that an adjustment is not inconsistent with this Agreement. The CWA shall be given the opportunity to be present at such adjustment, provided that the grievant requests it.
- D. An employee shall institute the grievance procedure within ten (10) calendar days of the occurrence complained of. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- E. Procedure:  
Step 1: An employee with a grievance shall first discuss the matter with the Library Director with the objective of resolving the matter informally.  
Step 2: In the event that the grievant is not satisfied with the decision at Step 1, or in the event that the Library Director has rendered no decision within ten (10) calendar days after receiving the grievance, the matter shall be presented in writing by the grievant and/or his/her representative to the Library Director

within ten (10) calendar days of the informal meeting. The Library Director shall render a decision within ten (10) calendar days after receiving the grievance.

Step 3: In the event that the grievant is not satisfied with the decision at Step 2, or in the event that the Library Director has rendered no decision within ten (10) calendar days after receiving the grievance, the matter shall be presented in writing by the grievant and/or his/her representative to the Library Board of Trustees within ten (10) calendar days of the decision. The employee may request a hearing before the Library Board of Trustees. The hearing shall be scheduled within seven (7) calendar days after receipt of the grievance appeal from the Library Director's decision at Step 2. The hearing will take place within thirty-five (35) calendar days after the scheduled date is submitted to the grievant. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance, and such hearings shall be held on Township premises. The Library Board of Trustees shall render a decision within ten (10) calendar days after receiving the grievance or holding the hearing, whichever comes later.

Step 4: In the event that the CWA is not satisfied with the decision at Step 3, or in the event that the Library Board of Trustees has rendered no decision within twenty (20) calendar days after receiving the grievance, the CWA only may file for arbitration of the grievance with the Public Employment Relations Commission (PERC). The PERC filing must be within fifteen (15) calendar days of the decision in Step 4, or the end of the timeframe in which no decision was made in Step 4. A copy of the filing shall be provided to the Library. The arbitrator's decision shall be final and binding on the parties to the extent permitted by law. The Library and the CWA shall share the cost of the arbitrator equally.

- F. A grievance affecting a group of employees may be submitted by the CWA on behalf of the group of employees at Step 2 of the grievance procedure.
- G. An employee who is in his/her probationary period may not grieve a discharge. Additionally, an employee who is in his/her probationary period may grieve a disciplinary action through the third step, but may not arbitrate it.
- H. If the Library Director or the Library Board of Trustees does not render a decision regarding a grievance within the specified time period, it will be considered a denial of the grievance.
- I. Time limits specified at any step of the grievance procedure may be extended by mutual consent of the parties.
- J. When the employee is scheduled by the Township and the CWA to participate during scheduled working hours in grievance proceedings, the employee shall continue to be paid for those hours. When grievance proceedings go beyond the working hours, the employee is considered on his or her own time and shall not be paid for such hours.
- K. In the event that it is necessary to require the attendance of other employees at any step of the grievance procedure scheduled by the Township and the CWA, during scheduled working hours in the grievance proceedings, such

representatives shall continue to be paid for those hours. When grievance proceedings go beyond the working hours, the employees are considered on their own time and shall not be paid for such hours.

- L. The Library and the Union agree that neither side will engage in discrimination, or coercion or the taking of reprisals against any individual in connection with his/her participation in the grievance process.
- M. When there is disciplinary action pending for an employee covered by this Agreement, if said employee notifies the Union of the matter and provides written authorization for the Union to receive information regarding the action, the Library will release a copy of the disciplinary action document to the Union.

#### ARTICLE 4. LABOR/MANAGEMENT MEETING

- 4.1 Labor/Management meetings, to discuss non-contract issues considered important by either the Union or the Employer, may be arranged by mutual agreement between the Union representative and the Library Director. Meetings shall be attended by such representatives for the parties as they deem useful to the discussion.
- 4.2 Arrangements for the time, date, and place of such meetings shall be made in advance, and shall include a proposed list of employees who will attend, and an agenda of the matters to be discussed at the meeting. Matters discussed at the meeting shall be limited to those included on the agenda. The members of the Union attending such meetings shall not lose time or pay for time so spent. Meetings should be scheduled so as not to interfere with Library operations.

#### ARTICLE 5. SALARIES AND PROMOTIONS

- 5.1 Attached hereto is a revised Salary Schedule for the years 2003, 2004, 2005, and 2006. This step system has nine (9) steps. The increases shall be as follows:
  - A. The attached "Maplewood Salary Guide" represents the salary schedule from January 1, 2003 to December 31, 2003 with a 3.25% increase for regular full time and regular part time employees, and a 5.0% increase for hourly employees.
  - B. The attached "Maplewood Salary Guide" represents the salary schedule from January 1, 2004 to December 31, 2006 with a 3.25% increase for all employees for 2004, 2005 and 2006.
- 5.2 Effective January 1<sup>st</sup> of each year, or anniversary date if applicable, all employees who are not at the maximum salary of their job title will be granted an annual step increase.

- 5.3 Effective January 1<sup>st</sup> of each year, or anniversary date if applicable, all employees who are at the maximum salary of their job title will be granted an annual step increase of 3.25%.
- 5.4 When an employee already working under this Agreement is advanced to a higher grade by promotion, the anniversary date for the purpose of annual step increments shall shift to the date the promotion takes effect and the anniversary date for other purposes shall not change.
- 5.5 The employer shall post all permanent vacancies and promotional opportunities on the Union Bulletin Board ten (10) days in advance of appointments. Seniority, education, experience, and satisfactory evaluations may be considered in promotions and transfers.

#### ARTICLE 6. LONGEVITY

- 6.1 Regular full time and regular part time employees hired prior to January 1, 1994:
- After five (5) years of service – 2%
  - After ten (10) years of service – 4%
  - After fifteen (15) years of service – 6%
  - After twenty (20) years of service – 8%
  - After twenty-five (25) years of service – 10%
- 6.2 Regular full time employees hired after January 1, 1994 shall receive longevity as follows:
- After five (5) years of service - \$500.00
  - After ten (10) years of service - \$1,000.00
  - After fifteen (15) years of service - \$1,500.00
  - After twenty (20) years of service - \$2,000.00
  - After twenty-five (25) years of service - \$2,500.00

Longevity as above is prorated for regular part-time employees hired after January 1, 1994. Longevity for individual part time employees hired after January 1, 1994 that has been previously paid at a rate higher than the prorated amount shall be grandfathered in for payment at the previous rate the employee was paid.

- 6.3 Beginning January 1, 2004 for the above-mentioned employees, longevity pay will be rolled into base pay for all purposes as required by law. The longevity roll in shall be in lieu of lump sum longevity payments.

## ARTICLE 7. BENEFITS

### 7.1 Health Insurance.

Employees hired on or after January 1, 2004 who work 25 hours per week or more on a regular salaried basis are eligible to receive medical/dental benefits. Employees hired before January 1, 2004 who work 20 hours or more on a regular salaried basis shall receive medical/dental benefits.

#### A. Medical:

The Township shall provide medical coverage to employees as defined in Section 7.1. Coverage shall be extended to the eligible members of their family as per health plan specifications.

#### B. Dental:

The Township shall provide dental coverage to employees as defined in Section 7.1. Coverage shall be extended to the entire family of the employee as per dental plan specifications.

#### C. The Township reserves the right to change carriers and/or self-insure so long as substantially similar benefits are provided.

## ARTICLE 8. DISABILITY

In the event the municipality enters the State Disability Plan, Library regular full time and regular part time employees will be entitled to participate in such benefit.

## ARTICLE 9. HOLIDAYS

### 9.1 Regular full time and regular part time employees shall be entitled to compensation in accordance with Section 9.2 for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- General Election Day
- Thanksgiving Day
- Christmas Day

- 9.2 Regular full time employees shall receive seven (7) hours paid time off for each of these holidays. Regular part time employees shall receive a prorated amount of paid time off for each of these holidays.
- 9.3 Regular full time employees are granted four (4) hours paid time off for each of the following: the afternoon before Thanksgiving, the afternoon before Christmas, and the afternoon before New Year's Day. Regular part time employees are granted the same time off on a prorated basis. If the Library is open for business on any of these afternoons, those employees who work those afternoons shall take the time off as compensatory time within ninety (90) calendar days of the holiday involved.
- 9.4 Beginning January 1, 2004, hourly employees who work on average between 10 and 14 hours per week will receive four (4) hours paid time off for each of the following holidays:
- Presidents Day
  - Labor Day
  - Thanksgiving Day
- 9.5 Beginning January 1, 2004, hourly employees who work on average between 15 and 19 hours per week will receive four (4) hours paid time off for each of the following holidays:
- Presidents Day
  - Memorial Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day

#### ARTICLE 10. VACATIONS

- 10.1 This section will only be applicable to regular full time and regular part time employees. Any reference to "employees" under this article is in reference to regular full time and regular part time employees only.
- 10.2 Regular full time employees hired after (*insert date of contract signing*) and/or who have worked less than one (1) year shall receive one (1) day of vacation time for each full month of continuous employment from the date of employment to the end of the calendar year. Beginning with the second calendar year and through the employee's remaining years of continuous employment, regular full time employees shall receive twenty-three (23) vacation days. Employees may begin taking earned vacation time upon completion of their probationary period. Prorated amounts will be allotted for regular part time employees.



- 10.3 To expedite the transition to a calendar year for calculation and use of vacation time, for the period beginning July 1, 2004 and ending December 31, 2004, regular full time employees hired before (*insert date of contract signing*) who have worked more than one (1) year will be issued a six-month allotment of eleven and one-half (11 ½) days of vacation. A one-time carryover of up to five (5) of these vacation days that remain unused may be carried over to be used in the 2005 calendar year. In case of extraordinary circumstances, the full twelve-month allotment (23 days) may be issued on July 1, 2004 at the discretion of the Library Director. If the twelve-month allotment is provided, the additional eleven and one-half (11 ½) days will be deducted from the calendar year 2005 allotment. Prorated amounts will be allotted for regular part time employees.
- 10.4 All vacation schedules shall be approved by the Director or his or her designee. Prior notice of at least seventy-two (72) hours is required for requests for five (5) or more consecutive days. The Library Director or designee shall approve or deny all vacation requests in a timely manner. The Library shall give consideration to emergency situations that do not meet the seventy-two (72) hour prior notice.
- 10.5 Vacation time must be used in the year in which it is earned. Unused vacation time shall be forfeited. The only exception to this provision is if the carry over of vacation is necessary for Library operation as determined by the Library Director.
- 10.6 Vacation time is advanced at the beginning of the year, with the exception of the first year of employment, therefore, if an employee separates from service or retires and has used more vacation time than earned at that point in the year, the employee shall pay to the Township the equivalent of the unearned vacation time. Such payment shall be deducted from the employee's last paycheck.
- 10.7 All employees on leave of absence without pay shall not accrue any vacation time during the period of leave.
- 10.8 When employees terminate employment, they shall be paid for all earned vacation time accrued at the rate of pay in effect on the last day they reported to work. Such employees cease being Maplewood Library employees effective as of the close of the last day they report to work.

#### ARTICLE 11. LEAVE OF ABSENCE

Employees may be granted a one (1) year leave of absence without pay. Any request for a leave of absence shall be submitted six (6) weeks in advance in writing by the employee to the Library Director. The request shall indicate the starting date of the leave of absence, the length of time requested, and the reasons therefore.

Authorization for a leave of absence shall be granted to the employee by the Library Director in writing and the request shall be answered within the six (6) week period. Employees shall be returned to the job classification they held at the time the leave of absence was approved. Requests for leave of absence shall not be unreasonably denied.

No more than two (2) employees will be allowed on this leave at the same time.

## ARTICLE 12. SICK LEAVE, FAMILY & MEDICAL LEAVE, DISABILITY LEAVE

### 12.1 Sick Leave.

- A. This section will only be applicable to regular full time and regular part time employees. Any reference to "employees" under this article is in reference to regular full time and regular part time employees only.
- B. Regular full time employees hired after (*insert date of contract signing*) and/or who have worked less than one (1) year shall receive one and one-quarter (1 ¼) days of sick leave for each full month of continuous employment from the date of employment until the end of the calendar year. Beginning with the second calendar year and through the employee's remaining years of continuous employment, regular full time employees shall receive fifteen (15) days sick allowance annually. Prorated amounts will be allotted for regular part time employees.
- C. Regular full time employees hired before (*insert date of contract signing*) who have worked more than one (1) year shall be entitled to seven and one-half (7½) days of sick leave on July 1, 2004 to be available for use after July 1, 2004. A one-time advance of up to 7 ½ additional sick leave days intended for allotment in 2005 may be permitted on a case-by-case basis as approved by the Library Director. Any sick leave advanced in 2004 will be deducted from the amount received on January 1, 2005. Prorated amounts will be allotted for regular part time employees.
- D. Regular full time employees hired after January 1, 2005 who have worked less than one (1) year shall receive one and one-quarter (1¼) days of sick leave for each full month of continuous employment from the date of employment until December 31 of the calendar year in which the employee was hired. Prorated amounts will be allotted for regular part time employees.
- E. Starting January 1, 2005 and beginning with an employee's second calendar year and for each of the remaining years of continuous employment, regular full time employees shall receive fifteen (15) days sick allowance annually. Prorated amounts will be allotted for regular part time employees.
- F. Sick leave is advanced at the beginning of the year, with the exception of the first year of employment. Therefore, in the event that an employee leaves the employ of the Library and has used more sick leave than earned at that point in the year, the employee shall pay to the Library the equivalent of the unearned vacation time that was taken. Such payment shall be deducted from the employee's last paycheck.

- G. Employees shall be allowed to accumulate a maximum of two hundred (200) days of sick leave.
- H. Employees out of work due to illness for three (3) consecutive workdays may be required by the Library Director to submit a doctor's note upon return to work. Depending on the circumstances, additional notes may be required by the Library.

12.2 Family and Medical Leave. The Township Family and Medical Leave Policy benefits are provided in accordance with State and Federal laws. To the extent permitted by law, paid leave time must be used concurrently with a leave that qualifies under the Family and Medical Leave Act and/or the New Jersey Family Leave Act. Employees must substitute and utilize other forms of paid leave while they take a leave that qualifies under the foregoing statutes.

### ARTICLE 13. PAYMENT FOR UNUSED SICK LEAVE UPON RETIREMENT

Employees who retire under the Public Employees Retirement System and who have accumulated unused sick leave will be paid one-half of that unused sick leave at the wage rate in effect at the time of retirement, but not to exceed \$4,800.00.

Beginning on January 1, 1990, the record for accumulating this sick leave shall be kept in hours and earned at the rate of 8.75 hours per each month worked for regular full time employees, and prorated for regular part time employees.

The employee must notify the Library Director in writing before January 1<sup>st</sup> of the year of retirement and if the employee fails to notify before January 1<sup>st</sup>, payment shall be made in the year following retirement.

### ARTICLE 14. PERSONAL DAYS

- 14.1 This section will only be applicable to regular full time and regular part time employees. Any reference to "employees" under this article is in reference to regular full time and regular part time employees only.
- 14.2 All employees shall be entitled to have three (3) Personal Days each year, which shall be non-cumulative. Personal Days shall be granted with full pay. The length and pay of a Personal Day for regular part time employees shall be prorated.
- 14.3 Any employee hired after (*insert date of contract signing*) and/or who has worked less than one (1) year shall have Personal Days pro-rated on the basis of one (1) day for each four (4) full months work completed. Probationary employees are not entitled to Personal Days.

- 14.4 To expedite the transition to a calendar year for calculation and use of Personal Days, employees hired before (*insert date of contract signing*) who have worked more than one full year shall be entitled to one and one-half (1½) Personal Days on July 1, 2004, to be available for use between July 1, 2004 and December 31, 2004. A one-time advance of up to one and one-half (1½) additional Personal Days intended for allotment in 2005 may be permitted on a case-by-case basis as approved by the Library Director. Any Personal Days advanced in 2004 will be deducted from the amount received on January 1, 2005. A one-time carryover of up to one and one-half (1 ½) Personal Days that remain unused by December 31, 2004 may be carried over to be used in the 2005 calendar year.
- 14.5 Starting January 1, 2005 and beginning with an employee's second calendar year and for each of the remaining years of continuous employment, three (3) Personal Days shall be allotted and accounted for on the basis of the calendar year. When prorating for a partial year, four months work (January through April, May through August, or September through December) must be completed for each Personal Day earned.
- 14.6 An employee shall arrange use of Personal Days by the morning of the previous workday of the requested leave except in the case of emergency, said emergency to be determined by the Library Director.
- 14.7 Personal Days are advanced at the beginning of the year, with the exception of the first year of employment. Therefore, if an employee separates from service or retires and has used more personal days than earned at that point in the year, the employee shall pay to the Township the equivalent of the unearned personal days used. Such payment shall be deducted from the employee's last paycheck.

#### ARTICLE 15. FUNERAL LEAVE

A regular full time employee shall be excused from work because of death in their immediate family, as defined hereafter and shall be paid the regular rate of pay for the scheduled working day not to exceed the three (3) calendar days missed during the first seventy-two (72) hours following the death. Two (2) additional days may be granted upon request with the Director's approval. Immediate family is defined to mean parents, children, spouse, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or unrelated person sharing the employee's household for whom the employee is the primary caregiver. The employee must notify the Director of the absence in advance and not later than the time that they are scheduled to report for duty.

## ARTICLE 16. UNION LEAVE

Members of the Union who are elected or designated by the Union to attend any meeting or education conference of the Union or other group with which it is affiliated, shall be granted the necessary time off without loss of pay, provided that notification is given to the Director in writing by the Union at least one (1) week in advance, and provided that such request does not exceed five (5) working days per year in the aggregate for all members. Only one (1) member shall be absent at a time.

## ARTICLE 17. SENIORITY

Seniority is defined to mean the accumulated length of service with the Employer computed from the recent date of hire as a regular salaried employee. Employees shall be credited for a full year of service in determining seniority for every year of service in which they maintain twenty (20) hours or more of work per week. The Employer agrees to consider employees from lower rated job titles in filling all vacancies which may occur. In all instances, employees to be promoted must possess the skill, ability and knowledge to perform the duties required for promotion.

If the Employer decides to reduce the number of employees in any particular job group, the employee or employees with the least seniority shall be laid off first.

In the event of a layoff, the employee or employees to be laid off should be given at least thirty (30) days notice prior to the date of layoff.

Employees shall be recalled for work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work.

## ARTICLE 18. OUT OF TITLE WORK

In the event that an employee is assigned to perform work in a job classification higher than his/her job group for a period in excess of two (2) consecutive weeks or ten (10) consecutive work days, the employee shall be paid at the lowest salary in effect for the job group of the wage scale of the work which he/she is performing or paid at a rate of five percent (5%) over the employee's current base wage, whichever is higher. The higher rate of pay shall not apply whenever an employee is filling in for another employee who is on vacation.

## ARTICLE 19. NON-DISCRIMINATION CLAUSE

The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to age, sex, handicap, sexual preference, marital

status, race, color, creed, national origin, Union membership, Union activity, or political affiliation.

#### ARTICLE 20. HEALTH AND SAFETY

20.1 The Employer agrees that no employee shall be required to work under any conditions which are unsafe or unhealthful and agrees to continue to provide healthful and safe working conditions for the employees. This includes providing proper heating in the winter and air conditioning in the summer. Absent compelling circumstances to the contrary, in the event of an HVAC malfunction that lasts more than one hour, resulting in temperatures exceeding 90 degrees in the summer or below 60 degrees in the winter, the Library shall close the facility to patrons and release the employees. All regular full-time and regular part-time employees will be paid for the hours scheduled to work that day and will not be required to make up the time.

Whenever the Library is closed for 24 hours or less due to extreme temperatures, weather conditions or other emergencies, all regular full time and regular part time employees scheduled to work will be paid for the hours scheduled to work that day, and will not be required to make up the time.

20.2 A Safety and Health Committee will be established which will consist of two (2) Union Representatives and the Library Director. This Committee will meet quarterly, and more often if necessary, to discuss and resolve issues of health and safety at the Library. The issues of security and the implementation of secure operating practices and procedures will also be addressed by this Committee.

20.3 Employees serving as representatives on this Committee will attend meetings during their regular work hours and will not suffer any loss of wages for doing so.

#### ARTICLE 21. PROBATIONARY EMPLOYEES

Any employee shall remain probationary until after completion of ninety (90) calendar days of service from the date of the last hiring.

They shall have no seniority rights during this probationary period. Their employment may be terminated at any time at the sole discretion of the Employer. Discharges during the probationary period shall not be subject to the grievance procedure.

## ARTICLE 22. HOURS OF WORK

- 22.1 This section will only be applicable to regular full time and regular part time employees. Any reference to "employees" under this article is in reference to regular full time employees only.
- 22.2 In this document where "prorated" longevity, sick leave, vacation time, holiday time, Personal Days, or other benefit is allotted regarding regular part time employees, the prorated amount is based on the average number of hours the employee works compared to the average number of hours per week for regular full time employees.
- 22.3 The workweek is thirty-five (35) hours for full-time regular employees. All employees will be scheduled to work every fourth Saturday, except in the case of a surplus of workers. Then, seniority will determine who may choose not to work.
- 22.4 Employees may vary the number of hours in a given work week, this variation being acceptable within the terms of this Agreement provided the hours average thirty-five (35) per week within a four (4) week period, prorated for regular part time employees, and provided further that the hours actually worked (exclusive of other paid leave and paid lunch and break time) in any one work week do not exceed forty (40) hours.
- 22.5 All employees shall be prepared to work one (1) evening a week. Within each department, the assignment of evening hours shall be based on seniority.
- 22.6 Employees who work nights will receive one (1) hour compensatory time for each night worked.
- 22.7 Employees may elect or be asked to work extra time, accruing up to eight (8) hours time with prior permission of the Department Head, which accrued time is to be taken as time off. Beyond eight (8) hours, extra time may be accrued on request of the Department Head or Director. In the case of Department Heads themselves, accrual beyond eight (8) hours must be by permission of the Library Director. The number of hours which may be accrued may not exceed thirty-five (35) hours for regular full time employees, prorated for regular part time employees. This paragraph applies only to hours actually worked (exclusive of other paid leave and paid lunch and break time) up to forty (40) hours in any one workweek. Hours actually worked in excess of forty (40) hours per week will be paid at time and one half.
- 22.8 Accrued extra time must be taken off with permission of the Department Head, or in the case of a Department Head, with permission of the Library Director. Accrued extra time may not be taken off within sixty (60) days of termination of employment. The Employer is liable for payment for unused accrued extra time.

22.9 Extra Compensatory Time.

- A. Employees who work a full day on Saturday shall receive one (1) hour compensatory time for each Saturday worked.
- B. An employee present and working in the Library during evening hours but not assigned to a public desk is understood to be working straight time and not entitled to the compensation hour.

22.10 If at any time the Library adds hours on Sundays, the following shall apply:

- A. All employees shall be compensated at one and one-half their normal rates of pay for any hours worked on a Sunday;
- B. Hours on Sunday shall be scheduled for public desks as follows: Employees shall be assigned on a voluntary basis beginning with the most senior; if there are insufficient volunteers, then employees shall be assigned to work in inverse order of seniority; unassigned work is not permitted.
- C. No employees shall be required to work more than one Sunday in four.

22.11 Off-premises work. Work is to be performed on Library premises, with the exception of assigned or permitted off premises job related duties such as library outreach, training, or attendance at professional meetings, as approved by the Library Director.

ARTICLE 23. TIME WORKED ON HOLIDAYS

When the Library is open on any legal holiday, the Library Director shall staff each of the following sections: Adult Circulation Desk, Adult Reference Desk, Information Desk, Children's Reference Desk, and Children's Circulation Desk (but no past 6:00 p.m. in the Children's room), on a seniority basis, from a list of volunteers qualified to work in each of the sections of the Library so listed. If there are insufficient volunteers, then the employees shall be assigned to work in inverse order of seniority. Said employees shall receive time and one-half (1½) either in compensatory time off or in cash. Said payment to be determined at the option of the employee. Unassigned holiday work is not permitted.

ARTICLE 24. MANAGEMENT RIGHTS

It is recognized that the management of the Library, the control of its properties, and the maintenance of order and efficiency are solely the responsibilities of the Employer. Accordingly, the Employer retains the following rights except specifically provided in this Agreement including, but not limited to selection and direction of the employee; to hire, suspend or discharge for just cause; to make reasonable rules which shall not be inconsistent with this Agreement; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duties because of lack of work; to decide on the number and location of facilities; to determine the work to be



performed; to determine the amount of supervision necessary; to decide the staff and scheduling and the work assignments; to have the right to change or introduce processes and methods for the purpose of facility, efficiency and operation of the Library.

#### ARTICLE 25. FULLY BARGAINED CLAUSE

The foregoing constitutes the entire Agreement between the parties and shall supersede any and all Rules and Regulations in conflict therewith which were previously in effect. All other Rules and Regulations affecting conditions of work which were in effect at the time of signing of this Agreement shall remain in effect and are made part of this Agreement.

Nothing herein shall be construed to supersede any decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

#### ARTICLE 26. SAVING CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE 27. JOB ASSIGNMENT AND EVALUATION

Job assignments will be reviewed and a job description will be provided for each employee. Each employee's job duties will be reviewed to be sure the employee is working in the correct title. Each employee will be given an evaluation annually in writing and provided with a copy.

#### ARTICLE 28. RENEWAL

This Agreement shall become effective retroactive to January 1, 2003 and shall remain in full force and effect until December 31, 2006 and is the full and complete Agreement between the parties. This Agreement shall continue from year to year unless either party requests in writing ninety (90) days prior to its termination a modification or revision of terms and conditions set forth.

MAPLEWOOD SALARY GUIDE

2003	1	2	3	4	5	6	7	8	9
Dept. Head	49,629.51	50,373.95	51,129.56	51,896.51	52,674.95	53,465.08	54,267.05	55,081.06	55,907.28
Sr. Libr.	42,340.70	42,975.81	43,620.45	44,274.75	44,938.88	45,612.96	46,297.15	46,991.61	47,696.48
Jr. Libr.	35,753.10	36,289.40	36,833.74	37,386.24	37,947.04	38,516.24	39,093.99	39,680.40	40,275.60
Sr. Para	35,082.30	35,608.53	36,142.66	36,684.80	37,235.07	37,793.60	38,360.50	38,935.91	39,519.95
Jr. Para	29,624.01	30,068.37	30,519.40	30,977.19	31,441.84	31,913.47	32,392.17	32,878.06	33,371.23
Sp. Lib. Ass't.	30,744.55	31,205.72	31,673.80	32,148.91	32,631.14	33,120.61	33,617.42	34,121.68	34,633.51
Sr. Lib. Ass't.	26,229.28	26,622.72	27,022.06	27,427.39	27,838.80	28,256.38	28,680.23	29,110.43	29,547.09
Jr. Lib. Ass't.	22,377.13	22,712.79	23,053.48	23,399.28	23,750.27	24,106.52	24,468.12	24,835.14	25,207.67

2004	1	2	3	4	5	6	7	8	9
Dept. Head	50,498.03	51,255.50	52,024.33	52,804.70	53,596.77	54,400.72	55,216.73	56,044.98	56,885.66
Sr. Libr.	43,081.66	43,727.88	44,383.80	45,049.56	45,725.30	46,411.18	47,107.35	47,813.96	48,531.17
Jr. Libr.	36,378.78	36,924.46	37,478.33	38,040.50	38,611.11	39,190.28	39,778.13	40,374.80	40,980.43
Sr. Para	35,696.24	36,231.68	36,775.16	37,326.79	37,886.69	38,454.99	39,031.81	39,617.29	40,211.55
Jr. Para	30,142.43	30,594.57	31,053.48	31,519.29	31,992.08	32,471.96	32,959.04	33,453.42	33,955.22
Sp. Lib. Ass't.	31,282.58	31,751.82	32,228.10	32,711.52	33,202.19	33,700.22	34,205.73	34,718.81	35,239.59
Sr. Lib. Ass't.	26,688.29	27,088.61	27,494.94	27,907.37	28,325.98	28,750.87	29,182.13	29,619.86	30,064.16
Jr. Lib. Ass't.	22,768.73	23,110.26	23,456.91	23,808.77	24,165.90	24,528.39	24,896.31	25,269.76	25,648.81

2005	1	2	3	4	5	6	7	8	9
Dept. Head	51,381.75	52,152.48	52,934.76	53,728.78	54,534.72	55,352.74	56,183.03	57,025.77	57,881.16
Sr. Libr.	43,835.59	44,493.12	45,160.52	45,837.93	46,525.50	47,223.38	47,931.73	48,650.71	49,380.47
Jr. Libr.	37,015.41	37,570.64	38,134.20	38,706.21	39,286.81	39,876.11	40,474.25	41,081.36	41,697.58
Sr. Para	36,320.92	36,865.73	37,418.72	37,980.00	38,549.70	39,127.95	39,714.87	40,310.59	40,915.25
Jr. Para	30,669.92	31,129.97	31,596.92	32,070.87	32,551.94	33,040.21	33,535.82	34,038.85	34,549.44
Sp. Lib. Ass't.	31,830.03	32,307.48	32,792.09	33,283.97	33,783.23	34,289.98	34,804.33	35,326.40	35,856.29
Sr. Lib. Ass't.	27,155.34	27,562.67	27,976.11	28,395.75	28,821.69	29,254.01	29,692.82	30,138.22	30,590.29
Jr. Lib. Ass't.	23,167.18	23,514.69	23,867.41	24,225.42	24,588.80	24,957.63	25,332.00	25,711.98	26,097.66

2006	1	2	3	4	5	6	7	8	9
Dept. Head	52,280.93	53,065.14	53,861.12	54,669.04	55,489.07	56,321.41	57,166.23	58,023.72	58,894.08
Sr. Libr.	44,602.71	45,271.75	45,950.83	46,640.09	47,339.69	48,049.79	48,770.53	49,502.09	50,244.62
Jr. Libr.	37,663.18	38,228.13	38,801.55	39,383.57	39,974.33	40,573.94	41,182.55	41,800.29	42,427.29
Sr. Para	36,956.54	37,510.89	38,073.55	38,644.65	39,224.32	39,812.69	40,409.88	41,016.03	41,631.27
Jr. Para	31,206.64	31,674.74	32,149.86	32,632.11	33,121.59	33,618.41	34,122.69	34,634.53	35,154.05
Sp. Lib. Ass't.	32,387.06	32,872.87	33,365.96	33,866.45	34,374.44	34,890.06	35,413.41	35,944.61	36,483.78
Sr. Lib. Ass't.	27,630.56	28,045.02	28,465.69	28,892.68	29,326.07	29,765.96	30,212.45	30,665.64	31,125.62
Jr. Lib. Ass't.	23,572.61	23,926.20	24,285.09	24,649.37	25,019.11	25,394.40	25,775.31	26,161.94	26,554.37

IN WITNESS WHEREOF, the parties hereto set their respective signatures.

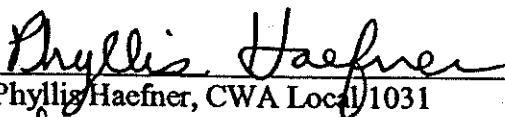
For Maplewood Memorial Library:

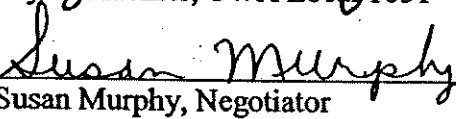
  
\_\_\_\_\_  
Jane Kennedy, Library Director

  
\_\_\_\_\_  
Michele E. Meade, Township Administrator

  
\_\_\_\_\_  
Marianna Noto, Library Board President

For Communication Workers of America:

  
\_\_\_\_\_  
Phyllis Haefner, CWA Local 1031

  
\_\_\_\_\_  
Susan Murphy, Negotiator