

**AGREEMENT**

Between

**THE PASSAIC FREE PUBLIC LIBRARY**

And

**LOCAL 155 UNITED ELECTRICAL RADIO AND**

**MACHINE WORKERS OF AMERICA**

**JULY 1, 2018 through JUNE 30, 2021**

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## PREAMBLE

This Agreement entered into this 16<sup>th</sup> day of November 2018 by the Passaic Free Public Library in the State of New Jersey, (hereinafter "Library") and Local 155 of the United Electrical Radio and Machine Workers of America (hereinafter "Union") constitutes a collective bargaining agreement (hereinafter "CBA") between the parties and thereby contains all matters of interest to either party. No matter not expressly set forth herein shall be covered by this Agreement and both parties hereto expressly waive any reliance upon past practice regarding any matter whatsoever unless such matter is set forth herein with reference thereto.

**ARTICLE I**  
**RECOGNITION**

Section A. The Library hereby recognizes the United Electrical, Radio, and Machine Workers of America Local 155, for collective negotiations and the administration of the terms and conditions of employment for the full-time employees of the Library, excluding managerial, supervisory and confidential employees as set forth in Paragraph C hereof, and for all part-time employees except Pages. Local 155 shall be the sole representative of the United Electrical Radio and Machine Workers of America in all negotiations with the Library and in administering the terms and conditions of this Agreement.

Section B. Unless otherwise indicated, the term "Employee" when used in this Agreement refers to all persons represented by the Union in the above-defined negotiation unit.

Section C. The following managerial, supervisory and confidential employees have previously been and continue to be excluded from the bargaining unit:

Library Director  
Assistant Library Director  
Secretary to the Director  
Senior Account Clerk  
Pages

Section D. The following titles, approved by the New Jersey Civil Service Commission, are included in the Library Table of Organization:

Library Director  
Assistant Library Director  
Principal Librarian  
Senior Librarian  
Librarian  
Supervising Library Assistant  
Library Associate  
Principal Library Assistant  
Senior Library Assistant  
Library Assistant  
Building Maintenance Worker  
Foreman Building Maintenance Worker  
Security Guard  
Library Pages  
Senior Account Clerk

Section E. The Library may, from time to time, add or delete titles from the active list, subject to the New Jersey Civil Service Commission guidelines.

## ARTICLE II VISITATION

Section A. The duly authorized officers and/or business representatives of the Union shall be permitted on the Library premises during business hours for the purpose of adjusting complaints and ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the Library's business. The Library, if it so chooses, shall have one of its representative accompany the business representative while on the premises.

Section B. Prior to the time of entering the Library's premises, the business representative shall secure prior authorization from a representative designated by the Library. The business representative shall conduct him/herself properly while on the Library premises.

## ARTICLE III STEWARDS/GRIEVANCE COMMITTEE PERSONS

Section A. The Library recognizes the right of the Union to designate a reasonable number of stewards and alternates and grievance committee persons to represent the Union and the employees covered by this Agreement. The Union shall furnish the Library with the names of the stewards and the alternates and the grievance committee persons and will notify the Library of any changes.

Section B. The authority of the stewards or alternates and grievance committee persons so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances shall be in accordance with the provisions of this Agreement. If both parties agree that it is necessary for stewards or grievance committee persons to perform any of such duties during his/her working time, the steward or grievance committee persons shall be released from work by his/her superior as soon as convenient to the Library and only to the extent necessary to make his/her investigation and for conferring with the Library's representative.

2. The transmission to the Library's representative of messages and information which shall originate with and are authorized by the Union or its officers and stewards.

3. Otherwise the steward or grievance committee person shall be required to perform his/her duties in the same manner and to the same extent as other employees.

Section C. Any settlement of a question by the steward or grievance committee person and the supervisor of an employee involved in a dispute shall be reviewable by the Library and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

Section A. A grievance shall mean a dispute growing out of enforcement and/or interpretation of the terms of and conditions of this "CBA".

Section B. It is recognized that from time to time problems may arise as to the meaning, interpretation or application of any of the provisions of this Agreement. An initial effort to settle such differences informally should be made between the grievant and his/her supervisor. Failing such informal resolution, the matter shall be addressed utilizing the procedure outlined below.

Section C. A Grievance may be initiated at the request of an employee or group of employees, or by the Union on behalf of itself or any covered bargaining unit employee(s).

Section D. A failure to respond at any level within the time limits provided herein, shall be deemed a denial of the grievance at that step.

Section E. When submitted in writing, a grievance shall contain a statement of the nature of the dispute, the Articles alleged to have been violated, the remedy being sought by the Union for settlement, the date of the alleged dispute, controversy or issue and be signed by the grievant.

**STEP ONE:**

Within the fourteen (14) calendar days following the event giving rise to the dispute, the aggrieved employee(s) and the Steward, if the matter was not resolved informally, shall present the grievance in writing to his/her immediate supervisor. Such supervisor may question other employees or discuss the matter with other supervisors but shall, in every case, render his/her decision in writing to the aggrieved employee(s) and the Steward within eight (8) calendar days of receiving the grievance.

**STEP TWO:**

If the matter is not resolved at Step One, the Union has eight (8) calendar days to advance the grievance to the Library Director. This appeal shall set forth the issue, the remedial action sought and include a copy of the original grievance and the supervisor's decision.

The Director shall meet with the grievant(s) and the Steward to discuss the matter, and may confer with the supervisor and any others who may be able to assist in resolving the matter. Within fourteen (14) calendar days following the receipt of the appeal, the Director shall issue his/her decision in writing to the Steward.

### STEP THREE:

If the matter is not resolved at Step Two, the Union may submit a request, through the Director, to the Personnel Committee of the Library Board of Trustees for a hearing, which shall take place within fifteen (15) calendar days of the request being received by the Personnel Chairman.

At the hearing, the Committee shall review all documents in the matter, hear relevant witnesses, as either party or the committee may request. Following the hearing, the committee shall make a recommendation to the Library Board of Trustees which shall act on same at its next regularly scheduled public meeting, or within 45 days of submission of the grievance for their consideration, whichever comes first.

a. All time elements established above shall be strictly enforced and failure of the Union to act within the stated time shall be construed as a withdrawal of the grievance. Failure of the supervisor or the Library Director to act within the appointed time shall constitute a denial of the grievance at that particular Step and the grievance may then advance to the next step.

### STEP FOUR: ARBITRATION

If the decision of the Library Board of Trustees after Step Three is not satisfactory to the Union, the Union shall have the right to submit the unresolved issue to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission (PERC). The arbitrator shall have full power to hear the issue and render an AWARD. Such AWARD shall be final and binding upon the Parties, including the affected employee(s).

a. If the Union elects to proceed to arbitration, the Union must file for arbitration with PERC within thirty (30) calendar days of the disposition by the Library Board of Trustees or the expiration of time for disposition at Step Three or the grievance shall be deemed withdrawn and settled on the basis of the last answer provided.

b. It is the intent of the parties that no matter in dispute that is subject to the jurisdiction of the New Jersey Civil Service Commission may be submitted to Arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to the jurisdiction of the New Jersey Civil Service Commission.

c. This grievance procedure may be utilized to appeal a Minor Discipline of five days suspension or less. Exception: A discipline which does not result in loss of pay may be grieved to the Library Board of Trustees only.

d. The arbitrator shall have no authority to modify, add to or subtract from the terms of the Agreement. All Arbitrations, including the time period for the Arbitrator to issue an AWARD, shall be conducted under the applicable PERC rules. The proper fees and expenses of the Arbitrator, and any administrative fees applicable under PERC regulations, shall be borne equally by the parties.

e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and shall 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 or alter in any way the provisions of this Agreement, or any amendment or supplement thereto.

f. The parties agree that only one issue shall be placed before one arbitrator at any time. An arbitrator will be permitted to hear multiple issues only upon the mutual agreement of the parties.

g. It is agreed only the Union shall have the authority to advance an unresolved dispute to Arbitration, and that no member of the bargaining unit covered by this Agreement shall have the power to invoke Arbitration outside the procedures of the Local Union.

## **ARTICLE V** **MANAGEMENT RIGHTS**

Section A. The Library 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 by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time may be determined by the Library.
2. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to contract out for goods or services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Library and, after advance notice thereof to the employees, to require compliance by the employees is recognized.
4. To hire all employees and, subject the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer all employees.
5. To suspend, demote, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off employees in the event of a lack of work or funds or other conditions where continuation of such work would be inefficient and nonproductive or for other legitimate reasons.
7. The Library reserves the right to lay off with regard to all other conditions where continuation of such work would be inefficient or nonproductive or for other legitimate reasons.

8. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Library, the adoption of policies, rules, regulations and practices and the furtherance thereof, use of judgment, discretion in connection therewith, shall be limited only to the specific express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

Section B. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibility, and authority under any national, state or local laws or regulations.

Section C. Disagreements arising from this Article shall be subject to the grievance procedure.

## **ARTICLE VI** **WORK WEEK and WORK HOURS**

Section A. The work week for full-time Library employees covered by the bargaining unit is thirty-five (35) hours.

Section B. From time to time, it may be necessary for employees to work overtime. Overtime is defined as time worked in excess of forty (40) hours per week.

Section C. Each employee is required to complete a time sheet on a daily basis and to submit the same to his/her supervisor at the time established for each pay period. Time sheets must truly reflect hours worked or reasons for not working (sick, vacation, etc.) through the date of submission. All overtime must be indicated. It is understood that the above timekeeping procedure may be altered by the Library's implementation of a time clock.

Section D. Any employee on approved leave will not be credited time in his/her leave bank if the Library is closed due to inclement weather. Inclement weather shall generally be interpreted as, but not limited to, three inches (3") of snow.

## **ARTICLE VII** **SALARIES**

Section A. Employees shall receive salary or wage increases as provided below. The increases for 2018 will be paid retroactively to anyone who was on Staff except for those who have been terminated for cause.

Effective July 1, 2018 - 3.00%  
Effective July 1, 2019 - 3.00%  
Effective July 1, 2020 - 3.00%

Section B. The purpose of establishing salary ranges is to ensure equal treatment of all employees in similar titles and positions. It is the intent and purpose of the parties to see that each and every covered employee is within the salary range and that there are no deviations therefrom.

Section C. Each employee (including new employees) shall receive his/her annual salary increase effective July 1 of each year, unless negotiated otherwise.

Section D. The Library, as the appointing authority, reserves the right to take into consideration education and experience and may place a newly-employed or newly promoted employee at a higher salary range provided that the reason for the action shall be embodied in the resolution of appointment.

Section E. In the case of promotion, the employee promoted shall earn at least \$400 higher than the rate at which the employee was compensated prior to the promotion.

Section F. New hires shall not earn a wage greater than the lowest paid employee in that title with similar education and experience as determined by the Library as of the hiree's date of employment.

Section G. The Library Board of Trustees reaffirms its right to establish the salary ranges for all positions within its Table or Organization (ARTICLE I. SECTION D), except that in any case where there may be one or more employees serving in a particular title, the range for such title may not be reduced without agreement reached through collective bargaining negotiations with the Union.

Section H. Salary payments shall be made to employees every two weeks (26 pays per year) beginning with the first Friday in January whose date shall fall between the 11<sup>th</sup> and the 17<sup>th</sup> inclusive and the last pay shall be on the 31<sup>st</sup> of December or the last previous working day of the year.

## **ARTICLE VIII** **WORKING IN A HIGHER TITLE**

In the event an employee is assigned temporarily to a higher title and a higher paying position, which position at that time is occupied, such employee will be paid 75 percent (75%) of the difference between his/her base salary and the base salary for the higher paying position. In the event any employee is assigned temporarily to a higher title and a higher paying position, which position at that time is not occupied, such employee will be paid the full difference between his/her base salary and the base salary for the higher paying position. An employee shall be entitled to such differential at any time that he/she works in the higher title for all or part of forty-five (45) consecutive days, and such differential shall be retroactive to the first of such days.

**ARTICLE IX**  
**TEMPORARY LEAVE WITH PAY**

Section A.           Personal Leave

All full-time employees shall be entitled to five (5) Personal Days per year, effective January 1<sup>st</sup> of each year, which days may be taken at the mutual convenience of the employee and the Library. Part-time employees shall be entitled to a pro-rated number of Personal Days. Employees are encouraged to arrange for such Personal Days in advance when there is a foreseeable need so that adequate coverage may be scheduled at the Library, however, emergency requests made on a call-in basis shall not be unreasonably denied. The employee is not required to state the reason he/she requires a Personal Day, except to substantiate an emergency request. Personal Days are not intended to be added to vacation time to extend such leave. Personal Days may be used in one-half (½) day increments.

A grievance alleging an unreasonable denial shall be initiated at Step Three of the process outlined in ARTICLE IV – GRIEVANCE PROCEDURE.

Section B.           Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be entitled to up to five (5) days leave with pay. Immediate family is defined to mean a parent, step-parent, spouse, civil union partner as defined by State Law, child, or sibling. An employee who suffers the loss of a grandparent, grandchild, parent-in-law or non-relative for whom the employee holds a legal power of attorney shall be entitled to up to three (3) days leave with pay.

Section C.           Jury Duty

An employee called for jury service shall receive full pay during such service, subject to the employee providing proof of service.

Section D.           Seminars and Conventions

1.       Subject to prior approval by the Library Director, the Library agrees to allow temporary leave with pay to employees for the purpose of attending seminars and conventions. The decision of the Director shall be final and shall not be subject to the grievance procedure.

2.       Staff who attend library-related meetings under Library authorization shall be reimbursed accordingly to the following schedule:

Use of personal car	Prevailing IRS rate
Breakfast	Up to \$ 8.00
Lunch	Up to \$ 12.00
Dinner	Up to \$ 25.00

Where an overnight stay or stays are involved, mid-price accommodations are to be selected.

Where transportation is by other than personal car, coach accommodations are to be selected.

Cost of registration or other participation will be paid in full in advance by the Library.

Personnel who attend such meetings are to provide to the Library within thirty (30) days there after a written report on the meetings attended.

## ARTICLE X INSURANCE

Section A. The Employer shall provide for medical, hospitalization and major medical insurance and maintain all coverages and benefits for all eligible employees as provided by the City of Passaic through the State Health Benefits Program. The Employer shall deduct from the pay of employees enrolled in this benefits program the employee contributions for these benefits as required pursuant to P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78 and as maybe enacted or extended by law and/or by regulation.

Section B. The Employer shall provide and pay all premium costs for all eligible employees for a dental insurance plan and maintain all coverages and benefits as provided by the Library on July 1, 1997.

Section C. The Employer shall provide and pay all premium costs for all eligible employees for vision care insurance plan (i.e. eyeglasses and examinations) and maintain all coverages and benefits as provided by the Library on July 1, 1997.

Section D. The Employer shall provide and pay all premium costs for all eligible employees for a prescription insurance plan and maintain all coverages and benefits as provided by the City of Passaic.

Section E. If during the term of this Contract, the City of Passaic unilaterally implements or negotiates a disability insurance plan with other City employees, then the Library shall either seek to enroll all Library employees in such plan with the same benefits as other City employees, or otherwise negotiate said plan with the Union.

Section F. In the event the Employer unilaterally changes the dental or vision plan provider or administrator, the proposed plan and the administration of the plan must provide benefits, coverage, and administration which are equal to or better than those already in effect. The Employer must provide the Union copies of the final plan documents for both the current and proposed plan or administrator not fewer than thirty (30) days prior to any unilateral change.

## ARTICLE XI OVERTIME

Section A. Overtime is defined as time worked in excess of forty (40) hours in any work week.

Section B. Employees whose normal working time comprises fewer than forty (40) hours shall be paid at their regular hourly wage or salary, respectively, unless extra time worked has exceeded forty (40) hours in which case employees shall be credited with compensatory time or paid according to the provisions outlined hereafter.

Section C. Overtime should be worked only at the request of or with the permission of the employee's immediate supervisor. Overtime shall be compensated at one and one-half (1.5) times the employee's normal hourly rate for each hour worked. Said overtime can be taken as compensatory time at the employee's discretion and may be used by the employee at any time subject to the requirements of the Library. Approval to use compensatory time shall be secured in advance and shall be granted unless such granting would create an unacceptable shortage of personnel to service Library patrons.

Section D. No employee shall accrue compensatory time in excess of 70 hours. Should an employee reach 70 hours of accrued and unused compensatory time, he/she will be asked to use some of the time to reduce the banked amount. Should additional overtime be required before the banked amount is reduced, the employee is to be paid at one and one-half (1.5) times his/ her normal hourly rate for each hour worked.

Section E. Compensatory and other accrued time will be utilized on a mandatory, planned, schedule via required coordination with the Library Director.

Section F. Compensatory Time: Every effort will be made to grant Compensatory Leave within six (6) months of the time the overtime hours were worked.

Section G. An employee with accrued and unused compensatory time banked at the time of his/her retirement may request payment in cash for all or part of the time in lieu of taking leave at the rate earned at the time of accrual.

Section H. Should the Library Board of Trustees determine to close the Library due to inclement weather, but require the maintenance personnel to report to work, those employees shall be paid at one and one-half (1.5) times their regular rate of compensation.

**ARTICLE XII**  
**VACATIONS**

Section A. All employees who were on staff prior to January 1, 1997, have earned and shall retain twenty-five (25) vacation days per year.

Section B. All employees hired after January 1, 1997, shall earn vacation leave as follows:

Year 1 (Year of hire)	One day per month
Year 2 (First full calendar year)	12 days
Year 3 and 4	12 days
Years 5 through 10	16 days
Years 11 and thereafter	21 days

Employees hired on or after October 1<sup>st</sup> of any year may not use more than one-half of their vacation time allotment prior to May 1<sup>st</sup> of their first full calendar year of employment.

Section C. Permanent employees receive credit for their annual vacation allotment on the first day of each year. Provisional employees even after the first year of employment continue to earn vacation on a monthly basis and may not utilize unearned vacation time.

Section D. Part-time employees earn vacation time as above, except prorated to reflect the number of hours worked per week. Part-time employees who become full-time employees will receive credit for prior service in calculating vacation time due to their new status.

Section E. Vacation leave may be carried forward for a maximum of one year. Vacation time not used within the prescribed period will be lost, except if vacation leave was denied by the Library Board of Trustees for business purposes. No payment shall be made in lieu of vacation leave.

Section F. An employee who leaves the Library service shall be compensated for all earned vacation days at his/her current rate of pay, except that employees with fewer than six (6) months of service or employees who are discharged for cause shall not receive compensation for unused vacation time.

Section G. All employees desirous of scheduling vacation to be taken after June 1<sup>st</sup> must notify the Director of their request(s) on or before March 1<sup>st</sup> of each year. In the event of a duplication in vacation schedule requests, the Library shall render a determination by seniority as defined by the New Jersey Civil Service Commission. Responses to such requests made by March 1<sup>st</sup> shall be provided by March 15<sup>th</sup>, and once approved, such vacation shall be considered as 'locked in', and may only be canceled by the employee. All other vacation leave requests will be considered on a 'first come, first served' basis, in accordance with the established practices of the Library.

Section H.

1. New, full time employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the

calendar month, and one-half (1/2) working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.

2. After the initial month of employment and up to the end of the first calendar year, new employees shall receive one (1) working day for each month of service.

3. Part-time employees shall be entitled proportionate amount of paid vacation leave.

4. For part-time employees, the prorated benefit will be based upon the number of hours worked. An example of the prorated benefit is provided below:

12 day annual benefit

Weekly hours	10	12	15	19	21	25
Accrued days	3	4	5	6	7	8.5

15 day annual benefit

Weekly hours	10	12	15	19	21	25
Accrued days	4	5	6	8	9	10.5

**ARTICLE XIII**  
**HOLIDAYS**

Section A. Effective January 1, 2008, Library employees shall be entitled annually to the following paid holidays on which the Library will be closed:

HOLIDAYS

New Year's Day	Memorial Day	Day After Thanksgiving
MLK Jr. Birthday	Independence Day	Christmas Eve
Lincoln's Birthday	Labor Day	Christmas Day
Presidents Day	Veterans Day	New Year's Eve at 3:00 PM
Good Friday	Thanksgiving Day	

Section B. Holidays will be scheduled on the same days as observed by the State and Federal governments.

Section C. Part-time employees will only be paid for holidays for which they are scheduled to work.

**ARTICLE XIV**  
**SICK LEAVE**

Section A. Permanent part-time employees shall be eligible for a proportionate amount of sick leave, based on hours worked per week, such days to be credited as of January 1<sup>st</sup> of each year.

Section B. Sick time is intended for use when an employee is ill or when a family member is ill and the employee is required to care for same. Use of sick time for any other purpose is not permitted and shall subject the employee to disciplinary action which may include termination.

Section C. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year and be used if and when needed for such purpose.

Section D. At any time in which an employee is absent due to illness for more than three (3) consecutive days or on more than three (3) days within a twenty-one (21) day period (separate absences), the Library may require a physician's certificate before permitting the employee to return to work or, in the alternative, may require the employee to be examined by the Library's selected physician.

Section E. At any time when an employee has eight (8) or more separate instances of absence due to illness within a twelve (12) month period, the Library may thereafter require certification by the employee's physician verifying the illness (except that in the case of chronic or recurring illness causing recurring absences of one day or less, only one submission of proof shall be required in any six-month period). In no event will an employee be required to provide a doctor's certification for subsequent days of absence for more than twelve (12) months.

Section F. The Library may require proof of illness where an employee is on extended sick leave whenever such requirement appears reasonable. In cases where the employee is absent due to contagious illness or exposure to the same, a certification from the Board of Health shall be submitted.

Section G. In cases where an employee has been absent due to personal illness, the Library may, as a condition of the employee's return to duty, require that the employee be examined by the City Physician or another physician or physicians of the Library's choice and at the Library expense. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

Section H. An employee who reports to work, becomes ill and leaves work will be compensated for the hours worked.

Section I. If an employee is absent due to illness and has exhausted all accrued sick leave, that employee may continue to receive compensation if such employee has available vacation leave or personal leave, until such vacation or personal leave shall also be exhausted.

Section J. Employees who have accrued unused sick leave at the time of

retirement shall receive compensation for the total leave time accrued at the rate of one-half (1/2) employee's compensation at time of retirement, provided, however, that no such payment shall exceed a maximum of \$5,000.00. Payment of such supplemental compensation shall be made in three (3) equal installments with the first to be paid on December 31<sup>st</sup> of the year in which the employee retires and the remaining installments to be paid on October 1<sup>st</sup> of each succeeding year.

Section K. In the case of an employee who dies while employed by the Library, or who shall die after retirement but before receiving the full amount of supplemental compensation due and owing, a lump-sum payment equal to the total amount of such supplemental compensation due and owing shall be paid to the employee's/retiree's spouse or to the estate of the employee/retiree.

Section L. No payment made hereunder shall in any way affect, increase or decrease any pension or retirement benefits due to the employee.

Section M.

1. New, full time employees shall only receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service, Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

3. Part-time employees shall be entitled to a proportionate amount of paid sick leave.

4. For part-time employees the prorated benefit will be based upon the number of hours worked from commencement of employment. An example of the prorated benefit is provided below:

12 day annual benefit

Weekly hours	10	12	15	19	21	25
Accrued days	3	4	5	6	7	8.5

15 day annual benefit

Weekly hours	10	12	15	19	21	25
Accrued days	4	5	6	8	9	10.5

**ARTICLE XV**  
**UNIFORM ALLOWANCE**

Uniform allowance for custodial employees shall be \$100.00 for work shoes.

**ARTICLE XVI**  
**TRAVEL ALLOWANCE**

Section A. Employees who are required to use their own vehicles in pursuit of Library business shall be reimbursed at the prevailing IRS rate.

Section B. Employees who attend Library-related meetings under Library authorization shall be reimbursed according to the following schedule:

Use of personal car	Prevailing IRS rate
Breakfast	Up to \$ 8.00
Lunch	Up to \$12.00
Dinner	Up to \$25.00

Section C. Where an overnight stay or stays are involved, mid-price accommodations are to be selected, unless otherwise authorized in writing by the Employer.

Section D. Where transportation is by other than personal car, coach accommodations are to be selected, unless otherwise authorized in writing by the Library.

**ARTICLE XVII**  
**MISCELLANEOUS**

Section A. No later than January 31<sup>st</sup> of each year, each employee shall receive notification of the following:

1. Number of accrued and unused sick days available at the end (December 31<sup>st</sup>) of the preceding year.
2. Number of vacation days carried forward as of December 31<sup>st</sup> of the preceding year.
3. Number of hours of compensatory time accrued (at the rate of 1.5 times overtime hours worked) as of December 31<sup>st</sup> of the preceding year.

Section B. Working Conditions. In the event of a heating or cooling failure which results in a temperature of less than 60° or more than 82° in any area listed below, that area of the Library shall be closed and staff reassigned until the problem has been resolved. The areas to be monitored under this provision shall be:

Basement	Main Floor	2 <sup>nd</sup> Floor
Reid Main Floor	Reid 2 <sup>nd</sup> Floor	

Thermometers shall be installed in each of these areas to facilitate the monitoring of temperatures.

**ARTICLE XVIII**  
**MAINTENANCE OF OPERATIONS**

Section A. The Union hereby covenants and agrees that during the term of this Agreement neither it nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in a strike (i.e. the concerted failure to report for duty or willful absence of an employee from their position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Library. The Union agrees that such action would constitute a material breach of this Agreement.

Section B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member may be deemed grounds for disciplinary action of such employee or employees.

Section C. The Union agrees that it will make reasonable efforts to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, or supporting any such activity by any other employees or group of employees of the Library or the City of Passaic, and the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and to take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

Section 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 have been 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.

Section E. The Library agrees that it will not engage in the lockout of any of its employees.

**ARTICLE XIX**  
**TERMS OF THE AGREEMENT**

Section A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

Section B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed both parties.

Section C. The Library and the Union understand and agree that all provisions of this Agreement are subject to the laws of the State of New Jersey. In the event that any provision of this Agreement shall be rendered illegal or invalid under the

applicable law or regulation, then the parties agree to reopen negotiations with regard to the impact of such invalid provision consistent with the law relating to negotiations as set forth in N.J.S.A. 34:12a-1.1 et seq. However, all other provisions and applications contained herein shall continue in full force and effect, and shall not be effected thereby.

Section D. No Waiver. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof.

## **ARTICLE XX** **DUES/AGENCY REPRESENTATION FEE**

Section A. The Library agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the local Union to the Library Treasurer who shall remit the same to the Union on a monthly basis.

Section B. Notwithstanding anything to the contrary in this Article, the Library shall have no obligation to make dues deductions until and unless it receives the signed authorization from the employee in accordance with the Union authorization form. The Library shall notify the Union designee of new employees no later than 14 days from the date of hire.

Section C. The Library shall deduct from the pay of all employees covered by this Agreement who are not members of the Union or who have not submitted to the Library written notice authorizing the deduction of dues, fees and assessments from the employee's pay, the maximum amount permitted in accordance with N.J.S.A. 34:13A-5.5 et seq. in lieu of dues and shall forward the amount to the Union on a monthly basis. The Union shall provide the Library with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.

Section D. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the Library which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of the negligence of the Library.

## **ARTICLE XXI** **NON-DISCRIMINATION**

The Union and the Library agree that there shall be no discrimination against any employee on the basis of Union membership or activity, race, color, religion, or lack thereof, creed, ethnicity, national origin, political affiliation or activity, genetic information, sex, gender or gender identity, or sexual orientation.

**SIGNED and SEALED** this \_\_\_ day of \_\_\_, 2018 by the undersigned authorized representatives of the Library and Union.

FOR THE UNION:

*[Signature]*  
[FILL IN NAME]

DATE: 12/13/18

FOR THE LIBRARY:

*Edward Leahy* 11/26/2018  
[FILL IN NAME]

DATE: \_\_\_\_\_

Witnessed by:

*[Signature]*  
[FILL IN NAME]

Witnessed by:

*[Signature]* 11/26/2018  
[FILL IN NAME]  
*Marcos B. Gonzalez*