

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE ASBURY PARK PUBLIC LIBRARY

(BOARD)

AND

ASBURY PARK PUBLIC LIBRARY ASSOCIATION - HELEN BRADLEY LOCAL 1878

(UNION)

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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PREAMBLE

THIS AGREEMENT is reached and entered into this 15th day of August 2012 by and between the ASBURY PARK PUBLIC LIBRARY BOARD OF TRUSTEES ("Board") and ASBURY PARK PUBLIC LIBRARY EMPLOYEE ASSOCIATION - HELEN BRADLEY LOCAL 1878 ("Union").

This agreement has as its purpose the promotion of harmonious relations between the parties, the establishment of an equitable and peaceful means of resolving any misunderstandings or differences which may arise, and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The Library and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

This Agreement represents the complete and final understanding on all issues subject to collective bargaining between the Board and the Union for the period January 1, 2012 through December 31, 2014.

4. To suspend, demote, terminate or take any other disciplinary action for good and just cause according to law, or to lay off employees in the event of a lack of work or funds or under conditions where continuation of such work would be inefficient;
5. To establish and enforce a code of policies, rules, and regulations of the Library for the operation of the Library;
6. To take whatever action may be necessary to carry out the mission of the governing body in cases of emergency; and,
7. All other management rights as stated in the balance of the Agreement.

B. The parties understand that the Board, not the employees possesses both the authority and the responsibility for managing the library as provided by law. Nothing herein shall be construed to deny or restrict either party of, or in its rights, responsibilities under N.J.S.A. Title 11, 34, 40 and 40A or any other national, state, county or other applicable law.

C. The parties understand that the City of Asbury Park is a "Civil Service" municipality and is subject to the applicable rules and regulations of the N.J. Department of Personnel which extend also to the employees of the library.

D. All rights, powers and authority not specifically restricted by this Agreement are retained and remain exclusively and without limitation within the right of management. The Union, on behalf of the employees, recognizes that the primary obligation of the Asbury Park Public Library is to serve the public. Consequently, the Union and the Board agree to cooperate to mutually attain and maintain full efficiency and maximum service.

I. The Board agrees that no salary increase or other benefits shall be given to any member of this bargaining unit without negotiation between the Board and the Union. This said provision is subject to, conditioned upon, and in accordance with, any and all applicable New Jersey State Statutes, Civil Service laws and regulations, and New Jersey Department of Personnel rules and regulations.

ARTICLE 4 - UNION SECURITY, DUES, AND AGENCY FEES

A. Inasmuch as the membership of the Union have determined that the local can operate for the foreseeable future without the need to impose and collect dues, sections B, C, and D, of this Article, infra, will not be implemented upon ratification. However, the Union reserves the right to put said sections into effect whenever it deems necessary.

B. Union Security. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed they have the chance to join the Union after their thirtieth (30th) day of employment. At such time, if an employee chooses not to join the Union he or she will pay the Union a representation fee. The Board will notify the Union of any newly hired employees within thirty (30) days of their starting date. In the event of a change in the law during the term of this Agreement the Board agrees that the Union will be entitled to receive the maximum security allowed by law.

C. Dues. The designated Union shop steward(s) shall collect voluntary monthly dues in the amount of 1.00% of gross pay, or such other amount as may be determined by the Union, from all employees within the bargaining unit. Said remittance shall be made by the 15th day of the month following the calendar month in which such dues are requested along with a list of the names, titles,

this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employee on behalf of the Union.

ARTICLE 7 – PROBATIONARY / TRIAL PERIOD

- A. All newly hired employees shall be subject to a trial/probationary period of ninety (90) working days.
- B. The purpose of said trial period is to enable the Board to evaluate the employee's work performance, conduct, and suitability for the position in order to determine whether the employee merits permanent employment status.
- C. If, at any time during or at the end of the probationary period, the conduct and/or performance of the employee are found by the Board to be unsatisfactory, the Board may terminate the employee. The decision of the Board regarding the termination of such employee shall be final and not be subject to the grievance procedure.

ARTICLE 8 – EMPLOYEE RULES AND REGULATIONS

- A. The Board has heretofore established reasonable and necessary work rules and regulations for the conduct of employees in accordance with N.J.S.A. 40:54-12. Such rules shall be applied and enforced in a uniform manner. Copies of rules and regulations shall be posted for the information of all employees covered by this Agreement and sent to the Union upon request.
- B. The Board agrees that the application of existing rules and regulations are subject to the grievance procedure and that proposed new rules and changes to existing rules governing working conditions shall be negotiated with the Union.

Time after thirty-five (35) hours per week at one and one half (1 ½) times the employee's regular hourly rate, or compensatory time at the rate of one and one half (1 ½) hours at the discretion of the director or his designee who shall however give consideration to the employee's preference.

2. General Provisions. After a thirty-five (35) hour work week, overtime to employees shall be administered as follows:

a. All time in excess of regular daily working hours shall be deemed overtime;

b. All time worked on scheduled days off shall be deemed overtime;

c. If any employee has taken vacation time but has worked due to scheduling changes, emergencies, or other reasons deemed appropriate by the Library Director, time worked shall be deemed as overtime; and,

d. Employees shall not be discriminated against with regard to overtime. Overtime shall be distributed equally according to the circumstances in which overtime may be warranted and the availability of individual employees.

ARTICLE 10 - LUNCH PERIODS AND REST PERIODS (BREAKS)

A. Library employees shall be entitled to a meal period of not more than one (1) hour for each full day of work. A full-day of work consists of eight (8) or more hours.

B. A lunch period or break may not be used to cover an employee's late arrival or early departure.

Thanksgiving Eve
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

B. In addition, specific non-holiday closings are scheduled to occur before certain national holidays that fall on Mondays so that library employees get the same long weekends enjoyed by other municipal employees on these holidays. These include but are not limited to the Saturday before Martin Luther King Jr. Day and the Saturday before Columbus Day.

C. In weeks having a non-holiday closing employees work a regular thirty-five (35) hour week. In weeks having a holiday closing employees work a reduced schedule of twenty-eight (28) hours. The library is closed to the public on all holidays. Any employee who in an emergency must work on a holiday will be compensated at the overtime rate of pay or compensatory time.

ARTICLE 12 - VACATION LEAVE AND CARRY OVER

A. An employee shall be granted vacation as earned in each full calendar year without loss of pay. The vacation year shall run from January 1st through December 31st of the calendar year.

B. The employee shall have the right to determine when she/he will take vacation time subject to the library director's approval, which shall not be unreasonably denied. When conflicts between employees occur on the selection of vacation time, preference will be given according to the employee's seniority.

ARTICLE 13 - SICK LEAVE AND CARRY OVER

A. Defined. Sick leave is absence from duty of an employee because of (a) illness or injury resulting in an employee being unable to perform the duties of his/her position, (b) accident, (c) exposure to contagious disease, (d) employee's care of a family member whose illness requires such attendance, and, (e) scheduled medical, dental, treatment, testing, and therapy appointments. Members of a family are defined as those resident in the employee's household.

B. Amount. Employees shall be granted sick leave with pay of one (1) working day per month during the first calendar year of employment and twenty (20) working days in each calendar year thereafter. Unused sick leave shall accumulate without limit. Sick leave may be used and shall be accounted for in one hour increments.

C. Documentation. Physician's certificates, reports, and other documentation as necessary may be required from employees at the discretion of the library director or his/her designee.

D. Notification. An employee absent on sick leave shall inform the library at the earliest opportunity, before the beginning of the working day, or the night before, whenever possible. Failure to give timely notice of the use of sick leave is cause for disciplinary action. Absence without notice for any reason for five (5) consecutive days shall constitute a resignation.

2. the placement of a child with the employee in connection with adoption of such child by the employee; or
3. the serious health condition of an immediate family member of the employee;
 - a. "family member" means child, parent, spouse, or domestic partner;
 - b. "serious health condition" means an illness, injury or impairment, or physical or mental condition which requires:
 - 1). inpatient care in a hospital, hospice, or residential medical facility; or
 - 2). continuing medical treatment or continuing supervision by a health care provider.

E. An employee shall be entitled to take family leave on a reduced leave schedule in the case of a family member with a serious health condition. "Reduced leave" means a non-consecutive leave of up to the equivalent of six (6) workweeks which is taken in increments of not less than one (1) workday, but not more than one (1) workweek at a time. Pay and benefits will be adjusted according to the number of hours worked.

F. During a family leave, the Board shall pay for health insurance benefits under the same conditions coverage would have been provided if the employee had continued his/her employment.

ARTICLE 17 - MATERNITY LEAVE

A. Maternity leave is to be regarded as leave without pay and the bargaining unit member shall be entitled to all considerations and benefits associated with such leave. During this leave of absence, the Board will

A. An employee who is called to jury duty shall immediately notify the Library Director and/or Library Supervisor. An employee who is excused from jury duty service on any day shall report for work on such day.

B. An employee shall not be required to report back for work on any day he/she is in attendance at Court for jury duty service, regardless of the employee's shift.

C. The Board agrees to pay the employee regular wages in addition to jury duty service fees paid by the Court, exclusive of travel or expense compensations.

ARTICLE 19 - MILITARY LEAVE

A. All full-time employees covered by this Agreement who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training shall be granted a leave of absence in accordance with applicable State law.

B. If the military pay received by the employee is less than the regular Library pay received by the employee for the period of military leave, the Board hereby agrees to pay the difference between the regular Library salary and the military pay.

C. In order for an employee to be eligible for military leave he/she must:

1. Submit a request for such leave no later than two (2) weeks prior to the effective date of such leave.
2. Include in the request for leave a statement provided by the military indicating what the employee's pay for the period of military service will be.

B. Effective January 1, 2012 across-the-board increases in base pay shall be administered as follows:

<u>Title</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Library Assistant	\$24,651	\$25,651	\$26,651
Children's Librarian	38,777	39,777	40,777
Senior Maintenance Worker	40,141	41,141	42,141
Technician – Management Information Systems	44,018	45,018	46,018
Library Director	72,161	73,161	74,161
Library Assistant, Part-time	\$7.25/hour	\$8.25/hour	\$9.25/hour

ARTICLE 23 - HEALTH INSURANCE

A. Every employee shall be supplied with a written and oral explanation of health coverage, and existing coverage shall continue, all premiums paid by the City of Asbury Park. Coverage, benefits and option programs shall be the same as provided to all city employees.

ARTICLE 24 – PENSION BENEFITS

The City of Asbury Park shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey Division of Pensions and Benefits.

1. STEP ONE – VERBAL REVIEW. Within ten (10) working days of the incident the shop steward shall request a meeting with the Library Director for the purpose of verbally presenting the issue and engaging in discussion intended to solve the matter informally. The Library Director shall schedule this Step One meeting as quickly as reasonably possible.

2. STEP TWO – PRESENTATION AND RESPONSE TO WRITTEN GRIEVANCE. If the matter in question is not satisfactorily resolved during the meeting required in Step One, the Union shall present a written grievance to the Library Director in accordance with the requirements outlined in this contract article. The Library Director shall have five workdays to present a written response to the Union shop steward. The union shall then have five workdays to accept the written response or submit a written appeal to the Board of Trustees or designee which shall be heard at Step Three.

3. STEP THREE – Within ten (10) days of appeal, a decision is to be made as to whether the entire Board, a standing committee or an ad hoc committee is to sit for the purpose of hearing and considering the appeal. The group selected to hear the appeal should set a date and time for the hearing. Every responsible effort should be made to conduct the hearing within fifteen calendar days of the written appeal. The Board or the Chairperson of the committee assigned to hear the appeal and the business representative of the Union shall agree upon the format and conduct of the hearing. Within ten working days of the hearing the Library Director shall present a written response to the Union business representative. The Union shall have two weeks from the date of the written response to accept it or submit the grievance to the New Jersey State Public Employment Relations Commission for assignment of an arbitrator. If the Union elects to submit the matter to the Commission they shall simultaneously notify the Library Director.

ARTICLE 27 - SEVERABILITY AND SAVINGS CLAUSE

A. If any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court pending a final determination as to its validity, the remainder of the Agreement and any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with the enforcement of has been restrained, shall not be affected thereby.

B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Board or the Union for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

C. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 28- ENTIRE AGREEMENT

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the

ARTICLE 30- SIGNATURES OF RATIFYING PARTIES

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FOR THE BOARD OF TRUSTEES OF THE ASBURY PARK PUBLIC LIBRARY

x *Frank D'Alessandro*

Frank D'Alessandro, President



FOR THE ASBURY PARK LIBRARY ASSOCIATION, HELEN BRADLEY LOCAL 1878

x *Malakia Oglesby*

Malakia Oglesby, President Pro-Term

DATE

AUG 15 2012