

Contract no. 573

A G R E E M E N T

Between
THE BOARD OF TRUSTEES OF THE
FREE PUBLIC LIBRARY OF BAYONNE, NEW JERSEY

and

LOCAL 2261, affiliated with COUNCIL 52
of the AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE: January 1, 1989 through December 31, 1991

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. Box 112
LIBERTY CORNER, N.J. 07938

APRUZZESE, McDERMOTT,
MASTRO & MURPHY, P.A.
A Professional Corporation
Somerset Hills Corporate Ctr.
25 Independence Boulevard
Liberty Corner, New Jersey 07938
(908) 580-1776

INDEX

		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	2
III	A. UNION SECURITY	4
	B. CHECK-OFF	5
IV	UNION REPRESENTATIVES & VISITATION	6
V	EQUAL OPPORTUNITY	7
VI	DISCIPLINE AND DISCHARGE	7
VII	GRIEVANCE AND ARBITRATION PROCEDURES	8
VIII	WORKING RULES AND PROVISIONS	12
IX	HOURS OF WORK	13
X	SENIORITY	15
XI	OVERTIME	16
XII	CALL-IN AND REPORTING PAY	18
XIII	HOLIDAY CALENDAR	18
XIV	VACATIONS	20
XV	PERSONAL LEAVE	23
XVI	LEAVES OF ABSENCE	24
XVII	LONGEVITY	26
XVIII	UNIFORMS	27
XIX	TERMS OF AGREEMENT	27
XX	SICK LEAVE	30
XXI	SEPARABILITY	33
XXII	CONTRACT ALL INCLUSIVE	33
XXIII	DURATION OF AGREEMENT (3 Years)	33

A G R E E M E N T

PREAMBLE

This Agreement made this day of
in the year of our Lord One Thousand Nine Hundred and Ninety-One,
by and between The Board of Trustees of the Free Public Library
of Bayonne, New Jersey ("Library") and Local 2261, affiliated
with Council 52 of the American Federation of State, County and
Municipal Employees, AFL-CIO ("Union").

WITNESSETH:

WHEREAS, it is the desire, intent and purpose of the parties
hereto that this Agreement shall promote and improve their
relations and make them harmonious, and to provide for the
conduct of the Library's business under methods which will
further to the fullest extent possible service to the public,
economy and efficiency of operations, and the avoidance of
interruption of library services, and;

It is also the intent of the parties that this Agreement
shall make provision for salaries, hours, working conditions and
the adjustment of grievances so that at all times there shall be
an orderly and expeditious consideration and settlement thereof,
all of which shall constitute the conditions under which the
employees in the bargaining unit shall work for the Library
during the term of this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants,
undertakings, terms and conditions herein contained, it is hereby
mutually agreed by and between the parties hereto as follows:

ARTICLE I

RECOGNITION

Section 1. The Library recognizes the Union as the sole and exclusive collective negotiating representative for all permanent employees employed by the Library, pursuant to Title 11 of the New Jersey statutes (and regulations thereunder), in the following titles: Senior Librarian, Junior Librarian, Senior Library Assistant, Junior Library Assistant, Junior Library Clerk, Senior Maintenance Repairer, Maintenance Repairer, Building Maintenance Worker, Heating and Air Conditioning Operator and guards. Excluded from the just described negotiating unit are: Library Director, Assistant Library Director, confidential employees, supervisors, students and all other employees.

Section 2. The Library further agrees that it will not, during the entire term of this Agreement, recognize, negotiate collectively with, or enter into contractual relations, either written or oral, with any other labor organization, with respect to the negotiating unit covered by this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. It is recognized that there are certain functions, responsibilities and management rights exclusively reserved to the Library, among which are, but without limitation, the direction and operation of the Library, the determination of the number and location of its facilities, the curtailment of

services, the partial or complete closing of facilities, the number and size of departments, the services to be offered, the types of work to be performed, the schedules of services, the methods, processes and means of providing library services and support operations, the equipment to be used, and the making and enforcing of reasonable rules and regulations for the Library's operations and the discipline and safety of employees. None of the rules and regulations so formulated, or as changed from time to time, shall be inconsistent with this Agreement. If a change in the rules is proposed by the Library, notice shall be given to the Union's Library Representative seven (7) days before its effective date, during which time the Union may, if it so desires, meet and discuss such changes with the Library's designated representative, unless an emergency exists - in which case, the spirit of the above shall be honored.

All such rules and regulations shall be posted by the Library and observed by the employees.

The rights of the Employer to schedule shifts and hours of work and to assign the work of employees is also recognized as within management's rights except as otherwise provided or limited by any applicable provision of this Agreement or by law.

Section 2. The Library shall have the exclusive right to hire its employees from any direct source it desires consistent with Civil Service requirements. The appointment, assignment, promotion, demotion, transfer, discharge or discipline for just cause and temporary and/or permanent layoff of employees are the

sole function of the Library, except as may herein otherwise be provided or limited by any applicable provision of this Agreement or by law.

Section 3. The Library retains and may exercise all rights, powers, duties, authorities and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and the United States of America.

Section 4. The Library reserves the right to manage and control all of its facilities and to observe and obey all referenda, statutes enacted by the Legislature, and decisions rendered by the courts of the State of New Jersey.

ARTICLE III

A. UNION SECURITY

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and

assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

B. CHECK-OFF

Section 1. The Library agrees to deduct the monthly dues for Union membership from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Library by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received in writing by certified mail by the Library and the Union by July 1st or January 1st, and filing of notice of withdrawal shall be effective to halt deductions as of July 1st or January 1st next succeeding the date on which notice of withdrawal is filed.

Section 3. The Union agrees that it will indemnify and save harmless the Library against any and all actions, claims, demands, losses or expenses (including reasonable attorneys'

fees) in any matter resulting from action taken by the Library at the request of the Union under this Article.

ARTICLE IV

UNION REPRESENTATIVES & VISITATION

Section 1. Members of the bargaining unit may designate two of their number as Union delegates to act as their representative in discussions with the Library. After such selection is made, the Library shall be notified in writing by the Union of the ' delegates' names. No employee shall act as a delegate until his/her name has been certified in writing by the Union to the Library Director. It is understood that this arrangement is essentially that of a principal delegate and an alternate so that normally only one at a time need be involved in Union business.

Section 2. Normally, Union business should be conducted on non-working time and in non-working areas. However, if there is no other reasonable alternative, the delegate may investigate grievances or conduct similar Union business on working time, but such is not to take place in the presence of the public, nor interfere with Library service or functions.

Section 3. A designated, non-Library employee representative of the Union may visit the Library for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. This right shall be exercised reasonably. The Library shall be notified in writing by the Union of individual so designated. Such visit shall not interfere with Library

services and functions. Discussions between employees and the Union representative shall take place outside the presence of the public. The representative of the Union shall notify the Library Director of his/her presence on the premises.

ARTICLE V

EQUAL OPPORTUNITY

Section 1. The Library and the Union agree to continue their policies of not discriminating against any employee or applicant for employment because of race, creed, color, national original, age or sex, or because of the employee/ applicant is or is not a member of the Union.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 1. Discipline - Disciplinary action or measures shall include the following:

- Oral Reprimand
- Written Reprimand
- Suspension Without Pay
(notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Discharge - The Employer shall not discharge any permanent employee without just cause. Except where violence and/or the health and safety of other employees may be involved, the Employer shall give the Union five (5) working days' notice of the intention to discharge an employee, and during that time the Employer may suspend the employee without pay. During such five (5) days the two sides shall meet to try and resolve the case. If discharge takes place, the Union and the individual' will be given a written reason for discharge and the grievance procedure may be invoked.

The Union shall have the right to take up a suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

Section 3. Effective January 1, 1991, the personnel file of each employee will be cleared of any disciplinary matters except gross misconduct if the employee has one full calendar year without any disciplinary notices.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. A grievance means a dispute between the parties concerning the application, meaning or interpretation of this Agreement. The grievance must be initiated within twenty (20) working days of the event giving rise to the grievance or within twenty (20) working days of its discovery through due diligence.

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P.O. BOX 518

LIBERTY CORNER, N.J. 07906

Unless filed within the time provided, such grievance shall be deemed abandoned.

STEP 1. The grievance shall be in writing, signed by the grievant and shall state the provisions of the contract allegedly involved. The grievance shall be discussed between the designated Union representative and the Library's designated first step representative or representatives within five (5) working days at a time mutually agreeable to the parties. A written answer to the Union shall be made by the Library's first step representative within two (2) working days from the date of discussion.

STEP 2. If the grievance is not settled at Step 1 the same shall be submitted in writing, signed by the grievant. It shall set forth the facts supporting the grievance and shall be submitted, within five (5) working days after the answer in Step 1, to the Director or any person designated by him/her. The answer to such grievance shall be made in writing, to the designated local Union representative (with a copy to the Union's District Council) within five (5) working days of its submission.

STEP 3. If the grievance is not settled at Step 2, then the Union shall have the right to submit the grievance in writing to the Library Board of Trustees within seven (7) working days after the answer in Step 2. After the grievance is presented, a meeting will be held between a representative of the Board of Trustees, the Union's designated representative, the grievant,

and a representative of District Council 52, AFSCME in an effort to resolve the grievance. The meeting shall take place after the submission and before the answer is due. The answer to the grievance shall be made in writing to the Union and the grievant, within thirty-one (31) days after submission or within seven (7) days after the monthly meeting of the Board's Personnel Committee, whichever comes first.

Reference to "working days" in this Article shall exclude, Saturdays, Sundays and paid holidays.

Section 2. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, sympathy strikes, slowdowns, mass resignations or mass absenteeism, sick-outs, picketing or other similar concerted action which would involve suspension of or interference with work. The employer shall not lockout its employees during the term of this Agreement. Employees not scheduled to work may maintain an informational picket, but scheduled employees must report and perform their work.

Section 3. In any grievance or dispute involving the construction of Statutes, either party may proceed in the appropriate court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

Section 4. If the grievance is not settled at the conclusion of Step 3 and in the event the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, the

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
10 INDEPENDENCE BOULEVARD
P.O. BOX 112
LIBERTY CORNER, N.J. 07938

Union shall have the right to submit such grievance to arbitration. In no event may an employee or the Union, on his behalf, pursue his claim under both Civil Service procedures and arbitration.

Section 5. If the grievance is not settled at the conclusion of Step 3, then it may be submitted to binding arbitration by either party provided notice in writing of the intent to do so is given to the other party within ten (10) working days of the decision in Step 3. No later than ten (10) working days after giving written notice of an intention to arbitrate, the moving party must submit a written request to the State Board of Mediation or PERC for the appointment of an arbitrator pursuant to agency procedures. A copy of the moving party's written request must be simultaneously served on the Library Director.

Section 6. The arbitrator shall have full power to hear the dispute and he shall make a written determination on the grievance which gave rise to the dispute. The decision of the arbitrator shall be final and binding on the Library, the Union and the employees involved. The cost of arbitration shall be borne by the Library and the Union equally. Arbitration shall be equally available to the Library.

Section 7. Each grievance will be arbitrated separately and by a different arbitrator except, pursuant to mutual agreement, where grievances are of a similar nature. The arbitrator shall have no power to add to, subtract from or modify this Agreement.

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. Box 112
LIBERTY CORNER, N.J. 07908

Section 8. Failure to comply with the provisions of this Article shall make the last decision of the Library final and conclusive on said grievance. All steps of the grievance procedure must be followed faithfully by the Union as a pre-condition to arbitration.

ARTICLE VIII

WORKING RULES AND PROVISIONS

The Library may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and not be inconsistent with the terms of this Agreement.

The Library agrees to grant salary increments to all eligible employees in the absence of substantial reasons to the contrary, e.g., habitual absenteeism, extended leaves of absence without pay, prolonged non-service connected sick leaves, violations of policies, rules, regulations, criminal offenses, and unsatisfactory performance. No increment, longevity or otherwise, shall be withheld unless for good cause and prior notice of no less than two weeks (fourteen days) has been given to the Union. The denial of an increment to any member of the negotiating unit may be appealed through the grievance procedure contained in the Agreement.

The Library agrees that should an employee be assigned to perform duties other than his normal job classification, he/she shall be paid the higher rate of pay should that situation exist, subject to Civil Service Rules and Regulations.

ARTICLE IX

HOURS OF WORK

Section 1. The Library is open to the public six days per week, Monday through Saturday, and on evenings. Accordingly, the Library has the right to assign employees to perform work on Saturdays and on evenings. Such work assignments shall be scheduled in advance by the Director. Absence on a scheduled Saturday or a scheduled evening by an employee shall be made up in those situations where the Library has incurred overtime expense in providing coverage for the absent employee; provided, however, that no make-up is necessary where the employee is absent because of a death in the family (as defined in Article XVI) or because of jury duty. In situations of extended absence where the Library is able to schedule around the absence without incurring overtime expense, make up is at the discretion of the individual(s) involved. In the event of an unscheduled absence by an employee assigned to work either a Saturday or an evening, the Library has the right to reschedule another employee to substitute for the absent employee.

Section 2. Boiler and Air-Conditioning Rooms

Employees will work 2 shifts Monday through Friday, 7 A.M. to 2 P.M. and 2 P.M. to 9 P.M. There will also be a Saturday shift from 7 A.M. to 5 P.M. when heat or air-conditioning is required on Saturdays the Library is open to the public. There will also be a Sunday shift consisting of two consecutive hours, the starting and stopping times of which shall be designated by the

Library's Director. This two-hour Sunday shift is a scheduled assignment and does not constitute a "call-in" as described in Article XI. The Library reserves the right to hire part-time employees in the Boiler and Air-Conditioning Rooms as needs require. The above shifts and shift times may be changed as the needs of the Library warrant. The Library will give the Union one (1) week's notice of its intent to make such change unless emergency conditions require otherwise.

Library Guards and Guards, Public Property

The regular work week will be a five-day week of 40 hours within the period 12:01 A.M. Monday through Midnight Sunday of each week.

Maintenance Personnel

The regular work week will be a five-day week of 40 hours, including a meal period of one hour each day, within the period 12:01 A.M. Monday through Midnight Sunday. Maintenance personnel may be assigned to guard duties at the discretion of the Library Director. In that situation, the Director will give two days notice to the individual where circumstances permit, but failure to give notice is not grounds for refusing the assignment.

Professional and Clerical

The regular work week is a five-day week of 40 hours, including a meal period of one hour each day, within the period 9:00 A.M. Monday through 5:00 P.M. Saturday. Effective December 30, 1991, employees currently working a thirty-five (35) hour workweek will work forty (40) hours per workweek.

Section 3. Schedules of work shall be posted one (1) month in advance. There will be no change in schedules except in the case of emergency (unforeseen circumstances) or where leaves of absence or vacation require. In the event of a change (other than for emergency [unforeseen] reasons), the affected employee and the Union will receive two (2) week's notice. Emergency or unforeseen circumstances include cold weather situations when, because of heating costs, it would be prudent to close the main Library and/or branches at 5:00 P.M.

Each employee shall provide the Library Business Office with a telephone number where he or she may be reached in the event a change in work schedule becomes necessary.

The above description of work hours does not constitute a guarantee.

ARTICLE X

SENIORITY

Section 1. Seniority is as defined by New Jersey Civil Service Rules. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority rights. Any employee who is granted a leave of absence without pay shall not have such leave credited to his seniority.

Section 2. Seniority shall be used for purposes of providing preferential treatment for the most senior employee in the selection of vacations and personal leave days whenever there is a conflict between the preferences of two or more

employees. Shift assignments, building assignments and provisional promotions will be made on the basis of the Library's needs and the skill to immediately and satisfactorily perform the work required without any training. If these criteria are satisfied by two or more employees, seniority will then prevail. Demotions, layoffs, recalls and transfers shall be governed by the provisions of Title II, the New Jersey Civil Service Act and regulations.

ARTICLE XI

OVERTIME

Section 1. All hours worked in excess of forty (40) hours in any work week shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate unless otherwise indicated. For salaried employees working forty (40) hours per week, the hourly rate shall be calculated by dividing 2,080 hours into the employee's current annual salary. For salaried employees working thirty-five (35) hours per week, the hourly rate shall be calculated by dividing 1,820 hours into the employee's current annual salary. Employees who work seven consecutive days in any regular work week shall receive double time for those hours worked on the seventh consecutive day, which are in excess of forty hours worked in that same week. Double time will also be paid for hours worked consecutively in excess of 14 hours. Double time as used above means two times the employee's regular hourly rate.

Section 2. When an employee has been called to work on a scheduled work day and is required to begin that work before his scheduled starting time, he shall be paid on the basis of time and one-half his regular hourly rate for hours worked prior to the scheduled starting time. There will be a minimum of one hour's pay at time and one-half for such early report. Upon beginning his regular work day at the normal starting time, the employee will receive straight time for work performed during regular hours.

Section 3. In the event that an employee is required to remain at work after completion of his regularly scheduled work day, he shall be paid time and one-half his regular hourly rate for each hour worked thereafter, up to and including the fourteenth consecutive working hour, except in the following situation. An employee assigned to the Boiler and Air Conditioning Rooms who is held over at the end of his normal shift (either 7:00 A.M. - 2:00 P.M. or 2:00 P.M. - 9:00 P.M.) will receive the overtime rate upon commencing the eighth consecutive hour, but there will be no recognized lunch or meal period through the entire tour.

Section 4. Overtime work is to be distributed as equally as practicable on a rotation basis beginning with the most senior employee qualified to do the work. If none of the more senior employees accepts the assignment, the least senior employee will be assigned and will perform the work.

ARTICLE XII

CALL-IN AND REPORTING PAY

Section 1. An employee who is called in for work outside of his regular schedule, shall be guaranteed a minimum of four (4) hours pay at time and one-half (1-1/2). Where such duty extends beyond four (4) hours, the employee will be paid for time actually worked at the rate of time and one-half (1-1/2). When an employee is notified to report early for his regular shift or is held over at the end of a shift, such work shall not be considered as a "call-in".

ARTICLE XIII

HOLIDAY CALENDAR

Section 1. The following shall be recognized as paid holidays:

- | | |
|--------------------------|--|
| 1. New Year's Day | 8. Columbus Day |
| 2. Lincoln's Birthday | 9. Thanksgiving Day |
| 3. Washington's Birthday | 10. Day after Thanksgiving Day |
| 4. Good Friday | 11. Christmas Eve (1/2 day) per Section 2 below |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. New Year's Eve (1/2 day) per Section 2 below |
| 7. Labor Day | 14. Veteran's Day |

Section 2. The Library reserves the right to schedule all employees to work three hours on Christmas Eve and three hours on New Year's Eve, except that Library Guards and Guards Public

Property will work full schedules. Professional and clerical employees will work 9:00 A.M. to 12:00 Noon; Maintenance employees, including Heating and Air Conditioning personnel, will work three (3) hours within the 7:00 A.M. - 2:00 P.M. shift as assigned by the Library.

Section 3. Eligible employees shall receive one day's pay for each holiday listed above (except Christmas Eve and New Year's Eve for which they will receive 1/2 day's pay) on which they perform no work. Employees who are required to work on a holiday shall receive one additional day's pay at the regular rate fixed for his classification, except as to Christmas Eve and New Year's Eve in which cases premium pay is allowed only for work performed in excess of the regular schedules described in Section 2 above.

Section 4. If a full holiday (i.e., any one of the above except Christmas Eve and New Year's Eve) falls on a Saturday, it will be celebrated and compensated accordingly on the preceding Friday, and the regularly scheduled Saturday work assignments shall be followed on Saturday. If a full holiday falls on a Sunday, it will be celebrated and compensated accordingly on the succeeding Monday and whatever work has been scheduled for Sunday will be performed as assigned.

LAW OFFICES

RUZIONE, McDERMOTT,
MASTRO & MURPHY
PROFESSIONAL CORPORATION
INDEPENDENCE BOULEVARD
P.O. BOX 112
BERTY CORNER, N.J. 07904

ARTICLE XIV

VACATIONS

Section 1. Vacations shall be based on continuous service.

All permanent employees except as provided in Section 2 shall be entitled to the following vacation: 20 working days after one (1) year's service and for each year thereafter through the completion of fifteen (15) year's service. After fifteen (15) year's service, they will fall under the following schedule in Section 2. Employees who have insufficient service to qualify under the "20 working days vacation after one (1) year's service" formula are governed by the following: an employee hired before April 1 of the current calendar year will accrue vacation at the rate of one (1) day per month of service up to September 1 of that same calendar year, with such accrued vacation to be taken at one time during the June 15 to September 15 vacation period.

Section 2. Effective January 1, 1976, all newly hired maintenance, guards and heating and air conditioning Library personnel shall be entitled to no greater vacation benefits than the following:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to end of first calendar year	1 working day for each month
1 through 5 years	12 working days
After 5 through 10 years	15 working days
After 10 through 15 years	20 working days
After 15 through 25 years	25 working days
After 25 years and over	30 working days.

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P. O. Box 112

LIBERTY CORNER, N.J. 07908

Section 3. All Library personnel hired prior to January 1, 1976 shall continue to be entitled to the present vacation benefits set forth in Section 1 of this Article.

Section 4. For any employee entitled to a vacation of more than two weeks, the additional vacation time due such employee may be assigned other than on a consecutive basis. Employees entitled to four (4) weeks' vacation may split that total into two (2) periods of two (2) weeks each, each of which periods' must be taken within the time provided in Section 6, below, except that the employee may elect to take one of those four (4) weeks outside the normal vacation period described in Section 6. Employees entitled to more than four (4) weeks' vacation may also take that fifth or sixth week outside the normal vacation period. The following conditions shall apply to those taking vacation outside the normal period described in Section 6.

- a. The employee shall give the following notice to the Director depending on when the time is to be taken:

Vacation taken between Jan. 1 and June 15 - one month's notice;

Vacation taken between June 15 and Sept. 15 - notice by March 15;

Vacation taken between Sept. 15 and Dec. 31 - notice by Labor Day.

- b. No vacation requests will be submitted for the Christmas or Easter holiday seasons. The Christmas season is the three week period consisting of the week in which

Christmas falls and the week before and the week after Christmas week. The Easter season is the two week period consisting of the week before and the week after Easter Sunday.

- c. A vacation request may be deferred if, by granting it, the Library would be shorthanded or would lack coverage by qualified personnel.
- d. A "week" means a single continuous period; vacation is not to be taken a day at a time.

Section 5. The Library Director shall prepare a vacation schedule, indicating the number of full or partial vacation periods which may be taken. All vacation selections shall be determined on the basis of seniority (as set forth in Section 2 of Article X) and the operating needs of the individual departments.

Section 6. Unless the needs of the Library, as determined by the Director, require otherwise, the period in which vacations are to be taken shall be:

- a) for professional, semi-professional and clerical personnel - June 15 through September 15;
- b) for maintenance and security personnel - a maximum of two weeks in the period June 15 through September 15; the balance, if any, to be taken at any other time in the same calendar year;

- c) for heating and air conditioning operators - a maximum of two weeks in the period June 15 through September 15; the balance, if any, to be taken during the Spring and/or Fall shutdown periods.

Section 7. One librarian, one library assistant and one person from the Business Office and one maintenance person may be off on vacation at the same time (outside the summer vacation period). In case of conflicting requests within any of these' categories, seniority will govern. The provisions of this Section are a trial arrangement for calendar year 1986. If the Director concludes from this experience that a modification of this arrangement is necessary to meet the needs of the Library and its users, the Director will first discuss with the Union the problem and proposed modification and will give serious consideration to the Union's proposals.

ARTICLE XV

PERSONAL LEAVE

All employees in the negotiating unit shall be entitled to two (2) personal leave days after one (1) year of service. Such leave shall be for the personal use of the eligible employee, and shall not be charged against sick leave with pay nor vacation leave, nor substituted therefor. Personal leave days must be applied for no less than seven (7) days in advance, except in an emergency, of their requested use, and shall not accumulate from year to year. Each employee, however, will be given every opportunity to utilize personal leave during his credit year.

The granting of such personal leave shall not adversely affect the working efficiency of the employee's department or the Library. The Director, in her discretion, shall determine the number of personal leaves to be granted for any particular day. Such requests will not be arbitrarily denied.

As a rule, no personal days shall be taken on Saturdays, during vacation period, or on days when an employee is scheduled for evening duty. The Director may, in her discretion and if compelling reason warrants, grant an exception to this policy.

ARTICLE XVI

LEAVES OF ABSENCE

Funeral Leave: A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the day after the funeral, not to exceed five working days. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents, grandchildren, current mother-in-law, father-in-law, step-sister, and step-brother. Employees of the Jewish faith will be given similar leave.

Military Leave: Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and an unpaid leave of absence shall be granted to the extent required by law.

Unpaid Leave of Absence: A leave of absence without pay may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Paid Leave of Absence - Attendance at Union Conventions: A maximum of one employee, to be selected by the Union, shall be entitled to time off with pay for attendance at the International Union's biennial convention. Advance notice of all such requests for time off will be given to the Library Director. The amount of time off shall not exceed five working days.

Special Leaves of Absence: The Library shall establish regulations which authorize the granting of special leaves of absence with pay or part pay to employees disabled either through injury or illness as a result of, or arising from their respective employment. During such period of disability, employees may elect, if they so desire, to first utilize all or any part of the sick leave accumulated under Section 3 of N.J.S.A. 11:24A-1 et seq. In the absence of such election, leaves of absence provided by this section shall not affect in any manner whatsoever the accumulated sick leave provided under Section 3 of N.J.S.A. 11:24A-4.

Any amount of salary or wages paid or payable to employees because of leave granted pursuant to N.J.S.A. 11:24A-1 et seq. shall be reduced by the amount of any Worker's Compensation award under N.J.S.A. 34:15-1 et seq. made for temporary disability because of the same injury or illness requiring such leave.

Maternity Leave. Maternity leave not to exceed six (6) months without pay, shall be granted at the request of an employee. The employee retains the right to use all accumulated sick time and vacation time prior to taking an unpaid leave.

This leave may be extended for an additional period of up to six (6) months based upon good cause shown which may include medical verification. Approval shall not be unreasonably withheld.

Where continued good cause is shown, which may also include medical verification, application for extension of this leave for a specified period of time may be made.

The City shall determine whether or not such requested extension will be granted, and if granted, the period of time and conditions which will be applicable to such extension. The maximum leave of absence under this section shall not exceed a total of two consecutive years.

ARTICLE XVII

LONGEVITY

It is the intention of this Article to provide longevity payments for two separate groups of employees, i.e., employees who have completed fifteen (15) years of service or more but less than twenty (20), and employees who have completed twenty (20) years of service.

Longevity payments totalling \$800.00 for these specific groups of employees shall be paid in the amounts hereinafter set forth in two installments: beginning of the sixteenth (16th) anniversary \$600.00; beginning of the twenty-first (21st) anniversary \$200.00. Eligibility will be based on continuous service in the employ of the Library and shall be paid on the anniversary date of employment as provided in the schedule contained in this Article.

No employee shall be entitled to receive more than two (2) longevity increments during his employment career with the Library. It is further agreed that employees now in the employ of the Library who have already received longevity increments that are less than provided above under any previous longevity program are eligible to receive the difference between the amount received to date by them and the amount that they would have received had they been eligible under this longevity program. If any employee has not received any longevity increments after completing twenty (20) years of service, such employee shall be entitled to an \$800.00 increment.

ARTICLE XVIII

UNIFORMS

Beginning in 1986 each employee of the Maintenance Department will be provided by the Library with three (3) work shirts and three (3) work pants. The employee will wear such when on duty and will maintain it in a clean and presentable condition.

In addition, the Library will also provide to each employee of the Maintenance Department one (1) pair of work shoes every other year, one (1) winter jacket every three (3) years, and one (1) set of snow gear.

ARTICLE XIX

TERMS OF AGREEMENT

It is the intention of the Agreement to amend, revise or repeal all ordinances or resolutions which are inconsistent with the provisions of this Agreement, and to preserve and maintain

all ordinances and resolutions which are not inconsistent with these provisions.

Effective the first payroll period of fiscal 1989, the minimum and maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by three and one-half (3-1/2%) percent, and a new increment schedule will be instituted in accordance with this general wage increase. This new increment schedule will be established by determining the difference between the minimum and maximum salary for the job categories which shall then be divided by five to determine the annual increment advancement for each holder of such office or position. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September.

Effective the first payroll period of fiscal 1990, the minimum and maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by three (3%) percent, and a new increment schedule will be instituted in accordance with this general wage increase and established in the same manner as set forth above. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September.

Effective the first payroll period of July 1990, the minimum an maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by three (3%) percent, and a new increment schedule will be

instituted in accordance with this general wage increase and established in the same manner as set forth above.

Effective the first payroll period of fiscal 1991, the minimum and maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by three (3%) percent, and a new increment schedule will be instituted in accordance with this general wage increase and established in the same manner as herein set forth. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September. Effective the first payroll period of July 1991, the minimum and maximum rate on each of the job categories covered hereunder will be increased by three (3%) percent, and a new increment schedule will be instituted in accordance with this general wage increase and established in the same manner as herein set forth.

The full family dental plan previously implemented in behalf of the employees covered by the collective agreement between the parties shall be maintained. The parties anticipate that the approximate cost of this plan to the Library for the term of this Agreement shall be in the amount of \$288.00 per year per employee and family, and the dental plan shall in all respects comply with the law, including the obligation to provide employees with the option of obtaining dental services from any licensed dentist.

The family prescription plan previously implemented for all employees covered by the collective agreement between the parties

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. BOX 119
LIBERTY CORNER, N.J. 07004

shall be maintained. The cost of this plan to the Library for the term of this Agreement shall not exceed the sum of \$202.00 per family, per year. If the cost of such prescription plan exceeds the aforementioned sum of \$202.00 per year, per family, the extra cost shall be deducted from the general wage increase provided for any fiscal year of this contract in which the cost exceeds \$202.00 per year per family.

Effective December 30, 1991, the disability plan as negotiated between the parties will be instituted with the cost to the Library being limited to \$88.50 per employee per year. If the employee portion of the disability insurance premium exceeds the maximum employer cost of \$88.50 per employee per year, the Union shall have the right to reject the disability coverage and to negotiate with the Library concerning application of the Library's portion of the cost to other benefits for the employees covered by the contract.

This Agreement is subject to approval by the City Council of Bayonne.

ARTICLE XX

SICK LEAVE

Section 1. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

LAW OFFICES
FRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
5 INDEPENDENCE BOULEVARD
P.O. BOX 112
LIBERTY CORNER, N.J. 07900

Section 2. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave is earned in the following manner:

(a) One (1) day for each full month of service with the Employer during the first calendar year of employment.

(b) Fifteen (15) days for each year of service with the Employer beginning with the second calendar year of employment.

(c) Sick leave credits shall not accrue while an employee is absent on a leave without pay.

(d) Sick leave credits shall be prorated in the year of termination of employment at the rate of one and one-quarter days for each full month of service, and the Employer may deduct the value of sick time taken in excess of pro rata entitlement from the employee's pay check.

Section 4. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the City.

Section 5. Any employee who has been absent on sick leave for a period totalling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit

acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate in a six (6) month period may be required which must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6. Effective December 30, 1991, employees covered hereunder shall be entitled to participate in an unused sick leave reimbursement plan upon retirement in accordance with the following terms and requirements:

(a) Eligibility - To be eligible for the unused sick leave reimbursement program, an employee must retire with 25 or more years of service with the Library, or retire as permitted at age 62; and such employee must also have at least 100 unused sick leave days to his or her credit at the time of retirement.

(b) Benefit - An employee who is eligible for unused sick leave reimbursement upon retirement as herein defined shall be entitled to receive one (1) day's pay at the rate paid when the employee retires for every three (3) days of unused sick leave to a maximum of \$7,500.00.

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

85 INDEPENDENCE BOULEVARD

P. O. Box 119

LIBERTY CORNER, N.J. 07968

(908) 580-1778

ARTICLE XXI

SEPARABILITY

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XXII

CONTRACT ALL INCLUSIVE

It is acknowledged that during negotiations which resulted in this Agreement, the Union had the unlimited opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Union agrees that the Library shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXIII

DURATION OF AGREEMENT (3 Years)

The provisions of this Agreement shall become effective on January 1, 1989 and shall continue in full force and effect until December 31, 1991, both dates inclusive. Unless one party hereto gives notice to the other party in writing no sooner than one hundred twenty (120) days, nor less than ninety (90) days prior

to December 31, 1991, this Agreement shall continue in full force and effect from year to year until either party terminates.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer this _____ day of _____ 1991.

ATTEST:

BOARD OF TRUSTEES OF THE FREE
PUBLIC LIBRARY OF BAYONNE

By: _____
President

By: _____
Library Director

ATTEST:

LOCAL 2261, affiliated with
COUNCIL 52 of the AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By: _____
District Director

By: _____