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AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES
OF THE
OCEAN CITY FREE PUBLIC LIBRARY**

AND

**THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
ON BEHALF OF LOCAL 1078**

JANUARY 1, 1995 - DECEMBER 31, 1997



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PREAMBLE

THIS AGREEMENT entered into this 18 day of August, 1995, by and between the Board of Trustees of the Ocean City Free Public Library and the Communications Workers of America, AFL- CIO, hereinafter called the "Union", represents the understanding between the Library and the Union on all issues contained herein.

WITNESSETH

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Library and the Union, and to the end that continuous efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I

UNION RECOGNITION

A. The Library hereby recognizes the Union as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all permanent and provisional full-time personnel and permanent and provisional part-time, i.e., 20 hours or more per week, employees of the Library as enumerated in Appendix "A", but excluding professional employees, the Director, and the Executive Secretary to the Director.

B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all employees of the Library represented by the Union in the negotiating unit as above defined. "Employee" shall be defined to include the plural as well as the singular and to include males and females.

C. Any replacement/amended title forwarded by the New Jersey Department of Personnel or any title that is performing bargaining unit work shall be represented by the Union.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that the management of the Library, including the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the Library.

Accordingly, 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:

A. To the executive management and administrative control of the Library Board of Trustees and its properties and facilities; and to determine the methods of operation to be offered by its employees; and to direct the legitimate business activities of its employees;

B. To determine the standards of selection of employment; and to hire all employees; and, subject to the provisions of law and Library rules and regulations, to determine their qualifications and conditions for continued employment or assignment; and to promote and transfer employees;

C. To suspend, demote, discharge, or take other disciplinary action for just cause according to law and subject to the limitations of Article IX [DISCIPLINE AND EVALUATION PROCEDURES].

ARTICLE III

RULES AND REGULATIONS

A. Pursuant to Chapter 123, P.L. of N.J., 1974, the Library agrees that it will not establish new work rules or regulations, or modify existing work rules or regulations governing wages, hours, or working conditions except those so negotiated in this Agreement without prior negotiations with the Union. However, if a new work rule needs to be established and it does not govern wages, hours, or working conditions and it is not contrary to this Agreement, then the Library may establish such a rule.

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

C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE IV

LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under any other applicable laws and regulations. The rights granted the employee shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and local laws, except as such particular provisions of this contract modify existing local laws.

ARTICLE V

RETENTION OF CIVIL RIGHTS

Union members shall retain all civil rights and protections of the laws, rules, and regulations of the State of New Jersey and of the United States of America.

ARTICLE VI

DUES DEDUCTION

A. The Library agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (52:14- 15.9(e)), as amended. Said moneys together with records of any corrections shall be transmitted to the Union Treasurer within 15 working days from the payroll period ending date of each biweekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Library written notice 30 days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Union will provide the necessary "checkoff authorization" form, and the Union will secure the signatures of its members on the form and deliver the signed forms to the Library. The Union shall indemnify, defend, and save the Library harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Library, in reliance upon salary deduction authorization cards submitted by the Union to the Library, or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

D. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Library. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15, 9(e) as amended.

F. Any permanent or provisional employee in the bargaining unit on the effective date of this Agreement who does not join the Union within 30 days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within 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. This representation fee shall be paid in an amount not greater than 85% of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification on 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 the Agreement as long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Union and the Library.

G. The Union agrees to furnish the Library with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.

H. The Union shall indemnify, defend, and save the Library harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

ARTICLE VII

UNION REPRESENTATIVES AND MEMBERS

A. The Library agrees to grant time off with pay to Union representatives, not to exceed 10 days in the aggregate per year, for the purpose of attending to Union business relative to Library employees, on condition that said representatives provide the Director with two working days written notice.

B. Upon prior request and authorization of the Director, or his/her designee, authorized representatives of the Union shall be permitted to visit the Library offices for the purpose of investigating alleged violations of the Agreement. Such authorization shall not be unreasonably denied. In no event shall there be any interference with the operation of the Library.

C. The Library agrees to permit the Union Shop Steward to take vacation, compensatory, or unpaid time off to attend shop steward training programs, provided such training is not scheduled during the summer season. The Union agrees to give the Library advance notice of such training programs. It is understood that the use of such time is subject to prior approval of the Director; permission shall not be unreasonably denied.

D. During negotiations, the Union representatives so authorized by the Union, not to exceed two, shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that an emergency arises.

E. The Library and Union agree that all hours spent by employees in attending to Union business and attending negotiations pursuant to this Article are not mandated work by the Library and as such are not compensable as hours worked for Fair Labor Standards Act purposes. However, hours spent on contractually permissible paid Union leave time are considered part of the normal workweek under Article XII [WORKWEEK AND OVERTIME].

ARTICLE VIII

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Library staff.

C. A "grievance", as used herein, means any controversy arising over the interpretation, application, or violation of policies, agreements, or administrative decisions affecting the terms and conditions of employment of an employee, group of employees, or the Union.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived or informally resolved by mutual consent:

1. Step One- Library Director

- (a) The aggrieved party may file his/her grievance in writing to the Library Director within 17 calendar days after the occurrence of the event giving rise to the grievance. (Grievance form to be used.)
- (b) The Library Director shall have 10 calendar days to meet with the grievant and Union representative and to render a written decision to the grievance.

2. Step Two- Library Board
 - (a) If the grievant or Union is not satisfied with the decision rendered at Step One, he/she may advance the grievance to Step Two within five calendar days after receiving the Step One answer, or, if no Step One answer has been rendered, within 15 calendar days from the day the grievance was submitted at Step One.
 - (b) The Library Board shall have 15 calendar days to meet with the grievant and Union representative and to render a written decision to the grievance.
3. Step Three- Binding Arbitration
 - (a) In the event the grievance has not been satisfactorily resolved at Step Two, the Union, and only the Union, may submit the matter to arbitration on the following conditions:
 - (1) The request for arbitration shall be filed only by the representative of the Union.
 - (2) The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than 45 working days after receipt of the response or expiration of the time to respond at Step Two.
 - (b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Library Director. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
 - (c) For all nondisciplinary grievances, the cost for the service of the arbitrator shall be borne equally by the Library and the Union. Any other expenses, including, but not limited to, the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.
 - (d) For disciplinary grievances, the cost of the arbitration hearings shall be borne equally by the Library and the Union. Any other expenses, including, but not limited to, the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.
 - (e) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to those involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

E. The designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the Library on specific grievances in

accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Library or require the recall of off-duty employees, and further provided that permission is granted in advance by the Director. Such permission shall not be unreasonably denied.

F. Any aggrieved party may be represented by the Union's representatives at all stages of the grievance procedure, and no reprisals of any kind shall be taken by the Library against any party or representative involved in the grievance. A minority organization or outside party, with the exception of legal counsel, may not represent anyone at any stage of the grievance procedure.

G. All employees who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Director until such grievance is properly determined.

ARTICLE IX

DISCIPLINE AND EVALUATION PROCEDURES

A. Employees shall be evaluated by their supervisors or other designee at least once, but not more than three times, each agreement year. These evaluations shall be followed by written reports and by conferences between the employee and the evaluator for the purpose of identifying strengths and weaknesses.

B. An employee shall be given a copy of the evaluation report prepared by his/her evaluator at least 24 hours before any conference to discuss it. No such report shall be placed in the employee's file without prior conference. The employee shall sign the evaluation report and date it when it is presented to him/her. Said signature shall indicate merely that the employee has received a copy of this report. In the event an employee refuses to affix his/her signature to the evaluation report, the Library shall have the right to note such refusal and place the document in the file and the Union Shop Steward shall be notified in writing.

C. An employee shall have the right to review the contents of his/her personnel file. An employee shall have the right to have a representative of the Union accompany him/her during such review.

D. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has received a copy of it. Such receipts shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the Library shall have the right to note such refusal and place the document in the file, and the Union Shop Steward shall be notified in writing. All minor disciplinary actions of three day's suspension or less shall be removed from the employee's personnel file after one year of occurrence.

E. No employee shall be disciplined or reduced in compensation without just cause, and such action shall be subject to the grievance procedure as follows:

1. For permanent employees, discipline of more than five days shall not be subject to binding arbitration, but shall be subject to

New Jersey Department of Personnel procedures. Discipline of five or fewer days shall be subject to arbitration.

2. For provisional employees, discipline and discharge shall not be subject to binding arbitration for the first 45 days of employment. Thereafter, all discipline shall be subject to binding arbitration.

F. An employee may have a representative of the Union present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.

G. All disciplinary action, including suspension, taken against any employee shall be done in accordance with Library rules and regulations. In cases when the Director deems the suspension of an employee to be an immediate necessity for the safety of the public or the welfare of the Library, he/she shall submit a report explaining such action to the Library Board. A copy of said report shall be given immediately to the employee.

ARTICLE X

UNION BULLETIN BOARD

The Library hereby agrees to install in a prominent nonpublic location in the work area a bulletin board for the use of the Union. The Union shall supply the bulletin board.

ARTICLE XI

EXTRA CONTRACT AGREEMENTS

The Library agrees not to enter into any other agreements or contracts with bargaining unit members who are covered hereunder, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

ARTICLE XII

WORKWEEK AND OVERTIME

A. Hours of Work:

1. The Library shall be in operation Monday through Sunday except for holidays (reviewed in Section B, Overtime). The present Library working hours from 9 a.m. to 9 p.m. weekdays, from 9 a.m. to 5 p.m. Saturdays, and from 1 p.m. to 5 p.m. Sundays shall continue for all Library workers. A full-time member shall work a 35-hour work week of five consecutive days.
2. Part-time employees who work at least 20 hours per week shall receive the benefits on a prorated basis in accordance with amount of time worked, except for medical insurance, for which they shall

receive 100% coverage. Said employees shall be entitled to the same protections of this Agreement afforded other members represented by the Union.

B. Overtime:

1. Overtime shall be defined as time worked beyond the full-time employee's regular workweek. Overtime shall be compensated, unless otherwise provided, at the rate of time and one-half the employee's regular rate of pay on the following basis:

0-15 minutes	no compensation
16-30 minutes	.5 hours compensation
31-60 minutes	1.0 hours compensation

Thereafter, all overtime will be administered in 30-minute segments.
2. The Library will have the option of granting compensatory time, payment of salary, or a combination thereof until the employee has earned 240 hours.
3. If an employee is requested to work on a holiday, he/she shall be paid for all time worked at the time and one-half rate as per Item B(1) above, in addition to the regular holiday pay. If he/she is called to duty on his/her usual day off, he/she shall be paid for all hours worked and shall be guaranteed a minimum of four hours at time and one-half his/her regular rate of pay or two days compensatory time.
4. All overtime shall be assigned on a fair and equal basis.
5. If the Library gives the employee at least 24 hours notice of overtime work, the Library will then have the option of paying compensatory time or pay, or a combination thereof. In the event the notice is less than 24 hours, form of payment will be the employee's choice.

ARTICLE XIII

LEAVES OF ABSENCE

A. Leave of Absence Without Pay - A leave of absence without pay may be granted by the Library for emergency situations, or other valid reasons, by the Library and approved by the Director in accordance with current Library rules and/or New Jersey Department of Personnel rules.

1. Periods of absence shall not exceed six months at any one time. Such leaves may be renewed for an additional six months by the Director through the appointing authority with approval by the governing body. No further renewal or extension may be granted except upon request by the Director and written approval by the

Library Board of Trustees in accordance with the Department of Personnel rules.

2. Leaves of absence shall be requested by the employee in writing at least 30 days (if possible) prior to commencement.

B. Bereavement Leave - Bereavement leave shall be granted to employees without deduction from pay or time owed, for the following incidents:

1. Death in the immediate family* - five working days.

Death of an aunt or uncle -one working day.

*Immediate family shall consist of wife, husband, child, mother, father, stepchild, guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, sister-in-law, brother-in-law and spouse's grandparent, brother, sister, stepmother, stepfather, niece, and nephew.

2. Proper notification shall be given to the Director as soon as possible.

C. Campaigning/ Elective Office Leave - A permanent employee shall be granted a leave without pay to campaign for and/or serve elective public office for the term of the office.

D. Child Care Leave - Child care leave may be granted under the same terms and conditions as all other leaves without pay.

E. Injury Leave - If any employee is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year as mutually certified by the employee's own doctor and the Library's New Jersey Board-certified physician. These wages are to be offset by the amount of Workers' Compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

F. Military Leave - Military leaves shall be granted in accordance with the law.

G. Personal Leave - Personal leave of one working day per calendar year shall be granted by the Director to an employee to attend to his/her personal business. Said time may be used for emergencies, religious holidays, or personal matters. A personal day may be taken at any time providing there is no scheduling conflict. A scheduling conflict shall mean any time the Library would have to compensate someone at premium time to give the employee the day off. Any conflict may be resolved on the basis of seniority within the titles of the represented employees.

H. Pregnancy - Disability Leave

1. An employee may request and be granted pregnancy-disability leave under the same terms and conditions as all other leaves without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability.
2. An employee may use accrued leave time for pregnancy-disability purposes, but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave.

I. Serious Illness Leave - Leave for serious illness (including childbirth) in the immediate family shall not exceed three working days per year. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home.

J. Sick Leave

1. Service Credit for Sick Leave - All employees shall be entitled to sick leave with pay.

2. Amount of Sick Leave

(a) During the first year of employment only, an employee shall be entitled to and accrue one and one-quarter calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1, at the rate of 15 calendar days per year per employee, in anticipation of continued employment for the full year.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for sick leave.

3. Reporting of Absence on Sick Leave

(a) An employee shall call in prior to the start of his/her shift in accordance with Library procedures. In the event an employee is unable to notify the Director or his/her designee prior to the start of his/her shift, a 15-minute grace period will be enacted. Extenuating circumstances shall be given fair consideration.

(b) Failure to so notify the Director or his/her designee may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

(c) Absence without notice for 5 consecutive days may constitute a resignation not in good standing.

4. Verification of Sick Leave

(a) An employee who has been absent on sick leave for 5 or more consecutive days may be required to submit acceptable medical evidence substantiating the illness.

(1) An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall have his/her sick leave record reviewed by the Director and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing repeated absences of one day or less, only one submission of

such proof shall be necessary for a period of six months.

(2) The Library may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.

(3) The Union further acknowledges that the Library, through its Director or his/her designee, may adopt such sick leave verification policies to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union 20 days prior to its implementation.

(b) In case of sick leave due to exposure to contagious disease, a certification from the Department of Health shall be required.

5. Medical Verification - The Library may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Library by a New Jersey Board-certified physician designated by the Library. In the Library's sole discretion, the Director may make reasonable accommodation of an employee's choice of doctors in matters of unique personal illness. 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.

6. Attendance Incentive - Effective January 1, 1995, if an employee uses no sick leave during the 1995, 1996, and 1997 calendar years, he/she shall have the option of being remunerated for up to five days' work at his/her daily rate of pay. In this event, five days shall be subtracted from the employee's accumulated sick leave bank. Payment shall be made during the first month of the succeeding calendar year.

K. Miscellaneous

1. Except for military leave, education, sick, or disability leave, or any other leave designated by the Merit System Board or by law, periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise posted by the Library and/or by the New Jersey Department of Personnel rules.

2. The Library shall pay all health benefits for a period not to exceed six months, at which point the employee shall elect to retain said benefits by reimbursing the Library for the costs incurred.

3. A leave of absence that is approved for a specific purpose and is used for another purpose may be considered an abuse.

4. Leave time granted for bereavement, serious illness in the immediate family, and personal time shall not be deducted from

any other time or benefits owed to the employee, and such time is not accumulative.

ARTICLE XIV
COURT TIME

A. If an employee is required to appear in court on Library-related business on his day off or time off, he/she shall be compensated according to Article XII [WORKWEEK AND OVERTIME].

B. If an employee is required to appear in court on Library-related business, he/she is expected to be dressed in suitable fashion, and said employee shall suffer no loss of pay during working hours.

ARTICLE XV

VACATIONS

A. Employees will be granted vacation time according to the following schedules:

HIRED PRIOR TO August 30, 1984

Years of Service Days Earned

0 through 1 1 per month
from beginning of calendar year

2 through 5 12 per year
from beginning of calendar year

6 through 10 18 per year
from beginning of calendar year

11 through 15 22 per year
from beginning of calendar year

16 through 20 27 per year
from beginning of calendar year

21 through retirement 30 per year

HIRED AFTER August 30, 1984

Years of Service Days Earned

0 through 1 1 per month
from beginning of calendar year

2 through 10 12 per year
from beginning of calendar year

11 through 15 15 per year
from beginning of calendar year

16 through 20 17 per year
from beginning of calendar year

21 through 25 20 per year
from beginning of calendar year

26 through retirement 25 per year

B. If an employee becomes sufficiently ill so as to require inpatient hospitalization while he/she is on vacation, he/she may charge such period of illness and posthospital recuperation against sick leave at his/her option. Said employee must submit proof of hospitalization and physician's certificate as to the need for posthospital recuperation.

C. For members of the bargaining unit, vacations shall be picked by seniority, within classification. Requests must be reviewed by the Director for approval, and members must be given written reason for any denials.

D. Vacation leave shall be taken during the calendar year in which vacation leave is earned, excluding the months of July and August, at such time as permitted by the Director, unless the Director determines and certifies that it cannot be taken because of pressure of work.

E. Any unused vacation resulting from the pressure of work as determined by the Director may be carried forward to the next succeeding year and scheduled by January 31st to be used by April 1st.

F. An employee shall not be recalled to work on his/her vacation except in an emergency.

G. Part-time unit members shall receive vacations on a pro rata basis.

H. Vacation may be granted in half-day increments.

I. If the employee is requesting vacation leave of one day or more, a 72-hour advance written notice must be given.

ARTICLE XVI

HOLIDAYS

A. The following shall constitute paid holidays under this Agreement:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. November Election
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Day

B. An employee shall be entitled to an additional floating holiday per calendar year if he/she is on payroll by Presidents' Day.

1. This holiday shall be requested similar to other time off.
2. This holiday is not accumulative.

ARTICLE XVII

MISCELLANEOUS PERSONNEL PRACTICES

A. Each employee shall have access to his/her personnel file at reasonable times and upon written request to and prior approval of the Director.

B. An employee shall be made aware of any reports or charges made against him/her. He/she shall have the right to remain silent until he/she consults with an attorney or the Union.

C. An employee shall, within 30 days of engaging in outside employment, notify the Director in writing of the employment. He/she shall provide in this letter a listing of the position held, the name of the outside employer, and the hours of employment.

D. An employee shall be entitled to engage in outside employment during off-duty hours provided that such employment does not conflict with his/her employment responsibilities as an employee of the Ocean City Free Public Library.

E. All employees shall be entitled to two 15-minute coffee breaks for every seven hour shift.

F. A committee of management and Union members shall be formed to meet for the purpose of managing the Contract and exploring areas of mutual concern during the term of this Contract. They shall meet at least once per year.

ARTICLE XVIII

EDUCATIONAL BENEFITS

A. The Library shall pay for tuition, including books and credits, for all courses whose resulting knowledge may be directly utilized in the performance of employee's job. The employee shall be compensated for the cost after successful completion of the approved course(s).

B. Effective January 1, 1991, in addition to his/her salary, each member shall receive an additional stipend for an earned degree as follows:

1. Technical degree - \$200.00 plus \$1,000.00 at the end of the fifth anniversary year of obtaining the initial payment, provided still employed by the Library.
2. Associate degree - \$400.00 plus \$2,000.00 at the end of the fifth anniversary year of obtaining the initial payment, provided still employed by the Library.
3. Bachelor's degree - \$800.00 plus \$4,000.00 at the end of the fifth anniversary year of obtaining the initial payment, provided still employed by the Library.

C. Upon hire, an employee may submit to the Director for review any degree previously earned.

D. The Library will pay for only one degree from an accredited college or Library-approved technical school. If an additional higher degree is earned by the employee, the employee shall be entitled to the difference between the earned degrees as noted in B above.

E. In order to take advantage of this Article, members shall submit a copy of an official transcript from the institution to the Director, and to a representative of the Union.

F. If initiated by management, each employee shall be granted three days leave per year with pay, for purposes of professional improvement (i.e., workshops, seminars, conferences, etc.). The employer shall pay the registration fee for said workshops or seminars.

ARTICLE XIX

HEALTH AND SAFETY

- A. The Library agrees to provide a safe and healthful place to work.
- B. The Library agrees to provide the Union, and employees who so request, the chemical names of any substances used in the workplace.

ARTICLE XX

TERMINAL LEAVE UPON RETIREMENT

- A. Employees hired prior to December 31, 1994:
 - 1. If an employee retires without using his/her accumulated sick leave, he/she shall be compensated for terminal leave as provided herein.

(a) Criteria for payment

<u>Year</u>	<u>Days Needed</u>	<u>Compensation</u>
1995	100	\$12,500.00
1996	110	\$13,000.00
1997	120	\$13,500.00
1998	130	\$14,000.00
1999	140	\$14,500.00
2000	150	\$15,000.00

(b) Criteria for payment in addition to:

<u>Year</u>	<u>Days Needed</u>	<u>Compensation</u>
1995	151 + above	\$60.00 per day
1996	151 + above	\$65.00 per day
1997	151 + above	\$70.00 per day
1998	151 + above	\$75.00 per day
1999	151 + above	\$80.00 per day
2000	151 + above	\$85.00 per day

- 2. An employee who retires during 1995-2000, inclusive, and is not eligible for a payment under the criteria set forth in this article, shall be guaranteed payment for the number of his/her accumulated sick days times his/her 1994 daily rate, but such payment shall never be in excess of the compensation in 1(a) above.
- 3. Effective January 1, 2001, an employee who is not eligible for a payment of \$15,000.00 shall be compensated for his/her accumulated sick days at the rate of \$85.00 per day.
- 4. All employees have the option of participating in a delayed lump sum terminal leave payment mutually agreed to by the individual and Director of Financial Management.

5. The City will not object to an employee's withdrawing his/her retirement application prior to the date of actual retirement for reasons of serious illness, subject only to the requirements of the State of New Jersey Division of Pensions and Benefits.
6. In the event an employee dies prior to retirement with accumulated earned sick leave, his/her estate shall be compensated for any unused sick leave per paragraphs 1-3 above, after providing documentation of undisputed legal right to inherit.
 - B. Employees hired after January 1, 1995, shall be compensated for their accumulated sick days at a rate of \$85.00 per day, not to exceed \$8,500.00.

ARTICLE XXI

COMMENDATION

Up to two days compensatory time off shall be granted to an employee who has received a written commendation from the Mayor.

ARTICLE XXII

JOB POSTING AND VACANCIES

- A. All job vacancies shall be posted on designated bulletin boards for a minimum of 10 working days prior to filling the position.
- B. The Union President shall be provided with a copy of the posting 10 days prior.

ARTICLE XXIII

UNIFORM ALLOWANCE

A. The Library shall provide an initial uniform issue costing approximately \$400.00 to be worn by blue-collar workers and consisting of the following:

- | | |
|---|--|
| 3 | long-sleeve shirts |
| 3 | short-sleeve shirts |
| 3 | pairs of trousers |
| 1 | winter jacket |
| 1 | summer jacket |
| 1 | cap |
| 1 | pair protective shoes |
| 1 | pair rubber boots |
| 1 | rain gear (appropriate shoulder patches) |

1. An employee must remain in the employ of the Library for three months to retain the initial issue. Thereafter, an employee need only return the patches to the Library upon resignation.
 2. Amounts shall be reported to the Internal Revenue Service based upon applicable law.
- B. All uniforms and work clothes damaged in the line of duty shall be replaced by the Library, after inspection and certification by the Library Director.
- C. All personal items that are damaged, lost, or destroyed in the line of duty which are not covered by insurance shall be replaced by the Library, after inspection and certification by the Library Director. The Library's liability shall not be more than \$300.00 per incident.

ARTICLE XXIV

OUT-OF-TITLE

In the event an employee is officially designated to work out-of-title, he/she shall be paid at the rate of pay for the higher title in accordance with the following:

- A. Employees who have a Library job title which includes the term "Senior" or "Assistant" must work out-of-title for 30 consecutive days before being eligible for out-of-title pay. If the 30-day threshold is met, pay shall be retroactive to the 15th day.
- B. Employees whose Library title does not contain the term "Senior" or "Assistant" and who work out-of-title a total of 15 days (which need not be consecutive) in any prior six-month period will be compensated retroactively for the total time worked out-of-title.

ARTICLE XXV

WAGES

- A. Effective January 1, 1995, all full-time unit members shall receive an increase in base wage of 4.5% across-the-board.
- B. Effective January 1, 1996, all full-time unit members shall receive an increase in base wage of 4.5% across-the-board.
- C. Effective January 1, 1997, all full-time unit members shall receive an increase in base wage of 4% across-the-board.

ARTICLE XXVI

RANGES

Effective January 1, 1995, for new hires, the salary ranges, i.e., minimums and maximums, shall be:

Library Assistant	\$20,891 - 26,423
Senior Library Assistant	\$23,950 - 31,250
Principal Library Assistant	\$24,550 - 33,181
Supervising Library Assistant	\$27,432 - 35,125

ARTICLE XXVII

LONGEVITY

A. Employees shall receive longevity compensation which shall be computed at the rate of 2% of the employee's base pay for every four years of service with a maximum of 12%.

B. All employees hired from January 1st through June 30th shall receive their longevity retroactive to January 1st of the year hired. All employees hired from July 1st through December 31st shall receive their longevity pay computed from the January 1st next following the date of their hire.

C. All members hired on January 1, 1993, shall receive longevity compensation as follows:

After 5 years of service	-	\$250.00
After 10 years of service	-	\$500.00
After 15 years of service	-	\$750.00
After 20 years of service	-	\$1,000.00

ARTICLE XXVIII

INSURANCE, HEALTH AND WELFARE

The members of this unit shall enjoy benefits commensurate with and as agreed upon by the Communications Workers of America (CWA) Local 1078 and the City of Ocean City. The following is excerpted verbatim from the above mentioned agreement:

A. *The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage (80% of the first \$2,000 (1995) / \$3,000 (1996) and 100% thereafter), surgical fees, office visits, dental coverage, and copay prescription plan for the employee and his/her family.*

1. *Maximum benefit coverage for orthodontics shall be \$1,500.*
2. *Yearly pediatric well care visits, including immunizations, for children up to 12 years of age with a yearly benefit of \$100(1995) / \$150(1996) per child.*
3. *Mandatory pre-admission notification is part of the comprehensive health benefit program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.*
 - a. *Effective January 1, 1996, mandatory Outpatient Procedure Notification will be part of the program. Single procedures that cost more than \$500 and multiple procedures for a*

single medical problem or continuing care which collectively cost more than \$1,000 require notification.

4. *The prescription co-pay shall be \$3(1995) / \$5(1996) for name brand, \$2.00 for generic. A participant in the city prescription plan is ineligible for co-pay reimbursement through the major medical part of the health plan.*
5. *Effective January 1, 1996, all mental care and self inflicted injuries (in-patient, out-patient and out-of-hospital), there is a \$15,000 Benefit Period maximum and a \$30,000 Lifetime maximum.*
6. *The emergency room benefit is clarified as follows: Emergency room treatment and charges (no deductible, no coinsurance) are paid under usual customary and reasonable charges for the initial treatment only when it is provided within 48 hours of the emergency occurrence. Any non-emergency visit will be paid (deductible and coinsurance) in accordance with the plan.*

B. The City shall provide a vision care program for the employee and his/her family to include prescription eyeglasses and/or contact lens. Coverage shall be 1/3 co-pay with a maximum benefit of \$500 for the member and/or his/her family.

C. The City shall provide a \$20,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service of the member, and at his/her option and cost, employee may convert said life insurance policy on an individual basis.

D. Effective January 1, 1996, if a member dies while in the employ of the city of Ocean City, the city shall continue to provide in full force and effect all insurance benefits as specified in paragraphs A and B above for the member's spouse and children until each child reaches his/her twenty-first (21) birthday, or in the event that there are no children or the children have already reached their twenty-first birthday, the surviving spouse benefits will continue for three (3) years.

E. The City shall provide legal representation for all employees if litigation should develop as a result of actions performed in the course of duty as a City employee.

F. Retirement Health Benefits

1. *A member who retired on/ after January 1, 1990 with twenty-five (25) or more years of permanent full time service with the City of Ocean City shall be entitled to receive health benefit coverage (medical/major medical) for the retiree and his/her family.*
2. *A member who retires on or after January 1, 1996 with 25 or more years of permanent full time service with the city of Ocean City shall receive prescription benefits with a 1/3 co-pay for the retirees and his/her family.*
3. *Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said retiree.*

(a) When a member, who retires after January 1, 1992, and his/her spouse becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be \$10,000 per illness/injury.

(b) Effective 1996, if a member who retires after January 1, 1996 dies prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the member's spouse until his/her death or remarriage and for the retired member's children until each reaches his/her 21st birthday.

4. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer.
5. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City of Ocean City, Division of Personnel prior to October 1 so that they might be budgeted and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.
6. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990 who conform to any restrictions noted above.

G. An employee upon retirement and at his/her own expense, shall be permitted to continue the comprehensive health benefit program, (medical/major medical) for the retiree and his/her family.

H. At least sixty (60) days prior to the City's changing the existing insurance carrier of any benefit, they shall notify the Union, in writing, and provide the Union with a full description of the proposed insurance plan in which the benefits shall be equal or better than those presently in effect.

I. To work towards standard health benefits for the entire Ocean City work force the CWA will participate with other Ocean City labor bargaining units and the City in joint discussions during the life of this contract beginning within 60 days after execution of this contract in an attempt to develop common language for all or portions of this article as well as similar articles in other labor contracts within the City.

J. CWA-Sponsored Disability Plan

1. The City agrees to make payroll deductions for eligible participants in the CWA sponsored disability plan. The administration of the CWA sponsored disability plan shall rest solely with the CWA. The Director of Financial Management shall promulgate rules and regulations for the implementation and documentation of said deduction. The CWA shall indemnify, defend and save the City harmless against any and all claims,

demands, suits or other forms of liability that shall arise out of or by reason of action by the City in reliance of the deduction documentation and said plan. The CWA shall provide a formal copy of the executed CWA sponsored disability plan to the city prior to implementation of the plan.

2. *All CWA employees participating in the CWA sponsored disability plan shall be enrolled in direct deposit and continue direct deposit while enrolled in the CWA sponsored disability plan. Direct Deposit participation shall not be limited to those employees who are enrolled in the CWA sponsored disability plan. The CWA shall encourage its members to enroll in the city's Direct Deposit Program.*

ARTICLE XXIX

SUBCONTRACTING (INDEPENDENT)

A. The Library shall notify the Union 45 days in advance of any plans to grant a subcontract which affects the present levels of employment, unless emergency circumstances make such notification impossible.

B. The Library agrees to meet with the Union representatives to discuss any decision by the Library to contract or subcontract which is based on solely fiscal considerations whenever it becomes apparent that a layoff or job displacement will result from the contract or subcontract.

ARTICLE XXX

FAIR LABOR STANDARDS ACT

It is acknowledged that commencing on April 15, 1986, the Library may be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to employees covered by this Agreement. The Library reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

A. The exercising of any election or option available to it under the FLSA regulations;

B. The awarding of compensatory time in lieu of monetary compensation for overtime;

C. Establishing procedures to monitor and control hours worked and overtime;

D. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;

E. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA. Notwithstanding the provisions of this Article, other Articles of this Agreement control payment.

ARTICLE XXXI

MUTUAL COOPERATION PLEDGE

A. The Union hereby agrees that during the term of this Agreement it will not authorize a strike or illegal job action against the Library.

B. 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 be entitled to have under the law.

ARTICLE XXXII

SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1995, and shall remain in effect to and including December 31, 1997, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, no later than 120 days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City on this 18th day of August, 1995.

FOR THE UNION:

Carol E. Jay
Jacquelyn Dunsen
Ineresa J. Amodeo
Art R. Babil

**FOR THE FREE PUBLIC LIBRARY
BOARD OF TRUSTEES:**

Karen G. Mahor
Margaret A. Sharp
Jane G. Ceebertson

HEALTH AND SAFETY COMMITTEE

The Employer agrees to provide a healthy and safe working environment and shall continue to improve the safety and health of its employees during the hours of their employment. The Employer shall not require employees to work in hazardous or dangerous areas.

Appendix A

Supervising Library Assistant	Jacquelyn Durkin
Principal Library Assistant	Theresa Hamada
Senior Library Assistant	Irene Rice
Senior Library Assistant	Maria Farrell
Library Assistant	Patricia Blessington

HEALTH AND SAFETY SIDEBAR AGREEMENT

The Employer agrees to provide a healthful and safe working environment and shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer shall not require employees to work in hazardous or unhealthful areas.

Whenever any portion of the premises maintained by the Employer are deemed hazardous or unhealthful, employees in the affected area shall be released with pay.

The Employer shall make every effort to arrange for a testing of air quality by the County and/or State Department of Health, if requested, and shall provide the Union with a copy of results of such tests. A Union member may accompany the persons making such tests.

This Health and Safety Sidebar Agreement shall not be arbitrable or grievable.