

A G R E E M E N T

BETWEEN

THE BOARD OF TRUSTEES OF THE
FREE PUBLIC LIBRARY OF THE
CITY OF HOBOKEN

AND
HOBOKEN PUBLIC MUNICIPAL EMPLOYEES' ASSOCIATION
(LIBRARY UNIT)

JANUARY 1, 2016

through

DECEMBER 31, 2020

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PREAMBLE

This AGREEMENT is made this ___ day of _____ 2018, between the BOARD OF TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF HOBOKEN hereinafter referred to as the "Employer" or "Library" and the HOBOKEN PUBLIC MUNICIPAL EMPLOYEES' ASSOCIATION (LIBRARY UNIT), hereinafter referred to as the "Association".

WITNESSETH:

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

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

ARTICLE I — RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, benefits and other conditions of employment for all full time (thirty five or more hours per week) employees of the Hoboken Public Library, and part-time employees, excluding all managerial executives,

confidential employees, craft employees and casual employees. Although the Association currently contains supervisory and non-supervisory employees, nothing contained herein shall prohibit the Library, after this agreement expires, from asking the Public Employment Relations Commission ("PERC") to create two (2) units, one for supervisory employees and one for non-supervisory employees.

ARTICLE II — DUES CHECKOFF AND AGENCY FEE

Section 1. Dues Check off. Upon receipt of a properly written authorization from the employee, the Library shall deduct Association dues in such amount as may be certified by the Association to the Library at least thirty (30) days prior to the month in which the deduction of Association dues is to be remitted by the Library. The Library shall remit the dues to: **Hoboken Municipal Employees Association, P.O. Box 1822, Hoboken, New Jersey 07030**

Section 2. The Library further agrees to deduct from the pay of each employee covered by this Agreement, who does not furnish a written authorization for deduction of Association dues, or who has withdrawn authorization for dues deductions, a representation fee in an amount not to exceed eighty-five percent (85%) of the regular membership dues

commencing with the 30th day of employment, as permitted by the New Jersey Employer-Employee Relations Act, NJSA 34:13A-5.5. The representation fee in lieu of dues shall only be available to the Association if the Association had certified to the Library that the amount of said fee is as permitted by law and the Association has established and will maintain a demand and return system as required by NJSA 34:13A-5.6.

Section 3. The Association agrees to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this Article. In the event of an error, a claim is to be made in writing within thirty (30) calendar days after such deductions were or should have been made, and the Employer shall take appropriate action to correct the error.

ARTICLE III — MANAGEMENT PREROGATIVES

Section 1. The Library hereby retains and reserves unto itself all powers, prerogatives, 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 prerogatives:

1. To carry out the statutory mandates and goals assigned to a library utilizing personnel, methods, and means, which in the Library's judgment, are the most appropriate and most efficient manner possible;
2. To hire, promote, transfer, assign, or retain employees within the Library;
3. To suspend, demote, discharge or take other disciplinary action against an employee for good and just cause according to law;
4. To make rules of procedure, to introduce new or improved methods and equipment, to determine work schedules and shifts, and to decide the number of employees needed for any particular reason;
5. To make, maintain, and amend such reasonable rules and regulations as the Library may from time to time deem necessary for the purpose of maintaining order, safety, and/or the effective operation of the library and to require compliance by the employees provided such rules and regulations do not conflict with the terms and conditions of employment as contained in this

Agreement.

6. The right to relieve employees because of lack of work, economy or other legitimate reasons, and the right to determine the extent to which facilities shall be operated, including the determination of shift hours and the right to change methods of operations or to use new equipment. However, in all cases where a lay off or lay offs are contemplated, the Association shall be notified so that alternative remedies can be explored.

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

Section 2. Any dispute with respect to Management Prerogatives shall not in any way be subject to Arbitration. Those inherent managerial functions, prerogatives and policy making rights which the Employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein. Delivery of Library services in the most efficient, effective and

courteous manner is of paramount importance to the Employer. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE IV — ASSOCIATION ACTIVITIES

Section 1. The Association will advise the Board in writing of the names of up to two (2) representatives and the terms for which they are to serve in a representative capacity.

Section 2. One (1) authorized Association representative may be excused from his/her assigned duties, in order to represent a grievant. The authorized Association representative shall:

- a. notify the Supervisor and Director of the general nature of the absence;
- b. notify his/her Supervisor and Director upon return to the job.

Section 3. Employees shall have the right for an Association representative to be present during any meeting which the employee believes may result in his/her discipline. The Association shall be promptly notified if the Employer issues disciplinary charges against an employee, except that the Employer does not have to notify the Association for oral warnings.

Section 4. No loss of pay shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure.

Section 5. No reprisals shall be incurred as a result of pursuing a grievance or disciplinary appeal through the Grievance Procedure set forth herein.

Section 6. The Association will be permitted to hold meetings to be attended by members on non-work time, in the Library. Association representatives and members shall also have the right to distribute written materials and discuss Association matters with Employees on non-work time. At the conclusion of the meeting, the Association will clean and restore the meeting room to its pre-meeting condition. If the meeting is held when the Library is not open to the public, the Association will make arrangements to have a security worker or building maintenance worker lock the library facility at no expense to the Library.

Section 7. The Employer shall furnish space for an Association bulletin board in an area not ordinarily open to the general public. The Employer will provide space for the Association to have a locked file cabinet.

Section 8. Notwithstanding the terms of this Article stated above, one representative of the Association shall be paid for up to three (3) days per calendar year for tending to Association activities allowed for in this Article.

ARTICLE V — MANAGEMENT SECURITY

Section 1. Continuous and uninterrupted service by the Employer

and its employees to the patrons of the Library, and orderly collective bargaining relations between the Employer and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, on-duty picketing, boycotting, work stoppages, sit downs, or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction by the Association and/or the employees during the term of this agreement. The Employer may, in addition to other remedies, discipline such employees up to and including discharge.

Section 2. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work. However, the Employer is obligated to negotiate in good faith any and all changes in terms and conditions of employment.

Section 3. The Employer and Association expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Association at the time they negotiated or executed this agreement and even though such subjects or matter

was proposed and later withdrawn.

ARTICLE VI — WORK DAY AND WORK WEEK

Section 1. Beginning the first full pay period of 2014, the standard work week, including nights and Saturdays for full-time employees is thirty-five (35) hours. A part-time employee is defined as anyone who regularly works less than a thirty-five (35) hour work week.

Section 2. It shall be the exclusive right of management to prescribe the workweek and workday for employees in order to provide efficient service to the citizens. All efforts will be made for work weeks to be amicably determined by employees and their Department Heads.

Section 3. Employees shall be entitled to an unpaid meal break each day that he/she works a full seven (7) hour day. The meal break shall be either one (1) hour or one-half (1/2) hour and shall be at a time and of such a length which is subject to the discretion and approval of the employee's department head and the Library Director.

Section 4. Sunday hours for Full-Time employees shall be in addition to the thirty-five (35) hour work week described in Section 1 above and will be paid at the overtime rate as per Article XVII.

Section 5. In the event the Library decides to change the hours of operation for July through Labor Day Weekend, the Library shall notify employees of the change each year no later than May 1.

Section 6. a) Library will pay all staff for hours lost for early

closings due to emergencies/inclement weather that occur Monday-Saturday; b) Library will pay Full-Time Employees for early closings on holidays; c) Library will pay Part-Time Employees for emergency closings that occur on Sundays.

ARTICLE VII — HOLIDAYS

Section 1. All permanent full-time employees shall be entitled to the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day

Section 2. Each employee shall be entitled to two (2) floating holidays to be taken by the employee on notice and subject to the approval of the Library. Employees shall submit their requested floating holidays for the year by January 2 of each year. The Director or the Director's designee shall respond to requests by January 21. If any request is denied, new requests

shall be submitted by February 1 and shall be responded to by February 15. Requests will be considered on the basis of seniority and staffing needs of the Library.

Section 3. Full-Time Employees required to work on Holidays listed in Section 1 due to the nature of their duties shall receive overtime pay.

ARTICLE VIII — VACATION LEAVE AND PERSONAL DAYS

Section 1. Annual vacations for full time employees hired before July 1, 2002 shall be granted in accordance with the following schedule:

- (a) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month;
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service;
- (c) From the beginning of the first calendar year and up to five (5) years of service - 12 work days;
- (d) After five (5) years up to ten (10) years of service - 15 work days;

- (e) After ten (10) years up to fifteen (15) years of service
- 20 work days
- (f) After fifteen (15) years or more of service - 25 work days

Annual vacations for full time employees hired on or after July 1, 2002 shall be granted in accordance with the following schedule:

- (a) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month;
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service;
- (c) From the beginning of the first calendar year and up to five (5) years of service - 12 work days;
- (d) After five (5) years up to ten (10) years of service - 15 work days;
- (e) After ten (10) years up to twenty (20) years of service
- 20 work days
- (f) After twenty (20) years or more of service - 25 work days

Section 2. For purposes of this Article, service is defined to mean employment for the Employer without interruption due to resignation, retirement, removal or leave of absence as permitted by law.

Section 3. Vacation time shall be accrued from January 1st to December 31st. Years of service on January 1st determines vacation leave accrued.

Section 4. A. All employees requesting vacation leave time must notify the Library Director of their proposed vacation dates thirty (30) calendar days prior to the time for said vacation and provided there is no conflict with regard to an employee of the same classification and performing duties in the Department, such vacation leave shall be granted no later than ten (10) days after the request is submitted. Timely submitted requests will be honored in order of seniority in each department. Vacation requests that are submitted less than thirty (30) days in advance, and before the work schedule for the time requested has been completed, may be granted by the Director or the Director's designee which approval will not be unreasonably denied. The Library reserves the right to deny an employee's vacation request in order to maintain minimum staffing requirements.

B. Accrued vacation may not be carried over more than one year following the employment year in which it is earned

Section 5. An employee who terminates employment with the Employer shall be paid for unused earned vacation leave.

Section 6. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation

leave until the beginning of the next calendar year.

Section 7. Upon the death of an employee, all unused vacation leave shall be paid to the employee's estate.

Section 8. Vacation pay shall be paid in advance of vacation on the payday preceding the start of the employee's vacation period, if requested by the employee in writing at least three (3) weeks in advance.

Section 9. Part-time employees shall be entitled to ten (10) days paid vacation each year or proportionate amount for less than a year. The number of hours in the vacation days paid to part-time employees shall be proportionate to the number of hours which the employees worked per week in the prior calendar year.

Section 10. In the event an employee leaves the service of the Library for any reason, the employee shall reimburse the Library for any such vacation leave which was used, but not earned.

Section 11. Personal Days. All full-time employees shall be entitled to two (2) personal days in each calendar year.

ARTICLE IX — SICK LEAVE

Section 1. New employees shall receive one working day of sick leave for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day of sick leave if they begin on the 9th through the 23rd day of the month.

Section 2. After the initial month of employment and up to the end of

the first calendar year, employees shall be credited with one working day of sick leave for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days of sick leave.

Section 3. Employees who use sick leave are required to call the Library Director or her designee at least one-half (1/2) hour before the time the Library opens on the day of their assigned shift.

Section 4. Employees who use sick leave must bring a physician's report to the Library Director or her designee if the sick leave extends more than five (5) consecutive workdays.

Section 5. Employees who are on sick leave shall not be employed at any other job until they report ready for work to their supervisor.

Section 6. Part-time employees shall be entitled to a proportionate amount of paid sick leave.

Section 7. Paid sick days shall not accrue during a leave of absence without pay or suspension.

Section 8. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation, terminal or other compensatory leave.

Section 9. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

Section 10. Sick leave may be used because of personal illness of

injury, exposure to contagious disease, and care of a seriously ill immediate family member (for a reasonable period of time); and

Section 11. Sick leave may be used by a handicapped employee for absences related to the acquisition or use of an aid function on the job (reasonable proof may be required).

Section 12. Sick Leave Incentive Clause: If an employee is not in sick leave during the periods listed below, he shall receive the appropriate amount of incentive pay as stated below:

No absences in a calendar year	\$500.00
No absences January 1 thru June 30	\$200.00
No absences July 1 thru December 31	\$200.00

Any absences totaling 5 days in a calendar year shall render the employee ineligible for partial period payments of \$200.00.

This money shall be paid during the month of January, the year following the year in which the incentive was earned. Employees must conform to rules consistently for time records (time clock) to be eligible for this stipend. Consistency shall mean less than ten (10) working days without failing to punch the time clock when beginning and ending work.

Section 13. In the event an employee leaves the service of the Library for any reason, the employee shall reimburse the Library for any such sick leave which was used, but not earned.

ARTICLE X — LEAVE OF ABSENCE

Section 1. An employee desiring a leave of absence without pay from their employment shall secure written approval from the Library's Board of Trustees. The maximum leave shall be for 360 days and may be extended for like periods. All requests for leaves of absence shall be granted or denied in the sole, unreviewable discretion of the Library's Board of Trustees. Applications for leave of absence shall be made at least four weeks prior to the date on which the requested leave is to commence, except in case of emergency. This request is to be made in writing. Leave time shall not accrue during an unpaid leave of absence.

Section 2. Military Clause. Employees entering the military service of the United States, pursuant to the provisions of Federal Law, shall be granted all rights and privileges provided by Law.

Section 3. Employees who have exhausted their sick leave and are granted a leave of absence without pay due to personal illness (doctor's certificate required) shall be covered with health benefits for six (6) months. Thereafter, such leave may be extended for like periods by the Board of Trustees, however, the continued payment of health benefits shall be in the sole, non-reviewable discretion of the Library's Board of Trustees.

ARTICLE XI — BEREAVEMENT LEAVE

Section 1. Employees shall be granted time off without deduction in pay for a death in the immediate family. This time

off shall not exceed five working days. Reasonable verification of the death may be required by the Library. If additional time is necessary, an employee may choose to use vacation or sick leave.

Section 2. Immediate Family shall consist of the employee's spouse, child, stepchild, Mother, Father, Brother, Sister, Stepmother, Stepfather, Guardian, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Brother-in-law, Sister-in-Law and Grandchildren.

ARTICLE XII - JURY DUTY

An employee required to serve jury duty shall receive his/her salary while performing such services, less the stipend received from the court for jury duty. It is the staff member's obligation to notify both his/her department head and the Director immediately upon receipt of the notice to serve. The notice to serve on jury duty must be filed in the Director's Office. Those excused from serving on jury duty for particular days, before the end of the jury term, must report for work, except such employee shall not be required to do so in the event there is less than four (4) hours remaining in his/her work shift. The employee should leave a copy of his/her notification for jury duty in the Director's Office. Daily attendance record must be given to the Director at the conclusion of jury service.

Those employees required to appear in court on matters relating to the Library, will be granted time off with pay. A copy of the court letter requesting appearance should be filed in the Director's Office and proof of attendance given to the Director.

ARTICLE XIII - SALARIES AND LONGEVITY

Section 1. The percentage wage increase for Full-Time Employees for calendar years 2016 through 2020 shall be as follows:

January 1, 2016 - 2% increase

January 1, 2017 - the greater of 2% or NJLA minimums

January 1, 2018 - 2.25% increase

January 1, 2019 - 2.25% increase

January 1, 2020- 2.25% increase

Employees who are on the Payroll as of February 27, 2018, the date the Memorandum of Agreement was approved by both parties shall be entitled to retroactive pay for the above increases

Section 2. The percentage wage increases for Part-Time Employees in the calendar years 2016 through 2020 shall be as follows:

January 1, 2016 - 2.00% increase

January 1 2017 - the greater of 2% or NJLA minimums

January 1 2018 - 2.25% increase

January 1, 2019- 2.25% increase

January 1, 2020-2.25% increase

Employees who are on the Payroll as of February 27, 2018, the date the Memorandum of Agreement was approved by both parties shall be entitled to retroactive pay for the above increases.

Section 3. Retroactive pay shall be issued within 60 days of the execution of this Agreement.

The payments made under this section shall be made via payroll checks subject to required payroll deductions.

Section 4. Full-Time employees hired before January 1, 2007 shall receive longevity payments as follows:

Years of Service	Longevity
0-3 years of service with the Library	No Credit
4 th through 6 th years	3% of base pay
7 th through 9 th years	5% of base pay
10 th through 12 th years	7% of base pay
13 th through 15 th years	9% of base pay
16 th through 18 th years	12% of base pay
19 th through 21 st years	13% of base pay
22 nd through 23 rd years	14% of base pay
Beginning of 24 th year	15% of base pay
Beginning of 25 th year	18% of base pay

Full-Time employees hired on or after January 1, 2007 and on or

before September 30, 2013 shall receive longevity payments as follows:

Years of Service	Longevity
0-3 years of service with the Library	No Credit
4 th through 6 th years	3% of base pay
7 th through 9 th years	4% of base pay
10 th through 12 th years	5% of base pay
13 th through 15 th years	6% of base pay
16 th through 18 th years	8% of base pay
19 th through 21 st years	9% of base pay
Beginning of 22 nd year	10% of base pay

Full-Time employees hired on or after October 1, 2013 shall receive longevity payments as follows:

Years of Service	Longevity
0-3 years of service with the Library	No Credit
4 th through 6 th years	2% of base pay
7 th through 9 th years	3% of base pay
10 th through 12 th years	4% of base pay
13 th through 15 th years	5% of base pay
16 th through 18 th years	6% of base pay
Beginning of 19 th year	7% of base pay

ARTICLE XIV — PENSIONS

Section 1. The Employer will provide for pensions for the covered employees in accordance with all State Laws.

Section 2. The Employer shall continue payments while employees are on paid leave.

ARTICLE XV — HEALTH INSURANCE

Section 1. The Library shall provide to full-time employees at the Library's cost (subject to Section 2 below), such medical, dental and prescription benefits, with the applicable co-payments and deductibles, as provided by the City of Hoboken to its employees. In the event the City does not allow the Library to participate in the City plan, then the Library and the Association shall negotiate the medical, dental and prescription benefits to be provided by the Library to the full-time employees. In the event the parties cannot agree on the extent of such coverage, the Library and the Association agree to mediate the issue. Further, in the event the City does not allow the Library to participate in the City plan and COBRA coverage is afforded, the Library will pay the cost of the COBRA premium, subject to the employee contribution required by Section 2 below.

Section 2. Employees who have insurance coverage will pay, via

payroll deduction, a percentage of health insurance premiums in accordance with P.L. 2011 c. 78.

ARTICLE XVI—RETIREMENT

Section 1. The Employer agrees to administratively assist an employee with respect to the filing of papers for retirement and/or other related benefits so that an employee can receive his/her pension and/or other related benefits as expeditiously as possible.

Section 2. Terminal Leave. An employee hired on or before January 1, 2012 who has filed his or her application for retirement shall be granted paid terminal leave as follows: Terminal leave shall be calculated based upon five (5) days for each year of service to the Employer. Employees shall lose terminal leave days in any given year by using sick leave in excess of ten (10) days per year. Such use in excess of ten (10) days per year shall subject an employee to a reduction by one half (1/2) day for that year. The employee would only be credited with four and one half (4 1/2) terminal leave days. The decision to grant less than five (5) terminal leave days per year may be mitigated if (1) the employee was hospitalized, or (2) in the discretion of the Director, a deduction should not be made from terminal leave days. The Director's decision shall be reasonable and shall be subject to the grievance procedure in this Agreement.

For purposes of determining years of service, equivalent deductions of time shall be made for leaves of absences, suspensions, absences

without pay, or any time periods previously used in calculating terminal leave for this unit or any other bargaining unit in the Employer. In calculating the years of service, time during which an employee has been on leave of absence shall not be counted.

The total amount of terminal leave paid to an employee shall not exceed \$15,000.00

Section 3. An employee shall have the option to request his terminal leave, earned accumulated vacation and compensatory time in a 100% lump sum payment or in weekly installments.

Section 4. Employees hired on or after January 1, 2012 shall not be eligible for terminal leave.

ARTICLE XVII — OVERTIME/COMPENSATORY TIME

Section 1. Employees who work in excess of a thirty-five (35) hour work week shall be paid overtime at the rate of one and one-half times their hourly rate. For salaried employees, the hourly rate shall be computed by taking the employee's weekly salary and dividing by thirty-five (35).

Section 2. The Library shall assign work in excess of an employee's thirty-five (35) hour work week on a voluntary, rotating basis by seniority. If the voluntary list is exhausted and the Library must assign an employee to work in excess of a thirty-five (35) hour work week, then the Employer shall schedule same in inverse order of seniority. The Employer may bypass

either list in the case of a bona fide emergency taking into account such factors as the whereabouts of the employee in connection to the location of the emergency, special job skills required and other like factors necessary to meet the demands presented by the emergency.

Section 3. In the event a Full-Time employee works in excess of a thirty-five (35) hours in any given week, the Library shall have the option of compensating the employee with compensatory time in lieu of paid overtime. Employees will be permitted to use accrued compensatory time within a reasonable period after the employee submits a request, unless the employee's absence will create an "undue disruption" in the operations of the Library. In the event that compensatory time cannot be scheduled within 90 days of the date it is earned, the employee shall have the option of cashing out comp time. The Library will not employ a "use it or lose it" policy regarding compensatory time.

Section 4. After the work schedule is posted, an employee's schedule shall not be modified in order to avoid overtime payments.

ARTICLE XVIII — UNIFORMS AND PERSONAL EQUIPMENT

Section 1. Work uniforms, work jackets, work pants, work shirts, work caps and work shoes, etc. shall be purchased and maintained by blue collar employees.

Section 2. Material and color of uniform shall be determined by the Employer with input by Association Officials.

Section 3. Employees who receive uniform allowance and who do not wear their uniform shall be considered not working, and shall not be paid uniform allowance.

Section 4. All blue collar employees shall be required to wear uniforms after receiving uniform allowance payment. New employees shall receive \$100.00 toward initial uniform purchase.

Section 5. Each employee required to wear a uniform shall receive a maintenance allowance of \$700.00 for uniforms and protective gear, \$350.00 payable on the first day in June and \$350.00 payable on the first pay day in December. This allowance shall be pro-rated for employees working only part of the year.

Section 6. The Employer will provide a prorated clothing allowance for Part-Time blue collar Employees provided that such allowance will be paid as a reimbursement to employees who submit receipted bills.

ARTICLE XIX — GRIEVANCE PROCEDURE/DISCIPLINE

A. Purpose

1. The purpose of the grievance 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 or the interpretation of this agreement.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the employee's supervisor, department head, or the Library Director. Employees are encouraged to discuss any grievance which they may have with their supervisor or department head in an effort to resolve any such grievance informally.

3. Discipline

Employees may be disciplined for any cause allowed by New Jersey statute or regulation. Nothing contained herein shall be construed as limiting the rights of the Library regarding provisional employees, temporary employees, or employees who are in their working test period.

B. Definition

As used in this article, the term "grievance" means any controversy arising over the interpretation, application, or alleged violation of this Agreement or any complaint arising with respect to wages, hours of work or other conditions of employment, and policies which are administrative decisions that affect the terms and conditions of employment of employees covered by this Agreement and may be raised by any employee.

C. Grievance Procedure

1. The following constitutes the sole and exclusive process

for resolving grievances between parties covered by this Agreement and shall be strictly followed in its entirety unless any step is waived by mutual consent.

2. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance process within the time limits specified, then the disposition of the grievance at the last step taken shall be deemed conclusive. If a decision is not rendered within the time limits prescribed for a decision in any step in the grievance procedure, then the grievance shall be deemed to have been denied.
3. The time limits designated herein for any step of the grievance process may be extended by mutual agreement of the parties.
4. Representation. The employee shall be permitted representation by one (1) representative of the Association at each stage of the grievance process. The representative of the Association representing the employee shall not suffer any loss of pay for the time spent attending any stage of the grievance process. In addition up to two (2) witnesses, whose presence is required to resolve a grievance, shall be released from

work without loss of regular straight-time pay for the purpose of participation in such grievance.

5. Step One: Department Head. An aggrieved employee shall file his/her grievance in writing with his/her Department Head within fifteen (15) working days of the occurrence or reasonable knowledge of the occurrence of the grievance. The Department Head shall render a decision in writing within ten (10) calendar days after the grievance has been filed.
6. Step Two: The aggrieved employee shall have the right to appeal the determination of the Department Head by submitting a written appeal to the Library Director within ten (10) calendar days of the date of the Department Head's decision. The Library Director or his/her designee shall render a decision in writing within ten (10) calendar days after the appeal has been filed.
7. Step Three: Library Board. The aggrieved employee shall have the right to appeal the determination of the Library Director by submitting a written appeal to the Library Board through the Board's secretary within twenty (20) calendar days of the date of the Library Director's written decision. The Library Board shall hold a hearing on the appeal at the first regular Library Board meeting which is held eleven (11) calendar days or more following

the submission of the written grievance to the Board's secretary. The Library Board shall render a decision in writing within fourteen (14) calendar days following the hearing.

8. Step Four: Arbitration. The Association shall have the right to appeal the determination of the Library Board by filing a request for grievance arbitration with the Public Employment Relations Commission (PERC) within fifteen (15) calendar days after the date of the written decision of the Library Board. The arbitration shall be in accordance with PERC's rules for grievance arbitration set forth in NJAC 19:12-5.1 et seq. subject to the following conditions:

- a. The cost of the arbitration hearing shall be borne equally by the Association and the Library;
- b. The Arbitrator may design any remedy he sees fit as long as it is consistent with the provisions of this Agreement;
- c. All arbitration hearings shall be held at the Library, unless another location shall be agreed to by the Association and the Library;
- d. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request

the arbitration of the grievance or to terminate the grievance prior to submission of the arbitration shall be final as to the both the grievant and the Association.

D. Disciplinary Actions.

1. Any grievance hearing before the Library Board which involves disciplinary action shall constitute a departmental hearing within the meaning of NJAC 4A:2-2.6 and the decision of the Library Board following said hearing shall constitute the Final Notice of Disciplinary Action within the meaning of NJAC 4A:2-2.6.
2. Nothing contained in this article shall be construed as barring the Library Board, as the appointing authority, from taking any disciplinary action directly.
3. An employee may appeal major disciplinary action to the Civil Service Commission pursuant to NJAC 4A:2-2.8 through 2.11.
4. An employee may not appeal the decision of the Library Board regarding minor disciplinary action, except that minor discipline that results in the total number of days an employee is suspended without pay in a calendar year to exceed ten (10) days, maybe appealed to an arbitrator appointed by the Public Employment Relations Commission.

5. Disciplinary actions taken by the Library Board may not be submitted to arbitration.

ARTICLE XX — STANDARDS FOR EMPLOYEES

Section 1. To the extent that the Library is a Civil Service Employer, the Library shall comply with the rules and regulations set forth in Title 4A of the New Jersey Administrative Code.

ARTICLE XXI — MISCELLANEOUS

Section 1. The Employer agrees to cover its employees with Unemployment and Temporary Disability Insurance in accordance with Chapter 18 of the Laws of 1980.

Section 2. The Employer agrees to reimburse non-resident employees \$200.00 per year for parking permits upon receipt of paid invoice.

ARTICLE XXII- LABOR MANAGEMENT MEETINGS

Labor/Management Meetings to discuss non-contract issues considered important by either the Association or the Employer, may be arranged by mutual agreement between the Association representative and the Library Director. Meetings shall be attended by such representatives for the parties as they deem useful to the discussion. Arrangement for time, date, agenda, duration and place of such meetings shall be mutually agreeable and made in advance, and shall include a propose list of employees

who will attend, and an agenda of the matters to be discussed.

ARTICLE XXIII — TERM OF AGREEMENT

This agreement shall be effective as of the 1st day of January, 2016 and shall remain in full force and effect until 11:59 p.m., the 31st day of December, 2020 and thereafter during negotiations of any amendments or modifications until a successor Agreement is reached, however, after the termination of this Agreement, the Library shall not be required to pay any increases in salary or longevity unless and until a successor agreement is reached that includes provisions for such benefits.

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

BOARD OF TRUSTEES OF THE
FREE PUBLIC LIBRARY OF THE
CITY OF HOBOKEN

HOBOKEN MUNICIPAL EMPLOYEES
ASSOCIATION (LIBRARY UNIT)

By: [Signature]

Dated:

By: Jason D. Oberholly, President

Dated: 3/27/18

By: [Signature]

Dated: 3/27/2018

By: [Signature]

Dated: 3/27/2018