

AGREEMENT

BETWEEN

FREE PUBLIC LIBRARY
OF
THE CITY OF PATERSON
PASSAIC COUNTY, NEW JERSEY

AND THE

NEW JERSEY COUNCIL 63
A.F.S.C.M.E. AFL-CIO, LOCAL 2903

JULY 1, 2019 - DECEMBER 31, 2022

O'TOOLE SCRIVO, LLC
14 Village Park Road
Cedar Grove, NJ 07009
(973) 239-5700

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PREAMBLE

This Agreement entered into this 13th day of April, ~~December~~, 2023 by the Free Public Library of the City of Paterson, New Jersey, hereinafter referred to as the "Library", and New Jersey Council 63 and its affiliate, Local 2903, Paterson Public Library Employees, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has at its purpose the promotion of harmonious relations between the Library and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

A. Pursuant to the Public Employment Relations Act, the Library recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours and other conditions of employment and the administration of grievances arising herewith for the term of the Agreement for all Professional and Non-Professional, full-time and part-time employees employed by the Free Public Library of Paterson in titles presently included in the bargaining unit as of the execution of this contract, excluding only employees employed by the Free Public Library of Paterson entitled presently excluded from the bargaining unit as of the execution of this collective bargaining agreement, Department Heads and Craft Employees, as defined by the Public Employment Relations Act.

B. The Library shall give the Union notice of any newly established job titles at least thirty (30) days prior to establishment of these titles. The Union shall have the right to request negotiations regarding inclusion of the new title in the bargaining unit and/or file a Unit Clarification Petition with the Public Employment Relations Commission.

ARTICLE II

UNION SECURITY

A. Check-Off of Union Dues:

The employees represented in this bargaining unit may not request payroll deductions or the payment deductions or the payment of dues to any labor organizations other than the duly certificated majority representative pursuant to N.J.S.A. 52:14-15.9e. The Library shall withhold dues from each Union members' pay in an amount authorized by the Union. The amounts to be deducted shall be certified to the Library by the Treasurer of Council 63, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of Council 63 monthly at 2653A Whitehorse, Hamilton Sq. Rd., Hamilton NJ 08690. Dues shall not be withheld from employees who are not members of the Union. Any new employee who becomes a member of the Union will have a dues deduction card sent to the Library by the Union.

B. Notification of New Employees:

Within ten (10) calendar days from the date of hire of a new employee coming under the recognition clause of this Union, the Library shall provide the following contact information to information to the Union in an Excel file format: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file, date of hire, work email address, and any personal email address on file.

C. Bulletin Boards:

The Library agrees to provide, for the exclusive of the Union, one-half (1/2) the existing bulletin boards to post notices and other Union information at each work location. Such notices shall bear the Union Seal or the Union Letterhead.

D. Access to Premises:

The Library agrees to permit representatives of the International Union, the Union Council and the Local Union, with the prior approval of the Library Director or his/her designee, to enter the premises of the Library to:

1. Meet with individual employees to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

2. To conduct worksite meetings during lunch and non-work breaks and before and after the workday, at the Library to discuss workplace issues collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal Union matters involving the governance or business of the Union; and

3. To meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or in the absence of new employee orientations, at individual or group meetings.

4. Approval shall not be unreasonably denied.

E. Union Rights:

The Library agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Library or any Library representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

F. Union Meetings:

1. The Library shall permit the Union to use its premises for Union meetings provided that such meetings do not interfere with the performance of duties assigned to the employees and the premises are not otherwise in use. Such meetings may, at the Union's request, be scheduled at times when the Library is closed to the public, at no additional expense to the Library.

2. Notices of all meetings shall be submitted to the Library Director at least forty-eight (48) hours in advance, stating the time and place of the meeting.

3. Meetings conducted at the Library shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections.

G. Aid to Other Unions:

The Library agrees not to aid or promote any labor group or organization.

H. Membership Packets:

The Union may supply membership packets, which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement as well as other material mutually agreed to by the Library and the Union. The Union agrees to distribute such membership packets to new employees during the initial phase of employment, at times when these employees are not engaged in the performance on their duties.

I. Dues deduction from any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization by providing written notice to the Library during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice of an employee of revocation of authorization for the payroll deduction of fees, the Library shall provide notice to the Union of the employee's revocation of authorization. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary of employment.

J. P.E.O.P.L.E.

The Library agrees to deduct from the wages of all bargaining unit members a deduction for the Public Employees Organizing for Political and Legislative Equality ("P.E.O.P.L.E.") as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Library and the Union. The Library agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deduction had been made, and the amount deducted during the period covered by the remittance.

ARTICLE III

HOURS OF WORK

A. Regular Hours:

The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods.

B. Work Week:

The work week for all employees shall consist of five (5), seven (7) hour days, Monday through Saturday, inclusive for a total of thirty-five (35) hours, exclusive of one (1) hour lunch period per shift.

C. Work Day:

Consecutive hours of work within the twenty-four (24) hour period shall constitute the regular workday. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated within this Agreement.

D. Work Schedules:

1. Work schedules showing the employees' shift, workdays and hours shall be posted at each work location.

2. Work schedules shall not be changed arbitrarily or capriciously. Any proposed changes will be discussed by the Library and the Union in advance of implementation.

3. Except for emergencies, any employee who is scheduled to report to work and who presents him/herself for work as scheduled, shall be assigned work on the job for which he/she was scheduled. However, when daily emergencies occur, volunteers will be solicited first. In the event no one volunteers, employees will be assigned on a rotational basis, according to inverse seniority.

4. Work schedules for employees taking job courses may be adjusted by the Library Director. The Library Director may not unreasonably deny said adjustment.

E. Weekend Work:

1. Except for part-time employees, Saturday work shall be scheduled on a rotational basis, among the employees in each branch and every department to insure that all full-time employees will have at least every other Saturday off. However, employees may volunteer to work contrary to the provisions of this paragraph.

2. For employees hired prior to July 1, 2005, Sunday work shall be voluntary. However, when there are an insufficient number of volunteers, there may be involuntary Sunday employees on a rotational basis in inverse seniority order within each job classification.

3. No full-time employee in the bargaining unit shall be required to work every weekend, regardless of the circumstances, unless the employee volunteers to do so, except for the vacation period from the last week in June through the first week in September.

F. Excused Failure to Report to Work:

Whenever possible the decision to close the Library system because of snow conditions will be made and the telephone chain begins no later than 7:00 a.m. Those determining whether or not to close the system will base their decision on such factors as road conditions which make it inadvisable for employees and public safety to open, weather report for North Jersey, amount of snow fall and length of time snow has been falling. The Library system will be closed whenever the Mayor or the Business Administrator or his/her designee determines that dangerous road conditions exist.

G. Emergency Closing:

1. In case of emergency closing, if the system closes during the work shift, due to such factors as excessive temperature or inclement weather, employee who otherwise available for work shall receive a full day's pay without loss of sick, vacation or personal leave. If an emergency closing occurs during the course of an employee's work shift, the employee shall be reassigned if more than three (3) hours remains in the employee's shift.

2. If, due to an emergency, the Library closes and the employees are sent home or are instructed to remain home without loss of pay, employees who are required to remain at or report to work will be compensated with time off, hour for hour, in addition to receiving regular pay for the day.

3. If the system has not been ordered closed, then employees who can only get to a Library by car and consider road conditions in their locality make it unsafe for them to drive must make it their own decision whether to drive or not. If the Library has not been officially closed for the day, then such time may be changed to:

- a. Compensatory Time
- b. Personal Days
- c. Vacation Days
- d. Sick Days (if out of 1,2,3)

If the employee has no personal days, vacation days or sick days left, then time is lost time and will be docked from the employee's pay.

4. Those staff members who do not wish to drive or use public transportation because of road conditions, but may be within walking distance of a branch library, should report to work at their nearest branch library irrespective of their regular work assignment. Staff members reporting to work in such conditions at their nearest branch will be given credit for working.

5. The Library shall endeavor to maintain room temperature between 68 and 80 degrees or as per PEOSHA at all the Library locations. No employee shall be assigned to a work location where the temperature is above 82 or below 67 degrees. When temperatures exceed these contractual limits, the Director shall declare an emergency closing of the facility within 45 minutes. If the Director is not available, the designated authority will make the decision within that same time limit.

6. Any employee scheduled off from work for any reason on a day when there is an emergency closing as referenced above shall not be entitled to any compensation under Section G.

H. Rest Periods:

All employees' work schedules shall provide for a ten (10) minutes rest period during each one-half (1/2) shift for a total of two (2) rest periods per day. Employees and Supervisors may mutually agree on the scheduling of rest periods. Smoking breaks are included in the definition of "Rest Period". Smoking breaks are **not** in addition to the Rest Periods provided herein. Abuse of this provision will lead to disciplinary action.

I. Lunch Periods and Meals:

All employees covered by this Agreement shall have a lunch period of one (1) hour each shift with the exception of those working in Technical Processing hired prior to January 1, 2016, who may elect to take a one-half (1/2) hour lunch period and then leave one-half (1/2) hour early. Employees are not allowed to use their daily one (1) hour lunch periods for making up any lost time as a result of tardiness.

ARTICLE IV

REPORTING TIME

A. Call-In Time:

1. Any employee called for emergency duty in addition to or outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½), so long as said call-in is not contiguous with the employee's regular work shift.

2. Under no circumstances shall an employee be sent home during his/her regularly scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

B. Premium Rates of Pay:

1. All employees shall receive time and one-half (1 ½) their regular hourly rate of pay in compensatory time off for all work performed in excess of seven (7) hours in any work day; all work performed in excess of thirty-five (35) hours in any work week; and all work performed before or after any scheduled work shift.

2. However, overtime after the fortieth (40th) hour in any workweek shall be paid in cash at the rate of time and one-half (1 ½), pursuant to the Fair Labor Standards Act, as amended.

3. Sunday work will be paid at the rate of double time (2x) the employee's regular hourly rate in compensatory time off for all hours worked or in cash, the option to be the employee's.

4. There shall be no pyramiding of these premium rates of pay.

5. Any employee required to work four (4) hours of overtime following his/her regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

C. Distribution:

Overtime work shall be distributed equally to employees in the same job classification and within a department or unit subdivision on a rotational basis, beginning with the employee with the most seniority. An employee on vacation cannot be scheduled or called in for overtime before their scheduled date of return from vacation.

D. Work at Employee's Option:

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. However, if there are no volunteers, the employees shall be assigned overtime work in inverse order of seniority.

E. Overtime Pay:

All overtime work shall be paid for promptly, no later than the next regular payroll check following the pay period in which the overtime is worked.

ARTICLE V

SENIORITY

A. Definition:

Seniority means an employee's length of continuous service with the Library since his/her last date of hire.

B. Seniority Lists:

A copy of the seniority list shall be furnished to the Local Union every six (6) months. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

C. Breaks in Continuous Service:

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity, the break in continuous service shall be removed from his/her record.

ARTICLE VI

WORK FORCE CHANGES

A. Promotion and Filling Vacancies:

1. The term promotion means the advancement or reassignment of an employee to a higher paying position, which is not of a temporary situation.

2. Notice of vacancies in existing or new job classifications shall be posted on all bulletin boards within ten (10) calendar days of the decision to fill the vacancy stating the job classifications, locations, rate of pay and job requirements.

3. Employees interested in open positions, including employees on layoff, shall within the ten (10) day period make a written request for such positions to the Library Director or his/her designee.

4. Should the promotion or reassignment be of a permanent nature then the Library shall fill such positions from an appropriate Civil Service list and in accordance with existing Civil Service Rules and Regulations. However, the Library shall not refrain from selecting the highest scores, in rank order. Such decision shall not be arbitrarily or capriciously.

B. Temporary Job Openings:

If an employee is assigned to a temporary job opening, he/she shall, if such opening pays a higher rate than his/her own job title, receive the higher rate after thirty (30) consecutive days. If such a temporary job assignment pays a lower rate than the employee's regular rate of pay, he/she shall nevertheless continue to receive the higher rate of his/her own job title.

C. Layoff:

1. In the event the Library plans a layoff of employees for any reason, the Library shall meet with the Union to review such layoff at least two (2) weeks prior to the date such action is to be taken.

2. When such action takes place, it shall be accompanied by laying off any temporary and probationary employees first, after this; provisional would be laid off. Should it be necessary to further reduce the work force, then regular employees shall be laid off in inverse order of seniority in title. For the purpose of layoff, provisional employees with more than five (5) years of service with the Library will be considered regular employees. Nothing in this paragraph shall compel the Library to violate Civil Rights Laws.

3. The Library shall forward a list of those employees being laid off to the Local Union Secretary and President on the same date that the notices are sent to the employees.

4. Permanent employees to be laid off will have at least forty-five (45) calendar days notice of layoff. All other employees will receive as much notice as possible, but not less than thirty (30) calendar days.

5. When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority right to bump, or replace an employee with less seniority. Such employee may, if he/she so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he/she bumps.

D. Recall:

1. When the work force is increased after a layoff, employees will be recalled according to seniority in title. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing the notices of recall, he/she shall be considered a quit. Recall rights for an employee shall expire after one (1) year from the date of layoff.

2. No new employees shall be hired until all employees on layoff status within their present or former job title series desiring to return to work have been recalled. If an employee on layoff status is qualified to perform job functions of a job title not within their present or former job title series for which there is a vacancy, shall be given an opportunity to fulfill this vacancy prior to hiring a new employee.

E. Transfers:

1. Employees desiring to transfer to other jobs shall submit an application in writing to the Library Director. The application shall state the reason for the requested transfer.

2. Employees requesting transfer because of the elimination of their job shall be transferred to the same job on the basis of seniority and may be transferred to any other job of an equal classification.

3. The Library should send a transfer notice to:

- a. Person to be transferred and why
- b. Person's present supervisor
- c. Person's new supervisor
- d. Union President

F. Consolidation or Elimination of Jobs:

1. It is understood and agreed that the Library will notify the Union immediately, in writing, of any, major decision involving a change in the operations of its facilities, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operation.

2. Except as otherwise agreed to by the Union, the Library shall not take any action to effectuate or implement any such change, where such action would affect the employees covered by this Agreement, for a period of at least forty-five (45) days from the date of such notice.

3. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Library. An employee transferred as a result of the application of this provision shall be given reasonable training, not to exceed sixty (60) days to perform satisfactorily the job to which he/she is transferred.

ARTICLE VII

PERSONNEL FILES - EVALUATIONS

A. Evaluations:

1. Duplicate copies of evaluations by Supervisors will be given to the respective employee as per Civil Service Rule 4:1-20.2.

2. Each employee shall be notified of his/her performance and shall have the opportunity to review such evaluation with his or her supervisor.

3. Evaluations shall be uniform in terms of form and criteria used.

4. All Library employees will be subject to the mandated City-wide performance evaluation to take place once or more a year based on criteria established by the City.

5. Employee signature does not mean they agree (must sign - see page 21, section C.4.).

B. Employees, during the first ninety (90) days of their employment, will be evaluated after sixty (60) days of employment. If satisfactory, they will be covered under Section A of this Agreement.

C. Review of Personnel Folder:

1. Any employee shall have the right, upon request and advanced notice of two (2) days provided circumstances allow, to review the contents of his/her personnel file, which deals with performance, except letters of recommendation. Employees may number in sequence and date the information they had read. Such a review must take place in the presence of the Library Director or his/her designee. A Union representative may also be present.

2. The employee shall initial documents dealing with performance; but those initials show only that the employee has reviewed the material and do not signify agreement or disagreement.

3. The employee shall have the right to respond, in writing, to any document relating to performance and such response shall become a part of his/her personnel file if made within ten (10) days of the employee's initialing, as described in (b) above. A copy of each document placed in an employee's file, subsequent to the signing of the Agreement, shall be given to the employee.

4. An employee reserves the right to grieve as well as respond to any material in his/her personnel file which dates from the effective date of this Agreement.

ARTICLE VIII

HOLIDAYS

A. 1. The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

2. The Library will also be closed for Easter weekend, but no holiday benefit will be paid to employees for those days.

3. The day before Christmas and the day before New Year's Day shall be considered as half (1/2) day holidays. Employees shall be required to work a minimum of three (3) hours on these days while receiving a full day. Part-time employees, however, shall receive this benefit on a prorated basis.

B. 1. Any employee who is scheduled to work on an observed City holiday in Section (A) 1, will receive one and one-half (1.5) times his or her regular rate of pay for all hours worked on said observed holiday, in addition to their regular paycheck.

2. Any employee not scheduled to work on an observed City holiday in Section (A) 1 and who is not called in to work on said holiday shall receive no additional compensation.

3. Any employee who is not scheduled to work and is called in to work on an observed City holiday in Section (A) 1, will receive two (2) times his or her regular rate of pay for all hours worked on said observed holiday, in addition to their regular pay check.

C. If any of the holidays listed in Section (A) 1 fall on Saturday or Sunday, the holiday shall be observed either on the preceding Friday or the succeeding Monday and the Library will be opened Saturday except for:

New Years' Day
July Fourth
Christmas Day

ARTICLE IX

VACATIONS

A. Choice of Vacation Period:

1. Vacation shall be granted, work schedules permitting, at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his/her choice of vacation period in the event of any conflict over vacation period. Employees shall submit their yearly requests for use of vacation time to the Library by April 1st. If an employee fails to submit their request by April 1st, the employee will lose his/her seniority preference. The Library shall post the vacation schedule by May 1st.

2. The Library will give a written reply within two (2) weeks of receipt of any other requests to utilize vacation time.

3. Changes on approved requests may only be made with the approval of the Department Head/Branch Supervisor.

4. Vacation may not be accumulated for more than one (1) year except for purposes of travel and study, which must be approved by the Director. Permission may not be unreasonably denied. In no case shall vacation be accumulated beyond December 31st of the second year.

5. Employees who have more than one (1) year's accumulated vacation on January 18, 2017 will not lose it and will be permitted to use it.

6. Employees shall be entitled to take vacation in one-half day increments.

B. Holidays During Vacation Periods:

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee may elect to extend his/her vacation or take a day in lieu of it.

C. Work During Vacation Period:

An employee may not be called in to work on his/her vacation unless he/she volunteers.

D. Vacation Rights in Case of Layoff or Separation:

1. Any employee who is laid off, discharged, retired, or separated from the service of the Library for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

2. In case of death of such employee, such payment shall be made to his/her estate.

3. Employees shall receive vacation pay in advance on the last day worked prior to beginning their vacation, if adequate prior notice is given to the Library.

E. Vacation Eligibility:

1. All employees covered by this Agreement shall accrue and be entitled to the following annual vacation leave to be credited on January 1st following one year of employment; earned on a pro-rata basis.

2. The annual vacation leave for full time employees hired before January 27, 2005 shall be as follows:

a. Librarians (Principal, Senior and Junior)

1 st year	1 1/3 day per month
1-19 years	20 days per year
20-39 years	25 days per year
40+ years	35 days per year

b. All other full time employees covered by the Agreement shall be eligible for the following vacation leave:

1 st year	1 day per month
1-5 years	15 days per year
6-19 years	20 days per year
20-39 years	25 days per year
40+ years	35 days per year

3. The annual vacation leave for full time employees hired after January 27, 2005 shall be as follows:

a. Librarians (Principal, Senior and Junior)

1 st year	1 1/3 day per month
1-20 years	20 days per year
21-40 years	25 days per year
41+ years	35 days per year

b. All other full time employees covered by the Agreement shall be eligible for the following vacation leave:

4. The annual vacation leave schedule for part time employees shall be as follows: (Leave days are inclusive; as vacation, sick, and personal)

1 st year	0 days
2 nd year	# of hours worked per week
3 rd year	2xs # hours worked per week
4 th year	3xs # hours worked per week

5. Employees who have completed ninety (90) days on the job shall be eligible to take their accrued vacation.

6. The parties agree that vacation schedule as noted in paragraph (b) above shall not reflect a decrease in any employee's vacation leave that they enjoyed as a result of the previous agreement.

ARTICLE X

PAID LEAVES

A. Personal Leave:

Each employee will receive a total of five (5) personal days each year, which will be non-cumulative. These may not be added to vacation except in case of emergency, subject to the approval by the Director and said disapproval is not grievable. Employees shall receive personal days on a pro-rata basis until January 1st following one year of employment.

B. Jury Duty:

Employees shall be granted a leave of absence with pay any time they are required to leave for jury or jury service.

C. Union Leave:

Members of the Union who, in accordance with the Union's Constitution and By-Laws and elected or designated to attend any function of the International Union, Council 63, to which the Local Union is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, not to exceed twenty-five (25) days annually, provided that advance notification is given to the Library, in writing, by the Union at least ten (10) days prior to such date the particular function is scheduled.

D. Civil Service Examinations:

Employees shall be allowed time with pay for at least four (4) hours to take open competitive and promotional examinations set up by the Civil Service System for job opportunities offered by the City of Paterson.

E. Military Service Leave:

Employees shall be entitled to military leave in accordance with applicable Federal and State statutes and regulations.

F. Bereavement Leave:

1. Five (5) working days bereavement leave will be granted to any employees for death in immediate family, as defined by City practice: Father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grand-parent, and grand-child. The Library retains the right to require verification of the death.

2. Use of vacation or personal time to attend the funeral or memorial service of an aunt or uncle shall not be unreasonably denied. The Library shall have the right to require verification.

ARTICLE XI

SICK LEAVE

A. Sick leave. Full-time Employees shall receive a sick leave credit of no less than one (1) working day for each completed month of service during the remainder of the first calendar year of service and fifteen (15) working days in every year thereafter. The fifteen (15) working days shall be credited to the employees leave banks on January 1st. Employees shall not be paid for sick days taken after they have exhausted their accrued sick time in a given year. In addition, if the employee is separated from the Library and has used more leave time than actually accrued, the Library shall have the right to reimbursement for this time from any funds owed to the employee by the Library (e.g. two week hold back pay). Should the time used by the employee exceed the funds owed by the Library to the employee, the employee shall be responsible for paying the remaining funds owed.

B. Entitlement. Employees shall be entitled to utilize accumulated sick leave for the following reasons:

1. Personal injury or illness;
2. Where exposure to contagious diseases endanger the health of other employees;
3. Where a member of the employee's immediate family is critically ill or disabled;

4. For medical or dental examination or treatment for which arrangements cannot be made; or outside of working hours.

C. A doctor's note shall be required after five (5) consecutive days of sick leave or whenever it appears reasonable to the Library to request a doctor's certification.

D. Each employee will be granted one-day emergency leave per year. This may be applied against either Personal time or vacation time, at the employee's discretion. Approval of additional emergency leave days shall be at the sole discretion of the Division or Department Director or designee, which shall not be reasonably denied. The Division or Department Director or designee may require verification of the need for the requested emergency leave day.

E. Payment of accumulated sick leave:

Full-time employees on the payroll as of the signing of this Agreement shall receive payment for unused sick leave as follows:

1. Employees who retire after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the employee's full daily rate of pay, based upon the average base pay received during the last full year of his/her active employment prior to the effective date of retirement.

2. There shall be a maximum payout of unused accumulated sick leave of \$15,000.00 per employee.

3. Employees may request a lump sum payment for their unused accumulated sick leave when they receive notice of their retirement approval, payable as soon after the effective date of their retirement as possible.

4. Employees shall notify the Library no later than December 1st that he/she plans to retire. Failure to notify the Library may cause a delay in the retirement payment due.

5. Employees hired before May 21, 2010 who retire after at least twenty-five (25) years of service shall receive a maximum of eighty (80) days' pay over and above the \$15,000.00 maximum if the employee has accrued the proper number of days. Employees hired on or after May 21, 2010 shall not be eligible for this payment in accordance with N.J.S.A 11A:6-19.2.

F. Absence due to Injury and Workers' Compensation:

1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to three (3) months. In the event an employee is granted said injury leave, the Library's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the City. At the Library's option, the

employee shall surrender and deliver his entire salary payments, or the Library shall pay the difference.

2. If an employee returns to work from injury leave for less than three (3) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than three (3) months.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to three (3) months if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

4. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the City's Worker's Compensation carrier, with the final determination, if necessary, to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced

sick time to cover the absence. If the employee leaves the employ of the Library prior to reimbursing the Library for such advanced time, the employee shall be required to reimburse the Library for such advanced time.

5. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the Library Director.

6. It is understood that the employee must file an injury report with the Library Director so that the Library may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

7. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Library may reasonably require the employee to present such certificate from time to time.

8. If the Library does not accept the certificate of the physician designated by the insurance carrier, the Library shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Library.

9. In the event the Library appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Library appointed physician. Then the Library and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Library and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty injury leave benefits granted under this Article shall be terminated.

10. If the Library can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Library.

ARTICLE XII

UNPAID LEAVES OF ABSENCE

A. Eligibility Requirements:

Employees may be eligible for leaves of absence after six (6) months service with the Library.

B. Application for Leaves:

1. Any request for a leave of absence shall be submitted in writing, from the employee to his/her immediate supervisor. The request shall state the date the leave of absence is being requested and the appropriate length of time off the employee desires.

2. If a leave of absence is authorized, the Library Director will inform the employee of it in writing.

3. Any request for a leave of absence shall be answered promptly. As for immediate leaves because of special urgency, they shall be answered, if possible, at the end of the shift on which the request is submitted.

4. Employees shall be returned to the job classifications and locations (if possible) that they held at the time the leave of absence was approved.

C. Reasonable Purpose:

1. Leaves of absence without pay, not to exceed six (6) months, may be granted with the approval of the Library Board of Trustees, for reasonable purpose and such leave may be extended or renewed for an additional six (6) months. Reasonable purpose may not be construed to mean seeking or working on another job.

2. Reasonable purpose in each case shall be agreed upon by the Union and the Library.

D. Union Business:

1. Employees selected to any Union office or selected by the Union to do work which takes them from their employment with the Library may, with the written request of the Union and the approval of the Library Board of Trustees, be granted a leave of absence. The leave of absence shall not exceed six (6) months, but it may be renewed or extended for a similar period of any time upon the request of the Union.

2. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union.

3. Sub-sections (1) and (2) above shall not apply to more than three (3) employees at any given time.

E. Maternity:

Maternity leaves, not to exceed six (6) months, shall be granted at the request of an employee. Maternity leaves may, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months. A pregnant employee may work until term if she is able and wishes to do so.

F. Education:

1. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for education purposes. Courses must be in a field related to his/her work for some other title in the City. The period of the leave of absence shall not exceed one (1) year.

2. One (1) year of absence for educational purposes shall not be proved more than once every three (3) years.

3. Work schedules permitting, employees may also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions or similar nature that are intended to improve and upgrade individual skills or professional ability.

G. Family Leave:

All employees are covered by the Family Leave Act.

ARTICLE XIII

SALARY AND LONGEVITY

A. 1. Effective retroactive to July 1, 2019, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$30,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$31,000.

2. Effective retroactive to July 1, 2020, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$31,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$32,000.

3. Effective retroactive to January 1, 2021, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$32,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$33,000.

4. Effective retroactive to January 1, 2022, there shall be an across- the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$33,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$34,000.

5. The retroactive increases will also apply to any overtime, longevity and shift differential for those years.

6. In order to be eligible for the retroactive pay increases, a bargaining unit member must be: in employment status with the City; or, between July 1, 2019 and the signing of the parties' Memorandum of Agreement, have retired, deceased, been laid off, or resigned in good standing (not in connection with any disciplinary charges).

7. A bargaining unit member eligible pursuant to paragraph 6 above who leaves City employment before all retroactive increase payments referenced hereinabove are made to him/her shall be paid any outstanding retroactive monies due to him/her.

8. The City shall notify the PERS of the salary increases for bargaining unit members who retired prior to ratification so that their final base salary can be adjusted for pension purposes. The City shall make its pension contributions and shall deduct and submit the bargaining unit member's pension contribution from his/her retroactive amount due. The City shall also make its pension contributions and shall deduct and submit the bargaining unit member's pension contribution from his/her retroactive amount for bargaining unit members who retire prior to the first pay period of June 2022, prior to the bargaining unit member's retirement date.

9. The City will notify each employee of the retroactive payment due him/her. The retroactive payment will be paid in a separate check from the regular payroll check.

10. The parties agree to meet to discuss the possible development of a salary and title structure.

11. Upon promotion, an employee will receive the entry level salary designated for that position or one thousand five hundred dollars (\$1,500.00), whichever is greater.

12. The Library cannot pay more than ten percent (10%) above the average salary of the employee's classification for an entry-level employee. The average shall be computed by taking the highest base salary paid to an employee in a particular job title/classification and adding to that the lowest salary paid to an employee in the same title/classification and dividing it by two (2).

13. A night shift differential will be paid at a rate of three percent (3%) for full-time employees whose shift requires them to work after 4:00 p.m. Saturday staff assignment will be paid at a rate of three percent (3%) differential. This does not apply to an employee working 9-5 or 10-6 Monday through Friday.

B. Longevity Service Pay:

1. Longevity shall read the same as the Longevity package for the City of Paterson, which consists of:

5 years of service	- 2%
10 years of service	- 4%
15 years of service	- 6%
20 years of service	- 10%
25 years of service	- 12%

2. Effective July 1, 1997, there will be no longevity benefits for new employees.

C. While the Library shall maintain the right to continue performance evaluations, said evaluations shall not be used to determine wage increases for the life of this Agreement.

ARTICLE XIV

HEALTH BENEFITS

A. 1. The Employer agrees to provide coverage under the State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance. The Employer agrees to provide major medical, dental, vision, and prescription drug insurance to all employees and their dependents. For the duration of this Agreement, each employee shall make the required contribution to this plan at the Tier 4 level under P.L. 2011, Chapter 78. Employees shall become eligible for all health benefits enumerated above upon the completion of sixty (60) calendar days.

2. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan and provide certification to the Library that he/she has other health insurance coverage; the Library will waive the contribution for that employee. An employee on leave without pay who receives benefits under the State Health Benefits Plan shall be required to pay the requisite contribution, and shall be billed by the employer for

these contributions. Healthcare benefits coverage will cease if the employee fails to make timely payments.

3. The Library reserves the right to self-insure or change insurance companies in providing health benefits agreed to hereunder as long as the benefits set forth in this Agreement, and presently in effect, are in the aggregate substantially equivalent. The Union will be notified by the Library in advance regarding such changes.

B. Life Insurance:

The Library will continue to provide for the Life Insurance and Accidental Death Dismemberment Insurance, in accordance with the provisions of the PERS (Public Employment Retirement System).

C. Optical Plan:

The Library shall continue to provide, to employees only, coverage under the Optical Plan in effect since December 31, 1983. Effective retroactive to July 1, 2003, the optical plan shall be increased to provide \$50.00 for eye examinations and \$50.00 for frames/lenses. Bargaining unit employees shall be entitled to this benefit every other year, as in the current plan.

D. Retiree Health Benefits:

The Library shall provide post-retirement health benefits to full time employees and their dependents in accordance with the provisions of the New Jersey State Health Benefits Plan. The employees shall make such contribution to this plan at the Tier 4 level under P.L. 2011, Chapter 78, except for retirees that were exempted from contributions pursuant to applicable law. Said benefits shall be provided:

1. To all current employees who retire with 25 years or more of service credit with the City and who have reached 55 years of age;

a. Current employees as of December 31, 2020 who will have 25 years in the New Jersey pension plan and at least 5 years of service with the City will be grandfathered such that they are eligible for health benefits at age 55 as if they had 25 years of service with the City; and

b. Upon the death of these employees that retire with 25 years or more of service credit with the City, the surviving spouse and dependent children under the age of twenty-six (26) shall be entitled to continued coverage under the New Jersey State Health Benefits Plan with the City continuing to pay its same share of premiums and the surviving spouse and dependent children under the age of twenty-six (26) contributing to insurance premiums as required by law.

The coverage shall cease if: (1) the spouse dies; (2) the spouse remarries; or (3) the spouse reaches the age of 65.

2. New hires after December 31, 2020 who retire with 30 years or more of service credit with the City and who have reached Medicare eligibility age, and

3. To employees who retire on Social Security Disability for a period of two (2) years from the date their Social Security Disability retirement commences, until they are eligible for Medicare. The Library will pay Medicare Part B payments for these employees when they become eligible for Medicare; and

4. To all employees who retire on or after age 62 with fifteen (15) or more years of service with the City and were hired prior to July 1, 2005.

5. To all current employees as of December 31, 2020 on or after age 65 with fifteen (15) or more years of service with the City and were hired after July 1, 2005.

The Library reserves the right to self-insure or change insurance companies in providing health benefits agreed to hereunder as long as the benefits set forth in this Agreement, and presently in effect, are in the aggregate substantially equivalent. The Union will be notified by the City in advance regarding such changes.

E. Hospital and Medical - Spouses and Eligible Dependents of Deceased Employees:

For employees hired prior to December 31, 2020, the Library shall pay the cost of medical and hospital insurance under the New Jersey for the surviving spouses and eligible dependents of deceased employees who die while employed by the City. Surviving spouses and eligible dependents of deceased employees shall contribute to insurance premiums as required by law. This coverage shall cease if: (1) the spouse dies; (2) the spouse remarries; (3) the spouse reaches the age of 65; or (4) the spouse's employer offers insurance coverage.

F. The parties agree that if the State's new healthcare plans for State employees represented by AFSCME and the Communication Workers of America become available to municipalities participating in the New Jersey State Health Benefits Plan, that they will meet to discuss and negotiate possible use of these plan options.

G. When employee contributions are negotiated for successor agreements, the starting point for the parties' proposals to increase, decrease, or otherwise modify the contributions will be the present level of contributions, except where negotiations in section (F) occurs over newly available plans under the New Jersey State Health Benefits Plan.

ARTICLE XV

PART-TIME EMPLOYEES

A. Part-time employees under fifteen (15) hours per week will not be included in the bargaining unit.

B. Part time bargaining unit members designated as Part Time Permanent Employees working twenty (20) hours per week or more will receive health benefits. Part time bargaining unit members working temporarily increased hours that exceed twenty (20) hours or more will not be entitled to health benefits; however, when part time bargaining unit members temporarily increased hours exceed one (1) year or more, their status will be reviewed by Library, City and Local 2903 to move from part time to permanent with benefits. Part-time staff moved permanently to full-time will continue to receive health benefits without interruption.

C. Bargaining unit members working twenty (20) hours a week or more will receive health benefits. Employees moved permanently to full-time who are not currently receiving health benefits will receive health benefits as soon as possible pursuant to the insurance carrier's rules and regulations.

ARTICLE XVI

SETTLEMENT OF DISPUTES

A. Grievance Purpose and Definitions:

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

2. In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

3. Any employees shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.

4. A grievance is a violation of this Agreement or the interpretation or application of it.

5. The term "days" when used in this Article, shall, except where otherwise indicated, exclude Saturdays, Sundays and Holidays.

B. Procedure:

1. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

2. If the Library does not answer a grievance or an appeal thereof to the employee or AFSCME 2903, Council 63 within the specified time limits, the aggrieved employee may proceed to the next step of the arbitration procedure. Failure to announce the appeal of a grievance to the next step within the specified time limits shall terminate the grievance. However, failure on the part of management to implement a decision in favor of the grievant at any step will not preclude the aggrieved or the Union from proceeding to the next step despite the lapse of the time limits.

3. Nothing contained herein shall prevent any employee from processing his/her own grievance, provided a member of the Grievance Committee is present as an observer at any hearing on the individual's grievance.

4. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance at Step 3 of the grievance procedure, provided it is initiated and signed by a Union Representative and/or at least one of the aggrieved employees.

C. Grievance Steps:

Step 1: Immediate Supervisor and Department Head.

Any employee covered by this Agreement who feels himself/herself to have a grievance may take up the grievance with his/her immediate supervisors and the Department Head within fifteen (15) days of the date upon which the employee became aware of it, or within fifteen (15) days from the date of its occurrence. The immediate supervisor and the Department Head shall attempt to adjust the grievance on an oral or informal basis within two (2) days. If the grievance is denied, it shall be denied in writing. A grievant shall be entitled to representation by a steward and/or other authorized Union Representative.

Step 2: Library Director.

If the grievance has not been resolved, the grievance may be submitted to the Library Director within five (5) days following the determination at Step 1. Within five (5) days of notification by the Union, a meeting will be held with the Library Director or his/her designee. The grievant may be represented at this meeting by his or her steward, the Local President or his or her designee, and Council 63. A decision will be rendered, in writing, within five (5) days following the meeting.

Step 3: Library Board of Trustees.

If the grievance has not been resolved, it may be submitted, within ten (10) days of the determination at Step 2, to the President of the Board of Trustees or his or her designee. Within ten (10) days of notification by the Union or at the next regular Board of Trustees meeting, whichever is sooner, a meeting will be held with the Board of Trustees or a committee designated by the Board. The grievant may be represented at this meeting by his or her steward, the Local President or his or her designee and/or Council 63. The Union shall be entitled to discovery, in writing, and both the Union and Management shall have the right to call witnesses, if they choose, at the aforementioned meeting. A decision will be rendered, in writing within five (5) days following the meeting.

Step 4: Arbitration.

1. If the grievance has not been resolved at Step 3, then, within ten (10) days from determination of the grievance at Step 3, the Union may submit the grievance to arbitration.

2. In the event that the employee elects to pursue Civil Service procedures, he/she may not choose to use arbitration.

3. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission (PERC) of the State of New Jersey.

Simultaneously, with application to the Public Employment Relations Commission, the Union will send notice to the Library of its application for arbitration.

4. The decision of the Arbitrator shall be final and binding on all parties. Only matters pertaining to the application and/or interpretation of the provisions of this Agreement may be brought to arbitration. No Arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement.

D. Matters Relevant to the Grievance Procedures:

1. Grievance Committee members may investigate and process grievances during working hours. The performance of this function shall not interrupt the normal operation of the Library.

2. The names of the members of the Local Union who may represent the employees shall be certified in writing to the Library by the Local Union.

3. The Local Union President or his/her designated representative shall, when situations warrant, be free to bring to the attention of the Library Director, any conditions, which may be a threat to the normal operating conditions of the Library.

4. The Union reserves the right to have a non-employee Union representative all steps of the grievance procedure.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

A. Exercise of Rights:

1. Disciplinary action or measures shall include only warnings, suspensions, demotions and discharges. The Library may demote an employee, however, only for gross incompetence. This does not supersede any other provision of this Agreement.

2. Disciplinary action may be imposed upon an employee only for just cause. Any action taken with respect to an employee may be processed through the grievance procedure. Any action which provides for loss of pay, demotion or discharge, may, if the Union desires, start on the second step of the grievance procedure.

3. The Library, except in cases involving bodily harm or damage to property or loss of property, shall give the Union five (5) days' notice, in writing, of the intention to suspend or discharge an employee. The Union and the Library shall make every effort to resolve the matter. If the matter cannot be resolved and the action takes place, the Local Union Representative and the employee will be given, in writing, the reason for the action. The writing served on the employee shall contain a description of the alleged acts of conduct including references to date, time and places.

4. It is the policy of the Library not to reprimand an employee before other employees or the public.

ARTICLE XVIII

GENERAL PROVISIONS

A. Pledge Against Discrimination and Coercion:

The Library and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, religion, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation, or any other legally protected status.

B. Union Activities on Library's Time and Premises:

The Library and the Union recognize that Union officers and stewards have their relationship to their jobs a need for continuity in the assigned location, which exceeds that of other fellow employees. Work schedules permitted to Library will endeavor to maintain Union-Officer and job steward continuity in their job assignments.

C. Contract Negotiations:

1. The Library will give time off with no loss of pay for five (5) members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

2. This Agreement and its provisions will be extended to remain in full force and effect during any extended periods of negotiations that take place on the new Agreement subsequent to this Agreement's expiration date.

D. Work Rules:

1. The Library agrees that a new work rules or changes in existing rules shall not become effective until they have been discussed by the Library and the Union.

2. Employees shall comply with all existing rules, regulations, directives and Library policies that are not contravened by the terms of this Agreement, provided that these rules, regulations, directives, and Library policies are uniformly and equitably applied and enforced.

E. Protections and Security for Employees:

1. The Library shall make every effort to provide adequate protection at all work installations for all employees during their respective shifts. This Section does not include the obligation on the part of the Library to hire security guards.

2. The Library agrees to provide storage space for work related bargaining unit equipment.

3. By September 1, 2008, the security guards will be provided with a system of communicating with the City's Police Department.

F. Parking:

The Library will make every effort to provide a parking facility for its employees at various work locations at no cost to the Library.

G. Temporary Employees:

The Library shall follow Civil Service Law, Rules and Regulations with respect to temporary employees.

H. Car Allowance:

Employees who are authorized to use their personal automobiles on Library business will be reimbursed at the prevailing City rate per mile.

I. Disabled Employees:

The Library shall make every effort to place employees who become partially disabled on their present jobs on work which they are able to perform.

J. Time-Off for Meetings:

When meetings requiring participants of the Union and the Library, like departmental meetings, court proceedings, quasi-judicial meetings and administrative meetings are called by the Library during working hours, participating employees shall not lose pay as a result of such attendance.

K. Staffing:

A minimum staffing level of two (2) employees is required for public access to any branch or department. The second person could be any Library employee. No library employee other than security officers will be required to perform security officer functions that are likely to lead to physical confrontations/altercations.

L. Uniform Allowance:

1. Maintenance workers, security guards, and the clerk driver will receive their uniform allowance of seven hundred dollars (\$700.00) in cash per year in lieu of a voucher system.

2. If an employee fails to wear the assigned uniform, the employee will be sent home for the day without pay in addition to being subject disciplinary action.

M. Safety Committee:

1. The Library and the Union agree to form a Safety Committee to discuss safety issues. The Committee shall consist of two Union representatives, the Director, and another individual designated by the Director.

2. The Safety Committee shall meet on a monthly basis on a mutually agreed upon date and time.

3. The Union representatives shall provide an agenda to the Director at least twenty-four (24) hours in advance of the meeting.

4. The Union understands that the Safety Committee is advisory only. The Library shall not be required in any way to implement any of the suggestions issued by the Safety Committee.

N. Surrender of Property:

The Library will make reasonable efforts to have the union president or her/his designee present when a bargaining unit member is required to surrender Library property. The parties agree that instances may arise where it is not feasible or not possible to have the union president or her/his designee present when a bargaining unit member is required to surrender Library property. An itemized list of all property returned shall be prepared and signed by both the employee and a Library representative.

O. Workplace Enhancement Democracy Act:

The parties agree to comply with the requirements of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11 et seq.

ARTICLE XIX

SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

B. The parties further agree to negotiate a substitute for the invalidated portion to the extent the matter is subject to negotiations.

C. If in any case this Agreement is in conflict with New Jersey Civil Service Commission regulations, the New Jersey Civil Service Commission regulations will prevail.

ARTICLE XX

MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Library and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Library.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Library, after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Library.

5. To warn, reprimand, suspend, demote, discharge, any employee for good and just cause according to law.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive. Subject to the Civil Service Commission's Rules and Regulations.

B. The Library reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

C. Nothing contained herein shall be construed to deny or restrict the Library of its rights, responsibilities and authority under any other national, state, county or local laws and regulations.

ARTICLE XXI

NO STRIKES

Neither the Union nor any employee shall induce or engage in any strikes, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XXII

TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and shall supersede any and all such previous rules, regulations, and laws. No verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provision herein.

ARTICLE XXIII

LABOR-MANAGEMENT COMMITTEES

A. Labor-Management Committees:

1. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees shall be established at the departmental levels of operations to discuss important matters of mutual interest. The size of the committees shall be limited to the number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon local arrangement.

2. Such committees will meet as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.

3. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked. Management shall make every effort to schedule meetings during reasonable hours without loss of pay.

4. The employee relations, joint labor management committees will meet quarterly.

5. a. Labor-management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement. Matters may be referred to and from the facility and departmental levels as necessary. The parties may issue joint meeting minutes and letters of understanding.

b. Disagreements growing out of the implementation of memorandum or letters of understanding signed by the Director may be subject to the grievance procedure.

6. Staff representatives of Council 63, will render assistance to local joint committees on procedural and substantive issues as necessary to fulfill the objective of this Article and may participate in such meetings.

B. Work Rules:

1. Proposed new rules or modifications of existing rules shall first be discussed with the Union representative before they are established.

2. Supervisors shall not work overtime where non-supervisory employees are available, except in the case of emergency, or the inability of the employee to work overtime if the Library is unable to contact employees.

3. An employee required to work outside of his/her specific job classification, more than eight (8) hours in one (1) work week, shall receive his/her rate for the job, whichever is greater.

ARTICLE XXIV

REQUIRED SCHOOL AND TUTION REIMBURSEMENT

A. Required School or Instruction:

If an employee is required by the Library to attend school or a program of instruction, the Library shall be responsible for tuition, fees, books and materials connected with such course or program.

B. The tuition reimbursement plan of the Library is designed to assist an employee in securing further education or training which, in the judgment of the Library, will make a direct contribution to the employee's job. Such direct contribution means that there must be a definite technical or professional relationship between the course and the present job responsibilities of the employee as determined by the Library. The following conditions must be met for tuition reimbursement.

1. The employee seeking approval for a course must be employed by Library for at least one (1) year prior to consideration for tuition reimbursement.

2. The course which the employee seeks to take must be directly related to the employee's present job or must be a course which will prepare the employee for future opportunities within the employee's department.

3. Approval for a course must be made prior to enrollment.

4. The employee must first complete the application for Tuition Reimbursement and submit same to his/her supervisor.

5. The employee will pay the tuition. Reimbursement to the maximum noted below will be made upon presentation of a bursar's receipt showing satisfactory completion of the course.

6. The maximum allowance reimbursable for one (1) semester is fifty percent (50%) of the total tuition, not to exceed three hundred dollars (\$300.00) for the school year September 1, through August 31.

7. There is no reimbursement for the cost of books, special fees, or other incidental charges.

ARTICLE XXV

TERM AND RENEWAL

A. This Agreement shall be effective as of July 1, 2019 except where otherwise provided, and shall remain in full force and effect until December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing to modify this Agreement. In the event such notice is given, negotiations shall begin in accordance with the rules and regulations of P.E.R.C.

B. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE XXVI

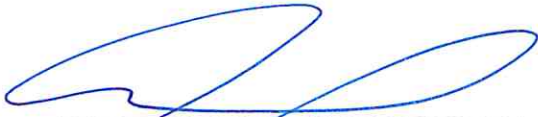
COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations.

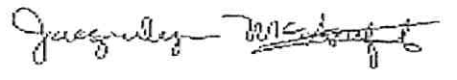
IN WITNESS THEREOF, the parties have caused their names to be signed on 13th day of April, 2023

CITY OF PATERSON

A.F.S.C.M.E. Local 2903



MAYOR



Local 2903 president



BUSINESS ADMINISTRATOR





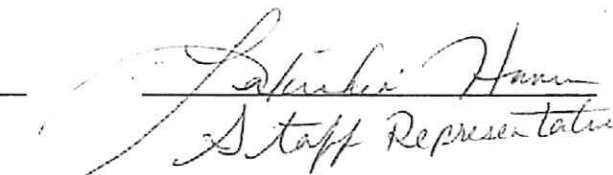
DIRECTOR OF PERSONNEL



ATTEST:



CITY CLERK



Staff Representative