

AGREEMENT

BETWEEN

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

AND

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

(PART-TIME EMPLOYEES)

January 1, 2005 - December 31, 2007

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PREAMBLE

THIS AGREEMENT entered into this 16th day of June, 2005, by and between the Board of Trustees of the Ocean City Free Public Library and the Communications Workers of America, AFL-CIO, hereinafter called the "Union" represents the understanding between the Library and the Union on all issues contained herein.

WITNESSETH

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

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I
UNION RECOGNITION

A. The Library hereby recognizes the Union as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all regularly employed part-time non-professional library employees, including senior library assistant and library assistant, employed by the Ocean City Library, but excluding managerial executives, confidential employees and super visors within the meaning of the New Jersey Employer-Employee Relations Act; craft employees, professional employees, police, casual employees; full-time employees, employees in other bargaining units, bookkeeper, page, administrative secretary, computer technician, and all other employees of the Ocean City Library. The Library shall notify the Union, in writing, of the designation to or elimination of a title from the negotiation unit thirty (30) days prior to the effective date of the amendment.

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

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

ARTICLE II
MANAGEMENT RIGHTS

A. It is recognized that the management of the Library, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Library, including the right to enforce rules and regulations, policies or other statements of procedure not inconsistent with this Agreement or the laws and constitutions of the State of New Jersey and the United States, whether or not such enforcement has occurred in the past.

Accordingly, the Library hereby retains and reserves unto itself, the Board of Directors, the Library Director and their designees, 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 constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey or United States:

1. the executive management and administrative control of the Library and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJDOP regulations;
3. the reprimand, suspension, demotion or discharge of employees or other disciplinary action for cause;

4. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJDOP regulations;
5. the determination of the number of employees and of the duties to be performed, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason in accordance with applicable NJDOP regulations;
6. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
7. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the Library;
8. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
9. the determination of the amount of overtime to be worked;
10. the determination of the methods, means and personnel by which its operations are to be conducted;
11. the determination of the content of work assignments;
12. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
13. the making, maintenance and amendments of such operating rules as it may from time to time deem

best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the Library.

- B. The Library recognizes that by agreeing to the foregoing provision the Union has not waived its right to negotiate concerning mandatorily negotiable terms and conditions of employment.

ARTICLE III
RULES AND REGULATIONS

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

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

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

ARTICLE IV
LEGAL REFERENCE

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

B. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of Federal, State and Local laws.

C. The parties agree that they will not engage in any discrimination against any employees on the basis of race, color, religion, national origin, age, gender, disability, marital status, or union membership or activity.

ARTICLE V
DUES DEDUCTION

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

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

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

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

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Library. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next

succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15,9(e) as amended.

F. Any permanent or provisional employee in the bargaining unit on the effective date of this Agreement who does not join the Union within 30 days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within 10 days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be paid in an amount not greater than 85% of the regular Union membership dues, fees, and assessments as certified to the employer by the union. The Union may revise its certification on the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement as long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Union and the Library.

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

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

ARTICLE VI

UNION REPRESENTATIVES AND MEMBERS

A. The Library agrees to grant time off, without pay, to Union representatives, not to exceed 5 days in the aggregate per year, for the purpose of attending to Union business relative to Library employees, on condition that said representatives provide the Director with 5 working days written notice. In order to minimize the impact of this time off on the representative, the Library will attempt to adjust the representative's schedule so that they are off for the Union business but do not lose any normally scheduled hours of work.

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

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

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

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

ARTICLE VII
GRIEVANCE PROCEDURE

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

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

C. A "grievance", as used herein, means any controversy arising over the interpretation, application, or violation of this Agreement.

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

1. Step One- Library Director

(a) The aggrieved party may file his/her grievance in writing to the Library Director within 20 calendar days after the occurrence of the event giving rise to the grievance. (Grievance form to be used.)

(b) The Library Director shall have 10 calendar days to meet with the grievant and Union representative and to render a written decision to the grievance. Failure to meet and/or render a decision within 10 days shall be considered a denial of the grievance.

2. Step Two- Library Board

(a) If the grievant or Union is not satisfied with the decision rendered at Step One, he/she may advance the grievance to Step Two within five calendar days after receiving the Step One answer, or, if no Step One answer has been rendered, within 15 calendar days from the day the grievance was submitted at Step One.

(b) The President of the Library Board shall have 15 calendar days to meet with the grievant and Union representative. The President of the Library Board shall have 45 days to render a written decision on the grievance, after review and approval by the Board.

3. Step Three- Binding Arbitration

(a) In the event the grievance has not been satisfactorily resolved at Step Two, the Union,

and only the Union, may submit the matter to arbitration on the following conditions:

- (1) The request for arbitration shall be filed only by the representative of the Union.
 - (2) The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than 30 calendar days after receipt of the response or expiration of the time to respond at Step Two.
- (b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Library Director. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
- (c) For all nondisciplinary grievances, the cost for the service of the arbitrator shall be borne equally by the Library and the Union. Any other expenses, including, but not limited to, the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring the same.
- (d) For disciplinary grievances, the cost of the arbitration hearings shall be borne equally by the Library and the Union. Any other expenses, including, but not limited to, the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring the same.
- (e) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to those involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

E. The designated Union representatives shall be permitted as members of the Grievance committee to confer with employees and the Library on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Library or require the recall of off-duty employees, and further provided that permission is granted in advance by the Director. Such permission shall not be unreasonable denied.

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

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

ARTICLE VIII
DISCIPLINE AND EVALUATION PROCEDURES

A. Employees may be evaluated by their supervisors or other designee from time-to-time, as determined by the Library, but not more than three times, each agreement year. These evaluations shall be followed by written reports and by conferences between the employee and the evaluator for the purpose of identifying strengths and weaknesses.

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

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

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

E. All discipline shall be governed by the New Jersey Department of Personnel rules and regulations and shall not be subject to arbitration, except as provided below. No employee shall be disciplined or reduced in compensation without just cause, and such action shall be subject to the grievance procedure as follows:

1. For permanent employees, discipline of more than five days shall not be subject to binding arbitration, but shall be subject to New Jersey Department of Personnel procedures.
2. Suspensions of 4 or 5 days shall be subject to binding arbitration. Oral or written reprimands shall be addressed informally only.

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

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

copy of said report shall be given immediately to the employee.

- H. Charges should be brought against any employee within a reasonable time after a documented incident. Reasonable time under most circumstances shall mean thirty (30) calendar days.
- I. An employee shall be given access to all material in existing central personnel file upon request and reasonable notice and have the right to make a copy of anything in his/her file.

ARTICLE IX
UNION BULLETIN BOARD

The Library hereby agrees to install in a prominent nonpublic location in the work area a bulletin board for the use of the union, which space shall be shared with full time employees. The Union shall supply the bulletin board.

ARTICLE X
EXTRA CONTRACT AGREEMENTS

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

ARTICLE XI
WORKWEEK AND OVERTIME

A. Hours of Work:

- 1. The Library is currently in operation Monday through Sunday except for holidays (reviewed in Section B, Overtime). The present Library working hours are 9 a.m. to 9 p.m. weekdays, from 9 a.m. to 5 p.m. Saturdays, and from 1 p.m. to 5 p.m. Sundays. Employees shall only be paid for hours actually worked by the employee and shall not be compensated for hours when the Library is closed for any reason.
- 2. No part-time employee shall be scheduled to work more than 1,456 hours per calendar year.

B. Overtime:

1. Overtime shall be paid to employees in accordance with the provisions of the United States Fair Labor Standards Act.

ARTICLE XII
LEAVES OF ABSENCE

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

1. Periods of absence shall not exceed one hundred twenty (120) days at any one time. Such leaves may be renewed for an additional thirty (30) days by the Director through the appointing authority with the approval by the Board of Trustees. No further renewal or extension may be granted except upon request by the Director and written approval by the Library Board of Trustees in accordance with the Department of Personnel rules.
2. Leaves of absence shall be requested by the employee in writing at least 30 days (if possible) prior to requested commencement date. A written response from the Library Board of Trustees and/or its representative shall be provided within ten (10) working days after submission of the request.
3. Requests for leave may be denied at the discretion of the Director. The grant of a request for leave of absence on one or more occasions shall not obligate the Director to grant such a request on any subsequent occasion. The Library will attempt to return employees to the same schedule and the same position upon return from an approved leave of absence but the employee shall not be guaranteed such position or schedule.

4. Any individual who discontinues working for in excess of thirty (30) consecutive days, other than for leaves of absence granted under this Article or under the Federal Family and Medical Leave Act or the New Jersey Family Leave Act, if applicable, or military leave in accordance with Federal and State statutes, shall be deemed to have resigned their position. Said individuals may reapply for employment in the future and will be considered along with any other applicants. At the time the employee commences the leave, the employee must notify the Director in writing if the employee intends to take a thirty (30) day leave and must state in the writing that the employee's failure to return at the end of the thirty (30) day leave shall be considered a resignation in good standing. (See Form of Request attached as Exhibit A)

B. Bereavement Leave - Unpaid bereavement leave shall be granted to employees, for the following incidents:

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

Death of an aunt or uncle - one calendar day.

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

2. Proper notification shall be given to the Director as soon as possible.
3. The Library will adjust the employee's schedule to allow the employee the desired leave and will, if requested by the employee and to the extent reasonably possible and subject to the rights of other employees, attempt to schedule additional hours in the weeks following the employee's return from bereavement leave in order to enable the employee to make up the hours lost while on leave.

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

D. Personal Leave - Personal leave of one unpaid day per calendar year shall be granted by the Director to an employee to attend to his/her personal business, provided the employee notifies the Library at least one week prior to the intended date of the leave. The Library will attempt to schedule additional hours for the employee in order to enable the employee to make up the work hours lost by the employee while on leave. Said time may be used for emergencies, religious holidays, or personal matters. A personal day may be taken at any time, with the required notice, provided there is no scheduling conflict. A scheduling conflict shall mean any time the Library would have to compensate someone at a premium time to give the employee the day off. Any conflict may be resolved on the basis of seniority within the titles of the represented employees.

F. Pregnancy Disability Leave

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

G. Sick Leave

1. Service Credit for Sick Leave- All employees shall be entitled to sick leave with pay.
2. (a) During the first year of employment only, an employee shall be entitled to and accrue three (3) minutes of sick time for every hour actually worked by the employee. Thereafter, an employee shall be entitled to and accrue three and three

quarter (3.75) minutes of sick time for every hour actually worked by the employee. The Library will provide employees with a statement of their accumulated sick leave upon request of the employee but not more frequently than on a monthly basis.

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

3. Reporting of Absence on Sick Leave

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

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

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

4. Verification of Sick Leave

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

(1) An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall have his/her sick leave record reviewed by the Director and thereafter may be

required to submit acceptable medical evidence for any additional sick leave in that year.

In cases where an illness is of a chronic or recurring nature causing repeated absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

- (2) The Library may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.
 - (3) The Union further acknowledges that the Library, through its Director or his/her designee, may adopt such sick leave verification policies to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union 20 days prior to its implementation.
- (b) In case of sick leave due to exposure to contagious disease, a certification from the Department of Health shall be required.
5. Medical Verification- The Library may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Library by a New Jersey Board-certified physician designated by the Library. In the Library's sole discretion, the Director may make reasonable accommodation of an employee's choice of doctors in matters of unique personal illness. Such examination shall establish whether the employee is capable of performing his/her normal duties, and that his/her return will not jeopardize the health of other employees.
 6. Use of Sick Leave - Employees shall be permitted to use any accumulated sick leave for:

- a. Personal illness or injury
- b. exposure to contagious disease
- c. care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or
- d. death in the employee's immediate family

7. Sick Leave Cash-in

Employees shall be permitted to cash-in up to one-half of any unused sick time which the employee has accumulated as of September 30 of each year. Employees must notify their supervisors no later than November 1 of each year if they elect to cash in sick leave. Sick leave which is cashed in shall be paid no later than December 15 of each year at the employee's rate of compensation at the time it is cashed in.

H. Vacation Leave -

- 1. Commencing with hours worked on or after January 1, 2005, employees shall accumulate vacation leave at the rate of 3.00 minutes for every hour actually worked. In recognition of continuous service, employees who work for in excess of 7,280 hours shall have their vacation entitlement increased based upon the following factors:

<u>Hours of Service</u>	<u>Accumulation Rate</u>
7,280	3.75 minutes/hour actually worked

- 2. If an employee becomes sufficiently ill so as to require inpatient hospitalization while he/she is on vacation, he/she may charge such period of illness and posthospital recuperation against sick leave at his/her option. Said employee must submit proof of hospitalization and physician's certificate as to the need for posthospital recuperation.
- 3. For members of the bargaining unit, vacations shall be picked by seniority, within classification. Requests must be reviewed by the

Director for approval, and members must be given written reason for any denials.

4. Vacation leave shall be taken during the calendar year in which vacation leave is earned, excluding the months of July and August, at such time as permitted by the Director, unless the Director determines and certifies that it cannot be taken because of pressure of work.
5. Any unused vacation resulting from the pressure of work as determined by the Director may be carried forward and used no later than March 31 of the succeeding year.
6. An employee shall not be recalled to work on his/her vacation except in an emergency.
7. Vacation may be granted in half-day increments.
8. If the employee is requesting vacation leave of one day or more, a 48-hour advance written notice must be given.
9. In recognition of service prior to commencement of this Agreement, current employees who commenced employment with the Library prior to January 1, 2005 shall be granted vacation days to be used in 2005 in accordance with the following schedule:

<u>Commencement of Employment</u>	<u>Number of Hours</u>
2003-2004	4 hours
2001-2002	8 hours
Before 2001	12 hours

10. As soon as reasonably practicable after execution of this Agreement by all parties, the Library will provide each employee with a written statement reflecting the number of vacation hours which have been credited to the employee. Thereafter, the Library will provide employees with a statement of accumulated vacation hours on a quarterly basis, with statements to be issued as of January 1, April 1, July 1, and October 1 of each year.

I. Miscellaneous

1. Except for military leave, education, sick, or disability leave, or any other leave designated by the Merit System Board or by law, periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise posted by the Library and/or by the New Jersey Department of Personnel rules.
2. Child care leave may be granted under the same terms and conditions as all other leaves without pay.
3. A permanent employee shall take a leave without pay to campaign for and/or serve elective public office in the City of Ocean City for the term of the office.
4. A leave of absence that is approved for a specific purpose and is used for another purpose may be considered an abuse.
5. Leave time granted for bereavement and personal time shall not be deducted from any other time or benefits owed to the employee, and such time is not cumulative.

ARTICLE XIII
COURT TIME

A. If an employee is required to appear in court at the request of the Library on his/her day off or time off, he/she shall be compensated according to Article XI [WORKWEEK AND OVERTIME].

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

ARTICLE XIV
HOLIDAYS

- A. The following shall constitute paid holidays under this Agreement:
1. New Year's Day
 2. Martin Luther King Day
 3. Presidents' Day
 4. Good Friday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Columbus Day
 9. Veterans Day
 10. November Election
 11. Thanksgiving Day
 12. Day After Thanksgiving
 13. Christmas Day
- B. An employee who is scheduled to work any of the above-scheduled holidays shall be entitled to compensation at the rate of time and one-half the employee's regular rate of pay for hours actually worked on any of the above holidays.

ARTICLE XV
MISCELLANEOUS PERSONNEL PRACTICES

- A. Each employee shall have access to his/her personnel file at reasonable times and upon written request to and prior approval of the Director.
- B. An employee shall be made aware of any reports or charges made against him/her. He/she shall have the right to remain silent until he/she consults with an attorney or the Union.
- C. An employee shall, within 30 days of engaging in outside employment, notify the Director in writing of the employment. He/she shall provide in this letter a listing of the position held, the name of the outside employer, and the hours of employment.
- D. An employee shall be entitled to engage in outside employment during off-duty hours provided that such employment does not conflict with his/her employment

responsibilities as an employee of the Ocean City Free Public Library.

E. All employees shall be entitled to two 15-minute coffee breaks for every seven hour shift. Employees who work less than a seven hour shift shall be entitled to one 15 minute break.

ARTICLE XVI
EDUCATIONAL BENEFITS

A. If participation is approved by management, each employee shall be granted three days leave per year with pay, for purposes of professional improvement (i.e., workshops, seminars, conferences, etc.) directly related to the employee's current job. The employer shall pay the registration fee for said workshops or seminars.

ARTICLE XVII
HEALTH AND SAFETY

A. The Library agrees to provide a safe and healthful place to work.

B. The Library agrees to provide the Union, and employees who so request, the chemical names of any substances used in the workplace.

C. In the event the Library and the full-time employees represented by the CWA establish a Health and Safety Committee, one member of the Union shall be permitted to participate in any meetings scheduled by the Library and the CWA.

ARTICLE XVIII
COMMENDATION

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

ARTICLE XIX
UNIFORM ALLOWANCE

A. If the Library determines or mandates a uniform, the Library will provide each employee with one (1) uniform

ARTICLE XX
OUT-OF-TITLE

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

A. Employees must work out-of-title for 30 consecutive scheduled work days before being eligible for out-of-title pay. If the 30-day threshold is met, pay shall be retroactive to the 15th day.

B. In order to be eligible for out-of-title pay under subparagraph A above, the employee must notify the Library as soon as the employee considers himself or herself to be working out-of-title and the employee shall only be entitled to out-of-title pay after the expiration of thirty (30) or fifteen (15), as applicable, consecutive scheduled work days in which the employee has worked out of title. Employees entitled to out-of-title pay shall be paid the higher of the employee's then current rate of pay or the amount paid to the lowest paid employee working regularly in the out-of-title position.

ARTICLE XXI
WAGES

A. Effective January 1, 2005, all unit members shall receive a fifty cent (\$.50) per hour increase in base wage, provided that no employee's salary shall exceed the maximum wage as set forth in the wage range set forth in Article XXII, below.

B. Effective January 1, 2006, all unit members shall receive a fifty cent (\$.50) per hour increase in base wage, provided that no employee's salary shall exceed the maximum wage as set forth in the wage range set forth in Article XXII, below.

C. Effective January 1, 2007, all unit members shall receive a fifty cent (\$.50) per hour increase in base wage, provided that no employee's salary shall exceed the maximum wage as set forth in the wage range set forth in Article XXII, below.

D. The salary increases set forth above shall not result in any employee being paid in excess of the maximum salaries set forth in Article XXII, below.

ARTICLE XXII
RANGES

Effective January 1, 2005, the salary ranges, i.e., minimums and maximums shall be:

Library Assistant	\$7.25 - 12.00 per hour
Senior Library Assistant	\$9.25 - 14.00 per hour

Effective January 1, 2006, the salary ranges, i.e., minimums and maximums, shall be:

Library Assistant	\$7.50 - 12.25 per hour
Senior Library Assistant	\$9.50 - 14.25 per hour

Effective January 1, 2007, the salary ranges, i.e., minimums and maximums, shall be:

Library Assistant	\$7.75 - 12.50 per hour
Senior Library Assistant	\$9.75 - 14.50 per hour

The above ranges shall apply to all employees covered by this Agreement, including employees hired after the date of execution of this Agreement.

All employees shall adhere to the range maximums of the applicable title.

ARTICLE XXIII
INSURANCE, HEALTH AND WELFARE

A. Employees who work in excess of 1,000 hours in a calendar year shall receive a stipend in the amount of \$500.00 in lieu of health insurance benefits.

ARTICLE XXIV
FAIR LABOR STANDARDS ACT

The Library is required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to employees covered by this Agreement. The Library reserves the right to take

appropriate action to ensure such compliance, including, but not limited to:

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

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

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

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

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

ARTICLE XXV
MUTUAL COOPERATION PLEDGE

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

B. Nothing contained in this Agreement shall be construed to limit or restrict the Library in its right to seek and obtain such judicial relief as it may be entitled to have under the law.

ARTICLE XXVI
SEVERABILITY AND SAVINGS

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

ARTICLE XXVII
DURATION

A. This Agreement shall be in full force and effect as of January 1, 2005, and shall remain in effect to and including December 31, 2007, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, no later than 120 days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City on this 16 day of June, ~~2004~~ 2005

FOR THE UNION:

FOR THE FREE PUBLIC LIBRARY
BOARD OF TRUSTEES:

Lynn Buckley - CWA Rep

John B. Flank Pres.

Michael Lychanski, PRESIDENT

Joseph Leeds, CWA ^{Shop} Steward

[Signature]

MEMORANDUM OF UNDERSTANDING

The following sidebar provisions are deemed to be in the best interest of the parties and shall remain in effect as if part of the original contract. They have been agreed to independently by each party and fully resolve any outstanding complaints, grievances or disputes regarding the subjects of said agreement.

HEALTH AND SAFETY SIDEBAR AGREEMENT

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

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

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

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

FOR THE UNION:

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

Lynn Buckley - CWA Rep

John R. Flood Pres.

Michael Lepinski, PRESIDENT

Jayma Leeds, CWA ^{Shop} Steward

[Signature]

Date: June 16, 2005

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REQUEST FOR LEAVE OF ABSENCE

(For Leaves Other Than
New Jersey Family Leave
Or Federal Family and Medical Leave)

Employee's Name: _____

Reason for Request: _____

Proposed Start Date of Leave: _____

Proposed Conclusion Date of Leave: _____

The undersigned acknowledges and agrees that, in the event the employee fails to return to work at the library within thirty (30) days after commencement of the leave, the undersigned shall be deemed to have resigned in good standing, unless otherwise specifically authorized by the Library Board pursuant to Article XII, A.
