

**AGREEMENT BETWEEN**

**THE OAKLAND PUBLIC LIBRARY**

**AND**

**PUBLIC EMPLOYEE DIVISION, LOCAL 108, R.W.D.S.U.,  
UFCW  
(OAKLAND PUBLIC LIBRARY EMPLOYEES)**

**JANUARY 1, 2012 THROUGH DECEMBER 31, 2014**

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## PREAMBLE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Board of Trustees of the Oakland Public Library, the County of Bergen, and State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Board of Trustees," and Local No. 108, Public Employees Division, R.W.D.S.U., UFCW, a representative of certain employees of the Oakland Public Library, hereinafter called the "Union," represents the complete and final understanding of all bargainable issues between the Board of Trustees and the Union.

## ARTICLE I - RECOGNITION

The Board of Trustees recognizes the Union as the exclusive bargaining agent for all white-collar employees of the Oakland Public Library, other than pages, all Sunday personnel, part-time employees who work less than twenty (20) hours per week,<sup>1</sup> per diem employees and the Library Director.

## ARTICLE II - MANAGEMENT RIGHTS

A. The Library hereby retains and reserves unto itself 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 the activities of its employees;

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<sup>1</sup> The Oakland Public Library recognizes Dianne Kopek and Debbie Burnett and who are part-time employees who work less than twenty (20) hours per week are members of the Union and will be treated as part-time employees under this Agreement.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;

4. To make rules of procedure, to introduce new or improved methods and equipment, to determine work schedules and shifts subject to prior negotiation with the Union as to compensation therefore, and to decide the number of employees needed for any particular reason;

5. To make, maintain and amend such reasonable rules and regulations as it may from time to time deem necessary for the purpose of maintaining order, safety, and/or effective operation of the Library and to require compliance by the employees provided such rules and regulations do not conflict with the terms and conditions of employment as contained in this Agreement.

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

## ARTICLE IIA – DEFINITION OF EMPLOYMENT

### A. Definition of Employment

All library employees working thirty-five (35) hours or more are to be considered full-time employees; those employees working twenty (20) hours or more per week are to be considered part-time employees.

## ARTICLE III – EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statute, Civil Service Laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Library or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before any Library Officials or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto; then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

D. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any

discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or federal law and except political or religious activities shall not be conducted during working hours.

- E. Elected representatives of the Union, not to exceed two (2), shall be permitted time off for Union business provided the Director determines that the efficiency of the department is not adversely affected. Prior consent shall be obtained from the Director, which shall not, however, be unreasonably withheld.

#### ARTICLE IV – GRIEVANCE PROCEDURE

A. Definition and Purpose

A grievance is a claim by an employee, or group of employees, that the policies of the Board were not properly applied or were violated by the Director, the Board or another employee. Anyone making such a claim will be known as the “aggrieved person.”

The purpose of the following procedure is to secure, at the lowest level, equitable solutions to the problems which may from time-to-time arise affecting employees.

These proceedings will be kept as informal and as confidential as may be appropriate. All papers and documents relating to grievance and its disposition should be filed in the employee’s file which will be located in the library building.

B. Procedure

The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be, extended by mutual agreement in writing. The

procedure should be followed in its entirety unless waived by mutual agreement in writing.

1. Step One – Within four (4) working days after either the occurrence of the event or acts which give rise to a grievance, an employee with a grievance shall first orally discuss the same with his/her immediate supervisor with the objective of resolving the matter informally. Within four (4) working days following the oral discussion, the supervisor shall communicate his/her decision to the employee. If the decision is unsatisfactory to the employee, or if the supervisor fails to communicate the decision, the employee may proceed to Step Two.

2. Step Two – Within four (4) working days following the result of Step One, the employee shall file the grievance, in writing, with the Director. It should set forth the specific nature thereof, the facts relating thereto and the action requested to be taken. Upon receipt of the written grievance, the Director shall forward a copy of same to the Board. Within four (4) working days, the Director shall communicate his/her decision, in writing, to the employee and the Board. If the decision is unsatisfactory to the employee, or if the Director fails to communicate the decision, the employee may proceed to Step Three.

3. Step Three – Within four (4) working days following the result of Step Two, the employee may submit a written grievance to the Board, with a copy to the Director. Within thirty (30) days of receipt, a hearing will be held by the Board. The aggrieved person and the Director shall be notified, in writing, of the day of the hearing and shall submit pertinent facts to the Board, in writing, at least seven (7) days prior to the hearing. Both may be present at the hearing. The



Board shall notify the employee and the Director of its decision, in writing, fourteen (14) working days thereafter.

4. Step Four – Should either party be unsatisfied with the decision in Step Four, then within fourteen (14) days the issue will be submitted to an arbitrator appointed by N.J.P.E.R.C. for a binding decision.

**C. Civil Service Remedies**

The grievance procedure set forth herein shall not be construed to limit or restrict remedies available through the State Department of Personnel (formerly Civil Service Commission) as set forth in its rules, regulations and statutes.

**D. Union Representation**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, or at his option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

**E. No Reprisals**

No reprisals of any kind shall be taken by the Library against any party in interest, any representative, any member of the union, or any other participant in the grievance procedure by reason of such participation.

**ARTICLE V – DEFINITION OF WORK WEEK**

**A. Hours of Work and Overtime**

1. The standard work week consists of thirty-five (35) hours. All full-time employees, , may be required to work one evening per week and every

third Saturday as assigned by the Director; as part of the standard thirty-five (35) hours. In cases of emergency only, employees may be required to work additional evenings or Saturdays on a rotating basis. Such emergency conditions are to be limited to periods of no longer than five weeks from the date of notice.

2. Full-time employees are entitled to a one half-hour unpaid meal break. Employees working a seven hour day are entitled to one (1) fifteen minute break. The meal break cannot be used to shorten the work day.

3. Management reserves the right to hire a separate Sunday staff at wage levels as determined.

4. Part-time employees who work six (6) or more hours per day are entitled to a one half hour unpaid meal break. The meal break cannot be used to shorten the work day.

5. Overtime Distribution -- All overtime must be pre-approved by the Director. After thirty-five (35) hours per week (not including the daily one-half hour unpaid meal break), overtime compensation will be at the rate of time and one-half. Sick leave shall not count as hours worked for overtime purposes in accordance with the FLSA.

6. Employees who elect to earn compensatory time in lieu of overtime cannot accrue more than thirty-five (35) hours of compensatory time. Use of compensatory time shall not cause overtime and must be pre-approved by the Director, which shall not be unreasonably denied.

ARTICLE VI – HOLIDAYS

- A. Full-time employees shall be entitled to the following holidays (part-time employees are entitled to a pro-rata leave depending on hours worked):

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Columbus Day	New Year's Eve

- B. In the event of any of the aforementioned holidays fall on a Sunday, the following Monday is observed. If a holiday falls on a Saturday, the preceding Friday will be observed. For full-time employees only, if a holiday falls on a day when an employee is not working, he or she will receive another day, within a sixty (60) day period, at a time approved by the Director.
- C. Compensation for working the holiday should be at the rate of time and one-half.

ARTICLE VII – VACATIONS

- A. Full-time employees are entitled to vacation leave (part-time employees are entitled to a pro-rata leave depending on hours worked). During the employee's first calendar year of service, he/she will earn one day for each month of service completed. Employees must complete six (6) full months of service before they are entitled to use their vacation time. Following the first calendar year of employment, vacation time will be earned as follows:

YEARS OF SERVICE

NUMBER OF VACATION DAYS

1 through 5 years	12 days
6 through 10 years	15 days
11 through 15 years	17 days
16 or more years	20 days
21 + years	23 days

- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Director, unless the Director determines that it cannot be taken because of pressure of work. Vacation must be requested at least two weeks in advance and is subject to the approval of the Director in accordance with the needs of the library. The Director must receive and approve or deny the request within five (5) working days. Failure to respond to the request will be taken as approval of the request. A maximum of one week of unused vacation may be carried forward into the next succeeding year. The balance of the year's unused vacation will go into the bank.
- C. In a retirement year, an employee may carry forward and collect vacation days from the retirement year (on a pro-rata basis) and the year previous.
- D. Vacation leave may be taken in blocks of no less than one-half day. Personal leave can be taken in blocks of one hour.
- E. Employees who are leaving the Oakland Public Library prior to six (6) months of service are not entitled to vacation pay. Upon leaving the employment of the Oakland Public Library, vacation time for the current year will be pro-rated for the months that the employee was on the payroll.

- F. All full-time professional employees with a Masters of Library and Information Services or a Masters of Library Science will be granted twenty (20) days, following the first calendar year of service. Part-time employees holding an Masters of Library Science degree will receive pro-rated benefits as specifically set forth in this Agreement.

#### ARTICLE VIII – HOSPITALIZATION AND INSURANCE

All qualifying full-time employees' Health and Hospitalization, Prescription, Optical and Dental Insurance will be fully consistent with the Borough's White Collar contract, which is presently offered through the B-MED Joint Insurance Fund (See Summary Sheet attached hereto). All full-time employees receiving medical coverage shall contribute to his/her medical coverage in accordance with State Law. In order to qualify for medical coverage, an employee must work 25 hours or more per week.

#### ARTICLE IX – SICK DAYS

A. Service Credit for Sick Leave

1. In his/her first year of employment, employees shall earn one and one-quarter (1.25) pro-rated sick day per for each month worked (based on the hours worked) in the first calendar year of employment. Thereafter, employees shall be entitled to fifteen (15) pro-rated sick leave (based on the hours worked). No sick-leave will be granted to temporary or per diem employees.
2. In accordance with applicable State Law, sick leave may be utilized by employees when they are unable to perform their work by reason of personal

illness, accident or exposure to contagious disease, medical appointment or to care for a member of the immediate family who is seriously ill.

3. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one and one-quarter (1.25) sick day per month for each month worked during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days at the beginning of each calendar year thereafter.

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

5. Sick leave can be utilized in two (2) or more hour increments.

B. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employees' starting time:

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice of five (5) consecutive days shall constitute a resignation.

C. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days, shall be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of death or serious illness in the immediate family, reasonable proof shall be required.

3. The Board may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the Board, by a physician designated by the Board. 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.

#### ARTICLE X – RETIREMENT AND SEPARATION

##### A(1). RETIREE MEDICAL COVERAGE

Upon retirement for qualifying full-time employees,, the Board will continue the employee and his/her current spouse, civil union partner and/or eligible

dependents, if the employee so chooses, the medical, dental, prescription and vision insurance plans offered by the Borough, subject to the following:

(a) The employee must retire from the Library and have at least twenty-five (25) years in PERS and at least fifteen (15) years with the Library or retire from PERS at age 62 and have at least fifteen (15) years with the Library.

(b) If the employee is employed by a firm that offers a medical plan, he must choose that plan, and upon the effective date of that plan, be removed from the Board's plan.

(c) This benefit shall cease when the employee reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first.

(B) UNUSED SICK DAYS

1. Upon retirement or resignation of a member of the unit for other than disciplinary reasons, the employee shall be entitled to receive the following numbers of sick days paid at his or her last rate of earning prior to the termination of the employment based upon the following years of service from date of hire, subject to there being accumulated sick days up to said amount, which shall not exceed \$15,000, or an amount established by State Law, whichever is less:

<u>YEARS OF SERVICE</u>	<u>UNUSED SICK PAY</u>
0 through 4 years	0 days
5 through 9 years	20 days
10 through 14 years	25 days
15 through 19 years	32 days
20 through 24 years	60 days



25 and more

70 days

- (C) Upon permanent separation from employment for any reason, vacation days previously earned will be paid at the employee's salary at the time of separation.

#### ARTICLE XI -- PERSONAL LEAVE

Only full-time employees are entitled to personal leave. After three months of employment, full-time employees shall be entitled to three (3) personal days per year, with the approval of the Director, Full-time employees hired after January 1, 2013 shall only be entitled to two (2) personal day per year.. The Director cannot unreasonably withhold approval. Personal leave may be taken in blocks of one hour. Personal days not utilized during the year are forfeited. There shall be no payout for unused personal days.

#### ARTICLE XII -- SALARIES AND COMPENSATION

All employees of the Oakland Public Library covered by this agreement shall receive the following wage increases over their base salary for the preceding year.

1. Effective January 1, 2012 - 1.5% or \$1200, whichever is greater.
2. Effective January 1, 2013 - 2.5% or \$1350, whichever is greater.
3. Effective January 1, 2014 - 2.5% or \$1350, whichever is greater.

Part-time employees shall receive a pro-rated percentage of the wage increase.

\* The minimum salary for full-time employees shall be \$25,000.

**ARTICLE XIII – LONGEVITY SCHEDULE**

- A. There will be no longevity for employees hired on or after January 1, 1997.
- B. Other currently employed members shall receive longevity as specified on the following pages:

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<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
16 through 20 years	9% based on employee's base salary
Over 20 years	11% based on employee's base salary

- C. Anniversary dates are January 1<sup>st</sup> and July 1<sup>st</sup>, therefore the first day of employment is considered the first year. If employment date is anytime between January 1<sup>st</sup> and June 30<sup>th</sup>, the anniversary date reverts to January 1<sup>st</sup>. If employment date is anytime between July 1<sup>st</sup> and December 31, the anniversary date becomes July 1<sup>st</sup>.

**ARTICLE XIV – BEREAVEMENT LEAVE**

Full-time employees shall be granted up to three (3) days leave for death in the immediate family, (spouse, civil union partner, child, parent, grandparent, grandchild, brother, sister or-in-law), or for persons living in the same household.

**ARTICLE XV – WORK RULES**

The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XVI – NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown or walkout against the Board. The Union agrees that such action could constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown or walkout against the Board.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Union in its right to seek and obtain such judicial relief as it may be entitled to

have in law or in equity for injunction or damages or both in the event of such breach by the Board or any person acting on its behalf.

#### ARTICLE XVII – NON-DISCRIMINATION

A. There shall be no discrimination by the Library or Union against any employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Library or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

#### ARTICLE XVIII – SAVINGS AND SEPARABILITY

A. Maintenance of Benefits.

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Library in force on said date, shall continue to be so applicable during the terms of this Agreement. 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 existing employee benefit.

B. Separability.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XX – DEDUCTION OF REPRESENTATION FEES**

- A. For all employees who have signed Union membership application cards, the Board shall deduct from his/her salary Union dues to be paid to a representative to be designated by the Union.
- B. For all employees within the unit who have not signed Union membership application cards, the Board shall deduct as a representation fee, an amount equal to eighty-five (85%) percent of the regular Union membership dues from the employee's salary to be paid to a representative designated by the Union.
- C. The Secretary to the Library Board will be exempt.

**ARTICLE XXI – HEALTH AND SAFETY**

- A. Employees shall have the right to refuse unsafe work. No employee shall be disciplined for refusing to perform duties that present imminent dangers provided there is agreement by the Director.
- B. There shall be a Joint Safety Committee established with two (2) Members nominated by the Union, two (2) members from the Board, and one (1) representative from the Insurance Company. The Committee shall meet and make recommendations which shall be implemented in a timely manner by the Board.

C. It is expressly understood that nothing set forth in the preceding paragraphs of this Article in any way diminishes the Library's exclusive and unilateral right to determine the equipment to be utilized, or the means, methods, processes or procedures to be followed, in carrying out the Board operations.

ARTICLE XXII - TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2012, and shall remain in effect to, and including December 31, 2014, without any reopening date. In the event a successor Agreement is not executed on or before December 31, 2014, between the parties, this Agreement shall continue in full force and effect until such time as the new Agreement is implemented.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals at Oakland, New Jersey on this 29<sup>th</sup> day of July, 2013.

ATTEST:

OAKLAND PUBLIC LIBRARY  
BERGEN COUNTY, NEW JERSEY

BY: [Signature]

BY: [Signature]

PUBLIC EMPLOYEE DIVISION,  
LOCAL 108, R.W.D.S.U., UFCW

WITNESS:

BY: [Signature]

BY: \_\_\_\_\_

BY: [Signature]

BY: \_\_\_\_\_

BY: [Signature]