

AGREEMENT

Between

THE BOARD OF TRUSTEES OF THE
FREE PUBLIC LIBRARY OF BAYONNE, NEW JERSEY

and

LOCAL 2261, affiliated with AFSCME NEW JERSEY COUNCIL 63
of the AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE: January 1, 2022 through December 31, 2026

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I – RECOGNITION.....	2
ARTICLE II – MANAGEMENT RIGHTS	2
ARTICLE III – CHECK-OFF	4
ARTICLE IV – UNION REPRESENTATIVES AND VISITATION	4
ARTICLE V – EQUAL OPPORTUNITY	5
ARTICLE VI – DISCIPLINE AND DISCHARGE.....	5
ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURES.....	6
ARTICLE VIII – WORKING RULES AND PROVISIONS	8
ARTICLE IX – HOURS OF WORK	8
ARTICLE X – SENIORITY	10
ARTICLE XI – OVERTIME	11
ARTICLE XII - CALL-IN AND REPORTING PAY	12
ARTICLE XIII - HOLIDAY CALENDAR.....	12
ARTICLE XIV - VACATIONS.....	13
ARTICLE XV - PERSONAL LEAVE	15
ARTICLE XVI – LEAVES OF ABSENCE	16
ARTICLE XVII - LONGEVITY	18
ARTICLE XVIII – UNIFORMS.....	19

ARTICLE XIX - SALARIES AND WAGES.....19

ARTICLE XX – HEALTH BENEFITS.....19

ARTICLE XXI – SICK LEAVE.....23

ARTICLE XXII – CONTRACT ALL INCLUSIVE24

ARTICLE XXIII – TERMS AND DURATION OF AGREEMENT.....24

AGREEMENT

PREAMBLE

This Agreement made and executed as of the day of 20__ by and between The Board of Trustees of the Free Public Library of Bayonne, New Jersey (“Library”) and Local 2261, affiliated with AFSCME New Jersey Council 63 of the American Federation of State, County and Municipal Employees, AFL-CIO (“Union”).

WITNESSETH:

WHEREAS, it is the desire, intent and purpose of the parties hereto and this Agreement shall promote and improve their relations and make them harmonious, and to provide for the conduct of the Library’s business under methods which will further to the fullest extent possible service to the public, economy and efficiency of operations, and the avoidance of interruption of library services, and;

It is also the Intent of the parties that this Agreement shall make provision for salaries, hours, working conditions and the adjustment of grievances so that at all times there shall be an orderly and expeditious consideration and settlement thereof, all of which shall constitute the conditions under which the employees in the bargaining unit shall work for the Library during the term of this Agreement

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I
RECOGNITION

Section 1.

The Library recognizes the Union as the sole and exclusive collective negotiating representative for all permanent employees employed by the Library, pursuant to Title II of the New Jersey statutes (and regulations thereunder), in the following, titles: Senior Librarian, Junior Librarian, Senior Library Assistant, Junior Library Assistant, Senior Clerk, Principal Clerk, Principal Library Assistant, Junior Library Clerk, Senior Maintenance Repairer, Maintenance Repairer, Building Maintenance Worker, Heating and Air Conditioning Operator and guards. Excluded from the just described negotiating unit are: Library Director, Assistant Library Director, confidential employees, supervisors, students and all other employees.

Section 2.

The Library further agrees that it will not, during the entire term of this Agreement, recognize, negotiate collectively with, enter into contractual relations, either written or oral, with any other labor organization, with respect to the negotiating unit covered by this Agreement.

ARTICLE II
MANAGEMENT RIGHTS

Section 1.

- A. It is recognized that there are certain functions, responsibilities and management rights exclusively reserved to the Library, among which are, but without limitation, the direction and operation of the Library, the determination, of the number and location of its facilities, the curtailment of services, the partial or complete closing of facilities, the number and size of departments, the services to be offered, the types of work to be performed, the schedules of services, the methods, processes and means of providing library services and support operations, the equipment to be used, and the making and enforcing of reasonable rules and regulations for the Library's operations and the discipline and safety of employees. None of the rules and regulations so formulated, or as changed from time to time, shall be inconsistent with this Agreement. If a change in the rules is proposed by the Library, notice shall be given to the Union's Library Representative seven (7) days before its effective date, during which time the Union may, if it so desires, meet and discuss such changes with the Library's designated representative, unless an emergency exists – in which case, the spirit of the above shall be honored.
- B. All such rules and regulations shall be posted by the Library and observed by the employees.

- C. The rights of the Employer to schedule shifts and hours of work and to assign the work of employees is also recognized as within management's rights except as otherwise provided or limited by any applicable provision of this Agreement or by law.

Section 2.

The Library shall have the exclusive right to hire its employees from any direct source it desires consistent with Civil Service requirements. The appointment assignment, promotion, demotion, transfer, discharge or discipline for just cause and temporary and/or permanent layoff of employees are the sole function of the Library, except as may herein otherwise be provided or limited by any applicable provision of this Agreement or by law.

Section 3.

The Library retains and may exercise all rights, powers, duties, authorities and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and the United States of America.

Section 4.

The Library reserves the right to establish, revise or amend working rules, regulations and procedures which now exist or may be required in the future. Both parties agree that the Library reserves the right to manage and control all of its facilities and to observe and obey all national, state and local referenda, statutes enacted by the Legislature, applicable City Council ordinances, Library Board of Trustees' policies, procedures and resolutions, and decisions rendered by any federal court of competent jurisdiction and by the Courts of the State of New Jersey, subject to its duty to bargain with the Union as required by law.

Nevertheless, the parties understand and agree that during times of a declared national, state or municipal state of emergency or public health emergency, including but not limited to an epidemic (sudden outbreak of a disease in a certain geographical area) or pandemic (outbreak of a disease that has spread internationally and across several countries or continents), the Library, in its sole and absolute discretion, may institute and implement such measures, policies and directives to protect the health, safety and welfare of its employees and the public. Employees shall at all times abide by such emergent measures and policies, and directives as instituted by the Library to protect the health, safety and welfare of Library employees and the public. It is understood that as public servants, the Library may require an employee to work overtime hours or work a different work schedule as may be made mandatory during a declared national, state or municipal state of emergency or public health emergency, including but not limited to, an epidemic or pandemic, in the Library's sole and absolute discretion.

ARTICLE III
CHECK-OFF

Section 1.

The Library agrees to deduct the monthly dues for Union membership from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Library by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2.

Employees may revoke their authorization for the Library to deduct monthly dues from their pay at any time, simply by providing written notice to the Library. Within five (5) days of receipt of written notice from an employee revoking authorization for payroll deductions of monthly dues, the Library shall notify the Union. The revocation shall become effective within thirty (30) days of the date the employee submits the revocation to the Library.

“Section 3.

The Union agrees that it will indemnify and save harmless the Library against any and all actions, claims, demands, losses or expenses (including reasonable attorneys, fees) in any matter resulting from action taken by the Library at the request of the Union under this Article.

Section 4.: P.E.O.P.L.E.

The Library agrees to deduct from the wages of all bargaining unit members a deduction for 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 deduction 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 IV
UNION REPRESENTATIVES & VISITATION

Section 1.

Members of the bargaining unit may designate two of their members as Union delegates to act as their representative in discussions with the Library. After such selection is made, the Library shall be notified in writing by the Union of the delegates’ names. No employee shall act as a delegate until his/her name has been certified in writing by the Union to the Library Director.

It is understood that this arrangement is essentially that of a principal delegate and an alternate so that normally only one at a time need be involved in Union business.

Section 2.

Normally, Union business should be conducted on non-working time and in non-working areas. However, if there is no other reasonable alternative, the delegate may investigate grievances or conduct similar Union business on working time, but such is not to take place in the presence of the public, nor interfere with Library service or functions.

Section 3.

A designated, non-Library employee representative of the Union may visit the Library for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. This right shall be exercised reasonably. The Library shall be notified in writing by the Union of individual so designated. Such visit shall not interfere with Library services and functions. Discussions between employees and the Union representative shall take place outside the presence of the public. The representative of the Union shall notify the Library Director of his/her presence on the premises.

ARTICLE V
EQUAL OPPORTUNITY

Section 1.

The Library and the Union agree to continue their policies of not discriminating against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, age, sex, gender, gender identity or expression, sexual orientation or preference, disability, pregnancy (including childbirth and related medical conditions), marital status, civil union or domestic partnership status, veteran's status, alienage/citizenship status, domestic violation victim status, genetic information and predisposing genetic characteristic, or because the employee/applicant is or is not a member of the Union.

ARTICLE VI
DISCIPLINE AND DISCHARGE

Section 1: Discipline

A. Disciplinary action or measures shall include the following:

- Oral Reprimand
- Written Reprimand
- Suspension Without Pay (notice to be given in writing)
- Discharge

- B. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- C. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2: Discharge

- A. The Employer shall not discharge any permanent employee without just cause. Except where violence and/or the health and safety of other employees may be involved, the Employer shall give the Union five (5) working days, notice of the intention to discharge an employee and during that time the Employer may suspend the employee without pay. During such five (5) days the two sides shall meet to try and resolve the case. If discharge takes place, the Union and the individual will be given a written reason for discharge and the grievance procedure may be invoked.
- B. The Union shall have the right to take up a suspension and/or discharge as a grievance, starting at Step 2, but if not resolved, may take the grievance to the third step of the grievance procedure, and the matter shall be handled in accordance with the procedure set out in Article VII, including arbitration.

Section 3: Discipline Documentation

- A. All records of disciplinary actions, including those records for non-suspension disciplinary actions, shall become part of the employee's permanent personnel file maintained by the Library and any other Department maintaining such file.

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1.

A grievance means a dispute between the parties concerning the application, meaning or interpretation of this Agreement. The grievance must be initiated within twenty (20) working days of the event giving rise to the grievance or within twenty (20) working days of its discovery through due diligence. Unless filed within the time provided, such grievance shall be deemed abandoned.

STEP 1. The grievance shall be in writing, signed by the grievant and shall state the provisions of the contract allegedly involved. The grievance shall be discussed between the designated Union representative and the Library's designated first step representative or representatives within five (5) working days at a time mutually agreeable to the parties. The grievant is entitled to be present at this meeting, but the Union representative (a person other than the grievant) shall be the spokesperson for the grievant. A written answer to the Union shall be made by the Library's first step representative within two (2) working days from the date of discussion.

STEP 2. If the grievance is not settled at Step 1 the same shall be submitted in writing, signed by the grievant It shall set forth the facts supporting the grievance and shall be submitted, within five (5) working days after the answer in Step 1, to the Director or any person designated by him/her. The answer to such grievance shall be made in writing, to the designated local Union representative (with a copy to the Union's District Council) within five (5) working days of its submission. Reference to "working days" in this Article shall exclude Saturday, Sundays and paid holidays.

Section 2.

Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, sympathy strikes, slowdowns, mass resignations or mass absenteeism, sick-outs, picketing or other similar concerted action which would involve suspension of or interference with work. The Employer shall not lockout its employees during the term of this Agreement. Employees not scheduled to work may maintain an informational picket, but scheduled employees must report and perform their work.

Section 3.

In any grievance or dispute involving the construction of Statutes, either party may proceed in the appropriate court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

Section 4.

If the grievance is not settled at the conclusion of Step 2 and in the event the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, the Union shall have the right to submit such grievance to arbitration. In no event may an employee or the Union, on his behalf, pursue his claim under both Civil Service procedures and arbitration.

Section 5.

If the grievance is not settled at the conclusion of Step 2, then it may be submitted to binding arbitration by either party provided notice in of the intent to do so is given to the other party within ten (10) working days of the decision in Step 2. No later than ten (10) working days after giving written notice of an intention to arbitrate, the moving party must submit a written request to the State Board of Mediation or PERC for the appointment of an arbitrator pursuant to agency procedures. A copy of the moving party's written request must be simultaneously served on the Library Director.

Section 6.

The arbitrator shall have full power to hear the dispute and he/she shall make a written determination on the grievance which gave rise to the dispute. The decision of the arbitrator shall be final and binding on the Library, the Union and the employees involved. The cost of arbitration shall be borne by the Library and the Union equally. Arbitration shall be equally available to the Library.

Section 7.

Each grievance will be arbitrated separately and by a different arbitrator except, pursuant to mutual agreement, where grievances are of a similar nature. The arbitrator shall have no power to add to, subtract from or modify this Agreement.

Section 8.

Failure to comply with the provisions of this Article shall make the last decision of the Library final and conclusive on said grievance. All steps of the grievance procedure must be followed faithfully by the Union as a pre-condition to arbitration.

ARTICLE VIII
WORKING RULES AND PROVISIONS

Section 1.

The Library may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and not be inconsistent with the terms of this Agreement.

Section 2.

The Library agrees that should an employee be assigned to perform duties other than his normal job classification, he/she shall be paid the higher rate of pay should that situation exist, subject to Civil Service Rules and Regulations.

ARTICLE IX
HOURS OF WORK

Section 1.

The Library is open to the public six (6) or seven (7) days per week, Monday through Saturday, and on evenings. Accordingly, the Library has the right to assign employees to perform work on Saturdays, Sundays, and on evenings. Such work assignments shall be scheduled in advance by the Director. Absence on a scheduled Saturday, Sunday, or a scheduled evening by an employee shall be made up in those situations where the Library has incurred overtime expense in providing coverage for the absent employee; provided, however, that no makeup is necessary where the employee is absent because of a death in the family (as defined in Article XVI) or because of jury duty. In situations of extended absence where the Library is able to schedule around the absence without incurring overtime expense, make up is at the discretion of the individual(s) involved. In the event of an unscheduled absence by an employee assigned to work either a Saturday, Sunday, or an evening, the Library has the right to reschedule another employee to substitute for the absent employee. The Library agrees not to start scheduling Sunday hours prior to January 1, 2025. When the Library begins scheduling Sunday hours, the Library will not be open on Sundays between July 1 and Labor Day, as well as the Sundays surrounding the following

holidays: Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, Easter, and when any other closed Holiday falls on a Saturday or Sunday.

Section 2: Work schedules

A. Maintenance Personnel

1. All Maintenance Personnel must possess and maintain a current boiler operator's license (blue seal or black seal), and their job duties will include monitoring the boiler, heating, ventilation and air-conditioning (HVAC) system within the Library. The regular work week will be a five-day week, which shall include work on Saturdays and Sundays. Maintenance personnel also shall be responsible for security and guard duties as part of their regular job duties. In the event of a change in assignment, the Director will give two (2) days' notice to the individual where circumstances permit, but failure to give notice is not grounds for refusing the assignment.
2. Maintenance employees will work two (2) shifts Monday through Thursday, 7:00 A.M. to 2:00 P.M. and 2:00 P.M. to 9:00 P.M., and a third shift of 9:00 A.M. to 4:00 P.M., if staffing permits. Each will be a consecutive hours shift, so employees will not get a meal period.
3. Maintenance employees also will work a Friday and Saturday shift from 8:30 A.M. to 5 P.M., or 8:30 A.M. to 4:30 P.M., and 9:00 A.M. to 5:00 P.M., if staffing permits, on such days when the Library is open to the public or for special events or activities. Employees will receive a one (1) hour lunch break when working on Friday or Saturday.
4. There will also be a Sunday shift from 11:00 A.M. to 4:00 P.M. on such days when the Library is open to the public or for special events or activities, and although working for five (5) hours, employees working on Sunday will be paid for seven and one half (7.5) hours for the day at their regular base rate of pay. This will be a consecutive hours shift, so employees will not get a meal period. This Sunday shift is a scheduled assignment and does not constitute a "call-in" as described in Article XI.
5. The Library reserves right to hire part time Maintenance employees in the Boiler and Air Conditioning Rooms and for all other Maintenance Functions, as needs require. The above shifts and shift times may be changed as the needs of the Library warrant.
6. The Library will give the Union one (1) week's notice of its intent to make such change unless emergency conditions require otherwise.

B. Professional and Clerical

The regular work week is a five-day week of forty (40) hours, including a meal period of one hour each day the employee is scheduled to work for a shift lasting longer than six (6) hours. Employees

can be scheduled to work Monday through Sunday, but any full-time employee scheduled to work on a Saturday or a Sunday shall be scheduled off a different day during the week (Monday — Friday). Employees working on a Sunday will be scheduled to work for four and a half (4.5) hours, but will be compensated for a full seven (7) hour shift at their regular base rate of pay.

Section 3.

- A. Schedules of work shall be posted one (1) month in advance. There will be no change in schedules except in the case of emergency (unforeseen circumstances) or where leaves of absence or vacation require. In the event of a change (other than for emergency [unforeseen] reasons), the affected employee and the Union will receive two (2) weeks' notice, Emergency or unforeseen circumstances include cold weather situations when, because of heating costs, it would be prudent to close the main Library and/or branches early.
- B. Each employee shall provide the Library Business office with a telephone number where he or she may be reached in the event a change in work schedule becomes necessary. The above description of work hours does not constitute a guarantee.

Section 4: Evening Shift

Employees working the evening shift shall receive a \$0.50 per hour shift differential added to their base wage for all hours worked after 5:00 p.m.

ARTICLE X
SENIORITY

Section 1.

Seniority is as defined by New Jersey Civil Service Rules. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority rights. Any employee who is granted a leave of absence without pay shall not have such leave credited to his seniority.

Section 2.

Seniority shall be used for purposes of providing preferential treatment for the most senior employee in the selection of vacations and personal leave days whenever there is a conflict between the preferences of two or more employees. Shift assignments, building assignments and provisional promotions will be made on the basis of the Library's needs and the skill to immediately and satisfactorily perform the work required without any training. If these criteria are satisfied by two more employees, seniority will then prevail. Demotions, layoffs, recalls and transfers shall be governed by the provisions of Title II, the New Jersey Civil Service Act and regulations.

ARTICLE XI
OVERTIME

Section 1.

All hours worked in excess of forty (40) hours in any work week shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate unless otherwise indicated. For salaried employees working forty (40) hours per week, the hourly rate shall be calculated by dividing 2,080 hours into the employee's current annual salary. For salaried employees working thirty-five (35) hours per week, the hourly rate shall be calculated by dividing 1,820 hours into the employee's current annual salary. Employees who work seven consecutive days in any regular work week shall receive double time for those hours worked on the seventh consecutive day, which are in excess of forty (40) hours worked in that same week. Double time will also be paid for hours worked consecutively in excess of fourteen (14) hours. Double time as used above means two times the employee's regular hourly rate. Employees shall have the option of using compensatory time at the regular wage.

Section 2.

When an employee has been called, to work on a scheduled work day and is required to begin that work before his/her scheduled starting time, he/she shall be paid on the basis of time and one-half his/her regular hourly rate for hours worked prior to the scheduled starting time. There will be a minimum of one hour's pay at time and one-half for such early report. Upon beginning his/her regular work day at the normal starting time, the employee will receive straight time for work performed during regular hours.

Section 3.

In the event that an employee is required to remain at work after completion of his regularly scheduled work day, he shall be paid time and one-half his regular hourly rate for each hour worked thereafter, up to and including the fourteenth consecutive working hour, except in the following situation. An employee assigned to the Boiler and Air Conditioning Rooms who is held over at the end of his normal shift (either 7:00 A.M. —2:00 P.M. or 2:00 P.M. —9:00 P.M.) will receive the overtime rate upon commencing the eighth consecutive hour, but there will be no recognized lunch or meal period through the entire shift. If an employee has left work and is called back on overtime to cover a scheduled shift which is normally eight (8) hours, such employee shall be entitled to a minimum of five (5) hours of overtime.

Section 4.

Overtime work is to be distributed as equally as practicable on a rotation basis beginning with the most senior employee qualified to do the work. If none of the more senior employees accepts the assignment, the least senior employee will be assigned and will perform the work.

ARTICLE XII
CALL-IN AND REPORTING PAY

Section 1.

An employee who is called in for work outside of his/her regular schedule shall be guaranteed a minimum of five (5) hours pay at time and one-half (1-1/2). Where such duty extends beyond five (5) hours, the employee will be paid for time actually worked at the rate of time and one-half (1-1/2). When an employee is notified to report early for his/her regular shift or is held over at the end of a shift, such work shall not be considered as a "call-in."

ARTICLE XIII
HOLIDAY CALENDAR

Section 1. The following shall be recognized as paid holidays:

- | | |
|-------------------------------|----------------------------|
| 1. New Year's Day | 9. Labor Day |
| 2. Martin Luther King Jr. Day | 10. Columbus Day |
| 3. Lincoln's Birthday' | 11. Veteran's Day |
| 4. Presidents' Day | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day After Thanksgiving |
| 6. Memorial Day | 14. Christmas Eve |
| 7. Juneteenth | 15. Christmas Day |
| 8. Independence Day | 16. New Year's Eve |

Section 2.

Notwithstanding Section 1 of this Article, the Library shall be open on Lincoln's Birthday, Columbus Day and Veteran's Day (the "Open Holidays") for the regular hours for whatever day of the week the holiday falls, and any employee who works on an Open Holiday will have the choice to receive either: 1 - regular pay for hours worked and a paid floating holiday to be used on the date of the employee's choice, subject to the scheduling approval of the Director; or 2 - time and a half (1½ times the employee's base hourly rate) for all hours worked on the Open Holiday. The employee must notify the Scheduling Supervisor or the Director of which option they prefer (floating holiday or time + ½) prior to working the Open Holiday. Employees who do not notify the Library of their preference prior to working will receive the first option of regular pay for hours worked and a paid floating holiday to be used on the date of the employee's choice, subject to the scheduling approval of the Director.

Section 3.

Eligible employees shall receive one day's pay for each holiday listed above "on which they perform no work, and will be compensated as set out in Section 2 for each Open Holiday on which they work. Employees who are required to work on a holiday "when the Library is closed shall receive one additional day's pay at the employee's regular base rate of pay.

Section 4.

If a holiday falls on a Saturday, it will be celebrated on the preceding Friday and employees will be compensated accordingly. No employees will be scheduled to work on the actual Saturday holiday, except if called in due to an emergency. No employees will be compensated for not working on that Saturday. If a holiday falls on a Sunday, it will be celebrated on the succeeding Monday and compensated accordingly, and the Library will be closed on the actual Sunday Holiday. No employee will be scheduled to work on that Sunday, or compensated, except if called in due to an emergency.

Section 5.

In order to qualify for holiday pay on any holiday where the employee does not work, the employee must work the scheduled work day immediately preceding and the scheduled work day immediately succeeding the Holiday, unless the absence on either day is: 1 - part of the employee's approved vacation period, or 2 - part of an extended sick leave of five (5) or more consecutive days of paid sick leave.

ARTICLE XIV

VACATIONS

Section 1.

Vacations shall be based on continuous service. All permanent employees except as provided in Section 2 shall be entitled to the following vacation: 20 working days after one (1) year of service and for each year thereafter through the completion of fifteen (15) years of service. After fifteen (15) years of service, they will fall under the following schedule in Section 2. Employees who have insufficient service to qualify under the "0 working days' vacation after one (1) year of service" formula are governed by the following: an employee hired before April 1 of the current calendar year will accrue vacation at the rate of one (1) day per month of service up to September 1 of that same calendar year, with such accrued vacation to be taken at one time during the June 15 to September 15 vacation period.

Section 2.

- A. All maintenance, guards and heating and air conditioning Library personnel shall be entitled to the following vacation benefits:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to end of first calendar year	1 working day for each month
1 through 5 years	12 working days
After 5 through 10 years	15 working days
After 10 through 15 years	20 working days
After 15 through 25 years	25 working days
After 25 years and over	30 working days

B. Vacation Time

The Library shall have the option to cap the annual vacation days used at twenty-five (25), and any employee so capped at twenty-five (25) days who is entitled to thirty (30) days shall be paid for the five (5) extra vacation days. This provision shall not apply to employees currently receiving thirty (30) vacation days. During the term of this Agreement vacation time and sick time may be converted from a calendar year to a fiscal year basis.

- C. Employees hired after June 30, 2018 shall follow the same vacation provisions as set forth in Sections 1 and 2 above, except that:

- i. Their annual vacation day allotment shall be no more than twenty-five (25) days;
- ii. In any given year, the Library shall have the option to cap the annual vacation allotment at twenty-two (22) days and any such employee so capped at twenty-two (22) days who is entitled to twenty-five (25) days, shall be paid for the three (3) extra days at her/his then regular rate of pay.
- iii. If the Library decides to cap vacation days as set forth in subparagraphs B and C.2 of this Section 2, the Library shall notify the affected employee(s) in writing and the AFSCME Local 2261 President by email no later than April 1st of that year. Any cap of vacation days pursuant to subparagraphs B or C.2 of this Section 2 shall be by agreement between the Library and the employee if the April 1st deadline is surpassed or if the vacation has already been approved.

Section 3.

- A. For any employee entitled to a vacation of more than two (2) weeks, the additional vacation time due such employee may be assigned other than on a consecutive basis in the sole and absolute discretion of the Library Director.
- B. The following conditions shall apply to those taking vacation outside the normal period described in Section 6.

- i. Employees shall give the Director one month's prior written notice of any request to take vacation at any time during the year.
- ii. '–A vacation may be deferred if, by granting it, the Library would be short-handed or would lack coverage by qualified personnel.
- iii. A "week" means a single continuous period; vacation is not to be taken a day at a time.

Section 4.

The Library Director shall prepare a vacation schedule, indicating the number of full or partial vacation periods which may be taken. After vacation selections shall be determined on the basis of seniority (as set forth in Section 2 of Article X) and the operating needs of the individual departments.

ARTICLE XV PERSONAL LEAVE

Section 1.

All employees in the negotiating unit shall be entitled to four (4) personal leave days after one (1) year of service. Such leave shall be for the personal use of the eligible employee, and shall not be charged against sick leave with pay nor vacation leave, nor substituted therefor. Personal leave days must be applied for less than seven (7) days in advance, except in an emergency, of their requested use, and shall not accumulate from year to year. Each employee, however, will be given every opportunity to utilize personal leave during his credit year.

Section 2.

The granting of such personal leave shall not adversely affect the working efficiency of the employee's department or the Library. The Director, in his/her discretion, shall determine the number of personal leaves to be granted for any particular day. Such requests will not be arbitrarily denied.

Section 3.

As a rule, no personal days shall be taken on Saturdays, or on days when an employee is scheduled for evening duty. The Director may, in her discretion and if compelling reason warrants, grant an exception to this policy.

ARTICLE XVI
LEAVES OF ABSENCE

Section 1. Funeral Leave

A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the day after the funeral, not to exceed five working days. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents, grandchildren, current mother-in-law, father-in-law, brother-in-law, sister-in-law step-sister, and stepbrother. The employee will be given one day of funeral leave to attend the funeral of the employee's aunt, uncle, niece, nephew, or cousin. Employees of the Jewish faith will be given similar leave.

Section 2. Military Leave

Military leave shall be granted in accordance with applicable federal and state statutes and regulations, including N.J.A.C. 4a:6-1.11.

Section 3. Jury Duty

An employee who serves jury duty shall be paid the difference, if any, between the compensation received from the court and the regular wages of that employee for a day of service. To be eligible for jury duty pay the employee must inform the department director or immediate supervisor within seventy-two (72) hours of receiving notification of jury duty and must report to work during the period of jury duty if the employee is not required by the court to be in attendance. The employee shall notify the department director or immediate supervisor on a daily basis as to his/her required attendance by the court.

Section 4. Unpaid Leave of Absence

A leave of absence without pay may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Section 5. Education Incentive

Educational Incentive shall be maintained whereby full time employees may be granted skill or professional improvement leave for specific courses of study relating to work of the Library, or leave to attend conferences of professional and other associations related to work of the Library. Such leave may be granted with full or part pay in an amount not to exceed one (1) calendar month during any fiscal year based upon the recommendation of the department head of the employee and approval by the administration. The Library will pay the educational expenses of course fees and registration fees if courses taken directly relate to the employment position of the individual.

Section 6. Paid Leave of Absence

Attendance at Union Conventions: A maximum of one employee, to be selected by the Union, shall be entitled to time off with pay for attendance at the International Union's biennial convention. Advance notice of all such requests for time off will be given to the Library Director. The amount of time off shall not exceed five working days.

Section 7. Special Leaves of Absence

- A. The Library shall establish regulations which authorize, the granting of special leaves of absence with pay or part pay to employees disabled either through injury or illness as a result of, or arising from their respective employment. During such period of disability, employees may elect, if they so desire, to first utilize all or any part of the sick leave accumulated under Section 3 of N.J.S.A. 11:24A-1 et seq. In the absence of such election, leaves of absence provided by this section shall not affect in any manner whatsoever the accumulated sick leave provided under Section 3 of N.J.S.A. 11:24A-4.
- B. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to N.J.S.A. 11:24A-1 et seq. shall be reduced by the amount of any Worker's Compensation award under N.J.S.A. 34:15-1 et seq. made for temporary disability because of the same injury or illness requiring such leave.
- C. If an employee is receiving disability due to non-job related illness or injury and is granted an extended unpaid leave of absence, health benefits shall continue to be provided by the Library during such leave for a period of up to one (1) year, as permitted by applicable law and regulation or the health benefits plan maintained by the Library.

Section 8. Maternity Leave

- A. Maternity leave not to exceed six (6) months without pay, shall be granted at the request of an employee. The employee retains the right to use all accumulated sick time and vacation time prior to taking unpaid leave.
- B. This leave may be extended for an additional period of up to six (6) months based upon good cause shown which may include medical verification. Approval shall not be unreasonably withheld.
- C. Where continued good cause is shown, which may also include medical verification, application for extension of this leave for a specified period of time may be made.
- D. The Library shall determine whether or not such requested extension will be granted, and if granted, the period of time and conditions, which will be applicable to such extension. The maximum leave of absence under this section shall not exceed total of two consecutive years.

Section 9. Union President

The Union President shall be granted two (2) hours per day to conduct Union business which normally shall be the last two (2) hours of the work shift, provided said business does not interfere with the normal operations of the Library. The Library shall provide space for the Union President to conduct such Union business. If a temporary personnel shortage exists, or in emergent circumstances, the department director may assign the Union President to perform job duties as needed.

ARTICLE XVII

LONGEVITY

Section 1.

All employees hired after September 30, 2015, shall not be entitled to longevity.

Section 2.

Longevity payments will be based on continuous service in the employ of the Library as provided in the following schedule:

- i. The existing longevity program will be as follows:

After the sixth anniversary, 2.50% in the first full paycheck:

After the ninth anniversary, 4%;

After the twelfth anniversary, 5.25%;

After the sixteenth anniversary, 6.75%;

After the nineteenth anniversary, 6.75%;

After the twentieth anniversary, \$4,500.

- ii. All employees eligible for longevity shall receive their longevity payments in the first full pay period following their anniversary date of hire.

ARTICLE XVIII

UNIFORMS

Section 1. Library Maintenance Department

A. Library Maintenance Employees shall receive an annual two hundred and fifty (\$250.00) dollar clothing allotment.

- i. This allotment is not retroactive.

B. The Library reserves the option to bid out to a uniform provider.

Section 2. Library Officer Workers

- A. The Library shall adopt a reasonable dress code for office employees, and any question as to the reasonableness of the dress code will be subject to the grievance procedure. Any clothing that the Library provides becomes the required dress code. The Library will supply smocks on a needed basis (for purposes of protecting clothing from dust and dirt.)

ARTICLE XIX
SALARIES AND WAGES

Section 1.

- A. Employees shall receive the following salary adjustments:

Salary Adjustments Effective: _____ Change to Base

With the first pay in October 2023	2.75%
With the first pay in October 2024	2.75%
With the first pay in October 2025	2.75%
With the first pay in October 2026	2.75%

Section 2. Boiler Operator Registration

The Library shall reimburse boiler operators the cost to renew their boiler operator license.

Section 3. Guard Duties

Effective July 1, 2014 Maintenance Department Employees shall receive a one-time \$500.00 adjustment added to their base salaries for performing guard duties.

ARTICLE XX
HEALTH BENEFITS

Section 1. Health Benefits

- A. The Library shall continue to provide and pay for health insurance coverage through the City under the New Jersey State Health Benefits for each employee and his/her eligible dependents.
- B. If the Library changes health plans, coverage shall be equal to or better than the existing plan.
- C. The health insurance program for employees covered hereunder shall be NJ Direct 15. Effective January 1, 2016, all Employees shall be enrolled in the NJ Direct 20/30 health

benefit plan. An Employee electing to enroll in a more expensive plan must pay the difference in the cost through payroll deductions.

- D. Each Employee is entitled to one wellness visit once per calendar year at no cost.
- E. Employees shall make health benefits contributions consistent with the Year 4 level under Chapter 78 (N.J. Public Law 2011, c. 78).
- F. All Employees shall be eligible for only single coverage health benefits for the Employee's first year of employment. Upon an Employee's first anniversary from date of hire, the Employee, at the Employee's discretion, may opt to increase coverage to include eligible dependents, subject to the then applicable contribution.

Section 2. Prescription Plan

- A. Employees shall pay a three (\$3) dollar co-pay for generic prescriptions and a ten (\$10) dollar co-pay for name brand prescriptions. Generic shall be substituted whenever it is the equivalent of brand name.
- B. Any employee hired after March 16, 2011 shall have a payroll deduction of \$25.00 per month for dental coverage and \$25.00 per month for prescription coverage. If the employee chooses not to enroll in either the dental or the prescription program, the cost for the provided coverage is reduced to \$10.00 per month. If the employee chooses not to enroll in both plans there is no payroll deduction.

Section 3. Dental

- A. The full family dental plan previously implemented on behalf of the employees covered by the collective agreement between the parties shall be maintained as follows:
 - i. Any employee hired after March 16, 2011 shall have a payroll deduction of \$25.00 per month for dental coverage and \$25.00 per month for prescription coverage. If the employee chooses not to enroll in either the dental or the prescription program, the cost for the provided coverage is reduced to \$10.00 per month. if the employee chooses not to enroll in both plans there is no payroll deduction.
 - ii. Active employees shall have an annual deductible of \$50 for the Employee, \$50 for the spouse, and \$50 for each child. Maximum for all children combined is \$100.
 - iii. 3 . The dental plan shall in all respects comply with the law, including the obligation to provide employees with the option of obtaining dental services from any licensed dentist.
 - iv. The orthodontics maximum shall be \$1,500 lifetime per family member.
 - v. The annual maximum dental coverage shall be \$1,500 per annum.

- vi. Effective no later than July 1, 2017, the annual dental coverage shall be \$2,000.00.
- vii. Effective no later than July 1, 2017, the annual orthodontic coverage shall be \$2,000.00 lifetime per family member.

Section 4. Retiree Health Benefits

A. Health Benefits

i. Contributions:

- a. Any employee who retired on pension with twenty-five (25) or more years of service before January 1, 2013, shall be entitled to health benefits coverage same as at the time of retirement to be paid for by the Library until such employee reaches the age when he/she is eligible for Medicare coverage. Once the retiree is eligible for Medicare coverage, the benefit to be provided by the Library will be an annual reimbursement for medical insurance costs up to the sum of \$750. Retirees must furnish proof of coverage and its associated costs on an annual basis to be eligible for either the 100% reimbursement or the \$750 reimbursement.
- b. Any employee who retired after January 1, 2013 but before June 30, 2014 with twenty-five (25) or more years of service, shall pay \$25.00 per month towards the cost of health coverage. The \$25.00 payment shall be waived if the employee elects not to take dental coverage.
- c. Any employee who retires after June 30, 2014 with twenty-five (25) or more years of service, shall pay \$50.00 per month towards the cost of health coverage. The \$50.00 payment shall be waived if the employee elects not to take dental coverage.
- d. The Library will pay 50% of the premium for the City dental plan and up to 50% of the premium of the City dental plan if employee elects a different plan.

ii. 2. Plans

- a. Effective March 11, 2011, all retirees shall be enrolled in NJ Direct 15.
- b. Effective January 1, 2016, all retirees shall be enrolled in NJ Direct 20/30 Plan.
- c. Any retiree choosing to enroll, or to remain enrolled, in a more expensive plan, shall pay the difference in the cost which will be adjusted through the City's Finance Department.

B. Prescription Plan

i. Co-pays

- a. Retirees are to pay a \$3.00 co-pay for generic prescriptions and \$10.00 co-pay for brand prescriptions.
- b. For employees hired before March 16, 2011, the existing prescription retirement benefit for AFSCME employees with ten years of service with the Library and/or City remains in effect at no cost to the employees.
- c. Provision for retirement prescription coverage after 10 years shall be stricken for employees hired after March 16, 2011.

C. Coverage to continue for the life of the employee and/or spouse, unless spouse is divorced, remarries, or receives coverage from another source following the death of the retiree. Upon reaching Medicare age, a medigap policy of NJ Plus, equal or better to be provided. If the employee selects a more expensive plan, employee to pay the difference.

D. Employee may elect to replace the City prescription plan with the City dental plan.

E. If the Library changes health coverage, plan shall be equal to or better.

Section 5. Disability Insurance

A. The disability plan as negotiated between the parties will be instituted with the cost to the Library being limited to \$88.50 per employee per year. If the employee portion of the disability insurance premium exceeds the maximum employer cost of \$88.50 per employee per year, the Union shall have the right to reject the disability coverage and to negotiate with the Library concerning application of the Library's portion of the cost to other benefits for the employees covered by the contract.

B. The Library shall coordinate with AFSCME for a conversion of the short term disability to a long term disability plan and the Library shall continue to pay its current contribution level under the existing disability plan for the long term disability plan benefit.

C. Any additional cost for the long term disability plan shall be paid for the employee.

D. The disability wait period is sixty (60) days commencing with the renewal of the disability coverage.

ARTICLE XXI
SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease,, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2.

If an employee is absent for reasons that entitle the employee to sick leave, the employee must notify the employee's supervisor immediately. Failure of the employee to notify his/her supervisor immediately and provide required documentary support for sick leave to the Director may a basis for disciplinary action on a case-by-case basis in the discretion of the employee's supervisor or the Director. Absences without notice and written approval by the Library, which continue for a period of five (5) consecutive days, shall constitute a voluntary resignation from employment with the Library.

Section 3.

Sick leave is earned in the following manner:

- A. One (1) day for each full month of service with the Employer during the first calendar year of employment.
- B. Fifteen (15) days for each year of service with the Employer beginning with the second calendar year of employment.
- C. Sick leave credits shall not accrue while an employee is absent on a leave without pay.
- D. Sick leave credits shall be prorated in the year of termination of employment at the rate of one and one-quarter days for each full month of service and the Employer may deduct the value of sick time taken in excess of pro rata entitlement from the employee's pay check.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Library may require an employee who has been absent because of personal illness, as a condition to return to work, to be examined by a physician at the expense of the Library, which examination may be deemed a "fit for duty" examination if so required by the Library. It is understood and agreed, that during times of a declared national, state or municipal state of emergency or public health emergency, including but not limited to, an epidemic (sudden outbreak of a disease in a certain geographical area) or pandemic (outbreak of a disease that has spread internationally and across several countries or continents), the Library, in its sole and absolute discretion, may require

an employee to provide a physician's certificate before clearance to return to work even before the five (5) consecutive days have elapsed, as referenced above. Notwithstanding the above, at all times, if circumstances warrant, the Library may shorten the time period for submitting a physician's certificate, in the sole and absolute discretion of the Library.

Section 5.

Any employee who has been absent on sick leave for a period totaling fifteen (15) 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 recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate in a six (6) month period may be required which must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

Employees covered hereunder shall be entitled to participate in an unused sick leave reimbursement plan upon retirement in accordance with the following terms and requirements:

- A. Eligibility - To be eligible for the unused sick leave reimbursement program, an employee must retire with 25 or more years of service with the Library, or retire as permitted at age 62; and such employee must also have at least 100 unused sick leave days to his or her credit at the time of retirement.

ARTICLE XXII

CONTRACT ALL INCLUSIVE

It is acknowledged that during negotiations which resulted in this Agreement, the Union had the unlimited opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Union agrees that the Library shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in Agreement.

ARTICLE XXIII

TERMS AND DURATION OF AGREEMENT

It is the intention of the Agreement to amend, revise or repeal all ordinances or resolutions which are inconsistent with the provisions of this Agreement, and to preserve and maintain all ordinances and resolutions which are not inconsistent with these provisions.

The provisions of this Agreement shall become effective on January 1, 2022 and shall continue in full force and effect until December 31, 2026, both dates inclusive. Unless one party hereto gives notice to the other party in writing no sooner than one hundred twenty (120) days, nor less than ninety (90) days prior to December 31, 2026, this Agreement shall continue in full force and effect from year to year until either party terminates.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement and caused same to be executed by their respective officers or agents on the _____ day of _____, 2023.

THE BOARD OF TRUSTEES
OF BAYONNE PUBLIC LIBRARY

LOCAL 2261, affiliated with
AFSCME NEW JERSEY COUNCIL 63

MARILYN DORIC

William [unclear]

President

Melody A. Scagnelli-Townley

Ralph [unclear]

[Signature]

Wen [unclear]