

3-0596

09-01

A G R E E M E N T

Between

*Bayonne City of*

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

and

LOCAL 2261, affiliated with COUNCIL 52, *AFSCME*  
of the AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE: January 1, 1980 through December 31, 1982

LIBRARY  
Institute of Management and  
Labor Relations

SEP 8 1981

RUTGERS UNIVERSITY

APRUZZESE & McDERMOTT  
A Professional Corporation  
Independence Plaza  
500 Morris Avenue  
Springfield, New Jersey 07081  
(201) 467-1776

Law Offices  
APRUZZESE & McDERMOTT  
A PROFESSIONAL CORPORATION  
INDEPENDENCE PLAZA  
500 MORRIS AVENUE  
SPRINGFIELD, N.J. 07081

INDEX

	<u>PAGE</u>
PREAMBLE	1
I RECOGNITION	2
II MANAGEMENT RIGHTS	2
III A. UNION SECURITY	4
B. CHECK-OFF	5
IV UNION REPRESENTATIVES & VISITATION	6
V EQUAL OPPORTUNITY	7
VI DISCIPLINE AND DISCHARGE	7
VII GRIEVANCE AND ARBITRATION PROCEDURES	8
VIII WORKING RULES AND PROVISIONS	11
IX HOURS OF WORK	12
X SENIORITY	14
XI OVERTIME	15
XII CALL-IN AND REPORTING PAY	16
XIII HOLIDAY CALENDAR	17
XIV VACATIONS	18
XV PERSONAL LEAVE	20
XVI LEAVES OF ABSENCE	21
XVII LONGEVITY	23
XVIII TERMS OF AGREEMENT	24
XIX SEPARABILITY	26
XX CONTRACT ALL INCLUSIVE	27
XXI DURATION OF AGREEMENT (3 Years)	27

A G R E E M E N T

PREAMBLE

This Agreement made this *26<sup>th</sup>* day of *March*,  
in the year of our Lord One Thousand Nine Hundred and Eighty, by  
and between The Board of Trustees of the Free Public Library of  
Bayonne, New Jersey ("Library") and Local 2261, affiliated with  
Council 52 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 that 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 11 of the New Jersey statutes (and regulations thereunder), in the following titles: Senior Librarian, Junior Librarian, Senior Library Assistant, Junior 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, or 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. 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.

All such rules and regulations shall be posted by the Library and observed by the employees.

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 manage and control all of its facilities and to observe and obey all referenda, statutes enacted by the Legislature, and decisions rendered by the courts of the State of New Jersey.

#### ARTICLE III

##### A. UNION SECURITY

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of 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 this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision

by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

B. 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. Any written designation to terminate authorization for check-off must be received in writing by certified mail by the Library and the Union by July 1st or January 1st, and filing of notice of withdrawal shall be effective to halt deductions as of July 1st or January 1st next succeeding the date on which notice of withdrawal is filed.

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.

ARTICLE IV

UNION REPRESENTATIVES & VISITATION

Section 1. Members of the bargaining unit may designate two of their number 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.



Section 4. The representative of the Union in such cases shall give prior notice to the Library Director of his intention to visit the premises and he shall also give notice upon leaving the premises. Failure to comply with the provisions of this Article shall be cause for restricting or denying access to 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, creed, color, national original, age or sex, or because of the employee/ applicant is or is not a member of the Union.

#### ARTICLE VI

##### DISCIPLINE AND DISCHARGE

Section 1. Discipline - Disciplinary action or measures shall include the following:

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

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.

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 - 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.

The Union shall have the right to take up a suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

#### 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. 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.

STEP 3. If the grievance is not settled at Step 2, then the Union shall have the right to submit the grievance in writing to the Library Board of Trustees within seven (7) working days after the answer in Step 2. After the grievance is presented a meeting will be held between a representative of the Board of Trustees, the Union's designated representative, the grievant, and a representative of District Council 52, AFSCME in an effort to resolve the grievance. The meeting shall take place after the submission and before the answer is due. The answer to the grievance shall be made in writing to the Union and the grievant, within thirty-one (31) days after submission or within seven (7) days after the monthly meeting of the Board's Personnel Committee, whichever comes first.

Reference to "working days" in this Article shall exclude Saturdays, 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, slow-downs, 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 3 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 3, then it may be submitted to binding arbitration by either party provided notice in writing of the intent to do so is given to the other party within ten (10) working days of the decision in Step 3. 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 Media-tion 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 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

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.

The Library agrees to grant salary increments to all eligible employees in the absence of substantial reasons to the contrary, e.g., habitual absenteeism, extended leaves of absence without pay, prolonged non-service connected sick leaves, violations of policies, rules, regulations, criminal offenses, and unsatisfactory performance. No increment, longevity or otherwise, shall be withheld unless for good cause and prior notice of no less than two weeks (fourteen days) has been given to the Union. The denial of an increment to any member of the negotiating unit may be appealed through the grievance procedure contained in the Agreement.

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 days per week, Monday through Saturday, and on evenings. Accordingly, the Library has the right to assign employees to perform work on Saturdays and on evenings. Such work assignments shall be scheduled in advance by the Director. Absence on a scheduled Saturday or a scheduled evening by an employee is subject to being made up. In the event of an unscheduled absence by an employee assigned to work either a Saturday or an evening, the Library has the right to reschedule another employee to substitute for the absent employee.

Section 2. Boiler and Air-Conditioning Rooms

Employees will work 2 shifts Monday through Friday, 7 A.M. to 2 P.M. and 2 P.M. to 9 P.M. There will also be a Saturday shift from 7 A.M. to 5 P.M. when heat or air-conditioning is required on Saturdays the Library is open to the public. There will also be a Sunday shift consisting of two consecutive hours, the starting and stopping times of which shall be designated by the Library's Director. This two-hour Sunday shift is a scheduled assignment and does not constitute a "call-in" as described in Article XI. The Library reserves the right to hire part-time employees in the Boiler and Air-Conditioning Rooms as needs require. The above shifts and shift times may be changed as the needs of the Library warrant.

Library Guards and Guards, Public Property

The regular work week will be a five-day week of 40 hours within the period 12:01 A.M. Monday through Midnight Sunday of each week.

Maintenance Personnel

The regular work week will be a five-day week of 40 hours, including a meal period of one hour each day, within the period 12:01 A.M. Monday through Midnight Sunday. Maintenance personnel may be assigned to guard duties at the discretion of the Library Director.

Professional and Clerical

The regular work week is a five-day week of 40 hours, including a meal period of one hour each day, within the period 9:00 A.M. Monday through 5:00 P.M. Saturday, except that for

employees in the senior clerk stenographer and account clerk typist titles the regular work week is a five-day week of 35 hours Monday through Friday including meal periods of one hour each.

Section 3. 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 weeks' notice.

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.

#### 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 or 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.

Section 3. Employees assigned on a full time basis to the business office and cataloging department shall not be assigned evening or Saturday work.

#### 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 hours worked in that same week. Double time will also be paid for hours worked consecutively in excess of 14 hours. Double time as used above means two times the employee's regular hourly rate.

When an employee has been called to work on a scheduled work day and is required to begin that work before his scheduled

starting time, he shall be paid on the basis of time and one-half his 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 regular work day at the normal starting time, the employee will receive straight time for work performed during regular hours. 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 thereafter, up to and including the fourteenth consecutive working hour.

Section 2. 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 regular schedule, shall be guaranteed a minimum of four (4) hours pay at time and one-half (1-1/2). Where such duty extends beyond four (4) 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 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
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election (November)
10. Thanksgiving Day
11. Christmas Eve (1/2 day) per Section 2 below
12. Christmas Day
13. New Year's Eve (1/2 day) per Section 2 below
14. Veteran's Day

Section 2. The Library reserves the right to schedule all employees to work three hours on Christmas Eve and three hours on New Year's Eve, except that Library Guards and Guards Public Property will work full schedules. Professional and clerical employees will work 9:00 A.M. to 12:00 Noon; Maintenance employees, including Heating and Air Conditioning personnel, will work three (3) hours within the 7:00 A.M. - 2:00 P.M. shift as assigned by the Library.

Section 3. Eligible employees shall receive one day's pay for each holiday listed above (except Christmas Eve and New Year's Eve for which they will receive 1/2 day's pay) on which they perform no work. Employees who are required to work on a holiday shall receive one additional day's pay at the regular rate fixed for his classification, except as to Christmas Eve and

New Year's Eve in which cases premium pay is allowed only for work performed in excess of the regular schedules described in Section 2 above.

Section 4. If a full holiday (i.e., any one of the above except Christmas Eve and New Year's Eve) falls on a Saturday, it will be celebrated and compensated accordingly on the preceding Friday, and the regularly scheduled Saturday work assignments shall be followed on Saturday. If a full holiday falls on a Sunday, it will be celebrated and compensated accordingly on the succeeding Monday and whatever work has been scheduled for Sunday will be performed as assigned.

#### 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's service and for each year thereafter through the completion of fifteen (15) year's service. After fifteen (15) year's service, they will fall under the following schedule in Section 2. Employees who have insufficient service to qualify under the "20 working days vacation after one (1) year's 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. Effective January 1, 1976, all newly hired maintenance, guards and heating and air conditioning Library personnel shall be entitled to no greater vacation benefits than the following:

AMOUNT OF SERVICE

VACATION DAYS

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.

Section 3. All Library personnel hired prior to January 1, 1976 shall continue to be entitled to the present vacation benefits set forth in Section 1 of this Article.

Section 4. For any employee entitled to a vacation of more than two weeks, the additional vacation time due such employee may be assigned other than on a consecutive basis. Employees entitled to four (4) weeks' vacation may split that total into two (2) periods of two (2) weeks each, each of which periods must be taken within the time provided in Section 5, below. Employees entitled to more than four (4) weeks' vacation may, upon reasonable notice to the Director, take that fifth or sixth week at any time during the year except during the Christmas and Easter holiday seasons. The Library Director shall prepare a vacation schedule, indicating the number of full or partial vacation periods which may be taken. All 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.

Section 5. Unless the needs of the Library, as determined by the Director, require otherwise, the period in which vacations are to be taken shall be:

- a) for professional, semi-professional and clerical personnel - June 15 through September 15;
- b) for maintenance and security personnel - a maximum of two weeks in the period June 15 through September 15; the balance, if any, to be taken between March 1 and June 15 of the same calendar year;
- c) for heating and air conditioning operators - a maximum of two weeks in the period June 15 through September 15; the balance, if any, to be taken during the Spring and/or Fall shutdown periods.

ARTICLE XV

PERSONAL LEAVE

All employees in the negotiating unit shall be entitled to two (2) 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 no less than fourteen (14) 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.

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

As a rule, no personal days shall be taken on Saturdays, during vacation period, 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

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 and father-in-law. Employees of the Jewish faith will be given similar leave.

Military Leave: Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and an unpaid leave of absence shall be granted to the extent required by law.

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.

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.

Special Leaves of Absence: 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.

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.



ARTICLE XVII

LONGEVITY

It is the intention of this Article to provide longevity payments for two separate groups of employees, i.e., employees who have completed fifteen (15) years of service or more but less than twenty (20), and employees who have completed twenty (20) years of service.

Longevity payments totalling \$800.00 for these specific groups of employees shall be paid in the amounts hereinafter set forth in two installments: beginning of the sixteenth (16th) anniversary \$600.00; beginning of the twenty-first (21st) anniversary \$200.00. Eligibility will be based on continuous service in the employ of the Library and shall be paid on the anniversary date of employment as provided in the schedule contained in this Article.

No employee shall be entitled to receive more than two (2) longevity increments during his employment career with the Library. It is further agreed that employees now in the employ of the Library who have already received longevity increments that are less than provided above under any previous longevity program are eligible to receive the difference between the amount received to date by them and the amount that they would have received had they been eligible under this longevity program. If any employee has not received any longevity increments after completing twenty (20) years of service, such employee shall be entitled to an \$800.00 increment.

ARTICLE XVIII

TERMS OF AGREEMENT

Those permanent employees covered by this Agreement on the payroll as of January 1, 1979 through December 31, 1979, will receive a lump sum payment of \$500.00 payable in one lump sum. Those permanent employees having less than a full year's service during 1979 will receive a pro rata share of the \$500.00. This applies additionally to those employees who have terminated their employment with the Bayonne Free Public Library because of retirement, disability retirement, or death.

Employees who retired, retired on disability, or died during the calendar years 1977 and 1978 will be paid those increases provided for in the Agreement executed on February 13, 1979 (between the City of Bayonne and AFSCME Local 2261), as part of this settlement agreement.

Effective the first payroll period of fiscal 1980, the maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by 7%. There will be no change in the current present hiring rate (minimum of the present salary range). A new increment schedule will accordingly be instituted effective the first payroll period for fiscal 1980. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September. The salary range adjustment effective upon the adoption of this Agreement shall apply only to all permanent full time employees. All temporary, provisional and CETA employees will continue to be paid in accordance with the

existing authorized ordinance, subject to reexamination by the Library with a view toward possible modifications, effective subsequent to September 30, 1980.

Effective the first payroll period of fiscal 1981, the maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by 7%. There will be no change in the current present hiring rate (minimum of the present salary range). A new increment schedule will accordingly be instituted effective the first payroll period for fiscal 1981. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September, the salary range adjustment effective upon the adoption of this Agreement shall apply only to all permanent, full time employees. All temporary, provisional and CETA employees will continue to be paid in accordance with the existing authorized ordinance, subject to a reexamination by the Library with a view toward possible modifications, effective subsequent to September 30, 1981.

Effective the first payroll period of fiscal 1982, the maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by 7%. There will be no change in the current present hiring rate (minimum of the present salary range). A new increment schedule will accordingly be instituted effective the first payroll period for fiscal 1982. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September. The salary range adjustment effective

upon the adoption of this Agreement shall apply only to all permanent, full time employees. All temporary, provisional and CETA employees will continue to be paid in accordance with the existing authorized ordinance, subject to a reexamination by the Library with a view toward possible modifications, effective subsequent to September 30, 1982.

The difference between the minimum salary and the maximum salary set forth shall be divided by five to determine the annual incremental advancement for each holder of such office or position.

This settlement is contingent on the favorable approval of a referendum scheduled for February 26, 1980, to increase the CAP limitation on the budget of the City of Bayonne. This contingency likewise applies to increases granted during 1981 and 1982, which will also be contingent upon a referendum increasing the CAP limitations on the budget of the City of Bayonne for those particular years. However, at the City's option, if it otherwise has the ability to pay future increases in accordance with this agreement, said CAP referendum(s) may be waived. The parties hereby agree to use their best efforts in good faith to secure the successful passage of any such CAP referendum.

Furthermore, this Agreement is subject to approval by the City Council of Bayonne.

#### ARTICLE XIX

#### SEPARABILITY

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of

the Agreement affected by such decision whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XX

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 this Agreement.

ARTICLE XXI

DURATION OF AGREEMENT (3 Years)

The provisions of this Agreement shall become effective on January 1, 1980 and shall continue in full force and effect until December 31, 1982, 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, 1982, this Agreement shall continue in full force and effect from year to year until either party terminates.

IN WITNESS WHEREOF, each of the parties hereto has caused  
this Agreement to be executed by its duly authorized officer  
this 26<sup>th</sup> day of March, 1980.

ATTEST:

BOARD OF TRUSTEES OF THE  
FREE PUBLIC LIBRARY OF BAYONNE

Edward W. Parker  
Secretary

By: [Signature] President  
By: Mary E. O'Connor  
Library Director

By: \_\_\_\_\_

ATTEST:

LOCAL 2261, affiliated with COUNCIL  
52 of the AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

Carlemilwete

By: Michael Lamm  
District Director

By: \_\_\_\_\_

By: \_\_\_\_\_