

AGREEMENT

BETWEEN

THE NEWARK PUBLIC LIBRARY

AND

THE NEWARK PUBLIC LIBRARY
EMPLOYEES UNION

LOCAL 2298, NJ COUNCIL 63 OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

January 1, 2018 - December 31, 2020



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TO: ALL MEMBERS OF AFSCME LOCAL 2298

Dear Brothers and Sisters:

In order for you to be fully aware of your rights under your AFSCME Contract, the Union has had this contract booklet printed for every member. This Contract covers the period January 1, 2018 through December 31, 2020.

In Solidarity,

Steven M. Tully,
Executive Director
AFSCME New Jersey Council 63

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PREAMBLE

This AGREEMENT is lawfully made and entered into on this first day of January 2018, by and between the Newark Public Library, Newark NJ hereinafter called the "Library", and the Newark Public Library Employees' Union, Local 2298, NJ Council 63 of the American Federation of State, County and Municipal Employees, AFL- CIO, hereinafter called the "Union". The provisions of this Agreement shall become effective on January 1, 2018, except as otherwise expressly provided herein. The parties to this Agreement attest that they shall abide by all its terms and provisions as set forth below. It is the intention of both the Library and the Union that this Agreement is to be construed within the framework of the policies enunciated in Chapter 303, of the laws of 1968, N.J.S.A. 34:13A- 1 et. seq. and in harmony with the New Jersey Department of Personnel law, rules and regulations,

WHEREAS, the Union has presented proof that it represents a majority of the Library's employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5,3; and

WHEREAS, the Library and the Union have conducted negotiations in good faith with respect to terms and conditions of employment

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

A. The Library recognizes the Union as the exclusive collective negotiating representative of those employees who belong to the negotiating units enumerated below, with respect to salaries, wages, hours of work and other terms and conditions of employment.

B. The Library and the Union agree that they shall not interfere with the right of any employee to join the Union, if she/he so desires, or to refrain from Union membership, and the Library and the Union shall not discriminate against any employee because of his/her membership or non-membership in the Union.

C. To achieve a proper balance between the goal of optimum library service to the community and the greatest sense of self-satisfaction on the part of the employee, nothing herein stated shall be implied to preclude or abridge the right of any individual employee to enter discussions with the Library, or the right of the Library to consider with any individual employee, any matter relating to the terms and conditions of her/his employment, except that as to those specific topics which constitute the proper domain of collective negotiations, and such revisions or readjustments shall be effected only through recourse to formal collective negotiations with the Union.

ARTICLE II
NEGOTIATING UNITS

The Negotiating Units represented by the Union shall include all employees classified under the Civil Service titles in Units I and 2 as listed in Appendix (A).

ARTICLE III
MANAGEMENT RIGHTS

The Library shall retain the managerial rights and power to direct the work force, except those rights which are explicitly qualified by the provisions of this Agreement. The Library is vested with, but not restricted to, the following specific rights except as otherwise stipulated in this Agreement: The right for over-all planning, maintenance, modification expansion or curtailment of services; the right to draw up position-classification plans subject to Department of Personnel approval and to assign scheduled rates of salary in relation to the position classification plan; the right to decide the staffing and scheduling needs including time periods of performing the work assignments; the right to determine the methods, processes and means of its operations, including the right to change or introduce processes and methods for the purpose of securing efficient and economical operation of the Library; the right to establish, relocate and terminate any agency; the right to recruit, interview, appoint, assign and train its employees; the right to appoint employees on a regular, probationary, seasonal or temporary basis and provide them with work assignments, the right to supervise and direct employees in the discharge of their duties; the right to schedule, transfer, promote and demote employees for just cause; the right to implement disciplinary action, including reprimand, suspension, dismissal and other appropriate measures for just cause; the right to determine, issue, enforce, modify and nullify such rules and regulations that are deemed necessary for the best functioning of the Library and its employees.

The adverse effect on the employees in the negotiating units in the exercise of the rights of management and the fulfillment of the Library's executive responsibilities as outlined above shall be subject to the grievance adjustment procedure clauses of this Agreement. Nothing herein stated shall be deemed to infringe upon an employee's right to present a grievance pursuant to the terms and provisions of this Agreement as stipulated in Article XXI.

ARTICLE IV
SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service with the Library since her/his last date of hire except as it may be defined otherwise in other sections of this Agreement.

Section 2. Probation Period

(a) All new permanent employees hired shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee completes his/her probationary period, he/she shall be entered on the seniority list retroactive to his/her date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and other conditions as set forth under Article I of this Agreement.

Section 3. Seniority Lists

A list shall be furnished to the Local Union President, upon request, if a problem or grievance should arise that involves seniority. The seniority list will show the names, job titles and dates of hire of all employees concerned in the problem or grievance.

Section 4. Layoff

(a) In the event the Library plans to layoff employees for any reason, the Library shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken.

(b) When such action takes place it shall be accomplished by laying off temporary and provisional employees first in the order of inverse seniority within job classifications. Should it be necessary to further reduce the work force, then permanent Department of Personnel employees shall be laid off in the inverse order of seniority within job classification.

(c) The Library shall forward a list of those employees being laid off to the Local Union Secretary the same date that the notices are sent to the employees.

(d) Employees to be laid off will have at least forty-five (45) calendar days' notice to permanent employees, two (2) weeks for others.

(e) When an employee is laid off due to a reduction in the work force, she/he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority, in accordance with Department of Personnel Regulations. In the event that the Department of Personnel does not provide the bumping rights for titles unique to the Library in time to avert a loss of pay, the Library will tentatively place the affected employee in a lower title, pursuant to seniority rights, pending final determination by the Department of Personnel.

Section 5. Recall

(a) When the work force is increased after a layoff, employees will be recalled according to Department of Personnel Rules and Regulations.

(b) Notice of recall shall be sent to the employee at his last known address by certified mail. If the employee fails to report for work within ten (10) days from the date of mailing of notice of recall, she/he shall be considered a quit. Recall rights for an employee with at least two (2) years' seniority, shall expire after a period equal to his/her seniority, but in no case less than two (2) years from the date of layoff.

(c) No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Section 6. Transfer

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Transfers shall be permitted only at the discretion of the Director.

ARTICLE V
PERSONNEL FILES - EVALUATIONS

Section 1.

(a) All employees shall have immediate access to all material in their personnel files. They may examine these during working hours.

(b) All employees shall be sent a copy of any material that is placed in their personnel file.

Section 2.

A copy of subsequent evaluation documents placed in the personnel file shall be given to the employee upon request.

Section 3.

All records involving minor discipline i.e. five (5) days or less will be removed from an employee's file if the employee has not had any discipline for three (3) successive years. Major disciplinary actions, i.e. more than a five (5) day suspension or fine shall remain in an employee's personnel file for the duration of the employee's employment.

ARTICLE VI
HOURS OF WORK AND OVERTIME

Section 1. Work Week

The standard straight time work week is thirty-five (35) hours.

Section 2. Work Schedules

(a) Employees shall be assigned their work schedules in writing. Such written schedules shall not be changed by any verbal direction, save as may be provided for the working of overtime.

(b) Changes in written work schedules shall not take effect any sooner than fourteen

(14) calendar days after presentation to the employee. This waiting period may be waived at the discretion of the employee.

(c) Work Schedules for employees taking courses will be adjusted to allow for these courses but in doing so, work requirements take preference.

Section 3. Saturday Work

(a) No full-time employee in the bargaining unit shall be required to work every Saturday, unless there is an extreme emergency or unless the employee volunteers to do so or unless the employee is expressly hired to work every Saturday and this is put in writing at the time of hire.

Section 4. Overtime and Differential

(a) When the demands of the service require added hours of work, full-time staff members who work overtime at the request of the Supervisor, are compensated at the regular rate of pay for all hours worked above an employee's normal work week that do not exceed forty (40) hours in a work week, and shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours in a work week.

(b) Full time staff members who are scheduled to work overtime on Sundays and holidays shall be paid two (2) times their regular rate of pay.

(c) Full time staff members who work an evening schedule will have the dinner hour included as part of the work schedule.

(d) \$10.00 dinner money will be paid to those employees asked to cover the schedule on an emergency basis.

(e) If an employee agrees voluntarily to attend a conference, workshop or course, which occurs outside of the employee's regular schedule, the employee shall only be reimbursed the actual out of pocket expenses incurred at such rate as agreed to between the employee and the Library.

If an employee does not agree voluntarily but is required by the Library to attend such a conference, workshop, seminar or course which occurs outside of the employee's regular schedule, the employee shall be reimbursed for actual out of pocket expenses and shall be compensated for additional hours beyond the regular work week in accordance with the overtime provision.

If an employee wants to attend a conference, workshop, seminar or course, he/she must obtain advance approval by the Executive Director (or his/her designee) for time to attend training and for out-of-pocket expenses. When used in this Section, the term "course" shall not be interpreted to mean a course of study at an institution of higher education taken by an employee in pursuit of an academic degree.

Sections 5. Lunch Period

(a) *All* employees covered by this Agreement shall have a lunch period of one (1) hour each shift unless another arrangement is mutually agreed upon between the employee and the Library.

(b) If, in any branch, an employee is alone in the Library when his or her lunch period is due, he or she shall receive the lunch period in accordance with paragraph (a) of this Section. In such a case, the employee will notify the Branch Department at least one (1) hour in advance and close the branch for the duration of his or her lunch period.

Section 6. Work at Employee's Option

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. If no volunteers are available, involuntary overtime shall be assigned in inverse order of seniority.

Section 7. Distribution of Overtime

(a) Overtime work shall be distributed equally to employees in the same job classification and within a department, or unit sub-division on a rotational basis beginning with the employee with the most seniority.

(b) An employee shall be permitted to use her/his compensatory time at the mutual convenience of the employee and the Library provided that such use is consonant with all applicable law.

Section 8. Call-In Time

(a) Full-time professional and clerical employees who are called back to work after the normal working day for emergency service shall receive credit for having worked from the time of departure from their residence through the time of their return home. Such credited work time shall be considered and utilized by the employee as compensatory time off.

(b) Maintenance (Facilities) employees on call-in service shall be guaranteed at least four (4) hours pay at their annual rate of pay pro-rated on an hourly basis.

(c) Except in emergencies, an employee shall not be sent home during her/his regularly scheduled shift for the purpose of recalling such employee to work another work shift which either begins at the end of the employee's regular work shift or anytime thereafter. When an employee is sent home due to an emergency and asked to return later, she/he will be compensated for her/his travel expenses, including parking fees, if any, or mileage, if applicable, and, in addition, she/he will receive six (\$6.00) dollars lunch money.

Section 9. Punctuality

Employees are not to be docked for lateness up to fifteen (15) minutes on any occasion unless the total amount of lateness during the pay period exceeds a half hour.

Section 10. Snow Days

In the event a decision is made not to open the Library, maintenance employees shall be notified by 6:00 a.m. and all other employees by 7:00 a.m. Any employees previously credited with vacation, personal time, sick time or scheduled day off for this day shall not be charged for the time. Maintenance employees may be required to work on such

days. If they are so required, they shall receive pay or compensatory time at one and one-half (1 ½) times the actual time worked on that day.

Section 11. Thanksgiving

The Day after Thanksgiving shall be given as a compensatory day. This time shall be taken with supervisory approval.

Section 12.

It is mandatory that employees hired after January 1, 1987, work on Sundays. Employees hired before December 31, 1986, shall work on Sundays on a voluntary basis if the Library has Sunday hours.

ARTICLE VII **WORK FORCE CHANGES**

Section 1. Promotion and Filling of Vacancies

(a) Whenever a job opening occurs in the Competitive Division of the Department of Personnel job classifications, the normal procedure for the selection of candidates from an appropriate Department of Personnel Eligibility List shall apply.

(b) **Promotional or Lateral Transfer Opportunities.** When a promotional or lateral transfer opportunity is available, a notice of such opening shall be posted prominently for a period of not less than ten (10) days. Within fifteen (15) days from the date of posting, all interested employees shall indicate in writing their desire for the promotion or lateral transfer to the Library Director. This request must be made in accordance with all Rules and Regulations of the Department of Personnel.

(c) The Library will make available in the Human Resources Office the results of all promotional and open competitive Department of Personnel examinations for any position within the Library, as they become available.

Section 2. Demotions

(a) The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee, from a position in one job classification to a lower paying position in the same job classification or in another job classification.

(b) An employee who is relegated back to his/her previous job from a higher classification to which she/he was provisionally appointed because of his/her inability to prove to the Library that she/he was able to fulfill the standards of the job, or pass a Department of Personnel examination required for permanent appointment to that job or who voluntarily relinquishes such job, shall not be considered as demoted.

ARTICLE VIII
EQUITABLE CLASSIFICATION AND SALARY ASSIGNMENT

Employees who are assigned work of similar difficulty and responsibility, requiring similar skills and education, shall be classified in the same position title and salary scale in accordance with Department of Personnel Rules and Regulations. Salary increases within the assignment range shall be based on efficient and meritorious work performance as ascertained by the department head or other designated supervisor.

ARTICLE IX
SALARY DIFFERENTIAL FOR EMPLOYEES IN CHARGE OF A BRANCH

In recognition of special responsibilities involved in administration of a branch Library the employee in charge of the Branch will be assigned a salary scale one (1) step higher than the minimum and maximum of their present title. As used in this Section, a Branch is herein defined as Branch Brook, Clinton, North End, Roseville, Springfield, Vailsburg, Van Buren, and Weequahic.

ARTICLE X
SALARY AND INCREMENTS

Effective January 1, 2018, and retroactive to that date, permanent base salary of each and every full-time employee and each permanent part-time employee shall be increased by two and one-half percent (2.5%) of their 2017 base salary. Retroactive pay shall be paid on or about the end of the first quarter, 2019.

The parties understand and agree that those employees receiving a salary increase of up to \$15.00 per hour in 2018 will not receive an additional two and one-half percent (2.5%) increase in 2018.

Effective January 1, 2019, the permanent base salary of each and every full-time employee and each permanent part-time employee shall be increased by two percent (2.0%) of their 2018 base salary.

Effective January 1, 2020, the permanent base salary of each and every full-time employee and each permanent part-time employee shall be increased by two percent (2.0%) of their 2019 base salary.

All of the salary adjustments set forth above in this Article X shall be applied to the minimum /maximum salary schedule (Appendix B), all of which shall be fully retroactive, if applicable, unless specifically stated otherwise.

The aforementioned increases shall be paid only to employees employed as of January 16, 2019, the date of the signing of the Memorandum of Agreement.

ARTICLE XI
PROMOTION POLICY

A. To provide incentive for advancement within the job title as well as to higher job titles, the Library shall encourage employees to pursue formal courses of training or education and in- service training. Said formal courses of training or education and in-service training and rearrangement of schedules must be approved by the Director in advance. For the former, flexibility in assignment of schedules in keeping with maintenance of high standards of library service shall be observed. For the latter, time spent in attendance on in-service training shall be considered part of the work schedule.

B. When a Department of Personnel promotional examination for a vacancy is scheduled, all staff members eligible for the examination will be notified by the Library by posting notices of the examination or personally.

ARTICLE XII
SENIORITY PREFERMENT

The Library will **supply information** regarding seniority to the Union upon request. When temporary coverage is required at a Library unit or agency, such as a Branch Library, for evening or Saturday scheduling on an overtime basis, preference should be given to qualified employees within that unit before the Library seeks a substitute replacement elsewhere.

ARTICLE XIII
REST PERIODS

Two rest periods shall be granted to full -time employees during a regular work shift. A ten (10) minute rest period in the first half-day, followed by a fifteen (15) minute rest period in the concluding portion of the work day, or vice versa. Part-time employees are granted a ten (10) minute rest period each day. Such rest periods are not to be added to the meal period. Employees shall not leave the Library premises during these rest periods.

ARTICLE XIV
PAID HOLIDAYS

Section 1.

The paid holiday entitlement per year for employees, excepting temporary appointment in the job title, Monitor, include the following days: New Year's Day, Labor Day, Martin Luther King's Birthday, Indigenous Peoples' Day , Lincoln's Birthday, General Election Day, Washington's Birthday, Veteran's Day, Good Friday, Thanksgiving Day, Memorial Day, Christmas Eve Day, Independence Day, Christmas Day.

Section 2. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

Section 3. Holiday During Vacation Periods

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by the number of hours the employee would have worked on that day.

Section 4.

When a legal holiday falls on a day which is a regular day off for a staff member, he or she may take equivalent time off at a later date to be approved by the supervisor. This time is to be taken consecutively on one day, not split up.

Section 5.

When a holiday falls on a Saturday, those employees who are not scheduled to work that Saturday will be allowed equivalent comp time which is to be taken at a time approved by the supervisor.

ARTICLE XV

VACATION ENTITLEMENT

Section 1. Vacation Schedule

Employees shall be entitled to earn vacation allotments on satisfactory completion of three months of service. For employees in professional classifications, as listed in Appendix A the vacation allotment is twenty (20) days, effective January 1, 1982. For all other positions the minimum annual vacation allotment is twelve (12) days with an increase to sixteen (16) days after five (5) years of service and to twenty (20) days after ten (10) years of service. Part-time employees receive a pro-rated allotment.

Section 2.

Vacation allotments shall be computed in units of hours to ensure uniformity in distribution of vacation benefits.

Section 3.

An employee who incurs an accident or illness of at least three (3) days duration and submits a doctor's certificate attesting to the accident or illness while on vacation, may on written request, have the time charged to his/her sick leave accrual. The request and doctor's certificate must be submitted within three (3) days of return from vacation.

Section 4.

Vacation allotment not used fully by the employee in one (1) calendar year, may be held over to the next calendar year on recommendation of the department head and approval of the Director or Assistant Director. However, no unused vacation allotment may be carried beyond the next year.

Section 5.

Whenever feasible, and in keeping with the Library's responsibility to serve the public, an employee's first preference for vacation time will be granted. In the event two or more employees in the same work location request the same vacation period, the employee with the greater seniority in title will be allowed the option of the first choice in vacation time.

Section 6.

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

Section 7.

Employees who currently receive vacation allotment at the professional level will continue to receive that allotment.

ARTICLE XVI

PERSONAL BUSINESS LEAVE

A. All full-time employees hired on or before February 26, 2014 shall be given three (3) work days off for personal reasons each year. Part-time employees hired on or before February 26, 2014 shall be given work days off for personal reasons each year in the amount proportionate to the number of hours in the normal weekly schedule, based on the three (3) work days for full-time employees.

B. All full-time employees hired after February 26, 2014 shall be given two (2) work days off for personal reasons each year for the first three (3) years of employment. After completing three (3) years of employment, such full-time employees shall be given three (3) work days off for personal reasons each year. All part-time employees hired after February 26, 2014 shall be given work days off for personal reasons each year in the amount proportionate to the number of hours in the normal weekly schedule, based on two (2) work days for the first (3) years of employment and three (3) work days after completing three (3) years of service.

C. Work days off for personal reasons shall not be accumulated beyond the given calendar year.

D. Request for leave must be made in writing to the superior at least one (1) week in advance.

ARTICLE XVII

HEALTH AND LIFE INSURANCE

Section 1. The City shall provide Health Insurance, Dental Plan, and Prescription Plan to all eligible and enrolled employees and eligible dependents and eligible Civil Union partners as follows:

A. MEDICAL PLAN

Effective April 1, 2016 the State Health Benefits Program (“SHBP”) was implemented. As a result of said participation, the SHBP may change benefits and/or benefit levels currently offered. The City has no input into or control over any such changes. However, as a participating SHBP employer, the City is governed by any such changes. Accordingly, when SHBP changes any benefit and/or benefit level, the benefit and/or benefit level in this agreement will be adjusted to reflect the change. The City will not be liable for any such change in any benefit and/or benefit level or the impact to any such change. In addition, no grievance or complaint against the City challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, or an individual employee of the City from filing an appropriate challenge against the State for any such change. The City will provide notification of any such changes to the Union and to the employees it represents. This provision covers all plans administered under the SHBP including but not limited to healthcare, prescription drugs, dental, etc.

Additionally, health benefits at retirement shall match the coverage, co-pays and deductibles of the SHBP. The amount of money the City reimburses for Medicare, should not exceed the amount required by Medicare on the retirees’ pension amount.

Effective April 1, 2016, the City eliminated the Traditional Plan for active employees.

Eligible dependents who are unmarried and live with the employee are eligible for health benefits until the end of the year in which their twenty-sixth (26th) birthday is reached.

B. DENTAL PLAN

The employee will be eligible for his/her choice of:

1. Horizon Dental Choice Plan E (no benefits provided if utilizing the services of an out-of-network provider); OR
2. Horizon Dental Option Plan (Open Panel 80/20 plan); OR
3. Group Dental Health Administration (no benefits provided if utilizing the services of an out-of-network provider; this plan is available only to currently enrolled subscribers- no new enrollments will be accepted).

C. PRESCRIPTION PLAN

The employee will be eligible for a Prescription Drug Plan, with a \$5 co-pay per prescription for “Generic” drugs and a \$10.00 co-pay for brand name prescription drugs.

Effective at full ratification of the memorandum of agreement or as soon thereafter as possible, add a \$25.00 co-pay for preferred brand name formulary prescription drugs for active employees and retirees.

- D. An employee represented by this collective bargaining unit who is eligible for dependent coverage under any medical, dental or prescription drug benefit plan sponsored by the City of Newark shall be entitled only to such

dependent coverage for said plan and shall not be entitled to coverage as a subscriber to said health plan provided under this agreement except where more than one family member is represented by this Agreement, the subscriber shall be the employee family-member with the earliest date of birth.

E. Library employees will receive the same health and life insurance benefits as employees of the City of Newark.

F. If the City of Newark provides better health coverage to its employees as a result of any negotiated union agreement, the Library agrees to reopen negotiations on the sole issue of health benefits.

G. Retirees entitled to health benefits as granted under present contract after 25 years of aggregate service, as opposed to continuous service as it now provides.

For the purpose of this Agreement, the following definition will apply:

Retiree: An individual who has satisfied the retiree health benefit entitlement criteria in accordance with the contract or by health benefit entitlement established by ordinance.

H. RETIREE BENEFITS

Eligible Retirees and their eligible dependents and eligible civil union partner will be entitled to lifetime health insurance coverage until their date of the retiree's death as indicated below.

Effective April 1, 2016, the City eliminated the Traditional Plan for retirees.

Eligible retirees, with twenty-five (25) years of continuous service, and their eligible dependents shall be entitled to health benefits at retirement which shall match the coverage, co-pays and deductibles of the SHBP. The amount of money the City reimburses for Medicare, should not exceed the amount required by Medicare on the retirees' pension amount. Said coverage is to continue until such time as the retiree attains the age of sixty-five (65) and is thereby eligible for coverage under Medicare as described below.

All eligible employees covered by this Agreement who are retired on an accidental disability retirement with less than twenty-five (25) years of continuous service shall receive the same health benefits as those employees who retire with twenty-five (25) years of continuous service.

All benefits conferred upon retirees as per the collective bargaining agreement shall be provided to those employees who retire with twenty-five (25) years of aggregate service; as opposed to continuous service as it now provides with the Newark Public Library.

Effective June 1, 2008:

- All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be ineligible for the City's Traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical).
- All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partners who are entitled to City funded retiree health benefits will be entitled to enroll in the contracted

carrier provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.

- The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier provided Medicare retiree plan will be the sole employer sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
- The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.

All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not “premium free”) retirees and their spouse/Civil Union partner will be entitled to the SHBP retiree health plan.

- Eligible retiree’s entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree’s life.
- Medicare eligible retirees that reside outside of the 50 United States are ineligible to participate in the carrier provided Medicare retiree plan. As available, SHBP retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 United States. They will receive benefits in accordance with the union contract.
- Retirees and their eligible spouse who are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be ineligible to enroll in the carrier provided Medicare retiree plan and must remain in the SHBP retiree plan, receiving benefit levels in accordance with the union contract.

SHBP retiree plan entitlement will continue for eligible dependent children of the Medicare eligible retiree up to age twenty-six (26). The benefit levels will be provided in accordance with the contract.

- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.
- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- The City will provide eligible retirees and their eligible dependents or eligible Civil Union partner with a Prescription plan that requires a 20% copayment.

I. MEDICARE PART B REIMBURSEMENT

- All employees and their eligible spouses and/or Civil Union partners who retire on or after January 1, 1998, and who have earned Medicare Part A coverage shall be reimbursed by the City at the rate of fifty percent (50%) for the purchase of Medicare Part B upon proper notification by the retirees to the City. In no case will Part B reimbursement be made for a retroactive period beyond one year from date of notice by the retiree.

J. LIFE INSURANCE

- Effective January 1, 1997, Life Insurance (death benefit and accidental death and dismemberment coverage) was eliminated for active employees and for those who retire on or after January 1, 1997.

Section 2.

In the event the City is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage. Any employee who chooses to join a health maintenance organization shall bear such costs of the health plan which exceed the cost of the regular City Plan.

Section 3.

The City reserves the right to change insurance carriers or provide insurance on a self-insured basis during the lifetime of the Agreement so long as substantially similar benefits but not less than those presently in effect are provided. The City shall notify the Union prior to such change being made. In any event, there shall be no interruption of medical coverage for employees covered by the Agreement.

Section 4.

The City of Newark, The Library, and AFSCME Local 2298 agree that for the duration of the contract any new voluntary health and life insurance benefits accorded to City employees shall be extended to members of AFSCME Local 2298.

Section 5.

Employees and retirees shall contribute to health benefits in accordance with current law, i.e. Chapter 78, P.L. 2011.

ARTICLE XVIII

PAID LEAVE

Section 1. Funeral Leave

All employees covered by this Agreement shall be granted up to three (3) working days per event (days need not be taken consecutively) for death in the immediate family. Such leave shall be treated as administrative leave and not charged against the employee's leave record. Employees taking funeral leave may be required to submit verification of the death (which may include death certificate, mortician affidavit, newspaper obituary or funeral program). The employee may also be required to sign a certification attesting to the familial relationship. For purposes of definition, the immediate family includes: spouse, domestic partner or member of a civil union, as defined in the "Domestic Partnership Act" (N.J.S.A. 26-8A-1 et seq.) and the "Civil Union Act" (N.J.S.A. 37:1-28 et seq.) respectively, natural, foster or step-parent, child, step-child, brother or sister; father-in-law or mother-in-law, grandparents of both employees and spouse; or any relative residing in the employee's household.

Leave because of death of any other relative shall be granted on request and such leave may be charged to personal business, vacation, or sick leave. If sick leave is used, proof may be required.

Section 2. Department of Personnel Examination

Employees shall be allowed time off with pay to take open competitive and promotional examinations which are set up by the Department of Personnel.

Section 3. Military Service Leave

Military leave is given in accordance with N.J.A.C. 4:1-17.7 or any subsequent revisions.

A. An employee who is a member of the National Guard or other component of the organized militia of the state shall be entitled to a leave of absence with pay not to exceed ninety (90) days in the aggregate in any one year that he or she is required to engage in active duty or active duty for training. A leave of absence with pay shall also be granted for other military duty when ordered by the Governor. Such leave of absence shall be in addition to the regular vacation allowed such employee (See N.J.S.A. 38A:4.4).

B. A permanent employee who is a member of the organized reserves of the Army, Navy, Air Force or Marine Corps of the United States or other affiliated organizations shall be entitled to a leave of absence with pay for time in which he or she is required to engage in field training. This would include only that training which consists of participation in unit training in field operations.

A non-permanent employee serving for one year or longer shall be entitled to a leave of absence with pay not to exceed 30 days in the aggregate in any one year while engaged in field training. A leave of absence without pay shall be granted to a non- permanent employee serving for less than a year while engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee (See N.J.S.A.38:23-1 and 38:23-1.1

C. An employee is entitled to a leave of absence without pay for such other National Guard, State organized militia or United States Reserve duty not covered by (A) and (B) above.

Section 4.

Employees called to jury duty shall retain jury duty pay in addition to the Library salary. Those employees scheduled to work on Saturday during the course of jury duty shall not be required to work those Saturdays.

ARTICLE XIX **UNPAID LEAVE**

Section 1. Reasonable Purpose

Leaves of absence without pay not to exceed six (6) months shall be granted to permanent employees for reasonable purposes and such leaves may be extended an additional period if necessary. Leaves of absence shall not be unreasonably denied.

Section 2. Maternity Leave

A pregnant employee shall have the option of working through the ninth^(9th) month of her pregnancy, provided she furnishes proof from her physician in the seventh (7th), eighth (8th) and ninth (9th) month that she is able to do so.

Maternity leave shall be granted on request to an employee for a period not to exceed (6) months. This may be renewed, at the employee's request, for a period not to exceed (6) months.

Section 3. Education

(a) After completing three (3) years of service, any permanent employee may, upon request, be granted a leave of absence for educational purposes leading to a Library career. The period of the leave of absence shall not exceed one (1) year.

(b) One (1) year leave of absence with any requested extension for educational purpose shall not be provided more than once every three (3) years.

(c) Employees may also request leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions or for other functions of a similar nature that are intended to improve or upgrade the individual's skill professional ability.

ARTICLE XX
SICK LEAVE

Section 1. Allowance

(a) Any employee contracting or incurring any non-service connected sickness or disability or who is quarantined by the Health Authorities, or who must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay in accordance with (b) and (c) below. In addition, employees may use accrued sick leave to attend to immediate family members who are ill and require the care or attendance of the employees.

(b) Employees shall be eligible for sick leave after ninety (90) days service with the Library, However, upon completion of the ninety (90) day probation period, an employee will receive credit for those days retroactive to his/her date of hire.

(c) Sick Schedule- Employees shall be allowed fifteen (15) days per year with pay. Part-time employees shall earn pro-rated sick benefits.

(d) An employee may be required by the Library to produce a Doctor's certificate after five (5) consecutive days of sickness or disability.

(e) All time for which an employee is credited with sick leave shall be considered as time worked.

(f) The Library may require proof of illness of any employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick Leave shall be cause for disciplinary action.

Section 2. Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Library.

Section 3. Payment for Unused Sick Time at Retirement

The Library agrees to pay for unused sick time at the time of retirement under the following formula:

0-25 days	no payment
26-150 days	25% of its value
151 days or more	50% of its value to a maximum payment of up to \$15,000

ARTICLE XXI
GRIEVANCE PROCEDURE

Section 1. Purpose and Definition

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

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

(c) Any employee shall have the right to present his/her grievance through the steps described in the following paragraph with assured freedom from restraint, interference, coercion, discrimination or reprisal.

(d) If the Library does not answer a grievance or an appeal thereof within specified time limits or any mutually agreed to extension, the grievant shall proceed to the next step of the grievance procedure.

(e) If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee members may process and institute such grievance through all steps of this grievance procedure beginning with Step 2.

(f) The term "grievance" shall mean any dispute between the Library and the Union or between the Library and any employee or group of employees within the bargaining unit concerning the meaning and application and the alleged violation of the expressed written provision of this collective negotiation agreement, or any inequitable application of the Library's rules, regulations, procedures and policies which have an adverse effect on an employee, group of employees or all employees within the bargaining unit. The term "grievance" shall also include the discipline of an employee or group of employees.

(g) Such grievances will be handled according to the following procedure:

Step 1

An authorized representative of the Union along with the employee shall take up a grievance or dispute with the employee's immediate supervisor and the director of Human Resources within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter and respond in writing to the union within five (5) working days.

Step 2

The grievance shall be deemed satisfactorily resolved under Step 1 unless within ten (10) working days after the decision in Step 1 has been rendered, the aggrieved employee submits, in writing, an appeal to the Executive Director. The Director thereof shall conduct a hearing within twenty (20) working days after the receipt of the appeal. At this hearing, the aggrieved employee will appear with such representatives as the Union may designate. The Administration will render a written decision within twenty (20) working days after the conclusion of the hearing.

Step 3

The grievance shall be deemed satisfactorily resolved under Step 2 within ten (10) working days after the decision in Step 2 has been rendered, the aggrieved employee submits, in writing, an appeal to the Library Board of **Trustees** through the Director. The Board or Committee thereof shall conduct a hearing within twenty (20) working days after the receipt of the appeal. At this hearing, the aggrieved employee will appear with such representatives as the Union may designate. The Board will render a written decision within twenty (20) working days after the conclusion of the hearing.

Step 4

If the grievance involved is a presumed violation of the terms of this Agreement, the Union has the right to request grievance arbitration before a neutral third party arbitrator to be jointly selected by the Library and the Union. If the parties fail to agree then an arbitrator will be selected according to the rules and regulations of PERC. The arbitrator's decision will be final and binding.

(h) If the grievance involves a Department of Personnel question, under Title X1 of the New Jersey State Statutes, the matter may, at the employee's or Union's option be taken to the Department of Personnel for decision.

(i) The cost of fees and expenses for having a grievance arbitrated shall be shared equally by the Union and the Library. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this agreement.

Section 2. General Provisions

(a) A grievance must be initiated within ten (10) working days after the event giving rise to the grievance or within ten (10) working days of the time the employee(s) became aware of it. This and other time limitations stated in this Agreement are of the essence. Under special circumstances, however, the parties to this Agreement, by mutual consent, may extend the time limits. But, failure on the part of management to implement a decision in favor of the grievant in a reasonable time at any step will not preclude the aggrieved or the Union from proceeding to the next step despite the lapse of time limits.

(b) Nothing herein shall be construed to deny any individual employee her/his rights under Department of Personnel laws or regulations.

(c) At least three (3) working days' notice of any hearing shall be given to the employee or employees affected

ARTICLE XXII

DISCIPLINARY PROCEDURE

A It is agreed that nothing herein shall in any way prohibit the Library from discharging or otherwise disciplining any employees regardless of seniority for good and just cause.

B. Any action taken by the Library under this Article shall be subject to Department of Personnel Rules and Regulations.

- C. In all such cases of official action, the Library shall notify the Union.
- D. Any disciplinary action, either verbal or written, shall be done in private meetings. At no time will an employee be subjected to verbal abuse.

ARTICLE XXIII
GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

(b) All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2. Work Rules

(a) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

(b) An unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 3. Protection and Security for Employees

The Library shall provide, to the extent possible, security and protection for employees during their working hours.

Section 4. Part-time Employees

Employees who are regularly scheduled to work less than thirty (30) hours per week are not entitled to insurance benefits of any kind. Those working thirty (30) or more hours per week are eligible for insurance benefits in accordance with the Affordable Care Act. Permanent part-time employees working between twenty (20) and thirty-five (35) hours will receive all **benefits other than health insurance** on a pro-rated basis.

Section 5. Disabled Employees

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

Section 6. Personal Damage

The Library shall replace or reimburse an employee for any damage incurred to her/his personal property, such as clothing and eye glasses, which was brought about as a result of defective equipment or furniture or if in an employee's defense of Library property and patrons.

Section 7. Pay Day

Pay checks will be issued to the staff bi-weekly on Fridays.

Section 8. Lockers

Clothes and lunchroom lockers will be assigned individually when available; otherwise they will be shared with one or more staff members.

Section 9. Evacuation and Emergency Procedures

Representatives of the Library and the Union will meet within forty-five (45) days of signing of this Agreement develop evacuation and emergency procedures. The jointly developed plan will be disbursed to all staff.

ARTICLE XXIV

STAFFING

In the interest of safety and proper service, the library agrees to maintain a staff of at least two (2) persons, DISCOUNTING maintenance or security personnel, in every branch at all times.

ARTICLE XXV

TEMPORARY RE-ASSIGNMENT

In any instance in which a work location is closed for lack of heat, water or other essential facilities, the Library may reassign the employees of the closed work location to other work locations.

ARTICLE XXVI

HEALTH AND COMFORT

Cooling devices, such as electric fans, will be installed to the extent feasible at the various work locations in order to protect the employee's health and comfort.

ARTICLE XXVII
ALLOTMENT FOR WORK UNIFORMS

All security and maintenance personnel are required to wear complete uniforms each day they are at work. Effective January 1, 2018, the clothing allowance is \$650.00 per person per year, and shall be provided by the second pay period in June each year. In the event a security or maintenance employee is hired after the second pay period of June, he/she will receive a pro rata clothing allowance of the annual allotment.

All employees must be wearing the uniform designated by the Library. It is anticipated the colors will be dark brown and dark blue.

ARTICLE XXVIII
REIMBURSEMENT FOR USE OF PERSONAL CAR

Effective January 1, 2012 and every January 1 thereafter, reimbursement for mileage incurred to attend professional meetings, conferences, or workshops where attendance is pre-approved by the Director when using one's personal car for mileage incurred above the normal mileage used to commute to work shall be at the rate then established by the GSA of the Federal Government.

ARTICLE XXIX
NO STRIKE-NO LOCKOUT

The Union shall not instigate, call, engage in or advocate the direct sanction of a strike, work stoppage, mass absenteeism or other form of reprisal which will interfere with the provision of Library service to the community, during the life of this Agreement.

The commission of such actions by the Union or its members shall be deemed a violation of this Agreement. In the event of violation, the Union and/or its officers, agents and members shall be subject to the penalties provided herein.

Penalties Against Employees

Any employee who has violated the no-strike prohibition may be subject to discharge, demotion, suspension or other appropriate disciplinary measures.

Penalties Against The Union

If the Union has violated the no-strike prohibition, the Union shall be liable to the Library for reasonable damages.

In addition to the aforesaid entitlement to damages, the Library, without prejudice thereto, may invoke any other legal relief in which by law or equity it is entitled

No Lockout

During the term of this Agreement, the Library shall not engage in any lockout. In the event of a lockout, the Library or its agencies shall be held liable to the Union for assessment of reasonable damages in the form of financial remuneration. Payment by the Library for damages shall make up the pay loss suffered by the employees during the lockout. For any expenses incurred by the Union due to this action, the Library will be held liable. The **terms** of this Article shall not be arbitrable.

ARTICLEXXX
LONGEVITY BENEFITS

1. Employees on the payroll who are entitled to receive longevity payments on December 31, 2008, or who shall be on the payroll for (10) continuous years on December 31, 2008, will continue to receive longevity payments under the plan in effect in 1990. That plan is as follows:

a)	After ten (10) years of continuous service	4%
	After fifteen (15) years of continuous service	6%
	After twenty (20) years of continuous service	8%
	After twenty-five (25) years of continuous service	10%
	After thirty (30) years of continuous service	14%

b) Longevity payments begin on the January 1st following an employee's anniversary date.

c) The percentage is based on the individual's permanent base salary of the prior January 1. For example, an employee who has completed ten (10) years of continuous service on July 1, 2007, will begin receiving payment on January 1, 2008, based on the **permanent** salary of January 1, 2007.

2. Employees who are on the payroll on December 31, 2008, and are not yet eligible to receive longevity payments, will receive longevity payments pursuant to the following plan:

a. After ten (10) years of continuous service a payment in the amount of 4.5% per year shall **be paid**.

b. The payment shall be paid each year with the salary and be calculated on the permanent base salary of the previous January 1st.

c) The initial payment shall begin on the January 1st following the ten (10) year anniversary.

3. Employees who begin employment on or after January 1, 2009, shall not be entitled to receive any longevity payment.

4. An employee who is on an approved leave of absence on December 31, 2008 shall be

considered to be on the payroll as of December 31, 2008, for purposes of this article if and when he/she returns to work.

ARTICLE XXXI

UNION RIGHTS AND RESPONSIBILITIES

A. Bulletin boards

The Library shall allow posting of Union Notices at the Main Library staff bulletin boards and Branch staff rooms. Copies of all such notices are also to be sent to the Library Administration.

B. Designation of Union Officers and Stewards

The Union shall provide the Library with written certification, listing names of its elective officers, Executive Committee Members, Grievance Committee members and Stewards and any changes in such representation as such changes occur during the term of this Agreement.

C. Access to Library Administration

Union officers and representatives shall have access to the Library Administration to confer for the purpose of carrying out the terms of this Agreement. Appointments for such purpose shall be made in advance through the Director's office.

D. Union Activity on Library Time

Union Members shall refrain from Union work or Union activities on the Library's time other than that which is sanctioned by the terms of this Agreement.

E. Visitation

Representatives or members of the Union who are not employees of the Library shall be granted visitation rights to the Library for the purpose of consulting with an employee who has a grievance, investigating a grievance, and representing an employee at a grievance hearing as specified in the grievance procedure. Permission, granting such access, shall be requested in advance through the Library Administration Office.

F. Stewards

The Library acknowledges the right of the Union to select shop stewards. The Union shall notify the Library of the work locations under the jurisdictional assignment of each shop steward. Each shop steward will be permitted, if necessary, to spend up to two (2) hours per employee per year for each employee in the unit under her/his jurisdiction, provided that neither the chief steward nor any shop steward shall spend more than a maximum of four (4) hours working time in any one week in the investigation and presentation of grievances.

G. Time Spent on Union Business at Negotiations, Conferences and Hearings

Six (6) employees who are Union officers or their duly authorized representatives shall be permitted to take part in negotiations or conferences with the Library administration on Library time. This provision shall not be abused. Similarly, these aforementioned Union spokesmen shall be given Library time to attend public budgetary hearings during which the Library budget appears as an item on the agenda for discussion. Attendance at budget hearings on Library work time shall be limited to two (2) Union officers who are Library employees.

H. Leave for Attendance at Union Conferences

Employees who are officers of the Union or accredited Union delegates shall be entitled, after reasonable notice to the Library to leave with pay to attend American Federation of State, County and Municipal Employees (AFSCME) International Union Conventions, State Conventions of AFSCME Council I and Council 63 Conferences or similar meetings. Leave with pay shall be limited to one Union employee for Council I and Council 63 Conferences and no more than two (2) employees for the AFSCME International and State Conventions. If a Local 2298 member is elected to the Council 63 Executive Board, said member will be granted leave with pay to attend no more than six (6) meetings per year.

I. Use of Library Meeting Room

The Union shall have the right to request the use of the Library meeting rooms in conformance with the regulations governing the use of these rooms.

J. Union Meeting

When Union meetings are held during the Library's hours of operation, attendance by on duty staff members shall be permitted at the discretion of the departmental supervisor.

K. Trustee Meetings

The Library agrees to allow one (1) representative of Local 2298 to attend Board of Trustees meetings on Library time.

ARTICLE XXXII

DUES CHECK-OFF

A. Payroll deductions or Union dues will be made by the Library on receipt of proper authorization, in writing from individual members of the Union. The Library Comptroller shall transmit the sums so deducted to the designated Union office authorized to receive such funds. Authorization of dues deduction may be revoked and deductions may be terminated by giving the Library and Union written notice at least thirty (30) days

before July 1st, at which time of the year dues deduction may be terminated. The Union shall indemnify and hold harmless the Library against any and all claims arising out of said check-off.

B. Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative.

C. Agency Shop

Purpose of Fee: Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Amount of Fee: Prior to the beginning of each contract year, the Union will notify the Library, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fees for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the above Article.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to and benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessment.

Deduction and Transmission of Fee: After verification by the Library that an employee must pay the representation fee, the Library will deduct the fee for all eligible employees in accordance with this Article. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and, transmission of regular membership dues to the Union.

The Library shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential or what identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee' members who become eligible for the representation fee because of non-member status.

The Library shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

Demand and Return System: The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under *this* system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employees additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting that the Union verify the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Library. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, she/he may, appeal to a three-member board established by the Governor.

Library Held Harmless

The Union hereby agrees that it will indemnify and hold the Library harmless from any claims, actions, proceedings or judgments brought by an employee in the negotiations unit which arises from the provisions of this Article. The Library shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Library as excluded or confidential or who in good faith was mistakenly or inadvertently omitted from deduction or the representation lists.

Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute and applicable law.

Notifications Concerning Employees

The Library agrees to provide to the Union, on a semi-annual basis, a complete up-to-date listing of all employees covered by this Contract. Such listing shall include the employee's job classification, work location, home address and membership status as it appears on the records of the Library. The Union shall disclose such information only to its officials and representatives whose duties require access to such information. The Library will notify all employees whose titles are listed in Appendix A of this Contract that AFSCME is the only employee organization that can represent them in matters pertaining to wages, hours of work and other terms and conditions of employment.

D. P.E.O.P.L.E. Deduction

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 at any time by giving written notice to both the Library and the Union. The Library agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deduction had been made, and the amount deducted during the period covered by the remittance.

ARTICLE XXXIII
LABOR MANAGEMENT MEETINGS

Labor Management Meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Library may be arranged by mutual agreement between the Local President and the Director or his/her designee. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made in advance, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be presented at the time the conference is requested, and matters taken up at the conference shall be limited to those included in the agenda. The members of the Union attending such conferences shall not lose time or pay for time so spent nor for up to one-half (1 / 2) hour spent in meeting together preceding such a conference. If requested by either party, an answer will be sent in seven (7) working days.

ARTICLE XXXIV
HEAT TIME

When THI reaches 80 (Acute discomfort) and remains at that level for a sustained period, employees assigned to non-air-conditioned areas will be either:

- 1) reassigned to an air-conditioned area, or, 2) granted leave for the balance of the shift.

These two options will be exercised at the discretion of management

<u>Temp. Degrees</u>	<u>Humid%</u>
80	
81	100
82	93
83	86
84	78
85	71
86	65
87	59
88	54
89	49
90	43
91	38

92	34
93	30
94	26
95	23
96	20
97	16
98	13
99	11
100	8
101	6
102	3

ARTICLE XXXV

PERSONNEL GUIDE

- A. A personnel guide will be distributed to all employees within ninety (90) days of the signing of this agreement.

- B. The Library will provide each employee with an updated organizational chart by July 1st of each year.

- C. On a weekly basis, the Library will provide all employees with a Daily In-Charge contact list identifying the administrator/management representative who is in-charge for each day of the week.

ARTICLE XXXVI

DURATION CLAUSE

This Agreement shall be in full force and effect as of January 1, 2018, and remain in effect up to and including December 31, 2020. Ninety days prior to the termination date, either party may serve notice upon the other party of a desire *to* negotiate a new Agreement.

Any terms and conditions not specifically changed shall continue as those in the previous contract, i.e. the contract effective January 1, 2018 through and including December 31, 2020.

For successor collectively bargained agreements, the parties will endeavor to develop final contract language, execute necessary signatures, print and distribute copies thereof within sixty (60) days of the ratification of the memorandum of agreement.

All proposals not contained herein, whether written or oral, presented by the parties during the course of negotiations, are deemed withdrawn and not part of this Agreement.

This Memorandum is subject to ratification by the Newark Public Library Board of Trustees and the membership of AFSCME Local 2298.

APPENDIX (A)

Unit 1: Those employees who exercise supervisory powers to the extent that they can effectively recommend hiring, discharge, or discipline of employees:

Supervising Librarian
Principal Librarian, Acquisitions
Head, Receiving & Registration Services,
Supervisor of Book Stack Services,
Building Maintenance Worker Foreman,
Assistant Building Maintenance Worker Foreman,
Professional: Systems Analyst

Unit 2: Professional, Clerical, Custodial and Specialized Services.

Classifications:

Clerical and Office Positions: Library Associate, Graphic Artist,

Professional

Principal Librarian with the exception of Principal Librarian
(Acquisitions)
Senior Librarian
Junior Librarian

Clerical and Office Positions

Supervising Library Assistant (In-Charge)
Principal Library Assistant (In-Charge)
Senior Library Assistant
Library Assistant
Agency Aide
Monitor
Clerk-Typist
Library Assistant Typist
Library Trainee

Building Operators and Maintenance

Senior Building Maintenance Worker
Building Maintenance Worker
Building Service Worker
Clerk-Driver

Specialized Services

Supervisor of Security
Purchasing Expediter

New Classification

Public Programs Coordinator
Special Projects Coordinator
Library Clerk Driver Bookmobile
Carpenter Helper
Special Services Coordinator
Annual Fund Manager

Exclusions:

Holders in job titles not listed above are specifically excluded from the bargaining unit. The following positions and titles, therefore, are excluded:

Director of Libraries	Business Manager
Assistant Director	Chief Librarian
Personnel Director	External Relations Officer

Confidential positions assigned to the above will also be excluded. Also excluded are Craft Union Employees, Bookbinders, Carpenters, Engineers and Painters.

SEE APPENDIX (B) ATTACHED

No employee in the bargaining unit may receive more than the maximum salary for any given year.

APPENDIX B						
TITLE	2018 MIN	2018 MAX	2019 MIN	2019 MAX	2020 MIN	2020 MAX
ADM Clerk	\$34,467	\$55,514	\$35,156	\$56,624	\$35,859	\$57,757
Clerk 1 (F/K/A Agency Aid)	\$23,898	\$35,527	\$24,376	\$36,237	\$24,863	\$36,962
Clerk 1 (F/K/A AGP Monitor)	\$47,835	\$78,718	\$48,791	\$80,292	\$49,767	\$81,898
Associate	\$40,158	\$53,225	\$40,962	\$54,290	\$41,781	\$55,375
Asst Sup Bld Svc	\$32,571	\$58,967	\$33,223	\$60,147	\$33,887	\$61,350
BLD MNT WKR	\$28,631	\$39,965	\$29,204	\$40,764	\$29,788	\$41,579
BLD SVC WKR	\$28,631	\$39,965	\$29,204	\$40,764	\$29,788	\$41,579
Clerk Driver	\$28,631	\$39,965	\$29,204	\$40,764	\$29,788	\$41,579
Keyboarding clerk 1 (F/K/A Clerk Typist)	\$28,631	\$39,971	\$29,204	\$40,770	\$29,788	\$41,586
Data PP	\$34,434	\$58,088	\$35,123	\$59,250	\$35,825	\$60,435
Data PP/TRN	\$31,863	\$51,041	\$32,500	\$52,062	\$33,150	\$53,103
Graphic Artist 1	\$40,158	\$53,225	\$40,962	\$54,290	\$41,781	\$55,375
Lib Asst/Typing	\$29,863	\$35,527	\$30,461	\$36,237	\$31,070	\$36,962
Librarian 1	\$54,537	\$57,936	\$55,628	\$59,095	\$56,740	\$60,277
Library Asst	\$28,631	\$35,527	\$29,204	\$36,237	\$29,788	\$36,962
Monitor	\$15.00	\$15.00	\$15.30	\$15.30	\$15.61	\$15.61
Pr Kbn INCHG	\$55,956	\$78,718	\$57,075	\$80,292	\$58,216	\$81,898
Prin Lib Asst	\$29,090	\$45,096	\$29,671	\$45,998	\$30,265	\$46,918
Librarian 3	\$55,956	\$75,294	\$57,075	\$76,800	\$58,216	\$78,336
Purch Exp	\$31,863	\$51,040	\$32,500	\$52,061	\$33,150	\$53,102
Secr Grd	\$28,631	\$39,965	\$29,204	\$40,764	\$29,788	\$41,579
SR BMW	\$29,100	\$45,096	\$29,682	\$45,998	\$30,275	\$46,918
SR Dev Officer	\$55,956	\$78,719	\$57,075	\$80,293	\$58,216	\$81,899
SR LBN in CHG	\$54,589	\$69,178	\$55,681	\$70,562	\$56,795	\$71,973
SR Lib Asst	\$28,736	\$39,965	\$29,311	\$40,764	\$29,897	\$41,579
Librarian 2	\$54,589	\$65,985	\$55,681	\$67,305	\$56,795	\$68,651
Sup Bld Svc	\$39,655	\$77,703	\$40,448	\$79,257	\$41,257	\$80,842
Sup LA, Inchg	\$33,133	\$53,225	\$33,796	\$54,290	\$34,472	\$55,375
Sup LBN, Inchg	\$57,034	\$91,123	\$58,175	\$92,945	\$59,338	\$94,804
Sup SECRTY	\$37,380	\$60,991	\$38,127	\$62,210	\$38,890	\$63,455
SUPV BK STK SVC	\$35,867	\$57,936	\$36,584	\$59,095	\$37,316	\$60,277
Librarian 4	\$57,034	\$86,083	\$58,175	\$87,804	\$59,338	\$89,560
Supv Lib Asst	\$31,863	\$51,040	\$32,500	\$52,061	\$33,150	\$53,102
Sytms Analyst	\$46,995	\$85,940	\$47,935	\$87,659	\$48,894	\$89,412
Library Associate (F/K/A Trainee)	\$40,158	\$53,225	\$40,962	\$54,290	\$41,781	\$55,375


APPENDIX (C)
TITLES ELIGIBLE FOR CLOTHING ALLOWANCE

Supervisor, Building Services
Assistant Supervisor, Building Services
Senior Building Maintenance Worker
Building Maintenance Worker
Building Service Worker
Supervisor of Security
Security Guard

The terms of this contract will not become final unless ratified by the Union Membership of AFSCME, Local 2298 and the Board of Trustees of the Newark Public Library.


NEWARK PUBLIC LIBRARY EMPLOYEES' UNION LOCAL 2298, COUNCIL 63 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AFSCME Council 63, Local 2298



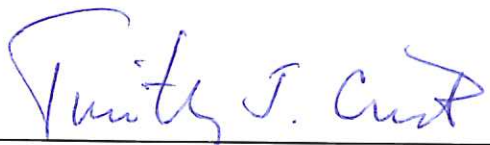
Yesenia Lopez, President

Dated: 10/16/19



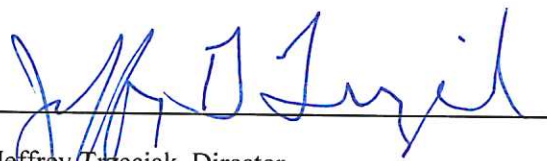
Lakishia Hamm, Staff Representative, Council 63

Dated: 10/29/19



Timothy A. Crist, President,
Board of Trustees of The Newark Public Library

Dated: 10/29/19



Jeffrey Trzeciak, Director
The Newark Public Library

Dated: 10/29/19