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**A G R E E M E N T**

Between

**ESSEX**

TOWNSHIP OF MILLBURN

FREE PUBLIC LIBRARY

and

ESSEX COUNCIL NO. 1,

NEW JERSEY CIVIL SERVICE ASSOCIATION

January 1, 1976 through December 31, 1977

Law Offices: -

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LIBRARY  
Institute of Management and  
Labor Relations

MAR 2 1978

RUTGERS UNIVERSITY

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PREAMBLE

This AGREEMENT entered into this                    day of  
1976, by and between the TOWNSHIP OF MILLBURN FREE PUBLIC  
LIBRARY (hereinafter called the "Library"), and ESSEX COUNCIL  
NO. 1, NEW JERSEY CIVIL SERVICE ASSOCIATION, (hereinafter called  
the "Union"), represents the complete and final understanding  
by the parties on all bargainable issues.

ARTICLE I  
RECOGNITION

A. The Township of Millburn recognizes Essex Council No. 1, New Jersey Civil Service Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of the Agreement for the non-professional employees of the Millburn Township Free Public Library, said included titles as set forth below:

Senior Library Assistant - Typing  
Junior Library Assistant - Typing  
Junior Library Assistant - Part Time  
Senior Clerk/Bookkeeper - Part Time

and excluding all other titles.

ARTICLE II  
BULLETIN BOARDS

A. A bulletin board shall be made available by the Township for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.

ARTICLE III

HOLIDAYS

A. The following days shall be recognized as holidays to be compensated in the manner set forth herein:

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. Veterans Day
10. Election Day
11. Thanksgiving Day
12. Christmas Day

B. Full time personnel shall enjoy the following eight (8) paid holidays off annually:

1. New Year's Day
2. ~~Lincoln's Birthday~~ Washington's Birthday/4/4 JFC
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

C. Personnel who are required to work on the following holidays:

1. ~~Washington's Birthday~~ Lincoln's Birthday *jc JJC*
2. Columbus Day
3. Veterans Day
4. Election Day

shall receive one paid compensatory day for each holiday worked.

D. Permanent part-time personnel shall be compensated for those hours they were scheduled to work should the holiday fall on a scheduled work day and should the Library be closed.

ARTICLE IV

NON-DISCRIMINATION

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

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



ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

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

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Union on behalf of an individual or individuals.

C. Steps of the Grievance Procedure

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

Step One:

(a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle

the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his grievance with the Library Director within three (3) days following the determination at Step One.

(b) The Library Director shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved by Step Two of this Article, then within five (5) days following the determination at Step Two, the employee may exercise his option to pursue the matter to either the Library Board of Trustees or opt to proceed in accordance with Civil Service procedures. If the employee elects to proceed through Civil Service, then all further action through the grievance procedure shall be dropped and deemed waived by the grievant. If the grievant opts to proceed to the Library Board of Trustees then the Trustees shall review the matter and make a determination within ten (10) days from the receipt of the grievance. The decision of the Library Board of Trustees shall be final and binding.

D. No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step upon written notice to the Library Director.

E. Time limits may be extended by the parties by mutual written agreement.

ARTICLE VI

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service Regulations.

3. If an employee in the line of duty is incapacitated and unable to work because of injury, he shall be entitled to injury leave with full pay, less any amounts received from disability insurance during the period in which he is unable to perform his duties, as certified by a physician in attendance designated by the municipality. Such payments shall be discontinued when an employee is placed on disability leave or pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

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

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified within at least one (1) hour of the employee's starting time.

(a) Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health may be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his

Sick Leave continued:

return to duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VII

SALARIES

A. Effective January 1, 1976, the salary scale of employees covered by this Agreement shall be increased by 7% as reflected in the scales below:

	<u>Minimum</u>	<u>Maximum</u>
Junior Library Assistant	\$5,644	\$7,560
Senior Library Assistant	\$6,773	\$9,074
Bookkeeper	\$6,773	\$9,074

B. Effective January 1, 1977, the salary scale of employees covered by this Agreement shall be increased by 6% as reflected in the scales below:

	<u>Minimum</u>	<u>Maximum</u>
Junior Library Assistant	\$5,983	\$8,014
Senior Library Assistant	\$7,179	\$9,618
Bookkeeper	\$7,179	\$9,618

C. The Library Board of Trustees expressly reserves its right to exercise by its sole discretion, its prerogative to grant to individual employees covered by this Agreement additional merit increases, if in its discretion, it deems it appropriate.

ARTICLE VIII

LONGEVITY

A. Effective January 1, 1976, each employee covered by this Agreement shall receive, in addition to his salary as determined above, a longevity increment as follows:

<u>Years of Service</u>	
1. Less than 5	0% of base salary
2. 6 through 10	2% of base salary
3. 11 through 15	4% of base salary
4. 16 through 20	6% of base salary
5. 21 through 25	8% of base salary
6. More than 25 years	10% of base salary



ARTICLE IX  
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

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

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE X

UNION RESPONSIBILITIES

A. The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

ARTICLE XI

SEPARABILITY AND SAVINGS

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

ARTICLE XII  
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XIII

BEREAVEMENT LEAVE

A. A death in an employee's immediate family shall not be charged against his allowable sick days. Time off shall be given from the day of death until the day after the funeral, not to exceed three (3) calendar days immediately following the relative's death. In a case involving unusual circumstances, the Library Director may grant additional days off in his discretion. Immediate family shall be defined as the employee's husband, wife, child, step-child, mother, father, brother or sister.

ARTICLE XIV

VACATIONS

A. Effective January 1, 1976, vacations shall be improved to meet the following schedule:

- First year of service - one (1) day per month for each completed month of service for the remainder of the calendar year; Thereafter;
- First and second full years - twelve (12) working days
- Third and fourth full years - fifteen (15) working days
- Fifth through sixteenth full years - eighteen (18) working days

One (1) additional working day's vacation for each full year of service thereafter, to a maximum of twenty-two (22) working days vacation.

ARTICLE XV  
TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 1976, and shall remain in effect through December 31, 1977, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing no sooner than one hundred eighty (180) nor later than one hundred fifty (150) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, at Millburn, New Jersey, on this 17<sup>th</sup> day of NOVEMBER, 1976.

ESSEX COUNCIL NO. 1,  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION

By:

John J. Coffey  
Paul C. Cind

TOWNSHIP OF MILLBURN  
FREE PUBLIC LIBRARY

By:

William J. Ryan  
Sig. Ryan