

1967

December 14, 1994

ADDENDUM TO CONTRACT between THE BOARD OF TRUSTEES OF THE CLARK PUBLIC LIBRARY and UNION COUNCIL NO. 8 NEW JERSEY CIVIL SERVICE ASSOCIATION, IFPTE, AFT-CIO REPRESENTING ALL LIBRARY EMPLOYEES 1993 - 1995

The Board of Trustees of the Clark Public Library (employer) and the Union Council No. 8, New Jersey Civil Service Association (Association) accept the attached revised Schedule A salary ranges which includes all bargaining unit members.

All items covered in original contract of August 11, 1994 remain unchanged.

ATTEST:

Eleanor O. Trape

FOR THE BOARD OF TRUSTEES
CLARK PUBLIC LIBRARY

Dr. Shmuel D. Katz

Board of Trustees,
Clark Public Library

ATTEST:

Eleanor O. Trape

UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE
ASSOCIATION, IFPTE, AFL-CIO

Marlene Grant
Marlene Grant, President
Union Council No. 8

REVISED SCHEDULE A

	YEAR	MINIMUM	MAXIMUM
Library Assistant - Typing	1993	15,470	20,904
	1994	15,470	21,949
	1995	15,470	23,047
Senior Library Assistant	1993	18,018	22,178
	1994	18,018	23,287
	1995	18,018	24,451
Principal Library Assistant	1993	21,021	23,242
	1994	21,021	24,405
	1995	21,021	25,624
Administrative Clerk	1993	25,994	37,292
	1994	26,773	39,157
	1995	27,389	41,114
Librarian	1993	28,789	33,060
	1994	29,451	34,713
	1995	30,128	36,449
Building Maintenance Worker	1993	18,200	23,634
	1994	18,200	25,090
	1995	18,200	26,345

All salary ranges are based on full time work week of 35 hours. Salaries for part time employees are pro-rated on the basis of number of hours worked, based on the above salary scales.

12/14/94

1967

AGREEMENT

between

THE BOARD OF TRUSTEES OF
THE CLARK PUBLIC LIBRARY

and

UNION COUNCIL NO. 8,
NEW JERSEY CIVIL SERVICE ASSOCIATION, IFPTE, AFL-CIO
REPRESENTING ALL LIBRARY EMPLOYEES

1993 - 1995

TABLE OF CONTENTS

ARTICLES

Article 1.	RECOGNITION	1
Article 2.	REPRESENTATION FEE	1
Article 3.	ASSOCIATION BUSINESS	2
Article 4.	MANAGEMENT RIGHTS	3
Article 5.	HOURS OF WORK	3
Article 6.	PAY PERIODS	3
Article 7.	SALARIES	4
Article 8.	OVERTIME	4
Article 9.	INCREMENTS	4
Article 10.	LONGEVITY PROGRAM	5
Article 11.	VACATIONS	5
Article 12.	HOLIDAYS	7
Article 13.	PERSONAL LEAVE DAYS	8
Article 14.	SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE	8
Article 15.	PART TIME EMPLOYEES	11

Article 16.	MISCELLANEOUS BENEFITS	11
Article 17.	MEDICAL BENEFITS TO PART-TIME EMPLOYEES	13
Article 18.	MEDICAL BENEFITS TO RETIRED MEMBERS ...	13
Article 19.	INOCULATION	14
Article 20.	NON-DISCRIMINATION	14
Article 21.	GRIEVANCE PROCEDURE	14
Article 22.	MAINTENANCE OF WORK OPERATIONS	16
Article 23.	SAVINGS CLAUSE	16
Article 24.	RETENTION OF BENEFITS	16
Article 25.	CIVIL SERVICE RULES	16
Article 26.	JOB VACANCY	16
Article 27.	NOTICE OF RETIREMENT	17
Article 28.	DURATION	17

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of August, 1994, effective January 1, 1993, by and between the Board of Trustees of the Clark Public Library, Clark, New Jersey, (hereinafter known and designated as the Employer) and UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter known and designated as the Association).

WITNESSETH:

WHEREAS, it is the purpose of this agreement to prescribe the legitimate rights of those Library Employees recognized as being represented by the Association and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and to protect the rights of the public in the Township of Clark;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1. RECOGNITION

The Employer hereby recognizes Union Council No. 8, New Jersey Civil Service Association as the exclusive representative for professional, technical and building maintenance employees of the Clark Public Library, Clark, New Jersey.

ARTICLE 2. REPRESENTATION FEE

A. Notice and Amount of Fee

If an employee in the bargaining unit is not a member of the Association during the term of this Agreement, and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term of period. The purpose of the representation fee is to provide for payment to the Association of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by the Association as majority representative. In order to adequately offset the cost of services rendered by the Association, the representation fee shall be 75% of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members.

The Employer shall advise the Association of any new activity, i.e. new hires, resignations, and retirements within fourteen (14) days of action. The Association shall submit to the Employer a list of those employees in the unit who are not members of the Association. The Employer shall deduct from the salary of such employee in accordance with "b" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Association. The Association shall notify the Employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

B. Payroll Deduction Schedule

The Employer shall deduct a representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first paycheck after the receipt of the aforesaid list by the Employer or thirty days after the employee begins his or her employment in the bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and

the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

C.

The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law. The Association has represented that it has established a "demand and return" system pursuant to the foregoing law, which is available to employees who pay the representation fee.

ARTICLE 3. ASSOCIATION BUSINESS

Section 1.

The Association shall advise the Employer in writing of the names of its representatives.

Section 2.

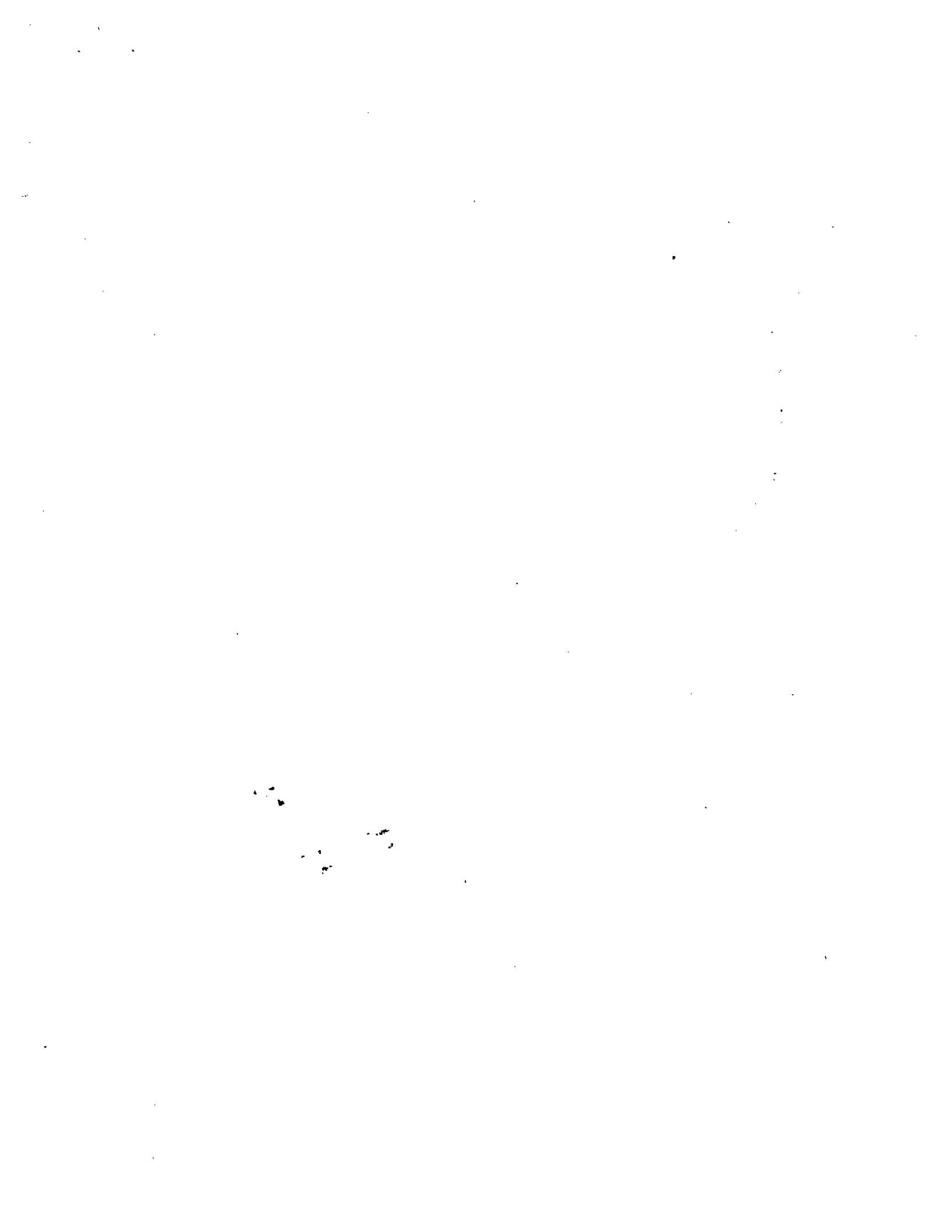
The Association shall neither solicit members nor conduct any business on Employer's property during Employer assigned working schedules of either the representatives of the Association or the employee involved, except for the following:

- a. Collective bargaining
- b. Time spent conferring with management or employees on specific grievances as specified in the Grievance Procedure, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict the work assignments shall have priority.

Section 3.

When an authorized representative is excused from assigned duties, the representative shall:

- a. Arrange with the Library Director or designee for supervisor to leave work;
- b. Notify the Library Director or designee for supervisor of any employee facility or job location visited on arrival;
- c. Notify the Library Director or designee for supervisor of return to the job;
- d. Record his/her time out and time in upon leaving and returning to the job.



ARTICLE 4. MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as specifically provided in this Agreement.

ARTICLE 5. HOURS OF WORK

Section 1.

The regular work week of full time employment shall be thirty-five (35) hours. Permanent part time employees will work a minimum of twenty-four (24) to be eligible for all benefits.

In order to provide adequate work coverage for the Library, the Director has the right to assign individual work schedules. Except in emergency situations and on a temporary basis only, no employee shall be required to work more than eight (8) hours in a day or more than five (5) days in a week.

The Director, for the efficient operation of the Library, has the right to vary from an individual's work schedule, provided however, that any permanent changes shall be mutually agreed to by the Director and the individual(s) affected by the change(s).

Section 2.

The parties agree that all hiring, lay offs, separations, promotions, demotions and disciplinary actions shall be in accordance with the Revised Civil Service Rules for the State of New Jersey as applicable to employees of the Clark Public Library, Clark, New Jersey.

ARTICLE 6. PAY PERIODS

The Library shall pay its employees by semi-monthly payroll schedule of 24 times annually on the fifteenth and thirtieth day of each month.

ARTICLE 7. SALARIES

Section 1.

Effective retroactive to January 1, 1993, all bargaining unit member hired prior to January 1, 1993, shall receive a five (5%) percent increase in their respective annual salary to be applied to the base rate as of December 31, 1992.

Section 2.

Effective January 1, 1994, all bargaining unit members shall receive a five (5%) percent salary increase to be applied to the member's base rate of pay as of December 31, 1993.

Section 3.

Effective January 1, 1995, all bargaining unit members shall receive a five (5%) percent increase to be applied to the members base rate of pay as of December 31, 1994.

Section 4.

Minimum and maximum salaries for all bargaining unit members, effective as of January 1, 1993 through December 31, 1995, are all as set forth on Schedule "A" attached hereto.

Section 5.

In calculating the salary increases set forth in this section, the bargaining unit employee's base rate of pay shall be his/her actual salary or the minimum salary as set forth on Schedule A attached hereto, whichever is greater.

ARTICLE 8. OVERTIME

All hours worked in addition to the employee's regular scheduled hours shall be computed as Compensatory Time.

ARTICLE 9. INCREMENTS

Increases of \$550.00 shall be paid to employees on their anniversary date of hire, until they reach the maximum salary. Part time employees shall have the increment prorated.

ARTICLE 10. LONGEVITY PROGRAM

NOTE: Any employee hired after January 1, 1991, shall not be eligible for the longevity program.

Each employee completing five (5) years of continuous uninterrupted service shall become eligible for longevity payment computed as follows:

(a) For each five (5) year period of service as outlined above, each employee of the Library shall receive that following in addition to the current annual salary:

After 5 continuous years	\$ 500.00
After 10 continuous years	\$1,000.00
After 15 continuous years	\$1,500.00
After 20 continuous years	\$2,000.00
After 25 continuous years	\$2,500.00

(b) The effective date as to eligibility for longevity shall be the anniversary date of the individual's employment by the Library and the amount shall be as set forth above.

(c) Part time employees shall have the longevity prorated.

(d) Employees transferring from part-time to full time basis will be prorated on the five (5) years average of hours worked.

ARTICLE 11. VACATIONS

Section 1.

Effective January 1, 1993 all non-professional employees shall be entitled to the following vacation period, with pay:

Less than one (1) year	one (1) day per month for each full month
One (1) to five (5) years	Twelve (12) working days
Six (6) to ten (10) years	Seventeen (17) working days
Eleven (11) to twenty (20) years	Twenty-three (23) working days
Twenty-one (21) + years	Twenty-seven (27) working days

Effective January 1, 1995, all professional employees shall be entitled to the following vacation period, with pay:

Less than one (1) year	one (1) day per month for each full month
One (1) to five (5) years	Fifteen (15) working days
Six (6) to ten (10) years	Twenty (20) working days
Eleven (11) to twenty (20) years	Twenty-five (25) working days
Twenty-one (21) + years	Twenty-seven (27) working days

Section 2.

When any vacation, or part of it, cannot be taken in the calendar year when earned because of the work load in the department, the same can be taken in the following year, with the consent of the Library Director, which consent shall not be unreasonably withheld, but such accumulated vacation days may not be extended beyond the second year.

Section 3.

The effective date of hiring for the purpose of determining vacation, sick leave and other leaves shall be the employee's initial date of employment on a basis of eighteen (18) hours or more.

Section 4.

An employee who is resigning in good standing or retiring shall be entitled to vacation allowance for the current year prorated upon the number of months worked in the current calendar year and any vacation leave which may have been carried over from the previous calendar year.

Section 5.

If a staff member should become ill during his vacation for three or more consecutive days, he shall be credited with sick leave and his vacation time reinstated upon submission of a note from his physician.

ARTICLE 12. HOLIDAYS

Section 1.

The employees shall receive the following thirteen (13) official holidays per year:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas	

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on a Sunday, it shall be celebrated Monday and paid accordingly.

Section 2.

Permanent or provisional full time employees shall be granted these thirteen (13) holidays with pay. Permanent or provisional part-time employees shall be entitled to thirteen holidays with pay, but on a prorated basis. After six (6) months of employment, hourly employees shall be entitled to all holidays on a prorated basis.

Section 3.

In the event a holiday named in this contract falls during an employee's vacation period or extended sick leave, such employee shall receive an additional day's vacation.

Section 4.

All holidays proclaimed by the Mayor will be granted to Library employees. If it is deemed necessary that the Library should remain open, the employees on duty will be entitled to equal hours of compensatory time.

ARTICLE 13. PERSONAL LEAVE DAYS

Employees are entitled to two (2) days leave with pay for personal business except an employee shall receive one (1) personal day for each six (6) months of employment in the year of hire or year of termination. The granting of personal days off shall be for personal business. Where possible, request for leave shall be asked for and obtained in advance of the required date or dates from the Library Director. Personal days must be used in the one year period and shall not be cumulative year to year.

ARTICLE 14. SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

Section 1. Sick Leave

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the Library Director shall be sufficient. The term "immediate family" is limited to the employee's spouse, a child, a grandchild, his/her parents, or grandparents, brothers or sisters or to a relative who is part of the household.

Employees are entitled to one day's sick leave with pay for each month of service from the date of appointment to December 31st of that year. Thereafter, 15 days of paid sick leave are granted in each calendar year, except any employee whose employment has terminated for any reason except retirement, shall have their sick leave prorated in the year of termination at the rate of one and one quarter (1.25) days per month, not to exceed 15 days.

All employees who were certified at any time on or before January 1, 1982 shall accumulate unused sick leave up to a maximum of \$3,500.00.

All employees hired subsequent to January 1, 1982 shall accumulate unused sick leave to a maximum of \$2,500.00, which shall be redeemable at retirement.

In the event the employee's illness causes his absence from work for five (5) consecutive days, a physician's certificate must be filed with the Library director on the sixth day. The employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the employer.

Any employee expending a total of more than ten (10) days of sick leave in any year must submit to a physical examination by a medical doctor or any other physician selected by the Township. A report of such examination on forms provided by the Library Director signed by the physician, shall be furnished to the Library Director by the employee forthwith. (Included would be such a leave extending from December into January of the following year.)

The employee or a member of his family must telephone the Library Director or other individual designated by the Library Director at least an hour before the employee's starting time to advise that the employee cannot report to work. This practice shall be followed each day through the fifth day, at which time a doctor's certificate on forms provided by the Library Director will be required together with a statement from the doctor as to the expected length of time the absence will continue.

During a period of disability, employees may elect, if they so desire, to first utilize all or any part of their accumulated sick leave. In the absence of such elections, leaves of absence provided by this Article will not affect in any manner whatsoever the accumulated sick leave of the disabled employee.

Where a disabling work-connected injury is sustained and causes an extended absence, upon recommendation of the Library Director and approval of the Library Board of Trustees, the Township Council may adopt a resolution granting the injured employee up to one-year leave of absence with pay. If and when such action is taken, the employee shall not be charged with sick leave time beyond that in at the time of the disability.

In the event of such action, the employee must agree in writing to reimburse the Township for payments he may receive as worker's compensation, insurance benefits or from any settlement or judgment paid to the employee by an person or corporation held responsible for such injury.

Section 2. Maternity Leave

In the event of a leave of absence due to pregnancy, the employee shall inform the employer, in writing, of the date the employee will begin her maternity leave and the date the employer shall provide medical certification of her condition.

Section 3. Military Leave

Any full-time employee, who is a member of the National Guard or a reserve unit of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect vacation entitlement.

When a full-time employee has been called to active duty or inducted into the military or naval forces of the United States, the employee shall be granted an indefinite leave of absence, without pay, for the duration of such military service. Each such employee must be reinstated, without loss of privileges or seniority, provided he/she reports for duty with the Library within 90 days following the employee's honorable discharge from military service.

Section 4. Compensatory Leave

In place of payment of overtime, an employee will be granted leave with pay as compensation for overtime work. Such request must be approved by the Library Director.

Section 5. Leave Because of Death

Leave with pay, not exceeding five (5) days, shall be granted by the Library Director, to any employee in the event of a death in his/her "immediate family". The term "immediate family", for all the purposes of this Section shall include only the employee's spouse, child, grandchild, mother or father.

Leave with pay, not exceeding three (3) days, shall be granted by the Library Director, to any employee in the event of a death of a grandparent, brother or sister; and in the event of a death of the child, parent or grandparent, brother or sister of his/her spouse, or other person who is a member of his/her household.

Section 6. Leave Without Pay

Leave without pay shall be granted only when the employee has used his/her accumulated sick leave in the case of illness. In the event leave without pay is requested for reasons other than illness, an employee must have used his/her vacation leave. Written request for leave without pay must be signed by the employee, endorsed by the Library Director and approved by the Library Board of Trustees before becoming effective.

Such leave, except for military leave without pay, shall not be approved for a period longer than six (6) months at one time. The Library Director with the consent of the Library Board of Trustees may extend such leave for an additional six (6) months or any portion thereof.

A request for any type of leave, except sick leave or because of a death in the family, shall be made ten (10) days in advance to permit engaging a substitute for the particular position held by the applicant.

Section 7. Jury Duty

An employee summoned for jury duty shall receive regular pay from the Employer for such period. Such employee shall report for regular work while excused from such attendance in court unless it is impossible or unreasonable to do so.

ARTICLE 15. PART-TIME EMPLOYEES

Section 1.

All part-time employees shall participate in all of the benefits accorded full time employees with the exception of life insurance, dental, hospitalization and medical coverage unless otherwise required by Civil Service law or other law. Part-time employees are eligible for medical coverage if the work week is established at twenty-four (24) hours or more. Sick leave and vacation time shall follow the same schedule as allowed full time employees, payment therefore being at the same rate of pay as provided in the employee's regular work schedule.

Section 2.

Prorated schedule for all benefits will be as follows:

18 hours per week	-	51%
20 hours per week	-	57%
21 hours per week	-	60%

ARTICLE 16. MISCELLANEOUS BENEFITS

Blue Cross, Blue Shield and Rider J coverage or equivalent coverage through participation in a registered HMO shall be provided by the Employer to all eligible employees covered by this Agreement.

The following benefits shall also be provided by the Employer:

1. Group Life Insurance - \$10,000.00

2. Group Accident Insurance:

(a). Indemnities for Death, Dismemberment and Loss of sight - Accidents (employees only)

(b). Weekly Indemnity for Total Disability (employees only) \$65.00 per week - beginning the eighth day of disability - paid to the employee - for a period not to exceed twenty-six (26) weeks.

(c). Major Medical Expense Benefits - for employees and their dependents \$100.00 deductible after which 80% of expenses are paid.

All benefits enumerated in this Article shall be provided by the Employer at no cost to eligible employees.

3. Dental Plan - Effective July 1, 1991, the current Dental Insurance Plan shall be changed to include a deductible of twenty-five (\$25.00) dollars per person and seventy-five (\$75.00) dollars per family.

4. Prescription Plan - Effective January 1, 1991, the Prescription Insurance benefit shall change to provide a co-pay of two (\$2.00) dollars for generic drugs and four (\$4.00) dollars for name brand drugs, except that where no generic substitute exists, the two (\$2.00) dollar co-pay will apply.

5. The parties agree that the Library Board of Trustees have the right to change insurance carriers provided that any new insurance carrier supplies substantially equivalent coverage.

6. (a) If an employee does not wish to be covered by the medical prescription and/or dental insurance programs and furnishes proof of substitute coverage through spouse's employment or other equivalent plan, the employee shall be permitted to opt out of participation in any one combination or all of the insurance programs. The employee shall opt out using such forms and/or procedures as established by the Township Business Administrator. In exchange for such non-participation, the employee shall be entitled to receive, in December of each year, the sums set forth in Section b. hereof prorated for the number of months during the preceding year that the employee did not participate in the insurance plan. The employee may opt out of the insurance plans at any time, but may not rejoin until the next annual open enrollment period. Should the employee's substitute coverage lapse between the time the employee opts out of the township insurance plan or plans and the next open enrollment, the township shall pay the cost (up to an amount equivalent to the township's standard plan) of continuing substitute coverage under the COBRA provision until the next open enrollment.

(b) Employee cash entitlement on an annual basis in exchange for non-participation in Township insurance programs:

MEDICAL INSURANCE	
Family.....	\$ 2,993.00
Single.....	1,005.18
DENTAL INSURANCE	
Family.....	318.00
Single	108.90
Husband/wife.....	186.90
PRESCRIPTION.....	366.07
ALL INSURANCE PROGRAMS.....	3,678.00

ARTICLE 17. MEDICAL BENEFITS TO PART-TIME EMPLOYEES

Section 1.

Effective January 1, 1988, permanent and provisional part-time employees working less than twenty-four (24) hours per week shall be permitted to participate in any and all medical benefit plans at the employee's option. All premiums are to be paid by the part-time employee at the current rate as set by the plans.

ARTICLE 18. MEDICAL BENEFITS TO RETIRED MEMBERS

Section 1.

Effective January 1, 1993, an Association member who retires in good standing, with at least twenty-five (25) years of continuous service, shall be covered for Blue Cross/Blue Shield with Major Medical and Prescription Plan and Dental coverage, at no cost to the member. Such coverage will continue until the retired member reaches age sixty-five (65). After age sixty-five (65), a Medical/Dental Health Plan will be provided to supplement Medicare/Medicaid with coverage equal to pre-retirement agreement for employees with over twenty-five (25) years of service. This benefit shall only apply to members who retire after January 1, 1995 and shall not be retroactive to members presently retired. The parties agree that the Township has the right to change insurance carriers and make such other changes as where agreed in Article 16 above.

Section 2.

Effective January 1, 1983, an Association member who retires in good standing shall be permitted to remain in any and all medical benefit plans at the member's option. All premiums are to be paid by the retired member at current rates as set by the plans. This benefit shall apply only to members who retire after January 1, 1983 and shall not be retroactive to members presently retired. The parties agree that the Employer has the right to change insurance carriers and make such other changes as were agreed in Article 16 above.

ARTICLE 19. INOCULATION

The Employer shall provide, at its expense, inoculation against influenza or any epidemic, if declared as such by the State Department of Health. This precautionary measure shall be performed by a physician selected by the Township.

ARTICLE 20. NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of activities as a member of the Association. There shall be no discrimination against any employee because of race, color, religious creed, national origin, political affiliation, gender or Union affiliation. The Association, or any of its agents, shall not intimidate or coerce employees into membership.

ARTICLE 21. GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be limited to any controversy of dispute arising between the parties hereto relating to any matter of wages, hours, and working condition, and any dispute between the parties involving interpretation or application of any provisions of this Agreement, exclusively.

Section 2. The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end, the following procedures shall be followed:

Step 1. An employee with a grievance shall first discuss it with the Library Director directly and in the presence of a local Association representative for the purpose of resolving the matter informally. A grievance must be presented under the Grievance Procedure described herein within five (5) working days of the time that the employee knew of the occurrence of the condition giving rise to the grievance. It is understood that time off the job, be it with or without pay, shall be counted as

"working days" under Step 1 of the Grievance Procedure. If it is not presented within the aforementioned time period, it shall be thereafter be considered a grievance under this Agreement, unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, the employee may file a grievance appeal in writing to the Library Board of Trustees. A hearing on the grievance shall be held between the designated representative of the Library Board and the Association's designated representative and the employee affected, and any witnesses within seven (7) working days of the receipt of the grievance. The Board of Trustees shall render a decision in writing within five (5) working days of the hearing.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision is rendered within the time required as aforesaid, the employee may file a grievance appeal in writing with the Grievance Committee. The Grievance Committee shall consist of:

1. The President of the Association, or his designated representative.
2. The local Association representative.
3. The Library Director
4. The designee of the Library Board of Trustees

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is no unanimous, then in that event, either party may, within 30 days request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to change, modify or amend the provisions of this Agreement.

ARTICLE 22. MAINTENANCE OF WORK OPERATIONS

There shall be no lock-outs, strikes, work stoppages or slow-downs of any kind during the life of the Agreement. No officer or representative of the Association shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

ARTICLE 23. SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental regulation or Court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE 24. RETENTION OF BENEFITS

The Board of Trustees agree that all benefits, terms and conditions of employment relating to the status of members in Union Council No. 8, New Jersey Civil Service Association, not covered by this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement and as provided for in this Agreement.

ARTICLE 25. CIVIL SERVICE RULES

The parties agree that all hiring, layoffs and separations shall be in accordance with the REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to the Library and that the Civil Service laws and rules shall be applicable to all employees.

ARTICLE 26 JOB VACANCY

In the event that vacancy should occur in a bargaining unit position, the employer shall, when filling the vacancy, give preference to those employees on the payroll when the vacancy occurs.

ARTICLE 27. NOTICE OF RETIREMENT

Any employee who retires from his or her position at the Library shall give the Library Director notice of not less than thirty (30) days of the anticipated retirement.

ARTICLE 28. DURATION

This agreement shall be in effect from January 1, 1993 through December 31, 1995.

ATTEST:

FOR THE BOARD OF TRUSTEES
CLARK PUBLIC LIBRARY

Dale Spindel

Sybil Kappy Sybil Kappy, Vice-
~~Dr. Sharon I. Katz~~, President
Board of Trustees
Clark Public Library

ATTEST:

UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE
ASSOCIATION, IFPTE, AFL-CIO

Joanna Stone

Marlene Grant
Marlene Grant, President
Union Council No. 8

SCHEDULE A

EMPLOYEES HIRED PRIOR TO 1/1/91

	<u>YEAR</u>	<u>MINIMUM</u>		<u>MAXIMUM</u>
LIBRARY ASST. TYPING (P/T - 21 HR. WEEK)	1993	11,222	TO	12,542
	1994	11,783	TO	13,169
	1995	12,372	TO	13,828
SR. LIBRARY ASST. (P/T - 21 HR. WEEK)	1993	11,661	TO	12,981
	1994	12,244	TO	13,630
	1995	12,856	TO	14,312
SR. LIBRARY ASST. TYPING	1993	19,978	TO	22,178
	1994	20,977	TO	23,287
	1995	22,026	TO	24,451
PRINCIPAL LIB. ASST. (P/T - 18 HR. WEEK)	1993	10,831	TO	11,953
	1994	11,372	TO	12,551
	1995	11,941	TO	13,178
ADMINISTRATIVE CLERK	1993	35,093	TO	37,292
	1994	36,847	TO	39,157
	1995	38,688	TO	41,114
REFERENCE LIBRARIAN- CHILDREN'S	1993	30,860	TO	33,060
	1994	32,403	TO	34,713
	1995	34,023	TO	36,449
REFERENCE LIBRARIAN (RESIGNED 8/93)	1993	30,860	TO	33,060
BUILDING MAINTENANCE (RETIRED 1/94)	1993	15,687	TO	17,205
	1994	16,471	TO	17,847