

Contract no. 1669

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A G R E E M E N T

BETWEEN

THE BOROUGH OF FAIRVIEW  
THE FAIRVIEW LIBRARY BOARD

AND

NJELU NO.1/SEIU LOCAL 1988

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JANUARY 1, 1992 through DECEMBER 31, 1993

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LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

Oct 7 1992

RUTGERS UNIVERSITY

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT entered into this            day of            ,  
1985 by and between the Borough of Fairview, Fairview Library Board,  
hereinafter referred to as the "Board", and New Jersey Employees  
Labor Union, Local #1, hereinafter referred to as the "Union",  
represents the complete and final understanding on all the  
bargainable issues between the Board and the Union.

ARTICLE I  
RECOGNITION

The Board recognizes the Union as the exclusive Collective Bargaining Agent for all employees of the Fairview Library Board.

ARTICLE II  
MANAGEMENT RIGHTS

The right to manage the affairs of the Board and to direct the working forces and operations of the Board, subject only to the limitations of this Agreement and applicable State Law, is vested in and retained by the Board.

ARTICLE III  
EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, State or Federal law.

C. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to present and to state its views at all stages of the grievance procedure.

D. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV  
GRIEVANCE PROCEDURE

Any grievance relating to the position, wages, or working conditions of any employee covered by this Agreement shall be handled in the manner set forth below:

A. The employee should discuss the grievance with his immediate supervisor. He may be represented by a member of the Union. In the event the Union declines to represent the employee, he or she shall have the right to proceed without such representation. If the employee or the Union is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the Board. If, for any reason, the employee or the Union does not wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Board.

B. Within the next ten (10) days, after the receipt of the written notice, the Board shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and the Union of such decision immediately thereafter and forward to each a copy of their determination.

C. If the grievances are not settled by the steps outlined above, the Union or the employee, within ten (10) working

days after receipt of the employee and the Union of the Board's decision, shall have the right to file an appeal with the Public Employment Relations Commission, hereinafter referred to as "PERC". PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, not subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.



ARTICLE V

WORK WEEK

A. The number of hours per week that each employee shall work shall be determined in accordance with a work schedule that shall be implemented by the trustees. In the event that any employee's hours are increased to place the employee on a full-time basis, the work schedule of that employee shall be negotiated between the Board and the Union.

B. The parties agree as follows:

1. Mrs. M. Chiappetta shall be required to work fourteen (14) hours per week during the months of January through June, and the months of September through December; and she shall be required to work eleven (11) hours per week during the months of July and August.

2. Mrs. Hoffman shall be required to work ten (10) hours per week in addition to her duties as an "on call" employee.

3. Mrs. A. Miranda and Mrs. E. Caufield shall be required to work twenty (20) hours per week in their duties as Junior Library Assistants.

ARTICLE VI

HOLIDAYS

1. When an employee shall be entitled to holiday leave of absence with pay in celebration of the holidays set forth below, which leave of absence with pay shall be equal to the greatest number of hours scheduled to be worked in any one day by the employee during the week in which the holiday falls, it is agreed that as to the following employees, the hours indicated next to their names shall be the number of hours to which they shall be entitled under this Provision.

Ann Miranda - five (5) hours;

Eunice Caufield - five (5) hours;

Mary Hoffman - four (4) hours.

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
General Election Day  
Thanksgiving Day and the following day  
Christmas Day (Xmas Eve)

2. If a holiday falls on a Saturday or Sunday, it shall be celebrated on the preceding Friday or the following Monday.

3. The Library shall be closed on Christmas Eve without any compensation or leave benefits to part-time employees.

ARTICLE VII

VACATIONS

1. All employees covered by this Agreement shall be entitled to paid vacation in accordance with the following schedule, except that the vacation time to which an employee is entitled shall be proportioned according to the average number of hours per week worked by the said employee from January 1, 1984, to the date that the employee is to take the said vacation:

- a. From the date of hire through December 31, of the year of hire - one (1) day for each thirty (30) days of employment;
- b. From January 1, of the first full calendar year after the date of hire through December 31, of the third full calendar year after the date of hire - Twelve (12) days;
- c. From January 1, of the fourth full calendar year after the date of hire through December 31, of the eighth full calendar year after date of hire - fifteen (15) days;
- d. From January 1, of the ninth full year after the date of hire through December 31, of the eighteenth full calendar year after the date of hire - twenty (20) days.

e. From January 1, of the nineteenth full year after the date of hire and thereafter - twenty-five (25) days.

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

B. Where an employee resigns, retires or is laid off, such employee shall receive a lump sum payment equal to the total number of the employee's accumulated vacation days multiplied by the employee's base rate of daily compensation at the time of his or her resignation, retirement or effective lay-off date.

ARTICLE VIII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee.

B. Sick leave with pay shall be granted to all employees covered by this Agreement of not less than one (1) working day for each month of service during the first calendar year and fifteen (15) working days for each calendar year thereafter, except that the amount of time to which the employee shall be entitled as sick leave shall be proportioned according to the average number of hours per week worked by the said employee for the period from January 1, 1984, to the date that the sick leave is taken. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.

C. Accumulated sick leave shall be determined and calculated from the date of employment or from the date the Board adopted Civil Service, whichever date is later.

D. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for five (5) or more consecutive working days upon request by the Board shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment is requested by the Board. The Board may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Board, by a physician designated by the Board. 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 IX

BENEFITS ON TERMINATION

A. Unused Sick Leave:

Each employee who resigns or retires, at any time shall receive a payment equal to one-half (1/2) of the employee's accumulated sick leave days multiplied by the employee's base rate of daily compensation at the time of his or her resignation, provided that:

1. No such payment shall exceed Twelve Thousand (\$12,000.00) Dollars;
2. No unused sick leave prior to the adoption of Civil Service by the Board shall be counted;
3. The amount of time to which the employee shall be entitled to sick leave shall be proportioned according to the average number of hours per week worked by the said employee for the period from January 1, 1984.

ARTICLE X

WORK-RELATED INJURIES OR SICKNESS

The Board shall make payment of his or her full salary to any employee who receives an injury or illness as a result of, or arising out of the employee's employment with the Board, which injury or illness prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Board any payments made to him or her for temporary disability under the Workmen's Compensation Laws of the State of New Jersey.



ARTICLE XI

HOSPITALIZATION AND INSURANCE BENEFITS

A. The Board shall provide health benefits coverage to employees who are required to work twenty (20) or more hours per week on a regular basis. The coverage to be provided shall be identical to the benefits provided in the New Jersey Health Benefits Plan covering employees.

In the event that the insurance carrier presently carrying the hospitalization and medical insurance for the Board shall refuse to carry or continue said insurance coverage, the Board shall immediately apply to a new insurance company for the identical insurance as is now provided and shall provide that there shall be no interruption of insurance coverage.

B. The Board shall provide, at no cost to the employees, a death benefit payment on the employee's life in the amount of Ten Thousand (\$10,000.00) Dollars up to age sixty-five (65) and as payment is conditioned provided in the policy thereafter, said policy being Canada Life Policy G.13338 - Division #000. The employees shall have the right to name the beneficiary thereof.

ARTICLE XII  
PERSONAL DAYS

In addition to any other leaves of absence set forth herein, each employee shall be entitled to one (1) personal day each year with pay to conduct personal business; and such request for a personal day shall be given in writing at least one (1) week in advance if possible, and said personal day shall not be cumulative.

ARTICLE XIII

SALARIES AND COMPENSATION

A. All employees agree that at the present time the Library Board assistants for Junior Library Assistants are on a part-time basis. Those employees who were paid on an hourly basis during the year 1983, effective January 1, 1984 shall be paid at the rate of Six Dollars and Sixteen One Cents (~~\$~~6.16) per hour, and effective January 1, 1985 shall be paid at the rate of Six Dollars and Forty Six Cents (~~\$~~6.46) per hour.

B. The one employee who was paid during 1983 on an monthly basis (Martha Chiappetts) shall be paid Three Hundred Seventy Seven Dollars and Eighty-Four Cents (~~\$~~377.84) per month effective January 1, 1984 and shall be paid Three Hundred Ninety Five Dollars and Forty Four Cents (~~\$~~395.44) per month effective January 1, 1985.

C. All new employees shall receive compensation based upon the following schedule:

First year of employment	-	75% of current hourly rate;
Second year of employment	-	80% of current hourly rate;
Third year of employment	-	85% of current hourly rate;
Fourth year of employment	-	90% of current hourly rate;
Fifth year of employment	-	95% of current hourly rate;
Sixth year of employment	-	100% of current hourly rate.

ARTICLE XIV  
BEREAVEMENT LEAVE

Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as, and limited to, spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

ARTICLE XV

MISCELLANEOUS

A. Dress Code: All employees shall attire themselves in a manner appropriate for employees who are dealing with the public and in that capacity are representatives of the Board.

B. Snow Days: If in the event of accumulation of snow or hazardous driving conditions, the Board shall have the discretion to close the Library.

C. Alarm: The alarm which has been installed in the Library is to maintained and in working condition at all times.

ARTICLE XVI  
PAYROLL DEDUCTIONS

A. Payroll deductions from employee's salaries for dues to the Union shall be made by the Board upon submission by the Union to the Board notification by the employee authorizing the Board to deduct the dues from his pay and to forward same to the Union.

B. As to those employees covered under this Agreement who are not members of the Union and from whom payroll deductions or dues are not made under Paragraph A of this Article, the Board shall deduct from the salaries of such employees a representation fee in lieu of dues in the amount of eighty five (85%) percent of the amount deducted from those employees who are members of the Union and shall forward same to the Union.

ARTICLE XVII

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable of the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.



ARTICLE XIX

TERM

A. This Agreement shall become effective as of January 1, 1984 and shall remain in full force and effect until midnight on December 31, 1985.

B. In the event the parties do not enter into a new Agreement on or before midnight December 31, 1985, then this Agreement shall continue in full force and effect on a month-to-month basis until a new Agreement is executed.

ATTEST:

BOROUGH OF FAIRVIEW

\_\_\_\_\_

By: \_\_\_\_\_, Mayor

FAIRVIEW LIBRARY BOARD

By: \_\_\_\_\_, President

WITNESS:

NEW JERSEY EMPLOYEES LABOR UNION,  
LOCAL # 1, FAIRVIEW LIBRARY BOARD

\_\_\_\_\_

By: \_\_\_\_\_  
ROSE MC LAUGHLIN, President

By: \_\_\_\_\_  
EUNICE CAUFIELD