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A G R E E M E N T

between

THE BOARD OF TRUSTEES OF
THE CLARK PUBLIC LIBRARY

Board of Trustees

and

UNION COUNCIL NO. 8,

N. J. CIVIL SERVICE ASSOCIATION

1985-1986

4 January 1, 1985 - December 31, 1986

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A G R E E M E N T

THIS AGREEMENT made this ^{October} 16th day, of ~~July~~, 1986
between the BOARD OF TRUSTEES OF THE CLARK PUBLIC LIBRARY,
hereinafter called the "Employer," and UNION COUNCIL NO. 8,
NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called
the "Association."

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual agreement herein contained, the parties hereto agree with each other in respect to the employees of the Library recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION

In full accordance with Chapter 303, Public Laws, 1972, State of New Jersey; New Jersey Library Laws; New Jersey Civil Service Administrative Code and Emergency Rules adopted by the Public Employment Relations Commission on January 16, 1975, the Board of Trustees of the Clark Public Library hereby recognizes Union Council No. 8, New Jersey Civil Service Association as the exclusive representative for the permanent professional and technical employees of the Clark Public Library of Clark, New Jersey.

ARTICLE II

MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the employer, in accordance with PERC laws or any other state laws which are applicable. All of 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 are specifically provided in this Agreement.

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ARTICLE III

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 the Employer's property during employee assigned working schedule as either the representative of the Association or on behalf of a particular employee, except for the following:

- a. Collective negotiating.
- 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.

ARTICLE IV

WORK SCHEDULES

Section 1.

The regular work week of full time employment shall be 35 hours. Permanent part time employees will work a minimum of 24 hours 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 8 hours in a day or more than 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).

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

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 Free Public Library of Clark, New Jersey.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning this agreement with respect to wages, hours or work or conditions of employment.

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 submit, within 15 days of the occurrence, his grievance in writing to the Library Director. A hearing on the grievance shall be held between the Library Director and the aggrieved employee within 10 days of the receipt of the grievance. At such a hearing, the aggrieved member of the Association shall have the right to have an association representative present. The Library Director will render a final decision in writing within 10 days following the hearing.

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 10 days after the hearing of that grievance at Step 1, he may file the grievance and all supporting papers with the Board of Trustees for final disposition.

Step 3. The grievance may be taken to P.E.R.C., if this is considered necessary.

ARTICLE VI

LONGEVITY

Section 1.

In accordance with an agreement signed March 1, 1976:

1. Full time and part time permanent employees hired on or prior to December 31, 1974 are to be included in the longevity program.
2. The effective date for the determination of longevity shall be the employee's initial date of employment with the Library on a basis of 24 hours or more.
3. Longevity will be paid in the amount of \$308.00 a year on the completion of each consecutive five years of service and prorated for the permanent part time employees.
4. Payment will be on the first pay succeeding the employees anniversary date and will be paid and reported as a separate item. It will not be considered as base pay for the determination of.

increases based on a percentage of pay or cost of living increases.

5. Employees not working a full 12 months during any year included in their five years of consecutive employment necessary for longevity requirements will be paid prorated.
6. Employees transferring from part time to full time basis will be prorated on the five years average of hours worked.

ARTICLE VII

VACATIONS

Section 1.

A. The annual vacation leave in terms of working days shall be as follows:

<u>1983 <i>cm</i></u>	<u>1984 <i>cm</i></u>
0 to 1 year	1 Working day for each month
1 to 5 years	12 Working days per year
6 to 10 years	17 Working days per year
11 to 20 years	23 Working days per year
21 years or thereafter	27 Working days per year

B. Additional vacation days after completing the fifth and tenth year of employment shall be computed from the first of January of the sixth and eleventh year of employment for those whose anniversary falls in the first six months of the year and to be credited to the following year for those whose anniversary falls during the last six months of the year.

C. Vacations shall be in and for each calendar year and must be used during that calendar year. No vacation time may accrue to the following year. However, when in any calendar year the annual vacation leave or any part thereof is not granted by the Director by reason of pressure of work, such leave or part thereof not granted shall accumulate to the employee's credit and shall be granted and taken during the succeeding calendar year only.

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

E. 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.

F. 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.

ARTICLE VIII

HOLIDAYS

Section 1.

A. The Library shall be closed for twelve (12) legal holidays during each year following the schedule established by State Law for their observance:

Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veteran's Day
Martin Luther King

B. Other Holidays:

Good Friday
Christmas Day
Thanksgiving Day
New Years Day

C. Permanent or provisional full time employees shall be granted these ¹²twelve holidays with pay. Permanent or provisional part time employees shall be entitled to ¹²twelve holidays with pay, but on a prorated basis. After six (6) months of employment, hourly employees shall be entitled to all holidays on a pro rata basis.

Section 2.

A. If Independence Day, Christmas Day or New Year's Day falls on Sunday, the Library will be closed on the Monday following.

B. 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.

Section 3.

A. If a holiday falls during an employee's vacation or sick leave, he shall receive an additional day off.

ARTICLE IX

SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident or exposure to contagious disease.

Section 2.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. 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. (See Civil Service Rules 4:1-17,18)

Section 3.

Any employee who has been absent on sick leave for a period totalling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employees' periodic or repeated absence from duty for one day or less, in which event, only one medical certificate shall be

required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. (Unless otherwise specified by any change in Civil Service Rules.)

Section 4.

Sick leave is earned in the following manner:

First Year - One working day for each month
from date of appointment to
December 31.

Each Year Thereafter - 15 Working days.

Credited sick leave accrues year after year unlimited.

(See Civil Service Rules, 4:1-17,21)

Section 5. - Unused Sick Leave Distribution

All employees hired before January 1, 1982, shall, upon retirement, receive payment for 40% of all unused sick leave at the rate of pay in effect for the employee at the time of retirement and such payment shall not exceed the sum of \$3,500.00

All employees hired after January 1, 1982, shall receive payment for 100% of unused sick leave upon retirement up to a maximum of \$2,500.00.

ARTICLE X

EMPLOYEE ABSENCES

Section 1. - Notification

If an employee is going to be absent, the Director or the Director's designee shall be notified at least one hour before the employee is scheduled to work. Failure to notify the Director may be cause for disciplinary action.

Section 2. - Death in Family

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of employee's spouse, child, parent or grandparent, brother or sister, grandchild; the child, parent or grandparent, brother or sister of his spouse, or other person who is a member of his household.

Section 3. - Illness in Immediate Family

Subject to the approval of the Director, an employee may be granted time off without loss of pay for a period not to exceed three days within one year in order to nurse a member of his immediate family. Any additional time necessary for this purpose will be charged against the employee's sick leave.

Section 4. - Jury Duty

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

Section 5. - Leave Without Pay

Special leave without pay for permanent employees may be granted by the Employer for periods up to six (6) months for good and sufficient reasons. Application for same shall be submitted to the Board by the employee through the Director.

Section 6. - Personal Leave Day

A. Employees are entitled to two (2) days of leave with pay each year. Requests for leave shall be made one week (when possible) in advance of the requested date to the Library Director. Leave shall be granted on approval of the Director. After six (6) months of employment, hourly employees shall be entitled to two (2) personal days on a pro rata basis.

B. The leave day must be used in a one year period and shall not be cumulative year to year. Leave days requested at the beginning or end of a vacation will not be granted, except under extraordinary circumstances.

ARTICLE XI

FRINGE BENEFITS

Section 1.

A. Pensions: Any employee earning \$500.00 a year is required to enroll in the Public Employees Retirement System. This regulation applies to permanent full time employees and permanent part time employees. A temporary employee is not required or permitted to enroll.

B. Contributions: How much the employee contributes to his pension each pay period is determined by PERS. The Library Board matches the employee's contribution.

C. Insurance: PERS has a built-in, non-contributory insurance provision for each member equal to 1½ times the employee's additional insurance at a cost of .60% of his annual salary. The face value of such insurance is the amount of annual salary. After the first year, this additional insurance is optional.

D. Hospital Insurance: Coverage consists of Blue Cross/Blue Shield, Prescription for employee and his dependents.

Major Medical and Other Insurances:

1. Additional coverage for medical expenses beyond Blue Cross (up to \$10,000) for the employee and his dependents.
2. Group Life Insurance of \$10,000 for each employee. *(Sup. 23/1/00)*

D. Hospital Insurance (Continued)

3. Group Accident Policy of \$10,000 for each employee

4. ^{Disability} Weekly Indemnity in accordance with Clark Township's current program for its white collar employees, which shall not be changed during this Agreement. This program provides for weekly payment after sick leave is used.

E. The Dental Plan currently provided shall continue in effect at the expense of the Employer.

Section 2.

Permanent and provisional part time employees working a minimum of 24 hours a week will receive, if they so elect, any and all medical benefits provided to other employees in this unit.

Section 3. - Benefits to Retired Members

Effective commencing 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.

2. ARTICLE XI FRINGE BENEFITS - Add new section as follows:

*Contract signed
2/10/83*

Section 4

Effective January 1, 1988, permanent and provisional part-time employees working less than 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 XII

RETENTION OF EXISTING BENEFITS

Section 1.

All existing rights, privileges, and benefits shall be maintained and continued by the Employer during the term of this agreement.

Section 2.

The Personal Policy currently in effect shall continue to be applicable except as otherwise provided herein.

ARTICLE XIII

SAVINGS CLAUSE

Section 1.

In the event that any Federal or State legislation, governmental regulation or court decision shall 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 XIV

SALARIES

Section 1.

Effective January 1, 1985, all employees shall receive a 4% salary increase, to be applied to the member's base rate of pay as of December 31, 1984; effective July 1, 1985, each employee shall receive an additional 4% increase to be applied to the member's base rate of pay on June 30, 1985.

Effective on January 1, 1986, each employee shall receive a 3½% salary increase applied to the employee's base rate of pay as of December 31, 1985; effective July 1, 1986, an additional 3½% increase shall be applied to the employee's base rate of pay on June 30, 1986.

3. ARTICLE XIV SALARIES - Delete Section 1 and substitute the following:

Section 1

Effective January 1, 1987, all employees shall receive a 6½% salary increase to be applied to the employee's base rate of pay as of December 31, 1986.

Effective January 1, 1988, all employees shall receive a 6½% salary increase to be applied to the employee's base rate of pay as of December 31, 1987.

Effective January 1, 1989, all employees shall receive a 7% salary increase to be applied to the employee's base rate of pay as of December 31, 1988.

MEMORANDUM OF AGREEMENT BETWEEN BOARD OF TRUSTEES, CLARK PUBLIC LIBRARY AND
UNION COUNCIL NO. 8., N.J. CIVIL SERVICE ASSOCIATION

Section 2

Effective January 1, 1988, all Senior Library Assistants and Junior Library Assistants working less than 24 hours per week shall receive a salary increase of 30 cents per hour to be applied to the employee's base rate of pay as of January 1, 1988.

ARTICLE XV

DURATION

Section 1.

This agreement shall be in effect from January 1, 1985 through December 31, 1986 with the exception of salaries to be negotiated annually.

If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will be automatically renewed.

4.ARTICLE XV DURATION - Delete Section 1 and substitute the following:

Section 1

This agreement shall be in effect from January 1, 1987 through December 31, 1989. . .
If either party desires to change this agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will be automatically renewed.

ARTICLE XVI

AGENCY SHOP

Section 1.

The provisions of the so-called Fair Share Bill (A688) will apply to the members of the Association at a level of seventy-five (75%) percent of Association dues.

ARTICLE XVII

CLOSINGS FOR INCLEMENT WEATHER OR OTHER REASONS

Section 1.

If the Library is closed as a result of the decision of the Board of Trustees or the Director, all hourly employees shall be permitted to make up the time lost by working during other regularly scheduled Library hours. If employees are working during the time when the Library is closed (for inclement weather or for other reasons), those employees shall be paid for a minimum of two (2) hours.

5. Add new ARTICLE XVIII STEP GUIDE

Section 1

Effective January 1, 1987, a step guide shall be in effect for all full-time employees working 35 hours per week. Each such employee shall receive a salary increment of \$500 per year on each of the following dates - January 1, 1987, January 1, 1988 and January 1, 1989. The salary increment shall be added to the employee's base rate of pay on the aforementioned dates. This step guide shall be effective only for the duration of this contract.

CLARK PUBLIC LIBRARY



303 WESTFIELD AVENUE
CLARK, NEW JERSEY 07066
(201) 388-5999

MEMORANDUM OF AGREEMENT BETWEEN BOARD OF TRUSTEES, CLARK PUBLIC LIBRARY AND UNION COUNCIL NO. 8, N.J. CIVIL SERVICE ASSOCIATION

IT IS HEREBY agreed by and between the Board of Trustees, Clark Public Library, hereinafter called the Employer and Union Council No. 8, NJCSA, hereinafter called the Association as follows:

1. Any and all existing written agreements, in particular the Agreement 1985-1986 between the Employer and the Association dated October 16, 1986 shall be extended up to and including December 31, 1989 except that they shall be modified as set forth herein and that this memorandum shall be added as an appendix to the Agreement dated October 16, 1986.

2. ARTICLE XI FRINGE BENEFITS - Add new section as follows:

Section 4

Effective January 1, 1988, permanent and provisional part-time employees working less than 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.

3. ARTICLE XIV SALARIES - Delete Section 1 and substitute the following:

Section 1

Effective January 1, 1987, all employees shall receive a 6½% salary increase to be applied to the employee's base rate of pay as of December 31, 1986.

Effective January 1, 1988, all employees shall receive a 6½% salary increase to be applied to the employee's base rate of pay as of December 31, 1987.

Effective January 1, 1989, all employees shall receive a 7% salary increase to be applied to the employee's base rate of pay as of December 31, 1988.

UNION COUNCIL NO. 8., N.J. CIVIL SERVICE ASSOCIATION

Section 2

Effective January 1, 1988, all Senior Library Assistants and Junior Library Assistants working less than 24 hours per week shall receive a salary increase of 30 cents per hour to be applied to the employee's base rate of pay as of January 1, 1988.

4. ARTICLE XV DURATION - Delete Section 1 and substitute the following:

Section 1

This agreement shall be in effect from January 1, 1987 through December 31, 1989. If either party desires to change this agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will be automatically renewed.

5. Add new ARTICLE XVIII STEP GUIDE

Section 1

Effective January 1, 1987, a step guide shall be in effect for all full-time employees working 35 hours per week. Each such employee shall receive a salary increment of \$500 per year on each of the following dates - January 1, 1987, January 1, 1988 and January 1, 1989. The salary increment shall be added to the employee's base rate of pay on the aforementioned dates. This step guide shall be effective only for the duration of this contract.

MEMORANDUM OF AGREEMENT BETWEEN BOARD OF TRUSTEES, CLARK PUBLIC LIBRARY AND

UNION COUNCIL NO. 8., N.J. CIVIL SERVICE ASSOCIATION

IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers on this 16 day of February, 1988.

Witnesseth:

BOARD OF TRUSTEES,
CLARK PUBLIC LIBRARY

BY:

Sandra K. Jura

BY:

Charles J. M. Huley

BY:

Paulina

UNION COUNCIL NO. 8
NEW JERSEY CIVIL
SERVICE ASSOCIATION

Witnesseth:

BY:

Marina Nardo

BY:

David Gray

BY:

Virginia Sturabis

BY:

Geraldine Budick

BY:

Patricia Clarke

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20-02

~~XX~~ MEMORANDUM OF AGREEMENT BETWEEN BOARD OF TRUSTEES, CLARK PUBLIC LIBRARY AND UNION COUNCIL NO.8., N.J. CIVIL SERVICE ASSOCIATION

IT IS HEREBY agreed by and between the Board of Trustees, Clark Public Library, hereinafter called the Employer and Union Council No. 8, NJCSA, hereinafter called the Association as follows:

1. Any and all existing written agreements, in particular the Agreement 1985-1986 between the Employer and the Association dated October 17, 1986 shall be extended up to and including December 31, 1989 except that they shall be modified as set forth herein and that this memorandum shall be added as an appendix to the Agreement dated October 17, 1986.

2. ARTICLE XI FRINGE BENEFITS-Add new section as follows:

Section 4

Effective January 1, 1988, permanent and provisional part-time employees working less than 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.

X January 1, 1987 - December 31, 1989

3. ARTICLE XIV SALARIES-Delete Section 1 and substitute the following:

Section 1

Effective January 1, 1987, all employees shall receive a 6 1/2% salary increase to be applied to the employee's base rate of pay as of December 31, 1986.

Effective January 1, 1988, all employees shall receive a 6 1/2% salary increase to be applied to the employee's base rate of pay as of December 31, 1987.

Effective January 1, 1989, all employees shall receive a 7% salary increase to be applied to the employee's base rate of pay as of December 31, 1988.

Section 2

Effective January 1, 1988, all Senior Library Assistants and Junior Library Assistants working less than 24 hours per week shall receive a salary increase of 30 cents per hour to be applied to the employee's base rate of pay as of January 1, 1988.

4. ARTICLE XV DURATION-Delete Section 1 and substitute the following:

Section 1

This agreement shall be in effect from January 1, 1987 through December 31, 1989.

If either party desires to change this agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will be automatically renewed.

5. Add new ARTICLE XVIII STEP GUIDE

Section 1

Effective January 1, 1987, a step guide shall be in effect for all full-time employees working 35 hours per week. Each such employee shall receive a salary increment of \$500 per year on each of the following dates-January 1, 1987, January 1, 1988, and January 1, 1989. The salary increment shall be added to the employee's base rate of pay on the aforementioned dates. This step guide shall be effective only for the duration of this contract.

IN WITNESS WHEREOF, the parties have caused same to be executed by
its respective officers or agents on this day of
1988.

Witnesseth:

BOARD OF TRUSTEES,
CLARK PUBLIC LIBRARY

BY:

BY:

BY:

UNION COUNCIL NO. 8,
NEW JERSEY CIVIL
SERVICE ASSOCIATION

Witnesseth:

BY:

BY:

BY:

BY:

BY: