

2290

CONTRACT

AGREEMENT

Between

MILLBURN FREE PUBLIC LIBRARY
(Millburn, New Jersey)

AND

COMMUNICATIONS WORKERS OF AMERICA
(AFL-CIO)

CWA LOCAL 1031

Effective January 1, 1994 through December 31, 1996

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PREAMBLE

THIS AGREEMENT, entered into this 4th day of May 1994, by and between the TOWNSHIP OF MILLBURN FREE PUBLIC LIBRARY (hereinafter called the "Library") and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union"), represents the complete and final understanding by the parties on all bargainable issues.

ARTICLE 1 RECOGNITION

The Library hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and all other mandatory conditions of employment for all full-time and regularly employed part-time professional and non-professional, non-supervisory employees employed by the Millburn Public Library, excluding managerial executives, police, casual employees, confidential employees, employees currently represented by other employee organizations, seasonal employees and supervisory employees.

ARTICLE 2 CIVIL SERVICE LAW AND REGULATIONS

All matters of employment which are regulated by Civil Service Law and Regulations shall control, such as, seniority, hiring, classification, eligibility and appointment to promotions, provisional and temporary appointments, assignments and transfers, separations and demotions, leaves of absence and discipline and discharge. No term(s) of this Agreement shall be in conflict with applicable Civil Service Laws and Regulations or any other law or regulation applicable to these employees.

ARTICLE 3 NON-DISCRIMINATION

A. Neither the Library nor the Union shall discriminate against any employee because of such employee's race, color, religion, age, sex or national origin.

B. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting, any labor organization.

C. The Library shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

D. All references to employees in this Agreement designate both

sexes and whenever the male gender is used, it shall be construed to include male and female employees and the use of the plural or singular number is intended to include the appropriate number as this contract may require.

ARTICLE 4
UNION RIGHTS

A. Dues Check-Off

The Library agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction, in a form acceptable to the Library, during each calendar month, the amount of monthly Union dues. Dues shall be in the amount certified to the Library by the Union at least thirty(30) days prior to the month in which the deduction for Union dues is to be made.

Deduction of Union dues made pursuant hereto shall be remitted by the Library to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW, Washington, DC 20001-2797, by the fifteenth(15) day of the month following the calendar month in which such deductions are made together with a list of employees and the rate of pay from which such deductions were made.

B. Bulletin Boards

A bulletin board of a size and type as agreed upon by the Union and the Library shall be made available by the Library to be located in the employee lounge, for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Library may remove from the bulletin board any material which does not conform with the intent of the above provision of this Article. Union notices may not be posted anywhere else in the Library but on this bulletin board.

C. Union Release Time:

1) The Library agrees to provide leaves of absence with pay for three designees of the Union to participate in Union Activities. A pool of seven (7) days of such leave may be used during each year of this agreement to be used in a minimum of half-day increments.

2) This leave is to be used for participation in meetings, training programs, and conventions deemed necessary by the Union.

3) Requests for such leave will be made by the Union on behalf of the designees at least seven (7) days prior to the requested date. Such requests will not be unreasonably

denied.

4) Members of the Union who are elected by the Union to negotiate with Management shall be granted time off with pay when negotiating with management during the employee's normally scheduled hours. Employees shall not be compensated for time spent negotiating with Management when they are not scheduled to work.

ARTICLE 5 GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure shall be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with any appropriate member of the Library administration. If such discussion involves a matter covered by the definition of a grievance in Section B.1(a), the Union shall be advised of the resolution of this issue.

3. The procedure contained herein constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, subject to any limitations provided herein.

B. Definitions

1. The term "grievance" shall mean an allegation that there has been:

- a. A violation, misinterpretation, or misapplication of the specific terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance;" or
- b. Inequitable, improper, unjust application or misinterpretation of rules and regulations, existing policy, or orders applicable to the Library, which do not constitute a violation of the specific terms of this Agreement, which shall be processed up to and including the Library Director and shall hereinafter be referred to as "non-contractual grievances."

2. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union itself.

C. Presentation of a Grievance

The Library agrees that in the presentation of a grievance, the grievant and/or a Union representative who is an employee of the Library shall not suffer a loss of pay for the time spent in presenting the grievance, provided the Library or its designee, mutually agree with the Union to conduct the presentation during the regular working hours.

D. Grievance Procedure

Step One: The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within fifteen(15) working days of its occurrence to the appropriate immediate supervisor. Failure to act within this said fifteen(15) working day period shall be deemed an abandonment and waiver of the grievance. The immediate supervisor, in his/her discretion, may schedule a hearing to take place within ten(10) working days of receipt of the grievance and shall render a decision to the grievant within ten(10) working days of the hearing, if such a hearing was held, or within ten(10) working days at the receipt of the grievance. If the parties mutually agree, Step One of this procedure may be waived.

Step Two: If the grievance is not resolved through Step One, the same shall be presented in writing by the employee and/or the employee's Union representative to the Library Director, or his/her designee, within ten(10) working days of the written response from Step One. The Library Director or his/her designee may, in his/her discretion, hold a hearing within ten(10) working days of receipt of the grievance and shall render a decision within five(5) working days from the hearing or, if no hearing has been held, within five(5) working days from receipt of the grievance.

Step Three:

1. Non-Contractual Grievances

In the case of a non-contractual grievance as defined herein, the decision of the Library Director, or his/her designee shall be final and binding on all parties.

2. Contractual Grievances

a. In the case of a contractual grievance as defined herein, if no settlement of that grievance has been reached between the parties, the grievance may be moved to arbitration within thirty(30) days of receipt of the Step Two decision. However, only the Union shall take a grievance to arbitration.

b. (1) Any unresolved contractual grievance as defined above, expected matters involving appointment, discipline or discharge, promotion, assignment, matters involving non-permanent employees and matters within the exclusive province of Civil Service, may be appealed to arbitration by the Union. The Union must file the request for arbitration within thirty(30) days of receipt of the Step Two determination.

(2) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final and binding as to the interests of the grievant and the Union.

(3) Where the grievance involves an alleged violation of individual rights specified in Civil Service Statutes and Regulations for which a specific avenue of appeal to Civil Service is available, the individual may present his/her complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and shall constitute an absolute waiver of the procedure not selected. The election shall be made in writing within fifteen(15) working days from the occurrence of the grievance.

c. Should the Union wish to move a grievance to arbitration, it shall notify the Library Director, or his/her designee, and the Public Employment Relations Commission or the same and shall request a list of Arbitrators, which shall be furnished to both the Library and the Union. Selection of an Arbitrator shall conform to the procedures of PERC. The parties shall exchange, at least ten(10) working days prior to the date of the arbitration hearing, the issues to be submitted to the Arbitrator and shall attempt to stipulated the facts of the matter in an effort to expedite the arbitration hearing.

d. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such laws, rules and regulations of the Civil Service Commission and the State of New Jersey as may be in effect. Subject to the limitations of this grievance procedure, the Arbitrator shall have the full power to hear the grievances and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and any specific provision thereof. The decision of the Arbitrator shall be rendered within thirty(30) days of the arbitration hearing.

e. The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of the Agreement and shall

confine his decision solely to the interpretation and application of that Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination. The Arbitrator shall have no authority to rule on matters which have been declared non-arbitrable by the Public Employment Relations Commission or the courts of this state, and shall follow and apply all relevant Civil Service Laws and Regulations to his decision.

f. The costs of the Arbitrator and his expenses shall be borne equally by the Library and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

g. The costs of a transcript, if any, shall be borne by the party requesting it. If both parties request a transcript, the cost of the same shall be shared equally.

h. The Arbitrator may prescribe an appropriate back pay remedy if he finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Library's authority. The Arbitrator shall not have the authority to prescribe a monetary award as a penalty for violating this Agreement.

i. The decision or award of the Arbitrator shall be final and binding on the Library, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

j. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.

E. There shall be no loss of pay by an employee for time spent either as a grievant, or Union representative in any step of the grievance procedure, provided it is mutually agreed by the parties that the arbitration or grievance hearing would be conducted during regular working hours.

F. Employee grievances shall be presented on forms prepared by the Library, which shall require a brief narrative of the grievance, including the date of the occurrence complained of and, if applicable, the specific contractual provision alleged to have been violated. The grievance procedure as defined herein shall be strictly adhered to and the time limits contained herein may be waived only by mutual consent of the parties. It is understood a Union representative must sign all grievances.

G. Grievance resolutions or determinations at Step One and Two of this grievance procedure shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect has been entered into by the authorized representatives of both parties. This paragraph shall not be construed as limiting the right of either party to introduce relevant evidence, and including such grievance resolutions and determinations, as to the prior conduct of the other party.

H. Failure to act within the specified time limits contained in this article shall constitute an abandonment and a waiver of the grievance by the grievant and the Union. Failure to respond by the Library Director or his/her designee shall constitute a denial of the grievance, permitting the Union to proceed to the next step of the grievance procedure, if available.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

The Labor-Management Committee shall consist of the Library Director, member of the Library Board of Trustees and representative of one member of the professional group, and one member of the clerical staff.

The purpose of the Committee is to review areas of possible conflict and seek remedial action to resolve the possible conflict to the mutual benefit of labor and management.

The Committee may meet quarterly on a mutually agreeable date.

Employees of the Library will not suffer a loss in pay for the time they are in attendance at meetings of this Committee.

ARTICLE 7 PERSONNEL FILES

Personnel records shall be maintained for each Library employee. These records shall include: date of appointments and promotions, job titles, salaries, commendations, disciplinary actions, performance evaluations, and leaves.

An employee or shop steward who has been given written authorization by an employee, may examine and duplicate any material in his/her personnel folder.

Material shall not be placed in this file that has not been copies to the affected employee.

All records of disciplinary action shall be removed from the employees personnel file (1) year from date of incidence, providing that no further similar incidents occur within that time period.

ARTICLE 8
HOURS OF WORK AND OVERTIME

A. Hours of Work

Consistent with current practice, the workweek of all full-time employees shall be thirty-five (35) hours per week.

B. Rest Breaks

Each employee herein represented shall be entitled to two (2) fifteen (15) minute rest breaks during the full working day; one (1) taken in the morning and one (1) in the afternoon or afternoon and evening, at a time designated, specified and approved by the immediate supervisor. Unused rest break time shall not be credited or accumulated.

C. Overtime

All employees required to work past their normal working hours will be given compensatory time off, on an hour for hour basis for each hour or fractional part thereof, of overtime worked.

ARTICLE 9
INCLEMENT WEATHER PROCEDURES

The Library Director will ascertain from Town Hall if they are contemplating closing. Upon receipt of this information, the Library Director will make a decision as to whether or not the Library will remain open.

If the Library Director is not available, the Head of Technical Services Department, the Head of the Children's Department, or the Head of the Reference Department will render the decision after notifying the President of the Board of Trustees.

ARTICLE 10
HEALTH AND SAFETY

A. The Library agrees to provide a healthful and safe working environment and shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

B. The Union, preferably with six (6) days prior notification to the Library Director, has the right to bring up a matter of health and safety at a Board meeting. If such a matter is brought to the Board's attention, the Board will take it under consideration and respond in a timely manner.

C. No employee shall be discharged or otherwise disciplined nor in any manner discriminated against for filing any complaint or

instituting or causing to be instituted any proceeding under or related to occupational safety and health or for testifying in any such proceeding or because of the exercise by such employees on behalf of him/herself or others of any right afforded under PEOSHA.

ARTICLE 11
SALARIES

A. Attachment A lists the salary scales for 1994, 1995, and 1996 which include the following wage increase:

Retroactive to January 1, 1994, (or his/her date of hire in 1994, if an individual is a "new employee," every employee will receive a 4.5% across-the-board salary increase.

Effective January 1, 1995, every employee will receive a 4% across-the-board salary increase.

Effective January 1, 1996, every employee will receive a 4% across-the-board salary increase.

B. Salary increases will continue to be effective on the employee's anniversary date, for all employees who are not at the maximum wage for their job classification.

ARTICLE 12
LONGEVITY

Each permanent full-time employee covered by this Agreement shall receive, in addition to his salary as determined above, a longevity increment as follows:

Years of Service

Less than 5	0% of base salary
6 through 10	2% of base salary
11 through 15	4% of base salary
16 through 20	6% of base salary
21 through 25	8% of base salary
More than 25 years	10% of base salary

Longevity shall be pro-rated for permanent part-time employees.

ARTICLE 13
DENTAL AND HEALTH BENEFITS

A. No changes will be made that would reduce or diminish the Health, Prescription and Dental Benefits that the employees currently receive. Effective January 1, 1994, active permanently employed Library employees and officially retired Library employees will receive the same level of benefits as those received by active permanently employed Millburn Town Hall employees and officially retired Town Hall employees. Part-time employees who work an average of 20 or more hours a week will be eligible for Health and Dental Benefits.

B. Effective June 1, 1986, the co-payment for prescription is \$3.00.

C. Vision

1. Effective January 1, 1995, the employer shall provide vision benefits for all eligible employees. Those benefits will be provided on a pro-rated basis to all eligible permanent part-time employees.

2. Effective January 1, 1995, up to a maximum of \$150 will be reimbursed to each permanent employee upon receipt of a paid bill or bills from an ophthalmologist or optometrist of his/her choice during the period in which this contract is in force. This benefit will apply only to the employee, not to family members. It is also limited to the examination for and the cost of regular prescription lenses, bifocal lenses, or other more complex prescriptions. Proper documentation and submission of receipts are required of the employee in order to receive payment(s).

ARTICLE 14
HOLIDAYS

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

- | | |
|----------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Veterans' Day |
| 4. Washington's Birthday | 11. Election Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

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

- | | |
|--------------------------|---------------------|
| 1. New Year's Day | 5. Independence Day |
| 2. Washington's Birthday | 6. Labor Day |
| 3. Good Friday | 7. Thanksgiving Day |
| 4. Memorial Day | 8. Christmas Day |

Beginning on November 22, 1989 and effective each year after, the Library will close at 5:30pm on Thanksgiving Eve.

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

- | | |
|----------------------------------|------------------|
| 1. Martin Luther King's Birthday | 4. Veterans' Day |
| 2. Lincoln's Birthday | 5. Election Day |
| 3. Columbus Day | |

shall receive one (1) paid compensatory day off or, a day's pay, in addition to the pay for all time worked, at their regularly hourly rate: whichever the employee prefers.

D. When Christmas Eve and New Year's Eve fall on a Monday through Friday, Library employees will work the same number of hours on those days as Millburn's Town Hall employees (allowing, however, for the fact that Town Hall's workday begins at 8:30am and the Library's at 9:30am). In the case of the 24th and 31st falling on Monday through Friday, every effort will be made to notify the Library staff of the operating schedule on or before December 1.

When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, then the Library will be closed on holiday status.

E. 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 15
VACATIONS

A. Vacations will be granted for all full-time professional librarians in accordance with the following schedule:

22 working days after first year of service

B. For all other full-time employees of the Library, vacations will be granted in accordance with the following schedule:

First year of service	1.25 days per month for each completed month of service for the remainder of the calendar year; thereafter;
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First & second full years	fifteen (15) working days
Third & fourth full years	eighteen (18) working days
Fifth through sixteenth years	twenty-two (22) working days

C. Employees who elect not to use all of their vacation will be allowed to accumulate such unused vacation time for use in the following year only, provided it is not taken in conjunction with or connected to the subsequent year's vacation.

D. Part-time employees who are regularly employed are to be provided a pro-rated vacation benefit on the basis of thirty-five (35) hours per week.

ARTICLE 16 PERSONAL LEAVE

All full-time employees covered under this Agreement shall be entitled to three (3) days a year leave of absence with pay for personal business. Personal days shall be pro-rated for permanent part-time employees.

Newly hired full-time employees shall not be entitled to a personal day until the completion of a full year's service.

Personal days shall not be taken in conjunction with vacation or sick leave. Requests for personal leave must be approved by the Library Director at least forty-eight (48) hours in advance. The Library Director may waive the forty-eight (48) hours advance notice in emergency situations. Personal days may be taken in half-day leaves; but must be used during the calendar year in which earned, and are not accruable.

In addition to the personal days referenced above in this article, staff members who wish to take up to two (2) hours on a particular day for personal reasons can do so by notifying their intent to do so at least 48 hours in advance to the Library Director's office.

This time can then be made up within the next five (5) working days in at least thirty minute intervals.

The Library reserves the right not to approve this time if it would interfere with the normal working of the Library.

ARTICLE 17
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.

B. On the Job Injury

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.

C. 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. Permanent part-time employee shall receive sick leave on a pro-rated basis.

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.

D. Reporting of Absence on Sick Leave

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

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

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

E. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable evidence substantiating the illness.

(a) An employee who has been absent on sick leave for a period totalling more than fifteen (15) days in one (1) calendar year, consisting of periods of less than five (5) days, shall have his or her sick leave record reviewed by the respective library authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing absences of one (1) day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months.

(b) The Library authorities may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. 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 Library may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Library by a physician designated by the Library. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

F. Sick Leave Incentive Plan

1. Effective January 1, 1995, if an employee has any accumulated sick days in excess of twenty-five (25) days remaining as of December 31, the following year that employee has the option of selling up to ten (10) of the unused days to the Library at 50% of the employee's normal daily rate of pay. There shall be no limit to the amount of sick time that can be accrued.

2. Effective January 1, 1995, upon separation, including retirement, employees shall receive payment for fifty (50%) of all remaining accrued sick time.

G. Disability

In the event that the Township of Millburn elects to extend

disability coverage to Town hall employees, the Library will immediately notify Local 1031, AFL-CIO, Communications Workers of America, to set a schedule for negotiating the inclusion of that benefit into the contract between the Library and its employees.

ARTICLE 18
BEREAVEMENT LEAVE

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, stepchild, mother, father, brother, sister, mother-in-law, father-in-law or grandparents of the employee.

ARTICLE 19
UNPAID LEAVES OF ABSENCE

1. Unpaid leaves of absence, including unpaid leaves of absence for maternity reasons will be provided in accordance with N.J.A.C. 4A:6-1.1 through 4A:6-1.20. All requests for unpaid leaves of absence shall not be unreasonably withheld by the Library.

2. FAMILY & MEDICAL LEAVE

A. Nothing in this agreement shall diminish any rights otherwise available to an eligible employee under the Family and Medical Leave Act of 1993 (FMLA) or the New Jersey Family Leave Act (NJFLA).

B. An employee may elect to substitute any accrued paid sick or medical leave available under this agreement for all or any portion of an absence which qualifies as an FMLA or NJFLA leave. The employer may not require any substitution of paid leave for unpaid FMLA or NJFLA leave without the employee's consent.

C. Under the FMLA, employees are permitted to take up to 12 weeks of unpaid leave during a twelve month period that shall commence on January 1st of each calendar year.

D. An employee may voluntarily take FMLA and/or NJFLA to care for a newborn child or because of the placement of a child for adoption or foster care on an intermittent or reduced schedule basis, so long as the employer is notified at least 15 calendar days in advance of the leave request of the employee's intentions. The definitions of "intermittent leave" and "reduced leave" shall conform to applicable FMLA regulations. Furthermore, it is understood that a husband and wife, working for the same employer

my each take up to 12 months of FMLA or NJFLA leave in connection with a new baby.

E. Any violation of the Family & Medical Leave Act or the New Jersey Family Leave Act shall be subject to the grievance and arbitration provisions of this Agreement. An arbitrator may grant any remedies provided for in those laws, as well as any remedies otherwise applicable to any other violation of this Agreement, in the event a finding is made that those laws have been violated.

ARTICLE 20
MANAGEMENT RIGHTS

The Library reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

- (a) to direct employees of the Library;
- (b) to hire, promote, transfer, assign and retain employees in positions in the Library, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to utilize volunteer employees, whenever available, to carry out the operations of the Library;
- (d) to relieve employees from duty because of lack of work or other legitimate reasons;
- (e) to maintain efficiency of the Library operations entrusted to them;
- (f) to determine the methods, means and personnel by which such operations are to be conducted, including the hours of the day and the days of the week during which the Library shall conduct operations; and
- (g) to take whatever actions may be necessary to carry out the mission of the Library in situations of emergency.

ARTICLE 21
EVALUATIONS

A. The Library will evaluate the performance of each employee a minimum of once each calendar year.

B. The Library further agrees to continue discussions with the Union to institute an evaluation procedure during 1994 with appropriate forms and agreed upon language appended to this contract.

ARTICLE 22
PERSONNEL & PROCEDURE MANUAL

A. A Procedure Manual will be prepared and maintained for Library employees.

B. A Personnel Manual similar to the Township of Millburn's Employee Handbook is available for Library employees.

ARTICLE 23
ATTENDANCE AT PROFESSIONAL MEETINGS

Employee attendance at professional meetings shall be governed by the current practice, which provides that attendance at such meetings shall be at the discretion of the Library Director.

ARTICLE 24
PROMOTIONAL APPOINTMENTS

The Library will provide the Union representative with copies of all notices of promotional opportunities, which notices are to be posted on the Union's bulletin board. The Library will also provide the Union representative with copies of all notices of Civil Service examinations which notices are to be posed on the Union's bulletin board.

ARTICLE 25
NO STRIKE CLAUSE

The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in his behalf will cause, condone, authorize or support, nor will any of its members participate in any strike, work stoppage, slow-down, walkout or other job action or work interruption.

ARTICLE 26
SEPARABILITY AND SAVINGS

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any administrative agency or a court of competent jurisdiction, such decision of said agency or court shall only apply to the specific article, section or portion thereof, directly specified in the decision. The remaining portion of this Agreement shall remain unaffected.

ARTICLE 27
DURATION

This Agreement shall become effective on January 1, 1994 and shall remain in full force and effect through December 31, 1996.

For the Union:

Abby Devel-Brown
Susan J. Pika
Harriet Maser

Date: May 4, 1994

For the Library:

Maureen S. Silver
William R. Simon

Date: May 4, 1994

MILLBURN FREE PUBLIC LIBRARY
 1984 PROJECTED SALARY SCALE
 (Increase = 4.5%)

TITLE	MINIMUM 1993	MINIMUM 1984	INCREMENT 1	INCREMENT 2	INCREMENT 3	INCREMENT 4	INCREMENT 5	MAXIMUM 1984
Principal Librarian	40,975	42,819	44,960	47,208	49,668	52,047	54,649	57,381
Senior Librarian	35,399	36,992	38,842	40,784	42,823	44,964	47,212	49,573
Librarian	29,986	31,335	32,902	34,547	36,275	38,088	39,993	41,982
Senior Clerk Bookkeeper	21,795	22,776	23,915	25,110	26,366	27,684	29,066	30,522
Principal Library Assistant	24,551	25,656	26,839	28,286	29,700	31,185	32,744	34,381
Senior Library Assistant	21,776	22,756	23,894	25,088	26,343	27,660	29,043	30,495
Library Assistant	18,248	19,069	20,023	21,024	22,075	23,179	24,338	25,554

MILLBURN FREE PUBLIC LIBRARY
1993 PROJECTED SALARY SCALE
(Increase = 4.0%)

TITLE	MINIMUM 1993	MINIMUM 1995	INCREMENT 1	INCREMENT 2	INCREMENT 3	INCREMENT 4	INCREMENT 5	INCREMENT 6	INCREMENT 7	MAXIMUM 1995
Principal Librarian	40,075	40,392	42,411	44,532	46,758	49,098	51,551	54,129	56,835	59,677
Senior Librarian	35,399	34,895	36,640	38,472	40,395	42,415	44,538	46,763	49,101	51,556
Librarian	29,886	29,559	31,037	32,588	34,218	35,929	37,725	39,611	41,592	43,672
Senior Clerk Bookkeeper	21,795	21,485	22,559	23,687	24,871	26,115	27,421	28,792	30,231	31,749
Principal Library Assistant	24,551	24,202	25,412	26,682	28,018	29,417	30,888	32,432	34,054	35,757
Senior Library Assistant	21,776	21,466	22,539	23,686	24,950	26,302	27,737	28,766	30,205	31,715
Library Assistant	19,248	17,988	18,887	19,832	20,823	21,865	22,958	24,108	25,311	26,578

'1994 minimum plus 4.0% increase
'Increments 2-7" and "Maximum 1995"
apply to staff members currently
employed by the Library or individuals
hired between now and December 31, 1994.
'Minimum 1995" and "Increment 1" apply
to new hires on or after January 1, 1995.

WILBURN FREE PUBLIC LIBRARY
1988 PROJECTED SALARY SCALE
 (Increase = 4.0%)

TITLE	MINIMUM	MINIMUM	INCREMENT	INCREMENT	INCREMENT	INCREMENT	INCREMENT	INCREMENT	INCREMENT	INCREMENT	INCREMENT	MAXIMUM
	1985	1986	1	2	3	4	5	6	7	1988		
Principal Librarian	40,392	42,008	44,108	46,313	48,629	51,061	53,614	56,294	59,109	62,064		
Senior Librarian	34,895	36,291	38,105	40,011	42,011	44,112	46,317	48,633	51,065	53,618		
Librarian	29,559	30,741	32,278	33,882	35,567	37,368	39,235	41,196	43,256	45,419		
Senior Clerk Bookkeeper	21,485	22,344	23,462	24,635	25,866	27,160	28,518	29,944	31,441	33,013		
Principal Library Assistant	24,202	25,170	26,429	27,750	29,138	30,594	32,124	33,730	35,417	37,188		
Senior Library Assistant	21,468	22,325	23,441	24,613	25,844	27,136	28,493	29,917	31,413	32,984		
Library Assistant	17,988	18,708	19,643	20,625	21,656	22,739	23,876	25,070	26,323	27,640		