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AGREEMENT

Between

THE CUMBERLAND COUNTY LIBRARY COMMISSION  
CUMBERLAND COUNTY, NEW JERSEY

And

DISTRICT 65, UNITED AUTO WORKERS OF AMERICA

JANUARY 1, 1980 THROUGH DECEMBER 31, 1982

X

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## ARTICLE I

### PREAMBLE

This agreement entered into by the Cumberland County Library Commission, Cumberland County, New Jersey, hereinafter referred to as the "Employer" and District 65, United Auto Workers of America, 13 Astor Place, N.Y., N.Y. and 157 N. Delsea Drive, Vineland, New Jersey, hereinafter referred to as the "Union", has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE II

### RECOGNITION

The Employer recognizes the Union as the designated representative for the purpose of collective negotiations according to law for all full-time and regularly scheduled or permanent part-time employees as per Schedule "A" attached. Also, all new titles which are appropriate to this designated representation, will be included under this contract as they are established by the Employer. Excluded are all other employees including casual or seasonal employees, managerial and/or supervisory employees and confidential employees.

ARTICLE III

MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the Library Commission are retained by it. Management reserves all rights subject to specific limitations of this Agreement it had prior to this Agreement, including but not limited to the right of the Commission to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV

MAINTENANCE OF STANDARDS

With respect to matters not covered by this Agreement, the Commission will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without negotiations with the

Union; provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Commission by the Management Rights Clause of this Agreement.

Employees shall retain all civil rights under the New Jersey State and Federal Law.

#### ARTICLE V

##### EXISTING LAW

All rights, privileges, prerogatives, duties and obligations of parties contained in the New Jersey State Constitution, Title II, Civil Service, of the Revised Statutes of New Jersey, in its present or amended form, shall be continued during the life of this Agreement.

In the event any portion of this Agreement shall be in conflict with or contravene said Constitution, the Revised Statutes of any other law of the State of New Jersey, or United States, that portion shall be null and void, and the remainder of this Agreement shall remain in full force and effect.

#### ARTICLE VI

##### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to

any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE VII

##### HEALTH AND SAFETY

The County shall endeavor to provide conditions of work which are both safe and healthy in conformity with all Federal, State and Local Laws. To that end, a Safety and Health Committee composed of three representatives each from the County and the Union shall be created which shall meet bi-monthly for purposes of reviewing health and safety conditions and making recommendations for their improvement. Such committee shall be responsible for creation of subcommittees to deal with particular problems.

If the Employer is aware of abnormally dangerous safety or health hazards not known to employees the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment and what suggested precautionary steps, if any, should be taken. No employees are expected to perform work which exposes them to abnormally dangerous safety or health hazards.

The County will provide any necessary material, clothing and equipment to do the job safely.

ARTICLE VIII

BULLETIN BOARDS

A Bulletin Board will be made available by the Employer for the use of the Union for the purpose of posting Union announcements. Political or derogatory material shall not be posted.

ARTICLE IX

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.

ARTICLE X

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Employer. The Union agrees that such action would constitute



a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenant and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Article XXIII.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Employer.

#### ARTICLE XI

##### UNION VISITATION

Union representatives may visit the County Library for purposes of administering this Agreement provided they sign in in advance and contact the Library Director or his/her representative. There shall be no undue interference with work.

#### ARTICLE XII

##### OVERTIME

Employees may be required to work in excess of the hours designated as the normal work week for their class title. Any employee who is authorized or required to work beyond forty (40) hours actual work for his class title shall be compensated by cash at one and one-half times the regular pay. All thirty-

five (35) hours a week employees will be paid cash at time and a half for all hours actually worked over thirty-five (35). Instead of overtime, employees may elect to take compensatory time off at the rate of time and one-half if specifically approved by the Library Director. The compensatory time must be taken within thirty (30) days of the accrual. Effective October 4, 1980, holidays not worked shall be treated as time worked for purposes of calculating overtime.

ARTICLE XIII

HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas
Fourth of July	

In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, as Chief Executive of the State of New Jersey, declares a holiday for the State employees, providing an adequate previous notice of such intent is received by the Employer as to allow an orderly arrangement of Library affairs of business; and further, that this holiday be recognized and observed by the Federal Reserve Banking System and Educational

Institutions, or when the Board of Chosen Freeholders of the County of Cumberland declares a holiday for all County employees.

Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on a Sunday shall be celebrated on the following Monday. Employees who work the holiday shall be paid for their regular pay and shall receive a day off within 30 days of the holiday worked. If the Employer prevents the employee from taking a day off within 30 days of the holiday worked, the employee shall receive normal holiday pay instead. In order to receive holiday pay, the employee must have worked the scheduled work day before and after the holiday unless excused by illness supported by a doctors excuse or other justifiable cause.

#### ARTICLE XIV

##### VACATIONS

##### PROFESSIONAL LIBRARIANS (FULL-TIME)

Full-time employees shall receive 22 working days of annual vacation. For less than one full year of service, vacation will be allowed pro rata. Employees who have served on the library staff for more than 20 years shall receive 25 days vacation.

NON-PROFESSIONAL EMPLOYEES (FULL-TIME)

Benefits existing as per the vacation allowance are to be frozen at the 1975 rate.

Additional vacation days will be approved as they are earned according to the vacation schedule of the County Contract for all County employees; i.e., as of the effective date of this Agreement, full-time employees shall be entitled to vacation with pay as follows: For employees with less than one year of service:

One (1) working day for each month of service.

- After completion of 1 year and up to 5 years . . . . . 12 days
- After completion of 5 years and up to 12 years . . . . . 15 days
- After completion of 12 years and up to 20 years . . . . . 20 days
- After completion of 20 years . . . . . 25 days

Except for permanent employees, employees cannot take vacation until after 90 days of employment.

Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Unused vacation time in excess of four (4) days must be approved for carry over by the Library Director.

Employees may take vacations in periods of one-half day increments with the approval of the Library Director. Employees shall sign up for vacation for the calendar year by the end of the first week in January. If there is a conflict in a particular

work area, the senior employee shall have preference. After the end of the sign up period, vacations shall be granted on a first come basis provided work requirements shall be met.

#### ARTICLE XV

#### SICK LEAVE

Sick leave with pay may be utilized by all full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

1. During the remainder of the calendar year in which an employee is first appointed, he/she will accumulate sick leave privileges as earned on the basis of 1 1/4 day per month of service.

2. In each full calendar year thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established County policy. Such leave earned but not utilized shall be accumulative.

Permanent part-time employees will receive credit in proportion to the amount of time worked. Part-time temporary employees or part time provisional employees shall not be entitled to sick leave.

3. In all cases of illness, whether of short or long term the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual

possible reporting time, or other time as required, or necessitated by the circumstances. Failure to so notify the Department Head may be cause of denial of the use of sick leave for that absence and constitute cause of disciplinary action.

4. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness within five (5) days after he returns to work from such illness.

5. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

#### ARTICLE XVI

##### DISABILITY LEAVE: OCCUPATIONAL INJURY

When an employee is incapacitated and unable to work because of any occupational injury or disease, as evidenced by certificate of a County designated physician or other doctor acceptable to the County, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of thirty (30) days or so much thereof as may be required, as evidenced by certificate of the County designated or accepted physician, but not longer than a period of which workmen's compensation payments are allowed.

If at the end of such thirty (30) day period the employee is unable to return to his respective employment, a certificate from the County designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave and vacation accumulated. In the absence of such election only workmen's compensation payments will be paid to the employee after the disability leave period and accumulated sick leave shall not be affected in any manner.

During the thirty (30) day disability leave period in which the full salary or wages of any employee is paid by the County of Cumberland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County of Cumberland by the insurance carrier or the employee.

Whenever the County designated or accepted physician shall report in writing that the employee is fit to resume his or her duties, such employee shall forthwith report for duty.

Furthermore, if any employee, during the period of his disability is fit to perform "other" light duties, the Employer may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a County designated physician or other physician acceptable to the County.

Any employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits while his name remains on the payroll.

ARTICLE XVII

LEAVE OF ABSENCE

A. General Leave

Leaves of absence except as otherwise expanded herein, are to be administered according to the provisions of the New Jersey Administrative Code, Title 4, Department of the Civil Service.

B. Personal Leave

1. All employees covered in the contract shall be granted an annual allowance of three (3) days personal leave with pay.

2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for the day already used in the calendar year of separation.

The employee must notify his supervisor at least forty-eight (48) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement. Such personal day will be granted if there is no undue burden upon work requirements. The Library will make every reasonable effort to grant employees days off requested.



3. Priority in granting such request for personal leave:

- (a) Emergencies
- (b) Observation of religious or other days of celebration
- (c) Employee personal business

4. Personal leave may be taken in conjunction with other types of paid leave.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) days from the date of death to the day of the funeral because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, brother, sister, mother-in-law and father-in-law and members of the family living in the same household with the employee. Proof of death may be required.

D. Leave for attendance at District 65, UAW Convention

District 65, UAW stewards and local officers will be afforded leave with pay up to three (3) days to attend the Annual Convention in accordance with the general County agreement with District 65.

Written notice, from the Union of the authorization of each such delegate to utilize such leave time shall be given to the Employer at least fourteen (14) days in advance of the date of dates of such Convention.

E. Military Service

1. An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of this State at the time of war or emergency pursuant to or in connection with the operation of any system of Selected Service. Employees having only temporary status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

3. Any employee shall be given time off without loss of pay when:

- (a) Performing jury duty
- (b) Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial Body, other than in connection with the performance of his duty as employee.

(c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

4. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification as the then appropriate rate of pay, with no loss of seniority, or other rights, privileges or benefits of employees.

#### ARTICLE XVIII

##### LIFE AND HEALTH INSURANCE

The County will make available and pay all premiums for the Series 750 Program of Blue Shield of New Jersey including the Rider J payment schedule for medical care and surgical services to all employees and their dependents covered in this contract.

The County will also continue to provide at no cost to the employee and their dependents covered in this unit Blue Cross, and Major Medical, Life Insurance (employees only) as before.

When an authorized Leave of Absence Without Pay due to illness or other emergency leave is granted, health and life insurance premiums will be paid by the County for the first thirty (30) days of said leave.

Where an employee is injured on the job, health and life insurance premiums will continue to be paid by the County at its discretion for a period not to exceed one year from the date of injury providing said injury is recognized as eligible for Workmen's Compensation.

The aforementioned insurance and health benefit coverage will become effective ninety (90) days after date of employment.

Effective April 1, 1981, the current 750 Series will be changed to the 1420 series. Effective April 1, 1981, the Basic Blue Cross-Blue Shield Optical Plan shall be provided for all employees and dependents. Effective April 1, 1981, Blue Cross-Blue Shield Basic Dental Plan Plus, Schedule D, \$25 deductible shall be provided for all full-time employees and their dependents. Effective July 1, 1981, employees shall be covered under the disability plan offered by New Jersey to public employees.

#### ARTICLE XIX

##### PRESCRIPTION DRUGS

The Employer shall provide a prescription drug benefit program for all employees covered in this unit and their eligible dependents. The Employer agrees to pay 100% of the premiums for his program.

Each prescription required by competent medical authority for Federal legend drugs shall be subject to a deductible provision to be paid by the employee which shall not exceed \$1.00 per prescription or renewal of such prescription and further subject to specific procedural and

administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card.

#### ARTICLE XX

##### CREDITS FOR EMPLOYEES

A. The Employer agrees to relieve the employees' expense of a Physical Examination when it is required by the Employer.

B. Mileage Allowance for authorized use of personal automobile will be at the rate of seventeen (17) cents a mile. If mileage allowances are increased for other County employees, such increases will be effective for those under this Agreement.

#### ARTICLE XXI

##### RETIREMENT

A permanent employee who enters retirement and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as severance pay, said payment not to exceed \$6,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a mutually agreed time within reason between the retired employee and Employer.

ARTICLE XXII

SENIORITY

A. Seniority once an employee becomes a permanent employee is defined as an employee's total length of continuous service with the Employer, beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by Civil Service. Employees promoted to positions outside this Agreement shall maintain their seniority in prior position for a period of one (1) year.

B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

1. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records.

2. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in accordance with Civil Services Rules and Regulations or in alphabetical order whichever is applicable.

ARTICLE XXIII

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 will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "Grievance" means any complaint, dispute or controversy concerning the interpretation, application or operation of this Agreement. Only one subject matter can be conferred in any one grievance and the article number must be specified on the Grievance Form.

Where the grievance involves an alleged violation of rights and privileges specified in Civil Service Law and Rules for which there is specific appeal to Civil Service, this matter shall be presented to Civil Service directly.

The Employer and the Union agree in conjunction with the Grievance Procedure that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

C. Any grievance, dispute or complaint that might arise between the parties shall be settled as set forth in the following:

Step 1. The grievance shall be taken up with the employee's Administrative Supervisor, in writing within five (5) working days of the occurrence or within five (5) working days, after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Supervisor shall then attempt to adjust the matter and shall respond within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing, by the Union and the employee to the Library Director within five (5) working days following the determination of Step 1. The Library Director shall meet with the Union and/or employee and respond in writing within five (5) working days, after the receipt of the grievance.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union and the employee to the Library Commission in writing within five (5) working days after the response from the Library Director is due. A hearing may be requested before the Library Commission.

The Library Commission will render its decision within ten (10) working days after the next regular Commission meeting.

The Union shall have 30 days after this period to submit the grievance to the American Arbitration Association to be handled in accordance with the normal Rules and Regulations



of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no authority to render an award which goes beyond the provisions of this Agreement. The fees and expenses for the arbitrator shall be shared equally by the parties.

Should employees elect to proceed under this Article they shall not have the right then to proceed on the same grievance within the Civil Service Rules and Regulations. If the employee proceeds under the Civil Service Rules and Regulations he shall have no rights under this Article.

#### ARTICLE XXIV

##### STEWARDS

It is agreed that there shall be one steward representing employees of the Library Commission.

Stewards in administering the collective bargaining agreement shall conduct their business wherever possible on non-working time. When it is necessary to do it on working time, interference with work shall be kept to an absolute minimum. Stewards shall notify and get approval from the Library Director prior to leaving their work and such approval shall not be unreasonably withheld. Stewards shall be allowed up to two hours off per month with pay nine times per year,

if scheduled to work in order to attend meetings which may be scheduled when they are normally working. Stewards shall notify the Library Director of this need at least two weeks in advance.

ARTICLE XXV

CHECKOFF

Upon receipt of written authorization from employees the County shall deduct regular union dues, initiation fees and assessments. If allowable by law, the County shall upon receipt of written authorization from employees deduct contributions as set forth in such authorization to the Martin Luther King Fund. Such checkoff shall not be done prior to January 1, 1981. For employees who have not signed and submitted to the County a written authorization allowing the deduction of regular union dues, initiation fees and assessments, the County shall deduct from the wages of such employees 85% of the union dues, initiation fees and assessments to the extent allowed under New Jersey law. Such deduction shall be made in the last pay day of the month and shall be forwarded to the Union no later than the tenth day of the following month. The normal monthly dues applicable to employees covered under this Agreement as of its effective date is 1 1/4% of the employee's salary.

The Union agrees to indemnify and save the County harmless from any suit or liability arising because of action taken or not taken by the County pursuant to this Article.

ARTICLE XXVI

MISCELLANEOUS

1. Prepective applicants referred by the Union for job openings will be considered on an equal basis with other applicants.

2. Job vacancies shall be posted in accordance with Civil Service Rules and Regulations.

3. The Union shall be notified when layoffs are required in order that there may be discussion concerning the transfer of affected employees to other vacant positions.

4. If it is necessary to subcontract work the Union shall be notified in advance of the subcontract which would result in layoffs in order to discuss the reasons for the subcontracting.

5. The Union shall be notified of employees who are discharged.

6. Employees who are promoted from positions within the bargaining unit to positions outside the bargaining unit shall retain their seniority rights for a period of one year.

7. The Library Director will allow, so far as is reasonably consistent with the needs for operation of the library, employees to alter their schedules so as to allow them to participate in recognized library-science educational courses.

ARTICLE XXVII

TERMINATION

This Agreement shall be effective as of October 15,

1980, and shall remain in full force and effect until the 31st day of December, 1982, and shall be automatically renewed from year to year thereafter unless either party gives at least sixty (60) days written notice to terminate or modify this Agreement. This Agreement shall remain in full force and effect during this period of negotiations and until the new Agreement is formally agreed to.

APPENDIX A

	<u>ANNUAL RATE</u> <u>10/4/80</u>	<u>1/1/81</u>	<u>1/1/82</u>
Senior Librarian	\$10,030.00	\$10,330.00	\$10,730.00
Senior Librarian - Art	10,030.00	10,330.00	10,730.00
Junior Librarian	8,800.00	9,100.00	9,500.00
Library Intern	8,720.00	9,020.00	9,420.00
Supervising Library Assistant	7,556.00	7,856.00	8,256.00
Senior Library Assistant	6,800.00	7,100.00	7,500.00
Senior Library Assistant - Typing	6,800.00	7,100.00	7,500.00
Junior Library Assistant	6,312.00	6,612.00	7,012.00
Junior Library Assistant - Typing	6,312.00	6,612.00	7,012.00
Library Clerk Driver	7,800.00	8,100.00	8,500.00
Senior Offset Machine Operator	7,800.00	8,100.00	8,500.00
Shipping Clerk/Driver	6,856.00	7,156.00	7,556.00
Junior Library Clerk	6,078.00	6,378.00	6,778.00
Library Guard	6,114.00	6,414.00	6,814.00

During 1981 and 1982 employees will receive increments of a \$500.00 increase in their annual rates each year as specified in Appendix B. This shall not change the minimum stated above. In addition, employees on January 1, 1981 will receive a \$500.00 increase in their annual rate, and on January 1, 1982 will receive a \$600.00 increase in their annual rate as specified in Appendix B. These shall not change the minimum stated above. Employees can not get the increase specified in this paragraph on January 1, 1981 and January 1, 1982 and the increase specified in the minimum stated in Appendix A.

APPENDIX B

1. All employees employed as of January 1, 1980 and employed on October 9, 1980 shall receive an equivalent of an \$800.00 per year increase in their base salary retroactive to January 1, paid as follows:

\$800 divided by 26 pay periods times 20 pay periods

2. All employees employed during 1980 and employed as of October 9 shall receive an equivalent of an \$800.00 annual increase in their base salary retroactive to the beginning of the first pay period following their date of employment paid as follows:

\$800 divided by 26 pay periods times the number of pay periods from the beginning of the first pay period after employment until October 3, 1980.

3. Effective October 4, 1980 all starting salaries for all classifications shall be increased by \$800.00 annually.

4. Effective January 1, 1980 all employees shall receive an incremental increase of \$400.00 per year added to their base salary effective the first pay period following their anniversary date. For those with anniversary dates prior to September 21 they shall receive the lump sum retroactive payment as in No. 2 above.

5. Effective January 1, 1981 employees with three full months service shall receive an increase of \$500.00 per year added to their annual salary.

6. Employees whose anniversary dates fall in January, February or March, 1981 shall effective March 31 receive an increment of \$500.00 increase in annual salary. Those whose anniversary dates fall during April, May and June shall receive the \$500.00 increase effective June 30. Those whose anniversary dates fall in July, August and September shall receive their \$500.00 incremental increase on September 30. Those whose anniversary dates fall in October, November and December, 1981 shall receive their increases effective December 31, 1981.
7. During 1982 employees shall receive an additional \$500.00 incremental increase calculated as in the prior number.
8. Effective January 1, 1982 employees with three full months service shall receive an increase in base salary of \$600.00 per year.
9. Effective January 1, 1981 starting salaries for all classifications shall be increased by \$300.00 per year and effective January 1, 1982 shall be increased by \$400.00 per year.
10. Part-time employees shall receive a pro-rata salary increase geared to the starting rates and shall receive pro-rata increases as outlined in items 1, 2, 5 and 8 above.

This Agreement between The Cumberland County Library Commission and District 65, United Auto Workers has been executed this 15th day of October, 1980.

Cumberland County Library Commission

Florence S. Velpa

Arthur L. Zentow

Linda S. Dotts

Elizabeth A. Cox

District 65, United Auto Workers

Patricia A. Lumley

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October 15, 1980

Mr. Fran Smith  
District 65  
157 N. Delsea Drive  
Vineland, New Jersey 08360

Dear Mr. Smith:

This letter, executed by both the Cumberland County Library Commission and District 65, confirms several understandings between the parties which supplements the recently negotiated collective bargaining agreement.

The Commission also agrees to discuss the Union's Educational Fund should it become prevalent in South Jersey. The Commission has no objection to the specific authorization form which is used by District 65 for various check-off purposes and will inform the District of the revocation of any check-off by employees. Aside from any period which may be provided by law the Commission will honor revocation of check-off forms effective January 1, of each year.

It is further agreed that the County's basic Blue Cross/Blue Shield program including the new 1420 Series, the County's Major Medical Program, the County's Prescription Drug Plan, the new Optical Plan, and the new Dental Plan shall, effective April, 1981, be handled in accordance with the following for library employees.

The insurance carriers for the above programs shall be switched from the current insurance carriers to provide that The 65 Security Plan shall be the insurance carriers. The Commission shall supply to The 65 Security Plan the precise level of benefits that will be provided under each of the plans and these are the only benefits that will be provided by The 65 Security Plan. The 65 Security Plan shall supply to the Commission the administrative breakdown and paperwork which would have been supplied by Blue Cross/Blue Shield and by Prudential, the current carriers of such insurance. The contribution levels for full time employees covered by the various plans made by the Commission to The 65 Security Plan will be the insurance rate charged by Blue Cross/Blue Shield

Mr. Fran Smith

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and/or Prudential for the particular coverage. If these rates for the duration of the agreement are increased, the increases shall be paid to The 65 Security Plan also. If there is a decrease in rates or a refund, dividend, or retrospective payment to the Commission with regard to such rates then The 65 Security Plan shall also make such reimbursement to the County. District 65 shall furnish the Commission with proof of eligibility of The 65 Security Plan to do business in the State of New Jersey as required by New Jersey law. It is understood that whatever action is necessary to be taken within the trust fund involving The 65 Security Plan to allow contribution levels specified above and benefit levels specified above will be taken in compliance with applicable law. It is further understood that should The 65 Security Plan fail to provide satisfactory service as measured against the performance of Blue Cross/Blue Shield or Prudential that the Commission reserves the right to cancel this arrangement upon 30 days written notice to the Union. This provision shall be subject to the grievance and arbitration provisions of the collective bargaining agreement. The Union can proceed directly to arbitration upon receipt of notice of cancellation by the Commission. Both parties will make every reasonable effort to see that the arbitration is conducted as expeditiously as possible. The obligations of the Commission in this regard shall continue only until the expiration of the collective bargaining agreement.

The payments to The 65 Security Plan shall be made monthly as is done with Blue Cross/Blue Shield.

It is further understood that the prior County's longevity pay system relative to library employees will continue only through December 31, 1980.

Sincerely yours,

Robert S. Hodavance

Affirmed - Oct. 15, 1980

CUMBERLAND COUNTY LIBRARY COMMISSION

DISTRICT 65, U.A.W.

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Arthur J. Johnson  
Linda S. Dotto  
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