



DEPTFORD
PUBLIC LIBRARY

Deptford Township Library Board

and

Teamsters Local Union No. 676, affiliated
with the International Brotherhood of
Teamsters, AFL/CIO

January 1, 2021 through December 31, 2022

PREAMBLE

This Agreement, by and between the Deptford Township Library Board of Trustees, or, its successors, hereinafter referred to as the "Board" and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter referred to as the "Union".

This Agreement is entered into in order to promote and ensure harmonious relations, cooperation, and understanding between the Board and its employees; and to provide for the resolution of legitimate grievances. It is the intent of the parties that the Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

ARTICLE 1
RECOGNITION

The Board hereby recognizes the Union, pursuant to the New Jersey Public Relations Commission Docket # RO-85-90, as the exclusive representative for the purpose of collective bargaining negotiations for all library employees of the Board. This Agreement shall exclude all supervisors, managerial executives, professional employees, confidential employees, and all other additional exempt classifications that may potentially be created during the life of this Agreement, as well as other recognized collective bargaining units of Deptford Library Board of Trustees.

ARTICLE 2
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which (or may be) subject to collective bargaining.

ARTICLE 3
SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected but shall be continued in full force a defect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate the modification or revision of such provision.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1

It is recognized that the management of the Library, the control of its property and the maintenance of order and efficiency, is a right and responsibility of the Board. Accordingly, the Board retains

the rights, including but not limited, to select and direct the work force, including the right to hire, suspend, demote or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to decide the number and location of its facilities, stations, etc., determine the work to be performed for maintenance and repair, to approve the amount of supervision necessary, to direct the machinery, tools, equipment, methods, schedules of work, together with selection, procurement, design, engineering and control of equipment and materials; to select the purchase of services of others, to negotiate and/or contract, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement and State law.

Section 2

The Board may suspend, discharge, transfer or demote an employee for sufficient and reasonable cause, but the employee or his representative shall, upon request, be entitled to an appeal and hearing, at which the reason for such action was taken shall be given.

Section 3

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority pursuant to N.J.S.A. 40A:1 et seq. (Law for Municipalities and Counties), or any other Federal, State, County or municipal law, including New Jersey Library Laws.

Section 4

Nothing contained herein shall be construed to deny or restrict the rights granted the employees pursuant to N.J.S.A. 34:13A-5.3 (New Jersey Employer-Employee Relations Act), but under no circumstances shall such statute be deemed to require binding arbitration between the parties hereto.

ARTICLE 5 **LOYALTY-EFFICIENCY-NO DISCRIMINATION**

Section 1

Employees of the Board agree that they will perform loyal and efficient work and service, that they will use their best endeavors to protect the property of the Board, the Library and its interests; that they will cooperate with the Board in promoting and advancing the welfare and prosperity of the Library at all times.

Section 2

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual

orientation or union affiliation or any other protected class. Both the Board and Union shall bear the responsibility for complying with this provision of this Agreement.

Section 3

All references to employees in this Agreement shall be applicable to either gender, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 4

The Board agrees not to interfere with the rights of employees to become members of a Union. There shall be no discrimination, interference, restraint or coercion by the Board or any Board representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this under the terms of this Agreement.

Section 5

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6

All employees shall have copies of policies pertaining to the employees and also a copy shall be kept at a central location in the Library as designated by the union steward/representative.

ARTICLE 6 **NO STRIKE OR LOCKOUT**

Section 1

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 Board. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2

In the event of a strike, slowdown, walkout or other job action as set forth in Section 1 above, it is covenanted 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 this Agreement.

Section 3

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

Section 4

The Board agrees that it shall not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

ARTICLE 7 **MAINTENANCE OF STANDARDS**

Section 1

With respect to matters not covered by this Agreement, the Board 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 prior notice to the Union and, when appropriate, without negotiation with the Union, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Board by the Management Rights Clause of this Agreement.

Section 2

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

ARTICLE 8 **SHOP STEWARDS**

The Board recognizes the right of the Union to designate shop stewards and alternates from the Employer's seniority list. The authority of shop stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Board or a Board designated representative in accordance with this Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs or any other interference with the Board's business.
3. To attend negotiations.

Shop Stewards and alternates shall have no authority to take strike action or any other action interrupting the Board's business, except as authorized by official action of the Union and in

accordance with this Agreement. The Board recognizes these limitations upon the authority of Shop Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Board, in so recognizing such limitations, shall have the authority to impose proper discipline, including termination of employment, in the event a Shop Steward has taken unauthorized strike action, work slow-down or work stoppage in violation of this Agreement. However, before imposing any such action, the Board must prove that the Shop Steward has taken any such action in violation of this provision.

ARTICLE 9
ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Library premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, for collection of dues and to ascertain that the Agreement is being adhered to. Access of said Union Official shall be subject to reasonable time and place limitations, and shall in no case interfere with or impede Library business activities being conducted on or around Board-owned facilities.

ARTICLE 10
ORDERS AND DECISIONS NOT TO BE MADE

Shop Stewards or alternates shall not give orders to employees nor countermand orders of the management. Further, they shall not be the sole judge in determining whether unsafe conditions exist. However, the Union Official shall have the right to investigate and determine, along with management, disputes regarding unsafe conditions.

ARTICLE 11
INVESTIGATION OF GRIEVANCES

Shop Stewards shall, upon notice to the Library Director, be permitted to investigate, present and process grievances on the property of the Board without loss of time or pay. Such time spent in handling grievances shall not be considered working hours in computing daily and/or weekly overtime.

ARTICLE 12
AGENCY SHOP-CHECK OFF OF DUES

The Board, upon being authorized voluntarily and in writing by an employee subject this Agreement, shall deduct from compensation paid to the employee dues for Union membership in compliance with N.J.S.A. 52:14-15.9e, as amended. Fee deductions may be authorized by means of electronic communication and electronic signatures.

A check-off list shall commence for noting each employee who signs a properly dated authorization card, supplied by the Union, during the month following the filing of such card with the Department of Finance in the Township.

Deductions for membership dues will be made from the first payroll period of each month and shall be applicable to the dues for that month only. All deductions for Union membership dues shall be paid to the designated local Union Treasurer. The amount to be deducted from each employee's pay shall be certified to the Board by the Treasurer of the Union and the aggregate deductions from employees will be remitted to the Union together with a list of names of the employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.

Employees that have previously authorized deductions must give written notice to the Board during the 10 days following each anniversary date of their employment if they wish to revoke their authorization. Upon receipt of an employee's revocation, the Board is required to provide notice to the Union within five (5) days. The revocation takes effect on the 30th day after the anniversary date of employment.

The Union shall indemnify, defend and save the Board and the Township of Deptford harmless against any and all claims, demands, suits or forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Union.

ARTICLE 13 **CONFLICTING REGULATIONS**

Any specific or general provision of this Agreement notwithstanding, wherever a provision of this Agreement is determined to be in conflict with the Civil Service Laws of the State of New Jersey or with rules, regulations or procedures thereunder, the Civil Service laws, regulations, rules and procedures shall be controlling, subject to review by normal grievance procedures or judicial process.

ARTICLE 14 **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1

The purpose of this Article is to provide an orderly settlement of any grievance, as herein defined. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual employee, a group employees, or the Union, at the request of such individual or group.

The term "working days" as used herein means Monday through Saturday, and specifically excludes Sunday and Township authorized holidays.

Disputes concerning terms and conditions of employment established by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein below.

The parties may mutually agree to extend any of the timeframes as established herein.

A grievance shall be filed in writing with the Library Director within five (5) working days of its alleged occurrence and be process in accordance with the following steps:

Step One

Between the aggrieved employee, with or without his Steward, and the Library Director (or the designee of the Director). If no satisfactory agreement is reached within three (3) working days, the Union may submit the grievance in writing to the second step within five (5) working days from the verbal answer.

Step Two

A meeting between the aggrieved employee with the Steward and the Director (or the designee of the Director) shall be held within ten (10) working days following the day the Union submitted the grievance as set forth in Step One above. If no satisfactory agreement is reached within three (3) working days after the meeting, then the parties shall proceed to Step Three.

Step Three

There shall be a meeting between the aggrieved employee, with the Steward, and the Director (or the designee of the Director), scheduled by the Director within ten (10) working days following the day the Step Two meeting was held. If no satisfactory agreement is reached within three (3) working days after the meeting, then the parties shall proceed to Step Four.

Step Four

There shall be a meeting between a Union Official with the Steward in conference with the Board President or their designated representative(s) and the Library Director at a time to be fixed by mutual agreement.

Should no acceptable resolution be reached within an additional ten (10) working days, then the matter may be referred to arbitration by either party. Either party may have witnesses whose testimony is relevant at the Step Four meeting. A witness' attendance shall be limited to the time required to present the testimony. If the witness is an employee, said employee shall be allowed to testify without loss of time or pay during the Section One grievance procedure only.

Section 2 - Arbitration

A. If the grievance is not settled in the foregoing steps, then either party may, with written notice to the other, within thirty (30) working days after the answer to Step Four, submit said grievance to arbitration. The arbitrator shall be selected as follows:

- a. The Union or the Board only shall request of the American Arbitration Association a list of five (5) arbitrators.

b. When the list is received, the Union shall strike two (2) names from the list and the Board shall strike two (2) names from the list. The person remaining shall be the arbitrator.

B. The Arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The Arbitrator shall set forth his findings and award within thirty (30) days after the closing of the Arbitration Hearing. The Arbitrator's findings and award shall be in writing and shall be final and binding on the parties.

Each party shall bear the expense of its representation representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by the parties.

C. If a grievance is not appealed by the Union from one step to the next step or to arbitration within the time limits specified from each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Board and shall not be eligible for further appeal.

D. Nothing herein shall be construed to deny any individual employee his rights under Civil Service laws or regulations. In the event the aggrieved employee elects to pursue his action under current Civil Service rules for a remedy then no recourse to arbitration shall be available and his grievance shall be withdrawn.

E. In the event the Union decides not to request arbitration on behalf of the aggrieved employee, the employee may exercise his right to proceed to arbitration without approval from the Union and the Union will thereafter have no responsibility for such arbitration or the cost thereof. If the employee proceeds to arbitration he shall be responsible for all arbitration costs incurred by both parties.

ARTICLE 15 SENIORITY

Section 1

Seniority is defined as an accumulated length of continuous service with the Board, computed from the last date of hire.

Section 2

An employee's length of service shall not be reduced by time lost due to an absence for a bona fide illness or injury certified by a physician or for an approved leave of absence.

Section 3

Seniority shall be lost and employment terminated if any of the following occurs:

1. Discharge with cause;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;

4. Absence for five (5) consecutive working days without leave or notice;
5. Engaging in any other employment during a period of leave;
6. Violation of Civil Service Rules and Regulations.

Section 4

If the Board establishes different starting times for employees in the same job classification, the senior person, if qualified in the classification, shall have the choice.

Section 5

Employees shall have five (5) calendar days' notice of a shift change, except where any emergency necessitates a shift change within a shorter period of time.

Section 6

Once each year, during the month of January, the Board shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in the order of date of hire and the Union shall be notified of such additions.

Section 7

After an employee has completed his working test period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his working test period.

Section 8

Inability to perform work because of a proven illness or injury shall not result in the loss of seniority rights.

Section 9

Initial Working Test Period

All newly hired Regular Appointment employees shall be subject to a three (3) month working test period as defined by Civil Service, New Jersey Administrative Code, Title 4, Subchapter 13. The Working Test Period is defined as the time period provided to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits permanent employment status.

During the Working Test Period, the employee shall be employed on a "trial basis" and may be terminated without cause. Upon successful completion of the Working Test Period and certification by the Board, seniority status shall be determined by using the employee's date of hire.

ARTICLE 16
PROMOTIONS AND PROMOTIONAL PAY

Subject to the approval of the Board or their designee, an employee, when he is promoted so as to assume additional responsibilities or duties, from one classification or title to another, having a higher salary grade level range, shall receive an increase in salary to the minimum level of the higher classification or to the nearest amount possible.

The Board or their designee shall determine what constitutes a promotion and whether the employee is entitled to the "Promotional Pay" provided for herein above. The Board shall base their determination upon the increased responsibilities and complexities of the additional duties. Neither an increase in the volume of the same type of work now being performed nor length of service in a classification shall be considered as a basis for promotion.

Furthermore, a change in job classification, per se, is not necessarily a promotion.

ARTICLE 17
TEMPORARY ASSIGNMENTS

Section 1

An employee temporarily assigned to a classification having a higher compensation grade level shall be compensated at the higher classification as follows:

A. An employee who is earning the minimum amount of the lower classification shall be compensated at the minimum amount of the higher classification.

B. Temporary assignments shall be defined as a time period in excess of three (3) days or more. If the employee works five (5) consecutive days it shall be retroactive to the first (1st) day, authorized by the employee's Department Head and must be approved by the Board where it can be effectuated.

Section 2

An employee temporarily assigned to a classification with a lower compensation grade level than his permanent classification shall suffer no reduction in said compensation during such temporary assignments. The temporary assignment pay provided for above shall not apply when employees are assigned to jobs having a higher rate of pay for training purposes.

ARTICLE 18
PROMOTIONS AND TRANSFERS

Section 1

All job openings or vacancies shall immediately be posted by the Board on the employee's bulletin board for a period of seven (7) consecutive calendar days. At the end of that period and where a

final decision can be made, the position shall be awarded and become effective after the next regularly scheduled Board Meeting. Any employee wishing to bid for the opening or vacant position shall do so in writing and submit same to the Board which submission must be received before the meeting.

Section 2

All openings or vacancies shall be filled by an employee who will be selected and qualified to fill the position and shall have a three (3) month Working Test Period. If at the end of or during the Working Test Period the Board feels that the employee is not qualified, he may fill the position from any other source at his discretion. The employee, if disqualified or who voluntarily gives up the promotion or transfer shall be allowed to resume his former position without penalty. All new hiring and promotions shall be made pursuant to Civil Service Rules and Regulations.

ARTICLE 19 **TRANSFERS**

Transfers may be made from one position to another within the same job title in and into another organizational unit. Transfers shall be made with the approval of the Board and shall be based on the recommendation of the employee's Department Head.

ARTICLE 20 **CAUSE FOR DISMISSAL OR SUSPENSION**

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension. Nothing shall prohibit the Union from utilizing the grievance procedure provided in this Agreement. The Union Agent shall be notified of the any dismissal or suspension action taken, or to be taken by the Board, involving an employee covered by this Agreement.

Dismissal and suspension shall be governed by Civil Service Rules and Regulations. Except when an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all matters pending for Grievance Hearings and shall be heard promptly.

Any employee dismissed or suspended shall be entitled to the provisions of Article 14 entitled "Grievance Procedure and Arbitration. Examples, where dismissal without first discussing the matter with the Union Agent shall apply:

1. Calling or participating in any unauthorized strike, work stoppage or walkout.
2. Drunkenness, proven during working hours or being under the influence of alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his Employer or his Employer's representative during working hours or upon another employee.
5. Illegal use of dangerous controlled substances.

ARTICLE 21
HOURS AND WORKING CONDITIONS

Section 1

As far as practicable, non-rotating employees shall work five (5) consecutive days, Monday through Friday. It is understood and mutually agreed that because of the operating needs of the Library, alternate schedules are necessary to appropriately staff the Library during its business hours. The Board shall not be limited in determining such schedules.

- A. The work week for full-time employees covered by this Agreement shall consist of 35 hours per week. Full time employees shall receive a one-half (1/2) hour daily unpaid lunch break.
- B. Permanent part-time employees shall work those hours as determined by the Board or its designee.
- C. Employees required to work in excess of two (2) hours of overtime in any one (1) day shall be afforded a fifteen (15) minute break period on Board time. Any bargaining unit employee required to work in excess of twelve (12) hours in any one (1) day shall be entitled to an additional twenty (20) minute break time. All additional time worked shall be paid, as set forth in Article below.
- D. Part time employees who work four (4) consecutive hours shall be entitled to one fifteen (15) minute on-the-clock break. A part time employee who works eight (8) hours in a day is entitled to a one- half (1/2) hour unpaid lunch break. Full-time employees are entitled to two (2) 15 minute on-the-clock breaks during their scheduled hours.

ARTICLE 22
OVERTIME

Section 1

Overtime is defined as any time worked in excess of forty (40) hours per week. Emergency overtime may be authorized by the Library Director. All other overtime must be authorized by the Board.

Overtime shall begin at the 41st hour of work. Payment for hours 36 to 40 shall be made at the regular hourly rate up to 40 hours or payment may be in the form of compensatory time at the regular rate up to 40 hours. After 40 hours, at the discretion of the Director, payment will either be compensation at the 1 1/2 hourly rate or compensatory time at 1 1/2 hours for each hour worked.

Section 2

Payment of overtime for work authorized and performed as defined in Section 1 of this Article shall be paid as governed by any of the following conditions:

- A. One and one half (1 1/2) the employee's regular base rate of pay for work authorized and performed beyond the normal, scheduled workday or weekly work schedule as set forth in Article 21 entitled "Hours and Working Conditions".
- B. One and one half (1 1/2) the employee's regular base rate of pay for work authorized and performed on a scheduled holiday in addition to the holiday pay as set forth in Article 24 entitled "Holidays and Personal Leave Days".
- C. Overtime work shall be distributed as equally as possible among employees within the same classification.
- D. Overtime shall be compensated currently.
- E. If an employee is called back to duty, he shall be guaranteed two (2) hours work, and at the discretion of the Library Director, may be released early or work the full two (2) hours.
- F. Employees shall receive time and one-half (1 1/2) the employee's regular base rate on Saturday or Sunday, unless it is the employee's regularly scheduled work day.

Section 3

All overtime must be pre-approved by the Board or Library Director.

- A. Any employee who is requested by the Board or its designee to work overtime and refuses to do so by either failing to report to work or refusing to stay on the job for the required number of hours as directed, unless absent due to a valid medical or other authorized reason, shall at the discretion of management be struck from the overtime rotation list. Any employee instructed not to work under this provision, shall not be paid for that day.
- B. Notwithstanding the aforesaid provisions, the Board or its designee reserves its right in accordance with Civil Service Rules and Regulations, to compel any employee to do overtime work and to require that employee to stay on the job for the number of hours as directed and absent a valid medical or other authorized reason.
- C. The Board or its designee further reserves its right to initiate any and all disciplinary action against any employee who fails to report or stay at work as directed.
- D. Whenever an employee shall be more than fifteen (15) minutes late for work any employee instructed not to work under this provision, shall not be paid for that day.
- E. No employee's work day or work week shall be altered or reduced as a result of his having worked overtime. There shall be no pyramiding of overtime hours. To the extent practical, overtime shall be equally distributed to all employees covered by this agreement.

ARTICLE 23
HOLIDAYS AND PERSONAL LEAVE DAYS

Section 1 - Holidays

The legal paid holidays which are recognized for the purpose of this Agreement are as follows or as established by the Board of Trustees for full-time employees only, effective upon the signing of this Agreement:

New Year's Day	Saturday Day before Labor Day
Martin Luther King Day	Labor Day

Good Friday
Day before Easter
Memorial Day
Fourth of July
New Year's Eve

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

When an employee is called upon to work on such designated holiday, he shall be paid double his regular rate of pay for all hours worked on such holiday.

- A. In order to be eligible to receive Holiday pay, said employee must work his scheduled day before and after said holiday, unless on vacation. In case of illness before or after a Holiday or Vacation, a doctor's certification may be required for the employee to receive Holiday pay or compensation.
- B. Should a designated Holiday be observed on one of the employee's regularly scheduled work days within his normal working period while he is on vacation, said Holiday shall not be counted as a vacation day.
- C. Holiday pay shall apply to all regular and provisional employees, but shall not apply to employees holding temporary, emergency or seasonal positions, or part time employees.
- D. These provisions apply only to the above list Holidays, unless otherwise determined by the Board of Trustees.

Section 2 - Personal Leave Days

A. The Board shall grant four (4) personal leave days, annually for full-time employees only. Part-time employees will no longer accrue personal leave days effective upon the signing of this Agreement. Personal leave days are subject to approval by the Library Director with a minimum of twenty-four (24) hours' notice, unless extraordinary circumstances exist. The Director shall determine whether extraordinary circumstances exist.

Notwithstanding the above, any personal day allowed but not earned under the above criteria will be deducted from the employee's final paycheck.

For part-time employees who have accrued personal leave hours pro-rated up until the signing of this Agreement, such employees shall retain their personal leave hours for use up until December 31, 2021. Upon January 1, 2022, any unused personal leave hours for part-time employees will be forfeited.

B. The above applies to new employees, except that they may not use these earned days until the completion of initial ninety (90) days of the Working Test Period with the Library.

C. Personal day requests shall be in writing.

D. Personal days must be used by the end of the current year that the Personal days are issued in. No carrying days over to following year.

ARTICLE 24
VACATIONS

Section 1

Employees shall receive the following annual leave for vacation purposes with pay in and for each calendar year after the employee completes their three (3) month Working Test Period, except as otherwise herein provided.

B. Permanent full-time employees 35 hrs. After working 1 full year permanent full-time, employees will receive a vacation of 12 working days for years 1 through 6; 15 working days for years 7 through 10 and 20 working days thereafter.

C. Part-time employees will no longer receive vacation effective upon the signing of this Agreement. However, for part-time employees who have accrued vacation hours pro-rated up until the signing of this Agreement, such employees shall retain their vacation hours for use up until December 31, 2021. Upon January 1, 2022, any unused vacation hours for part-time employees will be forfeited.

E. All full time employees must complete a three (3) month Working Test Period before vacation time can begin to accrue.

F. Compensated vacation time may not exceed the number of hours per work week for employees.

G. All vacation shall be granted, as far as practicable, in accordance with the desire of the employee. Preference for vacation time shall be given in order of seniority. Employees shall submit vacation requests at least one (1) month in advance.

H. In any calendar year where vacation may not be taken or granted, one week of vacation leave can be carried over and used during the next calendar year only. Employees must submit a request for carry over of vacation time no later than December 15th of each year. Such request is subject to approval by the Board.

I. Pay in lieu of vacation will not be granted by the Board.

ARTICLE 25
LAYOFFS

Layoffs shall follow the Civil Service Procedures.

ARTICLE 26
SICK LEAVE

Section 1

Sick leave means the absence of any employee because of illness, accident, exposure to contagious disease or attendance upon a sick member of the immediate family. Sick leave because of attendance upon a sick member of the immediate family shall not include any extended period but shall have a maximum of five (5) days.

"Immediate family" means an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

Sick leave schedule for full-time employees:

12 sick days	1 day per month 1st year.
15 sick days	1 1/4 days per month 2nd and succeeding years.

Sick leave shall be granted to part-time employees at a rate of one (1) hour for every thirty (30) hours worked, capped at a total of forty (40) hours possible to accrue per year.

Section 3

An absence of three (3) or more sick days shall require a doctor's statement. This is the responsibility of the employee.

Permanent part-time employees working more than half of the established work week hours are granted sick leave. Sick leave may not exceed the number of hours worked by an employee in any 1 week. Sick leave is cumulative. The Board or Director may require proof of illness from an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

Section 4

An employee who has been absent on sick leave for periods totaling more than 15 days in any one calendar year consisting of periods of less than 5 days, shall have his or her sick leave record reviewed by the Board or Director and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year.

Section 5

Upon retirement, an employee shall be paid fifty percent (50%) of his or her accumulated sick time up to \$15,000.

Section 6

Employees may submit a request for a payout of sick time to the Board no later than November 15th of each benefit year. If the Board approves the request, the requirements of N.J.A.C. 12:69-3.7 shall be enforced. If the Board denies such request or no request is made, the employee's sick time bank will automatically carryover into the next benefit year.

ARTICLE 27
BEREAVEMENT LEAVE

Bereavement leave means the absence of any full time employee due to the death of an immediate employee's family member or relative. "Immediate employee's family" means an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

Section 1

Bereavement leave schedule:

Death of immediate family member - 5 days

Death of a relative (not an immediate family member) - 1 day (day of the funeral.)

Employees must provide a copy of the obituary in order to be granted such leave.

ARTICLE 28
JURY DUTY

A regular employee, who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Board the difference between his job rate for up to seven (7) hours and the daily jury fee, subject to the following conditions;

- A. When jury service is completed prior to 1 p.m. "the employee is required to telephone the Board and report to work if requested.
- B. Time lost because of jury service will not be considered time worked for the purposes of computing overtime.
- C. The employee must notify their supervisor immediately upon receipt of any communication regarding jury service.
- D. No reimbursement of wages will be made for jury services during holidays or vacations.
- E. At the management's request, adequate proof must be presented of time served on a jury and the amount received for such services.
- F. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Board.

ARTICLE 29
MILITARY LEAVE

Military leave shall be in accordance with current State and federal laws.

ARTICLE 30
LEAVE OF ABSENCE

Section 1 - Personal Leave

On recommendation of the Library Director and at the discretion of the Board, special leave with or without full or part-time salary may be granted for such purposes as, for example only, maternity (accumulated sick may be used), travel, etc., if it is feasible and will not hurt the services to patrons, leave without pay, up to one (1) week, may be granted by the Library Director. Request for leave without pay, for a longer period than one (1) week must be presented to the Board in writing at a regular scheduled Board Meeting.

ARTICLE 31
TIME TO ATTEND MEETINGS

Members of the bargaining unit, who, by mutual Agreement between Teamsters Local Union No. 676 and the Board, participate during working hours in conferences and meetings with the Board which involve or derive from its Collective Bargaining Agreement, shall suffer thereby no loss of pay. Members of the union shall be allowed fifteen (15) minutes prior to and fifteen (15) minutes following the conference as excused time from their work assignment. The representatives shall give their Supervisor reasonable notice in advance of their desire to attend such meetings.

It is understood, however, that, except for the foregoing, nothing shall be done which shall interfere with the work of any Board employee and/or Department. Vacation days shall be rescheduled if they coincide with Board authorized meetings. The Union agrees to take all steps necessary to insure that the requested time is within reasonable limits. Excused time to attend meetings as set forth above shall not be construed as work time and shall not be included for the purposes of computing overtime.

ARTICLE 32
HEALTH BENEFITS

Section 1

All full-time employees who work at least 35 hours per week are entitled to Medical, Dental, and Prescription coverage for the employee, their spouse and dependents, in accordance with the medical plan and prescription plan designated by the Board which includes various co-pay amounts in accordance with the respective policies. New employees shall be covered after ninety (90) days.

Section 2

The Board agrees to provide each employee with health and prescription insurance coverage with participation in or equal to the State Health benefits Plan. Employees are subject to contributions for health benefits in accordance with the Public Law 2011 Chapter 78, which allows for the medical contributions to be deducted from the employees' paychecks pre-tax. The Section 125

Plan is also available to pay for deductibles and other health care costs incurred in accordance with IRS Regulations.

An employee can opt out of the Board health plan with proof the employee is covered by his or her spouse's health plan. If the employee opts out of the Board health plan, ("Waiver"), such Waivers are limited to 25% or \$3,000, whichever is less, of the amount saved for employees with single coverage; 25% or \$4,000, whichever is less, of the amount saved for employees with single plus one dependent coverage; and 25% or \$5,000, whichever is less, of the amount saved for employees with family coverage. The amount saved is the premium less the amount that the employee would be contributing if they were receiving the health insurance. Waivers will not be grants to employees covered under another SHBP and the employee must provide proof of insurance. If an employee waives the benefit and loses coverage, the employee can be reinstated into the SHBP at the phase-in period appropriate for their date of hire.

Section 3

In the event that the employer no longer participated in the State Health Benefits Medical Plan or the current prescription plan, equivalent coverage will be provided and selected by the Board as referenced above. The Board shall consult the Union before any changes are made.

Section 4

The Board also agrees to provide Vision coverage for all employees, spouses, and dependents, who currently qualify for medical benefits. Any waiver of this benefit shall be with the employee's medical health plan.

The plan allows \$100 per year or as otherwise allowed by Township policy.

Section 5

Benefits upon retirement shall be offered in accordance with State law and Township policy.

ARTICLE 33 **MILEAGE ALLOWANCE**

Section 1 - Mileage Allowance

The Board agrees to provide mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The mileage allowance rate will be thirty-two cents (\$0.32) per mile. The employee will be required to submit a written voucher including information as to location(s) traveled and purpose(s) for said travel, to be reimbursed for such compensation.

ARTICLE 34
PAY PERIODS – WAGES

Section 1

- A. All wages shall be due and payable in full every two (2) weeks, at the end of the shift, no later than twelve noon on Friday.
- B. When the regular payday occurs on a holiday, the Board shall pay the employees on the regular work day immediately preceding the holiday.
- C. With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 2 - Yearly Increases

Effective January 1, 2021, all employees shall receive a 2.5% increase.

Effective January 1, 2022, all employees shall receive a 2.5% increase.

ARTICLE 35
INSPECTION OF PAYROLL RECORDS

Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee's, an authorized representative of the Union shall have the right to inspect Library payroll and time cards during the Grievance Procedure. The right of inspection is subject to all laws, both Federal and State regarding the privacy rights of individuals.

ARTICLE 36
BULLETIN BOARDS

Section 1 - Credit Union

The Board agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes, if the employee has provided the Board with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

Section 2 - D.R.I.V.E

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E.

D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked.

The phrase "week worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE 37
PAYROLL DEDUCTIONS

Section 1

The Board agrees to furnish bulletin board space to be used exclusively by the Union for the posting of notices relating to Union meetings and official business only.

Section 2

The Union agrees to limit its posting of notices and bulletins to such bulletin board.

Section 3

All bulletins or notices shall be signed by a local Union Officer or his designee.

ARTICLE 38
HIRING ADDITIONAL EMPLOYEES

Section 1

The Board shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.

Section 2

The Union shall have the right to send qualified applicants for the job or jobs, and the Board agrees to interview such applicants and give the same interview consideration to Union sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Board to hire Union applicants or to preclude the Board from hiring employees from other sources.

Section 3

During the Working Test Period, the employee may be discharged without recourse, provided that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

Section 4

After successful completion of the Working Test Period, the employee shall be placed on the regular seniority list.

Section 5

In case of discharge within the Working Test Period, the Board shall notify the Union in writing.

Section 6

The present work force of employees shall not be reduced through the use of part-time, casual or seasonal or non-union employees. Any work related to jobs normally performed by employees covered by this Agreement shall be manned by said employees at pay rates according to Board policy.

ARTICLE 39 **STATE OF EMERGENCY**

Unless a State of Emergency declared by the State of New Jersey specifically includes travel restrictions, the operations of the Library shall remain open.

ARTICLE 40 **DEFINITIONS**

Grievance: Defined as any claim by an employee based upon and limited to an alleged violation of the express terms and conditions of this Agreement.

Arbitration: Defined as the Hearing and settlement of a dispute between two parties by the decision of a third party or court to which the matter is referred by the parties.

Arbitrator: Defined as an individual chosen by Agreement of parties to recommend a settlement to decide a dispute between the parties.

Permanent Employee: Defined as an employee who has acquired Civil Service permanent status in his/her position after satisfactory completion of a working test period.

Permanent Status: Defined as attainment of tenure and rights resulting from regular appointment and successful completion of the working test period.

Provisional Employee: Defined as appointment to a permanent position pending the regular appointment of an eligible person from a special reemployment or employment list.

Dana L. Zambaliski

Deptford Library President

Print Name:

Dana L. Zambaliski

Howard W. Wells

Teamsters Local 676 President

Print Name:

Howard W. Wells

7.28.2021