

COLLECTIVE NEGOTIATIONS AGREEMENT  
BY AND BETWEEN  
CHERRY HILL PUBLIC LIBRARY  
AND  
U.F.C.W. LOCAL 1360  
2005 - 2007



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## AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of *September*, 2005 by and between the CHERRY HILL PUBLIC LIBRARY (hereinafter referred to as "Employer") and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1360, Chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC (hereinafter referred to as "Union").

### ARTICLE I - PURPOSE

It is the purpose of the Employer and the Union to set forth in this collective bargaining agreement, their duly negotiated understanding with each other concerning wages, hours and other terms and conditions of employment for those employees of the Employer who are and will be represented by the Union in the appropriate bargaining unit defined herein.

### ARTICLE II - RECOGNITION

The Employer recognizes the Union as the exclusive representative for all professional and non-professional full-time and regularly scheduled part-time employees who work an average of 12 hours or more per week of the Cherry Hill Public Library excluding managerial executives, confidential employees, the Controller, Administrative Assistant to the Controller, Control Officers and supervisory employees within the meaning of the Act.

It is agreed that upon a showing that a majority of the members of the bargaining unit desire to be members of the United Food & Commercial Workers Local 1360, the Employer

agrees to include a union security clause requiring union membership for all current employees and for all new employees after thirty (30) days of employment as a condition of continued employment. If any individual employee so chooses, he/she has the right to be a non-member and pay the percentage amount of the dues paid by a member that is germane to collective bargaining activities only.

### ARTICLE III - DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2005 and shall continue in full force and effect through December 31, 2007 and shall continue from year to year thereafter unless and until either party serves notice in writing at least sixty (60) days prior to the expiration date of a desire to change, modify or terminate this collective bargaining agreement.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendments agreed upon, shall be reduced to writing and signed by the parties hereto.

### ARTICLE IV - GRIEVANCE PROCEDURE

1. A grievance is defined as any dispute over the interpretation, application or violation of this Agreement, the policies and/or administrative decisions of the Employer.

2. A grievance shall be processed as follows:

Step 1: The employee and the shop steward shall verbally present the grievance to the employee's immediate supervisor for discussion and settlement no later than five working days after the grievance arises. The supervisor shall respond within five working days to the grievant and the steward.

Step 2: If the grievance is not resolved by the preceding step, it shall be reduced to writing and submitted to the Library Director within five days of the receipt of the decision at Step 1. The Library Director shall meet with the grievant and the local union representative on the matter and shall render a decision, in writing, within ten working days of receipt of the grievance.

Step 3: If the grievance is not resolved by the preceding step, it may be submitted to the Library Board of Trustees within five working days of the receipt of the decision at Step 2. The Library Board of Trustees shall meet with the grievant and the local union representative on the matter and shall render a decision within fifteen working days after submission of the grievance.

The decision of the Library Board of Trustees shall be final.

Working days shall be defined as the five-day period Monday through Friday.

The time limit for responding to a grievance may be extended provided there is mutual consent between the Employer and the Union.

If a response is not received within the prescribed time period, the Union shall deem the grievance denied and may submit the grievance to the next level.

#### ARTICLE V - HOLIDAYS

During the term of this Agreement, the following holidays observed as such shall be celebrated and the employees shall be paid their regularly scheduled rate of pay:

New Year's Day  
Martin Luther King's Birthday  
President's Day

Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving  
Christmas

When the library is open on any of the above holidays, employees will be expected to work, on a rotating basis, and compensatory time will be granted.

A holiday which falls during an employee's vacation period or sick leave period shall not be counted as a day of leave.

The provisions of Article V apply to all employees, both full-time and part-time.

#### ARTICLE VI - PERSONAL DAYS

All full-time employees (35 hours per week or more) shall be entitled to two (2) non-cumulative personal days with pay within each calendar year. All part-time employees who work an average of 20 hours a week or more shall be entitled to one (1) non-cumulative personal leave day with pay within each calendar year except that after three years of employment, all such part-time employees shall be entitled to one and one-half (1.5) non-cumulative personal leave days within each calendar year.

All requests for personal days must be approved by the Employer, who shall not arbitrarily withhold said approval.

Personal days shall be used for personal business which is either of such a nature that it requires an employee's presence during the work day and cannot be attended to at a time outside

the work day, or is of such a nature that an employee's absence from duty is necessary for the welfare of the employee or his family.

No employee employed on January 1, 1996 shall suffer any loss of personal days under this article unless their hours are reduced.

#### ARTICLE VII - VACATIONS

Each employee shall be entitled to annual vacation with pay in accordance with the following schedule:

1. Full-time professional employees - 12 days vacation per year commencing with the day of hire accumulating at the rate of one day per month of employment.  
After one year, 24 days per year.
2. Full-time non-professional employees - 12 vacation days per year from the date of hire accumulating at the rate of one day per month. After one year, 12 days per year. After two years, one additional day per year up to a maximum of 24 days per year.
3. Part-time professional and non-professional employees as follows:
  - a) 12 to less than 20 hours per week, 3 days per year after one year;
  - b) 20 to 24 hours per week, 3 days per year after one year, then one day per year up to 7 days;
  - c) 25 to 29 hours per week, 5 days per year after one year, then one day per year up to 12 days;
  - d) 30 to 34 hours per week, 5 days per year after one year then one day per year up to 17 days.

4. No employee employed on January 1, 1996 shall suffer any loss of vacation benefits under this article unless their hours are reduced.

#### ARTICLE VIII - BEREAVEMENT LEAVE

All employees shall be entitled to four working days bereavement leave with full pay in the event of a death in the employee's immediate family. Immediate family shall mean parent, step-parent, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, child, step-child, sister, brother, step-brother, step-sister or other relative residing in the employee's household.

All employees shall be entitled to three days bereavement leave with full pay for a death in the employee's non-immediate family. Non-immediate family shall mean grandparents, grandchild, step-grandparent or step-grandchild, nephews, nieces, uncles, aunts, brothers-in-law and sisters-in-law or other person permanently residing in the employee's household.

Bereavement leave shall be taken in the period immediately following the death for the purpose of attending the funeral and an appropriate mourning period.

#### ARTICLE IX - SICK LEAVE

All employees shall be entitled to sick leave, with pay, on the following basis:

1. All full-time (35 hours a week or more) professional and non-professional employees - 15 days per year, commencing with the day of hire. For the first year of employment, sick leave shall be earned at 1 and 1/4 days per month.
2. Part-time employees shall receive sick leave as follows:
  - a) 20 to 24 hours per week, four days per year;
  - b) 25 to 29 hours per week, six days per year;



c) 30 to 34 hours per week, eight days per year.

3. Sick leave may be used only for absence due to personal illness, injury, quarantine by a physician or health authorities, and to the sudden and severe illness of a member of the employee's immediate family as such is defined in Article VIII. A doctor's certificate will be required after an employee has been notified, in writing, by the employer that a pattern of absences, such as on Fridays, Mondays, or on days preceding or following a holiday or vacation has been established.

4. All sick leave accumulated as of January 1, 1983, will be credited to each employee. Sick leave earned after January 1, 1983, will continue to accumulate to each employee up to a maximum of 90 days.

5. All eligible employees, upon retirement, will receive payment at the rate of one-half daily rate of pay for each day of earned and unused accumulated sick leave through December 31, 1980. Sick leave accrued subsequent to January 1, 1981, shall accrue as set forth above with no reimbursement upon retirement.

6. No employee employed on January 1, 1996 shall suffer any loss in sick leave days under this article unless their hours are reduced.

#### ARTICLE X - WORK WEEK

1. The work week for full-time employees shall be 35 hours per week, usually on a five day, seven hour per day basis, as scheduled by the Employer.

2. Saturday work may be scheduled for employees on a rotating basis among employees qualified for the duties involved.

3. Sunday work may be scheduled by the Employer on a rotating basis among employees qualified for the duties involved. All employees scheduled for work on Sunday shall be paid seven hours pay for four hours of work.

4. The Employer's past practice of granting compensatory time for authorized overtime shall continue.

5. Overtime is defined as time worked in excess of one-half hour in addition to the employee's regularly scheduled daily hours.

6. Work schedules shall be prepared by the Employer on a regular basis and may not be changed by an employee without permission from the Employer.

#### ARTICLE XI - MEALS AND REST PERIODS

All employees shall be entitled to a daily meal period of not less than one hour, without pay.

All full-time employees shall be entitled to one 15-minute break during the morning, afternoon and evening scheduled work time.

All part-time employees shall be entitled to one 15-minute break, with pay, for each scheduled four hours of work. Employees should remain on the Employer's premises during break time but may go outdoors if they so choose.

## ARTICLE XII - JURY DUTY

Any employee subpoenaed for jury duty shall report this fact to the Employer immediately. If selected to serve on a jury, the employee shall keep the Employer advised of the status of his or her jury service.

Any employee on jury duty shall be entitled to time off without loss of pay and without deduction for any compensation received for jury service.

## ARTICLE XIII - LEAVES

### A. FAMILY LEAVE

The New Jersey Family Leave Act allows eligible employees up to 12 weeks of unpaid leave upon the birth or adoption of a child or the serious health condition of a family member. Leave under these circumstances is referred to as family leave. Some of the provisions of this law are incorporated into this article and family leave rights are subject to any modification of the law. To the extent that any other law is enacted that affects family leave, this contract shall be deemed, amended so as to comply with all applicable law.

1. Eligibility - To be eligible for family leave, the employee must have been employed by the Cherry Hill Public Library for at least 12 months and have worked 1,000 or more base hours during the preceding 12 month period. Base hours means the employee's regular hours of work, excluding overtime, for which the employee receives compensation.

2. Leave for Birth or Adoption of Child - Leave for birth or adoption of a child must commence within one year of the birth or adoption. The employee seeking family leave must provide advance notice of the birth or adoption to the extent practicable.

3. Leave for a Serious Health Condition - A serious health condition means an illness, injury, impairment, or physical or mental condition of a family member that requires in-patient care in a health care institution such as a hospital, hospice or residential medical care facility or which requires continuing medical treatment or supervision by a health care provider. A family member, for purposes of this article, is defined as a child, including a step-child, adopted or foster child, parent, including foster parents, step-parents, parent-in-law or legal guardian under certain circumstances and spouse of the employee.

4. When Family Leave May Be Taken

A. In general, eligible employees may take family leave during any 12 weeks in a 24 month period.

B. If the leave is for the birth or placement of an adopted child (and not health reasons) the leave must be taken on consecutive days unless otherwise agreed to by Employer and may commence any time within one year of the birth or placement.

C. Intermittent Family Leave

(1) Family leave may be taken on an intermittent basis in the case of the birth or adoption of a child if agreed to by the employee and Employer.

(2) Family leave may be taken on an intermittent basis in the case of a family member who has a serious health condition when medically necessary if:

- (a) the total time within which the leave is taken does not exceed a 12-month period for each serious health condition episode;

- (b) the employee provides the employer with prior notice of the leave in a manner that is reasonable and practicable; and
- (c) the employee makes a reasonable effort to schedule the leave so as not to unduly disturb the operations of the Employer.

D. Reduced Leave Schedule

(1) Reduced leave schedule means family leave scheduled for fewer than the employee's usual number of hours worked per workweek but not fewer than an employee's usual number of hours worked per workday, unless agreed to by the employee and Employer.

(2) If family leave is for a serious health condition of a family member, family leave may be taken on a reduced leave schedule for a period not exceeding 24 consecutive weeks.

(3) If family leave is for the birth or adoption of a healthy child, family leave may be only taken on a reduced leave schedule if the employee and Employer agree to this, and in any event, it cannot exceed 24 consecutive weeks.

(4) The employee shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the Employer, and the employee shall provide the Employer with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner that is reasonable and practicable.

5. Family Leave Request:

An employee who requests family leave shall submit a completed family leave request form to the Library Director at least two (2) calendar weeks in advance for leave for the serious health condition of a family member and at least four (4) calendar weeks for the birth or adoption of a child, except in emergent circumstances. In emergent circumstances, an employee may provide the Employer with oral notice when written notice is impracticable. If oral notice is provided, as allowed above, the employee shall promptly submit a completed family leave request form.

6. Information Requested By Employer

The Employer is entitled upon request to certain information regarding the circumstances of the family leave. In the case of a serious health condition of a family member, the Employer may require additional medical opinions regarding the serious health condition.

7. Reinstatement

Upon the expiration of a family leave, an employee shall be restored to the position held immediately before the leave or to an equivalent position of like seniority, status, employment benefits and other terms and conditions of employment. An employee on family leave shall not be entitled to reinstatement, if during the leave, Employer experiences a reduction in force or layoff that would have resulted in the loss of employment by the employee, had the employee not been on family leave.

8. Other Employment

An employee on family leave may not engage in other full-time employment during the leave, unless the employment began before the family leave started. An employee who violates this provision is subject to discharge.

9. Effect on Benefits:

a. During a family leave, accrual of holidays, sick leave and vacation time ceases and will resume on the first day the employee returns to work.

b. The status of insured benefits coverage for an eligible employee on a family leave is as follows:

(1) Health Insurance:

(a) Shall be continued expense for the balance of the month in which the employee commences the family leave and for the three following months. Premium payments shall be on the same basis as before leave was taken.

(b) Available at employee expense beyond the period covered in (a) above.

(2) Dental Insurance:

(a) Shall be continued for the balance of the month in which the employee commences the family leave and for the three following months. Premium payments shall be on the same basis as before leave was taken.

(b) Available at employee expense beyond the period covered

in (a) above.

(3) Life Insurance:

(a) Provided at Library expense for the entire term of the family leave.

(4) Temporary Disability Insurance:

(a) Provided in accordance with State regulations.

d. Reinstatement of insurance benefits coverage for an eligible employee occurs on the first day of the month following the employee's return to work from a family leave.

B. NON-FAMILY LEAVE

1. Definitions:

a. Leave of Absence - a prearranged period of thirty (30) calendar days or more during which an employee is authorized by his/her Department Head and the Director (or designee) to be absent from duty, other than family leave, discussed in subsection A, above. This absence may be either with pay through the use of accrued sick, if the employee is ill, or annual leave, or without pay in the absence of sufficient accrued sick or annual leave time. Note: An employee who is absent from duty due to a workers' compensation injury is not to be considered on leave status.

b. Excused Absence - a prearranged period, for other than family leave, as Discussed in subsection A above, of less than thirty (30) calendar days during which an employee is authorized by his/her Department Head and the Director (or designee) to be absent from duty. This absence may be either with pay through the use of accrued sick,



if the employee is ill, or annual leave, or without pay in the absence of sufficient sick or annual leave time.

c. Eligible Employees. Eligible employees for leave of absence or excused absence includes all professional and non-professional full-time and regularly scheduled part-time employees who work an average of 20 hours or more per week.

d. Priority Re-hire Status. The right of the employee to be placed in the next available position for which he/she is qualified and can satisfactorily perform after familiarization, but without additional training. This status will apply in the event the employees' job is not available when returning from a leave of absence.

2. Leave of Absence or Leave of Absence Extension Request:

a. An employee who requests a leave of absence, or extension of leave of absence, shall submit a completed leave of absence Request Form to his/her Department Head at least two (2) calendar weeks in advance, except in an emergency situation.

b. In the case of a request for a leave of absence for the medical condition of the employee, the employee is to provide his/her Department Head with a private physician's certificate indicating that the employee is medically unable to perform his/her job and the period of time such disability is expected. In addition, at the discretion of the Library, but subject to applicable law, the employee may be requested to be examined by a physician, designated by the Library, at Library expense, in order to substantiate the employee's medical condition.

c. In the case of a request for leave of absence for other than a condition constituting a disability under the Americans With Disabilities Act, the employee is to provide substantiation as is deemed appropriate by the Director to support the request.

d. An employee scheduled to return from a leave of absence may request an extension. Such extension is to be in writing and submitted on a completed leave of absence Request Form to the employee's Department Head two (2) calendar weeks in advance of the expiration date of the leave, except in an emergency situation.

e. The Director shall approve or deny any request for leave of absence or extension of leave of absence not later than one calendar week before the expected commencement of the leave or the expiration date of the leave in the case of extensions.

3. All requests for leave of absence must be submitted to the Director. To the extent that the request for leave of absence or extension of leave of absence is for a claimed physical or mental disability of the requesting employee, covered under the Americans With Disabilities Act, the grant or denial of any leave of absence or extension will be governed by applicable law. To the extent that the request for leave of absence or extension is not for a claimed physical or mental disability covered under the Americans With Disabilities Act, the Director may disapprove any request for leave of absence or extension of a leave of absence, if it will unreasonably interfere with the normal operation of the Library.

4. Leave Terms and Conditions:

a. Job Guarantee:

(1) An employee whose leave of absence is approved is guaranteed his/her original job upon return, if the job has not been abolished in the interim for reasons of economy or efficiency, according to the terms of the collective bargaining agreement.

(2) The job guarantee is for the period of 180 days or the length of the leave of absence if less than 180 days.

(3) If an employee's leave of absence is extended beyond 180 days and such leave of absence is for the medical condition of the employee the job guarantee will be extended for up to a maximum of 185 days for a total of one year.

(4) If an employee's leave of absence is extended beyond 180 days at employee's request for non-medical reasons and the employee's original job is not available, the employee will be placed on priority rehire status.

b. Other Employment:

(1) An employee may not become employed outside the Cherry Hill Public Library while on leave of absence.

(2) An employee who violates this provision is subject to discharge.

5. Length of Leave of Absence:

a. A leave of absence may be initially granted for a minimum period of thirty (30) calendar days and for a maximum period of one hundred eighty (180) calendar days.

b. A leave of absence may be extended to a maximum length of an additional one hundred eighty-five (185) days for a total not to exceed one (1) year.

c. Employees may return to work prior to the expiration of their approved leave of absence upon making appropriate arrangements with the Director at least thirty (30) days prior to their anticipated return.

6. Effect on Seniority and Pay Anniversary Date:

a. An employee on leave of absence suffers no loss of his/her service time accrued prior to the leave of absence. However, credit for service will not be given for the length of the leave.

b. Upon return to work, an employee who was on leave of absence during the annual performance/salary review may be eligible for a possible adjustment in salary. Job performance evaluations will be taken into consideration for the purpose of such review.

7. Effect on Benefits:

a. During a leave of absence, accrual of holidays, sick leave and vacation time ceases and will resume on the first day the employee returns to work.

b. The status of insured benefits coverage for an eligible employee on a leave of absence is as follows:

(1) Health Insurance:

(a) Shall be continued for the balance of the month in which the employee commences the leave of absence and for the three following months. Premium payments shall be on the same basis as before leave was taken.

(b) Available at employee expense beyond the period covered in (a) above.

(2) Dental Insurance:

(a) Shall be continued for the balance of the month in which the employee commences the leave of absence and for the three following

months. Premium payments shall be on the same basis as before leave was taken.

(b) Available at employee expense beyond the period covered in (a) above.

(3) Life Insurance:

(a) Provided at Library expense for the entire term of the leave of absence.

(4) Temporary Disability Insurance:

(a) Provided in accordance with State regulations.

d. Reinstatement of insurance benefits coverage for an eligible employee occurs on the first day of the month following the employee's return to work from a leave of absence.

8. Return from Leave of Absence:

a. At least two (2) calendar weeks prior to the scheduled date of return to work, an employee on leave of absence is required to provide his/her Department Head with one of the following:

(1) Written confirmation of his/her intention to return to work on the scheduled date.

(2) A request to extend the leave of absence.

(3) Written resignation.

b. Should an employee fail to comply with a above, or refuses his/her pre-leave job, the employee is considered to have voluntarily terminated employment as of the scheduled date for his/her return to work.

c. An employee returning to work following a medical leave of absence (or extension) for a medical condition of the employee is required to provide, prior to returning to duty, a certificate from his/her attending physician stating the employee is able to return to work.

d. The Cherry Hill Public Library reserves the right to have an employee returning from a leave of absence (or extension) for a medical condition of the employee cleared by a physician designated by the Library, subject to compliance with applicable provisions of the Americans With Disabilities Act. In addition, the Cherry Hill Public Library reserves the right to refuse permission to have an employee return to work if, in its judgment, there exists a hazard to other employees or patrons, or the returning employee. To the extent that the employee is subject to the Americans With Disabilities Act, the applicable terms of that law will govern. In these circumstances, the employee will be notified of the library position in the matter in writing.

e. In situations not subject to the Americans With Disabilities Act, in the event of a difference in opinion between the employee's physician and the Library's physician regarding the employee's ability to return to work, the two physicians shall choose a third physician, whose opinion shall be binding after examining the employee. The expense of the third physician shall be divided between the employee and the Employer.

#### ARTICLE XIV - MISCELLANEOUS

1. Work days for part-time employees for purposes of sick leave, bereavement leave, vacation, holiday or personal days shall be calculated by adding the employees' regularly scheduled weekly hours and dividing those hours by five.
2. Employees shall have the right to inspect and copy the contents of their personal files.
3. The Employer shall provide a bulletin board situated in a conspicuous area for the employees' benefit.
4. The Employer agrees to provide a safe and healthy work environment for the employees.
5. No employee, except probationary employees, shall be disciplined, discharged, demoted or suffer the loss of any other privilege or benefit without good and sufficient cause.
6. New full and part-time nonprofessional and professional employees shall serve a probationary period of employment for six months and one year respectively. During the probationary period, the employee may be disciplined, suspended or dismissed at any time in the sole discretion of the Director. Such action shall not be subject to the grievance procedure or any other form of review.

#### ARTICLE XV - NON-DISCRIMINATION

The Employer agrees that the provisions of this Agreement shall apply equally to all employees and there shall be no intimidation, interference, or discrimination because of age, sex, marital status, race, religion, color, creed, national origin, handicap, political affiliation/activity, union activity, or conduct unrelated to the employment relationship.

ARTICLE XVI - HEALTH BENEFITS

1. All employees who work 35 hours a week or more covered by this Agreement, and their dependents, shall be covered by a health benefit program providing a level of benefits similar to those presently in force. Health benefits shall commence two months after date of hire, without cost to the employee.

2. All full-time employees (but no dependents) shall be covered by a dental plan providing a level of benefits similar to the dental plan presently in force without cost to the employee. Part-time employees (but not dependents) may be covered by the same plan but the cost shall be shared in accordance with the following schedule:

<u>Regularly Scheduled Work Hours</u>	<u>Percentage Paid by Library</u>
30 to 34	75%
25 to 29	60%
20 to 24	40%
12 to 19	25%

3. Each employee shall be responsible for all deductibles under the health and dental insurance coverage.

4. Any employee may choose to opt out of coverage under the health insurance or dental insurance by notifying the Library office in writing. Those employees who have opted out prior to March 26, 1999 shall be paid 50% of the then current premium savings that they were receiving prior to March 26, 1999, and any future payments will be capped at that amount.

Employees opting out after March 26, 1999, shall be paid 50% of the cost of single coverage on that date, and any future payments will be capped at that amount.



All payments of rebates will be made quarterly. Any such payments will be subject to usual payroll deductions. The difference in the rebates as a result of the implementation of these caps shall be distributed to the employees in the form of a bonus at the end of the fiscal year. Part-time employees shall receive their share of the bonus pro-rated by the number of hours worked.

5. No employee employed on January 1, 1996 shall suffer any loss in health or dental benefits under this article unless their hours are changed.

#### ARTICLE XVII - PENSION

All eligible employees shall be members of the New Jersey State Public Employees Retirement System and shall make contributions as required by law.

#### ARTICLE XVIII - MANAGEMENT RIGHTS

All rights and powers not expressly restricted or limited by the terms and conditions of this Agreement shall remain and be exercised at the sole discretion of the Employer.

#### ARTICLE XIX - UNION RIGHTS

The Union will notify the Employer, in writing, of the names of stewards who are designated to represent employees. Employees so designated will be permitted to confer with employees and the Employer on matters of employee representation without loss of pay so long

as their right is reasonably exercised, the Employer is notified in advance, and there is no interference with the normal conduct of library affairs.

Agents of U.F.C.W. Local 1360 who are not employees of the Employer will be permitted to visit the Library, upon advance notice to the Employer, for the purpose of conferring on employee representation matters, so long as this right is reasonably exercised and does not interfere with the normal conduct of work.

#### ARTICLE XX - CHECKOFF

1. The Employer agrees to deduct from the salaries of its employees who are members of the Union, dues for the Union. Such checkoff shall commence the month following the Employer's receipt of a properly signed and dated authorization card.

2. The aggregate deductions for all employees shall be transmitted to the Union together with a list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

3. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice thirty (30) days prior to the effective date of such change.

4. Such check off authorizations shall be administered in compliance with state law and the Union agrees to indemnify the Employer against any and all claims which might arise out of or by reason of action taken by the Employer in this regard.

5. The Employer agrees to deduct authorized credit union payments from the wages of employees upon receipt of proper written authorization. All such deductions and remittances shall be forwarded to the credit union office on a payroll basis.

6. The Employer agrees to deduct, upon receipt of written authorization from the employee, weekly payments in the amount of (\$.25) twenty-five cents or more from the wages of the Employee and to remit such sums to the designated agent for the Union's Political Action Committee in the same manner as set forth for Union Dues Checkoff.

#### ARTICLE XXI - WAGES

Effective January 1, 2002, 2003, 2004 by 3%, 3-1/2% and 3-1/2% over the previous years wages.

Part-time professional librarians covered by this Agreement shall receive not less than \$12.60 per hour.

Full-time professional librarians shall receive not less than \$23,100.00.

#### LETTER OF UNDERSTANDING

In addition to the wage increases set forth in Article XXI - Wages, the parties agree to meet to discuss possible wage increases at the discretion of the Employer, contingent upon favorable economic conditions.

CHERRY HILL PUBLIC LIBRARY

U.F.C.W. LOCAL 1360

By: \_\_\_\_\_  
Barbara Shapiro, Library Director

By: \_\_\_\_\_  
Tim Terifay

\_\_\_\_\_  
Dr. Stephen Barbell, President, Library  
Board of Trustees

\_\_\_\_\_  
Thomas Clapham

\_\_\_\_\_  
Kathleen Schwartz, Secretary, Library  
Board of Trustees

\_\_\_\_\_  
Jane Etter

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DATE

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DATE