

A G R E E M E N T

BETWEEN

**CAMDEN COUNTY LIBRARY COMMISSION
CAMDEN COUNTY, NEW JERSEY**

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
DISTRICT COUNCIL 71, LOCAL 1454, AFL-CIO
(Professional Unit)**

January 1, 2005 through December 31, 2008

TABLE OF CONENTS

PREAMBLE 4

I RECOGNITION 5

II SENIORITY 9

III WORK SCHEDULES 10

IV OVERTIME 11

V RATES OF PAY 12

VI LONGEVITY PAY 13

VII SICK LEAVE 14

VIII VACATION 17

IX LEAVES OF ABSENCE 19

X MILITARY LEAVE 20

XI EDUCATIONAL LEAVE 21

XII EMERGENCY OR SPECIAL LEAVE 22

XIII JURY DUTY LEAVE 23

XIV COURT APPEARANCE 24

XV MEDICAL LEAVE 25

XVI FAMILY AND MEDICAL LEAVE 26

XVII BEREAVEMENT LEAVE 27

XVIII PERSONAL LEAVE 28

XIX HOLIDAYS 29

XX RELIGIOUS HOLIDAYS 31

XXI EMERGENCY CLOSINGS 32

XXII	INSURANCE	33
XXIII	FRINGE BENEFITS	46
XXIV	WORK RULES	48
XXV	SAFETY AND HEALTH	49
XXVI	NON-DISCRIMINATION	50
XXVII	GRIEVANCE PROCEDURES	51
XXVIII	JOB POSTINGS	54
XXIX	MANTENANCE OF WORK OPERATIONS	55
XXX	MANAGEMENT RIGHTS	56
XXXI	UNION-MANAGEMENT LIAIASON COMMITTEE	58
XXXII	PROFESSIONAL CONFERENCES AND DUES	59
XXXIII	SEPARABILITY AND SAVINGS	60
XXXIV	FULLY-BARGAINED AGREEMENT	61
XXXV	ASSOCIATION RIGHTS AND PRIVILEGES	62
XXXVI	DUES DEDUCTIONS	63
XXXVII	PERSONNEL FILES	65
XXXVIII	REIMBURSEMENT FOR MILEAGE	66
XXXIX	UNION LEAVE	67
XL	DURATION OF AGREEMENT	68
APPENDIX A	SALARIES	69
EXHIBIT A,	LETTER OF UNDERSTANDING #1	70

PREAMBLE

This Agreement entered into this 12th day of April 2005, by and between the Camden County Library Commission, in the County of Camden, state of New Jersey, and the Camden County Library System Employees affiliated with the American Federation of State, County and Municipal Employees, District Council 71, Local 1454 AFL-CIO, hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Commission and the Union. The term of this Agreement is January 1, 2005 and December 31, 2008.

ARTICLE I

RECOGNITION

Section A. The Commission recognizes the Union as the exclusive bargaining representative for all professional, non-supervisory employees employed by the Commission including:

- Library Associate
- Librarian
- Senior Librarian
- Principal Librarian
- Principal Librarian Plus
- Community Service Worker
- Senior Community Service Worker
- Assistant Public Information Officer
- Public Information Officer
- Coordinator/Community Library Program
- Assistant Administrator Cultural and Heritage Affairs
- Systems Analyst
- Network Administrator

Excluding managerial executives, supervisory employees within the meaning of the New Jersey Civil Service Statutes, N.J.S.A. 11:1-1m et seq., confidential employees, non-professional employees, Supervising Librarian and Associate Library Director.

Section B. Recognition hereunder shall not be interpreted as having the effect of abrogating in any way the rights of employees as established under Chapter 303, Laws of 1968, N.J.S.A. 34:13A-1 et seq. or the responsibilities of the Commission under applicable statutes, regulations and ordinances.

Section C. The term “employee” or “employees” as used in this Agreement shall refer only to the individuals employed in the classifications set forth in Article I Section A and shall include males and females.

Section D. The term “full-time employee” shall refer only to an employee who regularly and customarily is scheduled to work at least thirty-five (35) hours per week or more on a year-round basis.

Section E. The term “part-time employee” shall refer only to an employee who regularly and customarily is scheduled to work less than thirty-five (35) hours per week on a year-round and permanent basis.

Section F.

- (1) A “temporary employee” shall refer only to an employee a) who is hired for a period of up to four (4) months and is so informed at the time of hire, or b) who is hired for the duration of a special project or group of assignments, or c) is hired to replace an employee who is on vacation or on any contractual leaves of absence provided herein.
- (2) The four (4) month period may be extended at the option of the Commission to an additional four (4) months or for the entire length of a contractual leave and the said employee shall still be considered a temporary employee.
- (3) Upon the return of the temporarily replaced employee, or the expiration of the temporary employment, the Commission may either terminate the temporary employee or retain the temporary employee in a unit classification as set forth in Article I Section A. In the event the said employee is retained, he/she shall be covered by the terms of this Agreement in the same manner as all newly hired regular full-time and regular part-time employees.

Section G.

- (1) A “casual employee” shall refer only to an employee who is not scheduled to work on a regular and frequent basis by the Commission, but who may be called in from time to time when the Commission deems necessary.
- (2) A casual employee, as defined herein, shall not be covered by the terms and conditions of this Agreement during his/her period of casual employment.

Section H. A “provisional employee” shall refer only to an employee who is not otherwise permanently appointed or assigned to a job classification having yet to be certified or successfully qualify for the position under the terms, requirements and procedures of the New Jersey Department of Personnel.

Section I. A “permanent employee” shall refer only to an employee who has successfully passed an open competitive or promotional examination, has been appointed and has satisfactorily completed the probationary period set forth in this Agreement, or an employee in a non-competitive position who has satisfactorily completed the probationary period hereunder.

Section J. Agency Shop.

- (1) The commission agrees to deduct the fair share fees from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union. Thirty (30) days after employment agency shop dues are to be deducted. Ninety (90) days after employment, they are eligible to join the Union and the full amount is to be deducted with notification.
- (2) The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment shall also be furnished to the New Jersey Public Employment Relations Commission.
- (3) The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.
- (4) The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Commission or the County of Camden Government.
- (5) The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Commission or any other agency of the County of Camden Government or require the Commission or any such agency to take any action other than to hold the fee in escrow pending resolution of the appeal.

- (6) The Union hereby indemnifies, agrees to defend, and saves harmless the Commission and any and all other agencies of the County of Camden Government against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Commission or any such agency in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Commission or any such agency, or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union, advising of such changed deduction.

Section K. Director. The term "Director" shall refer to the individual who, at any time during the term of this Agreement, is appointed by the Commission as the Director of the County Library.

ARTICLE II

SENIORITY

Section A. Seniority is defined as an employee's length of service with the Commission, beginning with his or her most recent date of hire.

Section B. The Commission shall maintain an accurate, up-to-date seniority roster showing the most recent date of hire, date in title, classification and rate of pay of each employee covered by the Agreement, and the Commission shall furnish copies of same to the Union upon reasonable request.

ARTICLE III

WORK SCHEDULES

Section A. The regularly scheduled work week shall consist of any five (5) days from Monday through Saturday.

Section B. The regularly scheduled work week shall consist of thirty-five (35) hours per week which shall include no more than two (2) nights per week.

Section C. The Library Director shall be entitled to schedule full-time employees no more than twenty-six (26) weekend days (Saturday and Sunday) per year.

Section D. Sunday, when worked, is assigned by the Department Supervisor and shall be compensated in the form of compensatory time off at the rate of seven (7) hours for each Sunday worked. Compensatory time earned in this manner must be used during the same pay period as the Sunday worked.

Section E. Employees called in by their supervisor or designated to work in an emergency, will be paid for four (4) hours work or the actual number of hours worked, whichever is greater.

Section F. Employees who work a split workshift at the request of their Supervisor will receive one (1) hour additional pay for travel time plus mileage to and from home. No additional pay (salary or mileage) will be given if the split workshift is at the employee's request.

ARTICLE IV

OVERTIME

Employees required by their supervisor to work overtime shall be paid overtime after seven (7) hours in any day or after thirty-five (35) hours in any work week at the rate of time and one-half the employees' hourly rate of pay. The employees shall have the option of taking pay or compensatory time.

ARTICLE V

RATES OF PAY

Section A. The pay rates for all employees covered by this Agreement shall be increased as set forth in Appendix A. New or additional employees to be hired during the term of this Agreement shall be governed by the pay scale.

Section B. When employees receive a promotion, they will move to the new grade and will be placed not more than two steps below the step that they were in previously. The new salary will not reflect less than a five percent (5%) increase. If the salary is below the five (5%) increase, employees will be raised to the next step in the new grade.

Section C. An employee who performs work in a higher paid classification than his or her own shall be certified for such work after he or she has performed such work for three (3) consecutive weeks full time. Employees undergoing on-the-job training will not be considered as performing work in a higher paid classification. Such on-the-job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on-the-job training will be paid at the rate of his or her own classification.

Section D. If a person is required to carry an electronically operated pager and responds during non-work hours, he/she will receive a payment of \$874.00 for each cumulative six (6) month period within a calendar year when the employee is required to carry the pager. Such payment(s) shall be made to the employee(s) at the end of each calendar year, pro-rated for time periods less than, or in excess of, a cumulative six (6) month period within the calendar year. Pro-rated payments shall be calculated based on minimum time periods of at least one month.

ARTICLE VI

LONGEVITY PAY

Section A. Effective January 1, 1997, the longevity payment was disbursed as regular salary, paid in the employees' paycheck.

Section B. Eligible employees are defined as those who were in full-time status prior to January 1, 1994.

ARTICLE VII

SICK LEAVE

Section A. For purposes herein, sick leave is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of the position, exposure to contagious disease, a short period of emergency attendance upon a member of the immediate family critically ill and requiring the presence of such employee. The need to attend a member of the immediate family must be certified in writing by the attending physician.

Section B. Immediate family is defined as father, mother, spouse, child, foster child, sister, brother, grandmother, grandfather or grandchild of the employee. It shall also include other relatives of the employee residing in the employee's household.

Section C. All permanent and provisional employees shall be entitled to sick leave with pay. Permanent and provisional part-time employees receive sick leave on a prorated basis. Employees on an hourly or seasonal basis are not eligible.

Section D. Sick leave with pay shall accrue at the rate of one (1) working day for each month of service from the date of appointment up to and including December 31, next following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter.

Section E. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate from year to year, and the employee shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave will not be advanced.

Section F. If any employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above rule, the Director of the Library may require acceptable medical evidence in writing. The nature of the illness and the length of time the employee will be absent should be stated on the doctor's certificate.

Section G. The Director of the Library may at any time require an employee seeking sick leave to submit acceptable medical evidence whenever it appears reasonable. If sick leave is not approved, the time involved during which the employee was absent may be charged at the Director's discretion to vacation credit. Otherwise the employee will suffer loss of pay for such time.

Section H. Employees anticipating the use of sick leave in the future will notify the immediate supervisor as far in advance as possible.

Section I. An employee who does not expect to report for work on any working day for any reason listed above, shall notify the office by telephone or personal messenger within thirty (30) minutes prior to the starting time of that employee. Failure to do so may result in the loss of pay for the period of absence.

Section J. Abuse of sick leave may be a cause for disciplinary action.

Section K. Retiree's sick leave. Permanent employees with twenty (20) years or more of continuous service in the Camden County Library and/or Camden County, and who retire at age sixty-five (65) or over will be entitled to receive payment options at retirement as follows:

- (1) lump sum at retirement – One half (1/2) of a maximum of twenty-six (26) weeks of accumulated sick leave at retirement (maximum 455 hours for full-time employees, prorated for part-time employees).
- (2) payment toward the employee's health benefits costs after retirement – One half (1/2) of a maximum of twenty-six (26) weeks of accumulated sick leave at retirement (maximum 455 hours for full-time employees, prorated for part-time employees). In case of the death of the retiree, any unexpended payment toward the retiree's health benefits shall be calculated and paid to the estate.
- (3) Prorated and added to the employee's salary and disbursed in the employee's twenty-six (26) bi-weekly paychecks during the last year of employment – Three quarters (3/4) of a maximum of twenty-six (26) weeks of accumulated sick leave at retirement (maximum 683 hours for full-time employees, prorated for part-time employees). One year's notification is required for this option.
- (4) Prorated leave taken over the course of the last year of employment – Three quarters (3/4) of a maximum of twenty-six (26) weeks of accumulated sick leave at retirement (maximum 683 hours for full-time employees, prorated for part-time employees). Scheduling of the leave shall be distributed throughout the year at the mutual agreement of the employee and the supervisor. One year's notification is required for this option.

- (5) Divided into three equal payments to be disbursed in the three years following retirement – One-half (1/2) of accumulated sick leave. In case of the death of the retiree, any unexpended payment toward the retiree's health benefits shall be calculated and paid to the estate.

ARTICLE VIII

VACATIONS

Section A. Employees shall be entitled to vacation on the following basis:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>
0-5 years of service	20 days per year
6-10 years of service	22 days per year
over 10 years of service	24 days per year

Section B. During the fifth (5th) and tenth (10th) year of employment, employees having an employment date falling between January 1 and June 30 will receive one (1) extra vacation day for that year only.

Section C. Periods of a leave of absence, without pay shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation time.

Section D. Permanent and provisional part-time employees shall receive vacation credits on a prorated basis.

Section E. If within any calendar year the vacation or any part thereof cannot be taken by an employee because of the manpower needs of the Library, such vacation or any part thereof not taken may accumulate and shall be granted during the next succeeding calendar year only.

Section F. Employees terminating employment will be paid for any unused, earned vacation credits. If any employee has used vacation credit in advance of earning them at the time of termination, the employee will be required to reimburse the Library for the advance vacation credit used.

Section G. Upon the death of an employee, any earned vacation time not used shall be calculated and paid to the estate.

Section H. A vacation schedule will be posted each June 1 in the Department or Branch. Changes after this date may be made with the supervisor's approval and notification to the Director of the Library.

Section I. In case of conflict, first choice of any given time will be on the basis of (1) Library service and programs, (2) employee's seniority, and (3) prior approval.

Section J. Vacation entitlement, as set forth above, may be taken by an employee in half-hour units or greater, in any amount not to exceed the employee's total vacation entitlement. Should an employee opt to exercise his or her vacation time in half-hours, the employee must make a request to do so to his or her supervisor, and secure his or her immediate supervisor's approval prior to scheduling such vacation.

Section K. If an employee becomes ill or there is a death of a family member covered under Article XVII, Bereavement Leave, the employee shall inform the employer and the vacation time shall be changed to reflect sick leave or bereavement.

ARTICLE IX

LEAVES OF ABSENCE

Section A. Leave of absence shall be defined as an authorized absence from work with or without pay which is not chargeable to sick leave, vacation leave, sick leave injury, or accumulated compensatory time.

Section B. Permanent employees may request a leave of absence without pay for good cause not to exceed six (6) months.

Section C. All requests for leave of absence without pay must be approved by the Director of the Library.

Section D. If extended leave is required, an additional six (6) months may be considered at the request of the Director of the Library for approval by Civil Service, as aforesaid.

Section E. Employees may return to work prior to the expiration of their approved leave of absence upon making appropriate arrangements with the Director of the Library at least fifteen (15) days prior to their anticipated return, in the case of leaves of three (3) months or less, and at least thirty (30) days prior to their return in the case of leaves of more than three (3) months.

ARTICLE X

MILITARY LEAVE

Section A. Military leave will be granted in accordance with New Jersey State Statutes and Rules and Regulations.

ARTICLE XI

EDUCATIONAL LEAVE

Section A. Permanent full-time employees may request reimbursement for tuition of job related, pre-approved courses designed to improve job skills for which the employee has received a satisfactory grade (C or above). Tuition shall be reimbursed upon completion of the course.

Section B. Full-time employees may choose between one half day off per week for the duration of the course or the tuition reimbursement.

Section C. An employee is not entitled to be reimbursed when tuition is being paid from another source such as a scholarship.

Section D. The maximum reimbursement per employee per year shall not exceed the per credit hour cost at the State University of Rutgers for two courses.

ARTICLE XII

EMERGENCY OR SPECIAL LEAVE

Section A. Permanent employees shall be given time off without loss of pay when they are required to perform emergency civilian duty in relation to national defense or other emergency declared by the Governor of New Jersey or President of the United States.

ARTICLE XIII

JURY DUTY LEAVE

Section A. Any employee called to jury duty as certified by the Clerk of the Court shall be granted time off without loss of pay, subject to the following conditions:

- (1) The employee must notify his/her supervisor immediately upon receipt of a summons for jury services;
- (2) The employee has not voluntarily sought jury service; and
- (3) The employee submits adequate proof of the time served on jury duty.

Section B. If, on any given day, an employee is attending jury duty, and he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

ARTICLE XIV

COURT APPEARANCE

Section A. Any employee subpoenaed to appear as a witness before a court, legislative committee or quasi-judicial body for actions and/or conduct arising out of his/her employment with the Library will be excused for the time of the appearance without loss of pay, as long as such appearance is not a consequence of conduct by the employee which violates Article XXIX of this Agreement (Maintenance of Work Operations).

ARTICLE XV

MEDICAL LEAVE

Section A. An employee who is temporarily either mentally or physically incapacitated to perform his or her duties or for any good reason as determined by the Director may be granted special leave of absence, without pay. Such leave shall be granted at the Director's sole and exclusive discretion. Any employee seeking such special leave shall submit his or her request, in writing, stating the reason why, in his or her opinion, the request shall be granted, the date when he or she desires the leave to begin and the probable date of his or her return to duty. Before returning to work, the employee must present a note from the attending physician stating that she/he is fit to perform the job. Any temporary exception must be noted by the physician.

ARTICLE XVI

FAMILY AND MEDICAL LEAVE

Section A. Employees shall be granted leave in accordance with the New Jersey Family Leave Act and the Federal Family and Medical Leave Act of 1993 or their successor legislation.

ARTICLE XVII

BEREAVEMENT LEAVE

Section A. In the event of death of an employee's spouse, child, parent, step-parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandchild, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed five (5) working days, notwithstanding the occurrence of the funeral of said relative prior to the expiration of such five (5) working days.

Section B. In the event of death of an employee's grandparent or relative residing in the employee's household, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days, notwithstanding the occurrence of the funeral of said relative prior to the expiration of such three (3) working days.

Section C. Employees should notify their supervisors as soon as possible when such leave is needed. Confirmation of death is required upon return from such leave.

ARTICLE XVIII

PERSONAL LEAVE

Section A. All full-time employees shall be entitled to three (3) personal leave days per year, after the first year of such full-time employment, for necessary, and important personal reasons.

Section B. Necessary important personal reasons shall include, but not be limited to: property settlement, religious holiday, christening, marriage in immediate family, or the accomplishment of personal business which can only be carried out on the day for which leave is sought.

Section C. Permanent part-time employees will be entitled to personal business days, prorated, for emergencies not covered by other provisions, with approval from the Director of the Library.

Section D. Personal leave shall not normally be taken in conjunction with vacation or sick leave or after a holiday, and must be taken in the year given. Personal business days are not cumulative.

Section E. Requests for personal leave must be submitted to the employee's immediate supervisor for approval at least three (3) days in advance of the leave day(s) sought.

Section F. Recognizing that emergencies arise which do not allow for advance notification, an employee may request personal leave by notifying the administration office of the Library of the nature of the emergency. Such emergency shall be limited to those that either endanger life or health such as a failure in the heating system during winter months; make transportation to work impossible, such as a dead battery; or a family event of an important nature, such as a birth. Repair of household appliances, installation of furnishings and the like do not constitute an emergency, and must be arranged on the employee's own time.

Section G. Personal leave time may be taken in half-hour units.

ARTICLE XIX

HOLIDAYS

Section A. The following holidays are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Eve (1/2)
	Christmas Day

The Library will be open on Good Friday. Employees are entitled to a floating holiday, to be used within six (6) weeks of Good Friday. Employees must notify the supervisor of their intended floating holiday date no later than two (2) weeks prior to the date.

Section B. All employees shall be entitled, as an additional holiday, to a day off for their birthday. Such holiday must be taken within seven (7) days of the employee's actual birthday with the approval of the employee's supervisor.

Section C. All employees shall be entitled to an additional one-half (1/2) holiday, at the employee's option, approved in advance by the employee's supervisor.

Section D. Those employees required to work on a holiday shall receive time and one-half for the hours worked on the holiday, in addition to pay for the day. The employee shall have the option of taking pay or compensatory time.

Section E. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees whose work week is Monday through Friday will receive Friday as the holiday. Those who are normally scheduled to work on a Saturday will receive Saturday as the holiday. When the holiday falls on a Sunday, employees whose work week is Monday through Friday will receive Monday as the holiday. Those who are normally scheduled to work on Sunday will receive Sunday (7 hours) as the holiday. It is specifically understood that there shall be only one day of celebration in the event that holidays are celebrated on a day other than the actual date of said holiday, and no additional pay shall be received because of the adjustment on the date of celebration.

Section F. Any employee absent on the day before or the day after a holiday, due to illness, must present a doctor's note in order to be paid for that day.

Section G. Should an official holiday occur while an employee is on paid sick leave or vacation, the employee shall not have the holiday charged against sick leave or vacation.

ARTICLE XX

RELIGIOUS HOLIDAYS

Section A. Employees may use personal days, vacation days, or compensatory time for the observance of established religious holidays, other than those listed as paid holidays.

Section B. In the event that personal days, vacation days, and compensatory time have been exhausted, absence for religious observance will be charged to the employee as leave without pay.

ARTICLE XXI

EMERGENCY CLOSINGS

Section A. All employees will be expected to report as scheduled unless notified that the Library will be closed, in which case the employees will receive their regular pay, if they were scheduled to work.

Section B. If an employee cannot report to work because of severe weather conditions, or other emergency, the time lost from work will be charged against accumulated vacation time or personal days.

Section C. In the event that no time is accumulated, the time lost from work will be charged as time off without pay.

Section D. If an employee is unable to report for work, the employee must call in to report the absence to the supervisor as soon as possible on the work day.

Section E. If an emergency closing falls on an employee's vacation or prearranged personal business day, the time will still be charged to arranged leave. If the library closes for part of a day because of inclement weather or other emergency, sick time or emergency personal leave will be charged only for the time the library was open.

Section F. The Commission reserves the absolute right, and sole discretion, to determine whether its facilities, or any individual facility or branch, shall be closed by reason of emergency.

ARTICLE XXII

INSURANCE

Section A. Effective the signing of this Agreement, all employees will have the choice of enrolling in the Preferred Providers program (PPO) pursuant to the plan description in effect January 1, 2000, or any of the HMOs. The traditional self-insured indemnity plan will not be an option. The county agreed that in the event that a dependent or a retiree resides in a location that is not covered by the network, the County will enroll that dependent or retiree in the traditional self-insured indemnity plan. A location that is not covered by the network is defined for the purposes of this clause as one that is twenty (20) or more miles away from a network physician and/or hospital.

1. Effective as of the signing of the agreement, employees shall pay in accordance with the following prescription co-pay schedule:

Employee Salary Under \$30,000 –

<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
Brand Name	7%	Brand Name	8%
Generic	7%	Generic	8%
Minimum Co-pay	\$2	Minimum Co-pay	\$5
Maximum / Prescription Co-pay	2% of weekly base rate	Maximum / Prescription Co-pay	2% of weekly base rate

Annual Maximum – 1.5% of average annual salary
Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 20%

Employee Salary \$30,000 up to \$50,000 –

<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
Brand Name	10%	Brand Name	12%
Generic	10%	Generic	12%
Minimum Co-pay	\$3	Minimum Co-pay	\$6
Maximum / Prescription Co-pay	2% of weekly base rate	Maximum / Prescription Co-pay	2% of weekly base rate

Annual Maximum – 1.75% of average annual salary
Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 25%

Employee Salary \$50,000 up to \$70,000 –

<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
Brand Name	15%	Brand Name	20%
Generic	15%	Generic	20%
Minimum Co-pay	\$5	Minimum Co-pay	\$8
Maximum / Prescription Co-pay	2% of weekly base rate	Maximum / Prescription Co-pay	2% of weekly base rate

Annual Maximum – 2% of average annual salary
Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 30%

Employee Salary over \$70,000 –

<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
Brand Name	20%	Brand Name	25%
Generic	20%	Generic	25%
Minimum Co-pay	\$8	Minimum Co-pay	\$12
Maximum / Prescription Co-pay	4% of weekly base rate	Maximum / Prescription Co-pay	4% of weekly base rate

Annual Maximum – 2.25% of average annual salary
Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 40%

For the purposes of the above schedules, the weekly base rates and annual salaries shall be calculated once per year. Average weekly base rate and average annual salary shall be separately calculated for each of the salary categories using the weekly base rates and annual base salaries for all benefit eligible employees in each separate category at the time of the calculation.

The percentage co-pays set forth above are based on the retail and/or mail order cost to the County for the prescription purchased. Only one co-pay shall be charged for a mail order prescription for up to a ninety (90) day supply.

After the retail purchase of three (3) consecutive months of a maintenance prescription drug, the prescription co-pay for such maintenance drug thereafter shall be in accordance with the maintenance prescription co-pay shown in the above schedules, with no maximum, if not ordered through the available mail-in procedures. However, if the prescription drug cannot be prescribed for ninety (90) days or cannot be mailed then the employee shall pay only the appropriate co-pay (generic or name brand as set forth

above). The decision of the County to require a maintenance prescription drug co-pay shall be appealable through the grievance procedure.

2. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the state formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies “dispense as written”, the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and the non-generic prescription drug in addition to the co-pay.
3. Employees are encouraged to utilize the services of “Preferred Providers” (PPO). The county will be responsible for designating such “Preferred Providers”. This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the County’s self-insured program.
 - a. Employees will be advised by the County of the designated “Preferred Providers” and may sign up on a voluntary basis at any time during the calendar year for one (1) full year. At the end of the year, an employee may opt out of the “Preferred Provider” and revert back to the standard County insurance plan.
 - b. Certain other “Preferred Providers” as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
 - c. Notwithstanding the provisions of (a) above, employees may opt out of a “Preferred Provider” program during the period of open enrollment in order to enroll in an HMO program.
4.
 - a. In the event any participant covered by the County’s self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the county’s self-insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
 2. Cataract Removal
 3. D & C (Dilation & Curettage)
 4. Hemorrhoidectomy
 5. Herniorraphy
 6. Hysterectomy
 7. Knee surgery
 8. Spinal & Vertebral Surgery
 9. Ligation & Stripping of Varicose Veins
 10. Mastectomy or other Breast Surgery
 11. Prostatectomy
 12. Submucous Resection
 13. Tonsillectomy and/or Adenoidectomy
- b. All hospitalization of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-certifying Administrator to arrange for this pre-certification. Denial decisions by the Certification Administrator may be appealed to the County Director of Insurance who shall be bound by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedure. If any employee does not follow this procedure, the County's self-insurance plan will only pay fifty percent (50%) of the costs associated with the selected procedure.
5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

1. Tonsillectomy and/or Adenoidectomy
 2. Simple hernia repair
 3. Excision of skin lesions and cysts
 4. Minor gynecological procedures
 5. Cataract Removal
 6. Dilation and Curettage
 7. Tubal Ligation
 8. Knee Surgery
 9. Bunionectomy
 10. Submucous Resection
 11. Biopsies
 12. Correction of Hammer Toes
 13. Removal of Foreign body
 14. Vasectomies
 15. Bronchoscopy
 16. Laryngoscopy
 17. Minor Fractures
6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstance require that the procedure be performed in a hospital.
7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
8. Participants in the County's self-insured health benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error up to a maximum of \$100 per bill.

9. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
10. Effective upon date of signing, Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
11. Effective upon date of signing, benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of twelve (12) visits per year unless a physician's order requires otherwise.
12. The County's self-insured health benefits program is a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retirees claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover – as if it were the primary plan.
13. All employees hired between July 6, 1993 and October 10, 1995 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

Years of Employment	Percentage of Co-Pay
1	20%
2	16%
3	12%
4	8%
5	4%
6	0%

All new employees hired after October 10, 1995 shall be required to pay a portion of the premium cost for health care and prescription coverage selected in accordance with the following schedule:

Years of Employment	Percentage of Co-Pay
1	20%
2	18%
3	16%
4	12%
5	10%
6	8%
7	4%
8	0%

All new employees hired after the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

Years of Employment	Percentage of Co-Pay
1	20%
2	20%
3	17%
4	17%
5	13%
6	13%
7	10%
8	10%
9	10%
10	10%
11	0%

The amount paid by any employee shall not exceed five percent (5%) of gross salary. Effective January 1, 2001, the employee co-pay, however will be reduced on an annual basis if the employee joins the lowest cost major medical plan available at the annual period of open enrollment. The employee shall be entitled to a credit at that time towards their co-pay of the percentage difference between the lowest cost major medical plan available and the average cost of all the other major medical plans available. This average cost shall be determined by combining the costs of all of the County HMOs at their current rate with the costs of the County's self-insured PPO plan at the prior year's rate, subtracting the lowest cost plan, and then dividing the remaining costs by the remaining total number of plans. Average costs shall be separately calculated for each type of coverage, i.e. single, husband/wife, parent/child and family. The employee must remain in the lowest cost plan for the entire year in order to be entitled to the credit. If at any open enrollment period an employee elects not to remain in the lowest cost major medical plan, the applicable employee percentage co-pay pursuant to this section shall be based solely on the employee's years of employment with the Library. If an employee with the County Library is laid-off and subsequently returns to work with the County Library, all continuous service prior to the lay-off shall count as "years of employment" for the purposes of determining co-pay in the above schedules.

14. All participants who retired from the County through December 31, 1992 with less than twenty-five (25) years of service with the County, but more than five (5) years of service with the County, shall continue to receive all health benefits in accordance with Section A above, and at the same cost

to the participant as currently exists as of the effective date of this Agreement. All such employees who retire from the County with five (5) years of service or less with the County as their date of retirement shall be entitled to receive all health benefits as set forth in Section A above at a cost of fifty percent (50%) of the actual cost for the type of coverage selected by participants as established by the County and adjusted on an annual basis.

All participants who retired from the County on or after January 1, 1993 through December 31, 1995, shall be entitled to receive all health and prescription benefits as set forth in Section A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on an annual basis.

Years of County Service	Participant Co-Pay
0 up to 5 years	COBRA coverage only
5 up to 10 years	15%
10 up to 25 years	10%
25 or more years	0%

All participants who retired from the County on or after January 1, 1996 through June 30, 2003, shall be entitled to receive all health and prescription benefits as set forth in Section A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on an annual basis.

Years of County Service	Participant Co-pay
0 up to 10 years	COBRA coverage only
10 up to 15 years	20%
15 up to 20 years	15%
20 up to 25 years	10%
25 or more years	0%

All participants who retire from the County on or after July 1, 2003 and who at the time of retirement: (a) have retired on ordinary disability pension, or (b) have at least 25 years of service credit in the State or locally administered retirement system, or (c) are age 62 or older with at least 15 years of County service shall be entitled to receive all health and prescription benefits as set forth in Section A above at a cost for the actual type of coverage selected by the participant as set forth in the following

schedule, with the premium cost established by the County and adjusted on an annual basis:

Years of Employment	Percentage Co-pay
0 up to 10	COBRA coverage only
10 up to 15	20%
15 up to 20	15%
20 up to 25	5%
25 or more	0%

Prior years of employment with the Library/Camden County shall count as “Years of Employment” for the purpose of determining the appropriate co-pay set forth above.

The County will pay one hundred percent (100%) of the health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired on an accidental disability pension.

Any participant who is ineligible for retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed one hundred and twenty (120) days at a cost of fifty percent (50%) of the County’s actual cost.

Any retiree age sixty-five (65) or older who is receiving health benefits from the Library through an HMO must enroll in a Medicare plan no later than three (3) months after retirement, and remain so enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an area which is not served by their current provider.

Reimbursement for the premium cost of the Medicare Part B when an employee or his/her spouse reach age sixty-five (65) will be paid for those employees currently enrolled and receiving such payment.

Reimbursement will also be paid to those employees who have registered for the Medicare Part B for six months prior to retirement.

14. A. A dependent is defined as:
 - a. A child who has not attained age 19, is unmarried, depends on the employee or spouse for at least half of his support and maintenance, does not have and is not eligible for health coverage through his place of employment, if any, is

classified as a dependent on the employee's federal income tax form, is a dependent according to the Internal Revenue Code and its regulations, and is:

- (1) A natural born child or stepchild of the employee or the employee's legal spouse who resides with either the employee or his legal spouse or both.

However, a natural born child of the employee or the employee's spouse who was born out of wedlock must reside with the employee. The County may waive this residency requirement if a court decree specifies that the employee is responsible for the child's health care expenses.

- b. A child as defined in sub-paragraphs 1a, b or c above and who (a) the county determines is incapable of self-sustaining employment by reason of mental retardation or physical handicap; and (b) became so incapable prior to attainment of age nineteen (19) and while covered under this contract.

Note: Proof of this handicap must be submitted to the County within thirty-one (31) days of the last day of the calendar year in which the child attains age nineteen (19). Proof must be submitted within sixty (60) days of the child's birth date every two (2) years thereafter unless the County specifies otherwise.

- c. A full time student at an accredited institution of higher learning who has not attained age twenty-three (23) and is:
 - (1) Unmarried.
 - (2) An eligible child as defined in paragraph a above (except for the age limit in that paragraph), and
 - (3) Principally dependent upon the employee for support and maintenance.

Section B. The County will pay health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired after twenty-five (25) years of service with the County.

Section C. During the term of this Agreement, there shall be no change in the Group Hospital Medical Plan presently maintained and paid for by the Commission on behalf of the employees, except in the case of a new plan that is the equivalent or better.

Section D. All new employees are to be advised of the Hospital Plan at the time of hire.

Section E. Eligible employees covered by this agreement may choose, in writing, to participate in the “Optional Health Benefits Program.” Participation in this program is totally voluntary and is intended for those eligible employees who are covered by health insurance coverage through a working spouse who is not also employed by the County or who decides not to maintain the County’s health coverage. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement from another public entity in New Jersey are not eligible for opt out.

1. If an employee chooses to participate in this program and selects one of the options set forth below, the employee shall receive the monetary incentive specified.
2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. If an employee chooses to participate and then the spouse’s coverage is terminated, upon proper verification of termination, the County will immediately and retroactively to the date of cessation of the spouse’s coverage restore the employee, his or her spouse or dependents to coverage under the County insurance plan for the remainder of that year. If the employee desires to reinstate HMO coverage, he or she will be required to wait until the next open enrollment. Where an employee participates in the program for less than one full year, the County shall be entitled, through payroll deductions, to recoup the prorated balance of the incentive paid. The employee shall authorize the payroll deductions, in writing, at such time as the employee opts to participate in the program.
3. No health and/or prescription opt out is permitted for spouses or dependents if both are on the County/Library payroll and would otherwise be eligible for benefits. However, such employees who are currently receiving opt out will be permitted to continue to receive an opt out payment until the first pay period of 2009, in declining percentage amounts over the term of this contract as follows. As of the first pay period of 2005, these employees will receive 80% of the amount they otherwise would have been paid as set forth in (a) below. Effective the first pay period of 2006, they will receive 60% of the opt out amount they would otherwise have received. Effective the first pay period of 2007, they will receive

40% of the opt out amount they would otherwise have received. Effective the first pay period of 2008, the amount will be reduced to 20%. Effective the first pay period of 2009 and thereafter, opt out payments will cease in entirety. This schedule for the reduction and elimination of opt out payments for such employees will be applicable to both active employees and those who retire during the term of this Agreement.

- a. All employees who are entitled to receive opt out and are not subject to the phase out set forth above and who elect to participate shall be paid the following amounts on a monthly basis.

Opt Out

<u>Change in Coverage</u>	<u>Opt Out Amount Paid</u>
From Family to No Coverage	\$415.83
From Parent/Child to No Coverage	242.13
From Husband/Wife to No Coverage	307.94
From Single to No Coverage	143.16
From Family to Parent/Child Coverage	173.70
From Family to Husband/Wife Coverage	107.89
From Family to Single Coverage	272.68
From Parent/Child to Single Coverage	98.98
From Husband/Wife to Single Coverage	164.79

Prescription Benefits

- | | |
|--------------------------------------|----------|
| From Family to No Coverage | \$174.33 |
| From Husband/Wife to No Coverage | 174.33 |
| From Parent/Child to No Coverage | 102.63 |
| From Single to No Coverage | 60.29 |
| From Family to Parent/Child Coverage | 71.71 |
| From Family to Single Coverage | 114.04 |
| From Parent/Child to Single Coverage | 42.34 |
4. The incentive payments provided shall be paid monthly and appropriate deductions shall be made from the gross incentive amount.
 5. The optional health benefits program shall be available to all new eligible employees effective 1st of the month following their first 60 days of employment and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees.

6. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

Section F. Effective upon the signing of this agreement, the county shall provide as a covered benefit:

- (1) mammogram once yearly for all female employees and/or dependents over age forty (40), or more frequently, at an earlier age, if a physician so prescribes; and
- (2) pap smears of the type prescribed by the employee's or dependent's physician at least once annually; and
- (3) Effective January 1, 2004, the County shall provide all prescription contraceptive medications and devices as a covered benefit.

Section G. From the 1st of January 2005 until the signing of the agreement, all participants in an HMO shall be subject to a five dollar (\$5.00) co-pay for all visits to a primary physician. Effective upon the signing of this Agreement, all participants in an HMO and the PPO shall be subject to a co-pay of ten dollars (\$10.00) for all visits to a primary physician and a co-pay of fifteen dollars (\$15.00) for all visits to a specialist.

Section H. Employees who retired subsequent to December 31, 2000 who are enrolled in the County's traditional major medical plan shall have a yearly deductible of two hundred dollars (\$200) for single coverage/three hundred dollars (\$300) for family coverage.

Section I. The County shall implement a Section 125 Premium Conversion Plan which will permit the payment of certain employee contributions to pre-tax dollars.

Section J. Effective upon the signing of this agreement, coverage for dependents shall be standard in all health and prescription plans. Coverage shall end for the children of eligible employees at age 19 if the child is not a full-time student and at age 23 if the child is a full-time student. Dependents who are permanent dependents due to a disability shall continue to be a covered dependent notwithstanding any age requirement.

ARTICLE XXIII

FRINGE BENEFITS

Section A. Temporary Disability: When an employee is injured on duty, he or she shall receive Worker's Compensation due him or her plus the difference between the amount received as compensation to him or her and his or her net salary, not gross, during the period of temporary disability only, up to a maximum of forty-five (45) working days. Thereafter, in the event of continued temporary disability beyond the forty-five (45) day period, the employee shall receive Worker's Compensation and his or her salary during the period of temporary disability only; which difference shall be charged to his/her sick leave and provided further that the employee signs a form authorizing the Commission to charge the time lost to sick leave.

Section B. Breaks/Meals: Full-time employees scheduled for a seven (7) hour day will be scheduled for one fifteen (15) minute break for each 3.5 hours worked. These breaks may not be combined with the meal break. Employees working four (4) hours per day will be scheduled for a fifteen (15) minute break. These breaks are paid time and are not accruable. Employees working seven (7) hours will be scheduled for an additional hour unpaid meal break. Those working six (6) hours will be scheduled for an additional half-hour unpaid meal break. Meal breaks will not be scheduled at the beginning or end of the shift.

Section C Dental Benefits: The Commission shall pay monthly to the Union, the amount of \$22 per employee in 2005 and 2006 and \$23 per employee in 2007 and 2008, to include all employees who work twenty (20) hours or more per week. The dental plan shall continue for the duration of this Agreement under the terms and conditions set forth in the original Agreement with the John D. Kernan Dental Plan. All new employees shall become eligible for the plan after ninety (90) days. The Commission shall have the right to have the Union Dental Plan fund account audited at its option.

Section D. Public Employment Retirement:

- (1) All employees shall be covered by the Public Employment Retirement System in accordance with New Jersey Statutes.
- (2) Employee pension contributions and the payment of loans to the pension program will be deducted in equal payments from the first two (2) salary payments to an employee in each month.

Section E. Computer Glasses: Regardless of medical coverage, employees who work three and one-half (3 1/2) hours or more a day at a VDT shall have an eye examination annually and, if it is determined by the examining doctor, shall be fitted for work computer glasses. All costs as set forth below shall be paid

by the employer. Examinations shall be obtained from Dr. John D. Dugan, at Eye Physicians of Southern New Jersey, 227 E. Somerdale Road, Somerdale, NJ 08083 and glasses shall be obtained at DiDonato Opticians, 918 S. White Horse Pike, Somerdale, NJ 08083. Employees must submit a completed request for eye examinations to their supervisors for approval before scheduling an appointment and receive letters of authorization for the examination and the eyeglasses.

Annual Examination	\$60.00
Glasses (frames and lenses)	
Single	60.00
Double	85.00

Section F. NJ Temporary Disability: Effective January 1, 1993, the County of Camden will join or otherwise implement the terms of the New Jersey Temporary Disability Program for all employees.

ARTICLE XXIV

WORK RULES

Section A. The Commission may establish reasonable and necessary rules of work and conduct for employees as to the conditions of employment not included in this Agreement. Such rules shall be equitably applied and enforced and posted on employees' bulletin boards no later than ten (10) days prior to their effective date. The location of such employees' bulletin boards are to be established by mutual agreement of the parties hereto.

Section B. Management shall inform the Union of any changes in working conditions that affect any employee under the bargaining unit concurrently with notice to the employee.

ARTICLE XXV

SAFETY AND HEALTH

Section A. The Commission shall, at all times, maintain safe and healthful working conditions, and tools or devices reasonable necessary in order to insure the safety and health of employees.

Section B. The Commission and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary to review conditions in general and to make recommendations to either/or both parties. The Safety Committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Commission facilities, where employees, covered by this Agreement, perform their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss of pay, for periods not to exceed three (3) hours per week for any given week.

Section C. The Safety Committee member, who represents the Union, will notify the Director prior to making such inspections.

ARTICLE XXVI

NON-DISCRIMINATION

Section A. The Commission and the Union agree that there shall be no discrimination or favoritism against any employee because of race, creed, color, age, religion, marital status, sex, sexual preference, national origin or political affiliation.

Section B. The Commission and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Commission or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XXVII

GRIEVANCE PROCEDURES

Section A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

Section B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate employee or designated representative of the Commission.

Section C.

- (1) The term “grievance” as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
- (2) With respect to employee grievances, no grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by Federal or State statute or Federal or State administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond step 3 herein.
- (3) A working day is defined as Monday through Friday.

Section D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step 1: The aggrieved or the Union shall present a grievance under the provisions hereof in writing within five (5) working days after the event giving rise to the grievance has occurred, or within five (5) working days of when the aggrieved or the Union should have, with reasonable diligence, known of its occurrence. An earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure on the part of the grievant to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall respond to the grievance in writing within five (5) working days after the date of the initial presentation of the grievance by the employee.

Step 2: If no agreement can be reached under Step 1 within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the Director of the Library. The written grievance at this Step shall contain the relevant facts and a summary of the preceding discussion under Step 1, the applicable Section of this Agreement alleged to be violated, and the remedy requested by the grievant. The Director will answer the grievance in writing within five (5) working days of his or her receipt of the written grievance.

Step 3: If the grievant or the Union wishes to appeal the decision of the Director of the Library, such appeal shall be presented in writing within five (5) working days after the grievant or Union receives the said decision to the Library Commission. The written grievance at this Step 3 shall contain the relevant facts and a summary of the preceding decision of the Director of the Library, the applicable section of this Agreement allegedly violated, and the remedy requested by the grievant. If the grievant or the Union desires a hearing before the Commission, such a request must also be made in writing at the time the grievance is submitted for Step 3 consideration. The Commission shall hold a hearing within thirty (30) days of the request for hearing.

The Commission will answer the grievance in writing within five (5) working days after such hearing. If the grievant or the Union elects not to present the grievance to hearing, the Commission will answer the grievance within five (5) working days after its next regularly scheduled meeting, or within thirty (30) calendar days.

Step 4: If grievance remains unsettled, the Union Representative may within fifteen (15) days after the reply of the Commission is due, by written notice to the chairman of the Commission, request mediation by the Camden County Labor Relations Committee.

Step 5: If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the Commission and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

Section E.

- (1) The parties direct the Arbitrator to decide, as a preliminary question, whether he or she has jurisdiction to hear and decide the matter in dispute.

- (2) The Arbitrator shall be bound by the provisions of this Agreement and the constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him or her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

Section F. Upon prior written notice to and authorization of the Director, the designated Union representative shall be permitted, as members of the Grievance Committee, to confer with employees and the Library on specific grievances in accordance with the grievance procedures set forth herein, during regular business hours of the Library, of such employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Library or require the recall of off-duty employees.

Section G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

Section H. In the event the aggrieved elects to pursue remedies available through the statutes and regulations governing Civil Service employment in New Jersey, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no Arbitration Hearing shall be held until after the expiration of at least thirty (30) working days after the decision rendered by the Commission on the grievance. In the event the grievant pursues his or her remedies through Civil Service, as aforesaid, the Arbitration Hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

ARTICLE XXVIII

JOB POSTING

Section A. The Commission shall post its notice of job vacancies and/or newly created positions for a period of five calendar days not counting weekend days or holidays on the staff bulletin board. Notice will be posted at all library sites and a copy will be sent to the union president.

ARTICLE XXIX

MAINTENANCE OF WORK OPERATIONS

Section A. The Union hereby 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, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Commission. The Union agrees that such action would constitute a material breach of this Agreement.

Section B. The Union agrees that it will make every effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Commission, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work and take other steps as may be necessary under the circumstances to bring about compliance with the Union order.

Section C. Nothing contained in this Agreement shall be construed to limit or restrict the Commission in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

Section D. The Commission agrees that it will not engage in the lock-out of any of its employees.

ARTICLE XXX

MANAGEMENT RIGHTS

Section A. The Commission hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the Unites States, including, but without limiting the generality of the foregoing, the following rights:

- (1) To engage in the executive management and administrative control of the Camden County Library (called "The Library") and its properties, facilities and the activities of its employees by utilizing personnel, methods and the means of the most appropriate and efficient manner possible as may from time to time be determined by the Commission.
- (2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- (3) The right of the Commission to make, maintain and amend such reasonable rules and regulations as may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Library after advance notice thereof to the employees to require compliance by the employees.
- (4) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- (5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- (6) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- (7) The Commission reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient effective operation of the Library.

Section B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commission, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section C. Nothing contained herein shall be construed to deny or restrict the Commission in the exercise of any of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

ARTICLE XXXI

UNION-MANAGEMENT LIAISON COMMITTEE

Section A. The Commission and the Union agree to establish a “Union-Management Liaison Committee”.

Section B. The Union shall be entitled to assign no more than two (2) Union members to the Committee.

Section C. the Committee will meet at mutually agreed upon times, but not less than quarterly.

Section D. At least three (3) work days prior to the scheduled meeting, the Union members of the Committee shall submit an agenda to the members of the Committee designated by the Commission outlining the issues to be discussed.

Section E. It is understood that any discussion and/or recommendation of the Committee is non-binding on any party or individual, and is solely advisory.

ARTICLE XXXII

PROFESSIONAL CONFERENCES AND DUES

Section A. Professional employees, as defined in Article I, may be granted time off, at the sole discretion of the Director of the Library, to attend professional meetings.

Section B. To the extent that the budget allows, at the sole determination of the Director of the Library, all or part of the expenses for said professional conference will be paid by the Commission.

Section C. Such attendance at professional conferences will be on a rotational basis.

Section D. All employees interested will be granted time off without loss of pay to attend some part of the annual conference of the New Jersey Library Association. One day's registration will be paid for an active NJLA member provided the supervisor has approved the absence.

Section E. Attendance at other professional meetings will be granted as the schedule permits, at the sole discretion of the Director of the Library.

Section F. Employees holding office or committee assignments in professional organizations will be given priority where conflicts in schedules arise.

Section G. Budget permitting, registration fees will be reimbursed at the membership rate.

Section H. All employees will be eligible for reimbursement of professional dues equivalent to the base dues for annual membership in the New Jersey Library Association. Reimbursement for a professional organization other than NJLA must be approved by the Director.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

Section A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXXIV

FULLY-BARGAINED AGREEMENT

Section A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all 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 or contemplation of either of both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXV

ASSOCIATION RIGHTS AND PRIVILEGES

Section A. Upon notice to and authorization of the Director of the Library, or other person designated by the Commission, representatives of the Union will be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters. Such notice shall be made by the Union's representatives prior to the visit. Requests shall not be unreasonably denied as long as said requests do not interfere with the normal business operation of the Library. Requests shall be denied summarily upon the failure of the Union's representatives to provide the foregoing notice or upon the failure of the Union's representatives to secure the required authorization of the Administrative Office.

Section B. Upon prior notice to and authorization of the Director of the Library or other person designated by the Commission, employee representatives shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters. Requests shall not be unreasonably denied so long as said requests do not interfere with the normal business operation of the Library.

Section C. Upon notice to and authorization of the Director of the Library or other person designated by the Commission, representatives of the Union and employees may conduct union membership meetings on the premises of the Library during the regular business hours of the Library.

Section D. Upon prior notice to and authorization of the Director of the Library or other person designated by the Commission, and upon written authorization from the employee concerned, Union representatives shall have access to the personnel file of the employees for whom authorization have been obtained. Any such requests shall not be unreasonably denied so long as said requests do not interfere with the normal business operation of the Library. Review of personnel folders will occur in the presence of a person authorized by the Commission to observe such review.

Section E. At mutually agreeable times, representatives of the Union who are not employees of the Library as well as employee representatives shall be permitted to meet with persons designated by the Commission for the purpose of resolving grievances, participating in collective negotiations, and for the purpose of discussing other items of mutual concern.

ARTICLE XXXVI

DUES DEDUCTIONS

Section A. The Commission agrees to deduct or to cause to be deducted from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9 (e), as amended.

Section B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Director of the Library during the month following the filing of such card with the Director of the Library.

Section C. If during the term of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Commission written notice thirty (30) days prior to the effective date of such change and shall furnish to the Director of the Library either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

Section D. The Union will provide the necessary “check-off” authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of the Library.

Section E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Director of the Library. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e), as amended.

Section F. The Commission agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union.

Section G. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment shall be furnished to the New Jersey Public Employment Relations Commission by the Union.

Section H. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Commission or the Government of Camden County.

Section I. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Commission or the Government of Camden County or require either the Commission or the Government of Camden County to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section J. The Union shall indemnify, defend and save the Commission, its agents, servants, employees and members, and the Government of the County of Camden harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards as furnished by the Union to the Commission, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE XXXVII

PERSONNEL FILES

Section A. Adequate personnel records shall be maintained for each employee of the Commission.

Section B. These records shall include the following: dates of appointments and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amounts of leave accrued and used; and a record of the employee's training and other related matters.

Section C. Personnel files are considered to be of a confidential nature and are available only to the employee and supervising personnel on a need-to-know basis.

Section D. Employees are entitled to review the contents of their personnel file, but not that of other employees.

Section E. Employees shall be entitled to see their personnel files at any reasonable time during regular business hours, so long as such review does not interfere with the normal operations of the Library.

Section F. Employees wishing to see their personnel files shall call the administrative office for an appointment in advance. Any such review of personnel files by the employee will be done in the presence of the Director of the Library or a person designated by the Director of the Library.

Section G. Employees will not be permitted to take personnel files outside of the human resources office or to remove documents from these files.

Section H. Employees shall be entitled to see any disciplinary or negative reports to be placed in their personnel files prior to such placement. Employees shall be entitled to receive copies of all such reports.

ARTICLE XXXVIII

REIMBURSEMENT FOR MILEAGE

Section A. The Commission will reimburse employees who request and receive authorization from the Director of the Library or a person designated by the Director of the Library to use private vehicles for the discharge of official library business.

Section B. Reimbursement will be at the rate of thirty seven and a half cents (\$.375) per mile effective the date the MOA is signed.

Section C. Vouchers for reimbursement must be approved by the supervisor of said employee before being submitted to the accountant for payment.

Section D. Paid parking and toll charges are not included in the mileage rate. Tolls and parking will be reimbursed. However, receipts may be required.

Section E. When an employee travels to a meeting, workshop, conference, etc., and leaves or returns directly home without first going to the work site, the miles in excess of those normally consumed by traveling to and from work will be reimbursable.

ARTICLE XXXIX

UNION LEAVE

A total of six (6) days of union leave shall be available to members of the unit. If a program is educational, the hours of leave may be charged to developmental leave, at the discretion of the Director.

ARTICLE XL

DURATION OF AGREEMENT

Section A. This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2008, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this agreement of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Camden County Library, Camden County, New Jersey, on this day of 2005.

LOCAL 1454,
COMMISSION
AFSCME COUNCIL 71

CAMDEN COUNTY LIBRARY

NAN ROSENTHAL
President

BY: _____
ALBERT T. MAGLIANO
President

JOHN HEMMY
Business Agent

DATE:

APPENDIX A

SALARIES

1. As of pay period one in 2005, the entire scale will be increased by 5%.
2. As of pay period one in 2006, the entire scale will increase by 5% and in pay period 14 every bargaining unit member will move up one step.
3. As of pay period one in 2007, the entire scale will be increased by 5%.
4. As of pay period one in 2008, the entire scale will increase by 5% and in pay period 14 every bargaining unit member will move up one step.

EXHIBIT A

LETTER OF UNDERSTANDING #1

The parties agree that in the event that an additional contract for services with the South Jersey Regional Cooperative or other similar entity is considered, that prior to implementation, management will meet with Union representatives and the employees who will be involved in the program to discuss the effect, if any, that the contract will have on the union membership.

FOR LOCAL 1454B
DISTRICT COUNCIL 71, AFSCME

FOR THE CAMDEN COUNTY
LIBRARY COMMISSION

NAN RONSENTHAL
Chapter Chairperson

BY: _____
ALBERT T. MAGLIANO

Dated: _____ Dated: _____