

**AGREEMENT**

**BETWEEN**

**CHERRY HILL PUBLIC LIBRARY**

**CHERRY HILL TOWNSHIP, CAMDEN COUNTY, NEW JERSEY**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1360**

**Effective Dates:**

**JANUARY 1, 2011  
up to and including  
DECEMBER 31, 2017**

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**PREAMBLE**

**THIS AGREEMENT** is entered into by and between the **CHERRY HILL PUBLIC LIBRARY** (the "Library"), in the County of Camden, State of New Jersey, and the **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1360**, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC (the "Union"), pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13a -1 et. seq., as amended (the "Act").

**WITNESSETH:**

**WHEREAS**, this Agreement is designed to promote and maintain a harmonious relationship between the Cherry Hill Public Library and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both; and

**WHEREAS**, the well-being of employees and efficient administration of the Cherry Hill Public Library are benefitted by providing a clear statement of the contractual rights of employees.

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1**  
**RECOGNITION**

A. In accordance with Public Employment Relations Commission Docket No. RO-89-77, the Library recognizes the Union as the exclusive bargaining representative for all full-time professional and non-professional and regularly scheduled part-time professional and non-professional employees who work an average of twelve (12) hours or more per week at the Cherry Hill Public Library, excluding managerial executives, confidential employees and supervisory employees within the meaning of the Act.

1. For new hires, union eligibility will be determined based upon the average number of hours per week for which the employee was hired.

2. In order to determine subsequent union eligibility, the Library shall notify the Union by January 15th of each year of any Library employees who were paid an average of twelve (12) hours or more per week (including paid time-off hours) for the previous calendar year.

B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

**ARTICLE 2**  
**NON-DISCRIMINATION**

A. The Cherry Hill Public Library is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972, and the New Jersey Law Against Discrimination (LAD). The Cherry Hill Public Library and the Union agree that there shall be no discrimination on the basis of sex, race, creed, color, religion, national origin, ancestry, age, political affiliation/activity, union activity, conduct unrelated to the employment relationship, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy, liability for service in the United States armed forces, gender identity or expression and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee.

B. The Cherry Hill Public Library Personnel Policies and Procedures Manual and Employee Handbook further set forth the Library's commitment to the principle of equal employment opportunity and anti-discrimination. The parties agree that the Non-Discrimination policies set forth in the Personnel Policies and Procedures Manual and Employee Handbook shall be followed, as long as the policies' terms and their application do not conflict with employee rights and protections under this Agreement.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

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

1. The executive management and administrative control of the Library and its properties and facilities, and the activities of its employees during working hours to the extent required by law;
2. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees, to make and modify reasonable work rules and responsibilities that are not a subject matter required to be negotiated or governed by this Agreement in connection therewith and to transfer, reassign, install or use facilities and/or equipment; and
3. To suspend, demote, discharge or take other disciplinary action for good and just cause.

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

#### **ARTICLE 4** **UNION RIGHTS**

A. Representatives authorized by the Union who are not employees of the Library will be permitted to visit the Library upon advance notice to the Library Director, Library Services Manager or appropriate Supervisor if neither the Library Services Manager nor Director are available, 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.

B. The Union will notify the Library Director or his/her designee, 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 Library on matters of employee representation without loss of pay, so long as their right is reasonably exercised and there is no interference with the normal conduct of Library affairs.

C. Shop Stewards shall be entitled to two (2) paid leave days per year to attend conferences sponsored by the Union.

#### **ARTICLE 5** **CHECKOFF & AGENCY SHOP**

A. The Library agrees to deduct from the salaries of its employees who are members of the Union, dues for the Union. Such check-off shall commence thirty (30) days after enrollment by the employee in the Union or the next pay period following the Employer's receipt of a properly signed and dated dues check-off authorization form, whichever comes later.

B. 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.

C. The Library agrees to deduct a fair share fee from the earnings of those employees who elect not to become members of the Union, and transmit that fee to the Union in accordance with paragraph B above and with applicable law. Fair share fees shall be deducted thirty (30) days after an employee's employment begins. The Union will notify the Library of the names of those employees who are to pay fair share fees in lieu of membership dues.

D. Union shall notify the Library of the amounts of dues and fair share fees. If during the life of this Agreement there shall be any change in the rates of membership dues or fair share fees, the Union shall furnish the Library written notice thirty (30) days prior to the effective date(s) of such change(s).

E. Check-off authorizations shall be administered in compliance with state law and the Union agrees to indemnify the Library against any and all claims which might arise out of or by reason of action taken by the Library in this regard, including any claims for defense costs.

F. The Library shall provide the Union or the Union's designated Shop Steward with the name, address, phone number(s), classification and date of hire of each new employee within fifteen (15) calendar days of his/her date of hire. The payment of union dues, fees and assessments, or fair share fees, shall be a condition of employment for employees covered by this Agreement.

G. The Library shall provide all employees who are covered by this Agreement with dues authorization deduction forms, which shall be supplied by the Union.

H. The Library agrees to deduct, upon receipt of written authorization from the employee, twice monthly 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 check-off.

I. The Library agrees to deduct credit union payments from the wages of employees upon receipt of proper written authorization, subject to any limitations established by the Library's payroll service. All such deductions and remittances shall be forwarded to the credit union office on a payroll basis.

## ARTICLE 6 MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on 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/her position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Library. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make a reasonable 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 Library, 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.

C. The Library agrees that it will not engage in the lockout of any of its employees.

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

**ARTICLE 7**  
**BULLETIN BOARD**

The Union shall have the use of the bulletin board on the Library's premises for the posting of notices relating to Union meetings and official business of the Union only. No material derogatory to the Library or other employees shall be posted. Materials which violate the provisions of this Article shall not be posted and, if posted, can be removed by the Library Director or his/her designee.

**ARTICLE 8**  
**SAFETY**

A. The Library shall provide a safe and healthy work environment for the employees as required by applicable State and Federal Laws.

B. Under no circumstances will an employee be required or assigned to engage in any activity or work in any circumstance which is not safe.

C. Employees shall immediately report to the Library Director or his/her designee, in writing, all dangers or defects of equipment or working conditions.

D. No employee shall be required to pay for loss or damage, unless it shall first be proven that such loss or damage was caused entirely by the employee's reckless and intentional act.

E. The Library shall maintain, for the benefit of its employees, sanitary conditions, such as toilets and hot and cold running water which are in good repair.

**ARTICLE 9**  
**REPORTING ACCIDENTS**

Any employee involved in a workplace accident which causes apparent injury or property damage, shall immediately report, in writing, said accident to their supervisor, including any known physical injuries or property damage sustained, or as soon as possible. Any employee witnessing an accident involving Library employees or Library or Township-owned property shall report the accident in writing to the appropriate Library personnel as soon as possible.

**ARTICLE 10**  
**DISCIPLINE AND DISCHARGE**

A. Employees shall not be disciplined or discharged without good and just cause. All disciplinary actions shall be issued in writing to the employee with a copy to the Union.

B. The parties hereto agree that causes for immediate dismissal without first informing the Business Agent of the Union shall be as follows:

1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action.
2. Being under the influence of illegal drugs and/or alcohol during working hours. No employee shall consume alcoholic beverages at any time during the work shift, including lunch and breaks.
3. Theft.
4. Assault on Library employees, Library representatives, Township representatives or assault upon any person during the employee's working hours.
5. Misuse or unauthorized use of Library and/or Township-owned property or equipment, which is not minor or insignificant in nature.
6. Possession and/or use of a drug or substance in violation of and as defined in N.J.S.A. 24:21-1, et. seq. during the employee's work hours.
7. Conviction or Court Order under the circumstances set forth in N.J.S.A. 2C:51-2.
8. Serious neglect of duty or gross insubordination, which is detrimental to the operation of the Library or places Library personnel, property or the public in risk of harm, including but not limited to, refusal to obey a direct work order.

C. The Library shall make any of the above charges against an employee within ten (10) calendar days after discovery of the misconduct. Lesser offenses may subject an employee to disciplinary action by the Library. Grievances may be filed in connection with any disciplinary action. The time period for filing a grievance shall not begin to run until the first day following the date the employee receives written notice of the action by the Library. Oral and written warnings may be grieved through Step 2 of the Grievance Procedure. Final written warnings, suspensions and terminations may be grieved up to and including Step 3 of the Grievance Procedure, arbitration. An employee shall have the right to submit, in writing, his or her disagreement with any disciplinary action, which shall remain in the employee's personnel file until the employee requests its removal.

## **ARTICLE 11** **PROBATIONARY EMPLOYEES**

Each employee of the Library covered by this Agreement shall be subject to a probationary period of employment, during which time said employee may be discharged by the Employer with or without cause. The length of this probationary period shall be one hundred eighty (180) days from the date of employment by the Library.



**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

**A. Definition**

1. The term "grievance" as used herein is defined as any controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment, or the terms of this Agreement.

2. The term "days" as used herein is defined as working days. Working days is defined as the five-day period Monday through Friday when the Library is open to the public.

**B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievances which may arise during the term of this Agreement.

2. When any grievance arises, an earnest effort will be made to settle it in accordance with the procedure set forth below.

3. Nothing contained herein shall be construed as limiting the right of an aggrieved employee and/or the Library from discussing a grievance informally and having the grievance adjusted prior to submission of a written grievance in Step One, as long as the adjustment does not violate this Agreement, and is approved by the Union.

In the event that disciplinary action is initiated at a higher authority than the grievant's immediate supervisor, the first step of the grievance procedure shall be at the level of the initiating authority and shall thereafter proceed to the next highest step.

**C. Conditions**

1. The Shop Steward shall be present at all steps of the grievance procedure.

2. The required number of days for response or an appeal to the next Step referenced in this Article can be waived or extended by mutual written agreement between the Library and Union Representative.

**D. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving formal grievances between the parties to this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

### STEP ONE

An aggrieved employee, along with the Shop Steward, shall verbally present the grievance to the employee's immediate supervisor for discussion and settlement no later than seven (7) days after the grievance arises, or within seven (7) days after the employee knew or should have known of the circumstances giving rise to the grievance. The supervisor shall respond within five (5) days to the grievant and the Shop Steward.

### STEP TWO

If the grievance is not resolved by the preceding step, it shall be reduced to writing and submitted to the Library Director within seven (7) days of the receipt of the decision at Step One. The Library Director shall meet with the grievant and the Local Union representative on the matter within seven (7) days of receipt of the written submission of the Union. The Library Director shall render a decision, in writing, within ten (10) days of the meeting. 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.

Said grievance shall contain the relevant information regarding the alleged incident, including at a minimum:

- a. The name(s) of the aggrieved;
- b. A brief description of the incident or incidents which gave rise to the grievance; and
- c. The remedy sought by the aggrieved.

### STEP THREE

a. In the event the grievance has not been resolved at Step Two, then, within ten (10) days following receipt of the Library Director's Step Two written decision, the matter may be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator in accordance with the rules and regulations of the Commission. Failure to submit a timely request for arbitration shall be deemed a waiver of the right to arbitrate. The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. However, all other expenses, including, but not limited to, the presentation of witnesses, shall be borne by the party incurring same.

b. The arbitrator shall be bound by this Agreement and shall have no authority to add to or subtract from the Agreement, and in rendering his/her decision, shall be bound by the laws of the State of New Jersey. If the parties cannot agree as to whether an issue presented or to be presented is subject to arbitration, the issue shall be put before the arbitrator, who shall render a preliminary determination as to whether the issue is arbitratable under the express terms of this Agreement. If the arbitrator determines that the issue is subject to arbitration, the arbitration shall continue as to the merits of the dispute. The party that objects to the arbitrability of any issue shall be responsible for the arbitrator's fees in excess of the first four (4) hours related to rendering a preliminary determination on the arbitrability of the issue if the arbitrator determines that the issue is subject to arbitration.

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

F. Union grievances shall be filed directly with the Library Director at Step Two.

G. In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable.

H. Warning notices, suspensions and complaints by patrons shall not remain in effect and shall be removed from the employee's file upon the expiration of three (3) years following the date of such notice, disciplinary action, or complaint.

### **ARTICLE 13** **SENIORITY**

A. Bargaining unit seniority is defined to mean an accumulated length of continuous service with the Library computed from the last date of hire. Classification seniority is defined to mean an accumulated length of continuous service, computed from the last date of placement in the employee's classification. Classification seniority shall refer to the following three classifications: professional (Librarian); para-professional (Library Assistant/Clerk); Technology Assistant (Adult Page); custodial ("custodial/maintenance").

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

C. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge with cause.
2. Resignation.
3. Failure to return immediately on expiration of authorized leave.
4. Absence for three (3) consecutive working days without notice to the Employer.
5. Engaging in any other employment during a period of non-medical leave, or which is contrary to the medical restrictions of the employee's medical leave.
6. Failure of laid-off employee to respond to a report-to-work notice within three (3) calendar days, and to report to work within seven (7) calendar days of receipt of the notice.

D. If the Library establishes different starting times for employees in the same job classification, employees, if qualified, shall have the first choice of schedules by classification seniority.

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

F. After an employee has completed his/her probationary period, the employee shall gain seniority status and his/her seniority on the seniority list shall revert to the first day of his/her probationary period.

#### **ARTICLE 14** **PROMOTIONS AND TRANSFERS**

A. All job openings or vacancies shall immediately be posted by the Library on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. The position may be awarded following the conclusion of the posting period. Any employee wishing to bid for the opening or vacant position shall do so, in writing, by signing the posting.

B. Openings or vacancies for positions covered by this Agreement shall be filled according to seniority, ability and qualifications needed to fill the position. Each employee shall have a sixty (60) calendar day qualification period. If at the end of the qualifying period, or at any time before, the Library feels that the employee is not qualified, said employee shall be disqualified. Any employee so disqualified or who voluntarily gives up the new position within the qualification period shall be allowed to resume his/her former position. The qualification period may be extended by mutual written agreement between the Library, Union and employee.

C. In the event the Employer is unable to obtain sufficient or qualified employees to fill openings or vacancies, then it may fill such positions from other sources.

#### **ARTICLE 15** **LAYOFF AND RECALL**

A. Should it become necessary to lay off employees because of lack of work, the Library shall resort to strict seniority, which means the last employee hired into the affected classification shall be the first employee laid off. In cases where the employee with the lowest seniority in a classification has particular skills required by the Library which are not possessed by the remaining employees in the classification, then the employee with the lowest seniority in the affected classification will not be subject to that particular layoff, and with that exception, the layoff shall continue to be administered in reverse order of seniority in accordance with this paragraph.

B. An employee facing layoff from his/her classification shall have the right to take the position of an employee in another classification, as long as the employee possesses the necessary qualifications to perform the duties of the position, and, has more bargaining unit seniority than the employee to be displaced. Full-time or part-time positions shall be treated as

separate classifications for purposes of layoff. An employee moving into lower paid classification as the result of a layoff shall be paid either the wage rate of the employee within that classification with the most comparable bargaining unit seniority or the rate of the employee being displaced, whichever is greater.

C. When the Library recalls the employee, it shall be done in the reverse order of the layoff, which means the last employee laid off shall be the first employee to be recalled into the classification, so long as the employee to be recalled has the qualifications to perform the work necessitating the recall. Employees recalled from layoff shall retain the seniority they accrued up to the time of the layoff, subject to the limitation set forth in Paragraph E of this Article.

D. The Library agrees to give at least fourteen (14) calendar days' written notice whenever making layoffs to the Union, Shop Steward and the affected employee(s) whenever possible. Where such notice is not given, the employee(s) shall receive two (2) weeks' pay in lieu thereof.

E. The Library, when recalling laid-off employees, shall contact the employee at the employee's last known address by certified letter and the employee shall have, from the date of receipt of the letter, three (3) calendar days to respond to such recall notice and seven (7) calendar days to report to work. After one (1) year on layoff, a laid-off employee's recall and seniority rights shall expire.

## **ARTICLE 16** **HOURS OF WORK**

### **A. Hours of Work**

1. The Library is open to the public seven (7) days, except on Sundays, from Father's Day through Labor Day, when it is closed. The Library is also closed on noted holidays (see Article 22 - Holidays).

2. Regular library hours for the public are Monday through Thursday, 9:30 a.m. to 9:00 p.m., Friday and Saturdays, 9:30 a.m. to 5:00 p.m. and Sunday, 1:00 p.m. to 5:00 p.m. The Library may be closed on designated Sundays as determined by the Library Board for which employees are not paid.

3. The workweek for full-time employees shall be thirty-five (35) hours consisting of a five (5) day, seven (7) hour per day basis, as scheduled by the Library Director.

4. Work schedules shall be prepared by the Supervisor and Library Director on a regular basis and cannot be changed by the employee without permission from a supervisor or the Library Director.

5. Employees are not compensated for time worked before or after assigned hours unless authorized, in writing, by a supervisor or the Library Director. Any such unscheduled authorized work will be compensated as set forth below. In rare situations where written authorization could not have been obtained prior to working the unscheduled hours, written authorization can be obtained as soon as practical after the fact.

6. Employees shall not be required to work split shifts, unless it is necessary to the operation of the employee's department as determined by the Library at its sole discretion. When split shift work is necessary, the Library shall solicit volunteers to work those shifts. In the absence of volunteers, the person with the least seniority in the classification shall be scheduled to work such shifts.

**B. Evening and Weekend Work**

1. Evening and Saturday work is a condition of employment in the departments that are open to the public. Full-time employees shall not be required to work more than two (2) evenings per week, nor more than two (2) Saturdays per month. Saturday and/or evening work shall be offered to qualified employee volunteers on a rotating basis before requiring employees to work those hours. Full-time employees shall not be required to work a second weeknight shift if qualified employees with less classification seniority are available to work the shift. When scheduled for Saturday, a day off is given during the week. There is no differential for evening or Saturday work.

2. Sunday work may be scheduled by the Library on a rotating basis among employees qualified for the duties involved. Employees scheduled for work on Sunday shall be paid for seven (7) hours for four (4) hours work, except for custodial employees who are regularly scheduled to work seven (7) hours on Sundays.

**C. Overtime and Compensatory Time**

1. Overtime shall be any time worked by an employee in excess of thirty-five (35) hours during a workweek.

2. All overtime must be approved in writing by the employee's supervisor or the Library Director. Where neither the supervisor nor the Director is available, approval may be sought from the supervisor available at the time. In rare situations where written authorization could not have been obtained prior to working the overtime, written authorization can be obtained as soon as practical after the fact.

3. Overtime will be compensated through the award of Compensatory Time (Comp Time) in lieu of cash payment. Comp Time will be awarded in one-quarter (1/4) hour increments at straight-time for time worked from thirty-five (35) hours through forty (40) hours during any workweek. Comp Time will be awarded in one-quarter (1/4) hour increments at time-and-a-half for time worked in excess of forty (40) hours during any workweek.

4. Overtime worked on Sundays or holidays when the Library is not open will earn Comp Time at a rate of one and one-half (1½) hours for each hour worked. Time worked during a designated holiday when the Library is open will be compensated as a Floating holiday in addition to regular straight-time pay.

5. Comp Time rules will be followed pursuant to the Fair Labor Standards Act, with a maximum accrual of up to two hundred forty (240) hours.

6. All employees are encouraged to use all earned Comp Time within one hundred twenty (120) days of it being earned. Employees shall be required to use earned Comp Time prior to using other accrued time, such as vacation and/or personal time.

**D. Meal Time**

Employees shall be entitled to one (1) hour for lunch/dinner without pay in an eight (8) hour schedule. Due to the shortened day, employees who are scheduled to work on Saturday may take one-half (1/2) hour lunch combined with a fifteen (15) minute rest period.

**E. Rest Periods**

1. All employees shall be entitled to two (2) fifteen (15) minute paid rest periods during any shift greater than six (6) hours.

2. All employees shall be entitled to one paid fifteen (15) minute rest period for each scheduled four (4) hours of work.

3. During the regular workweek (Monday through Friday), rest periods may not be used to extend a lunch or dinner hour or to shorten the workday. Rest periods are to be strictly observed as not to affect the workload of others who are waiting for a break period.

4. Employees should remain on the premises during rest periods but may go outdoors if they so choose.

**ARTICLE 17**  
**PAY PERIODS**

A. When the regular payday occurs on a recognized holiday, the Library shall pay the employees on the regular workday immediately preceding the holiday.

B. Upon request to the Library Services Manager, employees shall be entitled to access their attendance accounts which shall itemize the number of vacation, sick, personal and comp days the employee has used to date and the balance remaining.

C. All employees shall be required to use direct deposit and receive their payroll statements electronically upon the Library passing a resolution pursuant to P.L. 2013 c. 38. The Library shall permit employees to access and print out their payroll statements through its equipment and facilities.

D. The pay period shall be once every two (2) weeks. The Library shall have the right, upon thirty (30) days' notice to the Union, to implement a payroll system issuing twenty-four (24) paychecks per calendar year.

**ARTICLE 18**  
**PAID AND UNPAID TIME OFF POLICIES**

A. Vacation, sick time, holidays and/or personal days will not accrue during periods of work or non-work related disabilities that exceed sixty (60) consecutive calendar days of unpaid leave.

B. Upon separation from the Library, employees shall be compensated for earned vacation, personal and compensatory time remaining. Upon separation, any vacation, personal and/or compensatory time earned prior to January 1, 2015 shall be compensated at the rate which the employee earned on December 31, 2014. The employee shall not be entitled to any compensation for accrued sick time. Any unearned vacation, personal or sick time taken by the employee will be reimbursed to the Library.

C. While on an unpaid leave of absence the employee shall be responsible for any payments, or contributions normally deducted from the employee's regular pay, including but not limited to the employee's premium share for health benefits.

**ARTICLE 19**  
**VACATIONS**

Vacation is an accrued benefit based on the following schedule:

A. Full-time professional employees hired on or before the date of ratification of this Agreement, and effective January 1, 2015, shall receive paid vacation days in accordance with the following schedule:

- Less than one (1) year of employment and commencing with the date of hire, (1) day per month, up to a maximum of twelve (12) days.
- After one (1) year of employment, twenty (20) days.

B. Full-time non-professional employees hired on or before the date of ratification of this Agreement, and effective January 1, 2015, shall receive paid vacation days in accordance with the following schedule:

- Less than one (1) year of employment and commencing with the date of hire, (1) day per month, up to a maximum of twelve (12) days.
- After one (1) year of employment, twelve (12) days.
- After two (2) years of employment, thirteen (13) days.
- After three (3) years of employment, fourteen (14) days.
- After four (4) years of employment, fifteen (15) days.
- After five (5) years of employment, sixteen (16) days.
- After six (6) years of employment, seventeen (17) days.
- After seven (7) years of employment, eighteen (18) days.
- After eight (8) years of employment, nineteen (19) days.
- After nine (9) years of employment, twenty (20) days.



C. Full-time professional and non-professional employees hired on or after the date of ratification of this Agreement, and effective January 1, 2015, shall receive paid vacation days in accordance with the following schedule:

- Less than one (1) year of employment and commencing with the date of hire, (1) day per month, up to a maximum of ten (10) days.
- After one (1) year of employment, ten (10) days.
- After two (2) years of employment, eleven (11) days.
- After three (3) years of employment, twelve (12) days.
- After four (4) years of employment, thirteen (13) days.
- After five (5) years of employment, fifteen (15) days.
- After six (6) years of employment, sixteen (16) days.
- After seven (7) years of employment, seventeen (17) days.
- After eight (8) years of employment, eighteen (18) days.
- After nine (9) years of employment, nineteen (19) days.
- After ten (10) years of employment, twenty (20) days.

D. Part time professional and non-professional employees shall receive paid vacation days in accordance with the following schedule:

1. Employees who work an average of twelve (12) to less than twenty-five (25) hours per week:

- Less than one (1) year of employment and commencing with the date of hire, (1/2) day per month, up to a maximum of five (5) days.
- After one (1) year of employment, five (5) days.
- After two (2) years of employment, six (6) days.
- After three (3) years of employment, seven (7) days.
- After four (4) years of employment, eight (8) days.
- After five (5) years of employment, nine (9) days.
- After six (6) years of employment, ten (10) days.

2. Employees who work an average of twenty-five (25) to less than thirty (30) hours per week:

- Less than one (1) year of employment and commencing with the date of hire, (1/2) day per month, up to a maximum of five (5) days.
- After one (1) year of employment, five (5) days.
- After two (2) years of employment, six (6) days.
- After three (3) years of employment, seven (7) days.
- After four (4) years of employment, eight (8) days.
- After five (5) years of employment, nine (9) days.
- After six (6) years of employment, ten (10) days.
- After seven (7) years of employment, eleven (11) days.
- After eight (8) years of employment, twelve (12) days.

3. Employees who work an average of thirty (30) to less than thirty-five (35) hours per week:

- Less than one (1) year of employment and commencing with the date of hire, (1/2) day per month, up to a maximum of five (5) days.
- After one (1) year of employment, five (5) days.
- After two (2) years of employment, six (6) days.
- After three (3) years of employment, seven (7) days.
- After four (4) years of employment, eight (8) days.
- After five (5) years of employment, nine (9) days.
- After six (6) years of employment, ten (10) days.
- After seven (7) years of employment, eleven (11) days.
- After eight (8) years of employment, twelve (12) days.
- After nine (9) years of employment, thirteen (13) days.
- After ten (10) years of employment, fourteen (14) days.
- After eleven (11) years of employment, fifteen (15) days.
- After twelve (12) years of employment, sixteen (16) days.
- After thirteen (13) years of employment, seventeen (17) days.

E. Accumulated vacation days must be utilized prior to March 31st in the year following the year for which they were earned, or they will be forfeited, unless otherwise approved in writing by the Library Director or designee and Library Board.

F. Any employee who utilized vacation time in excess of accrued time will be responsible for reimbursement to the Library upon separation.

## **ARTICLE 20** **SICK LEAVE**

A. Paid sick leave is an employee benefit provided to all employees who are unable to perform their duties due to one of the following reasons: a) the employee's own injury or illness, b) the employee is receiving professional medical care, c) the employee has a medical or dental appointment or d) to care for the employee's ill spouse/domestic partner (as defined in the Domestic Partnership Act), child or parent.

Sick leave can be taken in hourly increments.

B. Effective January 1, 2015, all employees will follow the below schedule:

1. All full-time employees shall earn an annual sick leave entitlement of twelve (12) days (84 hours) per year at a rate of one (1) day (7 hours) per month.
2. All part-time employees shall earn an annual sick leave of thirty (30) hours per year earned at a rate of two and one half (2.5) hours per month.

C. Sick leave days shall be accumulated without limitation so long as an employee is

on the active payroll. Although accrued monthly, the full allotment of sick leave shall be available for use at the beginning of each calendar year. However, upon separation from employment, an employee shall be required to repay the Library for any paid sick time which was taken but not earned as of the date of separation.

D. Sick leave shall be based upon the individual employee's regular straight-time base rate of pay for the day on which he/she is absent from work as per paragraph A of this Article. Paid sick leave cannot be used when an employee chooses to be absent from work due to inclement weather. An employee must use personal, vacation or compensatory time for such absences.

E. Employees are required to give their supervisor advance notice that they will be taking sick leave, except in cases of emergency. Advance notice shall be defined as providing notice prior to the scheduled starting time for the workday for which sick leave will be used. Notice can be provided by a family member or any person authorized by the employee in circumstances where the employee is prevented from contacting their supervisor due to severe illness or hospitalization.

F. A doctor's certificate may be required after three (3) consecutive days' absence due to the employee's illness or injury or where the employee is currently under a sick leave corrective action plan. Abuse of sick leave shall be cause for disciplinary action.

G. Sick leave benefits shall be integrated with worker's compensation or disability income. Under no circumstances will any combination of sick leave benefits, worker's compensation or disability income benefits exceed an employee's regular straight-time base rate of pay or weekly rate of pay. The Library may also require a certificate of hospitalization.

H. Sick leave shall be payable only with respect to a work-day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence or to any day for which an employee has received full pay from the Library.

I. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required by the Library before return to work, where applicable.

J. The Library may require an employee who has been absent because of personal illness or injury as a condition of his/her return to duty to be examined, at the expense of the Library, by a physician designated by the Library. Such examination shall establish whether the employee is capable of performing the duties required of that position and that the return will not jeopardize the health of other employees.

K. Employees covered by this Agreement may begin accruing sick leave upon commencement of employment with the Library. Employees are not reimbursed for unused sick leave and will not be paid for such upon separation from employment.

**ARTICLE 21**  
**PERSONAL LEAVE TIME**

All employees will follow the schedule below regarding personal leave. Any unused days are forfeited at the end of each calendar year.

A. Full-time employees (35+ hours per week) shall receive three (3) personal days with pay per calendar year.

B. Personal days will be pro-rated for new full-time and part-time employees in the first year of employment.

C. Part-time employees covered by this Agreement who were hired on or before the ratification of this Agreement shall be entitled to one (1) personal leave day with pay each calendar year, except that after three years of employment, such employees shall be entitled to three (3) personal leave days per calendar year. Part-time employees covered by this Agreement who were hired after the ratification shall be entitled to one (1) personal leave day with pay per calendar year.

D. Personal leave can be used for a variety of circumstances, including, but not limited to, personal, business, religious observance and/or emergencies.

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

F. Personal leave must be used in the calendar year in which it is earned and cannot be carried over to the following calendar year. Any personal leave that is not used by the employee during the calendar year for which it is earned will be forfeited by the employee.

G. If an employee separates from the Library, any unearned personal leave taken will be reimbursed to the Library.

**ARTICLE 22**  
**HOLIDAYS**

A. All full-time employees are entitled to twelve (12) paid holidays per year. Part-time employees shall only be entitled to paid holidays if the holiday falls on a day they are regularly scheduled to work.

B. Annually, the Board of Trustees will approve a list of holidays on which the Library will be closed. The list for the upcoming calendar year shall be posted for employees no later than December 15th to include the following observations, along with dates for the appropriate year:

New Year's Day (closed)  
Martin Luther King, Jr. Day (closed)  
Presidents Day (closed)  
Good Friday (open/float holiday)

Memorial Day (closed)  
Independence Day (closed)  
Labor Day (closed)  
Columbus Day (closed)  
Veterans Day (open/float holiday)  
Thanksgiving Day (closed)  
Day after Thanksgiving (open/float holiday)  
Christmas Day (closed)

C. Should the number of days the Library is closed be fewer than twelve (12), the balance shall be considered paid "floating holidays" and may be taken at the discretion of the employee with prior written approval by the employee's supervisor. All employees who are scheduled to work on an "open" holiday will receive a paid "floating holiday."

D. Floating holidays must also be taken as complete "days off," and cannot be broken into hours or half days.

E. Floating holiday time must be utilized prior to March 31st in the year following the year for which it was earned or it will be forfeited, unless otherwise approved, in writing, by the Library Director or his/her designee.

F. Employees cannot take a floating holiday before it is earned. An employee's request to use a floating holiday must be approved in advance by the supervisor, whose approval shall not be unreasonably withheld.

G. If forfeited, floating holidays are not reimbursable and employees will not be paid for time not used.

H. Should a holiday fall on a weekend, it is anticipated that the holiday will be observed on the Friday before, or the Monday after, respectively.

I. If a holiday falls on a Sunday when the Library is open, the holiday will be observed as a floating holiday. If a holiday falls on a Sunday when the library was scheduled as closed, this will be considered a floating holiday, ensuring twelve (12) paid holidays per year. The Cherry Hill Public Library is closed on Easter, but it is not a paid holiday.

J. Scheduling For The Day After Thanksgiving and Christmas Eve: Employees who wish to be scheduled off on the Day after Thanksgiving and/or Christmas Eve must submit their requests to their supervisors by September 30th of each year. The requests shall be granted by classification seniority, in that, if the Library cannot grant all requests due to staffing needs, it shall schedule employees on those days by inverse order of classification seniority. The supervisor shall answer these requests by October 15th.

### **ARTICLE 23** **MILITARY LEAVE**

The Library agrees to provide all employees with military leave in accordance with Federal and State statutes. When a full-time employee who is a member of the reserve

component of any United States Armed Forces or the National Guard of any State, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service.

A. The first thirty (30) workdays of the leave shall be with full pay, except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Employees will not receive any additional compensation from the Library unless they elect to use accrued annual leave, to include vacation, personal and holiday time, if applicable.

B. Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave. After this period has expired, employees may continue coverage for themselves or their dependents under the Library group plan, but will be required to pay the state mandated premium share to the Library on a monthly basis. Employees who do not continue to pay their premium share, will be able to continue coverage by taking advantage of the COBRA provision. Members of the State-administered retirement systems (PERS) will continue accruing service and salary credit in the system during the period of paid leave. Members may remit monthly payment contributions to the Library while on unpaid military leave, rather than apply for pension buy back upon their return.

C. Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

**ARTICLE 24**  
**JURY LEAVE**

Any employee covered by this Agreement who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall suffer no loss of salary, subject to the following conditions:

A. Any payment received for jury service must be returned to the Library within two (2) weeks upon receipt if the Library has paid the employee's full salary during the day(s) served on jury duty.

B. If selected to serve on a jury, the employee shall keep the Library advised of the state of his or her jury duty.

C. No reimbursement of wages will be made where an employee voluntarily seeks jury service.

D. No reimbursement of wages will be made for jury service during holidays or vacations or other time off from Library employment.

E. The employee submits adequate proof of the time served on jury duty and the amount received for such service.

**ARTICLE 25**  
**BEREAVEMENT LEAVE**

A. In the event of death in an employee's immediate family or domestic partner (as defined in the Domestic Partnership Act), the employee shall receive five (5) scheduled working days off, without loss of pay, one of which must be the day of the funeral and the remainder to be used within one (1) week of the day of the funeral. The "immediate family" shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, sons-in-law, daughters-in-law, stepbrother, stepsister, stepparents, stepchildren, foster children, grandchildren, or other family member permanently residing in the employee's household.

B. An employee shall be entitled to one (1) working day bereavement leave with full pay in the event of a death in the employee's non-immediate family. Non-immediate family shall mean step-grandparent or step-grandchild, brothers-in-law, sisters-in-law, nephews, nieces, uncles and aunts.

C. Employees needing additional time off for bereavement leave may request to use other paid time off or unpaid days for that purpose. Such requests shall not be unreasonably denied.

D. Proof of death may be requested by the Library.

**ARTICLE 26**  
**FMLA/FLA LEAVES & MATERNITY LEAVE**

A. **FMLA/FLA Leaves:** Employees may be eligible for an unpaid family and medical leave under the Federal Family and Medical Leave Act of 1993, as amended ("FMLA"). Employees may also be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have one year of service with the Library and, at least 1,000 hours of work (for NJ leave) and 1,250 (for Federal leave) during the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months under (FLA). Employees taking FMLA leaves and NJFLA leaves will be required to use accrued sick leave or disability or workers' compensation leave, where applicable, concurrent with the approved leave.

B. **Maternity Leave:** Request for maternity leave shall be made in writing no later than thirty (30) days prior to the commencement of the leave, except where emergent circumstances warrant shorter notice. The pregnant employee shall be granted earned and

accumulated sick and leave time during the pregnancy and the period following childbirth, as indicated in a physician's note, which should clearly outline disability parameters. In addition, a female employee may be granted maternity leave without pay for up to one (1) year provided, however, that such leave is medically necessary as the result of a continuing disability related to the pregnancy or childbirth. The necessity for such leave, together with a statement explaining the disability and its relationship to either the pregnancy or childbirth, shall be verified in writing by a doctor and presented to the Employer, along with the employee's request for leave. The Employer retains the right to require such medical examinations by its physicians as are reasonably necessary to determine the medical necessity for the requested leave.

C. Nothing in this Article shall be construed as applying, directly or indirectly, to any employee not covered by this contract and same shall not be construed as a waiver of any statutory rights, exceptions or defenses available to the Library.

**ARTICLE 27**  
**NJ SAFE ACT**

A. The NJ SAFE Act took effect November 1, 2013, and will provide a job-protected leave of absence to employees who are victims of domestic violence or sexual assault, or who are related to such victims.

B. Eligible employees are entitled to twenty (20) days of job-protected leave related to domestic violence or sexual assault. An eligible employee must have been employed for at least twelve (12) months and works at least 1,000 hours during that time. The Library will follow the provisions of this Act in accordance with the requirements outlined at the time the NJ SAFE Act goes into effect.

**ARTICLE 28**  
**UNPAID MEDICAL LEAVES OF ABSENCE**

A. Any employee with two (2) or more years of service with the Library who is unable to work because of non-work related illness, injury or contagious disease, shall be granted an unpaid medical leave of absence for the duration of such condition, up to a maximum of (6) months, or sooner if released by a licensed competent medical provider to return to work. This leave shall be in addition to any leave permitted under Article 26 of this Agreement. Any employee with less than two (2) years of service who is unable to work because of non-work related illness, injury or contagious disease and who does not qualify for a medical leave under Article 26 of this Agreement, may be granted an unpaid medical leave of absence at the discretion of the Library. During such medical leaves, the employee shall retain and accrue seniority. The period of leave will commence from the time of illness causing the employee to be removed from work duty.

B. During the period of absence, the employee shall not engage in full-time or part-time employment which exceeds the employee's medical restrictions. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved, and may result in disciplinary action up to and including discharge of employment.



C. Each employee shall be responsible for the continued payments of his/her benefit premium contributions and must make suitable arrangements with the Library for the continuation of all benefits.

**ARTICLE 29**  
**OTHER UNPAID LEAVES OF ABSENCE**

A. Any employee desiring a leave of absence without pay from the Library shall secure written permission from the Library with notice to the Union. Where practicable, a request for leave shall be requested in writing thirty (30) days prior to the commencement of the leave.

B. Approval of such a leave of absence shall be at the sole discretion of the Library. Approval shall not be unreasonably withheld.

C. The maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the Library. Permission for extension must be secured from the Library with notice to the Union.

D. Vacation, sick time, holidays and/or personal days shall not accrue during periods of non-medical or non-FMLA/FLA/NJ Safe Act leaves.

D. Each employee shall be responsible for the continued payments of his/her benefit premium contributions and must make suitable arrangements with the Library for the continuation of all benefits.

E. During this period of absence, the employee shall not engage in full-time or part-time employment, unless the employee was already engaged in that employment at the time the request for leave was made. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in disciplinary action up to and including discharge of employment.

**ARTICLE 30**  
**SALARIES/ WAGES**

A. All individuals who were employees on January 28, 2015, shall receive the following wage increases, and retroactive wage increases and compensation:\*

January 1, 2013: 3% (Retroactive wage increase and backpay to January 1, 2013)

January 1, 2014: 2% (Retroactive wage increase and backpay to January 1, 2014)

January 1, 2015: 2% (Retroactive wage increase and backpay to January 1, 2015)

January 2, 2015: \$150 rolled into base salary for all full-time employees.

January 1, 2016: 2%

January 1, 2017: 2%

\* The Employer shall issue the retroactive pay as soon as practicable after ratification.

B. In no case shall individuals no longer employed by the Library on January 28, 2015, be entitled to or receive any compensation or payment.

C. All newly hired employees covered under this Agreement shall have a minimum starting salary at the rates set forth in the charts below:

**New Hire Starting Salaries**

**Full-Time Employees**

	Jan-15	Jan-16	Jan-17
<b>Librarian</b>	\$45,641.00	\$46,553.82	\$47,484.90
<b>Library Assistant/Clerk</b>	\$22,714.81	\$23,169.11	\$23,632.49
<b>Custodial Maintenance Worker</b>	\$24,529.17	\$25,019.75	\$25,520.15

**Part-Time Employees**

	Jan-15	Jan-16	Jan-17
<b>Adult Page</b>	\$9.36	\$9.55	\$9.74
<b>Librarian</b>	\$21.85	\$22.29	\$22.73
<b>Library Assistant/Clerk</b>	\$9.36	\$9.55	\$9.74
<b>Technology Assistant</b>	\$9.10	\$9.28	\$9.47

**ARTICLE 31**  
**MEDICAL, INSURANCE AND OTHER BENEFITS**

The Library shall continue to make available to full-time employees and their families medical, prescription and dental insurance as provided in this Article. The cost of these benefits shall be shared by the Library and employee in accordance with P.L. 2011 c. 78, as amended, and as further set forth below. Pursuant to N.J.S.A. 40A:10-21.2, in any successor Agreement, the contribution to health care benefits shall be negotiated as if the fourth year employee premium share contribution was included in this Agreement.

A. **Medical Benefits:** Effective upon the signing of this Agreement, and all times thereafter, the Library shall make available three (3) medical benefits plans for employees to choose from: Bronze, Silver and Gold plans. The summary plan description of each of these plans is attached hereto as Appendix A. The maximum single and non-single deductibles for the Silver and Gold Plans shall be \$300/600. The Vision Plans for the Silver and Gold Plans provided under the previous Agreement shall remain intact. Employees will have the opportunity to select the plan that best meets their individual needs.

1. Effective March 1, 2015, the Silver Plan offered by the Library shall be the base plan for all covered employees with the employees' premium costs limited to the premium share in accordance with P.L. 2011 c. 78, as amended. Employees who select the Gold, or any other plan then offered with a higher premium, shall pay the entire difference between the premium cost of the Silver Plan and the premium cost of the plan selected. All premium costs that are the responsibility of the employee shall be made by way of pre-tax withholding of the contribution through payroll deduction.

2. As soon as practicable after the ratification of this Agreement, the Library will notify employees of an open enrollment period for the purposes of the employee selecting the appropriate plan for their specific needs. For that period, the Library shall offer a Bronze, Silver and Gold Plan as set forth in Attachment "A" hereto.

3. The Library shall have the right during the term of this Agreement:

- a. to change the medical and/or prescription plans to the State Health Benefits Plan New Jersey Aetna or Horizon 20/30 Plan, which are in effect as of January 1, 2015, or to a plan equivalent in benefits to the medical benefit plans named in paragraph A.1. of this Article, with co-payments for all doctor's visits and other services, identical to the co-payments in those plans; and/or
- b. to change the prescription plans to the State Health Benefits Plan New Jersey Aetna or Horizon 20/30 Plan, which are in effect as of January 1, 2015, or to a plan equivalent in benefits to the prescription benefit plan set forth in this Agreement, with retail and mail order co-payments for generic, preferred brand and non-preferred brand identical to the co-payments set forth in paragraph C. of this article.

B. **Dental Benefits:** The Library shall provide dental benefits for full-time employees covered by this Agreement and each employee's family under the Delta Dental Plan on the following basis:

1. 100% coverage for preventive dental expense and diagnostic service expenses as defined in the Delta Dental Plan schedule of benefits set forth in Appendix A.

2. Coverage for prosthodontics and orthodontic services as defined in the Delta Dental Plan schedule of benefits set forth in Appendix A on a 50/50 co-payment basis after each patient pays a fifty dollar (\$50.00) deductible per calendar year, up to a one hundred fifty dollar (\$150) maximum.

Part-time employees shall have the option to be covered by the same plan, but the cost shall be paid by the employee, except that part-time employees who already receive dental benefits at the time of ratification shall continue to pay contributions pursuant to the collective negotiations agreement expiring December 31, 2010.

C. **Prescription Benefits:** Effective March 1, 2015, and each year thereafter, the Library shall provide prescription coverage for employees covered by this Agreement and each employee's family on the following basis:

<b><u>RETAIL</u></b> (30 Day Supply)		
<b>Generic</b>	<b>Preferred Brand</b>	<b>Non-Preferred Brand</b>
\$10.00	\$15.00	\$25.00
<b><u>MAIL ORDER</u></b> (Up to 90 Day Supply)		
<b>Generic</b>	<b>Preferred Brand</b>	<b>Non-Preferred Brand</b>
\$20.00	\$30.00	\$50.00

D. **Waiver of Coverage:** Eligible employees wishing to opt out of health coverage after January 1, 2015 may do so for an annual rebate. Rebate amounts are as follows:\*

<b>MEDICAL</b>	
Family	\$2,000.00
Employee and Spouse	\$1,500.00
Parent and Child(ren)	\$1,200.00
Single	\$1,000.00
<b>DENTAL (reimbursed at single rate only)</b>	
Single	\$82.00
<b>PRESCRIPTION</b>	
Family	\$435.00
Employee and Spouse	\$378.00
Parent and Child(ren)	\$274.00
Single	\$239.00

\*Employees who are receiving opt-out payments at the time of ratification shall continue to be paid, through December 31, 2015, the rebate amounts set forth in the collective negotiations agreement expiring December 31, 2010.

Payment shall be made quarterly for the preceding quarter. Employees wishing to opt back into coverage may do so during open enrollment, or at any time that a qualifying event occurs (i.e., birth, marriage, divorce, death, etc.).

E. **Flexible Spending Accounts:** Pursuant to P.L. 2011, Chapter 78, the Library shall continue to provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. Section 125.

F. **Temporary Disability Coverage:** The Employer shall supply the short-term disability coverage provided by the State of New Jersey.

G. An employee shall continue to be covered by the insurance plans set forth in this Article for six (6) months while on a leave of absence. During the period of the leave, the employee must continue to contribute his/her share towards the cost of the insurance premiums.

## **ARTICLE 32** **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 33** **SEVERABILITY OF AGREEMENT**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 34** **AMENDMENTS**

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by the parties thereto.

**ARTICLE 35**  
**TERM AND RENEWAL OF AGREEMENT**

This Agreement shall be in full force and effect as of 12:01 a.m., January 1, 2011, and shall be in effect up to and including December 31, 2017. This Agreement shall continue in full force and effect from year-to-year thereafter, unless either party gives notice, in writing, no sooner than one hundred fifty (150) or no later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this 28th day of February, 2015.

BY: Laverne Mann  
**Laverne Mann, Director**  
**CHERRY HILL LIBRARY**

BY: Tim Terifay  
**Tim Terifay**  
**UFCW LOCAL 1360**

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#30	SALARY/WAGES.....
#13	SENIORITY .....
#33	SEVERABILITY OF AGREEMENT.....
#20	SICK LEAVE.....
#14	SUPERSEDING .....
#35	TERM AND RENEWAL OF AGREEMENT.....
# 4	UNION RIGHTS.....
# 28	UNPAID MEDICAL LEAVE OF ABSENCE.....
#19	VACATIONS.....

# APPENDIX A



**Cherry Hill Township**  
**AmeriHealth New Jersey - Comparing ALL alternatives**

<i>Plan Level</i>	<i>Bronze</i>	<i>Silver</i>	<i>Gold</i>
PLAN TYPE	<i>No PCP/No Referrals</i>	<i>PCP/Referrals Required</i>	<i>No PCP/No Referrals</i>
	PPO HDHP 2500/70%	POS \$20/\$35	PPO \$20/\$35
<b>IN-NETWORK</b>			
Physician copay	70 % after deductible	\$20	\$20
Specialist copay	70 % after deductible	\$35	\$35
Hospital copay	70 % after deductible	100% after deductible	100% after deductible
Mental/Behavioral Health Inpatient	70 % after deductible	100% after deductible	100% after deductible
Mental/Behavioral Health Outpatient	70 % after deductible	\$35 NO deductible	\$35 No deductible
Outpatient Surgery	70 % after deductible	100% after deductible	100% after deductible
Durable Medical Equipment	70 % after deductible	100% after deductible	100% after deductible
Urgent Care	70 % after deductible	\$35 NO deductible	\$35 No deductible
Emergency Room copay	70 % after deductible	\$100 waived if admitted	\$100 waived if admitted
Radiology	100% after deductible (routine/diagnostic) 70 % after deductible (MRI, MRA/PET)	100% No deductible	100% No deductible
Glasses	Not Covered	Rider Option	Rider Option
Deductible	\$2500 Indiv / \$5000 Fam	\$300 Indiv / \$600 Fam	\$300 Indiv / \$600 Fam
Coinsurance	70% after deductible	0%	0%
Out of Pocket Maximum	\$5000 Indiv/ \$10,000 Fam	\$2,000 Indiv/ \$4,000 Fam	\$2,000 Indiv/ \$4,000 Fam
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Prescription	NA	NA	NA
<b>OUT-OF-NETWORK</b>			
Hospital copay	50% after deductible	70% after deductible	70% after deductible
Deductible	\$5000 Indiv/ \$10,000 Fam	\$300 Indiv /\$600 Family	\$300 Indiv/ \$600 Fam
Coinsurance	50% after deductible	70% after deductible	70% after deductible
Out of Pocket	\$10,000 Indiv/ \$20,000 Fam	\$6,350 Indiv / \$12,700	\$6,350 Indiv/ \$12,700 Fam
Lifetime Maximum	Unlimited	Unlimited	Unlimited

\*Benefit displayed have not yet been approved by Legal and are subject to change. \*PPO and HMO/POS networks contain a slight difference in network. PPO network contains approximately 80 more providers than the HMO/POS network.



**DELTA DENTAL OF NEW JERSEY, INC.  
CHERRY HILL TOWNSHIP  
Group No. 3202**

Plan Design	Delta Dental Premier®/Advantage Program			
	Delta Dental Premier® Program	Advantage Program	Delta Dental PPO <sup>SM</sup> Program	DeltaCare® Plan NJ6
Preventive & Diagnostic	100%	100%	100%	No Charge
Basic	50%	50%	80%	No Charge
Crowns	50%	50%	50%	See Below
Prosthodontics	50%	50%	50%	See Below
Orthodontics	50%	50%	50%	See Below
<b>Annual Maximum</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>None</b>
<b>Lifetime Ortho Maximum</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>See Below</b>
<b>Deductible (waived on P&amp;D<sup>***</sup>)</b>	<b>\$50/\$150</b>	<b>\$50/\$150</b>	<b>\$50/\$150</b>	<b>None</b>
<b>Procedure Codes</b>	<b>Approximate Employee Out-Of-Pocket Costs*</b>			
0120- Periodic Oral Exam	\$0.00	\$0.00	\$0.00	\$0.00
0210- X-Rays, Complete Series	\$0.00	\$0.00	\$0.00	\$0.00
0272- 2 Bitewing X-Rays	\$0.00	\$0.00	\$0.00	\$0.00
1110- Adult Prophylaxis	\$0.00	\$0.00	\$0.00	\$0.00
2150- 2 Surface Filling	\$80.00	\$72.00	\$19.80	\$0.00
2330- 1 Surface Comp. Resin Filling	\$75.00	\$68.50	\$17.00	\$0.00
2750- Porcelain/Gold Crown	\$565.00	\$469.00	\$400.00	\$290.00
3310- Anterior Root Canal	\$392.50	\$307.50	\$91.00	\$0.00
4341- Scalings & Root Planing (Quad)	\$122.50	\$90.00	\$25.60	\$0.00
5110- Complete Upper Denture	\$730.00	\$575.00	\$478.00	\$300.00
6750- Abutment Crown	\$555.00	\$469.00	\$400.00	\$290.00
7140- Single Extraction	\$92.50	\$69.00	\$19.00	\$0.00
8000- Orthodontics**	\$3,800.00	\$3,800.00	\$3,800.00	\$2,200.00

\*Assumes utilization of a network dentist in each program.

\*\*Based upon a \$4,800.00 charge.

\*\*\*P & D=Preventive & Diagnostic

Visit your own dentist. If you do not have a dentist, there is a directory available with your plan administrator listing participating dentists. You may call 1-800-DELTA-OK and a list of participating dentists located in your area will be mailed directly to your home or you may access our Website at [www.deltadentalnj.com](http://www.deltadentalnj.com).

During your FIRST appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Social Security number. Your dependents, if covered, should give YOUR SOCIAL SECURITY NUMBER.

If you have any questions regarding your dental benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, at 1-800-452-9310.

between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this comparison.

*Costs are estimated on average dental charges for each procedure based on information from Delta Dental.*