

AGREEMENT
BETWEEN

THE CAMDEN COUNTY LIBRARY COMMISSION

and

CAMDEN COUNTY COUNCIL #10 (Support Staff)

Effective: January 1, 2000 through December 31, 2003

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PREAMBLE

This Agreement entered into this day of 2000 by and between the CAMDEN COUNTY LIBRARY COMMISSION, hereinafter called the "Commission" and Camden County Council # 10, hereinafter called "Union," has as its purpose the promotion of harmonious relations between the Commission and the Union; the establishment of an equitable, prompt and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to avoid interruptions of and interference with services; and represents the complete and final understanding on all bargainable issues between the Commission and the Union.

ARTICLE I
RECOGNITION

Section A. The Commission recognizes the Union as the sole and exclusive collective bargaining representative of full-time and part-time employees, and hereinafter defined, employed by the Commission in the following job classifications as set forth in the Certification of Representative in PERC Case No. RO-1027: 2000-73.

Assistant Supervisor Building Services Building Maintenance Worker

Clerk Typist Computer Operator

Computer Operator

Trainee Computer Service Technician

Library Assistant Library Assistant Bilingual (Spanish/English)

Library Assistant/Typing Library Clerk Driver

Library Page

Offset Machine Operator Principal Account Clerk/

Typing Principal Clerk/Typing Principal Library Assistant/Typing Senior Building

Maintenance Worker Senior Clerk Typist

Senior Library Assistant

Senior Library Assistant Bilingual (Spanish/English) Senior Library Assistant/Typing Senior Purchasing Assistant

Senior Receptionist/Typing Telephone Operator/Receptionist/

Typing Section B. All other persons employed by the Commission including, but not limited to: Assistant Director Chief Librarian

Library Director

Principal Clerk

Typist (Director's secretary) Supervising Librarian

Supervisor Building

Service Supervising Library Assistant

Student Assistants Supervisors

(as defined under the Public Employment Relations Act as amended, called "The Act"), are expressly excluded from the bargaining unit covered by this Agreement.

Section C. 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 D. 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 E. 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 F. 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 G. (1) A "temporary employee" shall refer only to an employee A) who is hired for a period of up to six (6) 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 six (6) month period may be extended at the option of the Commission to an additional six (6) 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 H.

- (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 I. 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 J. 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 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
AGENCY SHOP

- (1) The Commission agrees to deduct the fair share fees of 85% of the current dues 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.
- (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 percent (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.

ARTICLE III SENIORITY

Section A. Seniority is defined as an employee's total length of service with the Commission, beginning with his or her date of hire. Section B. An employee who incurs a break in service with the Employer (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he or she was not employed by the Commission. Section C. The Commission shall maintain an accurate, up-to- date seniority roster showing the date of hire, permanent appointment date, 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 IV
WORK SCHEDULES

Section A. The regularly scheduled work week shall consist of any five (5) days from Monday to 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 employer shall have the right to make changes in any employee's work schedule with a thirty (30) day written notice to the affected employee and the Union. An employee may request a schedule adjustment. Such request shall not be unreasonably denied. Section D. Weekend hours will be scheduled on a rotational basis for full-time employees by the department/branch supervisor. Section E. Time traveling between work locations during scheduled work hours shall be paid at the employee's current hourly rate.

ARTICLE V OVERTIME

Section A. "Overtime" refers to any time worked beyond the regular hours of duty, which, for the titles covered by the Agreement, is presently seven (7) hours per day, and is granted only when an employee is ordered to work by a supervisor. Section B. Employees on a part-time or seasonal basis are not

eligible for overtime unless total hours for the week exceed thirty-five (35). Section C. Overtime shall be compensated at the rate of one and one-

half (1 1/2) the employee's regular rate of pay. The employees shall have the option of taking pay or compensatory time. Compensatory time must be taken within ninety (90) days of accrual. Compensatory time not taken within the ninety (90) day limit will be scheduled off by the employer between the 90th and 120th day. Overtime shall be paid under any of the following conditions:

- (1) 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 and one-half (1 1/2) the employee's hourly rate of pay.
- (2) All work performed in excess of the employee's regular hours of duty in any one(1)week except those hours for which time and one-half or double is compensated shall not be included in the base weekly hours.
- (3) Those employees whose regularly scheduled shift of duties requires them to work on a holiday as defined herein shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to being paid for the hours worked on the holiday, with the exception of Good Friday.(See Article XXI, Section G.) Section D. Employees working on Sunday will receive seven (7)

hours pay for four (4) hours of work provided such work does not

fall within the regular shift of duty. Section E. When employees are

assigned to perform work on the 6th consecutive day of their scheduled work week, they shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay. When such employees are assigned to work on the 7th consecutive day, they shall be compensated by double their regular rate of pay.

Section F.

Overtime shall be paid no later than the second pay period after the overtime is performed.

Section G. Any employee who is requested and returns to work during periods other than his or her regularly scheduled shift shall be paid time and one-half *for* such work and be guaranteed not less than *four* (4) hours pay, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his or her regular work shift overlap, he or she shall be paid time and one-half *for* that period worked prior to or after the regular shift. Thereafter, *for* the balance of his or her regular work shift, he or she shall be paid at the appropriate rate. Section H. Overtime work shall be distributed as equally as possible

among employees within the same classification.

ARTICLE VI
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. In any case, where a position requires a person with special qualifications, the Commission may make such an adjustment in the hiring rate as it deems necessary to properly and justifiably fill a position.

Section C. The salary authorized under these regulations shall be interpreted as exclusive of any bonus payments or longevity pay, authorized pursuant to statute. Section D. The pay rates provided for in this Agreement are fixed on the basis of full-time service in a full-time position. If any position is, by action of the Commission, established on a basis of less than full-time service, or if, with the approval of the Commission, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of pay provided for the position (unless otherwise stated) shall be proportionately reduced in computing the pay rate payable for part-time service.

Section E. When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his or her existing title) from one class or title to another having a higher salary, than his or her salary shall be adjusted so that the employee is guaranteed an annual increase of at least 5%. In no event shall such employee's salary be less than that which he or she received in his/her prior title. Section F.

1. An employee who performs work in a higher classification than his/her own shall be paid at the higher rate after he/she has performed such work for two (2) consecutive calendar weeks. Payment will start with the third (3rd) consecutive calendar week.
2. Once an employee has qualified under Section F1, any subsequent period of work in a higher classification will be paid from the first day, as long as:
 - a. He/she works in the same classification for at least two (2) consecutive calendar weeks, and
 - b. The subsequent period begins within twelve (12) calendar months of the original qualifying event.
3. This section does not apply when replacing employee(s) for vacation leave, personal leave as defined in Article XX, Personal Leave and compensatory time.

ARTICLE VII DIFFERENTIAL
PAY

Section A. Employees assigned to the second shift, starting 1 P.M. or after, shall be compensated at an additional rate of 10% of the hourly rate for those days on which they are assigned to the second shift, provided such employees regular work day schedule is seven (7) or more hours.

Section B. If a person is required to carry an electronic page 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 beeper. Such payment(s) shall be made to the employee(s) at the end of each calendar year, prorated for time periods less than, or in excess of, a cumulative six (6) month periods within the calendar. Pro-rated payments shall be calculated based on minimum time periods of at least a month.

ARTICLE VIII LONGEVITY PAY

Section A. As of the signing of this agreement, longevity will be granted annually on or about December 1st in a separate check to all full-time and to part-time employees hired prior to September 9, 1997, for the time covered by the longevity provisions with five (5) or more year's service on the following schedule: 5 years 2% 7 years 3% 10 years 4% 20 years 6% Section B. In calculating longevity pay, in the above schedule, such

longevity shall not be calculated on annual salary amounts in excess of \$22,000. As of 2002, such longevity shall not be calculated on annual salary amounts in excess of \$25,000. The employee must be in a paying status as of July 1st the year longevity is to be paid, if employee subsequently leaves the employ of the Commission by virtue of retirement or in good standing. In computing longevity, the effective date shall be December 31st. If an employee leaves the service of the Commission after July 1st, but prior to December 31st, longevity will be based on his/her length of service as of December 31st of the current year, prorated. If the employee leaves prior to July 1st, no longevity shall be paid. In case of death, longevity will be paid to the employee's estate. Section C. Length of service as that term is used herein shall be

defined as an employee's total length of service with the Commission, beginning with his/her date of hire. Section D. Those employees hired after the September 9, 1997 will not be eligible for longevity payments. Section E. Employees who wish to have their longevity payment disbursed as regular salary, paid in the employee's paycheck, may exercise that option during November, in order to start such payment in the following calendar year. An additional five percent (5%) of the longevity amount will be added to this payment, to be disbursed in twenty-six (26) installments, added to the base salary. This option will be available annually with enrollment in November for the following year. Once an employee exercises this option, they may not revert to the lump sum longevity payment.

ARTICLE IX
SICK LEAVE

Section A. Sick leave may be used by employees who are unable to work because of personal illness or injury; exposure to contagious disease; care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or death in the employee's immediate family, for a reasonable period of time. Section B. The term "immediate family" is hereby defined to include

the following: mother, father, mother-in-law, father-in law, brother, sister, spouse, child, grandchild, grandmother, grandfather, foster child, legal ward, legal guardian, and other relatives residing in the employee's household. Section C. All permanent and provisional full-time employees shall be entitled to sick leave with pay. All part-time permanent and provisional employees shall be entitled to sick leave with pay on a prorated basis. Temporary employees, casual employees and ~ other employees, including but not limited to those on an hourly or seasonal basis are not eligible for sick leave. 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 31st. Sick leave shall then accrue at 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 to his or her credit from year to year, and the employee shall be entitled to such accumulated sick leave with pay if and when needed. Section F. If any employee is absent for five (5) consecutive working days for any of the reasons set forth in Article IX, Sick Leave - Section A, the Commission 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. At the discretion of the Director at any time an employee seeking sick leave may be required to submit medical "evidence". If sick leave is not approved, the time involved during y which the employee was absent may be charged to vacation credit if

- mutually agreed by the Director and the employee. Section H. An employee who does not expect to

report to work on Monday through Friday for any reason listed in Article IX, Sick Leave - Section A, shall notify the office by telephone or personal messenger no less than 30 minutes prior to their assigned starting time. Procedures on weekend days and open holidays are outlined in the Personnel Manual, as revised subsequent to the execution of this agreement. Failure to comply with the call in procedure may result in disciplinary action. Section I. Employees with twenty-five (25) years or more of continuous service in the Camden County Library and/or Camden County, and who retire at age fifty-five (55) or over will be entitled to receive one-half of accumulated sick leave at retirement up to a maximum of 500 hours for full-time employees, prorated for part-time employees. Payment options

are as follows:

- 1) lump sum at retirement
- 2) payment toward the employee's health benefits costs after retirement
- 3) prorated and added to the employees salary during the last year of employment
- 4) prorated leave taken over the course of the last year of employment

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

ARTICLE X
VACATIONS

Section A. All employees except temporary and seasonal shall be entitled to vacation leave based on their anniversary date of hire as follows:

Date of Hire through the end of the year - 1 day per month

1 Year of Service - 12 days per year

2 Years of Service - 13 days per year

3 Years of Service - 14 days per year

4 Years of Service - 15 days per year

5 Years of Service - 16 days per year

6 Years of Service - 17 days per year

7 Years of Service - 18 days per year

8 Years of Service - 19 days per year

9-up to 18 Years of Service - 20 days per year

18-up to 25 Years of Service - 22 days per year

25+ Years of Service - 25 days per year

Adjustments to the Vacation Leave allotment will be made as of

Pay Period #1 of the year in which anniversary of the date of hire falls.

Section B. Period of a Leave of Absence without pay shall be deducted from an employees' continuous service for the purpose of determining the earned seniority credit for vacation leave.

Section C. All part-time employees except temporary and seasonal shall receive vacation credits on a pro-rated basis.

Section D. If within any calendar year vacation or any part thereof is not taken, such vacation or any part thereof not taken may accumulate and shall be granted during the next succeeding calendar year only.

Section E. In order to exercise seniority, vacation requests shall be submitted by the employee by March 31st. Failure to submit such request by March 31st will result in a loss of seniority preference for the employee. The scheduling of all vacation is subject to the approval of the employee's supervisor and notification to the administration office. All vacation requests shall be submitted a minimum of three (3) business days in advance.

Section F. Vacation Leave may be taken in half-hour units.

Section G. If while on vacation an employee becomes ill or there is a death of a family member covered by Article XIX - Bereavement Leave, the employee shall inform the employer and the vacation time shall be changed to reflect sick leave or bereavement.

ARTICLE XI 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 or vacation leave.

Section B. Permanent employees may request a leave of absence without pay for good cause not to exceed six (6) months, which leave can be extended for up to an additional six (6) months by the Director. Request for such leave shall be made in writing to the Director setting forth the reasons for the request and the duration of such leave. The Director shall respond in writing to such request within two (2) weeks of receipt. If no response is received within that time period, the request shall be deemed approved. Request for leaves of absence without pay shall not be unreasonably denied.

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

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

Section E. Request for leave must be made in writing and submitted to the Director via the supervisor or branch librarian in a timely manner as determined by the Director. Documentation must accompany said request, and must include the dates from beginning to termination of such leave if this can be determined.

Section F. Officers, trustees and shop stewards of Camden Council #10 shall be permitted one (1) day off with pay per year to attend the annual union seminar. The union will provide at least thirty (30) days advanced notice to the Director of the date, time and individuals who will be attending said seminar. Plus, an additional three (3) hours with pay ten (10) times per year to attend shop steward meetings. The union will provide the employer a yearly schedule of these meetings. Attendance may be denied if it causes extra hours or less than minimum staffing.

Section G. Agents of the union who are employees of the Commission

will be permitted to visit the employees during working hours at their work stations for the purpose of discussing union representation matters, as long as there is no undue interference with the employer's work. Whenever an employee of the Commission who is a representative of the union is scheduled to participate during work hours in negotiations, grievance proceedings, 10 conferences or meetings, he/she shall suffer no loss in regular pay or be charged with Sick Leave, Vacation Leave or Personal Leave. If the meeting is offsite, employees will be allowed to leave their work station up to one half-hour prior to the meeting and will be required to return to their work station at the conclusion of the meeting provided that there is one and one-half (1 1/2) hours of work time remaining.

Section H. Any employee seeking to attend union functions which are not directly related to issues involving the Library employees must provide notice at least two (2) weeks in advance and receive approval from the Director and the leave for such purpose is limited to a maximum aggregate of twenty-one (21) hours per year for the bargaining unit.

Section I. Employees using union time will not be compensated by the Library for additional hours beyond their regular schedule.

Section J. At the discretion of the Library Director, employees may be granted time off with pay to attend job related meetings or conferences that are sponsored by library-oriented organizations.

ARTICLE XII MILITARY LEAVE

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

ARTICLE XIII EDUCATIONAL
LEAVE

Section A. Permanent employees may request reimbursement for tuition of job related, preapproved courses designed to improve job skills for which the employee has received a satisfactory grade (C or above). Employees requesting tuition reimbursement must submit the required form and receive approval from the Director and their immediate Supervisor prior to registering for the course. Tuition shall be reimbursed upon completion of the course.

Section B. Permanent full-time employees may choose between one-half day off per week for the duration of the course or the tuition reimbursement, or a combination.

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. The maximum reimbursement for part-time employees shall be prorated based on the number of regularly scheduled hours per week.

Section E. This is a course reimbursement program not a degree reimbursement program.

ARTICLE XIV
EMERGENCY OR SPECIAL LEAVE

Section A. An employee shall be given time off without loss of pay when he or she is 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 XV
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 service;
- (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, he or she is released by the court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day. An employee will be paid only for the time actually required to serve on jury duty.

ARTICLE XVI
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 Commission 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 XXXI - Strikes and Lockouts - of this Agreement. All other appearances shall be charged to personal time or vacation.

ARTICLE XVII
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 should 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 he/she is fit to perform the job. Any temporary exception must be noted by the physician.

ARTICLE XVIII
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. The Family and Medical Leave policy will be distributed annually to each employee covered by this agreement during the month of January.

ARTICLE XIX BEREAVEMENT

LEAVE

Section A. In the event of death of an employee's spouse, child, father or stepfather, mother or stepmother, 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 and notwithstanding the occurrence of the funeral of said relative prior to the expiration of five (5) working days.

Section B. In the event of death of any 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 and notwithstanding the occurrence of the funeral of said relative prior to the expiration of 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 XX 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 reasons shall include but not be limited to: property settlement, religious holidays, 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.

Section D. Personal days shall not normally be taken in conjunction with vacation or sick leave and must be taken in the year given. Personal days are not cumulative and may not be carried to succeeding or subsequent years.

Section E. Requests for personal leave must be submitted to the Director for approval, which approval shall not be unreasonably withheld, 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 a personal business day by notifying his or her immediate supervisor 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 dead battery; or a family event of an important nature, such as a birth. Repair of household appliance, installation of furnishings and the like do not constitute an emergency, and must be arranged on the employee's own time.

Section G. Personal business days may be taken in half-hour units.

ARTICLE XXI HOLIDAYS

Section A. The following days are recognized as paid holidays:
New Year's Day Columbus Day Martin Luther King Day General Election Day President's Day Veteran's Day Good Friday Thanksgiving Day Memorial Day Christmas Eve (1/2) July 4th (Independence Day) Christmas Day Labor Day

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 before or after the employee's actual birthday with the approval of the employee's supervisor.

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

Section D. Holidays recognized in Section A which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on 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 Saturday will receive Saturday as the holiday. When a 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.

Section E. Should an official holiday fall within an employee's vacation period, employee may, at his/her option, celebrate the holiday immediately following his/her vacation.

Section F. 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 G. Employees who voluntarily work on Good Friday will receive time and one half and be entitled to a floating holiday, to be used within six (6) weeks before or after Good Friday. Employees who are regularly scheduled on Sundays will be given first opportunity to be scheduled to work on Good Friday. The Library will post notice of a voluntary work list six weeks prior to Good Friday. Subsequently, employees wishing to work on Good Friday will be scheduled on the basis of seniority within their 30 department/branch. Scheduling for Good Friday hours will not exceed the required number of employees to provide adequate service to the public as determined by management. Good Friday hours will be scheduled based on need at

each department/branch. Employees must notify the supervisor of their intended floating holiday date no later than two (2) weeks prior to the date.

Section H. Holiday Pay

- (1.) Holiday pay is pro-rated for all employees. Pro-rated is defined as per of hours the employee normally works per week divided by 5 For example, a prorated day for an employee who works 35 hours per week is 7. A prorated day for an employee who works 19 hours a week is 3.8 hours.
- (2.) When a holiday falls on a day the employee does not normally work the will be paid the prorated amount. The employee may choose to take the holiday pay in cash or compensatory time. The employee must note on their time sheet if holiday pay is to be paid in cash or compensatory time. If no notation is made, the holiday will be paid in cash.
- (3.) When a holiday falls on a day an employee normally works, the employee will be paid the pro-rated amount of holiday pay. If the amount of holiday pay does not equal the amount of hours the employee normally works on that day, the employee may elect to do one of the following:
 - a. Make up the additional hours on another day within the week.
 - b. Take vacation, personal or compensatory time to make up the additional hours.
 - c. Choose not to make up the hours.

ARTICLE XXII
RELIGIOUS HOLIDAYS

Section A. compensatory Employees may use personal days, vacation days, or time for the observation 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 XXIII
EMERGENCY CLOSINGS

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

Section B. There shall be no shift differential for employees assigned to evening hours on such days unless the employee actually worked on such day.

Section C. If an employee cannot report to work because of severe weather conditions, the time lost from work will be charged against personal leave.

Section D. In the event that no personal leave remains, the time lost from work will be charged to compensatory time or if that is not available, the time lost from work will be charged to vacation leave or as time off without pay, at the employee's option.

Section E. 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 F. If an emergency closing falls on an employee's vacation day or prearranged personal leave, 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.

ARTICLE XXIV INSURANCE

Section A. The County may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist under the 1989/90 contract are provided, except as provided below.

1. Effective January 1, 2001, the prescription co-pay: - for employees whose yearly salary is \$30,000 or less shall be two dollars (\$2.00) for generic prescription drugs, five dollars (\$5.00) for name brand prescription drugs, and seven dollars (\$7.00)' for maintenance prescription drugs.

- for employees whose yearly salary is between \$30,001 and \$50,000 shall be two dollars (\$2.00) for generic prescription drugs; seven dollars (\$7.00) for name brand prescription drugs, and ten dollars (\$10.00) for maintenance prescription drugs.

- for employees whose yearly salary is \$50,001 or more shall be two dollars (\$2.00) for generic prescription drugs, ten dollars (\$10.00) for name brand prescription drugs, and ten dollars (\$10.00) for maintenance prescription drugs.

There shall be no co-pay for mail-in prescription drugs.

After the purchase of three (3) consecutive months of maintenance prescription drugs, the prescription co-pay for maintenance drugs as set forth above shall be applicable for all such maintenance prescription drugs not ordered through the available mail-in procedures unless the prescription drug cannot be prescribed for ninety (90) days or cannot be mailed. The decision of the County to require a maintenance prescription drug co-pay as set forth above 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." 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 full year. At the end of the year, an employee may opt out of the "Preferred Providers" as designated by the 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 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. Herniorrhaphy
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 hospitalizations 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 precertification. Denial decisions by the Certification Administrator may be appealed to the County Director on 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 circumstances 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 benefits 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 \$100.00 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 12 visits per year unless a physician's order requires otherwise.
12. Effective upon date of signing, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependents medical claim or retirees claim. Maintenance of benefits means that the self-insurance 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 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 I

1	20%
2	18%
3	16%
4	12%
5	10%
6	8%
7	4%
8	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 the County HMOs at their current rate with the costs for the County's traditional self-insured plan and 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 County.

14. All participants currently retired from the County and those who retired from the County through December 31, 1994 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 of 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. 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 health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.

All employees who retire from the County after January 1, 1995 through December 31, 1996, 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 retire from the County on or after January 1, 1997, shall be entitled to receive all health and prescription benefits as set for 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%

Effective upon the signing of this agreement, any retiree age sixty-five (65) or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan no later than three (3) months after retirement, and remain 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.

15. Effective January I, 2001, the yearly deductible applicable to those employees enrolled in the County's traditional major medical plan shall increase to \$200 for single coverage/\$300 for family coverage.

Section B. 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.

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

Section F. Any employee covered by this agreement may choose, in writing, during the enrollment period, to participate in the I "optional health benefits program." Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance coverage through a working spouse or who choose not to maintain the County's health coverage.

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 Self-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 (1) full year, the County shall be entitled, through payroll deduction, 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. Optional Health Benefits Program: Employee's Current County Coverage Option Incentive

- 1) Employee & Spouse Drop County coverage \$400 per yr Spouse's plan covers employee and spouse.
- 2) Employee & Spouse Drop County coverage \$200 per yr for spouse. Spouse covered under spouse's plan.
- 3) Family (Employee, Drop all County coverage \$500 per yr Spouse & Employee, spouse and Children children covered under spouse's plan.
- 4) Family (Employee, Drop County coverage \$200 per yr Spouse & for spouse. Spouse Children covered under spouse's plan. Employee and children continue under County plan.
5. Family (Employee, Drop County coverage \$300 per yr Spouse & & for spouse and children Children Spouse and children covered under spouse's plan. Employee continues under County plan.
The incentive shall be paid to the employee no later than (1) month after the effective date of the option.
4. Effective upon date of signing, the incentive paid pursuant to paragraph three above shall be increased to fifty percent (50%) of the actual premium cost for the employee's coverage.
5. Effective upon date of signing, the incentive payments provided pursuant to paragraph three above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
6. Effective upon date of signing, the optional health benefits program provided above shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
7. Effective upon date of signing the optional health benefits program set forth above shall be extended to the County's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive of fifty percent (50%) of the annual premium cost, paid in equal monthly installments, under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program.
8. Effective January 1, 2001, the incentive paid shall be fifty percent (50%) of the combined average of all County HMO's at their current rate and the rate for the County's self-insured plan at the prior year's rate, for the coverage dropped.

Section G. Effective upon the signing of this agreement, the County shall provide as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or 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 one annually.

ARTICLE XXV
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 against 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/Lunch: Full-time employees scheduled for a 7-hour day will be scheduled for one 15-minute break for each 3.5 hours worked. Employees working four (4) hours per day will be scheduled for a 15-minute break. Anyone working less than four (4) hours will not be scheduled for a break. These breaks are paid time and are not accruable. Employees working seven (7) hours will be scheduled for an additional hour unpaid lunch break. Those working six (6) hours will be scheduled for an additional half-hour unpaid lunch break.

Section C. 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 D. 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 authorizations for the examination and the eyeglasses.

Annual Examination \$80.00

for new patients
\$75.00
for current patients

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

Section E. Employees under this bargaining unit shall be covered by New Jersey Temporary Disability Program.

Section F. Effective the first of the month following the signing of this agreement, all participants in an HMO shall be subject to a five dollar (\$5.00) co-pay for all visits to a primary physician. Participants shall be subject to co-pay for other ~ services covered by the HMO, according to the formula in the five dollar (\$5.00) primary co-pay coverage plan.

Section G.

1. The Commission will reimburse employees who are required and receive authorization from the Director of the Library or a person designated by the Director of the Library to use a private vehicle for the discharge of official library business.
2. Reimbursement will be at the rate of \$.28 per mile for the year 2000 and \$.30 per mile effective January 1, 2001.
3. Vouchers for reimbursement should be submitted by the end of each calendar month to the supervisor of said employee.
4. Paid parking and toll charges are not included in the mileage rate. Tolls and parking will be reimbursed. However, receipts may be required.
5. 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 the work site will be reimbursable.
6. When an employee is required to work at another work site other than their normally assigned work site, they will be reimbursed for the difference of additional mileage incurred, unless the employee volunteers.

Section H. The Commission shall pay to the Council #10 Health and Welfare Fund for each employee working twenty (20) or more hours per week, covered by this Agreement on the following I schedule:

2000 \$180
2001 \$300
2002 \$325
2003 \$325

ARTICLE XXVI

WORK RULES

Section A. The Commission may establish reasonable and necessary rules of work and conduct for its employees. Such rules shall be equitably applied to all employees covered by this Agreement. No new rules or modifications of existing rules shall be established without prior notice to and negotiation with Council #10 pursuant to NJSIA 34:13A-S.3. 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.

ARTICLE XXVII

SAFETY AND HEALTH

Section A. The Commission shall, at all times, maintain safe and healthful working conditions, and tools or devices reasonably 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 XXVIII

EQUAL TREATMENT

Section A. The Commission agrees that there shall be no discrimination or favoritism for reasons of sex, age, national origin, race, religion, marital status, disability, sexual orientation, political affiliation, staff association membership or activities unless as allowed by federal and state law.

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

ARTICLE XXIX

GRIEVANCE PROCEDURES

Section A. Any grievance or dispute that might arise between the parties in reference to the application of or the meaning, or the interpretation of this Agreement shall be settled in the following manner:

Step 1: The grievant or the Union may institute action 14 calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. If there is no oral agreement reached with the immediate supervisor, the grievance shall be submitted in writing to the Department Head/Branch Manager within the same 14 calendar days after the event giving rise to the grievance occurred. Failure to act within said 14-calendar day shall be deemed to constitute an abandonment of the right to file a grievance. The Department Head/Branch Manager shall respond in writing within seven (7) calendar days after receipt of the grievance.

Step 2: If the Union wishes to appeal the written decision of the Department Head/Branch Manager, such appeal shall be presented in writing to the Director or designee within ten (10) days of the union receiving the written response from the Department Head/Branch Manager.

The Director of designee shall meet with the Union within ten (10) calendar days of receipt of the appeal and shall respond in writing no later than seven (7) days after the meeting.

Step 3: If the Union wishes to appeal the written decision of the Director and/or their designee, such appeal shall be presented in writing to the Commission designated Hearing Officer within 14 calendar days of the Union receiving the written response from the Director's designee. The Commission designated Hearing Officer shall conduct a hearing as soon as practicable and render a decision in writing on the grievance. The decision of the Hearing Officer shall be binding on both ~ parties unless appealed to arbitration.

Step 4: If dissatisfied with the decision of the Hearing I Officer at Step 3, either party may submit the dispute to I arbitration pursuant to the rules and regulations of the' Public Employment Relations Commission within 30 calendar days of receipt of the written decision of the Hearing Officer at Step 3. The cost of the services of the arbitrator shall be borne equally by the Union and the Commission. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

a. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

b. 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 involved in the grievance. The arbitrator shall have *no* 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 in writing with reasons therefore and shall be final and binding on the parties.

Section B. Upon prior notice to and authorization of the Director, designated Union representatives, whether employees of the Commission, or not, shall be permitted to confer with employees and other Commission officials on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Commission or require the recall of off-duty employees.

Section C. The time limits expressed herein shall be strictly adhered to. If a grievance has not been initiated within the time limits specified, or if the 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.

ARTICLE XXX

JOB POSTING

Section A. The Commission shall post all notice of job vacancies and/or newly created positions for a period of seven (7) calendar days on the staff bulletin board. Notice will be posted at all library sites and a copy will be sent to the Union president at the same time the notice is posted.

ARTICLE XXXI

STRIKES AND LOCKOUTS

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/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, a slow-down, walk-out or other illegal job action against the Commission. The Union agrees that such actions would constitute a material breach of this Agreement.

Section 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 Commission and that the Union will publically disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such 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 lockout of any of its employees.

ARTICLE XXXII 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 United States, including, without limiting the generality of the foregoing, the following rights:

- (1) To engage in the executive management and administrative control of the Library and its properties, facilities and the activities of its employees by utilizing personnel, methods and 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 management to make maintain and amend such reasonable rules and regulations as it 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 layoff 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 and 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 XXXIII GENERAL PROVISIONS

Section A. The Commission and the Union agree to establish a "Labor Management 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.

Section F. Volunteers will be supervised by Supervising or Principal Library Assistants according to their contract and depending on the task assigned to the volunteer. Supervision is defined as screening potential volunteers for work in a given department or branch of a Library, explaining to the volunteer assigned to them and being responsible for general orientation and initial training; reviewing work performance with them; counseling volunteers in terms of their work performance and if a volunteer leaves for any reason conducting exit interview. Other staff members working with volunteers may assist in training, assign tasks for particular volunteer shift, answer questions related to those tasks and give general feedback to the supervisor.

Section G. The Commission shall be responsible for printing this collective bargaining agreement within sixty (60) days of its execution of the parties. At least 150 copies shall be supplied to Council #10.

ARTICLE XXXIV CONFERENCES

Section A. Employees, as defined in Article I, may be granted time off, at the sole discretion of the Director of the Library, to attend library-related meetings.

Section B. Such attendance at library-related conferences will be on a rotational basis.

Section C. All employees interested will be granted time off without loss of pay to attend some part of a state or regional library-related conference. To the extent that the budget allows, all or part of the expenses for said library-related conference will be paid by the Commission.

Section D. Attendance at other library-related meetings will be granted as the schedule permits, at the sole discretion of the Director of the Library.

Section E. Employees holding office or committee assignments in library-related organizations will be given priority where conflicts in schedule arise reimbursed at the membership rate.

ARTICLE XXXV SEPARABILITY

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 this

agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

Section B. In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void no later than sixty (60) days after the effective date of the legislation.

ARTICLE XXXVI

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 or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXVII

DURATION/TERMINATION

Section A. This Agreement shall be in full force and effect as of January 1, 2000 and shall remain in effect to and including December 31, 2003, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other in writing within the time periods set forth herein. To commence negotiations for a successor agreement, either party shall notify the other in writing, no sooner than one hundred and twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

Section B. Notwithstanding Paragraph A hereof, salary increases as set forth in Article VI Section A, and annexed in Appendix A, shall be effective retroactive to Pay Period #1, 2000. 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, 2000.

APPENDIX A SALARIES

1. As of pay period #1, 2000, the entire scale will be increased by three percent (3%).
2. As of pay period #1, 2001, every employee will move up a step, which represents a three percent (3%) increase.
3. As of pay period #1, 2002, every employee will move up a step which represents a three percent (3%) increase.
4. As of pay period #14, 2002, the entire salary scale will be increased by one percent (1%).
5. As of pay period #1, 2003, the entire scale will be increased by one percent (1%).
6. As of pay period #1, 2003 every employee will move up a step which represents an additional three percent (3%) increase.
7. Steps will be created to provide adjustments for employees who have reached the maximum level.

NOTE: The entire salary package represents a 13.5% pay increase over a 4 - year period.