

Contract no 1417

A G R E E M E N T

BETWEEN

CAMDEN COUNTY LIBRARY COMMISSION  
CAMDEN COUNTY, NEW JERSEY

and

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
DISTRICT COUNCIL 71, AFL-CIO

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January 1, 1991 through December 31, 1992

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## TABLE OF CONTENTS

PREAMBLE.....	1
I RECOGNITION.....	2
II MANAGEMENT RIGHTS.....	3
III MAINTENANCE OF WORK OPERATIONS.....	6
IV NON-DISCRIMINATION.....	8
V ASSOCIATION RIGHTS AND PRIVILEGES.....	9
VI DUES DEDUCTIONS.....	11
VII UNION-MANAGEMENT LIAISON COMMITTEE.....	15
VIII GRIEVANCE PROCEDURE.....	16
IX SALARIES.....	22
X LONGEVITY.....	24
XI WORK SCHEDULES.....	26
XII EMERGENCY CLOSINGS.....	28
XIII HOLIDAYS.....	30
XIV VACATIONS.....	32
XV SICK LEAVE.....	35
XVI PERSONAL BUSINESS LEAVE.....	38
XVII BEREAVEMENT LEAVE.....	40
XVIII RELIGIOUS HOLIDAYS.....	41
XIX MATERNITY LEAVE.....	42
XX MILITARY LEAVE.....	43
XXI JURY LEAVE.....	44
XXII COURT APPEARANCE.....	45
XXIII EMERGENCY OR SPECIAL LEAVE.....	46
XXIV EDUCATIONAL LEAVE.....	47
XXV LEAVES OF ABSENCE.....	48

XXVI	PROFESSIONAL CONFERENCES.....	50
XXVII	PERSONNEL FILES.....	51
XXVIII	PENSION PLAN.....	53
XXIX	REIMBURSEMENT FOR MILEAGE.....	54
XXX	SEPARABILITY AND SAVINGS.....	55
XXXI	INSURANCE.....	56
XXXII	FULLY-BARGAINED AGREEMENT.....	65
XXXIII	DURATION OF AGREEMENT.....	66
	EXHIBIT A1, LETTER OF UNDERSTANDING #1.....	67
	EXHIBIT A2, LETTER OF UNDERSTANDING #2.....	70

PREAMBLE

This Agreement entered into this 10th day of September 1991, and effective retroactively to January 1, 1991, and by and between the CAMDEN COUNTY LIBRARY COMMISSION, in the County of Camden, State of New Jersey, hereinafter called the "Commission," and Local 1454A, Echelon Library Association affiliated with American Federation of State, County and Municipal Employees District, Council 71, Local AFL-CIO, hereinafter called the "Federation" represents the complete and final understanding on all bargainable issues between the Commission and the Federation. The term of this Agreement is January 1, 1991 to December 31, 1992, inclusive.

ARTICLE I  
RECOGNITION

- A. The Commission recognizes the Federation as the exclusive bargaining representative for all professional, non-supervisory employees employed by the Commission including Librarian, Senior Librarian, Senior Librarian Children's, Principal Librarian, Senior Community Service Worker, Library Exhibit Artist/Public Information Assistant and Coordinator, Community Library Program, excluding managerial executives, supervisory employees within the meaning of the New Jersey Civil Service Statutes, N.J.S.A. 11:1-1, et seq., confidential employees, non-professional employees, Supervising Librarian and Assistant Library Director.
- B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, as to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

- 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, but without limiting the generality of the foregoing, the following rights:
- (1) To engage in the executive management and administrative control of the Camden County Library (called "The Library") and its properties, facilities and the activities of its employees by utilizing personnel, methods and the means of the most appropriate and efficient manner possible as may from time to time be determined by the Commission.
  - (2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  - (3) The right of the Commission to make, maintain and amend such reasonable rules and regulations

as 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 lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- (7) The Commission reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Library.

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.

- 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 III

MAINTENANCE OF WORK OPERATIONS

- A. The Federation hereby covenants and agrees that during the term of this Agreement, neither the Federation nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Commission. The Federation agrees that such action would constitute a material breach of this Agreement.
- B. The Federation agrees that it will make every effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Commission, and that the Federation will order all such members who participate in such activities to cease and desist from same immediately and to return to work and take other steps as may be necessary under the circumstances to bring about compliance with the Federation order.

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

ARTICLE IV

NON-DISCRIMINATION

- A. The Commission and the Federation agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation.
  
- B. The Commission and the Federation agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Commission or the Federation against any employee because of the employee's membership or non-membership or activity or non-activity in the Federation.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

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

- C. Upon notice to, and authorization of the Director of the Library or other person designated by the Commission, representatives of the Federation and employees may conduct union membership meetings on the premises of the Library during the regular business hours of the Library.
- D. Upon prior notice to and authorization of the Director of the Library or other person designated by the Commission, and upon written authorization from the employee concerned, Federation representatives shall have access to the personnel file of the employees for whom authorizations have been obtained. Any such requests shall not be unreasonably denied so long as said requests do not interfere with the normal business operation of the Library. Review of personnel folders will occur in the presence of a person authorized by the Commission to observe such review.
- E. At mutually agreeable times, representatives of the Federation who are not employees of the Library as well as employee representatives shall be permitted to meet with persons designated by the Commission for the purpose of resolving grievances, participating in collective negotiations, and for the purpose of discussing other items of mutual concern.

## ARTICLE VI

### DUES DEDUCTIONS

- A. The Commission agrees to deduct or to cause to be deducted from the salaries of its employees, subject to this Agreement, dues for the Federation. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9(e), as amended.
  
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Federation and verified by the Director of the Library during the month following the filing of such card with the Director of the Library.
  
- C. If during the term of this Agreement there shall be any change in the rate of membership dues, the Federation shall furnish the Commission written notice thirty (30) days prior to the effective date of such change and shall furnish to the Director of the Library either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Federation and signed by the President of the Federation advising of such changed deduction.
  
- D. The Federation will provide the necessary "check-off" authorization form and the Federation will

secure the signatures of its members on the forms and deliver the signed forms to the Director of the Library.

- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Director of the Library. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e), as amended.
- F. The Commission agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Federation and transmit the fee to the Federation.
- G. The deductions shall commence for each employee who elects not to become a member of the Federation during the month following written notice from the Federation of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment shall be furnished to the New Jersey Public Employment Relations Commission by the Federation.
- H. The fair share fee for services rendered by the Federation shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Federation, less the cost of



benefits financed through the dues and available only to members of the Federation, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Federation to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Commission or the Government of Camden County.
- J. The Federation shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Federation. This appeal procedure shall in no way involve the Commission or the Government of Camden County or require either the Commission or the Government of Camden County to take any action other than to hold the fee in escrow pending resolution of the appeal.
- K. The Federation shall indemnify, defend and save the

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

ARTICLE VII

UNION-MANAGEMENT LIAISON COMMITTEE

- A. The Commission and the Federation agree to establish a "Union-Management Liaison Committee".
- B. The Federation shall be entitled to assign no more than two (2) Federation members to the Committee.
- C. The Committee will meet at mutually agreed upon times, but not less than quarterly.
- D. At least three (3) work days prior to the scheduled meeting, the Federation members of the Committee shall submit an agenda to the members of the Committee designated by the Commission outlining the issues to be discussed.
- E. It is understood that any discussion and/or recommendation of the Committee is non-binding on any party or individual, and is solely advisory.

ARTICLE VIII

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate employee or designated representative of the Commission.
- C. (1) The term "grievance" as used herein means an appeal by an individual employee or the Federation on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
- (2) With respect to employee grievances, no grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by Federal or State statute or Federal or State

administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step 3 herein.

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

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

Step 2: If no agreement can be reached under Step 1

within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Federation may present the grievance in writing within five (5) working days thereafter to the Director of the Library. The written grievance at this Step shall contain the relevant facts and a summary of the preceding discussion under Step 1, the applicable Section of this Agreement alleged to be violated, and the remedy requested by the grievant. The Director will answer the grievance in writing within five (5) working days of his or her receipt of the written grievance.

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

request for hearing.

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

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

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

- E. (1) The parties direct the Arbitrator to decide, as a preliminary question, whether he or she has

jurisdiction to hear and decide the matter in dispute.

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

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

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance



shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, 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.

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

ARTICLE IX

SALARIES

A. Effective March 1, 1991, the annual base salaries in effect for all bargaining unit members shall be as listed below. Each employee will be placed on the scale depending on years of services as of December 31, 1991.

1991 Salaries

<u>Gr.</u>	<u>Step #1</u> <u>under 3 yrs.</u>	<u>Step #2</u> <u>3-4 yrs.</u>	<u>Step #3</u> <u>5-6 yrs.</u>	<u>Step #4</u> <u>7-8 yrs.</u>	<u>Step #5</u> <u>9+ yrs.</u>
I	23,332	24,032	24,753	25,496	26,261
II	24,500	25,235	25,992	26,772	27,575
III	25,725	26,497	27,292	28,111	28,954
IV	27,011	27,821	28,656	29,516	30,401
V	28,362	29,213	30,089	30,992	31,922
VI	29,780	30,673	31,594	32,541	33,518

On January 1, 1992 every employee stays at the same grade and step on the 1992 salary scale shown below. This represents a 5% increase. On July 1, 1992 every employee moves up one step, which represents a 3% increase.

1992 Salaries

<u>Gr.</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>
I	24,499	25,235	25,991	26,771	27,574
II	25,725	26,497	27,292	28,111	28,954
III	27,011	27,822	28,657	29,517	30,402
IV	28,362	29,212	30,089	30,992	31,921
V	29,780	30,673	31,593	32,542	33,518
VI	31,269	32,207	33,174	34,168	35,194

<u>Gr.</u>	<u>Step #6</u>
I	28,401
II	29,823
III	31,314
IV	32,879
V	34,524
VI	36,250

ARTICLE X

LONGEVITY

- A. Effective January 1, 1991, longevity pay will be granted annually on or about December 1 in a separate check to all classified full-time employees and to permanent part-time employees working twenty (20) hours a week or more for the time covered by the longevity provisions with seven (7) or more years of service on the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF SALARY</u>
7 years of service	3%
10 years of service	4%
20 years of service	5%

- B. In calculating longevity pay, in the above schedule, such longevity pay shall not be calculated on annual salary amounts in excess of \$26,000.00. The employee must be in a paying status as of July 1, the year longevity is to be paid, if the 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 31. If any employee leaves the service of the Commission after July 1, but prior to December 31, longevity will be based on that employee's length of service as of December 31 of the current year, prorated. If the employee leaves prior to July 1, no longevity shall

be paid. In case of death, longevity shall be paid to the employee's estate.

ARTICLE XI

WORK SCHEDULES

- A. The regularly scheduled work week shall consist of any five (5) days from Monday through Saturday.
- 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.
- C. The Library Director shall be entitled to schedule affected employees more than two (2) weekend (Saturday and Sunday) days per month on no more than two occasions during a calendar year, but in no event to exceed twenty-four (24) days.
- D. The Library Director may schedule affected employees for weekend work up to twelve (12) weekend days in total at its discretion during a calendar year as long as each individual employee is not scheduled to work more than two (2) weekend days per month on no more than two (2) occasions.
- E. Sunday, when worked, is assigned by the Department Supervisor and shall be compensated in the form of compensatory time off at the rate of seven (7) hours for each Sunday worked.
- F. Employees required by their supervisor to work overtime shall be paid overtime after seven (7) hours

in any day or after thirty-five (35) hours in any work week at the rate of time and one-half the employees hourly rate of pay. The employees shall have the option of taking pay or compensatory time.

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

ARTICLE XII

EMERGENCY CLOSINGS

- A. All employees will be expected to report as scheduled unless notified that the Library will be closed, in which case the employees will receive their regular pay, if they were scheduled to work.
  
- B. If an employee cannot report to work because of severe weather conditions, or other emergency, the time lost from work will be charged against accumulated vacation time or personal days.
  
- C. In the event that no time is accumulated, the time lost from work will be charged as time off without pay.
  
- D. If an employee is unable to report for work, the employee must call in to report the absence to the supervisor as soon as possible on the work day.
  
- E. If an emergency closing falls on an employee's vacation or prearranged personal business day, the time will still be charged to arranged leave. If the library closes for part of a day because of inclement weather or other emergency, sick time or emergency personal leave will be charged only for the time the library was open.
  
- F. The Commission reserves the absolute right, and sole



discretion, to determine whether its facilities, or any individual facility or branch, shall be closed by reason of emergency.

ARTICLE XIII

HOLIDAYS

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

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

- B. All employees shall be entitled, as an additional holiday, to a day off for their birthday. Such holiday must be taken within seven (7) days of the employee's actual birthday with the approval of the employee's supervisor.
- C. All employees shall be entitled to an additional one-half (1/2) holiday, at the employee's option, approved in advance by the employee's supervisor.
- D. Those employees required to work on a holiday shall receive time and one-half for the hours worked on the holiday, in addition to pay for the day. The employee shall have the option of taking pay or compensatory time.

- E. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees whose work week is Monday through Friday will receive Friday as the holiday. Those who are normally scheduled to work on Saturday will receive Saturday as the holiday. When the holiday falls on a Sunday, employees whose work week is Monday through Friday will receive Monday as the holiday. Those who are normally scheduled to work on Sunday will receive Sunday (7 hours) as the holiday. It is specifically understood that there shall be only one day of celebration in the event that holidays are celebrated on a day other than the actual date of said holiday, and no additional pay shall be received because of the adjustment on the date of celebration.
- F. Any employee absent on the day before or the day after a holiday, due to illness, must present a doctor's note in order to be paid for that day.
- G. Should an official holiday occur while an employee is on paid sick leave or vacation, the employee shall not have the holiday charged against sick leave or vacation.

ARTICLE XIV

VACATIONS

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

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>
1-5 years of service	20 days per year .
6-10 years of service	22 days per year
over 10 years of service	24 days per year

- B. During the fifth (5th) and tenth (10th) year of employment, employees having an employment date falling between January 1 and June 10 will receive one (1) extra vacation day for that year only.
- C. Periods of a leave of absence without pay shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation time.
- D. Permanent and provisional part-time employees shall receive vacation credits on a proportionate basis.
- E. If within any calendar year the vacation or any part thereof cannot be taken by an employee because of the manpower needs of the Library, such vacation or any part thereof not taken may accumulate and shall be granted during the next succeeding calendar year only.

- F. Employees terminating employment will be paid for any unused, earned vacation credits. If any employee has used vacation credit in advance of earning them at the time of termination, the employee will be required to reimburse the Library for the advance vacation credit used.
- G. Upon the death of an employee, any earned vacation time not used shall be calculated and paid to the named beneficiary or to the estate.
- H. All vacation periods must be scheduled in advance and submitted for approval by June 1. They must be scheduled in such a way as to allow the Commission to adequately operate the Library at all times.
- I. A vacation schedule will be posted each June 1 in the administration office. Changes after this date may be made with the supervisor's approval and notification to the Director of the Library.
- J. In case of conflict, first choice of any given time will be on the basis of (1) Library service and programs, (2) employee's seniority, and (3) prior approval. Seniority will be defined as an employee's total length of permanent, continuous service as an employee of the Commission.
- K. Vacation entitlement, as set forth above, may be

taken by an employee in units of one hour or greater, in any amount not to exceed the employee's total vacation entitlement. Should an employee opt to exercise his or her vacation time in hours, the employee must make a request to do so to his or her supervisor, and secure his or her immediate supervisor's approval prior to scheduling such vacation.

ARTICLE XV

SICK LEAVE

- A. For purposes herein, sick leave is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of the position, exposure to contagious disease, a short period of emergency attendance upon a member of the immediate family critically ill and requiring the presence of such employee. The need to attend a member of the immediate family must be certified in writing by the attending physician.
- B. Immediate family is defined as father, mother, spouse, child, foster child, sister, brother, grandmother or grandfather of the employee. It shall also include other relatives of the employee residing in the employee's household.
- C. All permanent and provisional employees shall be entitled to sick leave with pay. Permanent and provisional part-time employees receive sick leave on a prorated basis. Employees on an hourly or seasonal basis are not eligible.
- D. Sick leave with pay shall accrue at the rate of one (1) working day for each month of service from the date of appointment up to and including December 31,

next following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter.

- E. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate from year to year, and the employee shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave will not be advanced.
- F. If any employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above rule, the Director of the Library may require acceptable medical evidence in writing. The nature of the illness and the length of time the employee will be absent should be stated on the doctor's certificate.
- G. The Director of the Library may at any time require an employee seeking sick leave to submit acceptable medical evidence whenever it appears reasonable. If sick leave is not approved, the time involved during which the employee was absent may be charged at the Director's discretion to vacation credit. Otherwise the employee will suffer loss of pay for such time.
- H. Employees anticipating the use of sick leave in the future will notify the immediate supervisor as far in



advance as possible.

- I. An employee who does not expect to report for work on any working day for any reason listed above, shall notify the office by telephone or personal messenger within thirty (30) minutes prior to the starting time of that employee. Failure to do so may result in the loss of pay for the period of absence.
- J. Abuse of sick leave may be a cause for disciplinary action.
- K. Permanent employees with twenty (20) years or more of continuous service in the Camden County Library, who retire at age sixty-five (65) or over, will be entitled to receive pay for one-half (1/2) of accumulated sick leave at retirement.

ARTICLE XVI

PERSONAL BUSINESS LEAVE

- 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.
- B. Necessary important personal reasons shall include, but not be limited to: property settlement, religious holiday, christening, marriage in immediate family, or the accomplishment of personal business which can only be carried out on the day for which leave is sought.
- C. Permanent part-time employees will be entitled to personal business days, prorated, for emergencies not covered by other provisions, with approval from the Director of the Library.
- D. Personal business days shall not normally be taken in conjunction with vacation or sick leave or after a holiday, and must be taken in the year given. Personal business days are not cumulative.
- E. Requests for personal leave must be submitted to the employee's immediate supervisor for approval at least three (3) days in advance of the leave day(s) sought.
- F. Recognizing that emergencies arise which do not allow

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

G. Personal leave time may be taken in hours.

ARTICLE XVII

BEREAVEMENT LEAVE

- A. In the event of death of an employee's spouse, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandchild, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed five (5) working days, notwithstanding the occurrence of the funeral of said relative prior to the expiration of such (5) days.
  
- B. In the event of death of an employee's grandparent or relative residing in the employee's household, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days, notwithstanding the occurrence of the funeral of said relative prior to the expiration of such three (3) days.
  
- C. Employees should notify their supervisors as soon as possible when such leave is needed.

ARTICLE XVIII

RELIGIOUS HOLIDAYS

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

MATERNITY LEAVE

- A. Employee shall be granted maternity leave in accordance with the New Jersey Family Leave Act or successor legislation. Any of this time or additional time may be taken as paid sick leave provided that the employee has said sick time and can provide a doctor's certificate.

ARTICLE XX

MILITARY LEAVE

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

ARTICLE XXI

JURY LEAVE

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



ARTICLE XXII

COURT APPEARANCE

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

ARTICLE XXIII

EMERGENCY OR SPECIAL LEAVE

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

ARTICLE XXIV

EDUCATIONAL LEAVE

- A. The Director of the Library may grant an employee educational leave.
- B. The purpose of such leave is to permit an employee to pursue special work or a training course related to Library employment which will improve the employee's competence and capacity in the service.
- C. Such training must be of direct value to the Library and limited to providing knowledge and skills which cannot be provided through available in-service training.
- D. Education leave, if granted, would be without any loss of pay to the employee.
- E. The cost of the course shall be refunded to the employee provided the work has been completed satisfactorily.
- F. Such educational leave shall be limited to one (1) course per employee per year.

ARTICLE XXV

LEAVES OF ABSENCE

- A. Leave of absence shall be defined as an authorized absence from work with or without pay which is not chargeable to sick leave, vacation leave, sick leave injury, or accumulated compensatory time.
- B. Permanent employees may request a leave of absence without pay for good cause not to exceed six (6) months.
- C. All requests for leave of absence without pay must be approved by the Director of the Library and appropriate agents of the New Jersey Civil Service Commission.
- D. If extended leave is required, an additional six (6) months may be considered at the request of the Director of the Library for approval by Civil Service, as aforesaid.
- E. Employees may return to work prior to the expiration of their approved leave of absence upon making appropriate arrangements with the Director of Library at least fifteen (15) days prior to their anticipated return, in the case of leaves of three (3) months or less, and at least thirty (30) days prior to their return in the case of leaves of more than three (3)

months.

ARTICLE XXVI

PROFESSIONAL CONFERENCES

- A. Professional employees, as defined in Article I, may be granted time off, at the sole discretion of the Director of the Library, to attend professional meetings.
- B. To the extent that the budget allows, at the sole determination of the Director of the Library, all or part of the expenses for said professional conference will be paid by the Commission.
- C. Such attendance at professional conferences will be on a rotational basis.
- D. All employees interested will be granted time off without loss of pay to attend some part of the annual conference of the New Jersey Library Association. One day's registration will be paid for an active NJLA member provided the supervisor has approved the absence.
- E. Attendance at other professional meetings will be granted as the schedule permits, at the sole discretion of the Director of the Library.
- F. Employees holding office or committee assignments in professional organizations will be given priority where conflicts in schedules arise.

ARTICLE XXVII

PERSONNEL FILES

- A. Adequate personnel records shall be maintained for each employee of the Commission.
- B. These records shall include the following: dates of appointments and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amounts of leave accrued and used; and a record of the employee's training and other related matters.
- C. Personnel files are considered to be of a confidential nature and are available only to the employee and supervising personnel on a need-to-know basis.
- D. Employees are entitled to review the contents of their personnel file, but not that of other employees.
- E. Employees shall be entitled to see their personnel files at any reasonable time during regular business hours, so long as such review does not interfere with the normal operations of the Library.
- F. Employees wishing to see their personnel files shall call the administrative office for an appointment in advance. Any such review of personnel files by the

employee will be done in the presence of the Director of the Library or a person designated by the Director of the Library.

- G. Employees will not be permitted to take personnel files outside of the administration office or to remove documents from these files.
- H. Employees shall be entitled to see any disciplinary or negative reports to be placed in their personnel files prior to such placement. Employees shall be entitled to receive copies of all such reports, so long as the employee pays the cost of copying.



ARTICLE XXVIII

PENSION PLAN

- A. All employees shall be covered by the Public Employment Retirement System in accordance with New Jersey State Statutes.
  
- B. 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.

ARTICLE XXIX

REIMBURSEMENT FOR MILEAGE

- A. The Commission will reimburse employees who request and receive authorization from the Director of the Library or a person designated by the Director of the Library to use private vehicles for the discharge of official library business.
  
- B. Reimbursement will be at the rate of twenty-two cents (\$.22) per mile. If mileage reimbursement for Council 10 goes above twenty-two cents (\$.22) during the term of this Agreement the reimbursement rate will be increased to the same amount.
  
- C. Vouchers for reimbursement must be approved by the supervisor of said employee before being submitted to the accountant for payment.
  
- D. Paid parking and toll charges are not included in the mileage rate. Tolls and parking will be reimbursed. However, receipts may be required.

ARTICLE XXX

SEPARABILITY AND SAVINGS

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

ARTICLE XXXI

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 1986/87 contract are provided, except as provided below.

1. The prescription co-pay shall be three dollars (\$3.00) per prescription.
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 Provider" and revert back to the standard County insurance plan.
  - b. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
  - c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.
4. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted the County will only pay for fifty percent (50%) of the total cost of said surgery

and all related treatment and services.

Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

#### ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
  2. Cataract Removal
  3. D & C (Dilation & Curettage)
  4. Hemorrhoidectomy
  5. Herniorraphy
  6. Hysterectomy
  7. Knee surgery
  8. Spinal & Vertebral Surgery
  9. Ligation & Stripping of Varicose Veins
  10. Mastectomy or other Breast Surgery
  11. Prostatectomy
  12. Submucous Resection
  13. Tonsillectomy and/or Adenoidectomy
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

benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error up to a maximum of \$100.00 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. All participants currently retired from the County and those who retire from the County 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 paragraph A above, and at the same cost to the participant as currently exists. All employees who retire from the County with five 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 paragraph 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 such health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.

Section B. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65.

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. The Commission shall provide dental benefits to members of the bargaining unit under such terms and conditions, and for such cost, as one provided

for as of January 1, 1987 (but not including any modifications thereto which are adopted subsequent to January 1, 1987) under the William T. DeFeo, D.D.S., Plan. Said plan shall be identical in cost and coverage to that provided to the non-professional bargaining unit employed by the Commission for the term of this Agreement.

Section E. Any employee covered by this agreement may choose, in writing, during the enrollment period, to participate in the "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 Rasmussen Plan for the

remainder of that year. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment. Where an employee participates in the program for less than one full year, the County shall be entitled, through payroll deductions, to recoup the prorated balance of the incentive paid. The employee shall authorize the payroll deductions, in writing, at such time as the employee opts to participate in the program.

3. Optional Health Benefits Program:

<u>Employee's Current County Coverage</u>	<u>Option</u>	<u>Incentive</u>
1) Employee & Spouse	Drop County coverage. Spouse's plan covers employee and spouse.	\$400 per year
2) Employee & Spouse	Drop County coverage for spouse. Spouse covered under spouse's plan.	\$200 per year
3) Family (Employee, Spouse & Children)	Drop all County coverage. Employee, spouse and children covered under spouse's plan.	\$500 per year
4) Family (Employee, Spouse & Children)	Drop County coverage for spouse. Spouse covered under spouse's plan. Employee and children continue under County plan.	\$200 per year
5) Family (Employee, Spouse & Children)	Drop County coverage for spouse and children. Spouse and children covered under spouse's plan. Employee continues under County plan.	\$300 per year

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

Section F. Regardless of medical coverage, employees who work twenty (20) hours or more per week at a VDT shall have an eye examination annually and, if it is determined by the examining doctor, shall be fitted for work glasses. All costs as set forth below shall be paid by the employer. Examinations and glasses shall be obtained at the Camden Optometric Clinic.

<u>Annual Examination</u>	<u>\$25.00</u>
<u>Glasses (frames and lenses)</u>	
<u>Single</u>	<u>35.00</u>
<u>Double</u>	<u>50.00</u>

ARTICLE XXXII.

FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either of both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIII

DURATION OF AGREEMENT


A. This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) nor no later than ninety (90) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Camden County Library, Camden County, New Jersey, on this 10th day of September, 1991.

LOCAL 1454A,  
AFSCME COUNCIL 71

CAMDEN COUNTY LIBRARY COMMISSION

  
MARY JANE STEVENS  
Chapter Chairperson

BY:   
DOROTHY BLINDENBACHER  
President

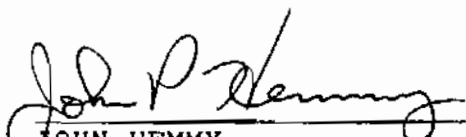
  
JOHN HEMMY  
Business Agent

EXHIBIT A1

LETTER OF UNDERSTANDING #1

WHEREAS, the Camden County Library Commission and Local 1454, District Council 71, AFSCME, are parties to a Collective Bargaining Agreement for the period January 1, 1985 through December 31, 1986; and

WHEREAS, said Agreement in Article XXXI thereof, contains a provision providing dental insurance to professional employees who are members of the bargaining unit as defined in the agreement; and

WHEREAS, the parties, in seeking to implement the foregoing provision, agree as follows:

A. The parties agree that the purpose of this letter of understanding is to consolidate the professional and non-professional units into a single group for purposes of dental insurance and further to insure that current premium rates apply uniformly to all Commission employees.

B. Premium payments incurred for the benefit of professional employees and Local 1454 due William DeFeo, D.D.S. shall be made payable through Local 1454 (non-professional unit). The Commission shall issue its check payable to Local 1454, which check shall indicate thereon and by reference that the sums contained therein shall be applied for the benefit of professional employees and Local 1454. The Commission shall deliver the check to the President of Local 1454.

C. Upon receipt of the check by the President of Local 1454, the President shall deliver the check to the designated official of Local 1454 who shall then remit the check to William DeFeo, D.D.S. for the purpose of applying this premium payment for the benefit of professional employees in the bargaining unit.

D. Both the professional and non-professional units agree to confirm the foregoing consolidation in writing with William DeFeo, D.D.S., and supply the Commission's Executive Director with a copy of such confirmation. For purposes of this letter of understanding, both the professional and non-professional represent that a confirmation and agreement on the merger of the two units as a single group has been secured from William DeFeo, D.D.S.

E. As a consequence of the foregoing merger and consolidation, the per-employee premium costs shall be identical for all employees regardless of bargaining unit.

FOR LOCAL 1454  
DISTRICT COUNCIL 71  
AFSCME, ECHELON EMPLOYEES  
ASSOCIATION

Ann Frangineas  
ANN FRANGINEAS, President

Dated: 7/2/86

FOR LOCAL 1454A  
DISTRICT COUNCIL 71, AFSCME

Patricia Rothenberg  
PATRICIA ROTHENBERG,  
Chapter Chairperson

Dated: 6-23-86

FOR THE CAMDEN COUNTY  
LIBRARY COMMISSION

BY: Honora M. Burke  
HONORA BURKE

Date: 6/17/86



EXHIBIT A2

LETTER OF UNDERSTANDING #2

WHEREAS, the Camden County Library Commission and Local 1454A, District Council 71, AFSCME, are parties to a Collective Bargaining Agreement for the period January 1, 1985 through December 31, 1986; and

WHEREAS, said Agreement in Article XI thereof, contains a provision regarding Work Schedules; and

WHEREAS, the undersigned parties seek to make clear the intent of Section D of Article XI; and

WHEREAS, the parties agree as follows:

A. The reference to "twelve (12) weekend days in total at its [Commission's] discretion during a calendar year" shall not be construed to avoid an affected employee's right not to be assigned more than two (2) weekend days on an individual basis during a calendar year.

B. The reference to "twelve (12) weekend days" is a consequence of the fact that at the time the agreement in Article XI, Section D was reached, there existed six (6) affected employees in the bargaining unit. Accordingly, the total number of weekend days which may be assigned by the Commission shall be a function of the total number of affected employees. For instance, should the bargaining unit increase, the total number

of weekend days available to the Commission shall increase by two (2) times the increase in the number of employees. Should the unit decrease, the total shall decrease by two (2) times the decrease in the number of employees.

FOR LOCAL 1454  
DISTRICT COUNCIL 71, AFSCME

Patricia Rothenberg  
PATRICIA ROTHENBERG,  
Chapter Chairperson

FOR THE CAMDEN COUNTY  
LIBRARY COMMISSION

BY: Honora M. Burke  
HONORA BURKE

Dated: 6/23/86

Dated: 6/17/86