

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CITY OF CAMDEN
FREE PUBIC LIBRARY**

AND

**CAMDEN COUNTY
COUNCIL #10
SUPERVISORY UNIT**

JANUARY 1, 2005 – DECEMBER 31, 2007

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PREAMBLE

This Agreement entered into by The Camden Free Public Library hereinafter referred to as the “Employer”, and Camden County Council #10, hereinafter referred to as the “Representative”, has as its purpose the promotion of harmonious relations between the Employer and the Representative; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I – RECOGNITION

Section 1: The Camden Free Library recognizes Camden County Council #10 as being the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed below and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under the laws of 1968, Chapter 303.

Supervising Librarian

Senior Librarian

Junior Librarian

ARTICLE II (A) - CHECK OFF

Section 1: The Employer agrees to deduct monthly, the Council's membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Camden Free Public Library by the Financial Secretary to the Council together with a list of the names of all employees for whom the deductions are to be made. The aggregate deductions of all employees shall be remitted to the Financial Secretary of the Council with a list of the names of all employees for whom the deductions were to be made by the tenth (10th) day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing in duplicate, one to be sent to Camden County Council #10 and one copy to the Library Director of the Camden Free Public Library and further, in accordance with the provisions of applicable statutes (N.J.S.A. 52:14-15.9E) as presently existing or as may be amended.

Section 2: Employer agrees to deduct the monthly credit union deductions from the pay of those employees who request in writing that such deductions be made. This provision is made subject to the legality of the deductions and, if subsequently determined that such deductions cannot be made, the employer will be under no obligation to make same.

Section 3: Employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative. Existing authorizations for payment of dues to an employee organization other than the duly certified majority representative are terminated. Chapter 295, PL '77.

ARTICLE II (B) - AGENCY SHOP

Section 1: The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Council and transmit the fee to the majority representative.

Section 2: The deduction shall commence for each employee who elects not to become a member of the Council during the month following written notice from the Council of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

Section 3: The fair share fee for services rendered by the Council shall be in an amount equal to regular membership dues, initiation fees and assessments of the Council, less the costs of benefits financed through the dues and available only to members of the Council, but in no event shall exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 4: 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 Council to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Employer.

Section 5: Prior to January 1st and July 31st of each year, the Council shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Employer, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

Section 6: The Council shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Council. This appeal procedure shall in no way involve the Employer or require the Employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 7: The Council shall indemnify, defend, and save the Employer 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 Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Council to the Employer, or in reliance upon the official notification on the letterhead of the Council and signed by the President of the Council, advising of such changed deduction.

ARTICLE III - WORK SCHEDULES

Section 1: Regularly scheduled work week for full time employees shall consist of five (5), seven (7) hour days, Monday through Saturday. Part-time employees are defined as those working seventeen and one-half (17½) hours per week and shall work as scheduled by the Employer.

Section 2: The regular starting and quitting time of work and the regular location of work will not be changed without at least one week's notice to the affected employee and without first having discussed such change and the needs for same with Council #10.

Section 3: All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week. If an employee is late more than three times in a calendar year they may be docked. The employee must be notified of the specific date and time of the occurrence at the time an employee's check is docked. The amount docked will be based on the number of minutes late and the employee's hourly rate.

Section 4: Where an employee's location of work is changed without notice, because of an emergency, the affected employee shall be paid from the time the employee is scheduled to begin work at his/her regular work site and shall be provided transportation to and from the changed work location. All such reassignments of work location shall be rotated equally among employees in the same job classification, wherever practicable.

Section 5: When more than one (1) work shift per day within a given classification is in effect, employees within such classifications will be given preference of shift in accordance with their seniority. “Professional(s) will be scheduled to work one (1) night a week. That time includes the 5:00 p.m. to 7:00 p.m. hours and if the scheduled professional(s) are not in work the other professional(s) will be asked for a volunteer to cover the 5:00 p.m. to 7:00 p.m. hours. If there are no volunteers the least senior professional employee will be mandated to work on a rotating basis.” Additional hours worked in this situation will be compensated with time off.

Section 6: No Saturday hours during the months of July and August as permitted by N.J.A.C. 6:68-2.6 Section B.

ARTICLE IV – OVERTIME

Section 1: Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is ordered to work by the Library Director.

Section 2: Any employee who works more than forty (40) hours in the course of any seven (7) day work period shall be compensated at a rate of pay equal to one and one-half (1½) times his or her normal rate of pay; provided however, that notwithstanding this or any other provision any employee who works on Sunday or any holiday shall be compensated at a rate of pay equal to one and one-half (1½) times his or her normal rate of pay.

Section 3: After Sunday “or any holiday”, employees shall have the option of taking compensatory time at straight time rates in lieu of cash payment for overtime. Compensatory time must be mutually scheduled and approved.

Section 4: Overtime work shall be distributed as equally as possible among employees within the same classification wherever practicable.

Section 5: Overtime shall be paid currently, or at least no later than the second pay period after overtime was served.

Section 6: Compensatory time will be taken within the calendar year earned unless permission, in writing, by the Library Director authorizes the carrying forth and the use of the earned compensatory time in the next calendar year. Employees will receive a written response to compensatory time use requests within three (3) full working days of submittal to

management. Nothing, however, shall prevent an employee from requesting compensatory time off with less than three (3) working days notice so long as the employee personally hands the written request to either the Library Director, or in her absence, her Administrative Assistant, who shall, after checking the schedule, either grant or deny the leave request. Any request for time off with less than three days notice must be for less than three days.

Section 7.

If any employee refuses to work overtime when directed, such refusal may result in disciplinary action. Request to be excused from overtime work must be approved by the Library Director.

Section 8.

Employer agrees, when possible, to give employees at least 24 hours notice when overtime work is required so as not to create a hardship on the employee. Employer agrees to allow employees, in the same title and/or an employee capable and qualified to perform said overtime work to exchange assignments; however, all changes must be approved by the Library Director.

ARTICLE V - RATES OF PAY

Section 1: The pay scales for all employees covered by this Agreement shall be set forth in Schedule A attached. New or additional employees hired during the term of this contract shall be governed by the pay scale as set forth in the appropriate schedule.

Section 2: Rates of compensation provided for in these regulations are fixed on the basis of full time service in a full time position. If any position is, by action of the Camden Free Public Library established on a basis of less than full time service, or if, with the approval of the Library the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position, (unless otherwise stated) shall be established only after prior negotiation with Council #10.

Section 3: The salary authorized under this Agreement shall be interpreted as exclusive of any Longevity Pay.

Section 4: An employee who is required to work in a higher paid classification than his/her own shall be certified for such work after he/she has been required by the Library Director to

perform said work for one (1) week, spending at least fifty percent (50%) of his or her time on the higher paid job. An employee shall be paid at the rate of his/her own classification when performing work in a lower paid classification.

Section 5: Employees covered under this Agreement will receive pay increases as follows:

1. Effective January 1, 2001 2.5 %
2. Effective January 1, 2002 2.5%
3. Effective January 1, 2003 2.5%

ARTICLE VI – INSURANCE

Section 1: There shall be no change in the group hospital medical plan presently maintained and paid by the employer on behalf of the employees except in the case of a new plan that is equivalent or better. Such change, if any, shall be discussed with Camden County Council #10 before implementation. Effective upon the implementation of this agreement there shall be a deductible on the major medical portion of the group insurance program. This shall be:

\$100.00 for the employee

\$250.00 for the family

\$350.00 total deduction for family

Section 2: When an employee or spouse reaches age sixty-five (65) and his Hospital Plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare Plan.

Section 3: The employer agrees to provide health insurance as a supplement to Medicare for City employees with twenty-five (25) or more years of service, provided such coverage is permissible under legislation in effect during this Agreement.

Section 4: There shall be no change in the Dental Plan and Prescription Plan for City Library employees currently maintained and paid for by the employer except in the case of the selection of a new plan that provides equivalent or superior benefits. Such change, if any, shall be discussed with Council #10 before implementation.

Section 5: Employees retiring during the term of this contract shall be eligible to remain on the Dental Plan upon notification to the Health Benefits Office and upon agreeing to pay any increase over the 1990 premium.

Section 6: The City may require employees opting to utilize one of the Health Maintenance Organizations to pay the difference between the cost per enrollee of the City's Self-Insured Plan and the Premium cost of the H.M.O.

Section 7: City Library shall enroll professional employees in the State Temporary Disability Plan effective January 1, 1998.

ARTICLE VII - SICK LEAVE

Section 1: All full-time employees in the Camden Free Public Library shall be entitled to the following sick leave of absence with pay:

- a) All full-time employees in the Free Library services shall be entitled to eighteen (18) days sick leave per year.

Section 2: All permanent part-time employees shall be entitled to paid sick leave of nine (9) days per year.

Section 3: Sick leave is defined to mean absence of an employee from duty because of personal illness, exposure to contagious disease, or a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. Unused sick leave shall accumulate to an employee's credit from year to year and he/she shall be entitled to such accumulated sick leave with pay if and when needed.

Section 4: If any employee is absent for five (5) consecutive work days [or after eighteen (18) days sick leave in any one year period] or where there appears to be an abuse of sick leave, i.e. consecutive Mondays and Fridays, or is absent on the day immediately preceding or following any holiday, compensatory day or vacation day for any of the reasons set forth above in Section 3., of this Article, acceptable evidence for such absence shall be provided by the employee. Where a doctor's certificate is presented, the nature of the illness and the length of time for such absence are to be stated.

Section 5: At the discretion of the Employer, any employee seeking sick leave may be required to submit medical evidence acceptable to the Camden Free Public Library at anytime.

Section 6: An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave set forth above shall notify the appropriate office by telephone or personal messenger within one (1) hour of the beginning hour. Failure to do so could result in a loss of pay for the period of absence. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the Local Health Department.

Section 7: Immediate family is herein defined:

1. Mother and Father
2. Mother and Father-in-law
3. Brother and Sister
4. Brother and Sister-in-law
5. Spouse
6. Children, step children and foster children of the employee
7. Grandmother and Grandfather
8. Grandchildren
9. Parental Guardians
10. Step-Parent

Section 8: In accordance with state law, all eligible employees, upon retirement, shall be entitled to lump sum sick leave reimbursement as follows:

- a) The amount shall be computed at the rate of one-half the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement. No lump sum supplemental compensation payment shall exceed Thirteen Thousand Dollars (\$13,000.00).

Section 9: Professional employees will be able to use their time in one (1) hour increments, if less than a half day is needed. A doctor's note will be required.

ARTICLE VIII - LEAVE OF ABSENCE

Section 1: Leave of Absence for permanent employees shall be granted as provided in Civil Service Statutes and rules and regulations.

Section 2: Military Leaves of Absence shall be granted to permanent employees as provided in Civil Service Statutes and rules and regulations.

Section 3: Emergency and Special Leave - Employees shall be given time off without loss of pay when:

- a) Performing Jury Duty - In State and/or Federal Court the employee shall serve without loss of pay and is allowed to retain any stipend for services.
- b) Subpoenaed to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body.
- c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President.

Section 4: Any employee who is a duly authorized representative of the Union shall be granted annually a one (1) day leave of absence with pay for the purpose of attending the annual Union seminar. Reasonable advance notice to the employer is required. Should the affiliation of the Union during the term of this Agreement entitle representatives of the Union to paid leaves for the purpose of attending a state convention, or otherwise, pursuant to a statute or regulation, such leaves will be granted according to law.

Section 5: Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employees' rights, privileges or benefits.

Section 6: All employees shall be granted bereavement leaves of absence not exceeding five (5) working days for the death of the employee's spouse, parent, step-parent, foster parent, child, foster child, step child, grandchild, brother, or sister. All employees shall be granted bereavement leaves of absence not exceeding three (3) working days for the death of a grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. All employees shall be granted bereavement leaves of absence not exceeding one (1) working day for the date of internment of an aunt or uncle. Upon the

request of the Library, employees shall be required to submit a list of all living relatives in the categories set forth above, which shall be updated as appropriate.

Section 7: Maternity Leave - Request for such leave will be made in writing no later than the third month. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for (6) weeks after the actual date of birth. Additional time beyond the six (6) week period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefore.

Section 8: Personal Days - All full time employees shall be entitled to three (3) personal pays per year for personal, business, household, or family matters described in this Section and shall be non-accumulative.

- a) Business means any activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.
- b) Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his or her family.
- c) Request for a personal day along with the reasons therefore, must be submitted at least three (3) full working days in advance and is subject to approval by the Library Director. Personal emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the work day.
- d) A personal emergency day shall not be granted for a day preceding or following vacations or holidays.
- e) Professional employees will be able to use their personal time in one (1) hour increments with prior approval of the Director.
- f) Employees will receive a written response to Personal Leave requests within three (3) full working days of submittal to management. Nothing, however, shall prevent an employee from requesting personal time off with less than three (3) working days notice so long as the employee personally hands the written request to either the Library Director, or in her absence, her Administrative Assistant, who shall, after

checking the schedule, either grant or deny the leave request. Current procedures for the granting of personal emergency days will continue unchanged. Any request for time off with less than three days notice must be for less than three days.

Section 9: Other leaves of absence may be granted by the Library for good and sufficient reasons in accordance with Civil Service statutes, rules and regulations, and State and Federal family leave laws.

ARTICLE IX - FRINGE BENEFITS

Section 1: Employees required to travel on authorized, necessary Camden Free Public Library business and who are required to use their personal vehicle shall be reimbursed at the I.R.S. rate per mile plus out of pocket expenses.

Section 2: Each employee working three (3) or more hours shall be entitled to one twenty (20) minute break each half day period of work in accordance with existing practice. This practice will not be changed without at least one week's notice to the affected employees and without first having discussed such change and the need for same with Camden County Council #10.

Section 3: The Camden Free Public Library will pay the annual dues for the professional employees covered by this Agreement for their membership in professional organizations and/or associations in an amount not to exceed Seventy-Five Dollars (\$75.00) per year for each such employee. This will be undertaken by means of reimbursement upon the submission by each such professional employee of proof of membership in the organization and payment of dues such professional organization and/or association.

Section 4: Employees may attend professional development classes during the work day without loss of time or pay, subject to prior approval by the Library Director.

ARTICLE X - SENIORITY

Section 1: Seniority is defined as an employee's total length of service with the Employer, beginning with his/her original date of hire.

Section 2: An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he/she was not employed by the Employer.

Section 3: The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Representative upon reasonable request.

Section 4: Except where New Jersey Civil Service Statutes require otherwise, in cases where demotions, layoffs, recalls and vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference in these cases provided he/she has the ability to perform the work involved.

ARTICLE XI - HOLIDAYS

Section 1: The following National and State Holidays are recognized as paid holidays when celebrated as Holidays:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) Presidents' Day
- (4) Good Friday
- (5) Memorial Day
- (6) Fourth of July
- (7) Labor Day
- (8) Friday before Labor Day
- (9) Columbus Day
- (10) Election Day
- (11) Veteran's Day
- (12) Thanksgiving Day
- (13) Friday after Thanksgiving
- (14) Christmas Day
- (15) Day after Christmas

Section 2: Holidays which fall within an employee's vacation period shall be celebrated at the employee's option with approval from the Library Director.

Section 3: It is understood that there shall be one (1) day of celebration in the event the Holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.

Section 4: Holidays which fall on Saturday shall be celebrated on the Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. Nothing in this section shall operate to deny an employee holiday pay where the employee is required to work Saturday, or Sunday, instead of the day on which the holiday is celebrated.

Section 5: When the City of Camden and/or the Camden Free Public Library declares by formal action a day off for all City of Camden and/or Library employees, those who are required to work on such a day off shall be given a compensatory day at a later date, regardless of number of hours worked. This provision has no applicability when days off are declared or granted pursuant to a contract with other Representative Associations or Unions.

Section 6: In order to be eligible to receive holiday pay as set forth above, in Section 5 of this Article, an employee must work the day before and the day after the holiday unless she/he is on an approved leave.

Section 7: Though listed as official holidays in Section 1, the Camden Free Public Library intends to be open on some of the listed days. All employees assigned to work will be compensated at time and one-half (1½) their hourly rate.

Section 8: When Saturdays fall within a holiday weekend, the Camden Free Public Library will schedule employees so that these days are rotated among employees within each particular job title in order that no employee works an unequal amount of Saturdays. The Library will be closed on the Saturday preceding Easter and the Saturday of Labor Day weekend.

Section 9: The Library shall be closed for inclement weather on those days when the Camden Public School system is closed. Notification shall be given through the use of the same number (currently 614) applicable to the school system.

ARTICLE XII - LONGEVITY PAY

Section 1: Longevity pay will be granted annually on or about December 15th of each year in a separate check to all full-time employees, with five (5) or more years of full-time service on that date as per the following schedule. It is the intent of the parties that longevity shall commence only after five (5) twelve (12) month periods of employment have elapsed.

5 - 9 years of service	Two percent (2%) of annual salary
10 - 14 years of service	Three percent (3%) of annual salary
15 - 19 years of service	Four percent (4%) of annual salary
20 - 23 years of service	Five percent (5%) of annual salary
24 & above years of service	Six percent (6%) of annual salary

Section 2: In computing longevity, the effective date shall be January 1. If an employee leaves the service of Camden Free Public Library prior to December 1st, he/she shall receive longevity, prorated and paid at the time of termination. If an employee is deceased and was entitled to longevity pay prior to his/her demise, the longevity shall be prorated and paid to his/her estate regardless of the date of death.

ARTICLE XIII - VACATIONS

Section 1: All full-time employees shall be entitled to the following annual vacation with pay. The calculation of an employee's years of service shall commence with their hire date.

- (a) Up to one year of service, one (1) working day per month;
- (b) After one (1) year and one day and through seven (7) years of service, fifteen working days vacation;
- (c) After eight (8) years and one day through fifteen (15) years of service; twenty (20) working days vacation;
- (d) After sixteen (16) years and one day through twenty-five (25) years of service, twenty-five (25) working days vacation;
- (e) After twenty-six (26) years and one day through thirty-five (35) years of service, thirty (30) working days vacation;

(f) After thirty-six (36) years and one day years of service, thirty (35) working days vacation.

All permanent part-time employees shall receive paid vacation leave on a prorated basis, in accordance with the above schedule.

Section 2: Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding calendar year only. However, if in the second year, the employee still has accumulated vacation that will be lost, the employee has the right to sell that time only. Employees shall be permitted to take earned vacation anytime during the year except where scheduling needs preclude.

Section 3: If an employee dies having vacation credits, a sum of money equal to the compensation figured on his/her salary rate at the time death shall be calculated and paid to his/her estate.

Section 4: Vacation requests to be governed by seniority, must be submitted by an employee on or before the last working day of April.

Section 5: Employees will receive a written response to Vacation Leave requests within three (3) full working days of submittal to management. Nothing, however, shall prevent an employee from requesting vacation time with less than three (3) working days notice so long as the employee personally hands the written request to either the Library Director, or in her absence, her Administrative Assistant, who shall, after checking the schedule, either grant or deny the leave request. Any request for time off with less than three days notice must be for less than three days.

ARTICLE XIV - STRIKES AND LOCKOUTS

Section 1: The union will not cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down in any operation of the Library or any curtailment of work or restriction of service or interference with the operation of the Library during the term of this Agreement.

Section 2: The Library agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XV - SAFETY AND HEALTH

Section 1: The Employer shall exercise every reasonable effort to maintain safe and healthful working conditions.

Section 2: Smoke Free Building enforced as required by law.

ARTICLE XVI - EQUAL TREATMENT

Section 1: The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or activities.

Section 2: The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 3: Five (5) working days prior to the implementation of any rules of work and conduct for employees established by the Camden Free Public Library, the Library agrees to notify the Union of said rules. The union shall then have the opportunity to review such rules prior to their implementation.

Section 4: All articles of this Agreement shall be equitably applied to all employees covered by this Agreement.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1: Any grievance or dispute that might arise between the parties in reference to the application of or the meaning of, or the interpretation of this Agreement shall be settled in the following manner:

Step 1 - The aggrieved employee or the Union, at the request of the employee must take up the grievance or dispute with the immediate Supervisor within ten (10) working days of its occurrence. The immediate Supervisor shall respond to the employee, grievance committee or representative in writing within ten (10) working days.

Step 2 - If the grievance is not satisfied, the employee or the representative at the request of the employee may take the grievance or the representative at the request of the employee

may take the grievance or dispute to the Library Director within ten (10) working days after the supervisor's response was due. The official to whom the grievance is presented shall respond to the employee, or representative, in writing within ten (10) working days.

Step 3 - If the grievance still remains unadjusted, it may be presented by the representative, or employee to a hearing officer designated by the Camden Free Public Library, in writing within ten (10) working days after the response from the Library Director was due. The hearing officer shall conduct a hearing and shall respond, in writing, to the employee, or representative within ten (10) working days after the hearing has been held.

Step 4 - If the grievance still remains unsettled, it may be presented by the representative, or employee, to the Board of Trustees of the Library in writing within ten (10) working days after the response from the hearing officer. The Library Trustee shall respond, in writing, to the employee, or representative within ten (10) working days after the next regularly scheduled Library Trustees meeting.

Step 5 - If the grievance remains unsettled, the representative may within fifteen (15) working days after the reply of the Trustees of the Library is due, by written notice to the Camden Free Public Library, request arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs of the arbitration shall be borne equally by the Union and the Library. The decision of the arbitrator shall be final and binding on the parties.

Section 2: The representative will notify the Library Director in writing of the name of the employees who are designated by the representative to represent employees under the grievance procedure. The employees so designated by the representative will be permitted to confer with other representatives, employees, and with the Library representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of two (2) hours per week in any calendar week provided the conduct of said business does not diminish the effectiveness of the Library or require the recall of off duty employees.

Section 3: Agents of the representative, who are not employees of the Library, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing representative representation matters provided the conduct of said business does not diminish the effectiveness of the Library or require the recall of off duty employees.

Section 4: Four (4) staff are granted time off for negotiations for contracts between the Union and the Library as required. The library's union trustees are granted time off for hearings and grievance procedures whenever necessary; and for the regularly scheduled Shop Steward Meetings ten (10) times each year.

ARTICLE XVIII - GENERAL PROVISIONS

Section 1: It is agreed that the Camden Public Library and Council #10 may meet from time to time upon reasonable request of either party to discuss matters of general issues and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council #10 or the Library.

Section 2: Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Personnel job specifications for their positions.

Section 3: Bulletin Boards will be provided by the Employer at permanent work locations for the use of the union, for the sole purpose of posting union announcements and other information of non-controversial, non-political nature which shall be submitted to the Library Director three (3) days prior to posting.

Section 4: No new titles shall be established by the Library without prior consultation with the Union. The Library agrees to negotiate with the Union concerning compensation and placement in the unit of all new titles.

Section 5: No employee shall be suspended, fined, demoted, discharged or otherwise disciplined except for just cause. The Library shall give written notification to the Union when an employee is suspended, fined, demoted, discharged or otherwise disciplined except that notification shall be required where an employee receives only a verbal reprimand. The notification shall be submitted to the union at the time written notice is given to the affected employee and shall indicate the extent and reason for the disciplinary action. No meeting shall be held between any supervisor and any employee under this agreement, at which disciplinary action is taken, or from which disciplinary action may result, without the

presence and participation of a union representative, if such is requested by the affected employee.

Section 6: Monthly scheduled staff meetings with the director.

Section 7: Pay stubs will reflect the actual starting and ending dates of any pay period.

Section 8: Employees will be provided with a report of all of their available sick, vacation, personal, and comp time, and a year to date report of their used sick, vacation, personal, and comp time on a quarterly basis.

ARTICLE XIX - WORKER'S COMPENSATION

Section 1: When an employee is injured on duty, he/she is to receive Worker's Compensation due him/her plus the difference between the amount received as compensation and his/her salary during the period of temporary disability, 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 is to receive Worker's Compensation and his/her salary during the period of temporary disability only; the difference will be charged against his/her sick leave, provided that such employee is entitled to sick leave and further provided that such employee signs a form authorizing the Employer to charge the time lost to sick leave.

ARTICLE XX - SAVINGS CLAUSE

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

ARTICLE XXI - DURATION

Section 1: This Agreement shall be effective as of January 1, 2001 and shall remain in full force and effect until December 31, 2003. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the anniversary date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin not later than one hundred twenty (120)

days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3: Any changes, modifications, or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated, and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way without express written approval of both parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals in the City of Camden, New Jersey of this _____ day of _____, 2006.

FOR THE UNION:

FOR CAMDEN FREE PUBLIC
LIBRARY:

Karl Walko, President
Camden County Council #10

Member – Board of Trustees

Member – Negotiating Committee

Member – Board of Trustees

Member – Negotiating Committee

Theresa Gorman, Director –
Camden City Library

SCHEDULE A

RATES OF PAY

Supervising Librarian

Effective January 1, 2005	\$46,884.71 (\$1,500 increase)
Effective January 1, 2006	\$48,056.83 (2.5% increase)
Effective July 1, 2006	\$49,017.96 (2% increase)
Effective January 1, 2007	\$49,508.14 (1% increase)
Effective July 1, 2007	\$50,993.39 (3% increase)

Senior Librarian

Effective January 1, 2005	\$42,664.19 (\$1,500 increase)
Effective January 1, 2006	\$43,730.79 (2.5% increase)
Effective July 1, 2006	\$44,605.41 (2% increase)
Effective January 1, 2007	\$45,051.46 (1% increase)
Effective July 1, 2007	\$46,403.01 (3% increase)

Junior Librarian

Effective January 1, 2005	\$36,666.14 (\$1,500 increase)
Effective January 1, 2006	\$37,582.79 (2.5% increase)
Effective July 1, 2006	\$38,334.45 (2% increase)
Effective January 1, 2007	\$38,717.79 (1% increase)
Effective July 1, 2007	\$39,879.33 (3% increase)