

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CITY OF CAMDEN
FREE PUBLIC LIBRARY**

AND

**CAMDEN COUNTY
COUNCIL #10
NON-SUPERVISORY UNIT**

EFFECTIVE JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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PREAMBLE

This agreement entered into this _____ day of _____, 2006, by and between the City of Camden Free Public Library, hereinafter called the “Employer” and Camden County Council #10, hereinafter called “Council #10 or the “Union” has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable, prompt and peaceful procedure for the resolution of differences, and other conditions of employment, and to avoid interruptions of an interference with services; and represents the complete and final understanding on all bargainable issues between Employer and the Union.

ARTICLE I – RECOGNITION

Section 1: The Employer recognizes Council #10 as the Union as the sole and exclusive Collective Bargaining representative of all regular full and part-time non-supervisory employees employed by the City of Camden Free Public Library, including but not limited to those in the following Job Classifications:

- Principal Library Assistant
- Senior Library Assistant
- Library Assistant
- Senior Building Maintenance Worker
- Building Maintenance Worker
- Library Clerk Driver
- Security Guard

Section 2: The term “full-time employee,” shall refer only to an employee who regularly and customarily is scheduled to work at least thirty-five (35) hours per week.

Section 3: The term “part-time employee,” shall refer only to an employee who regularly and customarily is schedule to work seventeen and one-half (17 ½) hours per week.

ARTICLE II – CHECK-OFF

Section 1: The Camden Free Public Library agrees to deduct monthly, Council #10’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 of Council #10 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 Council #10 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: Camden Free Public Library 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 Camden Free Public Library 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 III – AGENCY SHOP

Section 1: The Camden Free Public Library agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of Council #10 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 Council #10 during the month following written notice from Council #10 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 Council #10 shall be in an amount equal to regular membership dues, initiation fees and assessments of Council #10, less the costs of benefits financed through the dues and available only to members of Council #10, 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 Council #10 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 Camden Free Public Library.

Section 5: Prior to January 1st and July 31st of each year, Council #10 shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Camden Free Public Library, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

Section 6: Council #10 shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by Council #10. This appeal procedure shall in no way involve the Camden Free Public Library or require the Camden Free Public Library to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 7: Council #10 shall indemnify, defend, and save the Camden Free Public Library 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 Camden Free Public Library in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by Council #10 to the Camden Free Public Library, or in reliance upon the official notification on the letterhead of Council #10 and signed by the President of Council #10, advising of such changed deduction.

ARTICLE IV – WORK SCHEDULES

Section 1: The 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 (17 ½) 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 employees and without first having discussed such change and needs for same with the Union.

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 workweek.

Section 4: When an employee's location or 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.

ARTICLE V – 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 (1 ½) times his/her normal rate of pay, provided however, that notwithstanding this or any other provision, any employee who works Sunday or any holiday shall be compensated at a rate of pay equal to one and one-half (1 ½) times his/her normal rate of pay.

Section 3: After Sunday, or any holiday, employees shall have the option of taking compensatory time or 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 employee within the same classification wherever practicable, in accordance with the employee seniority.

Section 5: Overtime shall be paid currently, or at least not 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 use of the earned compensatory time in the next calendar year. Compensatory time shall be used at the discretion of the employee, with the approval of the Director

Section 7: In so far as practicable, overtime shall be distributed as equally as possible among employees within the same classification. Overtime will be rotated with the more senior employees being given the opportunity of working overtime provided the employee has the ability to perform the work required. If in the event the assignment of overtime is necessary, such assignment shall be made in reverse order of seniority.

Section 8: Employee agrees, when possible, to give employees at least twenty-four (24) hours notice when overtime work is required so as not to create 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 VI – 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 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 state), shall be established only after prior negotiation with the Union.

Section 3: The salaries authorized under this Agreement shall be interpreted as exclusive on 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) consecutive week, spending at least fifty (50%) percent of

his/her time on a 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 in all job titles as follows:

Effective January 1, 2005 – \$1,200 added to base annual salary rate

Effective January 1, 2006 – Two and one half percent (2.5%)

Effective July 1, 2006 – Two percent (2%)

Effective January 1, 2007 – One percent (1%)

Effective July 1, 2007 – Three percent (3%)

The rate of pay increase for 2005 shall be retroactive to January 1, 2005 and all payment based on employee rate of pay including overtime and longevity shall also be adjusted accordingly.

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 Camden Free Public Library shall be entitled to eighteen (18) sick days 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 an employee is absent for three (3) consecutive days (or after eighteen (18) days sick leave in any one year period), or where it 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 Library at any time.

Section 6: An employee who does not expect to report to work on any working day because of personal illness or for any of the reasons included on the definition of sick leave set forth above, shall notify the appropriate office by telephone or personal messenger before 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 certification of the local health department.

Section 7: Immediate family is herein defined:

- Mother and father; Mother and Father In-law
- Brother and sister; Brother and Sister In-law
- Spouse; Children/foster children of the employee
- Grandmother and Grandfather, Grandchildren
- Parental Guardians

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 (1/2) 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).

ARTICLE VIII – LEAVE OF ABSENCE

Section 1: Leave of absence for permanent employees shall be granted as provided in New Jersey Department of Personnel statutes and regulations.

Section 2: Military Leave of absence shall be granted to permanent employees as provided in New Jersey Department of Personnel statutes 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 employees shall service without loss of pay and is allowed to retain any stipend for service.
- 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 the National Defense or other emergency when so ordered by the Governor or the President.

Section 4: The Employer shall grant a combined maximum of seven (7) days leave of absence with pay for all duly authorized Union representatives for the purpose of attending Union seminars. Reasonable advance notice to the Employer is required.

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 that employee's spouse, parent, child, foster 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, 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.

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 one (1) month after the actual date of birth. Additional time beyond the one-month 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 days 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 workday and is of such a nature that it cannot be attended to at a time outside of the workday.
- 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/her family.
- C. Request for 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 workday.
- D. A personal emergency day shall not be granted for a day preceding or following vacation or holidays.

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 Library business and who are required to use their personal vehicle shall be reimbursed at thirty cents (\$0.30) per mile, plus out-of-pocket expenses.

Section 2: Employees required to attend to the Library alarm system after a work-shift or before a work-shift shall receive four (4) hours of compensatory time at the employees scheduled rate of pay.

Section 3: Each employee working three (3) or more hours shall be entitled to one (1) 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 Council #10.

Section 4: Employees under the titles of Building Maintenance, Security and Clerk/Driver shall receive \$250.00 per year for the purchase/maintenance of uniforms. Employees holding

two separate positions with the Employer that would normally be granted a uniform allowance shall be granted a separate uniform allowance for each of those positions.

Section 5: The Employer shall make all reasonable efforts to provide free and convenient parking for all employees at all library locations.

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 the same to the local representative upon reasonable request.

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

Section 5: In the event of a vacancy, and at the discretion of the Library Director, the employee with the greatest amount of seniority shall be given preference, provided he/she has the ability to perform the functions.

ARTICLE XI – 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 Council #10 before implementation. Effective upon the implementation of this agreement, there shall be a deductible on the 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 the family

Section 2: When an employee or spouse reaches age sixty-five (65) and his/her 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 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: Prescription Plan for the City is as follows:

- A. Zero Dollars (\$0) cost to employees for prescriptions filled by use of the mail-in-form.
- B. Five Dollars (\$5) cost to employees for prescriptions filled using generic/store brand medicine.
- C. Ten Dollars (\$10) cost to employees for prescriptions filled using regular name brand medicine.

For further information, call Health Benefits Office, 757-7676 or Business Administration Office, 757-7150.

Section 6: Employees retiring during the term of this contract shall be eligible to remain on the Dental Plan upon notification to the Health Benefits Office, effective January 1, 1990 and upon agreeing to pay any increase over the 1990 premium.

Section 7: 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 HMO.

ARTICLE XII – HOLIDAYS

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

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

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 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 a Saturday shall be celebrated on the preceding 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 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 he/she is on an approved leave.

Section 7: Though listed as official holidays in Section 1, the Camden Free Public Library intends to open on some of the listed days. All employees assigned to work will be compensated at time and one-half (1 ½) their hourly rate.

Section 8: The Library will be closed on the Saturday preceding Easter and the Saturday of Labor Day Weekend.

ARTICLE XIII – 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 – 10 years of service	2% of annual salary
11 – 15 years of service	3% of annual salary
16 – 20 years of service	4% of annual salary
21 – 25 years of service	5% of annual salary
26 and above years of service	6% of annual salary

Section 2: Longevity shall be calculated based on the employee’s yearly salary. 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, pro-rated 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 pro-rated and paid to his/her estate regardless of the date of death.

ARTICLE XIV – 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 vacation per month;

- B. After one (1) year and one day and through seven (7) years of service, fifteen (15) 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-five (35) working days vacation.

All permanent part-time employees shall receive paid vacation leave on a pro-rated 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 of 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. Employees shall receive in writing, notification of the approval or denial of the requested time off. This notification shall be given within three days of the request for time off.

SECTION XV – 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 terms of the Agreement.

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

ARTICLE XVI – SAFETY AND HEALTH

Section 1: The Employer shall at all time endeavor to maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to insure their safety and health.

Section 2: The Employer and Union shall designate a Safety Committee, totaling three (3) members. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general to either or both parities, upon prior notice to and authorization of the employee. This committee must be given a reasonable opportunity to visit work locations throughout the employer facilities, where employees covered by this agreement perform their duties, for the purpose of investigating safety and health conditions. These visits will be accomplished during working hours with no loss in pay for whatever time is reasonably necessary unless additional time is authorized by the Employer.

Section 3: Employee must wear all safety equipment provided for them by the Employer.

ARTICLE XVII – EQUAL TREATMENT

Section 1: The Employer agrees that there will be no discrimination or favoritism for reason of sex, race, creed, color, age, national origin, sexual orientation (or preference), physical challenge, 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: Ten (10) working days prior to the implementation of any rules or work and conduct for employees established by the Employer, the Employer agrees to notify the Union of said rules. The Union shall then have the opportunity to review and comment on such rules prior to their implementation. Any and all policies or regulations will be posted by the Employer five (5) days prior to implementation.

Section 4: Allegations or violations of discrimination or favoritism for reason of sex, race, creed, color, age, national origin, sexual orientation (or preference), physical challenge in Section 1 of the Article shall be pursued through the Division of Civil Rights or Equal Employment Opportunity Commission.

ARTICLE XVIII – GRIEVANCE PROCEDURE

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

Step One: 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 Two: If the grievance is not satisfied, the employee 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 Three: 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 Four: 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 names 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 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: Union President or designated representative shall be granted time off, without loss of pay, for preparation and contract negotiation between the Union and the Employer. Union representative will be granted time off, without loss of pay for hearings, grievance procedures and P.E.R.C. proceedings, whenever necessary and for the regularly scheduled Council #10 meetings ten (10) times each year.

ARTICLE XIX – GENERAL PROVISION

Section 1: It is agreed that the Union and the Employer may meet from time to time upon reasonable request of either party to discuss matters of general interest 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.

Section 2: Employees who are covered by this Agreement shall perform the duties and responsibilities outline 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 posting union literature, no political and no controversial materials. Copies of notices may be submitted to the Employer.

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: Once each year, the Employer shall close for a staff training day. Employees that are regularly scheduled to work on the designated staff training day shall be required to use the appropriate leave for any absence.

ARTICLE XX – DISCIPLINARY PROCEDURE

Section 1: This Article shall apply to all permanent employees and provisional employees with permanent status.

Section 2: Discipline of an employee shall be imposed for good and just cause according to law only.

Section 3: Any employee subjected to a major disciplinary action shall be afforded a disciplinary hearing. At the discretion of the employee, the Union will be present at any such hearing. Minor disciplinary action can be appealed through the grievance procedure.

Section 4: Written notice of minor or major disciplinary actions shall be given to the employee, the local Union representative and Council #10. Notice shall contain charge(s) and specifications, a general description of the alleged acts and/or conduct upon which the charge(s) is based and the nature of the discipline.

Section 5: The name of the employee who is notified of suspension or dismissal shall be transmitted to the Union promptly, but not later than forty-eight hours after such notice.

Section 6: Discipline shall normally be imposed in the following manner:

- A. Oral warning.
- B. Written warning.
- C. Minor disciplinary consisting of a suspension up to five (5) days.
- D. Major disciplinary consisting of a suspension over five (5) days and after a determination of an administrative hearing.
- E. Termination after determination of a Departmental Hearing.

ARTICLE XXI – WORKER’S COMPENSATION

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 XXII – SAVINGS CLAUSE

If any provisions of this Agreement or application of the Agreement to any employee or Employer 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 XXIII – DURATION

Section 1: This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until December 31, 2007. It shall be automatically renewed from year to year thereafter unless 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 party of this contract, shall not cause a change, medication 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 have hereunto set their hands and seals, in the City of Camden, New Jersey on this _____ day of _____, 2006.

FOR CITY OF CAMDEN
FREE PUBLIC LIBRARY

FOR CAMDEN COUNTY COUNCIL #10

Board of Trustees, President

Karl R. Walko, President

Library Director

MEMORANDUM OF UNDERSTANDING #1

All payroll checks shall reflect a reason for deduction other than the standard deductions required by Law.

MEMORANDUM OF UNDERSTANDING #2

All employees shall receive a quarterly report of time balances. If any questions arise, the employee shall be allowed to review the record of time usage.

SCHEDULE A

TITLES	ANNUAL SALARIES				
	1/1/2005	1/1/2006	7/1/2006	1/1/2007	7/1/2007
Principal Library Assistant					
Senior Library Assistant	\$25,818.82	\$26,464.29	\$26,993.58	\$27,263.51	\$28,081.42
Library Assistant	\$21,545.87	\$22,084.52	\$22,526.21	\$22,751.47	\$23,434.01
Senior Building Maintenance Worker	\$25,349.23	\$25,982.96	\$26,502.62	\$26,767.65	\$27,570.68
Building Maintenance Worker	\$24,619.65	\$25,235.14	\$25,739.84	\$25,997.24	\$26,777.16
Library Clerk Driver	\$29,070.46	\$29,797.22	\$30,393.17	\$30,697.10	\$31,618.01
Security Guard	\$22,165.77	\$22,719.91	\$23,174.31	\$23,406.06	\$24,108.24