

AGREEMENT BETWEEN THE CAMDEN COUNTY LIBRARY COMMISSION

AND

CAMDEN COUNTY COUNCIL, #10, N.J.C.S.A.

SUPERVISORY UNIT

Effective: January 1, 2005 through December 31, 2008

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between the CAMDEN COUNTY LIBRARY COMMISSION, hereinafter called the “Commission” and CAMDEN COUNTY COUNCIL NO. 10, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called the “Union”, has as its purpose the promotion of harmonious relations between the Commission and the Union; 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 terms and conditions of employment; and represents the complete and final understanding on all bargainable issues between the Commission and the Union.

ARTICLE I – RECOGNITION

Section A – The Commission recognizes the Union as the sole and exclusive collective bargaining representative of all non-professional supervisors employed by the Commission, including Supervising Library Assistants and Supervisor Building Services, and for such other titles as the parties may later agree in writing to include in this unit.

## ARTICLE II – CHECK-OFF

Section A – The Commission agrees to deduct from the wages of its employees, subject to this Agreement, dues for the Union. Said deductions shall be made in compliance with NJSA 52:14-15.9e, as amended.

Section B – A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the Commission. The full dues amount is to be deducted in addition to a one time initiation fee.

Section C – The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of names of all employees for whom the deductions were made by the fifteen (15<sup>th</sup>) day of the succeeding month after such deductions were made.

Section D – If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Commission written notice thirty (30) days prior to the effective date of such change and shall furnish to the Commission either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

Section E – The Union will provide the necessary “check-off authorization” forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Commission.

Section F – Any such individual written authorization may be withdrawn at any time by the filing of such withdrawal with the Commission. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with NJSA 52:14-15.9c.

Section G – The Union shall indemnify, defend and save the Commission 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 information furnished by the Union or official notification on the letterhead of the Union and signed by the President of the Union.

### ARTICLE III – AGENCY SHOP

Section A – The Commission agrees to deduct the fair share fees from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union.

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

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

Section D – The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Commission.

Section E – Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the

Commission, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

Section F – The Union shall establish and maintain a procedure whereby any employee paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Commission or require the Commission to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section G – The Union shall indemnify, defend, and save the Commission 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 or the fair share assessment information as furnished by the Union to the Commission, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

Section H – The term “Director” shall refer to the individual who, at any time during the term of this Agreement, is appointed by the Commission as the Director of the County Library.

## ARTICLE IV – SENIORITY

Section A – Seniority is defined as an employee’s total length of service with the Commission, beginning with his or her original date of hire.

Section B – An employee who incurs a break in service with the Commission (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he or she was not employed by the Commission.

Section C – If a question arises concerning two or more employees who were hired on the same date, and Section B is not applicable, a coin flip shall decide which employee has the greatest seniority.

Section D – The Commission shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by the Agreement, and the Commission shall furnish copies of same to the Union upon reasonable request.

Section E – Except where New Jersey Civil Service statutes require otherwise, in cases where provisional promotions, demotions, lay-offs, recalls, and vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided he or she has the ability to perform the work involved and further provided that the exercise of such will have no adverse effect on productivity.

## ARTICLE V – HOURS OF WORK

Section A – The regularly scheduled work week shall consist of any five (5) days from Monday to Saturday.

Section B – The regularly scheduled work week for full-time employees shall consist of thirty-five (35) hours per week which shall include no more than two (2) nights per week. The employer shall have the right to make changes in any employee’s work schedule with a thirty (30) day written notice to the affected employee and the Union. An employee may request a schedule adjustment. Such request shall not be unreasonably denied.

Section C – Weekend hours will be scheduled on a rotational basis for full-time employees by the department/branch supervisor.

Section D – 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.

Section E – Time spent traveling between work locations during scheduled work hours shall be paid at the employee’s current hourly rate.

## ARTICLE VI – PART-TIME EMPLOYEES

Section A – The parties agree that the assignment of additional hours for part-time employees in order to cover the individual department or branch schedule is a necessity for adequate library service. The parties also agree that these part-time employees will receive benefits under this agreement in an equitable manner. The provisions of this Article shall supercede any other inconsistent provisions in this agreement relating to part-time employees.

Section B – If a part-time employee works more than his or her programmed hours for eight (8) or more pay periods during the first or second half of any given year, then that part-time employee will be entitled to all the benefits normally due an employee at those increased hours. The benefits due will be determined by calculating the average number of hours worked during said eight or more pay periods.

Section C – Each part-time employee will be reviewed at the same time for other benefits to be credited retroactively for the previous half year.

Section D – If, during any given half year (Pay period #1 to #13, or Pay period #14 to #26), a part-time employee works full-time all thirteen pay periods, that employee will be made full-time at the end of that half-year.

Section E – Receipt of benefits by an employee during any six (6) month period shall not entitle that employee to an automatic continuation of those benefits in any subsequent six (6) month period. Rather, entitlement to benefits during any six (6) month period shall be based solely on the evaluation, pursuant to Section B above, applicable to that period.

## ARTICLE VII – OVERTIME

Section A – Overtime refers to any time worked beyond the regular hours of duty in any one day or week and only when an employee is ordered to work by a supervisor.

Section B – Employees on a part-time or seasonal basis are not eligible for overtime pay at overtime rates unless their total hours for the week exceed thirty-five (35).

Section C – Overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Employees shall have the option of taking cash payment or compensatory time for overtime earned. Pursuant to the Fair Labor Standards Act, compensatory time may be accumulated up to a maximum of 240 hours and may be used, at the employee's request, within a reasonable period after making the request. Employees must use their compensatory time by the last pay period of the calendar year in which it is earned or they will receive cash payment for such earned but unused compensatory time no later than the last pay period of the year.

Section D – Those employees whose regularly scheduled shift of duties requires them to work on a holiday as defined in Article XX shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday in addition to receiving holiday pay for the holiday. This provision shall not apply to Good Friday which shall be governed by the provisions of Article XX, Section G.

Section E – Employees working on Sunday will receive seven (7) hours straight time pay for four (4) hours of work.

Section F – When employees are assigned to work on a sixth (6<sup>th</sup>) consecutive day, they shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked on the sixth (6<sup>th</sup>) day. When employees are assigned to work a

seventh (7<sup>th</sup>) consecutive day, they shall be compensated at the rate of double their regular rate of pay for all hours worked on the seventh (7<sup>th</sup>) day.

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

Section H – Any employee who is requested to and returns to work during periods other than during his or her regularly scheduled shift shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay at overtime rates, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his or her regular work shift overlap, he or she shall be paid time and one-half (1 ½) only for those hours worked prior to or after the regular shift.

Section I – Overtime work shall be distributed as equally as possible among employees within the same classification.

ARTICLE VIII – RATES OF PAY

Section A. – All employees shall be paid in accordance with a newly created salary scale having a difference of 1.5% between steps. The scale shall be part of this memorandum and part of the final Agreement. Each current employee in the bargaining unit shall be moved on to the step on the scale closest to but not less than their current salary prior to any pay adjustment for 2005, except that Marge Murray will be placed on Step #10 and Linda Babli will be placed on Step #9 to adjust for lower salary increases they received at the time they were promoted into the Supervisory Unit. Following placement of current employees on the salary scale, each step on the scale shall be adjusted as follows:

2005 Effective Pay Period #1 -	3.5%
2006 Effective Pay Period #1 -	2.5%
2007 Effective Pay Period #1 -	3.75%
2008 Effective Pay Period #1 -	2.5%

In addition, each employee shall move up one step (1.5%) as of pay period #1 2006 and as of pay period #1 2008. As a result, all employees shall receive the following increases in salary:

2005 Effective Pay Period #1 -	3.5%
2006 Effective Pay Period #1 -	Step Increase (1.5%) + 2.5%
2007 Effective Pay Period #1 -	3.75%
2008 Effective Pay Period #1 -	Step Increase (1.5%) + 2.5%

All employees promoted into the Unit after the signing of the Agreement will be placed on the Step which is closest to but not less than 10% above their existing salary. If new titles are added to this unit, the pay rates shall be negotiated with the Union in advance.

Section B – The pay rates set forth above shall be interpreted as exclusive of any other payments including longevity pay, authorized by this agreement, except as set forth in Article X, Section D.

Section C – The pay rates provided for in this Agreement are fixed on the basis of full-time service in a full-time position. If any position is, by action of the Commission, established on a basis of less than full-time service, or if, with the approval of the Commission, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of pay provided for the position (unless otherwise stated) shall be proportionately reduced in computing the pay rate payable for part-time service.

Section D – An employee who performs work in a higher paid classification other than his or her own shall be certified for such work after he or she has performed such work for three (3) consecutive weeks full-time. Employees undergoing on-the-job-training will not be considered as performing work in a higher paid classification. Such on-the-job-training will not exceed twelve (12) consecutive weeks. Any employee undergoing on-the-job-training will be paid at the rate of his or her own classification.

## ARTICLE IX – DIFFERENTIAL PAY

Section A – Full-time employees assigned to begin work starting at 1:00 p.m. or after, shall receive an additional ten percent (10%) of their regular hourly rate for all hours worked after 1:00 p.m.

Section B – All employees required to be on-call and respond during non-work hours shall be provided with a mobile phone to facilitate response. Employees required to be on-call shall receive a payment of \$1,000 for each cumulative six month period within a calendar year when the employee is required to carry the phone. Such payment(s) shall be made to the employee(s) at the end of each calendar year, prorated for time periods less than, or in excess of, a cumulative six (6) month period within the calendar year. Prorated payments shall be calculated based on minimum time periods of at least a month.

Section C – If an employee's hours of work overlap between the first and second shift, for the convenience of the employer, differential pay shall be paid for those hours worked beyond 1:00 p.m.

## ARTICLE X – LONGEVITY PAY

Section A – Any employee of the Camden County Library Commission who is promoted into a title covered by this Agreement, and who was receiving longevity pay at the time of transfer, shall have the longevity pay the employee would have been entitled to as of December 31 of the year in which the transfer occurred, plus an additional five percent (5%) of that longevity amount, added to their pay rate. No further separate longevity payments will be made.

Section B – In calculating longevity pay, pursuant to the above schedule, no longevity shall be paid on that portion of the employee’s wages which exceed \$25,000. In computing longevity, the effective date shall be December 1<sup>st</sup>. However, if an employee leaves the service of the Commission in good standing prior to December 1<sup>st</sup> but after July 1<sup>st</sup> of the year in which longevity is due and payable, longevity will be paid prorated to reflect the employee, actual length of service in that year. If the employee leaves prior to July 1<sup>st</sup>, no longevity shall be paid. In case of the employee’s death, longevity will be paid to the employee’s estate. Part-time employees entitled to longevity pursuant to the schedules set forth above shall have their payments prorated based on their actual hours of work.

Section C – In calculating longevity pay, continuous service only will be considered. However, employees who are laid off by the Commission and/or County and later recalled within two years will not be considered to have a break in their employment for the purposes of this Article.

Section D – Beginning the first pay period of 1999, longevity payments shall be added to employee’s pay rates as follows and no further separate longevity payments will be made.

Effective the first pay period of 1999, any longevity payment to which an employee would be entitled as of December 31, 1999, plus an additional five percent (5%) of that longevity payment, shall be added to the employee's existing base rate of pay and the total shall constitute the employee's new base rate of pay to which the appropriate pay rate increases set forth in Article VIII shall be added.

## ARTICLE XI – SICK LEAVE

Section A – Sick leave is defined to mean the absence of an employee from duty because of personal illness or injury, exposure to a contagious disease, to care, for a reasonable period of time, for a seriously ill member of the employee’s immediate family, or because of a death in the employee’s immediate family, for a reasonable period of time.

Section B – Immediate family is defined as an employee’s father, mother, spouse, child, foster child, legal ward, legal guardian, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, grandchild and other relatives residing in the employee’s household.

Section C – All permanent and provisional full-time employees shall be entitled to sick leave with pay. All part-time permanent and provisional employees shall be entitled to sick leave with pay on a prorated basis. Temporary employees and casual employees are not eligible for sick leave.

Section D – Sick leave with pay shall accrue at the rate of one (1) working day for each month of service from the date of appointment up to and including the end of the calendar year in which they were hired. Thereafter, all employees shall be credited with fifteen (15) days sick leave with pay at the beginning of each calendar year in anticipation of continued employment.

Section E – Unused sick leave shall accumulate from year to year without limitation and the employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section F – If any employee is absent for five (5) consecutive working days for any of the reasons set forth in Section A, the Commission may require acceptable medical evidence

in writing. The nature of the illness and the length of time the employee will be absent should be stated on the doctor's certificate.

Section G – At the discretion of the Director, an employee seeking sick leave may be required to submit medical evidence to substantiate the request. If sick leave is not approved, the time involved during which the employee was absent may be charged to vacation credit with the employee's approval.

Section H – An employee who does not expect to report to work for any reason listed in Section A above shall notify the office by telephone or personal messenger within one (1) hour of the employee's scheduled reporting time. Failure to do so may result in loss of pay for the period of absence.

Section I – Employees who have accrued twenty-five (25) years or more of seniority with the Commission and/or County and who retire at age fifty-five (55) or over will be entitled to receive one-half of their accumulated sick leave at retirement up to a maximum of 500 hours for full-time employees, prorated for part-time employees, multiplied by his/her current rate of pay. Payment options are as follows:

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

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

ARTICLE XII – VACATIONS

Section A – All permanent and provisional full-time and part-time employees shall be entitled to paid vacation leave as follows:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>
Date of hire through 23 <sup>rd</sup> month	1 day per month/12 days per year
2 years of employment	13 days per year
3 years of employment	14 days per year
4 years of employment	15 days per year
5 up to 10 years of employment	20 days per year
10 up to 25 years of employment	22 days per year
25 years of employment	25 days per year

Adjustments to Vacation Leave Allotment will be made as of Pay Period #1 of the year in which anniversary of the date of hire falls.

Section B – Periods of a leave of absence without pay shall be deducted from an employees’ total continuous service in determining years of service for the purpose of calculating vacation leave.

Section C – Part-time employees shall receive vacation leave on a prorated basis.

Section D – Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the Commission may be carried forward into the next succeeding year only and will be scheduled to be taken in the succeeding year. Denial of vacation time shall be given to the employee in writing. If, in the second year, due to the pressure of work as determined by the Commission, the employee still has accumulated

vacation time that will be lost, the employee has the right to sell that time only. Such request shall be made in writing by December 1<sup>st</sup>.

Section E – In order to exercise seniority, vacation requests must be submitted by the employee to the Commission by June 1<sup>st</sup> of each year. Vacation may be requested after that date but such requests will be considered in the order in which they are received, without consideration of seniority.

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

Section G – Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment, provided that such time has been approved by the Commission. Employees terminating employment will be paid for any unused, earned vacation credits. If any employee has used paid vacation time not yet earned at the time of termination, the employee will be required to reimburse the Commission for the advance vacation credit used.

Section H – If an employee, while on vacation, becomes ill or suffers a death in the employee's family which would entitle the employee to paid leave under this Agreement, upon proper notification, the vacation time shall be changed to reflect sick leave or bereavement leave.

Section I – Upon the death of an employee, any earned vacation time not used shall be calculated and paid to the employee's main beneficiary or the estate.

Section J – Vacation time may be used for sick time with the express consent of the employee when he or she runs out of sick time.

Section K – Request for vacation time are subject to prior approval of the employee's immediate supervisor. Request for vacation leave must be submitted three (3) (business)

days prior to commencement of leave day(s) sought. Requests that are not submitted three (3) (business) days in advance may be reason for denial.

## ARTICLE XIII – LEAVES OF ABSENCE

Section A – Leave of absence shall be defined as an authorized absence from work with or without pay which is not chargeable to the employee’s sick leave or vacation leave.

All leaves of absence must be approved by the Director.

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

Section C – Employees may return to work prior to the expiration of their approved leave of absence upon making appropriate arrangements with the Director at least one week prior to their anticipated return to work.

Section D – Employees who are temporarily incapacitated and unable to perform the essential functions of their job shall be entitled to a leave of absence without pay pursuant to Section B above in addition to any leave that employee is entitled to under the Family Medical Leave Act. The Commission may require medical verification that the employee is fit for duty before permitting the employee to return to work.

Section E – Military leave shall be granted pursuant to law.

Section F – Employees shall be entitled to leave pursuant to the federal and state Family Medical Leave Acts.

Section G – Officers, trustees and shop stewards of the union shall be permitted one (1) day off with pay per year to attend the annual union seminar plus an additional three (3) hours, with pay, ten (10) times per year to attend shop steward meetings.

Section H – Agents of the Union who are employees of the Commission will be permitted to visit with employees during working hours at their workstations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work. Whenever any employee of the Commission who is a representative of the Union is scheduled to participate during work hours in negotiations, grievance proceedings, conferences or meetings, he or she shall suffer no loss in regular pay or be charged with sick leave, vacation leave or personal leave.

Employees will be allowed to leave their work stations up to one-half (1/2) hour prior to the meeting and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (1 ½) hours of work time remaining.

An employee seeking to use the benefits of this section for attendance at union functions which are not directly related to issues involving Library employees must provide notice at least two (2) weeks in advance and receive approval from the Director, and leave for such purpose is limited to a maximum of twenty-one (21) hours per year.

Section I – The Union will notify the Commission of the name of the employee who is designated by the Union to represent employees under this Agreement. The employee so designated will be permitted to confer with other representatives, employees, and representatives of the Commission regarding matters of employee representation during working hours without loss of pay for periods not in excess of six (6) hours per week.

ARTICLE XIV – EDUCATIONAL BENEFIT

Section A – Permanent full-time employees shall be reimbursed by the Commission for the tuition of job related, pre-approved courses designed to improve job skills for which the employee has received a satisfactory grade (C or above). Tuition shall be reimbursed upon completion of the course.

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

Section C – An employee is not entitled to be reimbursed when the tuition is being paid from another source such as a scholarship.

Section D – The maximum reimbursement per employee per year shall not exceed the tuition cost at Rutgers – the State University for two courses.

ARTICLE XV – EMERGENCY OR SPECIAL LEAVE

Section A – An employee shall be given time off without loss of pay when he or she is required to perform emergency civilian duty in relation to national defense or other emergency declared by the Governor of New Jersey or President of the United States.

ARTICLE XVI – JURY DUTY

Section A. – Employees shall be granted time off without loss of pay when performing jury duty, subject to the following conditions:

- (1) The employee must notify his/her supervisor immediately upon receipt of a summons for jury service; and
- (2) The employee submits adequate proof of the time served on jury duty.

Section B – If an employee is on jury duty but is released by the court prior to 11:00 a.m., the employee shall be required to return to work by 12:00 p.m. that day in order to receive pay for that day.

Section C – Employees shall be permitted to retain whatever stipends they receive for jury duty so long as the amount received is less than fifty percent (50%) of the employee's salary.

## ARTICLE XVII – COURT APPEARANCES

Section A – Any employee subpoenaed to appear as a witness before a court, legislative committee or quasi-judicial body for actions and/or conduct arising out of his/her employment with the Commission will be excused for the time of the appearance without loss of pay, as long as such appearance is not a consequence of conduct by the employee which violates Article XXIX, Strikes and Lockouts, of this Agreement. All other appearances shall be charged to personal time or vacation.

ARTICLE XVIII – BEREAVEMENT LEAVE

Section A – In the event of the death of an employee’s spouse, child, father or step-father, mother or step-mother, mother-in-law, father-in-law, brother, sister, grandchild, brother-in-law or sister-in-law, the employee shall be granted time off without loss of pay from the day of death, but in no event to exceed a total of five (5) working days.

Section B – In the event of the death of any employee’s grandparent or relative residing in the employee’s household, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days and notwithstanding the occurrence of the funeral of said relative prior to the expiration of three (3) days.

Section C – Employees should notify their supervisors as soon as possible when such leave is needed. Confirmation of death is required upon return of such leave.

## ARTICLE XIX – PERSONAL LEAVE

Section A – All full-time employees shall be entitled to three (3) personal leave days per calendar year, after the first year of such full-time employment, for necessary and important personal reasons.

Section B – Necessary and important reasons shall include but not be limited to: property settlement, religious holidays, religious observances, marriage in immediate family, or the accomplishment of personal business which can only be carried out on the day for which leave is sought.

Section C – Permanent part-time employees shall also be entitled to personal leave days as set forth above, prorated.

Section D – Personal days shall not normally be taken in conjunction with vacation or sick leave and must be taken in the year in which they are earned. Personal days are not cumulative and may not be carried over into the next calendar year if not used.

Section E – Requests for personal leave must be submitted to the Supervisor for approval, which approval shall not be unreasonably withheld. Such requests shall be submitted at least three (3) business days in advance of the leave day(s) sought. Requests that are not submitted three (3) business days in advance may be reason for denial.

Section F – Recognizing that emergencies arise which do not allow for advance notification, an employee may request a personal business day by notifying his or her immediate supervisor of the nature of the emergency. Such emergency shall be limited to those that either endanger life or health, such as a failure in the heating system during winter months; make transportation to work impossible, such as a dead battery; or a family event of an important nature such as a birth. Repair of a household appliance,

installation of furnishings and the like do not constitute an emergency and must be arranged on the employee's own time.

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

ARTICLE XX – HOLIDAYS

Section A – The following days are recognized as paid holidays:

New Year’s Day	Columbus Day
Martin Luther King Day	General Election Day
President’s Day	Veteran’s Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve (1/2)
July 4 <sup>th</sup> (Independence Day)	Christmas Day
Labor Day	

Section B - All employees shall be entitled to, as an additional holiday, a day off for their birthday. Such holiday must be taken within seven (7) days before or after the employee’s actual birthday and scheduled with the approval of the employee’s supervisor.

Section C - All employees shall be entitled to an additional one-half (1/2) day holiday, at the employee’s option, provided such time is scheduled in advance with the approval of the employee’s supervisor.

Section D – Holidays recognized in Section A which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees whose work week is Monday through Friday will receive Friday as the holiday. Those who are normally scheduled to work on Saturday will receive Saturday as the holiday. When a holiday falls on a Sunday, employees whose work week is Monday through Friday will receive

Monday as the holiday. Those who are normally scheduled to work on Sunday will receive Sunday (7 hours) as the holiday.

Section E – Should a holiday fall within an employee’s vacation period, the employee may, at his/her option, celebrate the holiday immediately before or after his/her vacation.

Section F – It is specifically understood that there shall be only one day of celebration in the event that holidays are celebrated on a day other than the actual date of said holiday, and no additional pay shall be received because of the adjustment on the date of celebration.

Section G – When the Library is open, employees who voluntarily work on Good Friday will receive time and one half and also be entitled to a floating holiday on a day of their choice, to be used within six (6) weeks before or after Good Friday. Employees wishing to work on Good Friday will be scheduled on the basis of seniority within their department/branch. Employees must notify the supervisor of their intended floating holiday date no later than two (2) weeks prior to the date sought.

Section H – Employees wishing to observe religious holidays not set forth in Section A above, may utilize personal leave, vacation or compensatory time for such observance. Requests for such leave shall be made in accordance with the procedures applicable to the leave sought.

Section I – An employee who calls out sick the day before or after a holiday may be required to submit a medical note for the absence on or before the day the employee returns to work.

## ARTICLE XXI – EMERGENCY CLOSING

Section A – All employees are expected to report to work as scheduled unless notified that the Library will be closed. If an employee must report to work even though the Library is closed and other employees have been informed not to report, such employee will receive overtime pay and one-half or compensatory time at the overtime rate of time and one-half for all hours worked.

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

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

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

Section E – If an employee is unable to report for work, the employee must call in to report the absence to the supervisor within one (1) hour of the employee's regular starting time.

Section F – If an emergency closing falls on an employee's vacation day, pre-approved personal leave day, or sick day, the time will still be charged to the approved 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. There shall be no compensation if the emergency closing occurs on the employee's regularly scheduled day off.

ARTICLE XXII – INSURANCE

Section A – The Commission, through the County of Camden, may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist currently are provided.

1. Effective as of the signing of the agreement, employees shall pay in accordance with the following prescription co-pay schedule:

**Employee Salary Under \$30,000 –**

<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
Brand Name	7%	Brand Name	8%
Generic	7%	Generic	8%
Minimum Co-pay	\$2	Minimum Co-pay	\$5
Maximum / Prescription Co-pay	2% of weekly base rate	Maximum / Prescription Co-pay	2% of weekly base rate

Annual Maximum – 1.5% pf average annual salary  
Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 20%

**Employee Salary \$30,000 up to \$50,000 –**

<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
Brand Name	10%	Brand Name	12%
Generic	10%	Generic	12%
Minimum Co-pay	\$3	Minimum Co-pay	\$6
Maximum / Prescription Co-pay	2% of weekly base rate	Maximum / Prescription Co-pay	2% of weekly base rate

Annual Maximum – 1.75% of average annual salary  
Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 25%

**Employee Salary \$50,000 up to \$70,000 –**

**Retail Co-pay**

Brand Name	15%
Generic	15%
Minimum Co-pay	\$5
Maximum / Prescription Co-pay	2% of weekly base rate

**Mail Order Co-pay**

Brand Name	20%
Generic	20%
Minimum Co-pay	\$8
Maximum / Prescription Co-pay	2% of weekly base rate

Annual Maximum – 2% of average annual salary

Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 30%

**Employee Salary over \$70,000 –**

**Retail Co-pay**

Brand Name	20%
Generic	20%
Minimum Co-pay	\$8
Maximum / Prescription Co-pay	4% of weekly base rate

**Mail Order Co-pay**

Brand Name	25%
Generic	25%
Minimum Co-pay	\$12
Maximum / Prescription Co-pay	4% of weekly base rate

Annual Maximum – 2.25% of average annual salary

Maintenance Prescription Co-pay (Retail co-pay after 3 consecutive months if mail order program not used) – 40%

For the purposes of the above schedules, the weekly base rates and annual salaries shall be calculated once per year. Average weekly base rate and average annual salary shall be separately calculated for each of the salary categories using the weekly base rates and annual base salaries for all benefit eligible employees in each separate category at the time of the calculation.

The percentage co-pays set forth above are based on the retail and/or mail order cost to the County for the prescription purchased. Only one co-pay shall be charged for a mail order prescription for up to a ninety (90) day supply.

After the retail purchase of three (3) consecutive months of a maintenance prescription drug, the prescription co-pay for such maintenance drug thereafter shall be in accordance with the maintenance prescription co-pay shown in the above schedules, with no maximum, if not ordered through the available mail-in procedures. However, if the prescription drug cannot be prescribed for ninety (90) days or cannot be mailed then the employee shall pay only the appropriate co-pay (generic or name brand as set forth above). The decision of the County to require a maintenance prescription drug co-pay shall be appealable through the grievance procedure.

2. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the state formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and the non-generic prescription drug in addition to the co-pay.
3. Employees are encouraged to utilize the services of "Preferred Providers." The County will be responsible for designating such "Preferred Providers." This program is strictly voluntary and shall not reduce the

level of benefits currently provided pursuant to the County's self-insured program.

- a. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one full year. At the end of the year, an employee may opt out of the "Preferred Providers" as designated by the County insurance plan.
  - b. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
  - c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.
4. a. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's self-insured benefits program to arrange for said

second opinion, which shall be provided at no additional cost to the participant.

#### ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
  2. Cataract Removal
  3. D & C (Dilation & Curettage)
  4. Hemorrhoidectomy
  5. Herniorrhaphy
  6. Hysterectomy
  7. Knee surgery
  8. Spinal & Vertebral Surgery
  9. Ligation & Stripping of Varicose Veins
  10. Mastectomy or other Breast Surgery
  11. Prostatectomy
  12. Submucous Resection
  13. Tonsillectomy and/or Adenoidectomy
- b. All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-certifying Administrator to arrange for this pre-certification. Denial decisions by the Certification Administrator may be appealed to the County Director on Insurance who shall be bound

by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedure.

If any employee does not follow this procedure, the County's self-insurance plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

#### PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

1. Tonsillectomy and/or Adenoidectomy
2. Simple hernia repair
3. Excision of skin lesions and cysts
4. Minor gynecological procedures
5. Cataract Removal
6. Dilation and Curettage
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection
11. Biopsies

12. Correction of Hammer Toes
  13. Removal of Foreign Body
  14. Vasectomies
  15. Bronchoscopy
  16. Laryngoscopy
  17. Minor Fractures
6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.
  7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
  8. Participants in the County's self-insured health benefits program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program which results in an overcharge to the Commission, 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. Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
11. Benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
12. Effective upon signing of this Agreement, all participants in any HMO and the PPO shall be subject to a ten dollar (\$10) co-pay for all visits to a primary physician and a co-pay of fifteen dollars (\$15) for all visits to a specialist.
13. The Commission's self-insured health benefits program is a maintenance of benefits program. The maintenance of benefits applies when the self-insured is secondary for any dependent's medical claim or retiree's claim. Maintenance of benefits means that the self-insurance plan pays the balance of the

claim up to the amount that the self-insured plan would normally cover – as if it were the primary plan.

14. All new employees hired after the date this Agreement is signed shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

Years of Employment	Percentage Co-Pay
1	20%
2	20%
3	17%
4	17%
5	13%
6	13%
7	10%
8	10%
9	10%
10	10%
11	0%

The amount paid by any employee shall not exceed five percent (5%) of gross salary. The employee co-pay, however will be reduced on an annual basis if the employee joins the lowest cost major medical plan available at the annual period of open enrollment. The employee shall be entitled to a credit at that time towards their co-pay of the percentage difference between the lowest cost major medical plan available and the average cost of all the other major medical plans available. This average cost shall be determined by combining the costs of all the County HMOs at their current rate with the costs for the County's traditional self-insured plan and the County's self-insured PPO plan at the prior year's rate, subtracting the lowest cost plan, and then dividing the remaining costs by the remaining total number of plans. Average costs shall be separately calculated for each type of coverage, i.e. single, husband/wife, parent/ child and family. The employee must remain

in the lowest cost plan for the entire year in order to be entitled to the credit. If at any open enrollment period an employee elects not to remain in the lowest cost major medical plan, the applicable employee percentage co-pay pursuant to this Section shall be based solely on the employee's years of employment with the County. Prior years of employment with Camden County and/or affiliated organizations shall count as "Years of Employment" for the purpose of determining the appropriate co-pay set forth above.

15. All participants currently retired from the Commission and those who retired from the Commission through December 31, 1997 with less than twenty-five (25) years of service with the Commission, but more than five (5) years of service with the Commission, shall continue to receive all health benefits in accordance with Section A above, and at the same cost to the participant as currently exists as of the effective date of this Agreement. All such employees who retired from the Commission with five (5) years of service or less with the Commission as of their date of retirement shall be entitled to receive all health benefits as set forth in Section A above at a cost of fifty percent (50%) of the actual cost for the type of coverage selected by participants as established by the County and adjusted on an annual basis. Any participant who is ineligible for retirement and who ceases to be employed by the Commission for any reason other than termination for disciplinary reasons may purchase health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.
16. Employees retiring with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system, and employees retiring

on an accidental disability pension, shall continue to receive fully paid health and prescription benefits.

Employees retiring at age 62 or older with at least fifteen (15) years of service with Camden County and/or affiliated organizations; or retiring with at least ten (10) years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

<u>Years of Employment</u>	<u>Percentage Co-pay</u>
0 up to 10	COBRA COVERAGE ONLY
10 up to 15	20%
15 up to 20	15%
20 up to 25	5%
25 or more	0%

Prior years of employment with Camden County and/or affiliated organizations shall count as “Years of Employment” for the purpose of determining the appropriate co-pay set forth above.

Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement from another public entity in New Jersey are not eligible for opt out.

Any retiree age sixty-five (65) or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan no later than three (3) months after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. Retirees may change their health care provider during the

annual open enrollment period or if they relocate to an area which is not served by their current provider.

Section B - Reimbursement for the premium cost of the Medicare Part B when an employee or his/her spouse reach age sixty-five (65) will be paid for those employees currently enrolled and receiving such payment.

Reimbursement will also be paid to those employees who have registered for the Medicare Part B for six months prior to retirement.

Section C - The Commission 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 Commission and/or County.

Section D – Any employee covered by this agreement may choose, in writing, at any time, 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 Commission’s health coverage.

No health and/or prescription opt out is permitted for spouses or dependents if both are and would otherwise be eligible for benefits through the County Insurance Division.

However, such employees who are currently receiving opt out will be permitted to continue to receive opt out payments until the first pay period of 2009, in declining percentage amounts over the term of this contract as follows. Upon the signing of this Agreement, these employees will receive 80% of the amount they otherwise would have been paid as set forth in, Section D 3 below. Effective the first pay period of 2006, they will receive 60% of the opt out amount they would otherwise have received. Effective the first pay

period of 2007, that amount will be reduced to 40%, and effective the first pay period of 2008, the amount will be reduced to 20%. Effective the first pay period of 2009 and thereafter, their opt out payment will cease in entirety. This schedule for the reduction and elimination of opt out payments for such employees will be applicable to both active employees and those who retire during the term of this Agreement.

1. If an eligible employee chooses to participate in this program and drops employee and/or spouse and/or dependent coverage, the employee shall receive a monetary incentive.
2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the Commission will restore the employee, his or her spouse and/or dependents to coverage under the County's Self-Insured Plan for the remainder of that year, effective the first day of the following month. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. The employee can opt out any time during the year but must remain in the program for one full year.
3. All employees who are entitled to receive opt out and are not subject to the phase out set forth above and who elect to participate shall be paid the following amounts on a monthly basis.

Health Insurance

<u>Change in Coverage</u>	<u>Opt Out Amount Paid</u>
From Family to No Coverage	\$415.83
From Parent/Child to No Coverage	242.13
From Husband/Wife to No Coverage	307.94
From Single to No Coverage	143.16
From Family to Parent/Child Coverage	173.70
From Family to Husband/Wife Coverage	107.89
From Family to Single Coverage	272.68
From Parent/Child to Single Coverage	98.98
From Husband/Wife to Single Coverage	164.79

Prescription Benefits

From Family to No Coverage	\$174.33
From Husband/Wife to No Coverage	174.33
From Parent/Child to No Coverage	102.63
From Single to No Coverage	60.29
From Family to Parent/Child Coverage	71.71
From Family to Single Coverage	114.04
From Parent/Child to Single Coverage	42.34

4. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
5. The optional health benefits program shall be available to all new eligible employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
6. The optional health benefits program shall be applicable to the County's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive of fifty percent (50%) of the annual premium cost, paid in equal monthly installments, under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program.

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

Section E - Effective January 1, 2005, the Commission shall pay to the Council #10 Health and Welfare Fund the sum of \$350 per year for each employee covered by this Agreement.

Section F – Effective January 1, 2001 the County shall provide as a covered benefit one (1) mammogram once yearly for all female employees and/or dependents over age 40, or more frequently, or at an earlier age, if a physician so prescribes, and two (2) pap smears of the type prescribed by the employee’s or dependent’s physician at least one (1) annually.

Section G – The County shall provide as a covered benefit all prescription contraceptive medications and devices.

Section H – The County shall implement a Section 125 Premium Conversion Plan which will permit the payment of certain employee contributions to pre-tax dollars.

Section I – Effective upon the signing of this Agreement, coverage for dependents shall be standard in all health and prescription plans. Coverage shall end for the children of eligible employees at age 19 if the child is not a full-time student and at age 23 if the child is a full-time student. Dependents who are permanent dependents due to a disability shall continue to be a covered dependent notwithstanding any age requirement.

## ARTICLE XXIII – FRINGE BENEFITS

Section A – Workers’ Compensation: When an employee incurs a work related illness or injury, he or she shall receive Worker's Compensation plus the difference between the amount received as compensation and his or her net salary during the period of temporary disability, up to a maximum of forty-five (45) working days. Employees entitled to Workers’ Compensation benefits under this Section shall continue to receive a regular paycheck from the Commission subject to an assignment by the employee of the Workers’ Compensation benefits due and payable for this period. Thereafter, in the event of continued temporary disability beyond the forty-five (45) day period, the employee shall receive Worker's Compensation only. If the employee is entitled to use and authorize the Commission to charge time to accumulated sick, vacation or personal leave, the employee may receive the difference between the amount received as Workers’ Compensation and his/her salary, and shall continue to receive a regular paycheck from the Commission subject to an assignment by the employee of the Workers’ Compensation benefits for such period as the employee has earned time to make up the difference between the Workers’ Compensation and his/her salary.

Section B – Breaks/Meals: Full-time employees scheduled for a full day will be scheduled for one fifteen (15) minute break for each half day worked. Employees working four (4) hours per day will be scheduled to one fifteen (15) minute break. Anyone working less than four (4) hours per day will not be scheduled for a break. These breaks are paid time and are not accruable. Employees working a full day will be scheduled for an additional hour unpaid meal break. Those employees working six (6) hours will be scheduled for an additional half-hour unpaid meal break.

Section C. Employee pension contributions and the repayment of loans to the pension program will be deducted in equal payments from the first two (2) salary payments to an employee in each month.

Section D. Regardless of medical coverage, employees who work three and one-half (3 ½) hours or more a day at a VDT shall have an eye examination annually and, if it is determined appropriate by the examining doctor, shall be fitted for work computer glasses. In addition, all employees who work at a VDT, if it is determined appropriate by the examining doctor, shall be fitted for work computer glasses. Employees working less than three and one half (3 ½) hours per day at a VDT shall be responsible for the cost of the examination. All costs as set forth below and except as noted above, shall be paid by the employer. Examinations shall be obtained from Dr. John D. Dugan, at Eye Physicians of Southern New Jersey, 1140 White Horse Road, Suite 1, Voorhees, NJ 08043 and glasses shall be obtained at DiDonato Opticians, 918 S. White Horse Pike, Somerdale, NJ 08083. Employees must submit a completed request for eye examinations to their supervisors for approval before scheduling an appointment and receive letters of authorizations for the examination and the eyeglasses.

Annual Examination	\$80.00 for new patients
	\$75.00 for current patients
Glasses (frames and lenses)	
Single	\$ 95.00
Double	\$120.00

Section E. Employees shall be covered by the New Jersey Temporary Disability Program.

Section F –

1. The Commission will reimburse employees who are required and receive authorization from the Director of the Library or a person designated by the Director of the Library to use a private vehicle for the discharge of official library business.
2. Employees required to travel on authorized Commission business and who are required to use their personal vehicle shall be reimbursed at the rate of \$0.375 per mile effective with the signing of this contract.
3. Vouchers for reimbursement should be submitted by the end of each calendar month to the supervisor of said employee.
4. Paid parking and toll charges are not included in the mileage rate. Tolls and parking will be reimbursed. However, receipts may be required.
5. When an employee travels to a meeting, workshop, conference, etc., and leaves or returns directly home without first going to the work site, the miles in excess of those normally consumed by traveling to and from the work site will be reimbursable.
6. When an employee is required to work at another work site other than their normally assigned work site, they will be reimbursed for the difference of additional mileage incurred, unless the employee volunteers.

Section G. The Commission shall provide bulletin boards for the use of the Union and the employees covered by this Agreement at locations mutually agreed to by the parties.

## ARTICLE XXIV – WORK RULES

Section A – The Commission may establish reasonable and necessary rules of work and conduct for its employees. Such rules shall be equitably applied to all employees covered by this Agreement. No new rules or modifications of existing rules shall be established without prior notice to and negotiation with Council 10 pursuant to NJSIA 34:13A-5.3. Such rules shall be equitably applied and enforced and posted on employees’ bulletin boards no later than fourteen (14) days prior to their effective date. The locations of such employees’ bulletin boards are to be established by mutual agreement of the parties hereto.

## XXV – SAFETY AND HEALTH

Section A. The Commission shall, at all times, maintain safe and healthful working conditions, and tools or devices reasonably necessary in order to insure the safety and health of employees.

Section B. The Commission and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary to review conditions in general and to make recommendations to either/or both parties. The Safety Committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Commission facilities, where employees, covered by this Agreement, perform their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss of pay, for periods not to exceed three (3) hours per week for any given week.

Section C. The Safety Committee member, who represents the Union, will notify the Director prior to making such inspections.

## ARTICLE XXVI – EQUAL TREATMENT

Section A. The Commission agrees that there shall be no discrimination against any employee because of sex, age, national origin, creed, race, religion, marital status, political affiliation, or handicap.

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

## ARTICLE XXVII – GRIEVANCE PROCEDURE

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

Step 1: The aggrieved employee or the Union shall institute action within five (5) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her Supervisor for the purpose of resolving the matter informally. If there is no oral agreement reached with the Supervisor, the grievance shall be reduced to writing within ten (10) work days after the matter is submitted to the Supervisor, and the Supervisor shall respond in writing within five (5) work days thereafter. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the right to file a grievance.

Step 2: If the Union wishes to appeal the written decision of the Supervisor, such appeal shall be presented in writing to the Director within seven (7) days of receipt of the written response of the Director at Step 1. The Director shall meet with the Union within seven (7) days of receipt of the appeal and shall respond in writing no later than five (5) days after the meeting.

Step 3: If the Union wishes to appeal the written decision of the Director, such appeal shall be presented in writing to the Commission designated Hearing Officer who shall conduct a hearing as soon as practicable and render a decision in writing on the grievance. The decision of the Hearing Officer shall be binding on both parties unless appealed to arbitration.

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

- a. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- b. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented involved in the grievance. The arbitrator shall have no authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.

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

Section C. The time limits expressed herein shall be strictly adhered to. If a grievance has not been initiated within the time limits specified, or if the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XXVIII – JOB POSTING

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

## ARTICLE XXIX – STRIKES AND LOCKOUTS

Section A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, a slow-down, walk-out or other illegal job action against the Commission. The Union agrees that such actions would constitute a material breach of this Agreement.

Section B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Commission and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

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

Section D. The Commission agrees that it will not engage in the lockout of any of its employees.

## ARTICLE XXX – MANAGEMENT RIGHTS

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

- (1) To engage in the executive management and administrative control of the Library and its properties, facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Commission.
- (2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- (3) 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 is recognized.
- (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.

Section B – The Commission reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Library.

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

Section D - 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 XXXI – GENERAL PROVISIONS

Section A – The Union shall appoint one member to serve on the Library Labor Management Committee who shall be given a reasonable amount of time to attend Committee meetings and perform such functions the Committee might designate. The member will give his/her supervisor reasonable notice of any time away from his/her duties required by meetings or work assigned by the Committee.

Section B – It is understood that any discussion and/or recommendation of the committee is non-binding on any party or individual and is solely advisory.

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

Section E – The Commission shall be responsible for printing this collective bargaining agreement within sixty (60) days of its execution of the parties. At least twenty (20) copies shall be supplied to the Union.

## ARTICLE XXXII – CONFERENCES

Section A. Employees covered by this Agreement, may be granted time off, at the sole discretion of the Director of the Library, to attend library-related meetings.

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

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

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

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

Section F. Budget permitting, registration fees will be reimbursed at the membership rate.

### ARTICLE XXXIII – SEPARABILITY

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

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

ARTICLE XXXIV – FULLY BARGAINED AGREEMENT

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

ARTICLE XXXV – DURATION

Section A. This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2008. This Memorandum of Agreement is subject to ratification by the Camden County Library and Camden Council No 10. All other proposals are withdrawn. Unless otherwise referenced above current contract language will remain for all other items.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2005

For the Camden County Library

For Camden County Council No. 10

\_\_\_\_\_  
Albert T. Magliano, President

\_\_\_\_\_  
Karl Walko, President

\_\_\_\_\_  
Linda Babli

\_\_\_\_\_  
Marge Murray