

AGREEMENT
BETWEEN
THE CAMDEN COUNTY LIBRARY COMMISSION
and
COMMUNICATIONS WORKERS OF AMERICA LOCAL 1014 (Support Staff)

Effective: January 1, 2016 through December 31, 2020

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PREAMBLE

This Agreement entered into this ____ day of _____, 2017 by and between the CAMDEN COUNTY LIBRARY COMMISSION, hereinafter called the "Commission" and Communications Workers of America Local 1014, hereinafter called "CWA Local 1014" or the "Union," has as its purpose the promotion of harmonious relations between the Commission and the Union; the establishment of an equitable, prompt and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to avoid interruptions of and interference with services; and represents the complete and final understanding on all bargainable issues between the Commission and the Union.

ARTICLE I

RECOGNITION

Section A. The Commission recognizes the Union as the sole and exclusive collective bargaining representative of full-time and part-time employees, as hereinafter defined, employed by the Commission in the following job classifications:

Account Clerk
Assistant Supervisor Building Services
Building Maintenance Worker
Building Maintenance Worker/Maintenance Repairer
Clerk 1
Clerk 2
Clerk 3
Clerk Driver
Computer Operator
Computer Operator Trainee
Computer Service Technician
Keyboarding Clerk
Keyboarding Clerk 2
Keyboarding Clerk 3
Library Assistant
Library Assistant Bilingual (Spanish/English)
Library Page
Principal Account Clerk
Principal Library Assistant
Receptionist/Telephone Operator
Senior Building Maintenance Worker
Senior Computer Service Technician
Senior Library Assistant
Senior Library Assistant Bilingual (Spanish/English)
Senior Maintenance Repairer
Senior Purchasing Assistant
Senior Receptionist/Telephone Operator
Technical Assistant Management Information Systems

Section B. All other persons employed by the Commission including, but not limited to:

Assistant Director
Chief Librarian
Chief of Administrative Services
Library Associate
Library Director
Administrative Clerk (Director's secretary)
Supervising Librarian
Supervisor Building Service
Supervising Library Assistant
Monitor

Supervisors

as defined under the Public Employment Relations Act as amended, called “The Act”, are expressly excluded from the bargaining unit covered by this agreement.

Section C. Recognition hereunder shall not be interpreted as having the effect of abrogating in any way the rights of employees as established under chapter 303, Laws of 1968, N.J.S.A. 34:13A-1 et seq. or the responsibilities of the Commission under the applicable statutes, regulations and ordinances.

Section D. The term “employee” or “employees” as used in this Agreement shall refer only to the individuals employed in the classifications set forth in Article I Section A.

Section E. The term “full-time employee” shall refer only to an employee who regularly and customarily is scheduled to work at least thirty-five (35) hours per week or more on a year-round basis.

Section F. The term “part-time employee” shall refer only to an employee who regularly and customarily is scheduled to work less than thirty-five (35) hours per week on a year-round and permanent basis.

Section G.

- (1) A “temporary employee” shall refer only to an employee
 - A) who is hired for a period of up to six (6) months and is so informed at the time of hire, or
 - B) who is hired for the duration of a special project or group of assignments, or
 - C) is hired to replace an employee who is on vacation or on any contractual leaves of absence provided herein.
- (2) The six (6) month period may be extended at the option of the Commission to an additional six (6) months or for the entire length of a contractual leave and the said employee shall still be considered a temporary employee.
- (3) Upon the return of the temporarily replaced employee, or the expiration of the temporary employment, the Commission may either terminate the temporary employee or retain the temporary employee in a unit classification as set forth in Article I Section A. In the event the said employee is retained, he/she shall be covered by the terms of this Agreement in the same manner as all newly hired regular full-time and regular part-time employees.

Section H.

- (1) A “floater” shall refer only to an employee who is not scheduled to work on a regular and frequent basis by the Commission, but who may be called in from time to time when the Commission deems necessary.
- (2) A floater, as defined herein, shall not be covered by the terms and conditions of this Agreement during his/her period of floater employment.

Section I. A “provisional employee” shall refer only to an employee who is not otherwise permanently appointed or assigned to a job classification having yet to be certified or successfully qualify for the position under the terms, requirements and procedures of the New Jersey Civil Service Commission.

Section J. A “permanent employee” shall refer only to an employee who has successfully passed an open competitive or promotional examination, has been appointed and has satisfactorily completed the probationary period set forth in the Agreement, or an employee in a non-competitive position who has satisfactorily completed the probationary period hereunder.

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

ARTICLE II

AGENCY SHOP

Section A. The Commission agrees to deduct the fair share fees of 85% of the current dues from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union. Thirty (30) days after employment agency shop dues are to be deducted.

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 shall 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 the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Commission or the County of Camden Government.

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

Section F. The Union hereby indemnifies, agrees to defend, and saves harmless the Commission and any and all other agencies of the County of Camden Government against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Commission or any such agency in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Commission or any such agency, or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union, advising of such changed deduction.

ARTICLE III

SENIORITY

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

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

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

ARTICLE IV

WORK SCHEDULES

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

Section B. The regularly scheduled work week for full-time employees shall consist of thirty-five (35) hours per week which may include nights.

Section C. The employer shall have the right to make changes in any employee's work schedule with a thirty (30) day written notice to the affected employee and the Union. An employee may request a schedule adjustment. Such request shall not be unreasonably denied.

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

Section E. Time traveling between work locations during scheduled work hours shall be paid at the employee's current hourly rate. Employees who work a split shift at the request of their Supervisor will receive one (1) hour additional pay for travel time plus mileage to and from home. No additional pay (salary or mileage) will be given if the split work shift is at the employee's request.

Section F. Schedules for all employees shall be posted on the fifteenth of the preceding month. If the fifteenth occurs on a Sunday or holiday, schedules shall be posted on the first working day following the fifteenth of the month. Employees must submit requests for schedule changes no later than five working days before the required date for schedule posting. The requirements for submittal of vacation and personal leave requests shall remain as provided in Article X, Vacations and Article XX, Personal Leave.

ARTICLE V

OVERTIME

Section A. Effective May 16, 2014, "overtime" refers to any time worked beyond 40 hours per week and is granted only when an employee is ordered to work by a supervisor.

Section B. Employees on a part-time or seasonal basis are not eligible for overtime unless total hours for the week exceed forty (40).

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

- (1) Employees required by their supervisor to work overtime shall be paid at the rate of one and one-half (1 1/2) the employee's hourly rate of pay for all work performed in excess of forty (40) hours of duty in any one (1) week except those hours for which time and one-half or time and three quarters is compensated shall not be included in the base weekly hours.
- (2) Those employees whose regularly scheduled shift of duties requires them to work on a holiday as defined herein shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to being paid for the hours worked on the holiday, with the exception of Good Friday. (See Article XXI, Section E.)
- (3) Those employees required to work during an emergency closing only when the employee is ordered to work by a supervisor.

Section D. Employees working on Sunday shall be paid at time and three quarters rate as long as the employee works a minimum of four hours.

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

Section F. Effective May 16, 2014, any employee who is requested and returns to work during periods other than his or her regularly scheduled shift shall be paid a minimum of two (2) hours at their regular rate of pay, regardless of the number of hours actually worked.

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

ARTICLE VI

PART-TIME EMPLOYEES

Section A. All part-time permanent and provisional employees shall be entitled to sick leave with pay on a pro-rated basis.

Section B. All part-time permanent and provisional employees shall receive vacation credits on a pro-rated basis.

Section C. Permanent part-time employees will be entitled to personal business days, prorated, for emergencies not covered by other provisions, with approval from the Director or his/her designee.

Section D. Employees working four (4) hours per day will be scheduled for a 15-minute break. Anyone working less than four (4) hours will not be scheduled for a break. These breaks are paid time and are not accruable.

Section E. Upon the request of a part-time employee, the Library shall review the employee's records at the beginning of the calendar year for the prior calendar year. If the part-time employee has worked in excess of his/her programmed hours for more than 13 pay periods total during the prior calendar year, the employee may be entitled to an increase in his/her prorated vacation, sick and personal time. The Library shall average the part-time employee's actual hours over the prior calendar year, recalculate the employee's entitlement to prorated vacation, sick and personal time, and add any additional entitlement to the employee's accounts. Eligible part time employees shall receive their additional entitlement no later than February 28 for the prior year. Part time employees shall continue to earn prorated vacation, sick and personal time based on their programmed hours during each calendar year, subject to additional retroactive entitlement each year in accordance with the procedure set forth above. Periods in excess of two consecutive weeks of unpaid leave shall not be used in calculating the average. In addition, during such periods of unpaid leave, the employee shall not earn leave for the purposes of this section.

Section F. The regular schedule for part-time employees shall consist of specific programmed hours which may include nights.

Section G. Part-time employees bereavement days shall be prorated such that a day equals hours scheduled per pay period divided by ten.

Section H. Part-time employees' holiday pay shall be prorated. Prorated is defined as the number of hours the employee normally works per pay period divided by ten.

ARTICLE VII

RATES OF PAY

Section A. The pay rates for employees covered by this Agreement shall be increased as follows:

1. 2016: Employees who are hired prior to pay period 1 of 2016, will receive a 2% increase effective pay period 1 of 2016. Employees who are hired during or after pay period 1 of 2016 will not be entitled to a percentage (%) increase in 2016.
2. 2017: Employees who are hired prior to pay period 1 of 2017, will receive a 2% increase effective pay period 1 of 2017. If, after receiving the 2% increase, an employee's hourly rate is \$14.00 or less, the employee will receive an additional \$1.00 per hour added to their base pay. If, after receiving the 2% increase, an employee's hourly rate is \$14.01 to \$14.99, the employee will receive an adjustment to their base pay to bring their hourly rate up to \$15.00 per hour. Employees who are hired during or after pay period 1 of 2017 will not be entitled to a percentage (%) increase or dollar amount increase in 2017.
3. 2018: Employees who are hired prior to pay period 1 of 2018, will receive a 2% increase effective pay period 1 of 2018. If, after receiving the 2% increase, an employee's hourly rate is \$14.00 or less, the employee will receive an additional \$1.00 per hour added to their base pay. If, after receiving the 2% increase, an employee's hourly rate is \$14.01 to \$14.99, the employee will receive an adjustment to their base pay to bring their hourly rate up to \$15.00 per hour. Employees who are hired during or after pay period 1 of 2018 will not be entitled to a percentage (%) increase or dollar amount increase in 2018.
4. 2019: Employees, except those being reclassified from Page to Library Assistant, who are hired prior to pay period 1 of 2019, will receive a 2.25% increase effective pay period 1 of 2019. If, after receiving the 2.25% increase, an employee's hourly rate is less than \$15.00, the employee will receive an adjustment to their base pay to bring their hourly rate up to \$15.00 per hour. Employees who are hired during or after pay period 1 of 2019 will not be entitled to a percentage (%) increase or dollar amount increase in 2019.
5. 2020: Employees with an hourly rate of \$15.64 or more as of pay period 26 of 2019, who are hired prior to pay period 1 of 2020, will receive a 2.5% increase effective pay period 1 of 2020. Employees with an hourly rate of less than \$15.64 as of pay period 26 of 2019 will receive a 0% increase for 2020.

Only those employees who are hired prior to pay period 1 of the year for each of the above increases are entitled to receive the increase for that year. An increase includes the percentage (%) increase and the dollar amount increase. Employees who are hired during or after pay period 1 of the year of the increase are not entitled to receive the increase for that year. For example, if an employee begins service prior to pay period 1 of 2016, he/she is entitled to

receive the 2% increase for 2016. If, however, an employee begins service during or after pay period 1 of 2016, his/her first increase will be the 2% increase in 2017.

Effective pay period 1 of 2019, those employees in the title of Page will be reclassified to the title of Library Assistant. The starting rate for the title of Library Assistant will be \$15.00 per hour effective pay period 1 of 2019. All employees in the title of Page who are reclassified to Library Assistant will have their salary adjusted to that new starting rate effective pay period 1 of 2019. No additional increase will be given as a result of this reclassification.

When the employee is reclassified from Page to Library Assistant, if the above salary adjustment results in an increase of less than 5% over their 2018 rate, the employee will instead be given a 5% increase.

The following chart outlines the starting pay rates for all titles for the duration of this agreement:

Title	2015 Effective 5/16/14	Eff PP 1 2016	Eff PP 1 2017	Eff PP 1 2018	Eff PP 1 2019	Eff PP 1 2020
Account Clerk	11.7261	11.9606	12.1998	12.4438	15.0000	15.0000
Assistant Supervisor Building Services	17.3250	17.3250	17.3250	17.3250	17.3250	17.3250
Building Maintenance Worker	11.7261	11.9606	12.1998	12.4438	15.0000	15.0000
Building Maintenance Worker/Maintenance Repairer	11.7261	11.9606	12.1998	12.4438	15.0000	15.0000
Clerk 1	11.7261	11.9606	12.1998	12.4438	15.0000	15.0000
Clerk 2	14.9662	15.2655	15.5708	15.8822	16.2395	16.2395
Clerk 3	17.3250	17.3250	17.3250	17.3250	17.3250	17.3250
Clerk Driver	11.7261	11.9606	12.1998	12.4438	15.0000	15.0000
Computer Operator	12.9282	13.1868	13.4505	13.7195	15.0000	15.0000
Computer Service Technician	14.2536	14.5387	14.8294	15.1260	15.1260	15.1260
Library Assistant	11.7261	11.9606	12.1998	12.4438	15.0000	15.0000
Library Assistant Bilingual (Spanish/English)	12.0780	12.3196	12.5660	12.8173	15.4500	15.4500
Page	8.9247	9.1032	9.2853	9.4710	*	*
Principal Account Clerk	17.3250	17.3250	17.3250	17.3250	17.3250	17.3250
Principal Library Assistant	17.3250	17.3250	17.3250	17.3250	17.3250	17.3250
Receptionist/Telephone Operator	11.7261	11.9606	12.1998	12.4438	15.0000	15.0000
Senior Building Maintenance Worker	14.9662	15.2655	15.2655	15.2655	15.2655	15.2655
Senior Computer Service Technician	18.1912	18.1912	18.1912	18.1912	18.1912	18.1912
Senior Library Assistant	14.9662	15.2655	15.5708	15.8822	16.2395	16.2395
Senior Library Assistant Bilingual (Spanish/English)	15.4151	15.7234	16.0379	16.3587	16.7268	16.7268
Senior Maintenance Repairer	17.3250	17.3250	17.3250	17.3250	17.3250	17.3250
Senior Purchasing Assistant	14.9662	15.2655	15.2655	15.2655	15.2655	15.2655

Senior Receptionist/Telephone Operator	14.9662	15.2655	15.2655	15.2655	15.2655	15.2655
Technical Assistant Management Information Systems	18.1912	18.1912	18.1912	18.1912	18.1912	18.1912

*** Effective PP1 2019, the title is eliminated and will not be used or listed in future contracts.**

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

Section C. The salary authorized under these regulations shall be interpreted as exclusive of any bonus payments or longevity pay, authorized pursuant to statute.

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

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

If an employee was promoted to a higher title between January 1, 2016 and the date of the signing of this Agreement, their rate of pay will be calculated as follows:

- The employee will receive the starting rate for the higher title that is listed in this agreement for the year of the promotion. The employee will receive the starting rate retroactively to the date that the promotion occurred.
- Increases for subsequent years in the contract period will be calculated going forward based on that rate of pay.

Section F.

1. An employee who performs work in a higher classification than his/her own shall be paid at the higher rate after he/she has performed such work for three (3) consecutive calendar weeks. Payment will start with the fourth (4th) consecutive calendar week.
2. Once an employee has qualified under Section F1, any subsequent period of work in a higher classification will be paid from the first day, as long as:
 - a. He/she works in the same classification for at least three (3) consecutive calendar weeks, and
 - b. The subsequent period begins within twelve (12) calendar months of the original qualifying event.

3. This section does not apply when replacing employee(s) for vacation leave, personal leave as defined in Article XX, Personal Leave and compensatory time.

ARTICLE VIII

DIFFERENTIAL PAY

Section A. Effective May 16, 2014, employees assigned to the second shift, starting at 1 P.M. or after, and employees in the I.T. Department only, starting at 12 Noon or after, shall be compensated at an additional rate of 3% of the hourly rate for those days on which they are assigned to the second shift, provided such employees regular work day schedule is seven (7) or more hours. All employees hired on or after the signing of this Agreement shall not be entitled to the additional rate of 3%.

Section B. If a person is required to carry a cellular phone and responds during non-work hours, he/she will receive a payment of \$1,000.00 for each cumulative six (6) month period within a calendar year when the employee is required to carry the cellular phone. Such payment(s) shall be made to the employee(s) at the end of each calendar year, pro-rated for time periods less than, or in excess of, a cumulative six (6) month periods within the calendar. Pro-rated payments shall be calculated based on minimum time periods of at least a month.

ARTICLE IX

SICK LEAVE

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

Section B. The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in law, brother, sister, spouse, civil union partner, domestic partner, child, grandchild, grandmother, grandfather, foster child, legal ward, legal guardian, and other relatives residing in the employee's household.

Section C. All permanent and provisional full-time employees shall be entitled to sick leave with pay. Temporary employees, floaters and other employees, including but not limited to those on an hourly or seasonal basis are not eligible for sick leave.

Section D. Sick leave with pay shall accrue at the rate of one (1) working day for each month of service from the date of permanent appointment up to and including December 31st. Sick leave shall then accrue at and fifteen (15) days sick leave with pay for each calendar year thereafter.

Section E. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year, and the employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section F. If any employee is absent for five (5) consecutive working days for any of the reasons set forth in Article IX, Sick Leave - Section A, the Library Director or designee 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 Library Director or designee at any time an employee seeking sick leave may be required to submit medical evidence. If sick leave is not approved, the time involved during which the employee was absent may be charged to vacation credit if mutually agreed by the Library Director or designee and the employee.

Section H. An employee who does not expect to report to work on Monday through Friday for any reason listed in Article IX, Sick Leave - Section A, shall notify the office by telephone or personal messenger no less than 30 minutes prior to their assigned starting time. Staff whose shift begins at 12 pm or later shall make this notification no less than two (2) hours prior to their assigned starting time. Procedures on weekend days and open holidays are outlined in the Personnel Manual, as revised subsequent to the execution of this agreement. Failure to comply with the call in procedure may result in disciplinary action.

Section I. Effective January 1, 2016 sick leave shall not be available for sell back at retirement for any employee.

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

ARTICLE X

VACATIONS

Section A. All employees except temporary and seasonal hired on or before May 16, 2014, shall be entitled to vacation leave based on years of continuous service on their anniversary date of hire as follows:

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

- 1 Year of Service - 12 days per year
- 2 Years of Service - 13 days per year
- 3 Years of Service - 14 days per year
- 4 Years of Service - 15 days per year
- 5 Years of Service - 16 days per year
- 6 Years of Service - 17 days per year
- 7 Years of Service - 18 days per year
- 8 Years of Service - 19 days per year
- 9-up to 18 Years of Service - 20 days per year
- 18-up to 25 Years of Service - 22 days per year
- 25+ Years of Service - 25 days per year

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

All employees, except temporary and seasonal, hired after May 16, 2014, shall be entitled to vacation leave based on years of continuous service as follows:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>
Up to 1 year of employment	1 day for each month of employment
After 1 year and up to 10 years of employment	12 days per year
After 10 years and up to 20 years of employment	15 days per year
After 20 years of employment	20 days per year

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

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

Section D. In order to exercise seniority, vacation requests shall be submitted by the employee by March 31st. Failure to submit such request by March 31st will result in a

loss of seniority preference for the employee. The scheduling of all vacation is subject to the approval of the employee's supervisor and notification to the administration office. All vacation requests shall be submitted a minimum of three (3) business days in advance.

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

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

Section G. Any employee who terminates service with the Commission will be entitled to be paid for all unused vacation time accrued and earned at the current rate of pay. In the event of a death of an employee, the amount will be paid to the named beneficiary or to the estate.

ARTICLE XI

LEAVES OF ABSENCE

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

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

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

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

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

Section F. Officers, trustees and shop stewards of CWA Local 1014 shall be permitted one (1) day off with pay per year to attend the annual union seminar. The union will provide at least thirty (30) days advanced notice to the Library Director or designee of the date, time and individuals who will be attending said seminar. Plus, an additional three (3) hours with pay ten (10) times per year to attend shop steward meetings. The union will provide the employer a yearly schedule of these meetings. Attendance may be denied if it causes extra hours or less than minimum staffing.

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

Section H. Any employee seeking to attend union functions which are not directly related to issues involving the Library employees must provide notice at least two (2) weeks in

advance and receive approval from the Library Director or designee and the leave for such purpose is limited to a maximum aggregate of twenty-one (21) hours per year for the bargaining unit.

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

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

ARTICLE XII

MILITARY LEAVE

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

ARTICLE XIII

EDUCATIONAL REIMBURSEMENT

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

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

Section C. The maximum reimbursement per employee per year shall not exceed the undergraduate per credit hour tuition cost at the State University of Rutgers for six (6) credit hours. The maximum reimbursement for part-time employees shall be prorated based on the number of regularly scheduled hours per week.

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

ARTICLE XIV

BEREAVEMENT LEAVE

Section A. In the event of death of an employee's spouse, civil union partner, domestic partner, child, father or stepfather, mother or stepmother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandchild, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed five (5) working days and notwithstanding the occurrence of the funeral of said relative prior to the expiration of five (5) working days.

Section B. In the event of death of any employee's grandparent or relative residing in the employee's household, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days and notwithstanding the occurrence of the funeral of said relative prior to the expiration of three (3) working days. Effective May 16, 2014, in the event of death of an employee's step-sibling, the employee shall be granted time off without loss of pay from the date of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

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

ARTICLE XV

JURY DUTY LEAVE

Section A. Any employee called to jury duty as certified by the Clerk of the Court shall be granted time off without loss of pay, subject to the following conditions:

- (1) The employee must notify his/her supervisor immediately upon receipt of a summons for jury service;
- (2) The employee has not voluntarily sought jury service; and
- (3) The employee submits adequate proof of the time served on jury duty.

Section B. If on any given day an employee is attending jury duty, if the employees shift ends within two and one-half hours of being released by the Court then the employee is not required to return to work. Otherwise, the employee is required to return to work in order to receive pay for that day. An employee will be paid only for the time actually required to serve on jury duty.

ARTICLE XVI

COURT APPEARANCE

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

ARTICLE XVII

MEDICAL LEAVE

Section A. An employee who is temporarily either mentally or physically incapacitated to perform his or her duties or for any good reason as determined by the Library Director or designee may be granted special leave of absence, without pay. Such leave shall be granted at the Library Director's or designee's sole and exclusive discretion. Any employee seeking such special leave shall submit his or her request, in writing, stating the reason why, in his or her opinion, the request should be granted, the date when he or she desires the leave to begin and the probable date of his or her return to duty. Before returning to work, the employee must present a note from the attending physician stating that she/he he/she is fit to perform the job. Any temporary exception must be noted by the physician.

ARTICLE XVIII

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 XIX

FAMILY AND MEDICAL LEAVE

Section A. Employees shall be granted leave in accordance with the New Jersey Family Leave Act and the Federal Family and Medical Leave Act of 1993 or their successor legislation. The Family and Medical Leave policy will be distributed annually to each employee covered by this agreement during the month of January.

ARTICLE XX

PERSONAL LEAVE

Section A. Effective January 1, 2015, 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 important reasons shall include but not be limited to: property settlement, religious holidays, christening, marriage in the immediate family, or the accomplishment of personal business which can only be carried out on the day for which leave is sought. Documentation may be requested.

Section C. Effective January 1, 2015, personal days shall not normally be taken in conjunction with vacation or sick leave, or holidays.

Section D. Personal days must be taken in the year given. Personal days are not cumulative and may not be carried to succeeding or subsequent years.

Section E. Requests for personal leave must be submitted to the Library Director or his/her designee for approval, which approval shall not be unreasonably withheld, at least three (3) days in advance of the leave day(s) sought.

Section F. Recognizing that emergencies arise which do not allow for advance notification, an employee may request a personal business day by notifying his/her immediate supervisor of the nature of the emergency. Such emergency shall be limited to those that either endanger life or health, such as a failure in the heating system during winter months; make transportation to work impossible, such as dead battery; or a family event of an important nature, such as a birth. Repair of household appliance, installation of furnishings and the like do not constitute an emergency, and must be arranged on the employee's own time. In order to receive emergency personal leave, written documentation must be submitted to the supervisor the next scheduled day of the employee. Failure to supply the documentation will result in the time being recorded as "no pay".

Section G. Personal business days may be taken in half-hour units. If an employee has less than one half hour of leave remaining, the employee must take the entire leave at the same time.

ARTICLE XXI

HOLIDAYS

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

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

* The Christmas Eve ½ day holiday will be a full day holiday effective January 1 of the year following the execution of agreements with CWA 1014 Support Staff, CWA 1014 Supervisors and AFSCME 1454, if these agreements include the Christmas Eve holiday as a full day. Section B. below will be deleted effective January 1 of the year following the execution of agreements with CWA 1014 Support Staff, CWA 1014 Supervisors and AFSCME 1454, if these agreements include the Christmas Eve holiday as a full day.

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

Section C. 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 D. 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 E. Employees who voluntarily work on Good Friday will receive time and one half and be entitled to a floating holiday, to be used within six (6) weeks before or after Good Friday. Employees who are regularly scheduled on Sundays will be given first opportunity to be scheduled to work on Good Friday. The Library will post notice of a voluntary work list six weeks prior to Good Friday. Subsequently, employees wishing to work on Good Friday will be scheduled on the basis of seniority within their department/branch. Scheduling for Good Friday hours will not exceed the required number of employees to provide adequate service to the public as determined by management. Good Friday hours will be scheduled based on need at each department/branch. Employees must notify the supervisor of their intended floating holiday date no later than two (2) weeks prior to the date.

Section F.

(1) Holiday pay is pro-rated for all employees. Pro-rated is defined as the number of hours the employee normally works per pay period divided by 10.

For example, a prorated day for an employee who works seventy (70) hours per pay period is seven (7). A prorated day for an employee who works 38 hours per pay period is 3.8 hours.

(2) When a holiday falls on a day the employee does not normally work the employee will be paid the prorated amount. The employee may choose to take the holiday pay in cash or compensatory time. The employee must note on their time sheet if holiday pay is to be paid in cash or compensatory time. If no notation is made, the holiday will be paid in cash.

(3) When a holiday falls on a day an employee normally works, the employee will be paid the pro-rated amount of holiday pay. If the amount of holiday pay does not equal the amount of hours the employee normally works on that day, the employee may elect to do one of the following:

- a. Make up the additional hours on another day within the week.
- b. Take vacation, personal or compensatory time to make up the additional hours.
- c. Choose not to make up the hours.

Section G. Employees who are regularly scheduled to work on a Tuesday during the hours on which the Library is open on Election Day, will be given first opportunity to be scheduled to work on Election Day. The Library will post a notice of a voluntary work list six (6) weeks prior to Election Day. Subsequently, employees wishing to work on Election Day will be scheduled on the basis of seniority within title, within the department or branch. Employees will be given first priority to work Election Day, if they signed up for but were not selected to work Good Friday during the same calendar year. The Director or designee will determine the number of employees and titles needed to provide adequate service to the public.

ARTICLE XXII

RELIGIOUS HOLIDAYS

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

Section B. In the event that personal days, vacation days and compensatory time have been exhausted, absence for religious observance will be charged to the employee as leave without pay.

ARTICLE XXIII

EMERGENCY CLOSINGS

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

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

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

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

Section E. If an employee is unable to report for work, the employee must call in to report the absence to the supervisor as soon as possible on the work day.

Section F. If an emergency closing falls on an employee's prearranged vacation day, sick day or -personal leave business day, the time will still be charged to the arranged leave.

ARTICLE XXIV

GRIEVANCE PROCEDURES

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

Step 1: The grievant or the Union may institute action 14 calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally.

If there is no oral agreement reached with the immediate supervisor, the grievance shall be submitted in writing to the Department Head/Branch Manager within the same 14 calendar days after the event giving rise to the grievance occurred. Failure to act within said 14-calendar day shall be deemed to constitute an abandonment of the right to file a grievance.

The Department Head/Branch Manager shall respond in writing within seven (7) calendar days after receipt of the grievance.

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

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

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

Step 4: If dissatisfied with the decision of the Hearing 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 Library 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 thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XXV

FRINGE BENEFITS

Section A. Temporary Disability: When an employee is injured on duty, he or she shall receive Worker's Compensation due him or her. In the event of continued temporary disability, the employee shall continue to receive Worker's Compensation. If the employee is entitled to use and authorizes the Commission to charge time to accumulated sick, personal or compensatory time, the employee may receive the difference between the amount received as Worker's 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 Worker's Compensation benefits for such period as the employee has earned time to make up the difference between the Worker's Compensation and his/her salary.

Section B. Breaks/Lunch: Full-time employees scheduled for a 7-hour day will be scheduled for one 15-minute break for each 3.5 hours worked. These breaks are paid time and are not accruable. Employees working seven (7) hours will be scheduled for an additional hour unpaid lunch break. Those working six (6) hours will be scheduled for an additional half-hour unpaid lunch break.

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

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

Section E.

1. The Commission will reimburse employees who are required and receive authorization from the Library Director or designee to use a private vehicle for the discharge of official library business.
2. Effective May 16, 2014, reimbursement will be at the IRS rate.
3. Vouchers for reimbursement should be submitted by the end of each calendar month to the Business Office.
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. Starting in 2009, the Commission shall pay \$350 per year to the CWA 1014 Health and Welfare Fund for each employee working twenty (20) or more hours per week, covered by this Agreement. Effective January 1, 2015, the Commission shall pay \$375 per year. Effective January 1, 2018, the Commission shall pay \$400 per year.

ARTICLE XXVI

WORK RULES

Section A. The Commission may establish reasonable and necessary rules of work and conduct for its employees. Such rules shall be equitably applied to all employees covered by this Agreement. No new rules or modifications of existing rules shall be established without prior notice to and negotiation with CWA Local 1014 pursuant to NJSA 34:13A-5.3. Such rules shall be equitably applied and enforced and posted on employees' bulletin boards no later than ten (10) days prior to their effective date. The location of such employees' bulletin boards are to be established by mutual agreement of the parties hereto.

ARTICLE XXVII

SAFETY AND HEALTH

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

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

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

ARTICLE XXVIII

EMPLOYEE/RETIREE HEALTH BENEFITS

Section A. Health Benefits

1. Subject to the employee premium sharing schedule detailed below, the Employer shall provide the health and prescription benefits through all of the plans offered by the New Jersey State Health Benefit Program (NJSHBP) or substantially similar plans and benefits for employees working 25 hours or more per week for medical and prescription drug benefits. The Union and County agree to be bound by the requirements and terms of the NJSHBP.

Section B. Premium Contribution

1. Pursuant to P.L. 2011, c. 78, effective June 28, 2011, the amount of contribution to be paid by an active employee for medical and prescription drug benefits for the employee and any eligible dependent shall be in accordance with the contribution schedule set forth in P.L. 2011, c.78.

2. Base salary shall be used to determine what an employee earns for the purposes of this provision.

3. As used in this section, “cost of coverage” means the premium or periodic charges for health care and prescription benefits, provided pursuant to N.J.S.A. 40A:10-16 et seq., or any other law, charged by the Library Commission.

4. Employees hired and employed on June 28, 2011 or thereafter shall pay the “Year Four” contribution set forth in P.L. 2011, c. 78, upon employment.

5. Employee contributions shall be made by way of pre-tax withholding of the contribution from the employee’s pay, salary, or other compensation. Employees who waive coverage shall not be subject to contribution withholdings. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer’s customary payroll practices unless otherwise required by law.

6. The required premium contribution paid by any employee under this Article shall not under any circumstance be less than 1.5 per cent of base salary. An employee who pays the contribution required in P.L. 2011, c. 78, shall not also be required to pay the contribution of 1.5 per cent of base salary.

7. Upon completion of the four (4) year schedule of payments pursuant to the provisions of P.L. 2011, c. 78, the statutory rates of contributions towards the cost of health insurance shall remain in effect subject to collective negotiations between the parties.

Section C. Co-Payments

1. Effective September 1, 2012, prescription co-payments shall be consistent with the rates set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.
2. Effective September 1, 2012, employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.

Section D. Dependent Coverage

1. Coverage for eligible dependents shall be included in all health and prescription plans for eligible employees.
2. Effective January 1, 2011, the Employer shall make dependent coverage in the County's Medical and Prescription Drug Plans as set forth in this Article available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.
3. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any County Medical or Prescription Drug Plan may elect to enroll their dependent to age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.
4. "Civil union partners" and "domestic partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

Section E. Retiree Benefits

Subject to the requirements of this Article, the employer shall provide to retirees and their eligible dependents, medical and prescription benefits as set forth in the "Health Benefits" section of this Article.

1. Former negotiations unit employees who retired between January 1, 2009 and May 16, 2014 shall be subject to the premium cost sharing provisions and co-payments as applicable to retirees under the parties' 2004-2008 collective negotiations agreement, subject to the requirements of the New Jersey State Health Benefits Plan or a substantially similar plan.
2. Any employee with twenty (20) or more years of creditable service in one or more State administered retirement system as of June 28, 2011 and who subsequently retires after May 16, 2014 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 administered retirement system shall contribute 1.5% of the retiree’s monthly retirement allowance, including any future cost of living adjustments.

3. Any employee with less than twenty (20) years of service of creditable service in one or more State administered retirement system as of June 28, 2011 and who subsequently retires after May 16, 2014 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 administered retirement system shall contribute the amount determined in accordance with P.L. 2011, Chapter 78, including any future cost-of-living adjustments.

4. Current employees retiring at age 62 or older, and who have at least fifteen (15) years of service with Camden County and/or affiliated organizations, or twenty-five (25) or more years of service credit with Camden County and/or affiliated organizations, or current employees retiring on an ordinary disability pension after May 16, 2014, shall receive health and prescription benefits subject to the following percentage of premium contributions:

Years with the Employer	Percentage of Premium
10 years through 14 years (for Ordinary Disability Retirement only)	30%
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	Amount determined in accordance with P.L. 2011, Chapter 78, if retiring after May 16, 2014

However, employees who had at least 20 years of service as of June 28, 2011 and retire after May 16, 2014 with 25 or more years of service are grandfathered at 1.5% of their monthly pension allowance.

5. Prior years of employment with the Camden County Library System and/or affiliated organizations, as indicated below, shall count as “Years with the Employer” for the purpose of determining the appropriate premium contribution as set forth above.

- Camden County Row Office
- Camden County Mosquito Commission
- Camden County Superintendent of Schools
- Camden County Prosecutor’s Office
- Camden County
- Camden County Municipal Utilities Authority
- Camden County Improvement Authority
- Camden County Pollution Control Authority
- Camden County Board of Elections

- Camden County Superintendent of Elections
- Camden County Health Services Center
- Camden County College

6. Employees who retire after May 16, 2014 shall pay the medical and prescription co-payments/deductibles as offered by the NJSHBP or substantially similar plans until they enroll in a Medicare plan, at which time these payments shall be determined by the Medicare plan selected.

7. Retirees 65 or older who are eligible for Medicare shall pay the percentage of premium contribution in accordance with the above and the amount of the health and prescription drug co-payments applicable to Medicare eligible retirees in the plan in which they are enrolled.

8. Retirees are required to submit annual verification to the County of the amount of their monthly retirement allowance in a form and from a source acceptable to the County at the time of the County's open enrollment period for healthcare benefits. Failure to do so in any given year may subject the employee to a contribution payment of twenty-five (25%) percent of the cost of coverage for the plans available to and selected by the employee for that year after notice and a reasonable opportunity to correct the problem.

9. The amount payable by a retiree who is required to make a contribution under this subsection shall not under any circumstance be less than the 1.5 percent of the monthly retirement allowance, including any future cost of living adjustments thereto, that is provided for such a retiree, if applicable to that retiree, under subsection b. of N.J.S.A. 40A:10-23. A retiree who pays the contribution required under this subsection shall not also be required to pay the contribution of 1.5 percent of the monthly retirement allowance under subsection b. of N.J.S.A. 40A:10-23.

10. All retirees and eligible dependents of retirees, age sixty-five (65), or in receipt of Social Security Disability benefits for at least 24 months who are receiving benefits through Camden County are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare.

Section F. Waiver of Coverage

1. Eligible employees covered by this agreement may choose, in writing, to waive insurance coverage. Participation is voluntary and is intended for those eligible employees who are covered by health insurance through another source. 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 or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for opt out. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefit Plan where applicable.

2. If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from Camden County or any New Jersey State Health Benefits Program Plan, the other may waive coverage,

but will not be eligible for an opt-out waiver incentive payment (as described in Section 4). Additionally, in the event that the Camden County Library is no longer in the New Jersey State Health Benefits Plan, then the limitations set forth herein shall apply to married, or domestic partners/civil union partners from the following related agencies:

- Camden County Row Office
- Camden County Mosquito Commission
- Camden County Superintendent of Schools
- Camden County Prosecutor's Office
- Camden County
- Camden County Municipal Utilities Authority
- Camden County Improvement Authority
- Camden County Pollution Control Authority
- Camden County Board of Elections
- Camden County Superintendent of Elections
- Camden County Health Services Center
- Camden County College
- New Jersey State Health Benefits Program

3. If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's/partner's New Jersey State Health Benefits Plan or County plan, as set forth in Section 2, but not both. Dependent children must be covered under one plan only.

4. If an employee chooses to participate and waives coverage, the employee shall receive a monetary incentive as outlined below. Opt-out waiver incentive payments shall not be available to employees who's alternative, credible coverage is through another County Agency or the New Jersey State Health Benefits Plan.

An employee shall receive an incentive which shall not exceed twenty-five (25%) per cent of the amount saved by the Library Commission because of the waiver or \$5,000 annually, whichever is less, in accordance with State law.

5. Eligible employees who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable

6. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

7. The waiver of coverage shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all eligible current and

prospective retirees under the same terms and conditions applicable to active employees. Subject to the limitations set forth in Section 4.

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

9. Annual re-enrollment is required for retirees.

10. Employees on non-paid leaves do not receive Opt Out payments.

Section G. Miscellaneous

1. The County will provide each employee with short-term disability coverage provided by the State of New Jersey.

2. Effective May 16, 2014, employees shall be responsible for extra costs incurred by the County if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect his or her health and prescription benefits and the employee does not report it to the County Insurance Division within 60 days of the event.

3. The County shall continue to maintain a Section 125 Plan as required by Section 45 of P.L. 2011, chapter 78 and including dependent care coverage which will permit the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24 pay periods of each calendar year in accordance with the Employer's customary payroll practices unless otherwise required by law.

ARTICLE XXIX

EQUAL TREATMENT

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

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

ARTICLE XXX

JOB POSTING

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

ARTICLE XXXI

STRIKES AND LOCKOUTS

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

Section B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Commission and that the Union will 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 XXXII

MANAGEMENT RIGHTS

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

- (1) To engage in the executive management and administrative control of the Library and its properties, facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Commission.
- (2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- (3) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Library after advance notice thereof to the employees to require compliance by the employees.
- (4) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- (5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- (6) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- (7) The Commission reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Library.

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

Section C. Nothing contained herein shall be construed to deny or restrict the Commission in the exercise of any of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

ARTICLE XXXIII

GENERAL PROVISIONS

Section A. Volunteers will be supervised by Supervising or Principal Library Assistants according to their contract and depending on the task assigned to the volunteer.

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

Section B. The Commission shall be responsible for posting this collective bargaining agreement on the Library's internal Wiki within sixty (60) days of its execution of the parties.

ARTICLE XXXIV

CONFERENCES

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

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

Section C. Employees may be granted time off without loss of pay to attend some part of a state or regional library-related conference at the sole discretion of the Library Director or designee. 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 Library Director or designee.

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 XXXV

LABOR-MANAGEMENT COMMITTEE

Section A. The Commission and CWA Local 1014 agree to establish a “Labor Management Committee.”

Section B. CWA Local 1014 shall be entitled to assign no more than two (2) CWA Local 1014 members to the Committee.

Section C. The Committee shall meet at mutually agreed upon times, but not less than quarterly.

Section D. At least three (3) work days prior to a scheduled meeting, CWA Local 1014 members of the committee shall submit an agenda to the members of the committee designated by the Commission outlining the issues to be discussed.

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

ARTICLE XXXVI

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 XXXVII

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 XXXVIII

DURATION/TERMINATION

Section A. This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2020, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other in writing within the time periods set forth herein. To commence negotiations for a successor agreement, either party shall notify the other in writing, no sooner than one hundred and twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Camden County Library, Camden County, New Jersey on this ____ day of _____, 2017.

COMMUNICATIONS WORKERS
OF AMERICA LOCAL 1014



Karl Walko, President

CAMDEN COUNTY LIBRARY
COMMISSION



Robert Weil, President











