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Title: **Burlington County Board of Chosen Freeholders and Communication Workers of America (CWA), AFL-CIO, Local 1034 (2003)**

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820257

2003 -- 2006

1100  
workers

**AGREEMENT**

X = 12/06

BETWEEN

Board of Chosen Freeholders of the  
County of Burlington,



Burlington County Library Commission

and

Communications Workers of America, AFL-CIO



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**ARTICLE I RECOGNITION:**

The Employer recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent for all full-time employees of the County of Burlington for the purposes of negotiating the terms and conditions of their employment. Managerial Executives and Confidential Employees, within the meaning of N.J.S.A. 34:13A-3 et seq. are excluded from this Agreement.

Titles represented by the Union shall include those listed on Exhibit A.

**ARTICLE II GENERAL RULES OF COMPENSATION:**

A. There shall be established minimum and maximum salaries for each title which shall be set forth in this Agreement as an addendum. This Agreement shall apply to only full-time employees who are employed as of the signing of this Agreement, or thereafter.

B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses, and other financial benefits.

C. Copies of all resolutions creating and/or abolishing job positions or titles, which are covered under the terms of this Agreement, shall be sent to the Union following adoption by the Employer.

D. Promotion / Demotion

1. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her base salary shall be increased by \$1500. However, no employee shall be placed on the higher range at a salary less than the minimum or greater than the maximum for that range.

2. Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his or her base salary shall be reduced by \$1500. However, no employee shall be placed on the lower range at a salary greater than the established maximum for that range.

E. An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than five (5) consecutive days or after ten (10) days in a calendar year shall be entitled to the adjustment in pay provided for in paragraph D of this Article. In no event shall the procedure of upgrading an employee's classification be

used in lieu of promoting a duly qualified employee when available. In the event an employee shall work more than five (5) consecutive days, payment shall be retroactive to the first day worked in the higher paid title. In the event of more than ten (10) non-consecutive days, higher title pay shall begin on the eleventh (11th) day.

### ARTICLE III SALARIES:

For employees who are hired prior to the signing of this Agreement to be covered by this Agreement an employee shall have maintained continuous full-time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

A. 1. Effective and retroactive to January 1, 2003, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2002, and whose salary is less than \$31,250 shall receive an increase of \$1,250, added to the employee's base pay. Additionally, employees whose 2002 base salary is equal to or greater than \$31,250 shall receive a 4% salary increase added to their base pay. In the event an employee's base salary exceeds the maximum after the salary increase is added to his/her base pay, the amount over the maximum shall be paid in a lump sum.

2. Effective January 1, 2004, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2003, and whose salary is less than \$33,750 shall receive an increase of \$1,350, added to the employee's base pay. Additionally, employees whose 2003 base salary is equal to or greater than \$33,750 shall receive a 4% salary increase added to their base pay. In the event an employee's base salary exceeds the maximum after the salary increase is added to his/her base pay, the amount over the maximum shall be paid in a lump sum.

3. Effective January 1, 2005, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2004, and whose salary is less than \$35,000 shall receive an increase of \$1,400, added to the employee's base pay. Additionally, employees whose 2004 base salary is equal to or greater than \$35,000 shall receive a 4% salary increase added to their base pay. In the event an employee's base salary exceeds the maximum after the salary increase is added to his/her base pay, the amount over the maximum shall be paid in a lump sum.

4. Effective January 1, 2006, employees who have been on the payroll and have maintained continuous full time employment since on or before September 30, 2005, and whose salary is less than \$35,000 shall receive an increase of \$1,400, added to the employee's base pay. Additionally, employees whose 2005 base salary is equal to or greater than \$35,000 shall receive a 4% salary increase added to their base pay. In the event an employee's base salary exceeds the maximum after the salary increase is added to his/her base pay, the amount over the maximum shall be paid in a lump sum.

#### B. Adjustment of maximum salary ranges

Effective January 1, 2003 and every year thereafter, maximum salary ranges shall be increased by 4% as set forth in the attached addendum entitled "2003-2006 Salary Range Addendum."

#### C. Adjustment of minimum salary ranges

Effective January 1, 2003, minimum salary ranges shall be as set forth in the attached addendum entitled "2003-2006 Salary Range Addendum."

### ARTICLE IV ADDITIONAL COMPENSATION:

#### A. Differential

1. Shift differential compensation shall be paid only to titles at Buttonwood Hospital which are receiving shift differential as of December 31, 1998 who are scheduled to work forty (40) hours per week and are required to work a complete eight (8) hour shift. Differential shall be paid for each hour worked between 3:00 PM and 7:00 AM. Employees who work 3:00 PM beyond their normal shift shall receive shift differential in compliance with this article. The shift differential rate shall be as follows:

a) For all Registered Nurses and Licensed Practical Nurses the amount of shift differential for the duration of this Agreement shall be \$1.20 per hour.

b) For all Certified Nurses Aides the amount of shift differential for the duration of this Agreement shall be \$1.10 per hour.

2. For all other Buttonwood Hospital employees shift differential shall be \$.80 per hour.

Payment for shift differential shall be included in the regular bi-weekly paycheck.

3. Employees of the Buildings and Grounds Department who are routinely assigned to the correctional facilities or Juvenile Detention Center will receive an additional \$.50 per hour during the life of this contract, for actual time worked, subject to the conditions below. In order to be eligible for the hourly stipend, employees must be assigned to the correctional facilities or Juvenile Detention Center for a minimum of 200 hours within a calendar year. The adjustment shall be retroactive to and paid for actual time worked.

The additional compensation shall not apply to compensation for sick leave, vacation, holidays or any time other than time actually worked in such facilities. The additional compensation shall only apply to employees who work in those areas of the correctional facilities or Juvenile Detention Center where there is contact with inmates or detainees. The assignment of employees to duties in the correctional facilities or Juvenile Detention Center is within management's sole discretion. Such assignment decisions shall not be subject to the grievance procedure.

#### B. Uniforms

1. Effective upon the signing of this contract, except as listed below, in each year of this contract eligible employees covered by this Agreement who are required by the County to wear special clothing and/or uniforms shall receive an annual clothing maintenance allowance up to two hundred dollars (\$200) up to and including calendar year 2006. Eligible employees shall be defined as those titles presently receiving the allowance. The method for providing this shall continue, as per past practice.

2. For employees assigned to the Psychiatric Unit of Buttonwood Hospital reimbursement shall be made for articles damaged or destroyed by patient contact. For employees assigned to the Environmental Section of the Health Department reimbursement shall be made for articles damaged or destroyed as a result of the performance of their unique job responsibilities. Such reimbursement not to exceed one hundred dollars (\$100) per calendar year. For employees of the Buildings and Grounds department only who are assigned to work in the correctional facilities or Juvenile Detention Center reimbursement shall be made for articles damaged or destroyed by inmate or detainee

contact. Such reimbursement shall not exceed \$100 per altercation. Employees shall submit verification of damaged property within a reasonable period of time to the Department Head for approval within the procedures as set forth by the County.

#### 3. Public Safety Services

Effective January 1, 2003, the County will provide each employee a \$200 non-accountable uniform and maintenance allowance for the duration of this agreement. Such payment shall be made on the first payday in July of each calendar year. To be eligible for such allowance, an employee must have been hired on or before January 1 in the year in which the allowance is being provided. Employees hired on or after January 1 shall receive a pro-rated allowance. Employees who leave the employ of the County during the calendar year in which the allowance was paid shall reimburse the County on a pro-rata basis. All employees who are required to wear uniforms may be subject to disciplinary action for non-compliance.

#### 4. Buttonwood Hospital

Effective January 1, 2003, and every year thereafter, employees in the title of Food Service Workers, Sr. Food Service Workers and Asst. Supervisor of Food Service shall receive a \$50 stipend to purchase non-skid footwear. Effective January 1, 2003, and every year thereafter, employees in the title of Head Cook, Cook, Head Housekeeper, and Residential Service Worker shall receive a \$75 stipend to purchase non-steel toed boots.

Effective January 1, 2003 and every year thereafter, employees in the title of Supervising Maintenance Repairer and Maintenance Repairer/Boiler Operator shall receive a \$100 steel toed boot allowance.

#### 5. Juvenile Detention Facility

Each Juvenile Detention Officer shall receive an initial uniform issue as listed below:

- 4 pairs of trousers, blue (unisex)
- 4 short sleeve shirts, french blue (unisex)
- 4 long sleeve shirts, french blue (unisex), 1 belt
  - 1 set collar pins Rhodium/Officer
  - Gold/Senior, Supervisor
- 1 pair leather black, low-quarter shoes
- 2 name tags
- 1 sweater
- 1 badge
- Patches for all shirts and sweater

All uniforms and equipment, other than footwear, that have been issued shall be turned in when the officer leaves the employ of the County. All officers shall be required to make restitution to the County for any property or equipment that is damaged or not returned.

Effective 2003, and every year thereafter, eligible employees will receive a \$375 accountable uniform payment. To be eligible for the accountable uniform payment, an employee must be hired on or before January 1 in the year the payment is made. Employees hired after January 1 will have their allowance pro-rated. To receive the uniform payment, an eligible employee must submit a receipt for cleaning, maintenance or replacement of the uniform issue listed above. Upon receipt of the above-described receipts, the County will reimburse the employee up to the maximum annual amount.

Additionally, on the anniversary of the fifth year after an employee receives his/her initial uniform issue, and every five years thereafter, an employee may be reimbursed for up to an additional \$50, provided the employee provides the county with receipts for the purchase of replacement items for those items initially issued. This additional payment shall only be made in the fifth, tenth, fifteenth, (etc.) years.

Employees may submit their receipts on or before July 1, and December 1 of each calendar year for the preceding period. Payment will be made as soon as possible, but no later than 45 days following the above-described cutoff date. Once an employee has received payment equaling the total annual amount, he or she will not be eligible for any addition payment in that calendar year.

The County shall reimburse Juvenile Detention Officers for uniforms and personal articles damaged or destroyed by detainees. Such reimbursement upon submission of receipts shall not exceed \$100 per year.

#### 6. Health Department

Effective January 1, 2003, and in each remaining year of the agreement, employees in the title of Housing Inspector, Asst. Chief Housing Inspector, Senior Housing Inspector shall receive a \$200 annual clothing maintenance allowance. The type of clothing shall be at the sole discretion of the County.

#### 7. Weights and Measures

Effective January 1, 2003, and in each remaining year of this agreement, employees in the title of Asst. County Superintendent of Weights and Measures shall receive a \$200 annual clothing maintenance allowance. The type of clothing shall be at the sole discretion of the County.

#### 8. Highway Department

To those titled employees presently receiving boots, the County shall provide a \$100 boot allowance as soon as practicable after the signing of this agreement and prior to April 1 of each year of the successor years of this agreement. The type of boot shall be at the sole discretion of the County. If an individual presents a doctor's note indicating that he is not medically able to wear said boot, the County at its sole discretion may substitute footwear.

Employees in the title of Supervising Mechanic, Assistant Supervising Mechanic, Mechanic and Mechanic's Helper shall receive a bi-annual tool allowance of \$150 for calendar years 2004 and 2006. Vouchers must be submitted for a minimum of \$50.

#### C. Certification

Any full-time employee who is required to be certified or licensed in their present position shall be granted time off in order to take the necessary test if such test is scheduled during the normal workday. In the event that an employee is required to take any training to maintain or acquire a license or certification, the County will reimburse the employee for the full cost. Additionally, any fee required to maintain the required license or certification will be reimbursed. In the event an employee has had a certification fee reimbursed by the County, the employee will be obligated to remain in County employment for one year thereafter or reimburse the County for the full amount.

The County shall additionally provide a physical biannually beginning 2004 to those employees who possess a commercial driver's license and who are required to be certified as physically fit for their present position.

#### D. Tuition Reimbursement

Full-time employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a

written request to and recommendation by the Department Head to the Board.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per semester.

#### ARTICLE V WORK SCHEDULE:

"Working day" is defined as Monday through Friday, excluding holidays.

A. All clerical employees shall work thirty-five (35) hours per week. All other employees shall work forty (40) hours per week. Clerical titles are listed with an asterisk (\*) in Exhibit A.

B. Notwithstanding the work schedules listed below, provisions may be made for flexible schedules for employees in various Departments of the County, subject to the approval of the Department Head and affected employees.

C. Offices and facilities shall be open to the public as determined by the County. Employees may be scheduled as follows:

1. Clerical Employees: 8:00 AM to 3:30 PM with a ½ hour lunch; 8:00 AM to 4:00 PM, 8:30 AM to 4:30 PM or 9:00 AM to 5:00 PM with a one hour lunch, in accordance with Departmental policy.

2. Non-shift Forty (40) Hour Employees: 8:00 AM to 5:00 PM with one (1) hour lunch or 8:00 AM to 4:30 PM with a one half (½) hour lunch in accordance with Departmental policy.

3. a. Buttonwood Hospital: 5:00 AM to 3:30 PM; 7:00 AM to 3:30 PM; 3:00 PM to 11:30 PM; 11:00 PM to 7:30 AM.

b. Public Safety Services: 7:00 AM to 7:00 PM; 3:00 PM to 3:00 AM, 11:00 AM to 11:00 PM or 7:00 PM to 7:00 AM on a permanent schedule one half (½) hour for meal break in accordance with Departmental policy. There will be supplemental

eight (8) hour shifts initiated to cover 12:00 AM TO 8:00 AM; 8:00 AM to 4:00 PM; 11:00 AM TO 7:00 PM; 4:00 PM to 12:00 midnight and 7:00 PM to 3:00 AM. These additional shifts will be manned on a seniority basis, one half (½) hour for meal break shall be taken in accordance with Departmental policy.

c. JDC, non-custody: 7:30 AM to 3:30 PM; 10:00 AM to 6:00 PM; 12:00 PM to 8:00 PM; and 2:00 PM to 10:00 PM.

d. JDC and Post House: 8:00 AM to 4:00 PM; 4:00 PM to 12:00 midnight; 12:00 midnight to 8:00 AM.

4. Buildings and Grounds Employees: (one half (½) hour lunch).

a. HVAC: 8:00 AM to 4:30 PM.

b. Maintenance Repairers and Day Crews-8:00 AM to 4:30 PM.

c. Janitorial Night Crew: 4:00 PM to 12:00 midnight.

5. Library Employees:

a. Hours of Work

i. Professionally certified librarians - forty (40) hours per week as follows:

Thirty five (35) hours per week to be scheduled for work on the Commission's premises. The additional five (5) hours per week shall be devoted to, but not limited to, duties such as professional reading, selection of materials, program planning, professional conferences and continuing education, which duties need not be furnished while present on the Commission's premises.

ii. All other full-time employees thirty-five (35) hours per week.

b. The Burlington County Library Commission's headquarters shall be open to the public as follows:

i. September through June: Monday 9:00 AM to 9:00 PM; Tuesday through Friday 10:00 AM to 9:00 PM; and Saturday 9:00 AM to 5:00 PM; Sunday 1:00 PM to 5:00 PM.

ii. July and August: Monday 9:00 AM to 9:00 PM; Tuesday through Thursday 10:00 AM to 9:00 PM; Friday 10:00 AM to 5:00 PM; Saturday 9:00 AM to 5:00 PM;

c. The hours of branch libraries shall be as determined from time to time by the Commission. It is the intent of the Commission for Cinnaminson, Evesham and Pemberton to work a Sunday schedule of 1:00 PM to 5:00 PM. Additionally, all branches shall have the same hours as headquarters, except for the Friday night schedule. The branches shall commence to be open on Sunday effective September 1, 2003. The continuation of such schedule for branch libraries shall be at the sole discretion of the Commission.

d. Employees who work the scheduled Sunday hours shall be credited at the rate of one and one-half hours for each hour worked. Employees may elect cash or compensatory time. Employees hired prior to January 1, 1982 shall not be required to work Sundays. Where there is a need for some employees to work Sundays, employees within a given classification will be given preference of schedule in accordance with their seniority. The Library shall set the Sunday schedule a minimum of thirty (30) days in advance.

e. The Library will continue its practice of offering flextime to include a compressed workweek to employees. Such schedule shall be based upon the request of the employee and staffing requirements/needs of the Library.

f. The Library is willing to consider a compressed workweek. Such compressed workweek shall be offered to employees based upon the needs of the Library. Employees may request their preference for days off and schedule. Should a conflict arise seniority shall be the determining factor as to preference for days off. Scheduling shall be based upon seniority within a section. The implementation of a compressed workweek schedule shall be at the sole discretion of the Library Director or designee. Section supervisors shall determine the amount of public service/desk time. Once an employee makes a selection to work a compressed workweek, said employee must work the compressed workweek schedule for ninety (90) calendar days. Employees electing to return to their former schedule shall give no less than one (1) month notice of their request. Such schedule change shall be at the discretion of the library Director or designee.

6. Notwithstanding the schedules as listed above in this paragraph, nothing set forth herein is intended to alter or change departmental/agency schedules which exist at the execution of this agreement.

D. For the efficiency of service or the good of the public, the County may change the work schedules of employees. Prior to the changing of any work schedule the Department Head

must first solicit volunteers. Should the needs of the County/Department not be met after the solicitation of volunteers, the County with notice of not less than (10) working days, shall assign such employees based on inverse seniority. The conditions as set forth above shall be subject to the grievance procedures. Weekly work hours shall not be increased or decreased without the prior consent of the employee representative, except in cases of emergency.

E. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned shall have their schedules arranged on a rotational basis which will insure that they have an equal number of weekends off, distributed evenly throughout the year, except as provided in E.1, below.

1. Juvenile Detention Facility-Custody Staff

a. No employee will ever be scheduled for less than one weekend off per month.

b. Beginning on July 1, 1999, any employee who, as of December 31 of the preceding year, has at least three years continuous full and/or part-time service with the county, will be scheduled for two weekends off each month. Employees with less than three years service as of the December 31 of the preceding year will continue the one weekend off per month schedule.

c. Except as provided in E.1.d, below, on January 1, of each succeeding year, any employee who as of December 31 of the preceding year has at least three years continuous full and/or part-time service with the County, will be scheduled for two weekends off each month.

d. Notwithstanding the provisions of E.1.c, above, the continuation of the two weekends off per month schedule beyond January 1, 2003, is contingent upon the following:

i. On or about December 31 of each year, the County will review the number of times custody staff have called out sick for the preceding year. In the event the number of call-outs exceeds 220 incidents per year, the two weekends off per month schedule will be discontinued, following at least 45 calendar days notice to the Union and the affected employees, and in no event sooner than March 1 of the following year.

ii. In determining how many sick call outs have occurred, the County will not count as a call out any of the following: any workers' compensation leave, any leave that is contiguous to a State approved temporary disability leave, any

bereavement leave or any sick leave time that is taken in conjunction with a sick leave that is at least seven days in duration. Additionally, up to 25 days per year will not be counted as a call out if an employee provides the County with acceptable medical documentation that the employee was required to be hospitalized or confined to home.

e. In the event the two weekends off per month schedule is discontinued as a result of employees exceeding the 220 call outs per year, the program may be re-instituted the following year, provided that the number of call outs drops to 220 or less in the next calendar year review period.

f. If the two weekends off per month schedule is discontinued for any year, the following "set schedule" practice will be instituted:

i. Employees will be scheduled by management to have two consecutive set days off every week, except as provided below.

ii. Management will prepare the set-days-off schedule that will, take into account any BFOQ requirements. The most senior eligible employee will have first choice of schedule; the next senior employee will have next choice, and so on until the least senior employee has the last choice. Employees must keep this schedule until and unless a schedule becomes vacant, in which case the vacancy will be bid and the most senior eligible person bidding on the schedule obtain it.

iii. Notwithstanding the above provisions, when there are vacant periods due to employees taking leave time and management must cover these periods, management may have to temporarily change an employee's set schedule to assure proper staffing of the facility. Management shall attempt to equally rotate among employees any modification in the set schedule in order to fairly distribute the burden of changing one's work schedule.

## 2. Buttonwood Hospital

It is mutually agreed and understood that employees of the Long Term Care Division of Buttonwood Hospital to include Registered Nurses, Senior Licensed Practical Nurses, Licensed Practical Nurses, Senior Hospital Attendants and Certified Hospital Attendants shall be subject to the provisions of a-m below:

a. During calendar year 2003 and thereafter, any employee who calls out sick for a part of or the entire weekend

shall work the next succeeding part or weekend scheduled off except under the following conditions:

1. Employees who are hospitalized. Such hospitalization shall be verified by the employer.

2. Employees on workers' compensation.

3. For each calendar year of the contract employees who call out sick for their scheduled weekend and who produce a doctor's note on their next work day will not be obligated to work the next succeeding weekend. A second weekend call out in the calendar year will result in the mandatory scheduling of the employee to work in the next succeeding scheduled off weekend.

4. Employees who report to work on the weekend and work a minimum of six hours per day shall not be required to work the next succeeding weekend.

5. Weekend, for the purposes of this agreement shall commence at 2400 hours Friday and end 0730 hours, on Monday.

a. Employees will continue to have every other weekend off for the duration of this agreement.

b. Employees who are subject to this agreement shall continue to make a good faith effort to limit the number of overtime hours caused by attendance related problems. For purposes of this agreement, overtime hours will be defined as additional hours worked by employees covered by this agreement, but these overtime hours shall be directly caused by sick call outs, lateness, non-workers compensation leave of absences unauthorized absences and suspensions due to time and attendance problems.

c. Up to two union members will be permitted one hour of paid time every two weeks for the purpose of reviewing the attendance records, overtime records and costs, on a pay-period basis. Any problems that are discovered will be immediately brought to the attention of the Hospital Administrator, or designee. The employer will attempt to resolve any such problems in an expeditious manner.

d. There will be established a Buttonwood Hospital Labor-Management Committee that will meet on a bi-monthly basis. This committee will be comprised of no more than eight employees selected by the Union and up to two non-employee union representatives. The committee will discuss on-going problems identified by the committee members, make recommendations to the Hospital Administrator and, to the extent practicable, participate in the implementation or monitoring of

any committee recommendations. The committee will not have the authority to change any negotiated term or condition of employment.

e. Employees who use six (6) days or less of sick time in a calendar year shall be afforded their forfeited holiday and one half day compensatory time earned for working Thanksgiving and/or Christmas. Said employees shall be in a pay status on the day before and after the recognized holiday.

f. In the event that an employee shall use seven (7) or more sick days in a calendar year said employee shall forfeit one (1) holiday and the half days compensatory time earned for working Thanksgiving and/or Christmas.

g. The provisions of paragraphs e and f above, shall continue for each year of the duration of this agreement.

i. Prior to implementing any change in the staffing minimum, no less than four (4) weeks notice shall be given to the union.

h. Voluntary overtime shall continue to exist in accordance with the existing hospital practice. Mandatory overtime shall be implemented according to N.J.S.A.34:11-56a31 as it exists or hereafter amended based on inverse seniority. Should it be necessary to fill positions the following procedure shall be used:

i. Volunteers from an established reliability (volunteer) list shall be solicited.

ii. Absent filling the required position(s) from the above list, volunteers from the current shift in Long Term Care shall be solicited.

iii. Should an adequate number of volunteers not be available, the Hospital shall use a rotating list based upon inverse seniority to fill such positions.

iv. Separate lists shall be used for licensed and unlicensed personnel.

v. All direct care employees must call in to report the use of any benefit time at least two hours prior to the start of the shift. Failure to do so may be grounds for disciplinary action.

vi. A direct care employee who obtains a doctor's note that indicates the employee's health is such that

he/she can only work one shift per day must get a re-confirming medical review and follow-up doctor's note every six weeks.

vii. A direct care employee who obtains a doctor's note that indicates the employee's health is such that he/she can only work one shift per day, may be required, at the county's discretion to go to a county-paid doctor for an independent medical review. The doctor conducting this medical review will be asked to determine not only whether the employee can only work one shift per day, but whether or not the employee's health permits the employee to perform the duties of their regular shift. In the event the county-chosen doctor's opinion differs from the employee's doctor's opinion, a third doctor's opinion will be obtained from a doctor mutually selected by the county and the employee.

viii. All direct care new hires will be screened for medical fitness and will be told that a condition of employment is that they sign a statement indicating that, to the best of their knowledge at the time of hire, they are capable of working, an occasional double shift.

i. Any list generated as a result of this procedure shall be subject to union review for purposes of proper placement of employees. Placement shall be based upon hire date. Time worked in an unlicensed title shall not be used to calculate seniority should an employee have a title change to a licensed title.

j. The Hospital will notify the Union of the staffing level on each shift and each floor/wing, that under normal circumstances, when the staffing goes under this, will prompt the use of the voluntary overtime list. The parties recognize that circumstances may dictate that this may change, but the Hospital will notify the Union, in advance, of any change.

k. 1. The parties mutually agree to assess, review and make recommendations as to the job duties and responsibilities of the Certified Hospital Attendants in the Long Term Care Division. Such job review shall seek to address increasing the quality of resident care during the ½ hour overlap between shifts.

2. Failure to increase the quality of resident care during the shift overlaps shall result in Buttonwood Hospital reducing the number of work hours to 37.5 hours per week for all Certified Hospital Attendants in the Long Term Care Division. The affected employees' salaries may be reduced by an amount equal to 2 ½ hours of pay per week. In the event the County concludes that the quality of resident care

during shift overlaps has not increased, the County will give the Union its reasons, and the Union shall have at least three months to address the issue, prior to any implementation of a reduction in hours and/or pay.

1. An employee at Buttonwood will have to work the next weekend to make-up for calling in sick on a scheduled weekend, except that this provision shall not apply to one call-out weekend in each calendar year. Thus, the employee will not have to make up one weekend in each calendar year.

m. All Buttonwood employees must call in to report the use of any benefit time at least two hours prior to the start of the shift. Failure to do so may be grounds for disciplinary action.

F. Where there is more than one (1) work shift per day, employees within a given classification will be given preference of shifts in accordance with their seniority, except in cases of emergency.

#### G. Public Safety Services

1. During the course of the year, sick, vacation, holidays, and personal days for Public Safety Telecommunicator and Senior Public Safety Telecommunicator will be deducted at the rate of one (1) hour for each hour off.

2. Sick, vacation and compensatory time used for an entire workday shall be deducted at 11.5 hours for an employee working a 12-hour shift.

3. The County agrees to grant employees working twelve (12) hour shifts with thirteen (13) rather than twelve (12) hours of compensatory time on January 1 of each year of the contract. Such compensatory time is contingent upon continued implementation of the twelve (12) hour work schedule.

a. Effective January 1, 2004 and each year thereafter, employees working 12 hours shifts shall be paid for 13 hours of compensatory time, the first pay in July. If an employee leaves the employ of the County, such payment shall be prorated. Should an employee leave after July, reimbursement shall be made to the County at the rate of (1) hour per month.

4. Each employee who works a 12-hour shift shall have a lunch break consisting of 60 minutes, which shall include the 30-minute contractual lunch break and the (3) 10-minute breaks. (The workday continues to be 11.5 hours within a scheduled 12-hour shift.) In addition each employee shall receive a 10-minute break.

5. a. The scheduling of the lunch and 10 minute breaks shall be at the sole discretion of the supervisor. The supervisor's scheduling decisions shall be subject only to Step I of the contractual grievance procedure.

b. Any lunch or break time not taken due to workload responsibilities as directed by the supervisor shall be paid at time-and-one-half (1-1/2) the employee's normal rate of pay, provided the employee otherwise meets overtime requirements.

6. Effective July 1, 2003, employees of Public Safety Services hired after January 1, 2000 shall be subject to 8-hour shifts. Placement on such 8-hour shifts shall be based upon departmental needs and inverse seniority. Employees who are held over for more than 4 hours of mandatory overtime shall receive a 20-minute break. All employees hired prior to January 1, 2000 shall remain on 12-hour shifts.

#### ARTICLE VI HOLIDAYS:

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. Third Monday in January known as Martin Luther King's Birthday.
3. February 12, known as Lincoln's Birthday.
4. President's Day
5. Good Friday.
6. Last Monday in May, known as Memorial Day.
7. July 4, known as Independence Day.
8. First Monday in September, known as Labor Day.
9. Second Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. Fourth Thursday in November, known as Thanksgiving Day.
13. Friday after Thanksgiving Day.
14. December 25, known as Christmas Day.

A. Holidays which fall on Saturday shall be observed on the prior Friday, and those which fall on Sunday shall be observed on the following Monday. An employee must be in pay status the entire day before and the entire day after a holiday in order to be paid for the holiday.

#### B. Holidays -Public Safety Services:

1. Commencing January 1, 2004, employees hired on or after January 1, 1995 shall receive monetary compensation only

for holidays earned. Employees hired before January 1, 1995 may elect to receive monetary compensation for holidays earned or time off in lieu of holidays earned. Commencing January 1, 2005, employees hired on or after January 1, 1994 shall receive monetary compensation only for holidays earned. Employees hired before January 1, 1994 may elect to receive monetary compensation for holidays earned or time off in lieu of holidays earned. Effective January 1, 2006 employees hired on or after January 1, 1993 shall receive monetary compensation only for holidays earned. Employees hired before January 1, 1993 may elect to receive monetary compensation for holidays earned or time off in lieu of holidays earned.

Such election shall be made by the eligible employee on or before December 15 for the holidays occurring within the following calendar year. Employees who fail to elect by December 15 shall be conclusively deemed to have elected monetary compensation for holidays earned.

An employee who elects to receive monetary compensation for holidays earned shall receive payment for accrued holidays on or before December 22 for the period December 1 through November 30. Such payment shall be at straight time pay based upon the rate of pay at which the holiday was earned.

Holidays at the Division of Communications will be scheduled off on a timely basis as near as possible to the actual holiday but not so as to jeopardize the minimum manning in the Communication Center.

2. Employees at the Division of Communications who have worked a recognized holiday and who cannot be scheduled for time off within thirty (30) days of such holiday may elect to be paid for the holiday.

3. For the purposes of calculating monetary compensation for holidays worked and time off in lieu of holidays worked, a holiday shall equal 8 hours.

C. During the calendar year, employees who have previously taken a sick day before or after a holiday or the day of the holiday shall be required to provide a doctor's note for any further such absences for the remainder of the calendar year. Should the employee fail to provide the required doctor's note he shall not receive holiday pay or earn said holiday.

D. For departments which operate more than five (5) days per week, holidays need not be given to employees on the specific day on which the holiday falls. One (1) day off in lieu of the holiday will be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever

is later. If the day off cannot be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever is later, the employee shall be compensated at the straight time rate for the number of hours allocated to that day off.

1. For employees at Buttonwood Hospital only, holidays need not be given to employees on the specific day on which the holiday falls. An employee may request one day off in lieu of the holiday within the calendar year or 30 days after the recognized holiday, whichever is later. In addition, an employee may request to use a holiday up to six months prior to the date of the recognized holiday.

Employees who use a holiday prior to earning shall be required to reimburse the County for the unearned holiday.

#### E. Holiday Pay

1. Employees at Buttonwood Hospital, Public Safety Services, Post House, the Juvenile Detention Center, Data Control Clerks in the Detention Facility pursuant to past practice, any other mutually agreed upon employees who are scheduled to work a holiday, shall be scheduled another day off in its place unless said Holiday is Thanksgiving or Christmas Day, in which case the employee shall receive one half (1/2) day compensatory time in addition to another scheduled day off.

2. If an employee is not scheduled to work on a holiday, but is required to do so, such employee shall be compensated at the rate of one and one half (1 1/2) times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

3. Notwithstanding any of the provisions above the County will pay Juvenile Detention Officers, Senior Juvenile Detention Officer and Supervising Juvenile Detention Officer for earned holidays. Such payments shall occur on or before July 22 and December 22 of each year of the contract. Such payments shall be issued in a separate check payable at straight time pay based upon the rate of pay at which the holiday was earned. Employees who work their entire shift on Christmas or Thanksgiving shall receive four (4) hours additional pay at their straight time rate.

4. Notwithstanding any of the provisions above, employees at Buttonwood Hospital, shall between January 1 and January 30, 2003 have at the employees option the right to request payment for or to schedule said holidays. Employees may elect to be paid for up to 14 holidays as presently outlined in Article VI Holidays or to be scheduled off subject to staffing.

Once the employee makes the election as to the number of holidays he/she wishes to be paid or have scheduled (or any combination thereof) he/she shall notify the Human Resources Department by no later than January 30, 2003. Once the employee makes such selection it may not be altered. For contract years 2004 through 2006 employees of Buttonwood shall make such selections between January 1-15.

Employees who elect to be paid for holidays shall receive compensation for holidays earned (to earn a holiday an employee must be in a pay status the day before and the day after the recognized holiday) and shall receive payment for these accrued holidays at straight time pay based upon the rate of pay at which the holiday was earned. Such payment shall be made on or before December 22.

Employees who elect to schedule holidays in lieu of payment must submit a request to use a holiday thirty (30) days prior to the requested date. Such holiday shall be scheduled at the discretion of the Hospital based on staffing needs. Should the Hospital not be able to grant the employee the requested holiday the employee may request another day. Any holidays that are not able to be scheduled prior to December 1, shall be paid in compliance with the contract.

When an employee leaves County service and at the end of each calendar year, deductions will be made from an employee's pay if more holiday time has been taken than has been earned.

5. Data Control Clerks working in the Jail shall be eligible for ½ day additional compensation for working Christmas and/or Thanksgiving.

#### ARTICLE VII OVERTIME:

##### A. General Rules

1. Overtime refers to any time worked beyond the normal workweek and is to be earned only when an employee is ordered to work by the Department Head. Such orders shall be given only when unusual circumstances arise. If an employee works overtime, he or she shall be entitled to elect compensatory time off or pay equal to one and one half (1 ½) times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.

2. Supervisory personnel shall be eligible for overtime only in emergency situations at the request of the Department Head, and for scheduled overtime at the request of the

Department Head and not for routine or other administrative functions.

3. No overtime shall be authorized or approved unless the individual making the application has in fact worked his/her designated position beyond their normal workweek of either thirty-five (35) or forty (40) hours. Sick Leave shall not be considered "time worked" except in a time of emergency or snow removal. Personal leave, Holiday and Vacation time shall be considered "time worked" if properly scheduled and approved. Compensatory time shall be considered time worked for the purposes of calculating overtime unless said overtime was worked on a day in which compensatory time was used.

4. If Compensatory time cannot be scheduled by the Department Head by December 31 of the calendar year or thirty (30) days after the date on which the overtime was worked, whichever is later, the employee shall be compensated at the overtime rate for such time. Compensatory time shall not accumulate from year to year.

5. If an employee elects to be compensated with overtime pay in lieu of compensatory time off, he shall immediately notify the Department Head, following the period in which overtime hours are worked.

6. Where the nature of the work requires the availability of personnel at times other than standard working hours, a call roster shall be established by the Employer (Department Head). Such roster will be prepared based on seniority within the appropriate section of each Department. The roster shall be available at all times for review by the employee, Union or local representative. In the event that an employee shall decline to work overtime when afforded the opportunity, such employee's name shall be placed at the end of the seniority roster for purposes of future overtime. Said employee shall have only one right of refusal. When an employee is called for a job assignment only the time actually worked on the assignment need be counted as hours worked.

7. Public Safety Services: Employees may elect to receive either compensatory time or monetary compensation for overtime, however, it is understood that said employees can use no more than 24 hours of compensatory time in each year of the contract.

##### B. Call-In

1. Any employee called in to work shall receive a minimum of two (2) hours pay at straight time or one and one half (1 ½) times pay for actual time worked, whichever is greater.

C. Stand-by/Beeper

1. If employees are designated to be on stand-by status, they will be required to leave a telephone number where they can be reached at all times during the period of stand-by. In consideration of stand-by status, employees shall be compensated with two (2) hours straight time pay or time off for every eight (8) hours of stand-by status. Volunteers for stand-by shall be solicited. Employees shall be eligible for stand-by status on a rotational basis in the order of seniority. In the event of insufficient volunteers, stand-by shall be mandated on the basis of inverse seniority.

2. In the event an employee other than a supervisor is required to carry a beeper, compensation at the rate of one (1) hour pay or time off shall be granted for every eight (8) hours on beeper call except that the maximum amount of the aggregate of cash and/or the cash value of compensatory time earned in a calendar year under this provision shall not exceed \$4000. Employees who are eligible for compensation under this provision shall be obligated to carry beepers and respond to beeper pages for the entire calendar year.

Supervisors may be required to carry a beeper without any compensation.

3. For Public Safety Telecommunicators, stand-by time shall be for emergencies from Friday, 4:00 PM to Sunday, 12:00 midnight. Stand-by and assignment will be on a seniority basis.

4. Public Safety Services: Stand-by Beeper shall not apply to the Radio Technicians or Public Safety Information Technology Group. However, if said employees are called in to a work location, they shall receive a minimum of two (2) hours straight time or one and a half times for time actually worked, whichever is greater.

a. Additionally, Public Safety Telecommunicators qualified to operate the Field Communications Unit shall be given a beeper without compensation for the sole purpose of a communication device to improve response time.

D. Emergency/Snow Removal

1. Employees who are required to work by reason of an emergency as declared by the Director of the Board of Chosen Freeholders or designee or as required for snow removal shall be paid at the rate of one and one half (1 ½) times for all hours worked beyond forty (40) for the normal workweek. During such period no employee shall work more than sixteen (16) consecutive

hours. When such employee has worked sixteen (16) consecutive hours, he shall be given eight (8) hours off. If any of those eight (8) hours fall within the employee's normal work schedule, he shall be paid for such time off up to a maximum of four (4) hours pay. The employee may use accumulated compensatory time to supplement time off with pay up to a total of eight (8) hours. During such emergencies no employee shall refuse to work overtime unless he has been granted a pre-approved vacation, sick or personal day. All employees failing to work during this emergency by reason of sickness shall be required to produce a doctor's certificate. Employee affidavits may be accepted at the supervisor's discretion.

2. Upon submission of a doctor's note stating working long periods of time would aggravate an existing condition, employees with ongoing physical limitations shall be exempted from emergency overtime requirements.

E. Meal Allowance

Employees who fulfill the requirements of paragraph D above and have worked two (2) hours beyond the normal work day shall receive the following cash allowance for meals provided the employee signs a form of receipt for such payment.

Breakfast	\$4.50	Dinner	\$8.25
Lunch	\$5.00	Midnight Snack	\$4.00

In the event that someone works a double shift for whatever reason, they will be entitled to the same amount of time for meal and coffee breaks as on their regularly scheduled shifts.

F. Failure to Respond

1. Any employee who refuses to work overtime (1) beyond the first right of refusal, (2) during a declared emergency or (3) during snow removal procedures shall be disciplined for Neglect of Duty with such refusal noted in the employee's personnel file.

2. Employees of the Public Safety Services shall have only one (1) right of refusal per year for mandatory overtime in non-emergency situations while on duty (as "emergency" is defined under the contract).

**ARTICLE VIII SENIORITY/JOB POSTING:**

A. Seniority is defined as an employee's total length of service with the Employer, commencing with his permanent date of appointment.

B. In the event of dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name. If permanent employee status is not affected, seniority shall be computed from the hiring date.

C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment, classification and pay rate. Such records shall be available to the Representative upon request.

D. Where openings in non-entry level positions occur, the openings will be posted on the bulletin boards, together with the basic job duties, shifts and wage rates of such jobs. Copies of all postings shall be forwarded to the Union.

Notices shall remain posted for six (6) working days before filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing. If, in management's sole discretion, a job needs to be filled and the six (6) day posting requirement inhibits timely filling of the position, the posting requirement shall be waived. The employee representative will be notified of this decision.

**ARTICLE IX BENEFITS:**

**A. Health Benefits**

Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1.a. Effective 1/1/03 all employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

Doctor's Visits	Prescription Generic	Prescription Brand
\$10.00	\$7.00	\$20.00*

\*These rates will be the employee's co-pay, provided there is a generic equivalent available. In the event a generic equivalent is not available, the employee's co-pay will be \$7.00.

Additionally, visits to the emergency room shall have a \$25.00 co-pay.

A copy of this plan shall be provide to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until they reach the age of 21, or if the dependent is in school or, still a dependent (as evidenced by being claimed on the Employee's Federal Income Tax), until age 23. Employees must submit a copy of their Federal 1040 tax form or information from the school that demonstrates that the child is still a dependent or still in school.

1.b. Effective 7/1/03 all employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

	Doctor's visits	Prescription Generic	Prescription No Generic Avail	Prescrip Brand
07/01/03:	\$10.00	\$7.00	\$12.00	\$20.00*
01/01/04:	\$15.00	\$7.00	\$12.00	\$20.00*
01/01/05:	\$15.00	\$8.00	\$12.00	\$25.00*
01/01/06:	\$20.00	\$10.00	\$15.00	\$30.00*

\*If generic is available and employee elects brand, employee shall pay applicable co-pay and the difference between generic and brand. If doctor prescribes brand name drug the employee shall pay co-pay only.

Additionally, visits to the emergency room will have the following co-pays:

07/01/03-12/31/06:	\$25.00
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A copy of this plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age 23. Employees must submit a copy of their Federal

1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school.

2. During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A(1)(a) and A(1)(b) paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein. However, whenever the Employer determines that it may be in its interest to change the health care provider or administrator, advance notice will be given to the Union, along with a copy of the proposed contract. In the event that a change in the health care provider or administrator results in a change in panel providers, all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new health care providers.

3. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.

#### B. Dental

1. The Employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.

2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employee's eligibility shall be determined in accordance with Paragraph A. (Health Benefits)

a. The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per lifetime, which is separate from the maximum mentioned above.

#### C. Eye Care Plan of America

Effective January 1, 1993 employees shall be offered participation in the Eye Care Plan of America.

#### D. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) coverage shall be paid by the employee through the payroll deduction plan.

#### E. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this Plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

#### F. Mileage

Employees shall be reimbursed the IRS rate for mileage during the course of this agreement.

#### G. Absence Without Leave

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

#### H. Coffee Break

All employees shall receive two ten (10) minute coffee breaks, one in the morning and one in the afternoon.

I. The County will continue to provide the opportunity for employees to set aside a portion of their pre-tax salary into an IRS Section 125 account to be utilized for health benefit and dependant care expenses.

#### ARTICLE X ANNUAL VACATION:

Full-time employees in the County service shall be entitled to the following annual vacation with pay subject to scheduling approval by the Department Head.

A. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (½) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years	12 days
after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days

Years worked as a provisional full-time employee prior to January 1, 1989 shall not be included within the computation of years of service as set forth in this paragraph.

C. Additional days based upon years of service are credited on January 1 in the calendar year of the employee's anniversary.

D. When in any calendar year the vacation, or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

E. All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro-rated basis. The amount of time earned shall be pro-rated to calculate time owed to the County should an employee leave the County service for any reason. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more vacation has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

F. Any employee who is laid off, due to a reduction in force, discharge, retired or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated in money for any earned unused vacation time.

#### ARTICLE XI SICK LEAVE:

Full-time employees in the County service shall be entitled to sick leave with pay in accordance with the following schedule:

A. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (½) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

C. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at one and one-quarter (1-1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn sick leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

D. An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

E. Paid sick days shall not accrue during a leave of absence without pay.

F. Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:

1. Up to ten (10) working days of emergency attendance upon a member of his immediate family with a serious health condition and requiring the presence of such employee.

a. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household. For good cause the definition of immediate family may be expanded upon by the approval of the Department Head or designee.

b. Serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

i. Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility;

ii. Any period of incapacity requiring absence from work, school, or other regular daily activities, for more than three calendar days, that also involves continuing treatment by a health care provider; or

iii. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

Employee must produce proof of illness upon first day of return to work.

c. Up to five (5) working days may be requested for a death in the immediate family. Upon request and approval of the Department Head, this definition may be expanded.

G. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed.

H. If it is reasonably suspected that the employee is abusing the sick leave privilege, the Department Head may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.

I. An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave as set forth above shall notify his immediate supervisor, by telephone or personal message, prior to the normal starting time, or he shall suffer loss of pay.

Employees who work in 24-hour facilities must call out a minimum of 2 hours before their scheduled starting time.

J. Sick days may accumulate.

K. Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Department Head who may approve such request based upon merit.

L. An employee shall not be reimbursed for accumulated sick leave when leaving the County service except for retirement, as provided for in Article XVII.

#### ARTICLE XII FAMILY MEDICAL LEAVE:

A. Family Leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. and N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

B. An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Plan.

C. The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on an approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

#### ARTICLE XIII MILITARY LEAVE:

The existing statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

#### ARTICLE XIV JURY DUTY:

If an employee is called to serve on a jury, the time will not be deducted from his vacation time if his jury check is turned over to the County Treasurer's Office for the number of

days absent from his employ. This time must be reported on the daily report forms.

For employees who serve on jury duty on Lincoln's birthday, department heads shall schedule an alternative day off. The Department must schedule said day within 60 days and notify the employee with no less than 48 hours notice.

**ARTICLE XV SPECIAL LEAVE OF ABSENCE:**

A permanent full-time employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study that will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority and the Board be granted special leave of absence without pay for a period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why in his opinion the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on an approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

Deductions for overdrawn personal, sick or vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

**ARTICLE XVI PERSONAL LEAVE:**

A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

B. An employee shall give no less than twenty-four (24) hours advance notice of his intent to take a personal leave day. Such intent shall not be denied unless that leave would substantially interfere with the proper functioning of the Department.

C. Personal days may be used in cases of an emergency with less than 24 hours notification; however, such denial shall not be grievable. "Emergency" is defined as an event which could not be anticipated and over which an employee has no control.

D. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time.

E. Deductions for overdrawn personal leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

**ARTICLE XVII RETIREMENT:**

A. Each employee who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

1. The amount of the supplemental compensation payment shall be computed at the rate of one half (½) of eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement. Lump sum supplemental compensation payment shall be made in compliance with N.J.S.A. 11A:6-19.

2. Payment shall be made in January next following the date of retirement provided the employee has given his Department Head written notice of retirement at least six (6) months prior to date thereof. Failure to give such notice shall result in a delay of payment to the second January next following the day of retirement. In emergent or unusual circumstances, such notice may be waived.

B. Effective January 1, 1993 all employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be covered by a comprehensive, County self-funded, medical plan subject to the provisions of Article IX, Benefits paragraph A (1). Prior to being eligible for the benefits as listed in paragraphs B and C, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B. Any leaves of absence without pay that, collectively, are in excess of twelve months shall not count toward the twenty-five years needed for health benefits to be paid for by the county in retirement, provided, however, that

any FMLA leave, any military leave and or any workers' compensation leave shall count toward the twenty-five years.

C. The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

**ARTICLE XVIII PERSONNEL FILE:**

A. All employees shall have the right to see all documents in their personnel file.

B. An employee shall be permitted to have a copy of any documents in his/her file.

C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.

D. Employees shall have the right to respond in writing to anything placed in their file.

E. Employees may request of the Department Head that records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature. A Department Head's refusal to remove said documents shall not be subject to the formal grievance procedure.

**ARTICLE XIX WORKERS' COMPENSATION, SAFETY & HEALTH:**

A. When an employee is injured on duty, he shall notify his Department Head immediately so that a Departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability. If it is determined by the Employer that the injury is work related, the employee shall then be entitled to Workers' Compensation.

If he is on leave of absence without pay, he shall be entitled to his Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary to reflect the employee's entitlement to Workers' Compensation benefits with the balance of his salary, if any, to be paid by County payroll check.

If accumulated time is completely used up before Workers' Compensation benefits terminate, the employee shall thereafter receive only his Workers' Compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workers' Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his return to work.

The County agrees to permit employees county time to attend doctor's appointments and physical therapy, however, such appointments shall have been approved by the department head and shall be at the beginning or end of a work day or whenever practicable. The failure to permit these employees time off shall not be subject to the grievance procedure.

B. The County shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two (2) years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

C. The County and the Union shall each designate a safety committee member from each complex to include: Westampton Complex, Hainesport Complex, Institutions at Pemberton, and Non-judicial employees in the main County Complex. 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 when appropriate. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the County's 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 in pay for

periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

D. Pregnant VDT operators who are requested to operate a VDT for five (5) hours or more per day shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

E. The Library shall continue its practice of operating a smoke-free facility.

#### ARTICLE XX EQUAL TREATMENT:

The County agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

#### ARTICLE XXI MANAGEMENT RIGHTS:

A. The County retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated personnel:

1. To direct all operations of the County.
2. To direct all employees of the County.
3. To hire, promote, transfer, assign and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees.
4. To maintain the efficiency of the government operations entrusted to it.
5. To determine the methods, means, and personnel by which such operations are to be conducted.
6. To determine the number and kind of job classifications, titles and positions.

7. To contract work including but not limited to professional and other specialized services.

8. To take whatever action may be necessary to comply with State and Federal Law and Regulations.

B. It is the intention of the parties hereto that all matters affecting the wages, hours, and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this Agreement, remain within the discretion of the County until the expiration of this Agreement.

#### ARTICLE XXII RIGHTS AND PRIVILEGES OF THE UNION:

A. Designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the County. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Union and the County.

B. The Union shall be granted an aggregate of seventy-five (75) paid and seventy-five (75) unpaid days leave time in 2003, an aggregate of eighty (80) paid and eighty (80) unpaid days leave time in 2004 and 2005, and an aggregate of eighty-five (85) paid and eighty-five (85) unpaid days in 2006 to attend to Union business. However, in no event shall an employee be granted an aggregate to exceed ten (10) days per annum whether paid or unpaid except upon approval of the Board of Chosen Freeholders. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) weeks written notice. If less than two (2) weeks written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

C. The Union will continue to have the right to place items on existing employee bulletin boards. Materials found posted on areas other than bulletin boards shall be removed.

D. Union stewards shall be the last to be involuntarily transferred from one work location to another or from one shift to another so long as it does not conflict with any State or Federal Rules, Regulations, or Laws.

Work location shall be defined as one building, facility or complex.

E. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the County and its offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate County official of his/her presence.

F. Upon reasonable notice and approval of the appropriate County Official the Union may hold meetings on County premises during the lunch hour.

G. The Union may distribute literature to members of the Bargaining Unit on County premises, so long as it is not disruptive of County business.

H. The use of the County mail delivery service shall be limited to those offices, which currently occupy or which may occupy in the future a County owned or leased facility.

I. Credit Union.

1. Eligibility

Effective at the signing of this contract, all members of CWA Local 1034 shall be eligible to participate in a credit union sponsored and approved by CWA Local 1034 subject to all terms and conditions established by CWA Local 1034 for such participation. Nothing herein shall be deemed to require any employee to become a participant in said credit union.

2. Amount of Deduction:

CWA Local 1034 will notify the Employer in writing as to the authorized credit union and procedure for deduction. Such deduction shall be made after written approval has been received from the employee.

3. Deduction and Transmission of Fee:

Deductions shall be made by the County within a reasonable time and in accordance with the procedures as set forth and authorized by the Credit Union, CWA Local 1034 and the employee.

4. County Held Harmless:

CWA Local 1034 hereby agrees that it will indemnify and hold Burlington County, the Burlington Board of Chosen Freeholders and Library Commission harmless from any claims, actions or proceedings brought by an employee in the

negotiating unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to CWA Local 1034 or any employee for any retroactive or past due credit union deduction for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from credit union deductions.

5. Legal Requirements:

Provisions in this clause are further conditioned upon all other requirements of federal and state laws and regulations.

J. Advance notice of any decision to contract out work that bargaining unit members perform when that contracting would result in the layoff of any bargaining unit member will be given as follows: At the same time that the County sends to the N. J. Department of Personnel (NJDP) the package that NJDP requires be sent to it prior to a layoff, a copy will be given to the Union. Upon request, the County will meet with the Union to discuss ways to avoid the layoff by maximizing current employees' productivity or work quality.

ARTICLE XXIII UNION DUES:

A. The County agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the County, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the County at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C., 20001-2797, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA 1034 Mount Holly office.

B. The CWA agrees to indemnify and hold the County harmless against any, and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.

1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County prior to December 15 of any given year. Dues shall

be halted beginning with the first pay period of each calendar year.

2. The County will immediately supply the Union a copy of any request to halt dues.

3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice prior to the effective date of such change, and shall furnish the County a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

#### ARTICLE XXIV AGENCY SHOP:

##### A. Purposes of Fee

Beginning thirty (30) days after Agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

##### B. Amount of Fees

Prior to the beginning of each contract year, the Union will notify the County in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

##### C. Deduction and Transmission of Fee

After verification by the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

##### D. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Burlington County Board of Chosen Freeholders. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

##### E. County Held Harmless

The Union hereby agrees that it will indemnify and hold Burlington County and the Burlington Board of Chosen Freeholders and the Library Commission harmless from any claims, actions or proceedings brought by an employee in the negotiations unit, which arises from deductions made by the County in accordance with this provision. The County shall not be liable to the Union for any retroactive or past due representation fee for an

employee who was identified by the County as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

F. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

G. Enrollment

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than sixty percent (60%) of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through December 31, 2003 after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

ARTICLE XXV GRIEVANCE PROCEDURE:

A. Definition

"Grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Department, to include minor disciplinary actions. Counseling shall not be grievable.

"Working Day" is defined as: Monday through Friday, excluding Holidays.

B. Any grievance or dispute, which arises between an employee and Employer, shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

C. Procedures<sup>1</sup>

Within ten (10) days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence an employee with a potential grievance must orally present and discuss his/her complaint with their immediate supervisor on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

INFORMAL STEP:

Whenever practical, an employee who believes that he or she might have a grievance, shall meet with his/her supervisor or other appropriate management representative in an attempt to informally resolve the grievance.

STEP 1:

A grievance must be filed initially within fifteen (15) working days from the date or any date on which the act, which is the subject of the grievance, occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. The decision of the Department Head shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Clerk/Administrator of the Board of Freeholders within said ten (10) working day period.

STEP 2

<sup>1</sup>Variations to the grievance procedure: The grievance procedure to be followed by employees of the Library Commission shall be the same as that contained in the contract except that in Steps 1 and 2, "Library Director" shall replace "Department Head" and "Library Commission Representative" shall replace "County Administrator/Board Clerk or designee."

Upon receipt of an adverse determination by the Department Head, the grievant or Union representative shall have a period of days ten (10) days to appeal such determination to the Clerk/Administrator of the Board or designee who shall schedule, hear and determine the grievance within fifteen (15) working days after receiving it. The Clerk/Administrator or designee shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant, the Union representative and the members of the Board of Chosen Freeholders within said fifteen (15) working day period.

STEP 3:

Upon receipt of an adverse determination of the Clerk/Administrator or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission.

D. General Rules

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

2. Under no circumstances shall the County have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC or Department of Personnel.

3. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.

4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union, however, any such grievance shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.

6. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.

7. If a grievant accepts a resolution that is not in conflict with this Agreement it shall be final and binding upon the parties.

8. A grievance settlement at Steps 1-2 shall not be precedent setting, however, they may be introduced as evidence in arbitration.

9. Unjustifiable failure to appear at a Step I hearing constitutes a waiver of an employee's right to take the grievance to the next step of the grievance procedure.

10. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance.

11. The County agrees to provide employees with at least two (2) days notice of a hearing. Charges for a minor disciplinary hearing must be submitted within six months. Charges for a major disciplinary hearing must be submitted within one year. The one-year limitation shall commence when the department head either knew or reasonably should have known of the violation.

12. After a grievance has been filed, a Department Head or Designee may only contact the shop steward or staff representative for clarification of the grievance and not the grievant. A Designee shall not be a member of the bargaining unit.

E. Discipline

1. Discipline and discharge shall only be for just cause.

2. Discipline shall be progressive in nature and corrective in intent.

3. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the County.

4. Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2.

5. No discipline, which results in loss of pay, shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.

6. Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday except where a suspension is for six (6) days or more.

7. Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action.

At the time the Department Head issues an approved notice of major disciplinary action including termination, to a provisional employee with more than four (4) months of service, the Department Head shall provide the employee a review of the action, if the employee desires such a review, and said review is requested by the Union, within five (5) days of issuance of the discipline.

Such review will be conducted by the Department Head within five (5) working days of the request. The employee may choose to be represented by the Union, present witnesses or other relevant evidence related to his or her discipline.

The Union shall retain the right to proceed directly to arbitration for any major discipline or termination of a provisional employee.

Unless there is an imminent threat to health or safety, such notice of all major discipline including termination shall become effective five (5) days from issuance to the provisional employee.

8. Central Communications shall administer minor discipline in 8-hour increments. Suspended employees shall not be eligible for any leave time. In the event a suspended employee calls out sick for the remainder of the shift all time shall be considered as sick leave and said employee shall serve the suspension day on another day.

#### ARTICLE XXVI NO STRIKES:

For the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work at any of the operations of the

County. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement.

#### ARTICLE XXVII BUTTWOOD HOSPITAL

##### A. Meal Tickets for Staff Working Overtime

1. When an employee works overtime (at least 12 consecutive hours that were not pre-scheduled) they will be entitled to receive a free meal ticket valued at \$2.50.

2. The employee, upon completion of working 4 of the 8 hours of overtime, should contact their Department Manager or Supervisors to obtain a meal ticket.

3. The meal ticket, must be used during the second 8-hour shift (i.e. an employee working 7-3 and stays to work 3-11 shift, the employee will be entitled to a free meal ticket for working the 3-11 shift only). Meal tickets can be saved but cannot be transferred.

4. A meal ticket must be signed and dated by the Department Manager or Supervisor with the date in the lower right hand-corner.

5. If a Department Manager or Supervisor is not working the extra 8-hour shift, the nursing supervisor may sign and date the meal ticket.

6. Employees on the 11-7 shift shall be provided a bag lunch in lieu of a meal ticket for those employees who work non-scheduled overtime.

##### B. Vacation

1. From January 1 to January 10 of each calendar year employees who receive 20 or more vacation days based upon years of service may select up to 10 days. Such vacation selection shall be submitted on the approved vacation request form.

2. Employees shall be notified of approval or denial of this request on or before January 15 of each year.

3. Approval shall be based upon seniority and scheduling approval by the Department Head.

4. After January 15 of each year vacation requests shall be approved on a first come first granted based upon the scheduling approval by the Department Head.

5. In the event that a senior employee is denied both their first and second choice of vacation time submitted pursuant to this policy as it relates to the January 1 - January 10 selection management agrees to meet with the union in an attempt to resolve the issue. The Hospital agrees to provide the rationale for such denial to include staffing levels.

**ARTICLE XXVIII SAVING CLAUSE:**

In the event any Article, Section or Portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such order confer on the invalidated Article, Section or Portion thereof.

**ARTICLE XXIX COMPLETE AGREEMENT:**

The County and the Union acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

**ARTICLE XXX JUVENILE DETENTION CENTER**

A. The County agrees to provide lockers for employees. Employees will provide locks at their expense.

B. The County will continue the current practice, which requires an employee be in pay status the day before and the day after a holiday in order to be paid for the holiday.

C. The County will provide vehicles with communications equipment and explore the possibility of supplying protective caging for transportation vehicles.

D. Employees may request and may be granted, subject to approval by the Superintendent, one shift change per year.

E. 1. Vacation time submitted prior to March 1 of each year shall be awarded on a seniority basis.

2. Date-stamped vacation requests shall be submitted to the shift supervisor for approval and scheduling. If the

request is approved by the supervisor a copy shall also be provided to the administration. Upon receipt of the request the administration shall date stamp said request and provide the employee with a copy of said date stamp requested vacation time.

3. Supervisors and seniors will need to coordinate vacation requests to ensure supervisory staff on each shift.

F. 1. The County and Union agree to continue an ad hoc action committee comprised of the Superintendent and/or the Assistant Superintendent of Juvenile Detention Center, CWA Staff Rep., the Juvenile Detention Center designated negotiator and one representative from each shift selected by the Union to discuss and recommend to the Superintendent issues and concerns relating but not limited to overtime, sick call outs, lateness and attendance. Both sides mutually agree to resolve the issues, if possible, within one meeting.

2. Upon review by the Superintendent, Committee recommendations may become part of facility policy. Inclusion of such recommendations shall be at the sole discretion of the Superintendent.

G. Overtime

1. The following overtime procedures shall be in effect, provided that they shall not interfere with any bona fide occupational quota (BFOQ) requirements or if it is mandatory that a male or female JDO, Senior or Supervisor is necessary to cover the facility.

2. Distribution of overtime. Overtime work will be distributed as equally as possible among employees within a classification in accordance with the following procedure:

a. All voluntary overtime shall be solicited on a seniority rotational basis, regardless of job classification, with the assignment being offered to the most senior employee first, and the least senior employee, last. Refusal of the offer of an overtime assignment shall result in that employee reverting to the bottom of the list. Assignment shall be made from the seniority list. Employees who do not wish to be considered for voluntary overtime shall so indicate in writing.

b. In the event that staffing needs cannot be met with the voluntary overtime list, overtime will be assigned involuntarily on an inverse seniority rotational basis, with the assignment being given to the least senior employee first and the most senior employee last.

c. Seniority for overtime purposes shall be based upon an employee's date of hire.

**ARTICLE XXXI EFFECTIVE DATES OF AGREEMENT:**

**A. Duration and Effect**

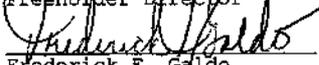
This Agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through December 31, 2006. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as being retroactive all terms and provisions of this Agreement are not retroactive to January 1, 2003, and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

**B. Renewal**

This Agreement shall automatically renew itself on January 1, 2007 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

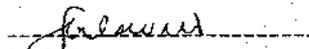
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairperson, Local and Branch Presidents and other authorized representatives, respectively, attested by their Clerk and secretaries and their seals to be hereby affixed this 28<sup>th</sup> day of May, 2003.

BOARD OF CHOSEN FREEHOLDERS  
THE COUNTY OF BURLINGTON

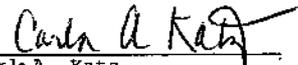
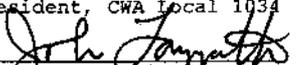
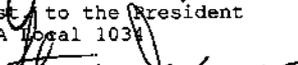
  
William S. Haines  
Freeholder Director  
  
Frederick F. Galdo  
Clerk/Administrator

BURLINGTON COUNTY  
LIBRARY COMMISSION

  
Martha B. Darlington  
Chair, Library Commission

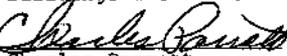
  
Gail Sweet  
Library Director

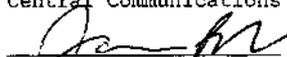
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OF AMERICA, AFL-CIO

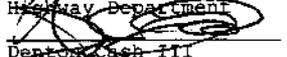
  
Carl A. Katz  
President, CWA Local 1034  
  
John J. Jazzarotti  
Asst. to the President  
CWA Local 1034  
  
Steve Jarema  
Senior Staff Representative  
CWA Local 1034

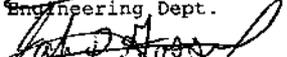
**NEGOTIATING COMMITTEE**

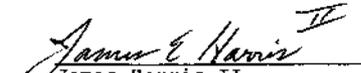
  
Steve Ryan  
Buildings & Grounds

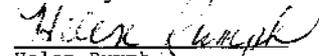
  
Charles Parrott  
Central Communications

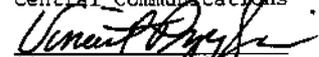
  
James Bell  
Highway Department

  
Denton Cash III  
Engineering Dept.

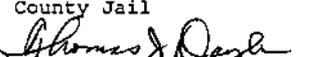
  
John Gossard  
Juvenile Detention Ctr.

  
James Harris II  
Buildings & Grounds

  
Helen Rumph  
Central Communications

  
Vincent Przybycki Jr.  
Highway Department

  
Anetra Riddick  
County Jail

  
Thomas Doyle  
Health Department

Edene Wells  
Edene Wells  
Buttonwood Hospital

Frank Israel  
Frank Israel  
Health Department

Elnora Green  
Elnora Green  
Buttonwood Hospital

Bronwyn Davies  
Bronwyn Davies  
County Library

Robert Braddock  
Robert Braddock  
Clerk of the Board

Christopher "Scott" Roy  
Christopher S. Roy  
Parks Department

Michele Moran  
Michele Moran  
Buttonwood Hospital

H. Michael Bennett  
H. Michael Bennett  
County Library

Bonita Boggs  
Bonita Boggs  
Treasurer's Office

Dale Thompson  
Dale Thompson  
Weights and Measures

Side Letter Regarding Ergonomics

Within three months of the signing of this contract, the parties will meet to discuss practices for the arranging of the work stations (desks, chairs, etc.) of employees who spend a majority of their work-time working with a video display terminal.

Side Letter Regarding Drug and Alcohol Testing

Whereas, the County of Burlington would like to institute a program of drug and alcohol testing under certain conditions; and

Whereas, the parties recognize that continuing dialogue on this subject could be beneficial;

Now, therefore, a Committee shall be established to review the procedural issues of a drug and alcohol testing policy. Such committee shall begin on or before April 1, 2003 and resolve all outstanding issues by July 1, 2003. Such Drug and Alcohol testing shall include post-accident, random and reasonable suspicion testing and shall apply to the Juvenile Detention Facility, Post House, Buildings and Grounds, Highway, Buttonwood Hospital psychiatric and long term care nursing and Public Safety Services.

Side Letter Regarding Buttonwood Hospital

The County and CWA 1034 agree that the Hospital shall establish the title of Restorative Aide. The Hospital may, based on seniority and qualifications hire four (4) Restorative Aides. Once off the floor the Hospital shall have 30 days to replace employees. If the Hospital cannot secure replacement within 30 days, the employees selected to be Restorative Aides shall return to the floor until a replacement is found.

The Restorative Aides shall work Monday to Friday at a schedule established by the Hospital and shall have each weekend off. Should the position be abolished, the employees presently in those positions shall be placed back to their original worksite with all seniority, if possible.

Employees of Buttonwood Hospital may select vacation time during May 1 to May 10 for the periods of November 1 and April 30. Employees at Buttonwood Hospital may select vacation time during November 1 to November 10 for the periods of May 1 through October 31. All other vacation time shall be granted in accordance with the existing practice. No employee may be granted more than two (2) vacation days between December 20 and January 2. Senior employees may request 2 to 10 day blocks for each window.

**EXHIBIT A**

Side Letter Regarding Special Salary Considerations

<u>Title</u> <u>Current</u>	<u>Range</u> <u>Current</u>	<u>Range</u> <u>Proposed</u>
Public Works Inspector	R. 24	R. 26
Prin. Engineering Aide	R. 22	R. 24
Probate Clerk Typing	R. 6	R. 9
Maintenance Repairer	R. 10	R. 14
Sr. Maintenance Repairer	R. 12	R. 16
Supervising Maintenance Repairer	R. 20	R. 24
Public Safety Telecomm. Trainee	R. 10	R. 15
Public Safety Telecomm. Operator	R. 16	R. 20
Sr. Public Safety Telecomm. Operator	R. 24	R. 27

It is agreed and understood that for range changes negotiated during the bargaining that employees below the minimum salary shall go to the new minimum for their range and shall also, if entitled to the agreed upon wage increase, shall also receive said increase added to their base pay.

<u>TITLE</u>	<u>RANGE</u>
ACCOUNT CLERK	04 *
ACCOUNT CLERK-TYPING	04 *
ACCOUNTING ASSISTANT	13
ADMITTING CLERK	05 *
ADMINISTRATIVE SUPERVISOR OF NURSING	33
AGRICULTURAL RESOURCE SPECIALIST 3	23
ALCOHOLISM COUNSELOR	11
ALCOHOLISM COUNSELOR TRAINEE	07
ANALYST GRANT APPLICATIONS	21
ANIMAL ATTENDANT	06
ARMORER	10
ART THERAPIST	18
ASSISTANT ADMINISTRATIVE ANALYST	13
ASSISTANT BUYER	15
ASSISTANT DIRECTOR OF SUBSTANCE ABUSE CLINIC	24
ASSISTANT DISTRICT RECYLING COORD	15
ASSISTANT ENGINEER	31
ASSISTANT ENGINEER, BRIDGE	31
ASSISTANT ENGINEER CIVIL	31
ASSISTANT FOOD SERVICE MANAGER	18
ASSISTANT HEAD NURSE	29
ASSISTANT LAUNDRY MANAGER	09
ASSISTANT LIBRARIAN	22
ASSISTANT MANAGER MOBILE MEALS PGRM	13
ASSISTANT NUTRITION PROGRAM COORD. (WIC)	29
ASSISTANT PLANNER	23

<u>TITLE</u>	<u>RANGE</u>
ASSISTANT PROGRAM ANALYST	11
ASSISTANT PROGRAM COORD. AGING	11
ASSISTANT SUPT OF WEIGHT/MEAS	17
ASSISTANT SUPERVISOR FOOD SERVICE	12
ASSISTANT SUPERVISOR ROADS	16
ASSISTANT SUPERVISING BRIDGE REPAIRER	16
ASSISTANT SUPERVISING MECHANIC	19
ASSISTANT SUPERVISOR OF NURSES	33
ASSISTANT SUPERVISOR TRAFFIC MAINT.	19
ASSISTANT TRAFFIC ENGINEER	34
AUDIO-VISUAL REPAIRER	08*
BIOLOGIST MEC	18
BOILER OPERATOR	11
BOILER OPERATOR/MAINTENANCE REPAIRER	11
BRIDGE ATTENDANT	04
BRIDGE OPERATOR	05
BRIDGE REPAIRER	11
BUILDING MAINTENANCE WORKER	03
BUILDING SERVICE WORKER	03
CARPENTER	10
CHAUFFEUR	07
CHIEF FIRE INSTRUCTOR	16
CHIEF LOAN ADVISOR	24
CHIEF POLICE INSTRUCTOR	16
CLERK	02 *
CLERK BI-LINGUAL	03 *
CLERK STENOGRAPHER	06 *
CLERK TRANSCRIBER	05 *
CLERK TYPIST	04 *
COMPUTER SERVICE TECHNICIAN	24

<u>TITLE</u>	<u>RANGE</u>
COMPUTER SERVICE TECHNICIAN TRAINEE	16
COMPUTER OPERATOR	11
COMPUTER OPERATOR/PRINCIPAL	
COMPUTER OPERATOR TRAINEE	05
CONTROL ROOM OPERATOR/RECLAMATION CENTER	23
COOK	11
COORDINATOR RECYCLING PROGRAM	27
COORDINATOR OF VOLUNTEERS	16
COST ESTIMATOR PROPERTY IMPROVEMENT	14
COUNSELOR	19
DATA CONTROL CLERK	05 *
DATA CONTROL CLERK/TRANSCRIBER	08 *
DATA CONTROL CLERK-TYPING	05 *
DATA PROCESSING PROGRAMMER	24
DATA PROCESSING PROGRAMMER TRAINEE	16
DATA PROCESSING SYSTEMS PROGRAMMER	30
DATA PROCESSING TECHNICIAN	16
DELIVERY WORKER	05
DENTAL ASSISTANT	12
DENTAL HEALTH CONSULTANT	22
DENTAL HYGIENIST	32
DEPUTY WORK RELEASE ADMINISTRATOR	10
DIETICIAN	22
DOCKET CLERK	04 *
ELECTRONIC SYSTEMS TECHNICIAN	14
EMPLOYMENT COUNSELOR	19
EMPLOYMENT SPECIALIST	13
EMPLOYMENT TEST MONITOR	05*

<u>TITLE</u>	<u>RANGE</u>
ENGINEERING AIDE	10
ENTOMOLOGIST-MEC	21
ENVIRONMENTAL HEALTH TECHNICIAN	08
ENVIRONMENTAL HEALTH SPECIALIST	21
EQUIPMENT OPERATOR	14
EQUIPMENT OPERATOR/INSPECTOR MOSQUITO COMMISSION	14
EQUIPMENT OPERATOR MEC	14
EXHIBIT ARTIST	09
FIELD REPRESENTATIVE - DISEASE CONTROL	15
FIELD REPRESENTATIVE COUNTY BOARD OF TAXATION	15
FIRE PROTECTION INSPECTOR	29
FOOD SERVICE MANAGER	19
FOOD SERVICE WORKER	03
FORENSIC CHEMIST	22
GARAGE ATTENDANT	03
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 1	31
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 2	27
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 3	23
GRADUATE NURSE	16
HAZARDOUS WASTE OPERATOR/TRAINEE	18
HAZARDOUS WASTE OPERATIONS TECHNICIAN	27
HEAD COOK	21
HEAD HOUSEKEEPER	15

<u>TITLE</u>	<u>RANGE</u>
HEAD NURSE	32
HEALTH AIDE BILINGUAL	04 *
HEATING & AIR CONDITIONING MECHANIC	16
HEAVY EQUIPMENT OPERATOR	15
HEAVEY EQUIPMENT OPERATOR/ INSPECTOR MOSQUITO EXTERMINATION	15
HEAVY EQUIPMENT OPERATOR-MEC	15
HOSPITAL ATTENDANT	04
HOSPITAL ATTENDANT (CERTIFIED)	09
HOSPITAL UTILIZATION REVIEW COORD.	33
HOUSING INSPECTOR	13
HOUSING ASSISTANCE TECHNICIAN	13
INDEX CLERK	03 *
INDEX CLERK TYPIST	04 *
INSPECTOR	26
INSPECTOR TRAINEE MEC	08
INSPECTOR-MEC	11
INSTRUCTOR IN SERVICE NURSING	33
INVESTIGATOR COMMUNICABLE DISEASE	13
INVESTIGATOR CONSUMER PROTECTION	10
JOB DEVELOPER	13
JUVENILE DETENTION OFFICER	10
JUVENILE DETENTION OFFICER (CERTIFIED)	16
LABORATORY TECHNICIAN	13
LABORATORY TECHNICIAN WATER ANALYSIS	13
LABORER	08
LAUNDRY MANAGER	13
LAUNDRY WORKER	04
LIBRARIAN	27

<u>TITLE</u>	<u>RANGE</u>
LIBRARIAN CHILDREN'S	27
LIBRARIAN TECHNICAL SERVICES	27
LIBRARIAN REFERENCE	27
LIBRARY ASSISTANT	08*
LIBRARY ASSISTANT TYPING	04 *
LIBRARY CLERK DRIVER	07*
LOAN ADVISOR	19
LOAN ADVISOR PROPERTY IMPROVEMENT	19
MAIL CLERK	03
MAINTENANCE REPAIRER	14
MARSH SPECIALIST-MEC	13
MASON	10
MECHANIC	14
MECHANIC HYDRAULIC	30
MECHANIC/SUPERVISOR RECLAMATION CENTER	25
MECHANIC DIESEL MEC	18
MECHANIC-DIESEL	18
MECHANICS HELPER	10
MEDICAL RECORD CLERK	03 *
MEDICAL RECORD CLERK TYPING	04 *
MENTAL HEALTH WORKER	21
MICROFILM MACHINE OPERATOR	04 *
MICROFILM SYSTEMS SUPERVISOR	11 *

<u>TITLE</u>	<u>RANGE</u>
MUSEUM ATTENDANT	14
NARCOTIC CLINIC AIDE	09
NARCOTICS CLINIC SUPERVISOR	14
NARCOTICS COORDINATOR	19
NURSE COORD. PSYCHIATRIC THERAPY	20
OCCUPATIONAL THERAPIST	26
OMNIBUS OPERATOR	07
PAINTER	10
PATIENT ACTIVITIES COORDINATOR	09
PAYROLL CLERK TYPING	04*
PHYSICAL THERAPY AIDE	04
PHYSICAL THERAPY AIDE (CERTIFIED)	09
PILOT & AIRCRAFT MECHANIC, INSECT EXTERMINATION	25
PLANNER	23
PLANNER LAND USE	23
PLANNER, SOLID WASTE MANAGEMENT	23
PLANNING AIDE (SOLID WASTE)	15
PLUMBER	10
PRACTICAL NURSE	19
PRINCIPAL ACCOUNT CLERK	09 *
PRINCIPAL ACCOUNT CLERK TYPING	09 *
PRINCIPAL ALCOHOLISM COUNSELOR	17
PRINCIPAL CLERK	07 *
PRINCIPAL CLERK BI-LINGUAL	10 *
PRINCIPAL CLERK STENOGRAPHER	10 *
PRINCIPAL CLERK TRANSCRIBER	10 *
PRINCIPAL CLERK TYPIST	09 *
PRINCIPAL DATA CONTROL CLERK	10 *
PRINCIPAL DATA CONTROL CLERK TYPING	11 *
PRINCIPAL DATA ENTRY MACHINE OPER.	10 *

<u>TITLE</u>	<u>RANGE</u>
PRINCIPAL DOCKET CLERK	09 *
PRINCIPAL ENGINEERING AIDE	24
PRINCIPAL ENGINEERING AIDE/SIGNAL SYSTEMS TECHNICIAN 2	26
PRINCIPAL ENGINEERING AIDE/TRAFFIC ANALYST	26
PRINCIPAL ENGINEERING CLERK	12
PRINCIPAL ENGINEERING DRAFTSMAN/ TRAFFIC ANALYST	26
PRINCIPAL ENVIRONMENTAL SPECIALIST	30
PRINCIPAL FORENSIC SCIENTIST	30
PRINCIPAL INDEX CLERK	09 *
PRINCIPAL LIBRARIAN	29
PRINCIPAL LIBRARIAN CHILDREN'S	29
PRINCIPAL LIBRARIAN REFERENCE	29
PRINCIPAL LIBRARIAN TECHNICAL SERVICES	29
PRINCIPAL LIBRARY ASSISTANT	08 *
PRINCIPAL LIBRARY ASSISTANT TYPING	08 *
PRINCIPAL MEDICAL RECORDS CLERK TYPING	13 *
PRINCIPAL MICROFILM MACHINE OPER.	09 *
PRINCIPAL PAYROLL CLERK	09 *
PRINCIPAL PAYROLL CLERK/TYPING	09 *
PRINCIPAL PERSONNEL CLERK	09 *
PRINCIPAL PLANNER LAND USE	27
PRINCIPAL PLANNER SOLID WASTE MANAGEMENT	27
PRINCIPAL PLANNING AIDE	23
PRINCIPAL PURCHASING ASSISTANT/ TYPING	09 *

<u>TITLE</u>	<u>RANGE</u>
PRINCIPAL SANITARY INSPECTOR	30
PRINCIPAL YOUTH GROUP WORKER	25
PRINTING MACHINE OPERATOR 1	05
PRINTING MACHINE OPERATOR 3	16
PROBATE ASSISTANT	06 *
PROBATE CLERK TYPING	09 *
PROJECT DIRECTOR NUTRITION	16
PROGRAM ANALYST	13
PROGRAM COORDINATOR, SPECIAL EVENTS	16
PROGRAM DEVELOPMENT SPECIALIST YOUTH SERVICES	21
PROGRAM MONITOR	13
PROGRAM NUTRITIONIST	21
PROGRAM SPECIALIST ALCOHOL ABUSE ACTIVITIES	11
PSYCHIATRIC AIDE	11
PSYCHIATRIC SOCIAL WORKER	26
PSYCHIATRIC TECHNICIAN	08
PUBLIC HEALTH INVESTIGATOR	13
PUBLIC HEALTH LABORATORY TECHNICIAN	10
PUBLIC HEALTH NUTRITIONIST	19
PUBLIC SAFETY TELECOMMUNICATOR	20
PUBLIC SAFETY TELECOMMUNICATOR TRAINEE	15
PUBLIC WORKS INSPECTOR	26
PURCHASING ASSISTANT/TYPING	04 *
QUALITY ASSURANCE COORDINATOR HEALTH FACILITY	33
QUALITY ASSURANCE SPECIALIST HEALTH SERVICES	28
RABIES CONTROL OFFICER	05

<u>TITLE</u>	<u>RANGE</u>
RADIO DISPATCHER	04
RADIO TECHNICIAN	30
RANGE MASTER	24
RECEPTIONIST/TYPIST	04 *
RECEPTIONIST/TELEPHONE OPERATOR	03 *
RECEPTIONIST/TELEPHONE OPERATOR/ TYPING	04 *
RECORDS MANAGER	16
RECORDS RETRIEVAL OPERATOR	14
RECREATION AIDE	06
RECREATION SUPERVISOR	16
RECREATION THERAPIST	09
RECREATION THERAPY AIDE	09
REGRIGERATION MECHANIC	19
RESEARCH AIDE	11
RESEARCH ANALYST	21
RESEARCH ASSISTANT	21
RESIDENTIAL SERVICES WORKER	03
RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 1	20
RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 2	27
RESOURCE RECOVERY UTILITIES REPAIRER II	27
ROAD INSPECTOR	14
SANITARY INSPECTOR	22
SANITARY INSPECTOR TRAINEE	15
SEAMSTRESS	03
SECURITY GUARD	03
SENIOR ACCOUNT CLERK	07 *
SENIOR ACCOUNT CLERK TYPING	07 *

<u>TITLE</u>	<u>RANGE</u>
SENIOR ALCOHOLISM COUNSELOR	14
SENIOR ANIMAL ATTENDANT	10
SENIOR BUILDING MAINTENANCE WORKER	08
SENIOR BUILDING SERVICE WORKER	08
SENIOR CITIZEN PROGRAM AIDE	03
SENIOR CLERK	04 *
SENIOR CLERK BI-LINGUAL	05 *
SENIOR CLERK STENOGRAPHER	08 *
SENIOR CLERK TRANSCRIBER	08 *
SENIOR CLERK TYPIST	07 *
SENIOR COMPUTER COMMUNICATION TECHNICIAN	31
SENIOR COMPUTER OPERATOR	16
SENIOR COMPUTER SERVICE TECHNICIAN	31
SENIOR COOK	13
SENIOR COST ESTIMATOR PROPERTY IMPROVEMENT	19
SENIOR COUNSELOR	21
SENIOR COUNSELOR, PENAL INSTITUTIONS	19
SENIOR DATA CONTROL CLERK	09 *
SENIOR DATA CONTROL CLERK/TYPING	09 *
SENIOR DATA CONTROL CLERK TRANSCRIBER	10 *
SENIOR DATA ENTRY MACHINE OPERATOR	07 *
SENIOR DATA PROCESSING PROGRAMMER	30
SENIOR DATA PROCESSING SYSTEMS PROGRAMMER	35
SENIOR DOCKET CLERK	07 *
SENIOR EMPLOYMENT SPECIALIST	22
SENIOR ENGINEER	34
SENIOR ENGINEER CIVIL	34

<u>TITLE</u>	<u>RANGE</u>
SENIOR ENGINEER HIGHWAY	34
SENIOR ENGINEER TRAFFIC	34
SENIOR ENGINEERING AIDE	12
SENIOR ENVIRONMENTAL SPECIALIST	26
SENIOR FIELD REPRESENTATIVE DISEASE CONTROL	22
SENIOR FIRE INSTRUCTOR	18
SENIOR FOOD SERVICE WORKER	08
SENIOR FORENSIC CHEMIST	26
SENIOR GARAGE ATTENDANT	06
SENIOR HOSPITAL ATTENDANT (CERTIFIED)	11
SENIOR HOSPITAL ATTENDANT	07
SENIOR HOUSING ASSISTANCE TECHNICIAN	16
SENIOR HOUSEKEEPER	08
SENIOR HOUSING ASSISTANT TECHNICIAN	16
SENIOR HOUSING INSPECTOR	18
SENIOR INDEX CLERK	05 *
SENIOR INSPECTOR MEC	15
SENIOR INTAKE RECRUITER/JTPA	13
SENIOR INVESTIGATOR CONSUMER PROTECTION	16
SENIOR JOB DEVELOPER	22
SENIOR JUVENILE DETENTION OFFICER	15
SENIOR JUVENILE DETENTION OFFICER (CERTIFIED)	19
SENIOR LABORATORY TECHNICIAN	17
SENIOR LAUNDRY WORKER	07
SENIOR LEASED HOUSING SPECIALIST	16
SENIOR LIBRARIAN	28

<u>TITLE</u>	<u>RANGE</u>
SENIOR LIBRARIAN REFERENCE	28
SENIOR LIBRARIAN TECHNICAL SERVICES	28
SENIOR LIBRARY ASSISTANT	06 *
SENIOR LIBRARY ASSISTANT TYPING	06 *
SENIOR LIBRARY CLERK DRIVER	08*
SENIOR LOAN ADVISOR	21
SENIOR MAIL CLERK	05
SENIOR MAINTENANCE REPAIRER	16
SENIOR MAINTENANCE REPAIRER ELECTRICIAN	12
SENIOR MEDICAL RECORDS CLERK TYPING	05 *
SENIOR MICROFILM MACHINE OPER.	07 *
SENIOR OFFSET MACHINE OPERATOR	10
SENIOR PAYROLL CLERK	07 *
SENIOR PAYROLL CLERK/TYPING	07 *
SENIOR PERSONNEL CLERK	07 *
SENIOR PLANNER	27
SENIOR PLANNER SOLID WASTE MANAGEMENT	27
SENIOR PLANNING AIDE	19
SENIOR PRACTICAL NURSE	21
SENIOR PROBATE CLERK TYPING	10 *
SENIOR PUBLIC HEALTH INVESTIGATOR	17
SENIOR PUBLIC HEALTH LABORATORY TECHNICIAN	17
SENIOR PUBLIC SAFETY TELECOMMUNICATOR	27
SENIOR PURCHASING ASSISTANT/TYPING	07 *
SENIOR RADIO DISPATCHER	12

<u>TITLE</u>	<u>RANGE</u>
SENIOR RECEPTIONIST/TELEPHONE OPERATOR	07 *
SENIOR RECREATION THERAPIST	11
SENIOR RESEARCH ANALYST	28
SENIOR ROAD INSPECTOR	24
SENIOR SANITARY INSPECTOR	26
SENIOR SANITATION INSPECTOR	18
SENIOR SECURITY GUARD	05
SENIOR SITE MANAGER	08
SENIOR SIGN DESIGNER PROCESSOR LETTERER	14
SENIOR SOCIAL WORKER INSTITUTIONS	22
SENIOR STATIONARY ENGINEER	16
SENIOR STOREKEEPER	10
SENIOR TECHNICAL ASSISTANT/MIS	29
SENIOR TELEPHONE OPERATOR	07 *
SENIOR TELEPHONE OPERATOR TYPING	07 *
SENIOR TELEPHONE OPERATOR RECEPTIONIST	07 *
SENIOR TIMEKEEPER TYPING	10 *
SENIOR TRAFFIC MAINTENANCE WORKER	15
SENIOR TRAFFIC SIGNAL ELECTRICIAN	18
SENIOR TREE CLIMBER	17
SENIOR WEIGHMASTER	19
SIGN DESIGNER PROCESSOR LETTERER	11
SIGN MAKER 4	22
SITE MANAGER NUTRITION PROJECT	05
SOCIAL WORKER	21
SOCIAL WORKER AGING	21
SOCIAL WORKER INSTITUTIONS	21

<u>TITLE</u>	<u>RANGE</u>
SOCIAL WORKER JUVENILE REHABILITATION	21
SOCIAL WORKER NURSING HOME	21
STATIONARY ENGINEER	14
STOCK HANDLER	05
STOREKEEPER	07
SUPERVISING ACCOUNT CLERK	13 *
SUPERVISING ACCOUNT CLERK TYPING	13 *
SUPERVISING ALCOHOLISM COUNSELOR	18
SUPERVISING ANIMAL ATTENDANT	18
SUPERVISING CLERK	11 *
SUPERVISING CLERK STENOGRAPHER	14 *
SUPERVISING CLERK TRANSCRIBER	12 *
SUPERVISING CLERK TYPING	11 *
SUPERVISING COMPUTER OPERATOR	20
SUPERVISING DATA CONTROL CLERK	12 *
SUPERVISING DATA CONTROL CLERK TYPIST	12
SUPERVISING DOCKET CLERK	13 *
SUPERVISING ENGINEERING AIDE	31
SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST	30
SUPERVISING GROUNDSKEEPER	15
SUPERVISING HEATING & AIR CONDITIONING MECHANIC	22
SUPERVISING INDEX CLERK	11 *
SUPERVISING INVESTIGATOR CONSUMER PROTECTION	20
SUPERVISING JUVENILE DETENTION OFFICER	20
SUPERVISING JUVENILE DETENTION OFFICER (CERTIFIED)	23

<u>TITLE</u>	<u>RANGE</u>
SUPERVISING LIBRARIAN	30
SUPERVISING LIBRARIAN CHILDRENS	30
SUPERVISING LIBRARIAN REFERENCE	30
SUPERVISING LIBRARIAN TECHNICAL SERVICES	30
SUPERVISING LIBRARY ASSISTANT	11 *
SUPERVISING LIBRARY ASSISTANT TYPING	11 *
SUPERVISING LIBRARIAN/SYSTEMS ANL.	31
SUPERVISING MAINTENANCE REPAIRER	24
SUPERVISING MECHANIC	22
SUPERVISING ROAD INSPECTOR	26
SUPERVISING TELEPHONE OPERATOR	10 *
SUPERVISOR BUILDING SERVICE	15
SUPERVISOR CENTRAL MAILING ROOM	09
SUPERVISOR OF LABORATORIES (CLINICAL & WATER ANALYSIS)	22
SUPERVISOR OF RECREATION	14
SUPERVISOR TRAFFIC MAINTENANCE	19
SYSTEMS ANALYST	35
SYSTEMS ANALYST/SUPERVISING LIBRARIAN	31
TEACHER	21
TEACHER JUVENILE DETENTION CENTER	21
TECHNICAL ASSISTANT LAND USE	27
TECHNICAL ASSISTANT/MIS	28
TELEPHONE OPERATOR	03 *
TELEPHONE OPERATOR TYPING	04 *
TIMEKEEPER	08 *
TIMEKEEPER TYPING	08 *
TIRE SERVICE REPAIRER	11
TRAFFIC MAINTENANCE SUPERVISOR	22

<u>TITLE</u>	<u>RANGE</u>
TRAFFIC MAINTENANCE WORKER	11
TRAFFIC SIGNAL ELECTRICIAN	14
TRAINEE WEIGHTS & MEASURES	04
TRAINING OFFICER, JUVENILE DETENTION	21
TRAINING OFFICER, LAW ENFORCEMENT	15
TRUCK DRIVER	11
TREE CLIMBER	11
WARD CLERK	02 *
WARD-CLERK TYPING	04 *
WEIGHMASTER	16
WELDER	10
WORK RELEASE ADMINISTRATOR	21
YOUTH GROUP WORKER	21

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NOTE: All positions are considered forty (40) hours per week except those indicated by an asterisk (\*), which are thirty-five (35) hours per week.

Exhibit B, 2003-2006 Salary Ranges

2003		2004		2005		2006		
Range	Minimum	Maximum	Range	Minimum	Maximum	Range	Minimum	Maximum
02	17,767	28,800	02	19,117	29,744	02	21,917	32,171
03	18,385	29,874	03	19,735	31,069	03	22,535	33,604
04	19,001	31,211	04	20,351	32,459	04	23,151	35,108
05	19,618	32,616	05	20,968	33,921	05	23,768	36,689
06	20,235	33,786	06	21,585	35,148	06	24,385	38,016
07	20,852	35,023	07	22,202	36,424	07	25,002	39,396
08	21,469	36,239	08	22,819	37,751	08	25,619	40,831
09	22,084	37,626	09	23,434	39,131	09	26,234	42,324
10	22,702	39,006	10	24,052	40,566	10	26,852	43,876
11	23,319	39,904	11	24,669	41,500	11	27,469	44,887
12	23,935	40,823	12	25,285	42,456	12	28,085	45,920
13	24,553	41,766	13	25,903	43,437	13	28,703	46,981
14	25,169	42,733	14	26,519	44,442	14	29,319	48,069
15	25,786	43,729	15	27,136	45,472	15	29,936	49,182
16	26,403	44,738	16	27,753	46,528	16	30,553	50,324
17	27,020	45,778	17	28,370	47,609	17	31,170	51,494
18	27,637	46,832	18	28,987	48,497	18	31,787	52,455
19	28,253	47,501	19	29,603	49,401	19	32,403	53,432
20	28,870	48,389	20	30,220	50,325	20	33,020	54,431
21	29,487	49,295	21	30,837	51,267	21	33,637	55,450
22	30,104	50,211	22	31,454	52,226	22	34,254	56,487
23	30,721	51,160	23	32,071	53,206	23	34,871	57,548
24	31,337	52,121	24	32,687	54,206	24	35,450	58,629
25	31,954	53,100	25	33,304	55,224	25	36,022	59,730
26	32,572	54,101	26	33,875	56,265	26	36,639	60,856
27	33,190	55,120	27	34,845	57,325	27	37,797	62,003
28	34,629	56,160	28	36,014	58,406	28	38,953	63,172
29	35,654	57,221	29	37,080	59,510	29	40,106	64,366
30	36,682	58,302	30	38,149	60,634	30	41,262	65,582
31	37,706	59,407	31	39,214	61,783	31	42,414	66,825
32	38,734	60,532	32	40,283	62,953	32	43,570	68,090
33	39,759	61,680	33	41,349	64,147	33	44,723	69,382
34	40,786	62,851	34	42,417	65,365	34	45,879	70,699
35	41,812	64,046	35	43,484	66,608	35	47,033	72,043