

2007 -- 2010

AGREEMENT

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 Exhibits A-D.

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

The promotional allowance for 35 hour/ week employees shall be \$1,750 or the minimum of the new range, whichever is greater. For 40 hour employees, \$2,000 or the minimum of the new range, whichever is greater. For 40 hour employees who are promoted to the head of a distinct unit and who have reached the top title in their respective title series (top title used by County in their dept.), the promotional allowance shall be \$2,400 or the minimum of the new range, whichever is greater. The latter allowance shall apply to Librarians who are assigned to supervise a Library branch. County management retains the sole discretion to establish and eliminate distinct units.

Employees who are demoted to a prior title shall be paid what they would have earned had they continuously served in the lower title.

The County Administrator or Director of Human Resources will make equity adjustments for employees promoted prior to this Contract making a salary less than a coworker promoted under the current Contract (based upon similar length of service, time in title or other factors). The County will notify the union prior to making the equity adjustments.

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:

A. 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.

1. Effective and retroactive to January 1, 2007, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2006, shall receive an increase of \$1,550 or 3.8%, whichever is greater, added to the employee's 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, 2008, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2007, shall receive an increase of \$1,600 or 4.1%, whichever is greater, added to the employee's 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, half payable the second pay in January and the other half payable the second pay in June. However, if the lump sum amount is \$500 or less, it may all be paid on the second pay date in January.

3. Effective January 1, 2009, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2008, shall receive an increase of \$1,625 or 4.1%, whichever is greater, added to the employee's 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 half payable the second pay in January and the other half payable the second pay in June. However, if the lump sum amount is \$500 or less, it may all be paid on the second pay date in January.

4. Effective January 1, 2010, employees who have been on the payroll and have maintained continuous full time employment since on or before September 30, 2009, shall receive an increase of \$1,650 or 4.0%, whichever is greater, added to the employee's 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 half payable the second pay in January and the other half payable the second pay in June. However, if the lump sum amount is \$500 or less, it may all be paid on the second pay date in January.

B. Adjustment of salary ranges

Effective January 1, 2007 and every year thereafter, maximum salary ranges shall be increased by \$1,500 and minimum salary ranges shall be increased by \$1,000 as set forth in the attached addendum entitled "2007-2010 Salary Range Addendum."

ARTICLE IV ADDITIONAL COMPENSATION:

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

B. Training: For employees in whom the County invests monies for training in excess of \$2,500 in a calendar year, said employees shall remain in County service for 12 months from the date the training is complete or shall repay the County on a pro-rata basis for the costs of the training expended by the County as certified by the Treasurer's Office. This section shall not apply to training paid through State, federal and/or grant funding.

Travel/ training expenses: Once approved, departments shall arrange payments/ send vouchers directly to vendors.

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

1. General Policy: Permanent, full-time employees or full-time provisional employees with one year of service 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 Director of Human Resources. An employee seeking to take classes for the following year must declare his or her intention to take classes by September 30th of the current year, to include an estimate number of credits to be pursued.

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, up to nine (9) credits per year.

The County shall reimburse employees within 60 days of receiving the completed submission of all necessary documentation. The County shall allocate up to \$50,000 per year for tuition reimbursement for employees covered by this labor agreement.

For permanent, full time employees, the Board will continue its policy of reimbursing employees for tuition up to the cost of three undergraduate credits at the standard, in-State undergraduate rate at Rutgers, the State University. The maximum annual reimbursement shall be limited to the tuition cost of nine undergraduate credits. The parameters outlined above shall apply to the programs explained below unless specifically modified.

2. Special Program for courses taken at Burlington County College ("BCC"):

Permanent full time employees or full time employees with one year of full-time service shall be eligible for tuition and standard fees reimbursement at BCC for courses taken in pursuit of a specific degree (such as an Associate's degree). Standard fees shall include the General, Student Activity and Technology fees, but shall exclude all other fees or costs such as books, parking, etc. The total reimbursement for fees per course shall not, however, exceed 35% of the cost of course tuition. A laboratory fee for a science course may also be covered subject to approval by the Director of Human Resources.

For the first course taken at BCC, the employee shall remain in County service for a period of six (6) months after completion of the course. For all additional courses, the employee shall remain in County service for a period of three (3) months after completion of the course. The commitment required for each course taken shall be cumulative.

Employees shall be eligible for a maximum of eighteen (18) credits per year for courses taken at BCC in pursuit of a specific degree. The County will not, however, cover the cost of any non-credit, remedial courses.

For employees wishing to take courses at BCC other than in pursuit of a specific degree, the terms of the special program above shall continue to apply. However, employees shall be eligible for a maximum of nine credits per year.

For employees seeking to earn a Bachelor's in Arts or Bachelor's in Science degree through a cooperative undergraduate program between BCC and an accredited four year program, the County will permit tuition (only) reimbursement of up to six (6) credits per semester at the Rutgers University in-State undergraduate tuition rate up to a maximum of fifteen

(15) credits per year. For employees seeking to earn a bachelor's degree through a program other than a BCC cooperative agreement, the County will permit tuition (only) reimbursement up to a maximum of nine (9) credits per year at the Rutgers rate stated above. Employees shall continue to work in County service for a period of three months per three credit course after the initial six month commitment for the first course.

For employees seeking to earn a bachelor's degree, the degree must be in a field of County government service in order to be approved for tuition reimbursement. All courses taken as electives to the bachelor's degree must be job related. "Job related" for undergraduate elective courses shall be loosely construed.

For any and all courses taken above, should an employee fail to meet the required commitment to remain in County service, the employee shall reimburse the County for all tuition (and fee) reimbursements paid by the County on behalf of said employee.

3. Graduate School:

For employees seeking to earn a graduate degree or pursuing job-related graduate courses, permanent full time employees or full-time employees with one year of service 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 Director of Human Resources. "Job related" for graduate school courses shall be strictly construed.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "B" 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 (tuition only) reimbursement shall be limited to the equivalent cost of nine (9) credits per year at the Rutgers University Graduate School in-State tuition rate.

4. Technical or Trade School programs:

For employees wishing to enroll in a program at a technical or trade school in pursuit of a certification or other approved course of study, the County shall cover the cost of tuition at the BCC rate per credit for courses successfully completed up to a maximum of 18 credits per year. For the purposes of determining the value of a credit, fifteen hours of class time shall be equal to one credit. General, required fees may be reimbursed subject to the approval of the Director of Human Resources, but may not exceed 25% of the cost of tuition per course. Employees shall continue to work in County service for a period of three months per three credit course after the initial six month commitment for the first course.

5. Special Program for Nursing:

For recent graduates of approved nursing programs that have enabled the person to become employed with the County as a full-time Licensed Practical Nurse (LPN) or Registered Nurse (RN), the County shall institute a special tuition forgiveness program as explained below. In order to be eligible for forgiveness, the employee must maintain continuous employment for the six month period preceding payment as outlined below. Continuous employment shall mean the employee must have physically worked for the entire period. In order to be eligible for forgiveness, the employee must be actively employed on the date of payment.

| Title: | Period of Work: | Reimb. Date | Reimb. Amount |
|--------|-----------------|---------------------|---------------|
| RN | 1/1 to 6/30 | following September | \$650 |
| LPN | 1/1 to 6/30 | following September | \$500 |
| RN | 7/1 to 12/31 | following March | \$650 |
| LPN | 7/1 to 12/31 | following March | \$500 |

Employees may be eligible for forgiveness up to a period of five years from the date of graduation. In order to obtain forgiveness, an employee must supply proof of the date of graduation (e.g., a graduation certificate) and proof of outstanding debt (e.g., current student loan statements). The forgiveness period shall end on the reimbursement date nearest the 5th year anniversary of the graduation or whenever the employee has satisfied his/her student loans, whichever is sooner. In no circumstances shall the County pay reimbursement for tuition when another reimbursement source (such as VA benefits) is available. Employees may earn a lifetime maximum of \$5,000 in forgiveness.

ARTICLE V 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.

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.

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 VI WORK SCHEDULES:

"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 in Exhibit B.

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. Management shall notify the union of any new work schedules prior to implementing the same.

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. See department-specific articles for additional work schedules that may apply.

4. Notwithstanding the schedules 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. Breaks: All employees shall receive two ten (10) minute breaks, one in the morning and one in the afternoon.

E. For the efficiency of service or the good of the public, the County may change the work schedules or work location 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. In cases of emergency, employees may not receive 10 days notice of a change in work locations.

F. 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 otherwise provided in other articles of this agreement.

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.

B. Call-In: 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/Cell Phone

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 or cell phone, compensation at the rate of one (1) hour pay or time off shall be granted for every eight (8) hours on beeper or cell phone 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 \$4,500 annually for 2007 to 2009 and \$5,000 for 2010. Employees who are eligible for compensation under this provision shall be obligated to carry beepers or cell phones and respond to beeper or cell phone pages for the entire calendar year.

Employees who are required to carry cell phones during working hours [without additional compensation] must sign a Verification of Receipt form.

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

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 | \$5.00 | Dinner | \$10.00 |
| Lunch | \$7.50 | Midnight Snack | \$5.00 |

Breakfast: the two hour period prior to the start of the normal workday (applies seven days/week)

Dinner: the two hour period after the end of the normal workday (applies seven days/week)

Midnight snack: for work performed on any day of the week from 12:00 AM to 2:00 AM (applies 7 days/week)

Lunch: on Saturdays, Sundays and holidays: the two hour period in the middle of the ordinary workday when lunch is customarily taken. (applies 2 days/week plus holidays)

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: 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.

ARTICLE VIII 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. 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 of two hours or more 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. This provision shall not be abused.

C. 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. This paragraph shall apply to employees of the Library.

D. Holiday Pay

1. Employees at Buttonwood Hospital, Public Safety Services, Post House, the Juvenile Detention Center, Data Control Clerks in the Detention Facility, and 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 ½) times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

ARTICLE IX 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. All vacation time shall be credited in hours.

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:

| | | |
|-----------------------------|---------------|---------------|
| | <u>40 Hr.</u> | <u>35 Hr.</u> |
| 1 year and up to 5 years | 96 hrs. | 84 hrs. |
| after 5 and up to 12 years | 120 hrs. | 105 hrs. |
| after 12 and up to 20 years | 160 hrs. | 140 hrs. |
| after 20 years and over | 200 hrs. | 175 hrs. |

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. Time worked in permanent, part-time service, however, shall count toward years of service for vacation calculations.

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 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. All personal leave time shall be credited in hours. A 40 hour employee shall be credited with 24 hours while a 35 hour employee shall be credited with 21 hours. 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 XI SICK LEAVE:

Full-time employees in the County service shall be entitled to sick leave with pay in accordance with the following schedule. All sick time shall be credited in hours.

A. New employees shall receive one (1) working day (8 hours for a 40 hour employee or 7 hours for a 35 hour employee) 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 (4 hours or 3.5 hours) 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 (8 hours or 7 hours) 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. 40 hour employees shall receive 120 hours of sick time, while 35 hour employees shall receive 105 hours.

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. Prescheduled sick time may be taken in half hour blocks upon approval of the employee's department head, and shall not be used as an excuse for lateness.

2. 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, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. 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.

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, which shall include a statement that the employee has been cleared to return to work, full duty (or light duty as permitted by departmental policy).

For all doctor's notes: faxed copies of notes will be accepted on the day the employee returns to work with a hard copy to follow within three (3) business days.

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 the merit of the request.

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 BEREAVEMENT:

Credited sick leave, for up to five (5) working days may be requested for a death in the immediate family as defined under the Article entitled "Sick Leave." Upon request and approval of the Department Head, the definition of "immediate family" may be expanded. If sick leave is exhausted, Holiday, Compensatory, Personal and Vacation time (in that order) may be used for bereavement leave.

ARTICLE XIII 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.

An employee seeking a leave of absence shall file a request for such by submitting a County "Leave Request Form" to his/ her department head or the department head's designee. The "Certification of Healthcare Provider" form shall be filed directly with the Department of Human Resources.

Employees must use all credited sick time during an approved FMLA/NJFLA absence.

B. An employee may use all categories of accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust all categories of 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 XIV 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 XV 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 XVI 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. All employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

| | <u>Doctor's visits</u> | <u>Prescription Generic</u> | <u>Brand Preferred</u> | <u>Brand Non-Pref.</u> |
|-----------|------------------------|-----------------------------|------------------------|------------------------|
| 09/01/07: | \$20.00 | \$0.00 | \$25.00 | \$40.00 |
| 01/01/08: | \$20.00 | \$0.00 | \$25.00 | \$40.00 |
| 01/01/08: | \$20.00 | \$0.00 | \$30.00 | \$45.00 |
| 01/01/10: | \$20.00 | \$0.00 | \$30.00 | \$45.00 |

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

09/01/07-12/31/10: \$50.00

Effective 1/1/08, the County shall furnish annual dependent gynecological exams.

The annual deductible for using out-of-network providers shall be \$400 for single coverage and \$600 for family coverage.

After the first 90 days a prescription has been filled, all maintenance medications (with the exception of insulin for diabetics) must be filled via Mail Order (examples of maintenance medications include high blood pressure, cholesterol, kidney and heart medications, etc.). Effective 1/1/08, Mail Order medications for a 90 day supply shall cost one-and-a-half times (1.5x) the applicable retail co-pay indicated above.

All prescription medications must be processed through a pharmaceutical clinical case management program through the prescription third-party administrator (TPA). As a pre-condition to using the prescription benefits plan, all employees must sign a HIPAA compliant release enabling the health benefits third-party administrator to share protected health information (PHI) with the prescription benefits TPA.

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) 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, the County shall give the union at least 30 days advance notice, 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, provided completed enrollment forms are returned to the Benefits Office within the required timeframe.

4. Effective January 1, 2008, the County shall furnish an annual stipend for opting out of the County's health benefits plan (medical and Rx – so long as employee furnishes proof of other coverage) in the amount of \$750 payable in November of 2008, 2009 and 2010. An employee who experiences a catastrophic life event wherein other, available coverage is lost shall be automatically reenrolled in the County's plan.

5. When an employee is in a suspension or W status for more than 10 days in a month, his/her benefits will expire at the end of that month. Benefits shall be restored the first of the month after the employee has resumed working an average of 30 hours per week over the course of a month (provided that completed enrollment forms are returned to the Benefits Office within the required time frame).

B. Dental:

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

Effective January 1, 2008, employees shall contribute the following amounts each pay period (to be deducted from bi-weekly paychecks twice per month):

\$8.00 (single)

\$10.00 (two or more persons)

To off-set the cost of the dental contributions, employees may sign up under IRS Sec. 125 to have the dental contributions funded with pre-tax dollars.

Employees who provide proof of dental coverage elsewhere (for self and any dependents) may elect a non-stipend opt-out for dental coverage. Similarly, for couples employed by the County, one spouse may opt-out of dental coverage so long as s/he becomes a dependent on the remaining spouse's policy (earlier date of hire remains subscriber).

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. Effective January 1, 2008, the maximum payable by the carrier for services other than orthodontic benefits shall be two thousand dollars (\$2,000) per eligible patient in any calendar year.

b. Effective January 1, 2008, Orthodontic benefits for new cases are subject to a two thousand dollar (\$2,000) maximum per lifetime, which is separate from the maximum mentioned above.

C. Eye Med Vision Care: Employees shall be offered participation in the Eye Med Vision Care plan.

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. IRS plans

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 unreimbursed medical and dependant care expenses.

G. Employee Assistance Program (EAP)

The County shall guarantee a traditional EAP (at no cost or co-pay) for employees for a minimum of two years which shall be renewed so long as at least four percent (4.0%) of unit members/ dependents use the program.

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. 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 XVI, 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. Twenty-five (25) years of service, for the purposes of health benefits in retirement, shall include a minimum of twenty years of full-time service, with the last five years of service being full-time. 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. If an employee has taken a leave of absence in the twelve months preceding retirement, the employee shall have coverage for the difference between the amount of leave previously taken and the 90 days heretofore described.

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

E. Ergonomics: The County and union shall periodically meet to discuss practices for the arranging of work stations (desks, chairs, etc.) of employees who spend a majority of their work-time with a video display terminal.

ARTICLE XIX 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, gender expression (as defined under NJ State law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. 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.

The Union and the County shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age, or physical condition.

ARTICLE XX 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 XXI 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 XXII 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 XXIII 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.

For contract negotiations, the union shall be permitted to bring up to 10 employee representatives to comprehensive bargaining sessions and two employee representatives to department caucuses.

B. The Union shall be granted an aggregate of one hundred (100) paid and one hundred (100) unpaid days, per annum, 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:

All members of CWA shall be eligible to participate in a credit union sponsored and approved by CWA subject to all terms and conditions established by CWA 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 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 and the employee.

4. County Held Harmless:

CWA 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 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 (NJDOP) the package that NJDOP 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 XXIV 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 XXV AGENCY SHOP:

A. Purposes of Fee

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, 2007 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 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 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.

"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. Procedures¹

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

¹Variations 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."

grievant shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head or designee (who shall not be a member of the bargaining unit) who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. The decision of the Department Head or designee 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 Director of Human Resources or Clerk/Administrator of the Board of Freeholders within said ten (10) working day period.

STEP 2:

Upon receipt of an adverse determination by the Department Head or designee, the grievant or Union representative shall have a period of days ten (10) days to appeal such determination to the Director of Human Resources, Clerk/Administrator of the Board or designee who shall schedule, hear and determine the grievance within fifteen (15) working after receiving it. The Director of Human Resources, 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 Director of Human Resources or Clerk/Administrator within said fifteen (15) working day period.

STEP 3:

Upon receipt of an adverse determination of the Director of Human Resources, 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. 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.

12. The County agrees to provide the union with copies of the Contract Referee's written decisions, and to both the union and employee if an employee declines representation only in the event the Contract Referee is unable to do so.

13. The County will send the union copies of all grievances not filed by staff representatives of the Local.

ARTICLE XXVIII DISCIPLINE:

A. General Rules:

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. However, counseling shall not be grievable.

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

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. Employees shall be permitted to forfeit paid vacation time in lieu of serving suspensions for time and attendance violations; but for all other offenses, subject to management's discretion.

8. 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.

B. Representation:

If a department's shop steward is not available, the County shall permit a union steward from another department located on the same campus as the employee works to represent the employee in disciplinary hearings and/or interviews so long as the borrowed steward's absence would not unduly disrupt the operations of his/her own department. Campuses for the purposes of this provision are Mt. Holly, Westampton, Mt. Laurel and Pemberton.

C. Disciplinary Hearings:

All initial disciplinary hearings shall be scheduled while employees are working. However, if an initial hearing (e.g., first level of discipline) cannot be scheduled during an employee's scheduled work hours, the employee shall be compensated for time spent at the hearing at the employee's regular rate (straight time).

D. Attendance and Lateness:

1. Absence Without Leave: Any unauthorized absence of an employee from duty shall be an absence without leave ("W" day) and is cause for disciplinary action. For the purposes of discipline, two consecutive W days in a rolling 12 month period shall constitute one offense.

2. Employees shall report to work on time or call their department head prior to the start of their shift to report being late. Sick time may not be substituted for lateness.

Lateness/ Docking policy: 1 – 7 minutes late: No docking.
8 – 22 minutes: 15 minutes of pay

23 to 37 minutes: 30 minutes of pay
38 to 52 minutes: 45 minutes of pay
53 to 67 minutes: 60 minutes of pay

E. Provisional Employees:

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.

ARTICLE XXIX WORK CLOTHING:

A. Uniform Allowance:

Effective upon the signing of this contract, and as indicated in department specific articles within this agreement, 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). In 2008, said allowance shall increase to two hundred and fifty dollars (\$250). Eligible employees shall be defined as those titles presently listed in Appendix E. The method for providing this allowance shall be as outlined below.

B. Property Damage:

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. Additional titles covered by the provisions of this article shall include Narcotic Clinic Aides at Post House, Park Rangers in Resource Conservation, employees in the Juvenile Detention Officer title series and Long Term Care employees at Buttonwood Hospital. 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.

C. General Principles:

This article on uniforms shall apply to all employees represented by CWA for whom the County supplies uniforms, garments or work clothing (hereafter collectively “clothing”). Subject to the areas that are negotiable between the County and the union, the County reserves its right to determine the quantities, qualities, styles, colors, uses, features, etc., of any and all clothing supplied by the County to the workforce. However, in the event the County decides to materially change the type of required clothing, the County shall meet with the union 30 days prior to the effective date of change to address the potential impact of such change.

For employees whose clothing is furnished by way of non-sustaining revenues (such as grant or trust fund programs), such clothing will only be provided to the extent such non-sustaining revenue funds are available or as permitted under the terms of the grant or trust. However, if such funds are unavailable, the County agrees to reopen negotiations with the union.

D. Work Attire and Returns:

For all employees required to wear clothing by the County, such employees must wear the clothing during all working hours unless excused by the department head or his/her designee, or on account of a valid medical excuse of limited duration. Aside from coming and going to work, clothing furnished by the County should not be worn other than during normal working hours (or approved overtime). [For a medical excuse to be valid, an employee must submit a signed report from a physician explaining the medical condition underlying the request and the anticipated duration of the medical condition. Requests may be granted if the essential functions of the employee’s position can be accomplished without the uniform and/or mandatory PPE/ safety equipment is not needed for the period of the request.]

Any garments that bear a County logo or that have a County emblem or other County identification affixed must be returned to the County at the time new clothing is furnished to the employee (or the current clothing is worn out). In the case of an employee whose employment is terminated for any reason, all such clothing must be returned to the County prior to receiving the last paycheck. For persons employed in the “Security” category below, all issued clothing must be returned upon cessation of employment. The employee’s last paycheck shall be withheld for a period of up to 30 days until the clothing is returned. Thereafter, the matter will be referred to the Legal Department.

E. Provision of Clothing:

Each year, the County's Purchasing Division shall make arrangements for the purchase of acceptable clothing for departments heads who, shall in turn, designate clothing articles for eligible employees to select by way of an Order Form. Employees eligible to receive a clothing allowance shall select articles of clothing up to the amount of their approved clothing allowance, subject to final approval by the department head. Employees may choose to set aside a portion of their approved clothing allowance for reimbursement of dry cleaning expenses. Receipts for such expenses shall be submitted to the department head or designee on May 15th and November 15th of each year of the agreement.

For employees eligible to receive a clothing maintenance allowance, said allowance shall be utilized to purchase articles of clothing on or around May 1st (for Fall/Winter clothing) and November 1st (for Spring/Summer clothing) of each year of this agreement and shall be pro-rated based upon the amount of time the employee worked the preceding year. Paid sick, vacation and personal time shall be considered time worked as well as all unpaid time totaling 12 days or less in a calendar year. All periods of service interrupted for more than 12 total days due to W days, unpaid leaves of absence and suspensions, shall not be counted as time worked.

F. Categories of Clothing:

For the purposes of this Article, there shall be three categories of employees for whom clothing shall be furnished. The categories are Security, Medium Blue Collar, and Light Blue or White Collar. A fourth category for Heavy Blue Collar shall be limited to employees assigned to specific jobs whereby rental clothing is more feasible than take-home clothing. Employees holding supervisory titles may be required to wear, in management's discretion, clothing that identifies their status as supervisors.

For new titles created during the course of the contract for which the County desires to supply uniforms, the County and the union shall meet to discuss the appropriate category to which to assign the titles.

Personal Protective Equipment as required by OSHA or PEOSH shall continue to be supplied in accordance with County policy as recommended by County Risk Management and approved by the County Administrator or the Director of Human Resources.

1. Security:

Employees whose primary duties are to enforce County rules and regulations and who are required to complete, traditional style uniforms that connote a position of authority shall be supplied with clothing as outlined in Appendix E.

Employees shall be supplied with an initial issue of clothing at the time they are hired as specified by department policy or as outlined elsewhere in the union contract. In subsequent

years, employees shall be furnished with a uniform allowance as negotiated between the parties and to be used in accordance with the guidelines above.

Note: This article shall supplement, but not alter existing departmental uniform policies for employees in the affected titles.

2. Medium Blue Collar:

Titles in this category are those where employees' uniforms are likely to get dirtied by exposure to outdoor working conditions, or indoor working conditions where physical labor is required. Title Series assigned to this category are as listed in Appendix E. Titles that may meet all or a portion of the intent of this category may be found in specific departmental articles.

At or around the time of hire, new employees shall be supplied with five (5) shirts (short sleeve for Spring/Summer or long sleeve for Fall/ Winter) as furnished by their department. After the employee has completed the probationary period (or after the first 90 days of employment for provisional employees) an initial issue of clothing shall be furnished to new employees which shall encompass the following garments:

- Five (5) shirts (for the season not furnished at the time of hire)
- Two (2) standard sweatshirts
- Five (5) pairs of work jeans
- One (1) winter coat

[Note: for employees in the Medium Blue Collar category who do not perform outdoor work, a winter coat shall not be supplied.]

Employees who receive an initial issue in any given year will not be eligible for a clothing allowance until the following calendar year. In subsequent years, employees shall be furnished with a uniform allowance as negotiated between the parties and to be used in accordance with the guidelines above.

3. Light Blue/ White Collar:

Titles in this category are employees who directly interface with members of the public outside of traditional County office environments, or who serve in safety-sensitive positions where uniformity of clothing is necessary for departmental identification. This category may include those performing field work or who represent the County at public functions, conferences, events, fairs, etc.

Upon recommendation by a department head and upon approval of the County Administrator or Director of Human Resources and subject to the availability of funds, employees shall be supplied with clothing to be worn only for the purposes for which the clothing is issued. Examples of such clothing that may be furnished by the County include the following examples:

- Polo shirts or sweaters for events staff at Parks Division or Cultural Affairs and Tourism sponsored events;
- Clerical staff at the County Clerk's Corner Store in the Moorestown Mall (as permitted under the County Clerk's Trust fund);
- Clerical Staff in the Sheriff's Department who serve on the Sheriff's Child Safety Team;
- Work shirts for employees of the IT Department who are assigned to the Communications section;

The County shall provide clothing subject to availability of funds, and shall replace such clothing on an as-needed basis.

Other than employees in the public safety telecommunicator title series, employees in the Light Blue/ White Collar category shall not be entitled to an annual uniform allowance.

ARTICLE XXX WORK CLOTHING: SPECIFIC DEPTS.:

A. Clerk of the Board:

Employees in the Security Guard title series who are new hires shall receive an initial issue of 1 winter, 1 fall/spring and 1 rain coat, plus 5 long sleeve shirts, 5 short sleeve shirts, 5 pairs of pants, 1 pair of standard issue shoes and 1 baseball cap. Eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

B. Economic Development/ Community Development:

Effective 2008, employees in the cost estimator and housing inspector title series shall receive five shirts annually and a winter coat every four years.

C. Engineering:

1. The County shall furnish initial issue as outlined in Article XXIX (Work Clothing), for employees in the traffic maintenance worker, laborer, sign maker and land surveyor title series, as well as for engineering aides assigned to field work. Employees previously furnished with a coat in 2005 or 2006 will not receive another coat. Thereafter, eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

2. The County shall furnish employees in the Engineering Aide (primarily assigned to office work), Traffic Safety Coordinator, Public Works Inspector and Engineer (all variants) title series with one coat every four years.

D. Weights & Measures:

1. The County shall furnish initial issue as outlined in Article XXIX (Work Clothing), for employees in the titles of Assistant W&M Superintendent and W&M Apprentice plus a blazer for all new hires. Eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

2. The County shall provide an annual \$100 boot allowance for oil resistant work boots. The type of boot shall be at the sole discretion of the County.

ARTICLE XXXI OFFICE ON AGING:

A. Effective 2008, for the delivery worker title series (to include employees in the storekeeper title series who serve as back up drivers), the County shall furnish an initial issue of garments as outlined in Article XXIX (Work Clothing) of this agreement. However, the provision of such clothing and allowance shall be subject to the availability of grant funds. If the County cannot use grant funds, it agrees to reopen negotiations with the union for employees covered by such funds. In subsequent years, eligible employees shall receive the negotiated annual clothing maintenance allowance.

B. Use of Sick Leave: Employees in the delivery worker title series (to include employees in the storekeeper title series who serve as back up drivers) who are responsible for maintaining a route or field delivery services shall call out at least one (1) hour prior to their scheduled starting time or the provisions of Par. I of Article XI (Sick Leave) shall apply.

ARTICLE XXXII BUILDINGS & GROUNDS:

A. Jail Differential: 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 for 2007 to 2009 and \$.75 per hour in 2010, 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 100 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. Provision of tools: Employees in the title series of maintenance repairer (to include groundskeeper/maintenance repairer) shall be furnished with an initial issue of tools: screwdrivers, pliers, wrench, wire cutters, sheetrock knife, voltage meter, tape measure, hammer, set of nut drivers, flashlight and tool pouch.

C. Work clothing: Eligible employees who are required by the County to wear special clothing and/or uniforms shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement.

D. Work Schedules: Employees shall receive a one half (1/2) hour lunch.

1. HVAC crew: 8:00 AM to 4:30 PM
2. Maintenance Repairers and day crews: 8:00 AM to 4:30 PM
3. Janitorial Night Crew: 4:00 PM to 12:00 midnight
4. Night/Weekend Shift: Wednesday to Friday, 4:00 PM to 12:00 AM; Saturday and Sunday, 12:00 PM to 8:00 PM

E. Holidays Night/Weekend Shift: Employees assigned to such shift shall receive off on the seven major holidays (New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas). Time off or payment for holidays worked shall be consistent with Par. C of Article VIII (Holidays).

ARTICLE XXXIII COUNTY CLERK & SURROGATE:

A. Work Schedules:

1. Employees of the County Clerk's Mt. Holly office and of the Surrogate's Office may be assigned to work an 11:00 AM to 7:00 PM schedule on Mondays.

2. Employees who work beyond 7:00 PM on Monday nights and who have worked their full 35 hour workweek in accordance with Par. A.3. of Article VII (Overtime) shall receive overtime compensation according to the following schedule:

- 8 – 22 minutes: ¼ hour of pay
- 23 – 37 minutes: ½ hour of pay

3. County Corner Store: Monday to Friday, 10:00 AM to 6:00 PM and/or 1:15 PM to 9:15 PM; Saturday, 9:30 AM to 5:30 PM.

4. County Clerk's Mt. Holly office: (in addition to Par. C.1. of Article VI (Work Schedules)), employees may work from 7:30 AM to 3:30 PM.

B. Holidays/County Corner Store:

1. Employees assigned to the mall location shall receive off on the seven major holidays (New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas).

2. Employees who work on a holiday shall receive holiday pay for the pay period the holiday is worked but no later than the next pay period.

ARTICLE XXXIV HIGHWAY DEPT.:

A. Tool Allowance: Employees in the mechanics (including variants) and Mechanic's Helper title series shall receive a bi-annual tool allowance of \$200 for calendar years 2008 and 2010. Vouchers must be submitted for a minimum of \$50.

B. Work clothing: Eligible employees who are required by the County to wear special clothing and/or uniforms shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement. Said titles are listed in Appendix E.

The County shall continue to provide an annual \$100 boot allowance for work boots to those titled employees presently receiving boots, 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.

For employees in the mechanic (including variants), mechanic's helper and tire service repairer title series, the County shall furnish 11 pairs of shirts and pants to include winter coat; however, all employees in such titles must use the rental clothing; no other titles shall be eligible for this benefit.

C. Work Schedule: 7:30 AM to 4:00 PM.

D. First Responder stipend: For Highway Department First Responders who are called in for State of Emergency duties (but not ordinary snowfall), such employee shall receive a \$100 stipend per workday for such duties.

ARTICLE XXXV INFORMATION TECHNOLOGY:

A. Overtime: Employees assigned to the Public Safety Application group at the Public Safety Services Center shall be entitled to overtime when they perform work in response to calls after hours when the cumulative total for such time worked is 8 minutes or greater in a workweek. Employees shall maintain accurate time records indicating the date and time they were called, the identity of both the caller and the party with the problem, the nature of the problem and the length of time it took to address the problem, and any other information required by their department head. Employees shall also be entitled to a reasonable amount of administrative time for keeping such records. Overtime shall be paid according to this schedule:

8 to 22 minutes = ¼ hour of pay
23 to 37 minutes = ½ hour of pay

38 to 52 minutes = ¾ hour of pay
53 to 67 minutes = 1 hour of pay, etc.

Employees shall be paid straight time, if they have not met the 40 hour workweek threshold as outlined in Par. A.3. of Article VII (Overtime) of the agreement, when they perform work in response to calls after hours when the cumulative total for such time worked is 10 minutes or greater in a workweek.

B. Clothing Allowance/ Print Shop: The County shall furnish employees in the Print Machine Operator title series with an initial issue as outlined in Article XXIX (Work Clothing) for all new hires, and aprons for all employees on an as-needed basis. Eligible employees shall receive an annual clothing allowance as outlined in Article XXIX (Work Clothing) of this agreement which, effective 2008, may be used toward the purchase of work boots.

ARTICLE XXXVI JAIL/CORRECTIONAL FACILITY:

A. Work Schedules: Employees in the data control clerk title series shall work the following schedules and shall have every other weekend off: 7:00 AM to 3:00 PM and/or 3:00 PM to 11:00 PM. Said schedules include a one (1) hour unpaid lunch.

B. Holidays: For holidays at the Jail, See Article III (Holiday), Par. D.1. and D.2.

Additionally, effective 2008, Data Control Clerks working in the Detention Facility may elect to sell back holiday time in June and December of each year.

ARTICLE XXXVII MEDICAL EXAMINER:

A. 1. Work Schedules/ Investigative Staff:

Investigator 1: Mon. – Wed. 12 AM to 12 PM
Investigator 2: Mon. – Wed. 12 PM to 12 AM
Investigator 3: Thurs. – Sat. 12 AM to 12 PM
Investigator 4: Thurs. – Sat. 12 PM to 12 AM

2. Investigators shall report to duty (at the County Morgue) at their assigned time and shall remain at the office for their entire shift unless investigating cases or on their meal break.

3. Investigators shall be on call every 4th Sunday from 12:01 AM to 11:59 PM. Although investigators do not need to report to the office, investigators shall not receive any additional compensation for time worked on Sundays.

4. With approval of County Medical Examiner, an investigator may switch shifts with adjoining investigator (e.g., Inv. 1 with Inv. 2; Inv. 3 with Inv. 4).

5. The regular 12 hour shift shall be considered an 11.5 hour day which encompasses a one hour meal break consisting of three paid ten minute breaks and a half hour unpaid break. If an investigator is required to work through the meal break as directed by the Medical Examiner, s/he shall be paid at time and a half the employee's normal rate of pay provided s/he otherwise meets the overtime requirements.

B. Overtime and Holidays:

1. Overtime opportunities shall be available on an equitable basis.

2. Overtime shall be paid at 1.5x for hours worked beyond the investigator's regular schedule, whether working the three regularly scheduled shifts OR the three regularly scheduled shifts plus the on-call Sunday. Contractual rules regarding countable time shall apply.

3. Investigators who work on a holiday shall be paid 4 hours of straight time for a twelve hour shift. If the holiday is Christmas or Thanksgiving, the Investigator shall be paid the equivalent of half a compensatory day for a twelve hour shift.

ARTICLE XXXVIII BUTTONWOOD HOSPITAL:

A. Shift Differential: 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. Payment for shift differential shall be included in the regular bi-weekly paycheck.

The shift differential rate shall be as follows:

1. 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.

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

3. When a second or third shift employee is moved to the day shift during the pendency of a nursing abuse/ neglect investigation, the employee's shift differential shall be continued for a period of up to 45 days.

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

B. Work Clothing:

1. 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 on an annual basis.

2. Effective 2008, the County shall furnish all employees in the food service worker and cook title series with five (5) pairs of scrubs (tops and bottoms) on an annual basis.

3. 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 on an annual basis.

4. Employees in the title of Supervising Maintenance Repairer, Maintenance Repairer/Boiler Operator and Sr. Storekeeper shall receive a \$100 steel toed boot allowance on an annual basis.

C. Work Schedules: 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 the next section.

1. General Work Schedules: 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.

2. Nutritional Services: Employees may also work the following shifts as permitted by Hospital Administration: 3:00 AM to 11:30 AM; 5:00 AM to 1:30 PM; 6:00 AM to 2:30 PM; 10:00 AM to 6:30 PM; 11:00 AM to 7:30 PM.

3. Environmental Services: Employees may also work the following shifts as permitted by Hospital Administration: 1:00 PM to 9:30 PM.

D. Nursing Work Schedules: 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 1-5 below. Par. D. shall also apply to Psychiatric Nursing except for Subparagraphs 5e, f, g and k.

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 10:30 PM on Friday and end 10:30 PM on Sunday.

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-annual basis, if necessary as determined by administration and the union. 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.

However, 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:

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

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

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

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

5. 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.

6. 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.

7. 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.

8. 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. 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.

E. Holidays: For holidays at Buttonwood, the terms of Par. D.1. and 2. of Article VIII (Holidays) shall apply, in addition to the provisions below.

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.

2.a. Notwithstanding the provisions of Par. D.1. and D.2. of Article VIII (Holidays), 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 2007 through 2010 employees of Buttonwood shall make such selections between January 1-15.

b. 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.

c. 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.

d. 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.

F. 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 \$3.50.

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.

G. Vacation Selection:

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.

6. 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.

H. Restorative Aides: 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.

ARTICLE XXXIX HEALTH DEPT.:

A. Work Clothing:

1. Environmental Health Specialist title series: The County shall furnish an initial issue under the medium blue collar category outlined in Article XXIX (Work Clothing), (to include a coat). Thereafter, effective 2008, Eligible employees shall receive an annual clothing allowance as outlined in that Article.

Effective 2008, the County shall provide an annual \$100 boot allowance for work boots. The type of boot shall be at the sole discretion of the County.

All clothing and clothing allowances are conditioned upon the County's ability to use the EQEF fund (only) and adequate funding in that account. However, if the County cannot use the fund, it agrees to reopen negotiations with the union for employees covered by the fund.

2. Effective 2008, the County shall furnish an initial issue as outlined in Article XXIX (Work Clothing) for employees in the sanitary inspector and public health investigator title series, to include a coat. Thereafter, eligible employees shall receive an annual clothing allowance as outlined in that Article.

3. Effective 2007, the County shall furnish an initial issue as outlined in Article XXIX (Work Clothing) for employees in the animal attendant/ adoption advocate title series. Thereafter, effective 2008, Eligible employees shall receive an annual clothing allowance as outlined in that Article.

Effective 2007, the County shall provide an annual \$100 boot allowance for work boots. The type of boot shall be at the sole discretion of the County.

4. Employees in the Housing Inspector title series shall receive an annual clothing allowance as outlined in Article XXIX (Clothing Allowance) of this agreement, and may use said clothing allowance toward the purchase of work boots.

5. Effective 2008, the County shall furnish employees in the Field Representative and Investigator, Communicable Diseases title series with five shirts annually and a winter coat every 4 years.

B. Work Schedules/ Animal Shelter:

1. Monday to Friday, 8:00 AM to 4:30 PM, or 11:00 AM to 7:30 PM (Tuesday and Thursday);
2. Saturday, 8:00 AM to 4:30 PM;
3. Sundays and holidays (rotational): 6:30 AM to 10:30 AM; 8:00 AM to 12:00 PM.

C. Holidays & Work Schedules/ Human Services – Post House:

1. For holidays at Post House, see Article VIII (Holidays) Par. D.1. and D2.
2. Work Schedules: 8:00 AM to 4:00 PM; 4:00 PM to 12:00 AM; 12:00 AM to 8:00 AM.

ARTICLE XL JUVENILE DETENTION CENTER:

A. Work Schedules:

1. 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.
2. JDC, custody: 8:00 AM to 4:00 PM; 4:00 PM to 12:00 midnight; 12:00 midnight to 8:00 AM.

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 A.2.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 A.2.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.

B. Holidays: For holidays at the JDC, the terms of Par. D.1. and 2. of Article VIII (Holidays) shall apply, in addition to the provision below.

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.

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. Work Clothing: 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 boots
- 2 name tags
- 1 sweater
- 1 badge
- Patches for all shirts and sweater

Effective 2007, the initial issue shall also include one (1) winter/spring coat. Employees previously furnished with a coat in 2005 or 2006 will not receive another coat.

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 2008, and every year thereafter, eligible employees will receive a four hundred and fifty dollar (\$450) 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.

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.

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

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

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

G. 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.

H. 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.

I. 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.

ARTICLE XLI LIBRARY:

A. Work Schedules: Hours of Work

1. 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.

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

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

a. 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.

b. 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.

4. 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.

5. 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.

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.

ARTICLE XLII PUBLIC SAFETY SERVICES:

A. Work Schedules/ Central Communications:

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 with 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, and the one half (½) hour for meal break shall be taken in accordance with Departmental policy.

1. During the course of the year, sick, vacation, holidays, and personal days for Public Safety Telecommunicators and Senior Public Safety Telecommunicators 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 fifteen (15) 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.

Effective January 1, 2008 and each year thereafter, employees working 12 hours shifts shall be paid for fifteen (15) 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.

B. Holidays/Holiday Pay (Central Communications):

1. 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. Overtime:

1. 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 30 hours of compensatory time in each year of the contract.

2. Training: When an employee is schedule for training on their off days, they shall receive a minimum of two (2) hours compensation at straight time or time and a half for actual hours worked, whichever is greater.

D. Failure to Respond: For each year, employees of Public Safety Services shall have one (1) right of first refusal for the period of January to June and one (1) right of first refusal for the period of July to December for mandatory overtime in non-emergency situations while on duty (as "emergency" is defined under the contract). Said right of first refusal shall not carry into a succeeding period.

E. Standby/Beeper/Cell Phone:

1. 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.

2. Stand-by Beeper, as outlined in Par. C. of Article VII (Overtime), 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.

3. 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.

F. Shift Switch policy: With the approval of the dept. head or Chief PST, if an employee is denied a vacation day, s/he may secure a substitute who has the essential skills needed to work the position. If, however, the substitute fails to appear (FTA) for work or calls out sick for the shift s/he has agreed to serve as a substitute, s/he shall be precluded from participating in the Shift Switch policy for a year from the date of the FTA.

G. Shift Bidding: shall be done once a year for all employees around November 15th for implementation the following calendar year. (Employees shall be able to continue to bid upon vacancies posted by management throughout the year.) For Employees who voluntarily change shifts, such employees may lose their vacation bid; however, employees who are involuntarily transferred shall not lose their vacation bid.

H. Discipline: 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.

I. Work Clothing:

1. Effective 2008, the County will provide eligible employees with a two hundred and fifty dollar (\$250) accountable uniform and maintenance allowance for the duration of this agreement to be used toward the purchase of shirts, pants, shoes, sweatshirt and sweater. 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.

2. Effective 2008, for employees in the radio technician title series, the County shall furnish an initial issue as outlined in Article XXIX (Work Clothing). In subsequent years, eligible employees will receive the annual clothing maintenance allowance.

ARTICLE XLIII RESOURCE CONSERVATION:

A. Work Clothing: Parks Maintenance

1. The County shall furnish initial issue as outlined in Article XXIX (Work Clothing), for employees in the Maintenance Repairer and Building Maintenance Worker title series. Employees previously furnished with a coat in 2005 or 2006 will not receive another coat. Thereafter, eligible employees shall receive an annual clothing allowance as outlined in that Article.

2. Effective 2008, the County shall provide an annual \$100 boot allowance for work boots prior to April 1 of each year of this agreement. The type of boot shall be at the sole discretion of the County.

B. Work Clothing: Park Rangers

Guidelines for Rangers' appearance are as outlined in Article XXIX (Work Clothing) and Standards for County Park Rangers Memorandum dated February 16, 2007. The County reserves its right to provide employees with less than the full initial issue of work clothing until a new employee has successfully completed his/her probationary period in accordance with Article XXIX (Work Clothing).

Prescribed Uniform Articles:

- | | | |
|----|---|-----|
| a. | Coat, cold weather, w/ hood, green | (1) |
| b. | Four season jacket w/ liner, green | (1) |
| c. | Rain suit | (1) |
| d. | Long-sleeved shirt, button-down, khaki | (2) |
| e. | Short-sleeved shirt, button-down, khaki | (2) |
| f. | Long-sleeved polo shirt, khaki | (2) |
| g. | Short-sleeved polo shirt, khaki | (2) |
| h. | Twill Trouser, green | (2) |
| i. | Utility Trouser, green | (2) |
| j. | Clip-on Tie, black | (1) |
| k. | Black leather belt | (1) |
| l. | Pullover sweater, green | (1) |
| m. | Knit cap, cold weather | (1) |
| n. | Ball cap | (2) |
| o. | Nameplate | (2) |

Prescribed Equipment

- | | | |
|----|---------------------------------|-----|
| a. | Utility Belt | (1) |
| b. | Hip pack w/ First Aid Kit | (1) |
| c. | Flashlight w/ case | (1) |
| d. | Glove case w/ disposable gloves | (1) |
| e. | Nextel phone case | (1) |

Effective 2008, eligible employees shall receive a \$350 uniform allowance for which employees may use up to \$100 toward the purchase of boots.

C. Working Conditions: Park Rangers:

1. Work Schedules: All Rangers will be assigned a work schedule that permits every third weekend off, and the same fixed day off every week. Management will try to post the schedule for at least 12 weeks in advance.

2. Work Shifts: A maximum of two Rangers will work the early shift while a maximum of three Rangers will work the late shift in each unit. The early shift will begin at 6:00 AM and conclude at 2:30 PM with a half hour lunch. The late shifts will begin between 12:00 PM to 2:00 PM and conclude between 8:30 PM and 10:30 PM (with a half hour lunch), which shall be altered to account for seasonal adjustments of sunset times.

3. Holidays: The terms of Article VIII (Holidays) shall apply. For employees who are scheduled off on a holiday, they shall receive a holiday on the books. However, for employees who work a holiday, they shall earn holiday pay at straight time in addition to being paid for the day.

4. Overtime: Overtime shall be consistent with Article VII (Overtime) of this agreement, and the Parks Division shall prepare a rotating, voluntary overtime list which shall be based upon assigned unit (with the understanding that if no Ranger in one unit wants the OT, it will be offered to Rangers of the other unit).

D. Work Clothing/ Solid Waste:

1. The County shall continue its practice of renting eleven sets of work clothing plus two jackets for employees in the following title series: Mechanic Supervisor/ Reclamation Center, Resource Recovery Utilities Operator, Hazardous Waste Operations Technician, Heavy Equipment Operator (Landfill), and Laborer.

2. Effective 2008, the County shall provide eligible employees with a \$200 annual work boot allowance. The type of boot shall be at the sole discretion of the County.

E. Working Conditions/ Solid Waste:

1. Work Schedules/ Hours of Operation:

a. Hazardous Waste: Tuesday to Saturday, 7:00 AM to 3:30 PM, (with Sundays and Mondays off).

b. Landfill/ Scale House: Monday to Friday, 7:00 AM to 3:30 PM or 9:30 AM to 6:00 PM; Saturday 7:00 AM to 3:00 PM (with no lunch break).

2. Holidays:

a. The Resource Recovery Complex shall continue to remain closed on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas.

b. The terms of Article VIII (Holidays) shall apply. For employees who are scheduled off on a holiday, they shall receive a holiday on the books. However, for employees who work a holiday, they shall earn holiday pay at straight time in addition to being paid for the day.

c. For employees assigned to the Hazardous Waste section only, for holidays above that fall on a Monday, employees will be scheduled off for the following day (Tuesday).

3. Employees of Solid Waste not covered by the specific provisions of Paragraph E.1 or E.2 of this article shall have work schedules and holidays consistent with Articles VI (Work Schedules) and VIII (Holidays), respectively.

ARTICLE XLIV 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 confer on the invalidated Article, Section or Portion thereof.

ARTICLE XLV 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 XLVI 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, 2010. 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, 2007, 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, 2011 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 affixed this ___ day of September, 2007.

BOARD OF CHOSEN FREEHOLDERS
THE COUNTY OF BURLINGTON, NJ

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

James K. Wujcik, Freeholder Director

Carla A. Katz, President, Local 1034

Augustus M. Mosca, County Administrator

John Lazzarotti, Assistant to the
President, Local 1034

BURLINGTON COUNTY
LIBRARY COMMISSION

Ruth L. Barrett, International Rep.

Jeanne Ashmore, Chairwoman

CWA NEGOTIATING COMMITTEE:

Dallas Estep, Information Technology

Margaret Mobley, Jail

Howard Roun, Health Department

Frank Israel, Health Department

Alethia Sampson, Health Department

Michael Bennett, Library

Bonnie Taylor, Public Safety Services

Michelle Wiley, Library

Michael Parry, Public Safety Services

Michelle Ferrell, Courts Facility

Ronald Venezia, County Admin. Bldg.

Donald Staiger, Buildings & Grounds

Michele Kerk, Buttonwood Hospital

Kevin Witham, Buildings & Grounds

Patti Kramer, Buttonwood Hospital

Caryn Cutts, Engineering Dept.

Brian Doreste, Engineering Department

Kenneth Parkar, Highway Dept.

Domenick Dileo, Juvenile Detention Center

John Gebely, III, Highway Dept.

SIDE LETTERS OF AGREEMENT:

SIDE LETTER #1: Promotional Opportunities

The County and the union shall meet in the summers of 2008 and 2010 to review and evaluate promotional opportunities in various departments.

SIDE LETTER #2: County Corner Store

The County and the union shall meet to discuss the possibility of employees assigned to the County Clerk's mall store to rotate non-major holidays.

SIDE LETTER #3: Buttonwood LTC Sick time & Light Duty

The County agrees to suspend the forfeiture of Christmas and Thanksgiving half-day holiday premiums under Par. D, sub. 5.e., f., & g. of Art. XXXVIII (Buttonwood Hospital), for 2007 and 2008 to enable the County and the union to meet about revising that section and the present Light Duty policy. The deadline for completing any revisions on these subjects shall be December 31, 2008.

Exhibit A: 40-HOUR TITLES

| <u>TITLE</u> | <u>RANGE</u> |
|--|--------------|
| ACCOUNTING ASSISTANT | 13 |
| ADMINISTRATIVE ANALYST | 23 |
| ADMINISTRATIVE SUPERVISOR OF NURSING | 35 |
| AGRICULTURAL RESOURCE SPECIALIST 2 | 27 |
| AGRICULTURAL RESOURCE SPECIALIST 3 | 23 |
| ALCOHOLISM COUNSELOR | 19 |
| ANALYST GRANT APPLICATIONS | 25 |
| ANIMAL ATTENDANT | 08 |
| ANIMAL ATTENDANT/ADOPTION ADVOCATE | 10 |
| ASSISTANT ADMINISTRATIVE ANALYST | 21 |
| ASSISTANT BUYER | 15 |
| ASSISTANT DISTRICT RECYCLING COORD | 15 |
| ASSISTANT ENGINEER | 31 |
| ASSISTANT ENGINEER, BRIDGE | 31 |
| ASSISTANT ENGINEER CIVIL | 31 |
| ASSISTANT FOOD SERVICE MANAGER | 18 |
| ASSISTANT HEAD NURSE | 29 |
| ASSISTANT NUTRITION PROGRAM COORD. (WIC) | 30 |
| ASSISTANT PLANNER | 21 |
| ASSISTANT PROGRAM ANALYST | 21 |
| ASSISTANT PROGRAM COORDINATOR AGING | 11 |
| ASSISTANT PUBLIC INFORMATION OFFICER | 21 |
| ASSISTANT STOREKEEPER | 08 |
| ASSISTANT SUPT OF WEIGHT/MEASURES | 17 |
| ASSISTANT SUPERVISOR FOOD SERVICE | 12 |
| ASSISTANT SUPERVISOR OF NURSES | 33 |
| ASSISTANT SUPERVISOR TRAFFIC MAINTENANCE | 19 |
| ASSISTANT TRAFFIC ENGINEER | 34 |
| ASSISTANT YOUTH OPPORTUNITY COORDINATOR | 25 |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| BOILER OPERATOR/MAINTENANCE REPAIRER | 15 |
| BRIDGE ATTENDANT | 04 |
| BRIDGE OPERATOR | 05 |
| BRIDGE REPAIRER | 11 |
| BUILDING MAINTENANCE WORKER | 04 |
| BUYER | 16 |
| CHIEF LOAN ADVISOR | 24 |
| CLINICAL DIETITIAN | 35 |
| COMPUTER SERVICE TECHNICIAN | 24 |
| COMPUTER SERVICE TECHNICIAN TRAINEE | 16 |
| COMPUTER OPERATOR | 11 |
| COMPUTER OPERATOR TRAINEE | 07 |
| COOK | 11 |
| COORDINATOR COMMUNITY HEALTH SERVICES | 36 |
| COORDINATOR HEALTH PROJECTS 3 | 30 |
| COORDINATOR OF MAINTENANCE SERVICES | 27 |
| COORDINATOR OF VOLUNTEERS | 16 |
| COST ESTIMATOR PROPERTY IMPROVEMENT | 15 |
| COUNTY PARK RANGER | 16 |
| DATA PROCESSING PROGRAMMER | 24 |
| DATA PROCESSING PROGRAMMER TRAINEE | 16 |
| DATA PROCESSING SYSTEMS PROGRAMMER | 30 |
| DELIVERY WORKER | 05 |
| DIETICIAN | 22 |
| DRAFTING TECHNICIAN/ PUBLIC WORKS INSPECTOR | 26 |
| ECONOMIC DEVELOPMENT REPRESENTATIVE 4 | 22 |
| ELECTRONIC SYSTEMS TECHNICIAN | 14 |
| EMERGENCY MANAGEMENT PLANNER | 28 |
| EMPLOYMENT COUNSELOR | 24 |
| EMPLOYMENT SPECIALIST | 21 |
| ENGINEERING AIDE | 10 |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| ENTOMOLOGIST-MEC | 24 |
| ENVIRONMENTAL HEALTH SPECIALIST | 24 |
| EQUIPMENT OPERATOR | 14 |
| EQUIPMENT OPERATOR/INSPECTOR ME | 14 |
| FIELD REPRESENTATIVE - DISEASE CONTROL | 21 |
| FIELD REPRESENTATIVE - CO. BRD. OF TAXATION | 15 |
| FIELD REPRESENTATIVE - HEALTH EDUCATION | 22 |
| FIELD REPRESENTATIVE - SR. CITIZEN PROGRAM | 15 |
| FISCAL OFFICER | 35 |
| FOOD SERVICE WORKER | 04 |
| FORENSIC CHEMIST | 22 |
| FORENSIC SCIENTIST 2 | 30 |
| GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 1 | 32 |
| GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 2 | 28 |
| GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST 3 | 25 |
| GEOGRAPHIC INFORMATION SYSTEMS TRAINEE | 16 |
| GROUNDSKEEPER/MAINTENANCE REPAIRER | 14 |
| HAZARDOUS WASTE OPERATOR/TRAINEE | 18 |
| HAZARDOUS WASTE OPERATIONS SUPERVISOR | 30 |
| HAZARDOUS WASTE OPERATIONS TECHNICIAN | 27 |
| HEAD COOK | 21 |
| HEAD HOUSEKEEPER | 15 |
| HEAD NURSE | 32 |
| HEALTH EDUCATOR | 28 |
| HEATING & AIR CONDITIONING MECHANIC | 19 |
| HEAVY EQUIPMENT OPERATOR | 17 |
| HEAVY EQUIPMENT OPERATOR/INSPECTOR-ME | 17 |
| HORTICULTURIST | 24 |
| HOSPITAL ATTENDANT | 09 |
| HOSPITAL UTILIZATION REVIEW COORD. | 33 |
| HOUSING ASSISTANCE TECHNICIAN | 14 |

| <u>TITLE</u> | <u>RANGE</u> |
|--|--------------|
| HOUSING INSPECTOR | 15 |
| INFECTION CONTROL COORDINATOR | 23 |
| INSPECTOR-ME | 11 |
| INSPECTOR TRAINEE ME | 09 |
| INSTITUTIONAL ATTENDANT | 09 |
| INSTRUCTOR IN SERVICE NURSING | 33 |
| INTERVIEWER VETERANS SERVICE BUREAU | 11 |
| INTERVIEWER VETERANS SERVICE BUREAU/BILIGUAL | 11 + |
| INVESTIGATOR COMMUNICABLE DISEASE | 15 |
| INVESTIGATOR CONSUMER PROTECTION | 15 |
| INVESTIGATOR COUNTY MEDICAL EXAMINER | 23 |
| JUVENILE DETENTION OFFICER | 16 |
| LABORER | 08 |
| LAND SURVEYOR | 32 |
| LOAN ADVISOR | 20 |
| MAIL CLERK | 05 |
| MAINTENANCE REPAIRER | 14 |
| MASON | 17 |
| MASON'S HELPER | 09 |
| MECHANIC | 19 |
| MECHANIC DIESEL/HYDRAULICS | 21 |
| MECHANIC-DIESEL | 19 |
| MECHANICS HELPER | 11 |
| MECHANIC/SUPERVISOR RECLAMATION PLANT | 25 |
| MENTAL HEALTH WORKER | 22 |
| MORGUE ATTENDANT | 14 |
| MUSEUM ATTENDANT | 14 |
| NARCOTICS CLINIC AIDE | 09 |
| NARCOTICS CLINIC SUPERVISOR (CDAC) | 20 |
| NARCOTICS COORDINATOR | 22 |
| NURSE PRACTITIONER | 36 |

| <u>TITLE</u> | <u>RANGE</u> |
|--|--------------|
| OMNIBUS OPERATOR | 07 |
| PAINTER | 16 |
| PATIENT ACTIVITIES COORDINATOR | 21 |
| PLANNING AIDE | 15 |
| PLUMBER | 14 |
| PRACTICAL NURSE | 21 |
| PRINCIPAL ALCOHOLISM COUNSELOR | 23 |
| PRINCIPAL ENGINEERING AIDE | 26 |
| PRINCIPAL ENGINEERING AIDE/SIGNAL SYS.TECH.2 | 26 |
| PRINCIPAL ENGINEERING AIDE/TRAFFIC ANALYST | 26 |
| PRINCIPAL ENVIRONMENTAL HEALTH SPECIALIST | 30 |
| PRINICPAL ENVIRONMENTAL SPEC., WATER RESOURCES | 36 |
| PRINCIPAL FORENSIC SCIENTIST | 30 |
| PRINCIPAL MAIL CLERK | 10 |
| PRINCIPAL PLANNER | 30 |
| PRINCIPAL PLANNER SOLID WASTE MANAGEMENT | 30 |
| PRINCIPAL PLANNING AIDE | 23 |
| PRINCIPAL SANITARY INSPECTOR | 31 |
| PRINCIPAL YOUTH GROUP WORKER | 27 |
| PRINTING MACHINE OPERATOR 1 | 07 |
| PRINTING MACHINE OPERATOR 2 | 11 |
| PRINTING MACHINE OPERATOR 3 | 16 |
| PRINTING MACHINE OPERATOR 4 | 20 |
| PROGRAM ANALYST | 23 |
| PROGRAM COORDINATOR, AGING | 25 |
| PROGRAM COORDINATOR MENTAL HEALTH | 25 |
| PROGRAM COORDINATOR, SPECIAL EVENTS | 25 |
| PROGRAM DEVELOPMENT SPECIALIST COMMUNITY SERV. | 21 |
| PROGRAM DEVELOPMENT SPECIALIST, C&H AFFAIRS | 21 |
| PROGRAM DEVELOPMENT SPECIALIST HOUSING | 21 |
| PROGRAM DEVELOPMENT SPECIALIST YOUTH SERVICES | 21 |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| PROGRAM MONITOR | 21 |
| PROGRAM NUTRITIONIST | 22 |
| PSYCHIATRIC AIDE | 11 |
| PUBLIC HEALTH INVESTIGATOR | 15 |
| PUBLIC HEALTH NURSE | 32 |
| PUBLIC HEALTH PLANNER | 28 |
| PUBLIC HEALTH PRACTICE STANDARDS PART. COORD. | 30 |
| PUBLIC SAFETY TELECOMMUNICATOR | 20 |
| PUBLIC SAFETY TELECOMMUNICATOR TRAINEE | 15 |
| PUBLIC WORKS INSPECTOR | 26 |
| QUALITY ASSURANCE SPECIALIST HEALTH SERVICES | 33 |
| RADIO DISPATCHER | 06 |
| RADIO TECHNICIAN | 30 |
| RANGE MASTER | 24 |
| RECORDS MANAGER | 29 |
| RECORDS RETRIEVAL OPERATOR | 14 |
| RECREATION AIDE | 06 |
| RECREATION SUPERVISOR | 21 |
| RECREATION THERAPY AIDE | 09 |
| REFRIGERATION MECHANIC | 19 |
| RESEARCH ASSISTANT | 23 |
| RESIDENTIAL SERVICES WORKER | 04 |
| RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 1 | 20 |
| RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 2 | 27 |
| RESOURCE RECOVERY UTILITIES OPERATOR LEVEL 3 | 30 |
| ROAD INSPECTOR | 22 |
| SANITARY INSPECTOR | 23 |
| SANITARY INSPECTOR TRAINEE | 16 |
| SEAMSTRESS | 04 |
| SECRETARIAL ASSISTANT | 14 |
| SECRETARIAL ASSISTANT, TYPING | 14 + |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| SECRETARIAL ASSISTANT, TRANSCRIBING | 14 + |
| SECRETARIAL ASSISTANT, STENOGRAPHY | 14 + |
| SECURITY GUARD | 04 |
| SENIOR ADMINISTRATIVE ANALYST | 28 |
| SENIOR ALCOHOLISM COUNSELOR | 21 |
| SENIOR ANIMAL ATTENDANT | 13 |
| SENIOR BRIDGE REPAIRER | 14 |
| SENIOR BUILDING MAINTENANCE WORKER | 08 |
| SENIOR BUYER | 23 |
| SENIOR CITIZEN PROGRAM AIDE | 05 |
| SENIOR COMPUTER OPERATOR | 18 |
| SENIOR COMPUTER SERVICE TECHNICIAN | 31 |
| SENIOR COOK | 13 |
| SENIOR COST ESTIMATOR PROPERTY IMPROVEMENT | 19 |
| SENIOR DATA PROCESSING PROGRAMMER | 30 |
| SENIOR DATA PROCESSING SYSTEMS PROGRAMMER | 36 |
| SENIOR DIETICIAN | 26 |
| SENIOR EMERGENCY MEDICAL TECH. INSTRUCTOR | 18 |
| SENIOR EMPLOYMENT SPECIALIST | 23 |
| SENIOR ENGINEER | 34 |
| SENIOR ENGINEER CIVIL | 34 |
| SENIOR ENGINEER HIGHWAY | 34 |
| SENIOR ENGINEER TRAFFIC | 34 |
| SENIOR ENGINEERING AIDE | 12 |
| SENIOR ENVIRONMENTAL HEALTH SPECIALIST | 27 |
| SENIOR FIELD REPRESENTATIVE DISEASE CONTROL | 23 |
| SENIOR FIRE INSTRUCTOR | 20 |
| SENIOR FOOD SERVICE WORKER | 08 |
| SENIOR FORENSIC CHEMIST | 26 |
| SENIOR GROUNDSKEEPER | 16 |
| SENIOR HOSPITAL ATTENDANT | 11 |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| SENIOR HOUSEKEEPER | 08 |
| SENIOR HOUSING ASSISTANT TECHNICIAN | 16 |
| SENIOR HOUSING INSPECTOR | 19 |
| SENIOR INSPECTOR ME | 15 |
| SENIOR INVESTIGATOR CONSUMER PROTECTION | 17 |
| SENIOR JUVENILE DETENTION OFFICER | 19 |
| SENIOR LOAN ADVISOR | 23 |
| SENIOR MAIL CLERK | 08 |
| SENIOR MAINTENANCE REPAIRER | 16 |
| SENIOR MAINTENANCE REPAIRER/ELECTRICIAN | 16 |
| SENIOR PLANNER | 26 |
| SENIOR PLANNER SOLID WASTE MANAGEMENT | 27 |
| SENIOR PLANNING AIDE | 19 |
| SENIOR PRACTICAL NURSE | 23 |
| SENIOR PROGRAM ANALYST | 28 |
| SENIOR PUBLIC HEALTH INVESTIGATOR | 17 |
| SENIOR PUBLIC HEALTH NURSE | 33 |
| SENIOR PUBLIC SAFETY TELECOMMUNICATOR | 27 |
| SENIOR PUBLIC WORKS INSPECTOR | 27 |
| SENIOR RADIO DISPATCHER | 12 |
| SENIOR RADIO TECHNICIAN | 33 |
| SENIOR RECORDS RETRIEVAL OPERATOR | 16 |
| SENIOR RESEARCH ASSISTANT | 28 |
| SENIOR ROAD INSPECTOR | 26 |
| SENIOR SANITARY INSPECTOR | 27 |
| SENIOR SANITATION INSPECTOR | 18 |
| SENIOR SECURITY GUARD | 07 |
| SENIOR SITE MANAGER | 12 |
| SENIOR SOCIAL WORKER INSTITUTIONS | 25 |
| SENIOR SOCIAL WORKER NURSING HOME | 25 |
| SENIOR STOREKEEPER | 12 |

| <u>TITLE</u> | <u>RANGE</u> |
|--|--------------|
| SENIOR TECHNICAL ASSISTANT/MIS | 29 |
| SENIOR TRAFFIC MAINTENANCE WORKER | 15 |
| SENIOR TRAFFIC SIGNAL ELECTRICIAN | 18 |
| SENIOR TREE CLIMBER | 17 |
| SENIOR WETLANDS SPECIALIST-MOSQUITO EXT. | 27 |
| SIGN MAKER 4 | 22 |
| SITE MANAGER NUTRITION PROGRAM | 10 |
| SOCIAL WORKER | 23 |
| SOCIAL WORKER AGING | 23 |
| SOCIAL WORKER INSTITUTIONS | 23 |
| SOCIAL WORKER JUVENILE REHABILITATION | 23 |
| SOCIAL WORKER NURSING HOME | 23 |
| SOCIAL WORKER TRAINEE | 11 |
| SPECIFICATION WRITER PURCHASING | 28 |
| STOCK HANDLER | 05 |
| STOREKEEPER | 10 |
| SUPERVISING ALCOHOLISM COUNSELOR | 27 |
| SUPERVISING ANIMAL ATTENDANT | 21 |
| SUPERVISING COMPUTER OPERATOR | 22 |
| SUPERVISING ENGINEERING AIDE | 31 |
| SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST | 33 |
| SUPERVISING GROUNDSKEEPER | 20 |
| SUPERVISING HEATING & AIR CONDITIONING MECH. | 25 |
| SUPERVISING INVESTIGATOR CONSUMER PROTECTION | 20 |
| SUPERVISING JUVENILE DETENTION OFFICER | 23 |
| SUPERVISING MAINTENANCE REPAIRER | 24 |
| SUPERVISING ROAD INSPECTOR | 28 |
| SUPERVISING SECURITY GUARD | 12 |
| SUPERVISING YOUTH GROUP WORKER | 31 |
| SUPERVISOR BUILDING SERVICE | 15 |
| SUPERVISOR CENTRAL MAILING ROOM | 12 |

| <u>TITLE</u> | <u>RANGE</u> |
|--|--------------|
| SUPERVISOR FOOD SERVICE | 15 |
| SUPERVISOR OF RECREATION | 14 |
| SUPERVISOR TRAFFIC MAINTENANCE | 22 |
| SYSTEMS ANALYST | 35 |
| TEACHER | 24 |
| TECHNICAL ASSISTANT, LABOR | 13 |
| TECHNICAL ASSISTANT MANAGEMENT INFO. SYSTEMS | 25 |
| TECHNICIAN, MANAGEMENT INFORMATION SYSTEMS | 28 |
| TIRE SERVICE REPAIRER | 11 |
| TRAFFIC MAINTENANCE WORKER | 11 |
| TRAFFIC SAFETY COORDINATOR | 26 |
| TRAFFIC SIGNAL ELECTRICIAN | 14 |
| TREE CLIMBER | 11 |
| TREE TRIMMER | 09 |
| TRUCK DRIVER | 12 |
| WEIGHMASTER | 16 |
| WEIGHTS AND MEASURES APPRENTICE | 09 |
| WELDER | 17 |
| WETLANDS SPECIALIST-MOSQUITO EXT. | 22 |
| WORK RELEASE ADMINISTRATOR | 23 |
| YOUTH GROUP WORKER | 23 |
| YOUTH OPPORTUNITY COORDINATOR | 28 |

+ an individual who begins employment with the County in a title with a bi-lingual, stenography, transcribing or typist variant, will receive a one-time additional \$250 to their starting base salary upon successful completion of a Department of Personnel approved aptitude test for the variant.

Exhibit B: 35 HOUR POSITIONS (Eff. 1/1/2008)

| <u>TITLE</u> | <u>RANGE</u> |
|--------------------------------|--------------|
| ACCOUNT CLERK | 05 |
| ACCOUNT CLERK-TYPING | 05 + |
| CLERK | 04 |
| CLERK BI-LINGUAL | 04 + |
| CLERK STENOGRAPHER | 05 + |
| CLERK TRANSCRIBER | 05 + |
| CLERK TYPIST | 04 + |
| CLINIC ATTENDANT | 09 |
| CLINIC ATTENDANT BI-LINGUAL | 10 |
| DATA CONTROL CLERK | 05 |
| DATA CONTROL CLERK (JAIL) | 10 |
| DATA CONTROL CLERK-TYPING | 05 + |
| DELIVERY WORKER, AGING | 04 |
| EMPLOYMENT SERVICES AIDE | 07 |
| EMPLOYMENT TEST MONITOR | 05 |
| HEAD AUDIT ACCOUNT CLERK | 17 |
| MEDICAL RECORD CLERK | 05 |
| MEDICAL RECORD CLERK TYPING | 05 + |
| PAYROLL CLERK | 05 |
| PAYROLL CLERK TYPING | 05 + |
| PERSONNEL CLERK | 05 |
| PRINCIPAL ACCOUNT CLERK | 10 |
| PRINCIPAL ACCOUNT CLERK TYPING | 10 + |
| PRINCIPAL CLERK | 09 |
| PRINCIPAL CLERK BI-LINGUAL | 09 + |
| PRINCIPAL CLERK STENOGRAPHER | 10 + |
| PRINCIPAL CLERK TRANSCRIBER | 10 + |
| PRINCIPAL CLERK TYPIST | 09 + |
| PRINCIPAL DATA CONTROL CLERK | 10 |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| PRINCIPAL DATA CONTROL CLERK TYPING | 10 + |
| PRINCIPAL DATA ENTRY MACHINE OPER. | 10 |
| PRINCIPAL MEDICAL RECORDS CLERK TYPING | 10 + |
| PRINCIPAL PAYROLL CLERK | 10 |
| PRINCIPAL PAYROLL CLERK/TYPING | 10 + |
| PRINCIPAL PERSONNEL CLERK | 10 |
| PRINCIPAL PURCHASING ASSISTANT/ TYPING | 10 + |
| PRINCIPAL TELEPHONE OPERATOR | 09 |
| PRINCIPAL TIMEKEEPER | 10 |
| PROBATE CLERK TYPING | 05 + |
| PURCHASING ASSISTANT/TYPING | 05 + |
| SENIOR ACCOUNT CLERK | 08 |
| SENIOR ACCOUNT CLERK TYPING | 08 + |
| SENIOR CITIZEN PROGRAM AIDE, AGING | 04 |
| SENIOR CLERK | 07 |
| SENIOR CLERK BI-LINGUAL | 07 + |
| SENIOR CLERK STENOGRAPHER | 08 + |
| SENIOR CLERK TRANSCRIBER | 08 + |
| SENIOR CLERK TYPIST | 07 + |
| SENIOR DATA CONTROL CLERK | 08 |
| SENIOR DATA CONTROL CLERK (JAIL) | 13 |
| SENIOR DATA CONTROL CLERK/TYPING | 08 + |
| SENIOR MEDICAL RECORDS CLERK TYPING | 08 + |
| SENIOR PAYROLL CLERK | 08 |
| SENIOR PAYROLL CLERK/TYPING | 08 + |
| SENIOR PERSONNEL CLERK | 08 |
| SENIOR PROBATE CLERK TYPING | 08 + |
| SENIOR PURCHASING ASSISTANT/TYPING | 08 + |

| <u>TITLE</u> | <u>RANGE</u> |
|---------------------------------------|--------------|
| SENIOR TELEPHONE OPERATOR | 07 |
| SENIOR TELEPHONE OPERATOR TYPING | 07 + |
| SENIOR TIMEKEEPER | 08 |
| SENIOR TIMEKEEPER TYPING | 08 + |
| SUPERVISING ACCOUNT CLERK | 13 |
| SUPERVISING ACCOUNT CLERK TYPING | 13 + |
| SUPERVISING CLERK | 12 |
| SUPERVISING CLERK BI-LINGUAL | 12 + |
| SUPERVISING CLERK STENOGRAPHER | 13 + |
| SUPERVISING CLERK TRANSCRIBER | 13 + |
| SUPERVISING CLERK TYPING | 12 + |
| SUPERVISING DATA CONTROL CLERK | 13 |
| SUPERVISING DATA CONTROL CLERK TYPING | 13 + |
| SUPERVISING PAYROLL CLERK | 13 |
| SUPERVISING PAYROLL CLERK TYPING | 13 + |
| SUPERVISING PERSONNEL CLERK | 13 |
| SUPERVISING TELEPHONE OPERATOR | 12 |
| TELEPHONE OPERATOR | 04 |
| TELEPHONE OPERATOR TYPING | 04 + |
| TIMEKEEPER | 05 |
| TIMEKEEPER TYPING | 05 + |
| WARD CLERK | 05 |
| WARD-CLERK TYPING | 05 + |

+ an individual who begins employment with the County in a title with a bi-lingual, stenography, transcribing or typist variant, will receive a one-time additional \$250 to their starting base salary upon successful completion of a Department of Personnel approved aptitude test for the variant.

Exhibit C: LIBRARY POSITIONS

| <u>TITLE</u> | <u>RANGE</u> |
|--|--------------|
| COORDINATOR COMMUNITY LIBRARY PROGRAM | 21 |
| BUSINESS MANAGER | 25 |
| LIBRARIAN | 27 |
| LIBRARIAN CHILDREN'S | 27 |
| LIBRARIAN REFERENCE | 27 |
| LIBRARIAN TECHNICAL SERVICES | 27 |
| LIBRARY ASSISTANT | 04 * |
| LIBRARY ASSOCIATE | 21 |
| LIBRARY CLERK DRIVER | 07 * |
| MANAGEMENT SPECIALIST/SUPERVISING LIBRARY ASSISTANT | 28 |
| PRINCIPAL LIBRARIAN | 29 |
| PRINCIPAL LIBRARIAN CHILDREN | 29 |
| PRINCIPAL LIBRARIAN REFERENCE | 29 |
| PRINCIPAL LIBRARIAN TECHNICAL SERVICES | 29 |
| PRINCIPAL LIBRARY ASSISTANT | 09 * |
| PRINCIPAL TECHNICIAN MIS | 35 |
| SENIOR LIBRARIAN | 28 |
| SENIOR LIBRARIAN CHILDREN | 28 |
| SENIOR LIBRARIAN REFERENCE | 28 |
| SENIOR LIBRARIAN TECHNICAL SERVICES | 28 |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| SENIOR LIBRARY ASSISTANT | 07 * |
| SENIOR LIBRARY CLERK DRIVER | 08 * |
| SUPERVISING LIBRARIAN | 30 |
| SUPERVISING LIBRARIAN CHILDREN'S | 30 |
| SUPERVISING LIBRARIAN REFERENCE | 30 |
| SUPERVISING LIBRARIAN TECHNICAL SERVICES | 30 |
| SUPERVISING LIBRARIAN/SYSTEMS ANALYST | 31 |
| SUPERVISING LIBRARY ASSISTANT | 12 * |

* denotes thirty-five (35) hours per week

Exhibit D: INACTIVE TITLES:

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| ADMITTING CLERK | 05 |
| ARMORER | 10 |
| ART THERAPIST | 18 |
| ASSISTANT LAUNDRY MANAGER | 09 |
| ASSISTANT LIBRARIAN | 22 |
| ASSISTANT MANAGER MOBILE MEALS PROGRAM | 13 |
| BIOLOGIST | 18 |
| BOILER OPERATOR | 11 |
| BUILDING SERVICE WORKER (series) | 03 |
| CARPENTER | 10 |
| CHIEF FIRE INSTRUCTOR | 16 |
| CONTROL ROOM OPERATOR/ RECLAMATION CENTER | 23 |
| COUNSELOR (series) | 19 |
| DATA PROCESSING TECHNICIAN | 16 |
| DEPUTY WORK RELEASE ADMINISTRATOR | 10 |
| EMPLOYMENT SERVICES SPECIALIST | 21 |
| EXHIBIT ARTIST | 09 |
| FIRE PROTECTION INSPECTOR | 29 |
| GARAGE ATTENDANT (series) | 03 |
| GRADUATE NURSE | 16 |
| HEALTH AIDE/ BILINGUAL INSPECTOR | 04 26 |
| JOB DEVELOPER (series) | 13 |
| LAUNDRY MANAGER | 13 |
| LAUNDRY WORKER (series) | 04 |
| LIBRARY ASSISTANT TYPING | 04 |
| LOAN ADVISOR PROPERTY IMPROVEMENT | 19 |
| MECHANIC DIESEL – MEC | 18 |
| MICROFILM MACHINE OPERATOR | 04 |
| MICROFILM SYSTEMS SUPERVISOR | 11 |
| NURSE COORDINATOR PSYCHIATRIC THERAPY | 34 |
| OCCUPATIONAL THERAPIST | 26 |
| PHYSICAL THERAPY AIDE | 09 |
| PRINCIPAL ENGINEERING CLERK | 12 |
| PRINCIPAL MICROFILM MACHINE OPERATOR | 09 |
| PROBATE ASSISTANT | 06 |
| PROJECT DIRECTOR NUTRITION | 16 |
| PROGRAM SPECIALIST ALCOHOL ABUSE ACTIVITIES | 11 |

| <u>TITLE</u> | <u>RANGE</u> |
|---|--------------|
| PSYCHIATRIC SOCIAL WORKER | 26 |
| PSYCHIATRIC TECHNICIAN | 08 |
| PUBLIC HEALTH NUTRITIONIST | 24 |
| QUALITY ASSURANCE COORD. HEALTH FACILITY | 33 |
| RECREATION THERAPIST (series) | 09 |
| RECEPTIONIST/ TELEPHONE OPERATOR | 03 |
| RECEPTIONIST/ TYPIST | 04 |
| RESEARCH AIDE | 11 |
| RESOURCE RECOVERY UTILITIES REPAIRER 2 | 27 |
| SENIOR COUNSELOR, PENAL INSTITUTIONS | 24 |
| SENIOR LEASED HOUSING SPECIALIST | 16 |
| SENIOR MICROFILM MACHINE OPERATOR | 07 |
| SENIOR RESEARCH ANALYST | 28 |
| STATIONARY ENGINEER (series) | 14 |
| SUPERVISOR SR. CITIZEN OUTREACH & REFERRAL PROG | 25 |
| TEACHER JUVENILE DETENTION CENTER | 21 |
| TECHNICAL ASSISTANT LAND USE | 25 |
| TRAINING OFFICER, JUVENILE DETENTION | 21 |
| TRAINING OFFICER, LAW ENFORCEMENT | 15 |

Exhibit E: Work Clothing
(List of Covered Titles)

| | Annual Clothing Maint. Allowance: | Annual Boot/Shoe Allowance: |
|--|---|-----------------------------------|
| Security: | | |
| <u>Title Series:</u> | | |
| (Juvenile Det. Center): Juv. Det. Officer | Yes | boots- initial |
| (Resource Con./Parks): Park Ranger | Yes | No |
| (Clerk of the Board): Security Guard | Yes | shoes- initial |
| (Health Dept.): Environmental Specialists | Yes | \$100 |
| <hr/> | | |
| Medium Blue Collar: | | |
| <u>Title Series:</u> | | |
| (Office on Aging): Delivery Workers | Yes | No |
| Storekeepers | Yes | No |
| (Buildings & Grounds): Maint. Repairer | Yes | No |
| HVAC, Refrig. Mech. | Yes | No |
| Groundskeeper | Yes | No |
| Electrician, Tech. | Yes | No |
| Bldg. Maint. Worker | Yes | No |
| Bldg. Serv. Worker | Yes | No |
| Painter | Yes | No |
| (Engineering): Eng. Aide - field | Yes | No |
| Traffic Maint. Worker | Yes | No |
| Laborer | Yes | No |
| Sign Maker | Yes | No |
| Land Surveyor | Yes | No |
| (Highway): Truck Driver | Yes | \$100 |
| Laborers | Yes | \$100 |
| Equip. Operators -all | Yes | \$100 |
| Inspectors, Mosq. | Yes | \$100 |
| Storekeeper, Stock | Yes | \$100 |
| Bridge Repairer | Yes | \$100 |
| Tree Climber, Trimmer | Yes | \$100 |
| Road Inspector | Yes | \$100 |

Exhibit E: Work Clothing
(List of Covered Titles)

| | Annual Clothing Maint. Allowance: | Annual Boot/Shoe Allowance: |
|---------------------------|---|-----------------------------------|
| Security: | | |
| Entom., Wet Spec. | Yes | \$100 |
| Welder | Yes | \$100 |
| Mason, Mason's helper | Yes | \$100 |
| (Health Dept.) | | |
| Housing Inspectors | Yes | No |
| Animal Attendant/Advocate | Yes | \$100 |
| Sanitary Insp. | Yes | No |
| Public Hlth. Inv. | Yes | No |
| (Information Technology): | | |
| Print Mach. Op. | Yes | No |
| (Public Safety Services): | | |
| Radio Technician | Yes | No |
| (Resource - Parks): | | |
| Maint. Repairer | Yes | \$100 |
| Building Maint. Worker | Yes | \$100 |
| (Weights & Measures): | | |
| Asst. Superintendent | Yes | \$100 |
| W & M Apprentice | Yes | \$100 |
| <hr/> | | |
| Light Blue/ White: | | |
| <u>Title Series:</u> | | |
| (Public Safety Services): | | |
| Telecommunicator | Yes | No |
| Fire Instructor | Yes | No |
| (County Clerk): | | |
| Clerical @ Mall Store | No | No |
| (Community Development): | | |
| Housing Inspector | No | No |
| Cost Est., Prop. Impr. | No | No |
| (Engineering): | | |
| Public Works Insp. | No | No |
| Engineer - office | No | No |
| Eng. Aide - Office | No | No |
| Traffic Safety Coord. | No | No |
| (Health Dept.): | | |
| Field Rep., Comm. Dis. | No | No |

Exhibit E: Work Clothing
(List of Covered Titles)

| | Annual Clothing Maint. Allowance: | Annual Boot/Shoe Allowance: |
|---|---|-----------------------------------|
| Security: | | |
| (Sheriff's Dept.): GRANT Community Svcs. | No | No |
| (Resource Conserv.): Events Staff (Cult. Aff.) | No | No |
| Events Staff (Parks Cler.) | No | No |
| Heavy Blue Collar: | | |
| (Solid Waste/RRC): Res. Rec. Util. Op. | Rental | \$200 |
| Haz. Waste Op. | Rental | \$200 |
| Mechanic/Super. | Rental | \$200 |
| Heavy Equip. Op. | Rental | \$200 |
| Laborer | Rental | \$200 |
| (Highway): Mechanics | Rental | \$100 |
| Mechanics' Helper | Rental | \$100 |
| Tire Service | Rental | \$100 |
| Miscellaneous: | | |
| (Buttonwood Hospital): Food Serv. Worker | No | \$50 |
| Cook | No | \$75 |
| Housekeeper | No | \$75 |
| Boiler Op./Maint. Rep. | No | \$100 |
| Storekeeper | No | \$100 |

Exhibit F: 2007 - 2010 Salary Ranges

| <u>2007</u> | | | <u>2008</u> | | | <u>2009</u> | | | <u>2010</u> | | |
|-------------|---------|---------|-------------|---------|---------|-------------|---------|---------|-------------|---------|---------|
| Range | Minimum | Maximum | Range | Minimum | Maximum | Range | Minimum | Maximum | Range | Minimum | Maximum |
| 2 | 22,917 | 33,671 | 2 | 23,917 | 35,171 | 2 | 24,917 | 36,671 | 2 | 25,917 | 38,171 |
| 3 | 23,535 | 35,104 | 3 | 24,535 | 36,604 | 3 | 25,535 | 38,104 | 3 | 26,535 | 39,604 |
| 4 | 24,151 | 36,607 | 4 | 25,151 | 38,107 | 4 | 26,151 | 39,607 | 4 | 27,151 | 41,107 |
| 5 | 24,768 | 38,189 | 5 | 25,768 | 39,689 | 5 | 26,768 | 41,189 | 5 | 27,768 | 42,689 |
| 6 | 25,385 | 39,516 | 6 | 26,385 | 41,016 | 6 | 27,385 | 42,516 | 6 | 28,385 | 44,016 |
| 7 | 26,002 | 40,896 | 7 | 27,002 | 42,396 | 7 | 28,002 | 43,896 | 7 | 29,002 | 45,396 |
| 8 | 26,619 | 42,331 | 8 | 27,619 | 43,831 | 8 | 28,619 | 45,331 | 8 | 29,619 | 46,831 |
| 9 | 27,234 | 43,824 | 9 | 28,234 | 45,324 | 9 | 29,234 | 46,824 | 9 | 30,234 | 48,324 |
| 10 | 27,852 | 45,377 | 10 | 28,852 | 46,877 | 10 | 29,852 | 48,377 | 10 | 30,852 | 49,877 |
| 11 | 28,469 | 46,386 | 11 | 29,469 | 47,886 | 11 | 30,469 | 49,386 | 11 | 31,469 | 50,886 |
| 12 | 29,085 | 47,420 | 12 | 30,085 | 48,920 | 12 | 31,085 | 50,420 | 12 | 32,085 | 51,920 |
| 13 | 29,703 | 48,481 | 13 | 30,703 | 49,981 | 13 | 31,703 | 51,481 | 13 | 32,703 | 52,981 |
| 14 | 30,319 | 49,569 | 14 | 31,319 | 51,069 | 14 | 32,319 | 52,569 | 14 | 33,319 | 54,069 |
| 15 | 30,936 | 50,683 | 15 | 31,936 | 52,183 | 15 | 32,936 | 53,683 | 15 | 33,936 | 55,183 |
| 16 | 31,553 | 51,825 | 16 | 32,553 | 53,325 | 16 | 33,553 | 54,825 | 16 | 34,553 | 56,325 |
| 17 | 32,170 | 52,994 | 17 | 33,170 | 54,494 | 17 | 34,170 | 55,994 | 17 | 35,170 | 57,494 |
| 18 | 32,787 | 53,954 | 18 | 33,787 | 55,454 | 18 | 34,787 | 56,954 | 18 | 35,787 | 58,454 |
| 19 | 33,403 | 54,932 | 19 | 34,403 | 56,432 | 19 | 35,403 | 57,932 | 19 | 36,403 | 59,432 |
| 20 | 34,020 | 55,932 | 20 | 35,020 | 57,432 | 20 | 36,020 | 58,932 | 20 | 37,020 | 60,432 |
| 21 | 34,637 | 56,951 | 21 | 35,637 | 58,451 | 21 | 36,637 | 59,951 | 21 | 37,637 | 61,451 |
| 22 | 35,254 | 57,988 | 22 | 36,254 | 59,488 | 22 | 37,254 | 60,988 | 22 | 38,254 | 62,488 |
| 23 | 35,871 | 59,047 | 23 | 36,871 | 60,547 | 23 | 37,871 | 62,047 | 23 | 38,871 | 63,547 |
| 24 | 36,487 | 60,129 | 24 | 37,487 | 61,629 | 24 | 38,487 | 63,129 | 24 | 39,487 | 64,629 |
| 25 | 37,104 | 61,230 | 25 | 38,104 | 62,730 | 25 | 39,104 | 64,230 | 25 | 40,104 | 65,730 |
| 26 | 37,735 | 62,357 | 26 | 38,735 | 63,857 | 26 | 39,735 | 65,357 | 26 | 40,735 | 66,857 |
| 27 | 38,805 | 63,503 | 27 | 39,805 | 65,003 | 27 | 40,805 | 66,503 | 27 | 41,805 | 68,003 |
| 28 | 39,953 | 64,672 | 28 | 40,953 | 66,172 | 28 | 41,953 | 67,672 | 28 | 42,953 | 69,172 |
| 29 | 41,106 | 65,866 | 29 | 42,106 | 67,366 | 29 | 43,106 | 68,866 | 29 | 44,106 | 70,366 |
| 30 | 42,262 | 67,081 | 30 | 43,262 | 68,581 | 30 | 44,262 | 70,081 | 30 | 45,262 | 71,581 |
| 31 | 43,414 | 68,324 | 31 | 44,414 | 69,824 | 31 | 45,414 | 71,324 | 31 | 46,414 | 72,824 |
| 32 | 44,570 | 69,590 | 32 | 45,570 | 71,090 | 32 | 46,570 | 72,590 | 32 | 47,570 | 74,090 |
| 33 | 45,723 | 70,882 | 33 | 46,723 | 72,382 | 33 | 47,723 | 73,882 | 33 | 48,723 | 75,382 |
| 34 | 46,879 | 72,199 | 34 | 47,879 | 73,699 | 34 | 48,879 | 75,199 | 34 | 49,879 | 76,699 |
| 35 | 48,032 | 73,543 | 35 | 49,032 | 75,043 | 35 | 50,032 | 76,543 | 35 | 51,032 | 78,043 |
| 36 | 49,188 | 86,017 | 36 | 50,188 | 87,517 | 36 | 51,188 | 89,017 | 36 | 52,188 | 90,517 |