

1995 - 1998

AGREEMENT

between

BURLINGTON COUNTY PROSECUTOR

and

PROSECUTOR'S CLERICAL EMPLOYEES

and

COMMUNICATION WORKERS OF AMERICA, LOCAL #1044

Effective Date of Agreement

January 1, 1995 - December 31, 1998

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EXHIBIT A	Titles and Ranges	
EXHIBIT B	Burlington County Prosecutor's Office Salary Ranges	(1995, 1996, 1997, 1998, 1999)

PREAMBLE

WHEREAS, the County Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting his relations with his employees insofar as such practices and procedures are appropriate to the functions and obligations of the County Prosecutor, to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this agreement is not intended to modify any of the discretionary authority vested in the County Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of employees covered by this agreement, to prevent interruptions of work and interference with the efficient operations of the office of the County Prosecutor and to provide an orderly and prompt method for handling and processing grievances;

This agreement dated May 7, 1996, between the Burlington County Prosecutor, hereinafter referred to as the "Employer" and the Prosecutor's Clerical employees as represented by the Communications Workers of America Local 1044, hereinafter referred to as the "Union" or "Representative".

Now, therefore, the parties agree with each other as follows:

ARTICLE I

RECOGNITION

The employer recognizes the Communications Workers of America, Local 1044, as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all clerical employees of the County Prosecutor. Managerial executives and confidential employees, within the meaning of N.J.S.A. 34:13A-3 et.seq. are excluded from this agreement.

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

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1:

Collective bargaining with respect to rates of pay, hours of work, and all other conditions of employment shall be conducted by the respective duly-authorized bargaining agents of the employer and employees.

Section 2:

Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the employer or employees.

Section 3:

Clerical employees of the Prosecutor's Office of Burlington County designated by the employees to participate in collective bargaining meetings, call for the negotiation of a collective bargaining agreement, or for renegotiation pursuant to the terms and provisions of this agreement, shall be excused from work assignments while in attendance at such meetings.

ARTICLE III

REPRESENTATIVES

Section 1: Grievance Representatives

The employer shall permit the grievance representative or alternate representative to conduct their business (consisting of conferences with employees and management on specific grievances in accordance with the grievance procedures set forth herein) during the duty hours of the representatives and without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the work force or require the recall of off-duty personnel.

- B. It is hereby agreed that this agreement shall, in no way, limit or restrict the union or its members from exercising any legal rights which it might have, including its rights to resort to PERC, the Department of Personnel or the Courts.

ARTICLE VII

WORK RULES

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided that the same are not contrary to this agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or copy sent to the Union.

Such rules and regulations shall be equitably applied and enforced.

ARTICLE VIII

GENERAL RULES OF COMPENSATION

- A. Rates of compensation set forth in this Agreement, in an addendum or supplement, shall apply only to full time employees.

Part time employees shall work no more than 24 hours per week. The hourly rate shall be computed as follows: The annual salary for the occupied position shall be divided by the number of working days per year, the product of which shall be divided by eight (8).

- 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

1995

1. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her base salary shall be adjusted to the step on the higher range which is equal to or greater than one (1) step on his/her present range.

2. Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his/her base salary shall be adjusted to the step on the lower range which is equal to or less than the previous step of his/her present range. However, no employee shall be placed on the lower range at a salary greater than Step 17.

1996-1998

1. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her base salary shall be increased by the amount of the negotiated increase applicable to the year in which the employee received the promotion. However, no employee shall be placed on the higher range at a salary greater than the maximum for that range.
2. Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his/her base salary shall be reduced by the amount of the negotiated increase applicable to the year in which the employee received the demotion. However, no employee shall be placed on the lower range at a salary greater than the established maximum for that range.

E. Out-of-Title Pay

An employee who is the sole employee to assume the job responsibilities of another employee who holds a higher paid title 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 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 IX

SALARIES

It is agreed that to be covered by this Agreement an employee shall have maintained continuous full-time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

A. Salary Adjustments - 1995

The minimum salary shall be \$13,548.00.

1. Effective January 1, 1995, all steps on the 1994 Burlington County Compensation Plan shall be increased by two and one half percent (2.5%) thus creating the 1995 Burlington County Compensation Plan (Exhibit B-95).
2. On July 1, 1995, all employees who have at least eleven (11) months of continuous full-time employment by June 15, 1995 shall be eligible for a one-step salary adjustment on the Burlington County Compensation Plan (Exhibit B-95). Any employee on or above Step 17 of the 1995 Burlington County Compensation Plan shall receive his/her 1995 increment in a cash award.
3. Such increment shall be paid retroactive to January 1, 1995.

B. Salary/Increment Adjustment - 1996

1. Effective January 1, 1996, all maximums on the 1995 salary ranges shall increase by \$500.
2. Effective January 1, 1996, employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 1995 shall receive a \$1,000 increase added to their 1995 base pay. For this contract year only, any employee who is at or above the established maximum (Exhibit B-96) shall have the 1996 increase added to their base pay.

C. Salary/Increment Adjustment - 1997

1. Effective January 1, 1997, all minimums and maximums on the 1996 salary ranges shall be increased by \$536, thus creating the 1997 salary ranges.
2. Effective January 1, 1997, all employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 1996 shall receive a \$1,073 salary increase added to their base pay. Employees at or above the established maximum (Exhibit B-97) for their job classification shall receive an increase of \$536 to their base pay and \$537 as a lump sum payment. In the event an employee's base salary exceeds the maximum after the salary adjustment is added to their base pay, the amount over the maximum shall be paid in a lump sum.

D. Salary/Increment Adjustment - 1998

1. Effective January 1, 1998, all minimums and maximums on the 1997 salary ranges shall be increased by \$558, thus creating the 1998 salary ranges.
2. Effective January 1, 1998, all employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 1997 shall receive a \$1,116 salary increase added to their base pay. Employees at or above the established maximum (Exhibit B-98) for their job classification shall receive an increase of \$558.00 to their base pay and \$558 in a lump sum payment. In the event an employee's base salary exceeds the maximum after the salary adjustment is added to their base pay, the amount over the maximum shall be paid in a lump sum.

E. Increment Adjustment - 1999

1. Effective January 1, 1999, all employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 1998, shall receive a two percent (2%) increment added to their base pay. Employees at or above the established maximum (Exhibit B-99) for their job classification shall receive said increase in a lump sum payment.

ARTICLE X

TUITION REIMBURSEMENT

Employees will be eligible for tuition reimbursements for courses which are job related, provided prior approval is received from the Prosecutor. The determination as to whether a course is job related will be within the sole discretion of the Prosecutor.

If prior approval is granted, the employee must submit evidence that he/she has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in the Prosecutor's 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 Prosecutor's service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University, per semester.

ARTICLE XI

WORK SCHEDULE

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

- A. For all clerical employees in the Prosecutor's Office, the work day shall be seven (7) consecutive hours per day, thirty-five (35) hours per week. The work week shall consist of five (5) consecutive days. Lunch periods shall not be included in the seven (7) hour period.
- B. Regular working hours shall consist of any consecutive seven (7) hour period from 8:00 AM to 4:00 PM, from 8:30 AM to 4:30 PM, or from 9:00 AM to 5:00 PM, with one hour for lunch. Such schedule shall be set by the Prosecutor, based upon the needs of the unit.

ARTICLE XII

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 12th, known as Lincoln's Birthday.
- 4. The holiday celebrated on the third Monday in February.
- 5. Good Friday
- 6. Last Monday in May, known as Memorial Day.
- 7. July 4th, 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 11th, known as Veterans' Day.
- 12. Fourth Thursday in November, known as Thanksgiving Day
- 13. Friday after Thanksgiving Day.
- 14. December 25th, known as Christmas Day.

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.

Employees must be in a pay status the work day before and the work day after a holiday in order to be paid for the holiday.

Holiday Pay - If any employee is not scheduled to work on a holiday, but is requested to do so by the supervisor, such employee shall be compensated at the rate of one and one-half times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

ARTICLE XIII

OVERTIME

General Rules:

1. Overtime refers to any time worked beyond the normal work week and is to be earned only when an employee is ordered to work by the Prosecutor, Office Manager or immediate supervisor. Such order shall be given only when unusual circumstances arise. If an employee works overtime, he/she shall be entitled to compensatory time off or pay equal to one and one half times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.
2. No overtime shall be authorized or approved unless the individual making the application has, in fact, worked his/her designated position beyond his/her normal work week of either thirty-five (35) or forty (40) hours. Sick leave shall be considered "time worked," unless, at the sole discretion of the Prosecutor or designee, the employee shall be required to provide medical documentation for him/herself or other persons covered within the definition of sick leave with his/her request for overtime payment. Personal leave, holiday and vacation time shall be considered "time worked" if properly scheduled and approved.
3. Compensatory time off must be taken within the thirty (30) day period immediately following the overtime worked unless priority of work necessitates an extension of time or the calendar year ends within the thirty (30) day period. Compensatory time shall not accumulate from year to year, but previously earned compensatory time shall not be altered or affected by the terms of this agreement.
4. If any employee elects to be compensated with overtime pay in lieu of compensatory time off, he/she shall immediately notify the department head, following the period in which overtime hours are worked.
5. If compensatory time cannot be scheduled within a thirty (30) day period from the date the overtime was worked, the employee shall be compensated with overtime pay.

ARTICLE XIV

SENIORITY/JOB POSTING

- A. Seniority is defined as an employee's total length of service with the employer.
- B. In the event of a dispute concerning the seniority of two or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name.
- 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 shall be posted on the bulletin boards on the legal, investigative and all satellite offices, 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 XV

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 plan to include a five dollar (\$5.00) doctor visit co-pay and a seven dollar (\$7.00) generic and a fifteen dollar (\$15.00) brand co-pay prescription plan, and an optical plan. 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. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately.
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.
3. Employees hired on or after January 1, 1996 shall select only one (1) provider network for medical benefits.
4. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

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

B. DENTAL

1. Effective January 1, 1992 the Employer shall pay for and provide a 50/50 family dental plan for preventive, diagnostic and basic benefits.
2. Effective January 1, 1994, the 50/50 family dental plan shall be upgraded to 80/20 family dental plan for preventive, diagnostic and basic benefits.
3. The family program of dental care shall include orthodontics for children only and prosthodontics. Employees' eligibility shall be determined in accordance with Paragraph A (Health Benefits).

- a. The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000.00) per eligible patient in any calendar year.
- b. Orthodontic benefits are subject to a one thousand dollar (\$1,000.00) maximum per lifetime which is separate from the maximum mentioned above.

C. EYE CARE PLAN OF AMERICA

1. Effective at the signing of the agreement all employees in the county self-funded insurance plan will be offered participation in the Eye Care Plan of America.
2. Effective January 1, 1994 all employees will be offered participation in the Eye Care Plan of America.

D. LIFE INSURANCE

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

E. DISABILITY PLAN

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

F. MILEAGE

Employees shall be paid twenty-five cents (\$.25) per mile for privately-owned vehicles used during the course of employment.

G. CLOTHING ALLOWANCE

If any employee, during other than normal work-related duties, damages clothing, such employee shall be reimbursed for the full amount thereof upon presentation of receipt for damages or two (2) quotes for repair and/or replacement, and a report submitted to the Chief of Investigators or Office Manager explaining the circumstances surrounding the loss.

H. JURY DUTY

If any employee is called to serve on a jury, the time will not be deducted from his/her vacation time if his/her jury check is turned over to the County Treasurer's Office for the number of days absent from his/her employ. This time must be reported on the daily report forms.

I. COFFEE BREAK

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

ARTICLE XVI

VACATION

Full time employees in the Prosecutor's Office shall be entitled to the following annual vacation with pay subject to scheduling approval by the Prosecutor.

1. 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 (1/2) 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.
2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years	12 days
after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days
3. Additional days based upon years of service are credited on January 1st in the calendar year of the employee's anniversary.

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.

4. 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 and at the end of each calendar year. Deductions will be made from an employee's final pay if more vacation has been taken than has been earned.
5. 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/her vacation, shall be compensated in money for any earned, unused vacation time.
6. Permanent part time employees on a daily or hourly basis shall be eligible for vacations in accordance with Department of Personnel rules and regulations.

ARTICLE XVII

SICK LEAVE

- A. Full time employees in the county service shall be entitled to sick leave with pay in accordance with the following schedule:
 1. 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 (1/2) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.
 2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

3. 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 1 1/4 days per month for purposes of computing time owed to the Prosecutor's Office 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.
4. Permanent part time employees shall be eligible for sick leave of absence with pay in accordance with Department of Personnel rules and regulations.
5. 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.
6. Paid sick days shall not accrue during a leave of absence without pay.
7. 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/her position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:
 - a. Up to ten (10) working days of emergency attendance upon a member of his/her family seriously ill and requiring the presence of such employee. Family is defined as spouse, parents, children, grandparents, or anyone residing in the same household. For good cause shown, this definition of family may be expanded, upon request and approval of the Prosecutor or his designee.
 - b. Up to five (5) working days may be requested for a death in the immediate family to include spouse, parents, parents-in-law, children, grandparents, or siblings. Upon request and approval of the Prosecutor, this definition may be expanded.
8. If any 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.

9. 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.
10. 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 set forth above shall notify his/her immediate supervisor by telephone or personal message prior to the normal starting time, or he/she shall suffer loss of pay.
11. Sick days may accumulate.
12. 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 Prosecutor, who may approve such request based upon merit.

B. Sick Leave/Pregnancy Disability

1. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Prosecutor may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.
2. An employee may use accrued leave time (for example: sick, vacation, personal) for pregnancy-disability purposes, but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

C. Family Medical Leave

1. Family Leave as set forth in 19 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.
2. An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for the New Jersey Temporary Disability Plan.

D. Military Leave

A permanent or temporary employee who is a member of the Naval Militia or of a Reserve component of any of the Armed Forces of the United States, who is ordered to undergo required annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period, for a period of ten (10) working days. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his/her commanding officer and a copy of his/her orders prior to the effective date of such leave.

In the event that said employee wishes to undertake additional optional training through the National Guard, Naval Militia, or Reserve component, the employer shall consider the request for such leave, in accordance with regulations. Upon receiving reasonable notice from the New Jersey Department of Defense or the employee's respective reserve component that said employee has made application for such training, and also providing said leave of absence will not unduly interfere with the operation of the employee's department, it may be granted.

E. Absence without Leave

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

ARTICLE XVIII

SPECIAL LEAVE OF ABSENCE

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

ARTICLE XIX

PERSONAL LEAVE

- A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the county service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.
- B. An employee shall give no less than twenty-four (24) hours advance notice of his/her intent to take a personal leave day.
- C. 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.

ARTICLE XX

RETIREMENT

- A. Each employee in the classified service 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/her on the effective day of his/her retirement.
 - 1. The amount of the supplemental compensation payment shall be computed at the rate of one half (1/2) 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/her employment prior to the effective date of his/her retirement. Lump sum supplemental compensation payment shall be made in compliance with N.J.S.A. 11A:6-19.
- B. For the calendar year 1992, employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be eligible to have his/her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the County. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverages for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

- C. Effective January 1, 1993, all employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be covered by a comprehensive, County self-funded, medical plan subject to the provisions of Article XV, Benefits Paragraph A.2.

Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A and B.

The county shall continue its current practice of payment of full coverage for the first 90 days following the date of retirement, regardless of the number of years of service.

ARTICLE XXI

WORKERS' COMPENSATION, SAFETY & HEALTH

- A. When an employee is injured on duty, he/she shall notify the Prosecutor immediately so that a departmental report may be prepared. The employee and his/her immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he/she desires to use his/her 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/she is on leave of absence without pay, he/she shall be entitled to his/her Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his/her accumulated time, he/she shall receive his/her 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/her 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/her 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/her return to work.

- B. The Employer 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 Employer and a Representative shall each designate a safety committee member from the office. 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 Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer'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 of pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.
- D. Pregnant VDT operators who are requested to operate a VDT for five (5) hours or more per day shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

ARTICLE XXII

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 the Prosecutor that records of counselling sessions contained in any personnel file be removed after twelve (12) months provided there has been no reoccurrence of the same or similar nature. The Prosecutor's refusal to remove said documents shall not be subject to the formal grievance procedure.

ARTICLE XXIII

EQUAL TREATMENT

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

ARTICLE XXIV

UNION DUES

The employer 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 employer, the amount of monthly union dues. Dues shall be per month or such amount as may be certified by the CWA to the employer 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, 1925 K Street, N.W., Washington, DC 20006, 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 president.

The CWA agrees to indemnify and hold the county and the Prosecutor's Office harmless against any and all claims, suits, orders or 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 the 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 15th of any given year. Dues shall be halted beginning with the first day period of each calendar year.
2. The county will immediately supply the union with 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 Prosecutor written notice prior to the effective date of such change, and shall furnish the Prosecutor a certified copy of the resolution, indicating dues changes and the effective date of such changes.

ARTICLE XXV

AGENCY SHOP

A. Purposes of Fee

Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay to 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 Fee

Prior to the beginning of each contract year, the union will notify the employer 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 85% of the regular membership dues, fees and assessments.

C. Deduction and Transmission of Fee

After verification by the employer 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.

The county shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

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 and the Prosecutor. 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/she 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, the Burlington County Board of Chosen Freeholders, and the Prosecutor 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 employer 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 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, 1998, 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 1st, April 1st, July 1st or October 1st, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the contract on January 1st, 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

RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE

- A. Designated agents of the Representative shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Representative 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 Representative and the Employer.
- B. The Union shall be granted an aggregate of fifteen (15) paid and fifteen (15) unpaid days leave time per annum to attend to Union business. 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 the efficient operation of the Prosecutor's Office.
- E. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the Prosecutor and his offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate designee of the Prosecutor of his/her presence.
- F. Upon reasonable notice and approval of the Prosecutor or appropriate designee, the Union may hold meetings on Prosecutor's Office premises during the lunch hour.
- G. The Union may distribute literature to members of the Bargaining Unit on Prosecutor's Office premises, so long as it is not disruptive of Prosecutor's Office business.
- H. The use of the County mail delivery service shall be limited to those offices which currently occupy or which may occupy in the future a County-owned or leased facility.

I. Credit Union

1. Eligibility

Effective at the signing of this contract, all members of CWA Local 1044 shall be eligible to participate in a credit union sponsored and approved by CWA Local 1044 subject to all terms and conditions established by CWA Local 1044 for such participation. Nothing herein shall be deemed to require any employee to become a participant in said credit union.

2. Amount of Deduction

CWA Local 1044 will notify the Employer in writing as to the authorized credit union and procedure for deduction. Such deduction shall be made after written approval has been received from the employee.

3. Deduction and Transmission of Fee

Deductions shall be made by the County within a reasonable time and in accordance with the procedures as set forth and authorized by the credit union, CWA Local 1044, and the employee.

4. County Held Harmless

CWA Local 1044 hereby agrees that it will indemnify and hold Burlington County and the Burlington County Board of Chosen Freeholders and Burlington County Prosecutor Office harmless from any claims, actions, or proceedings brought by an employee in the negotiating unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to CWA Local 1044 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.

ARTICLE XXVII

NO-STRIKE PLEDGE

For the duration of this agreement, the representative, 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 employer. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this agreement.

ARTICLE XXVIII

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, 1998. It is agreed to and understood by and between the parties hereto that, unless specifically referred to as retroactive thereto, all terms and provisions of this Agreement are not retroactive to January 1, 1995 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, 1999 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.

ARTICLE XXIX

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 XXX

GENERAL PROVISIONS

- A. The Prosecutor and Union will meet from time to time upon reasonable request of either party to discuss matters of general interest and concern; matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A three (3)-day advance notice will be given by either party.
- B. It is hereby agreed that this agreement shall, in no way, limit or restrict the union from exercising any legal rights which it might have, including its right to resort to P.E.R.C. or to seek a remedy through the courts.
- C. The employer agrees to grant the necessary time off without loss of pay or time to any properly elected delegate of a bona fide Civil Service organization to attend any State or National convention as provided under N.J.S.A. 11:26C-4. The employer shall permit said delegate to attend the monthly State Delegates' meeting without loss of pay or time.

ARTICLE XXXI

COMPLETE AGREEMENT

The employer and the representative 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President respectively, attested by their clerk and Secretaries, respectively, and their seals to be hereto affixed this 7th day of May, 1996.

Stephen G. Raymond
STEPHEN G. RAYMOND
Burlington County Prosecutor

Linda K. Coffey
LINDA K. COFFEY
Freeholder Director

Frederick F. Gallo
FREDERICK F. GALLO
Clerk Administrator

Attest: *Kim M. Bramble*

C.W.A. Local 1044
Communications Workers
of America

John Lazzarotti
JOHN LAZZAROTTI President

Florence Mc Namara
FLORENCE MC NAMARA

Calvin Money
CALVIN MONEY

Betty Rzone
BETTY RZOME

La Verne Beslow
LA VERNE BESLOW

Joyce Wakefield
JOYCE WAKEFIELD

Margarite Tyson
MARGUARITE TYSON

Martha M. Derois
MARTHA DEROIS

Shirley Ciprian
SHIRLEY CIPRIAN

Attest: _____

EXHIBIT A

<u>TITLE</u>	<u>RANGE</u>
ACCOUNT CLERK	04 *
ACCOUNT CLERK-TYPING	04 *
ACCOUNTING ASSISTANT	13
ADMITTING CLERK	05
ALCOHOLISM COUNSELOR	11
ALCOHOLISM COUNSELOR TRAINEE	07
ANALYST GRANT APPLICATIONS	21
ANIMAL ATTENDANT	06
ARMORER	10
ART THERAPIST	18
ASSISTANT ADMINISTRATIVE ANALYST	13
ASSISTANT SUPT OF WEIGHT/MEAS	10
ASSISTANT ENGINEER	31
ASSISTANT ENGINEER CIVIL	31
ASSISTANT FOOD SERVICE MANAGER	18
ASSISTANT HEAD NURSE	29
ASSISTANT LAUNDRY MANAGER	09
ASSISTANT LIBRARIAN	22
ASSISTANT MANAGER MOBILE MEALS PGRM	13
ASSISTANT NUTRITION PROGRAM COORD.	16
ASSISTANT PLANNER	23
ASSISTANT PROGRAM ANALYST	11
ASSISTANT SUPERVISOR ROADS	16
ASSISTANT SUPERVISING BRIDGE REPAIRER	16
ASSISTANT SUPERVISING MECHANIC	19
ASSISTANT SUPERVISOR OF NURSES	33
ASSISTANT SUPERVISOR TRAFFIC MAINT.	19
AUDIO-VISUAL REPAIRER	08
BIOLOGIST MEC	18
BOILER OPERATOR	11
BRIDGE OPERATOR	05
BRIDGE REPAIRER	11
BUILDING MAINTENANCE WORKER	09
BUILDING SERVICE WORKER	03
BUYER	16
CARPENTER	10
CHAUFFEUR	07
CHIEF FIRE INSTRUCTOR	16
CHIEF POLICE INSTRUCTOR	16
CLERK	02 *
CLERK BI-LINGUAL	03 *
CLERK STENOGRAPHER	06 *
CLERK TRANSCRIBER	05 *
CLERK TYPIST	04 *
COMMUNICATIONS OPERATOR	16

<u>TITLE</u>	<u>RANGE</u>
COMPUTER OPERATOR/PRINCIPAL	
LIBRARY ASSISTANT	08
COMMUNICATIONS OPERATOR/TRAINEE	10
COMPUTER SERVICE TECHNICIAN	24
COMPUTER SERVICE TECHNICIAN TRAINEE	16
COMPUTER OPERATOR	11
COMPUTER OPERATOR TRAINEE	05
COOK	11
COORDINATOR RECYCLING PROGRAM	27
COORDINATOR OF VOLUNTEERS	16
COST ESTIMATOR PROPERTY IMPROVEMENT	07
COUNSELOR-PENAL INSTITUTION	21
COUNSELOR-PENAL INSTITUTION	
BI-LINGUAL	21
DATA CONTROL CLERK	05 *
DATA CONTROL CLERK/TRANSCRIBER	08 *
DATA CONTROL CLERK-TYPING	05 *
DATA PROCESSING PROGRAMMER	24
DATA PROCESSING PROGRAMMER TRAINEE	16
DATA PROCESSING SYSTEMS PROGRAMMER	30
DATA PROCESSING TECHNICIAN	16
DELIVERY WORKER	05
DENTAL HEALTH CONSULTANT	22
DEPUTY WORK RELEASE ADMINISTRATOR	10
DIETICIAN	22
DOCKET CLERK	04 *
EMPLOYMENT SPECIALIST	13
ENGINEERING AIDE	10
ENTOMOLOGIST-MEC	21
ENVIRONMENTAL HEALTH TECHNICIAN	08
ENVIRONMENTAL SPECIALIST	21
EQUIPMENT OPERATOR	14
EQUIPMENT OPERATOR MEC	14
EXHIBIT ARTIST	09
FIELD REPRESENTATIVE - DISEASE	
CONTROL	15
FIELD REPRESENTATIVE TAXATION	15
FIRE PROTECTION INSPECTOR	29
FOOD SERVICE MANAGER	19
FOOD SERVICE WORKER	03
FORENSIC CHEMIST	22
GARAGE ATTENDANT	03
GEOGRAPHIC INFORMATION SYSTEMS	
SPECIALIST	27
GRADUATE NURSE	16
HAZARDOUS WASTE OPERATOR/TRAINEE	18

<u>TITLE</u>	<u>RANGE</u>
HAZARDOUS WASTE OPERATIONS TECHNICIAN	27
HEAD COOK	21
HEAD NURSE	32
HEALTH AIDE BILINGUAL	04 *
HEATING & AIR CONDITIONING MECHANIC	16
HEAVY EQUIPMENT OPERATOR	15
HEAVY EQUIPMENT OPERATOR-MEC	15
HOSPITAL ATTENDANT	04
HOSPITAL ATTENDANT (CERTIFIED)	09
HOSPITAL UTILIZATION REVIEW COORD.	33
HOUSING INSPECTOR	13
HOUSING ASSISTANCE TECHNICIAN	13
INDEX CLERK	03 *
INDEX CLERK TYPIST	04 *
INSPECTOR TRAINEE MEC	08
INSPECTOR-MEC	11
INSTRUCTOR IN SERVICE NURSING	33
INVESTIGATOR CONSUMER PROTECTION	10
JOB DEVELOPER	13
JUVENILE DETENTION OFFICER	10
JUVENILE DETENTION OFFICER (CERTIFIED)	16
LABORATORY TECHNICIAN	13
LABORATORY TECHNICIAN WATER ANALYSIS	13
LABORER	08
LAUNDRY MANAGER	13
LAUNDRY WORKER	04
LEGAL SECRETARY	14 *
LIBRARIAN	22
LIBRARIAN CHILDREN'S	22
LIBRARIAN TECHNICAL SERVICES	22
LIBRARY ASSISTANT TYPING	04 *
LIBRARY CLERK DRIVER	07
LIBRARY INTERN	11
LIBRARY TRAINEE	11
LOAN ADVISOR	19
LOAN ADVISOR PROPERTY IMPROVEMENT	19
MAIL CLERK	03
MAINTENANCE REPAIRER	10
MANAGEMENT SPECIALIST/SUPERVISING LIBRARY ASSISTANT	28
MARSH SPECIALIST-MEC	13
MASON	10
MECHANIC	14
MECHANIC DIESEL MEC	18
MECHANIC-DIESEL	18
MEDICAL RECORD CLERK	03 *
MEDICAL RECORD CLERK TYPING	04 *
MENTAL HEALTH WORKER	21

<u>TITLE</u>	<u>RANGE</u>
MICROFILM MACHINE OPERATOR	04 *
MICROFILM SYSTEMS SUPERVISOR	11
NARCOTIC CLINIC AIDE	09
NARCOTICS CLINIC SUPERVISOR	14
NARCOTICS COORDINATOR	19
NURSE COORD. PSYCHIATRIC THERAPY	20
OCCUPATIONAL THERAPIST	26
OMNIBUS OPERATOR	07
PAINTER	10
PATIENT ACTIVITIES COORDINATOR	09
PHYSICAL THERAPY AIDE	04
PHYSICAL THERAPY AIDE (CERTIFIED)	09
PILOT & AIRCRAFT MECHANIC, INSECT EXTERMINATION	25
PLANNER	23
PLANNER LAND USE	23
PLANNER, SOLID WASTE MANAGEMENT	23
PLANNING AIDE (SOLID WASTE)	15
PLUMBER	10
PRACTICAL NURSE	19
PRINCIPAL ACCOUNT CLERK	09 *
PRINCIPAL ACCOUNT CLERK TYPING	09 *
PRINCIPAL CLERK	07 *
PRINCIPAL CLERK BI-LINGUAL	10 *
PRINCIPAL CLERK STENOGRAPHER	10 *
PRINCIPAL CLERK TRANSCRIBER	10 *
PRINCIPAL CLERK TYPIST	09 *
PRINCIPAL DATA CONTROL CLERK	10 *
PRINCIPAL DATA CONTROL CLERK TYPING	11 *
PRINCIPAL DATA ENTRY MACHINE OPER.	10 *
PRINCIPAL DOCKET CLERK	09 *
PRINCIPAL ENGINEERING AIDE	22
PRINCIPAL ENGINEERING DRAFTSMAN/ TRAFFIC ANALYST	26
PRINCIPAL ENVIRONMENTAL SPECIALIST	30
PRINCIPAL INDEX CLERK	09 *
PRINCIPAL LIBRARIAN	28
PRINCIPAL LIBRARIAN CHILDREN'S	28
PRINCIPAL LIBRARIAN REFERENCE	28
PRINCIPAL LIBRARY ASSISTANT	08
PRINCIPAL LIBRARY ASSISTANT TYPING	08 *
PRINCIPAL MEDICAL RECORDS CLERK TYPING	13 *
PRINCIPAL MICROFILM MACHINE OPER.	09 *
PRINCIPAL PLANNER LAND USE	27
PRINCIPAL PLANNER SOLID WASTE MANAGEMENT	27

<u>TITLE</u>	<u>RANGE</u>
PRINCIPAL PURCHASING ASSISTANT/ TYPING	09
PRINCIPAL SANITARY INSPECTOR	30
PRINCIPAL TAX CLERK	10 *
PRINTING MACHINE OPERATOR 1	05
PRINTING MACHINE OPERATOR 3	16
PROBATE ASSISTANT	06
PROBATE CLERK TYPING	06
PROJECT DIRECTOR NUTRITION	16
PROGRAM ANALYST	13
PROGRAM COORDINATOR, SPECIAL EVENTS	08
PROGRAM NUTRITIONIST	21
PROGRAM SPECIALIST ALCOHOL ABUSE ACTIVITIES	11
PSYCHIATRIC SOCIAL WORKER	26
PSYCHIATRIC TECHNICIAN	08
PUBLIC HEALTH INVESTIGATOR	13
PUBLIC HEALTH LABORATORY TECHNICIAN	10
PUBLIC HEALTH NUTRITIONIST	19
PUBLIC WORKS INSPECTOR	24
PURCHASING ASSISTANT/TYPING	04
QUALITY ASSURANCE COORDINATOR HEALTH FACILITY	33
RABIES CONTROL OFFICER	05
RADIO DISPATCHER	04
RECEPTIONIST/TYPIST	04 *
RECEPTIONIST/TELEPHONE OPERATOR	03 *
RECEPTIONIST/TELEPHONE OPERATOR- TYPING	04 *
RECORDS MANAGER	16
RECREATION AIDE	06
RECREATION THERAPIST	09
RESEARCH AIDE	11
RESEARCH ANALYST	21
RESEARCH ASSISTANT	21
RESOURCE RECOVERY UTILITIES OPERATOR LEVEL (2)	27
ROAD INSPECTOR	14
SANITARY INSPECTOR	22
SANITARY INSPECTOR TRAINEE	15
SEAMSTRESS	03
SECURITY GUARD	03
SENIOR ACCOUNT CLERK	07 *
SENIOR ACCOUNT CLERK TYPING	07 *
SENIOR ALCOHOLISM COUNSELOR	14
SENIOR ANIMAL ATTENDANT	10
SENIOR BUILDING MAINTENANCE WORKER	08
SENIOR BUILDING SERVICE WORKER	08
SENIOR CITIZEN PROGRAM AIDE	03

<u>TITLE</u>	<u>RANGE</u>
SENIOR CLERK	04 *
SENIOR CLERK BI-LINGUAL	05 *
SENIOR CLERK STENOGRAPHER	08 *
SENIOR CLERK TRANSCRIBER	08 *
SENIOR CLERK TYPIST	07 *
SENIOR COMMUNICATION OPERATOR	24
SENIOR COMPUTER COMMUNICATION TECHNICIAN	31
SENIOR COMPUTER OPERATOR	16
SENIOR COOK	13
SENIOR COST ESTIMATOR PROPERTY IMPROVEMENT	19
SENIOR COUNSELOR	21
SENIOR COUNSELOR, PENAL INSTITUTIONS	19
SENIOR DATA CONTROL CLERK/TYPING	09 *
SENIOR DATA CONTROL CLERK TRANSCRIBER	10 *
SENIOR DATA ENTRY MACHINE OPERATOR	07 *
SENIOR DATA PROCESSING PROGRAMMER	30
SENIOR DATA PROCESSING SYSTEMS PROGRAMMER	35
SENIOR DOCKET CLERK	07 *
SENIOR EMPLOYMENT SPECIALIST	22
SENIOR ENGINEER	34
SENIOR ENGINEER CIVIL	34
SENIOR ENGINEERING AIDE	12
SENIOR ENVIRONMENTAL SPECIALIST	26
SENIOR FIELD REPRESENTATIVE DISEASE CONTROL	22
SENIOR FIRE INSTRUCTOR	18
SENIOR FOOD SERVICE WORKER	08
SENIOR FORENSIC CHEMIST	26
SENIOR GARAGE ATTENDANT	06
SENIOR HOSPITAL ATTENDANT (CERTIFIED)	11
SENIOR HOSPITAL ATTENDANT	07
SENIOR HOUSEKEEPER	08
SENIOR HOUSING ASSISTANT TECHNICIAN	16
SENIOR HOUSING INSPECTOR	18
SENIOR INDEX CLERK	05 *
SENIOR INSPECTOR MEC	15
SENIOR INTAKE RECRUITER/JTPA	13
SENIOR INVESTIGATOR CONSUMER PROTECTION	16
SENIOR JOB DEVELOPER	22
SENIOR JUVENILE DETENTION OFFICER	15
SENIOR JUVENILE DETENTION OFFICER (CERTIFIED)	19
SENIOR LABORATORY TECHNICIAN	17

<u>TITLE</u>	<u>RANGE</u>
SENIOR LAUNDRY WORKER	07
SENIOR LEASED HOUSING SPECIALIST	16
SENIOR LIBRARIAN	25
SENIOR LIBRARIAN REFERENCE	25
SENIOR LIBRARY ARTIST EXHIBIT	13
SENIOR LIBRARY ASSISTANT	06
SENIOR LIBRARY ASSISTANT TYPING	06 *
SENIOR LIBRARY CLERK DRIVER	08
SENIOR MAIL CLERK	05
SENIOR MAINTENANCE REPAIRER	12
SENIOR MEDICAL RECORDS CLERK TYPING	05 *
SENIOR MICROFILM MACHINE OPER.	07 *
SENIOR OFFSET MACHINE OPERATOR	10
SENIOR PAYROLL CLERK/TYPING	07
SENIOR PLANNER	27
SENIOR PLANNER SOLID WASTE MANAGEMENT	27
SENIOR PLANNING AIDE	19
SENIOR PRACTICAL NURSE	21
SENIOR PROBATE CLERK TYPING	10
SENIOR PUBLIC HEALTH INVESTIGATOR	17
SENIOR PUBLIC HEALTH LABORATORY TECHNICIAN	17
SENIOR RADIO DISPATCHER	10
SENIOR RECEPTIONIST/TELEPHONE OPERATOR	07
SENIOR RECREATION THERAPIST	11
SENIOR RESEARCH ANALYST	28
SENIOR ROAD INSPECTOR	18
SENIOR SANITARY INSPECTOR	26
SENIOR SANITATION INSPECTOR	18
SENIOR SECURITY GUARD	05
SENIOR SITE MANAGER	08
SENIOR SIGN DESIGNER PROCESSOR LETTERER	14
SENIOR STATIONARY ENGINEER	16
SENIOR STOREKEEPER	10
SENIOR TELEPHONE OPERATOR	07 *
SENIOR TELEPHONE OPERATOR TYPING	07 *
SENIOR TELEPHONE OPERATOR RECEPTIONIST	07 *
SENIOR TRAFFIC MAINTENANCE WORKER	12
SENIOR TRAFFIC SIGNAL ELECTRICIAN	18
SENIOR WEIGHMASTER	19
SIGN DESIGNER PROCESSOR LETTERER	11
SITE MANAGER NUTRITION PROJECT	05
SOCIAL WORKER INSTITUTIONS	21
STATIONARY ENGINEER	14
STOCK HANDLER	05

<u>TITLE</u>	<u>RANGE</u>
STOREKEEPER	07
SUPERVISING ACCOUNT CLERK	13 *
SUPERVISING ACCOUNT CLERK TYPING	13 *
SUPERVISING ALCOHOLISM COUNSELOR	18
SUPERVISING ANIMAL ATTENDANT	18
SUPERVISING CLERK	11 *
SUPERVISING CLERK STENOGRAPHER	14 *
SUPERVISING CLERK TRANSCRIBER	12 *
SUPERVISING CLERK TYPING	11 *
SUPERVISING DATA CONTROL CLERK	12 *
SUPERVISING DOCKET CLERK	13 *
SUPERVISING ENGINEERING AIDE	31
SUPERVISING GROUNDSKEEPER	15
SUPERVISING HEATING & AIR CONDITIONING MECHANIC	22
SUPERVISING INDEX CLERK	11 *
SUPERVISING JUVENILE DETENTION OFFICER	20
SUPERVISING JUVENILE DETENTION OFFICER (CERTIFIED)	23
SUPERVISING LIBRARIAN	30
SUPERVISING LIBRARIAN TECHNICAL SERVICES	30
SUPERVISING LIBRARY ASSISTANT	11
SUPERVISING LIBRARY ASSISTANT TYPING	11 *
SUPERVISING LIBRARIAN/SYSTEMS ANL.	31
SUPERVISING MAINTENANCE REPAIRER	20
SUPERVISING MECHANIC	22
SUPERVISING ROAD INSPECTOR	26
SUPERVISING TELEPHONE OPERATOR	10 *
SUPERVISOR BUILDING SERVICE	15
SUPERVISOR CENTRAL MAILING ROOM	09
SUPERVISOR OF LABORATORIES (CLINICAL & WATER ANALYSIS)	22
SUPERVISOR TRAFFIC MAINTENANCE	19
SYSTEMS ANALYST	35
TEACHER	21
TEACHER JUVENILE DETENTION CENTER	21
TECHNICAL ASSISTANT LAND USE	27
TELEPHONE OPERATOR	03 *
TELEPHONE OPERATOR TYPING	04 *
TIMEKEEPER	08
TIMEKEEPER TYPING	08
TRAFFIC MAINTENANCE SUPERVISOR	22
TRAFFIC MAINTENANCE WORKER	08
TRAFFIC SIGNAL ELECTRICIAN	14
TRAINEE WEIGHTS & MEASURES	04
TRAINING OFFICER, JUVENILE DETENTION	21
TRAINING OFFICER, LAW ENFORCEMENT	15
TRUCK DRIVER	11
WARD CLERK	02 *

<u>TITLE</u>	<u>RANGE</u>
WARD-CLERK TYPING	04 *
WEIGHMASTER	16
WELDER	10
WORK RELEASE ADMINISTRATOR	21
YOUTH GROUP WORKER	21

NOTE:

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



1995 BURLINGTON COUNTY PROSECUTOR'S OFFICE SALARIES

INCR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
02	554	13548	14102	14654	15209	15761	16315	16868	17421	17974	18528	19081	19635	20188	20741	21295	21848	22401
03	584	14166	14750	15334	15917	16501	17087	17670	18254	18837	19421	20007	20590	21175	21760	22343	22927	23511
04	616	14782	15398	16012	16628	17243	17857	18472	19087	19702	20317	20933	21548	22162	22777	23393	24007	24622
05	645	15399	16043	16691	17337	17982	18628	19273	19920	20567	21211	21857	22503	23150	23794	24440	25087	25733
06	677	16016	16692	17370	18045	18723	19399	20076	20753	21429	22106	22783	23459	24136	24813	25489	26166	26844
07	707	16633	17340	18047	18755	19462	20170	20877	21585	22293	23000	23708	24414	25123	25830	26538	27246	27953
08	737	17250	17987	18727	19464	20204	20942	21679	22419	23156	23895	24633	25372	26109	26849	27586	28326	29063
09	771	17865	18636	19405	20174	20944	21712	22482	23250	24020	24790	25558	26328	27097	27866	28635	29404	30175
10	801	18483	19283	20084	20883	21683	22484	23283	24084	24883	25683	26484	27283	28084	28885	29683	30485	31284
11	831	19100	19931	20762	21592	22424	23254	24086	24916	25747	26578	27410	28240	29071	29902	30734	31563	32395
12	863	19716	20579	21439	22302	23163	24026	24887	25750	26611	27472	28334	29196	30058	30920	31782	32643	33504
13	893	20334	21227	22118	23010	23904	24796	25690	26581	27474	28367	29260	30152	31045	31938	32831	33724	34614
14	924	20950	21874	22797	23721	24644	25569	26491	27415	28338	29262	30185	31109	32032	32955	33879	34802	35726
15	954	21567	22521	23475	24431	25384	26339	27293	28247	29201	30156	31110	32064	33019	33974	34927	35882	36835
16	985	22184	23169	24154	25139	26125	27109	28095	29079	30065	31050	32035	33020	34005	34990	35976	36960	37947
17	1016	22801	23817	24833	25849	26864	27881	28897	29914	30928	31944	32961	33977	34991	36005	37025	38041	39057
18	1047	23418	24465	25511	26559	27605	28652	29699	30745	31792	32839	33885	34934	35980	37027	38074	39120	40167
19	1077	24034	25111	26190	27288	28345	29424	30500	31579	32655	33734	34811	35889	36967	38045	39122	40200	41278
20	1109	24651	25760	26867	27977	29085	30193	31304	32411	33520	34628	35737	36845	37954	39062	40170	41280	42387
21	1140	25268	26408	27547	28686	29826	30965	32114	33245	34383	35522	36663	37801	38941	40080	41219	42358	43498
22	1171	25885	27056	28225	29396	30566	31737	32907	34076	35248	36416	37587	38757	39928	41097	42267	43438	44609
23	1200	26502	27703	28904	30105	31307	32507	33709	34909	36110	37311	38513	39714	40915	42114	43317	44518	45718
24	1232	27118	28350	29583	30815	32047	33279	34511	35742	36975	38206	39438	40670	41901	43133	44365	45596	46829
25	1263	27735	28998	30261	31524	32787	34048	35312	36575	37837	39100	40363	41625	42888	44151	45414	46676	47939
26	1294	28353	29646	30940	32232	33527	34821	36114	37407	38702	39996	41288	42582	43876	45169	46462	47757	49050
27	1343	29340	30682	32026	33369	34711	36053	37397	38740	40083	41425	42768	44111	45455	46797	48140	49484	50827
28	1391	30328	31719	33111	34504	35896	37288	38680	40072	41465	42857	44250	45642	47034	48427	49819	51211	52603
29	1442	31314	32756	34197	35638	37079	38522	39963	41405	42847	44288	45730	47172	48614	50055	51497	52938	54379
30	1489	32302	33791	35283	36773	38264	39756	41247	42737	44229	45718	47210	48701	50192	51683	53174	54666	56157
31	1541	33287	34827	36368	37909	39448	40990	42529	44070	45610	47151	48691	50230	51771	53311	54852	56392	57933
32	1589	34275	35864	37455	39044	40633	42223	43813	45402	46991	48582	50171	51761	53350	54940	56530	58120	59709
33	1639	35261	36900	38541	40179	41818	43457	45095	46735	48374	50013	51651	53291	54930	56568	58207	59847	61485
34	1689	36248	37937	39624	41314	43003	44690	46378	48067	49756	51444	53133	54820	56508	58197	59886	61574	63262
35	1738	37235	38974	40711	42448	44186	45924	47660	49400	51137	52874	54613	56349	58088	59826	61563	63301	65038

EXHIBIT B-95



1996 BURLINGTON COUNTY PROSECUTOR'S OFFICE SALARY RANGES

Range	Minimum	Maximum
02	13548	22901
03	14166	24011
04	14782	25122
05	15399	26233
06	16016	27344
07	16633	28453
08	17250	29563
09	17865	30675
10	18483	31784
11	19100	32895
12	19716	34004
13	20334	35114
14	20950	36226
15	21567	37335
16	22184	38447
17	22801	39557
18	23418	40667
19	24034	41778
20	24651	42887
21	25268	43998
22	25885	45109
23	26502	46218
24	27118	47329
25	27735	48439
26	28353	49550
27	29340	51327
28	30328	53103
29	31314	54879
30	32302	56657
31	33287	58433
32	34275	60209
33	35261	61985
34	36248	63762
35	37235	65538

1997 BURLINGTON COUNTY PROSECUTOR'S OFFICE SALARY RANGES

Range	Minimum	Maximum
02	14084	23437
03	14702	24547
04	15318	25658
05	15935	26769
06	16552	27880
07	17169	28989
08	17786	30099
09	18401	31211
10	19019	32320
11	19636	33431
12	20252	34540
13	20870	35650
14	21486	36762
15	22103	37871
16	22720	38983
17	23337	40093
18	23954	41203
19	24570	42314
20	25187	43423
21	25804	44534
22	26421	45645
23	27038	46754
24	27654	47865
25	28271	48975
26	28889	50086
27	29876	51863
28	30864	53639
29	31850	55415
30	32838	57193
31	33823	58969
32	34811	60745
33	35797	62521
34	36784	64298
35	37771	66074

1998 BURLINGTON COUNTY PROSECUTOR'S OFFICE SALARY RANGES

Range	Minimum	Maximum
02	14642	23995
03	15260	25105
04	15876	26216
05	16493	27327
06	17110	28438
07	17727	29547
08	18344	30657
09	18959	31769
10	19577	32878
11	20194	33989
12	20810	35098
13	21428	36208
14	22044	37320
15	22661	38429
16	23278	39541
17	23895	40651
18	24512	41761
19	25128	42872
20	25745	43981
21	26362	45092
22	26979	46203
23	27596	47312
24	28212	48423
25	28829	49533
26	29447	50644
27	30434	52421
28	31422	54197
29	32408	55973
30	33396	57751
31	34381	59527
32	35369	61303
33	36355	63079
34	37342	64856
35	38329	66632

1999 BURLINGTON COUNTY PROSECUTOR'S OFFICE SALARY RANGES

RANGE	MINIMUM	MAXIMUM
2	\$14,642	\$22,401
3	15,260	23,511
4	15,876	24,622
5	16,493	25,733
6	17,110	26,843
7	17,727	27,953
8	18,344	28,325
9	18,959	29,404
10	19,577	29,683
11	20,194	30,734
12	20,810	31,782
13	21,428	32,831
14	22,044	33,879
15	22,661	33,973
16	23,278	34,991
17	23,895	36,009
18	24,512	37,027
19	25,128	38,045
20	25,745	39,061
21	26,362	40,080
22	26,979	40,500
23	27,596	40,915
24	28,212	41,901
25	28,829	42,888
26	29,447	43,876
27	30,434	44,111
28	31,422	45,642
29	32,408	47,172
30	33,396	47,210
31	34,381	48,691
32	35,369	50,171
33	36,355	51,651
34	37,342	53,133
35	38,329	54,613

EXHIBIT B-99

Those members employed on or before December 31, 1995 who do not exceed the maximums of the above guide by the end of this contract will be subject to said guide.

Those members employed on or before December 31, 1995 whose salaries equal or exceed the above guide by the end of the contract will be considered red-circled.

