

**COUNTY OF BURLINGTON & CWA LOCAL 1034 (Main unit)**  
**Memorandum of Agreement**

This Memorandum of Agreement (“MOA”) is entered into this \_\_\_<sup>th</sup> day of August 2007, between representatives of CWA Local 1034 (Main unit – representing full time civilian County employees) and representatives from the Burlington County Board of Chosen Freeholders (by way of the Department of Human Resources).

Whereas, the parties have been in negotiations over a succeeding collective bargaining agreement for the 2007 to 2010 term; and

Whereas, in the spirit of compromise and to promote a more harmonious relationship between the unit and the employer, the parties have reached a tentative agreement on a total package as outlined in the \_\_\_ pages following;

Now therefore, the parties agree to promptly and in good faith recommend the aforementioned total package in its entirety for ratification to their respective constituents.

The successor collective bargaining agreement between the parties shall be contingent upon ratification by the full union membership and approval by the Board of Chosen Freeholders.

\_\_\_\_\_  
By: John Lazzarotti, Asst. President  
CWA Local 1034

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By: Daniel Hornickel, Director of H.R.  
County of Burlington

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By: Lauren Young-Boukema, Sr. Staff Rep.  
CWA Local 1034

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By: Kendall Collins, Asst. Solicitor  
County of Burlington

## LIST OF TENTATIVE AGREEMENTS

### I. General or Format Changes:

Change the format of the Contract – all workforce-wide applicable sections upfront, followed by articles that apply to only some departments, followed by department specific articles, side letters and attachments/ appendices. (1/31/07)

Create “Uniforms” as a new article and list the departments, titles, garments and quantities in an appendix. (1/31/07)

(For the parties’ agreement on uniforms, see attached “Uniform Uniforms” policy and accompanying list [Handout #4b. as revised] of garments and allowances by department.)

Create “Discipline” as a new article; move discipline language under Art. XXV “Grievance Procedure” to the new article; move Absence without Leave from the article on Benefits (p. 29) to the new article for Discipline. (1/31/07)

Move Mileage reimbursement from article on Benefits (p. 29) to the article entitled “Additional Compensation”. (1/31/07)

Move Coffee Break from article on “Benefits” to article entitled “Work Schedules;” eliminate word “coffee” from “Coffee Break.” (3/7/07)

Move article entitled “Personal Leave” to after article entitled “Annual Vacation.” (1/31/07)

Contract-wide: Anywhere the County Administrator is mentioned, add “and/or the Director of Human Resources.” (1/31/07)

Revise Exhibit A into 3 separate lists: All Library (only) titles, 35 hour titles and 40 hour titles (non-Library). (1/31/07)

Title Range changes: See attached lists; Non-clerical and by prior resolution to be effective 2007; Clerical to be effective 2008. Employees whose salary after application of the annual wage increase is less than the minimum shall advance to the minimum for their new range.

Eliminate Side Letter re: Negotiations on a unit-wide Comprehensive Drug & Alcohol policy.

### II. Specific Articles:

p. 3. Promotion/Demotion. Replace Paragraph D. with the following New Language:

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. 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.

(New) Side Letter re: Promotions: The County and the union shall meet in the summers of 2008 and 2010 to review and evaluate promotional opportunities in various departments.

p. 4. Salaries. Change date that lump sum amount (due to a salary in excess of the contractual maximum) is payable from January (current practice) to half payable on the second pay date in January and the other half payable on the second pay date in June. If the lump sum is \$500 or less, it may all be paid on the second pay date in June.

Increase salary range minimums by \$1,000 & maximums by \$1,500 in each year of the contract.

Salaries:	2007: \$1,550 or 3.8%, whichever is greater
	2008: \$1,600 or 4.1%, whichever is greater
	2009: \$1,625 or 4.1%, whichever is greater
	2010: \$1,650 or 4.0%, whichever is greater

p. 9. Tuition reimbursement. Add "permanent" before the words "full-time" employee and add "or a full-time provisional employee with one year of service." Add a provision requiring an employee seeking to take classes for the following year must declare his or her intention to take classes by Sept. 30th of the current year, to include an estimate number of credits to be pursued; unit cap on tuition reimbursement at \$50,000 per year. See attached County Handout #5 for new tuition reimbursement program. (3/7/07)

(New) Par. E. County shall reimburse employees within 60 days of receiving the completed submission of all necessary documentation.

New training policy: 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. (4/19/07).

Art. V. Work schedules: Par. D. Add work location with the understanding that in cases of emergency, employees may not receive 10 days' notice. (3/29/07)

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

Migrate specific work schedules to articles related to specific departments. (3/1/07)

County Clerk's Office: Monday to Friday, 7:30 AM to 3:30 PM; Mondays: 11 AM to 7:00 PM;  
County Corner Mall Store: Monday to Saturday, 9:30 AM to 5:30 PM; Monday to Friday, 1:30 PM to 9:30 PM.

Surrogate's Office: Mondays: 11 AM to 7:00 PM.

Jail (Data Control Clerk series): Sunday to Saturday, 7 AM to 3 PM; 3 PM to 11 PM

Highway Dept.: 7:30 AM to 4:00 PM

Health/ Animal Shelter: Monday to Friday, 8 AM to 4:30 PM; 11 AM to 7:30 PM; Saturdays: 8 AM to 4 PM; Sundays & Holidays (rotational): 6:30 AM to 10:30 AM; 8 AM to 12 PM

B&G: Night/Weekend shift: Wednesday to Friday, 4 PM to 12 AM; Saturday & Sunday: 12 PM to 8 PM

Resource Conservation/ Parks Division: (Maintenance) Monday to Friday 8 AM to 4:30 PM (Rangers): varying depending upon day light hours/parks' schedules; every 3<sup>rd</sup> weekend off.

Resource Conservation/ Solid Waste: To be added to collective bargaining agreement.

BH labor-management meetings revise to biannual, if necessary as determined by administration and the union. Provision will be moved forward and codified in specific article related to Buttonwood. (1/31/07)

Art. VI. Holidays: Par. C. Add phrase "of two or more hours" after "any further such absences" and include new phrase, "this provision shall not be abused." (3/1/07)

Codify holidays practice for County Clerk, B&G night/weekend shift (off on seven major holidays – Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day, 4<sup>th</sup> of July and Labor Day); Solid Waste, Parks holidays shall be addressed in a Side letter or codified under an applicable contractual article.

Side letter: The County and union will meet to discuss the ability of employees assigned to the County Counter Mall Store to rotate non-major holidays.

Add Library to Par. D. on p. 20. (6/21/07)

Eff. 2008, Data Control Clerks working in Correctional facilities (only) may elect to sell back holiday time in June and December of each year.

Art. VII. Overtime: Agree to codify side agreement on PSS-ITG. (3/1/07)

For employees who work Monday nights in the Surrogate's Office or County Clerk, for time worked beyond 7:00 PM, overtime shall accrue according to the following schedule: 8-22 minutes: ¼ hour of pay; 23 to 37 minutes: ½ hour of pay.

Par. C.2. Annual beeper duty pay shall increase to \$4,500 in 2007 and \$5,000 in 2010 (6/21/07)  
Change title of paragraph to Standby/Beeper/Cell Phone.

p. 24. Par. C.2. Beeper: add cell phones; codify work rule that employees who are required to carry cell phones during working hours [without additional compensation] must sign a Verification of Receipt form.

Par. E.: Meal allowance – \$5.00 for breakfast; \$7.50 for lunch; \$10 for dinner; \$5 for midnight snack; the allowances apply during the following times:

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 PM (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)  
(Language regarding working two hours beyond the normal work day remains.)

Art. VIII. Seniority: Move Art. V (Work Schedules), Par. F. to Art. VIII, Par. A (Seniority)

Art. IX. Benefits:

Delete Par. A.1.a., and rename Par. A.1.b.

The County shall give the union 30 days' advanced notice of a change in providers. (3/7/07)

Health plan changes in co-pays:

Co-pay for Doctor's visits: \$20.00 (unchanged)

Eff. 9/1/07, Emergency Room co-pay: \$50.00

Out-of-Network Deductibles shall increase from \$200 (single)/\$400 (multiple) to \$400 (single)/ \$600 (multiple).

Eff. 9/1/07, the County shall cover prosthetics (for breast implants only) limited by medical necessity to mastectomy patients.

Eff. 9/1/07, eliminate the mandatory Second Surgical Opinion; however, Beneficiaries wishing to obtain a SSO shall call Patient Care Management for approval.

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

Eff. 1/1/08, 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 wherein other, available coverage is lost shall be automatically reenrolled in the County's plan.

Eliminate Prescription Generic, Prescription No Generic Avail., Prescription Brand (along with the substitution caveat denoted by an asterisk ‘\*’) and replace with the following:

	<u>Generic:</u>	<u>Brand Preferred:</u>	<u>Brand Non-Preferred:</u>
9/1/07	\$0.00	\$25.00	\$40.00
1/1/08	\$0.00	\$25.00	\$40.00
1/1/09	\$0.00	\$30.00	\$45.00
1/1/10	\$0.00	\$30.00	\$45.00

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.). Eff. 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.

Dental plan changes:

Eff. 1/1/08, 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)

Eff. 1/1/08, Increase the annual treatment maximum from \$1,000.00 to \$2,000.00; increase the lifetime maximum for orthodontics (for new cases) to \$2,000.00.

To off-set the cost of the dental contributions/ premiums, employees may sign up under IRS Sec. 125 to have the dental premiums/ expenses 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).

Plan language change: The County shall add coverage for children over whom a County employee has legal guardianship and physical custody. (3/7/07)

(New Article) Employee Assistance Program (EAP): The County shall guarantee a traditional EAP 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. (3/7/07)

p. 28. Par.3: Add: "...provided completed enrollment forms are returned to the Benefits Office within required timeframe" at the end of the second paragraph.

p. 29. Par. C. Eye Care Plan of American (is now known as Eye Med Vision Care).

p. 29. Par. I. Change wording from "for health benefit" to "for unreimbursed medical."

(New paragraph): 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).

p. 29. Annual Vacation: Revise: All vacation time shall be credited in hours. For example, a 40 hour per week employee entitled to 12 vacation days shall be credited with 96 hours while a 35 hour employee will be credited with 84 hours. (1/31/07)

Par. B. The County shall count time worked in permanent, part-time service toward years of service for vacation calculations. (3/1/07)

p. 31. Sick Leave: Revise: All sick time shall be credited in hours. A 40 hour per week employee shall be credited with 120 hours while a 35 hour employee shall be credited with 105 hours. (1/31/07)

(New language): Prescheduled sick time maybe taken in half-hour blocks upon approval of the employee's department head, and shall not be used as an excuse for lateness. (3/1/07)

The definition of immediate family shall be expanded to include Domestic Partners and Civil Unions (as defined under NJ State Domestic Partnerships and Civil Union laws) and children of such members for whom the employee has legal guardianship and physical custody. (3/1/07)

p. 32. Par. G. Add phrase to end of sentence: "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 with a hard copy to follow within three (3) business days. (6/21/07)

p. 32. Par. I. Add Sentence: In the Office on Aging, delivery workers and storekeepers who are responsible for maintaining a route or field delivery services (or back up duties) shall call out at least one (1) hour prior to their scheduled starting time.

p. 33. Par. K. Revise end of sentence to read, “who may approve such request based upon the merit of the request.” (6/20/07)

p. 33. FMLA/NJFLA Add language: 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. (3/1/07)

Employees must use all credited sick time during an approved FMLA/NJFLA absence. (3/1/07)

Language change: Par. B.: Add “all categories of” before second “accrued leave.” (4/5/07)

Art. XV entitled “Special Leave of Absence” shall be moved to follow the FMLA leave article.

p. 34. Personal Leave: All personal time shall be credited in hours. A 40 hour per week employee shall be credited with 24 hours while a 35 hour employee shall be credited with 21 hours. (1/31/07)

Art. XVII. Retirement: Par. C. Add sentence: 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. (6/21/07)

Twenty-five (25) years of service, for the purposes of health benefits in retirement, shall include a min. of twenty years of full-time service, with the last five years of service being full-time.

p. 36. Health & Safety: Add a representative from the Resource Recovery Complex to the H & S committee. (1/31/07)

Par. D. Add CRT/LCD after VDT.

Par. E. Smoke free library – deleted.

Art. XX. Equal Treatment: Add “gender expression” (as defined under NJ State law) and “or any other legally protected class” at the end of the first sentence. (3/1/07)

(New language) Mutual Respect: 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.

Art. XXII. Rights and Privileges: 100 paid and 100 unpaid days per annum for the life of the contract.



(New): Agreement 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.

(New): The County will send the union copies of all grievances not filed by staff representatives of the Local.

(New language) 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.

Future negotiations: The union shall be permitted to bring up to 10 employee representatives to comprehensive bargaining sessions and two employee representatives to department caucuses.

p. 45. Grievance Procedure: Step 1 add "or designee who shall not be a member of the bargaining unit" after department head. (1/31/07).

(New language) 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). (6/21/07)

(New): Willing to permit employees to forfeit paid vacation time in lieu of serving suspensions for time and attendance violations; but for all other offenses, willing to do so subject to management's discretion.

(New): Two consecutive W days in a 12 month rolling period shall constitute one offense for the purposes of discipline.

(New): 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. (3/29/07)

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

New article: Bereavement leave: (Move language from article on sick leave); add, "if sick time is exhausted, holiday, compensatory, personal and vacation time (in that order) may be used for bereavement leave." The new Article shall be situated after the Article entitled "Sick Leave" (6/21/07)

Department Specific:

Buildings & Grounds:

Initial issue of tools: screwdrivers, pliers, wrench, wire cutters, sheetrock knife, voltage meter, tape measure, hammer, set of nut drivers, flashlight and tool pouch.  
(B&G) Jail differential: reduced from 200 hours to 100 hours; increase to \$.75 in 2010

Buttonwood Hospital:

Increase meal allowance to \$3.50.  
Eliminate duplicative language – p. 18, sub. 1.  
Agreed to shift differential for up to 45 days during nursing abuse/neglect investigations when 2<sup>nd</sup> or 3<sup>rd</sup> shift employees moved to day shift.  
Agreed to codify shifts in various units (e.g., nutrition, environmental).  
Definition of weekend to begin 10:30 PM on Fridays and end 10:30 PM on Sundays.  
Modified the Time and Attendance policy to reflect that for employees who call in to report lateness, such employees may report to work up to two hours late; agreed to up to four consecutive W days within a twelve month period will be considered one incident so long as a dr.'s note is supplied.  
Psychiatric nursing will be added to the every other weekends requirement and subject to Par. E.2.a. (1 -5b.); County will suspend the forfeiture of Christmas and Thanksgiving half-day holiday premiums for 2007 and 2008 to enable the parties to meet (as will be embodied in a Side Letter) on revising current pages 14-18 of the union contract and the present Light Duty policy; the deadline for completing any revisions on these subjects shall be December 31, 2008.

Revised Time and Attendance Policy.

Highway Dept.:

\$200 tool allowance for mechanics/ helper title series in 2008, 2010.

(New language): 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.

Medical Examiner:

New schedule:           Inv. 1: Mon. – Wed. 12 AM to 12 PM  
                                  Inv. 2: Mon. – Wed. 12 PM to 12 AM  
                                  Inv. 3: Thurs. – Sat. 12 AM to 12 PM  
                                  Inv. 4: Thurs. – Sat. 12 PM to 12 AM

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.

Investigators shall be on call every 4<sup>th</sup> 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.

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).

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.

Overtime opportunities shall be available on an equitable basis.

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.

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.

The range for Investigator, Medical Examiner's Office shall change to a Range 23.

Investigators hired after 2001 shall go to the minimum of Range 23 for 2007 (when the new schedule takes effect).

Investigators hired before 2001 shall receive a \$2,500 salary adjustment (when the new schedule takes effect) and in addition to the 2007 negotiated wage increase.

#### Public Safety Services:

New Time & Attendance policy as amended on 7/3/07.

Radio Technicians shall be added to medium blue collar category of Uniform Uniforms policy effective 2008.

Right of 1<sup>st</sup> refusal: one for January to June; one for July to December; the Right of 1<sup>st</sup> refusal shall not carry into succeeding period.

Comp. time bank to increase from 24 hours to 30 hours per annum.

PSTs and Sr. PSTs shall receive an accountable, contractual uniform allowance for shirts, pants, shoes, sweatshirts and sweaters (in the amount of \$250) effective 2008.

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.

Shift Bidding: shall be done once a year for all employees around November 15<sup>th</sup> 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.

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.

P. 18, Par. G., sub. 3.a.: 13 hours shall be increased to 15 hours.