

COUNTY OF BURLINGTON & PBA LOCAL #249 (Superior Officers unit)
Memorandum of Agreement

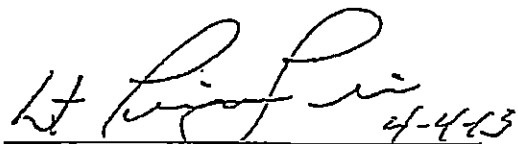
This Memorandum of Agreement ("MOA") is entered into this ___th day of April 2013, between representatives of PBA Local #249 (Superior Officer unit) and representatives from the Burlington County Board of Chosen Freeholders (by way of the Department of Human Resources).

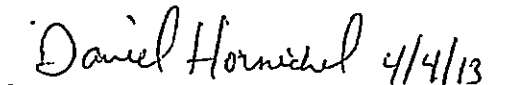
Whereas, the parties have been in negotiations over a succeeding collective bargaining agreement for the 2012 to 2014 term; and

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 five (5) 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: Lt. Tommie Farris, President
PBA Local #249


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

Art. II Salary:

2012: 1.80% across the unit eff. 1/1/12 (inclusive of step movement for 4 Sgts.)
2013: 1.81% across the unit eff. 4/1/13 (inclusive of step movement for 1 Lt. & 1 Sgt.)
2014: 1.64% across the unit eff. 8/1/14

Sergeants:

2012: Effective 1/1/12, all Sergeants with less than two (2) continuous years' experience in the rank shall receive \$69,511. All other Sergeants shall receive \$73,904.

2013: Effective 1/1/13, all Sergeants with less than two (2) continuous years' experience in the rank shall receive \$69,511. All other Sergeants shall receive \$73,904.

Effective 4/1/13, all Sergeants with less than two (2) continuous years' experience in the rank (as of 1/1/13) shall receive \$70,762. All other Sergeants shall receive \$75,212.

2014: Effective 1/1/14, all Sergeants with less than two (2) continuous years' experience in the rank shall receive \$70,762. All other Sergeants shall receive \$75,212.

Effective 8/1/14, all Sergeants with less than two (2) continuous years' experience in the rank (as of 1/1/14) shall receive \$72,672. All other Sergeants shall receive \$77,230.

Lieutenants:

2012: Effective 1/1/12, all Lieutenants with less than two (2) continuous years' experience in the rank shall receive \$77,568. All other Lieutenants shall receive \$82,699.

2013: Effective 1/1/13, all Lieutenants with less than two (2) continuous years' experience in the rank shall receive \$77,568. All other Lieutenants shall receive \$82,699.

Effective 4/1/13, all Lieutenants with less than two (2) continuous years' experience in the rank (as of 1/1/13) shall receive \$79,197. All other Lieutenants shall receive \$84,448.

2014: Effective 1/1/14, all Lieutenants with less than two (2) continuous years' experience in the rank shall receive \$79,197. All other Lieutenants shall receive \$84,448.

Effective 8/1/14, all Lieutenants with less than two (2) continuous years' experience in the rank (as of 1/1/13) shall receive \$81,731. All other Lieutenants shall receive \$87,122.

Art. V Sick Leave – Revise Par. A: All sick time shall be credited in hours. A new employee shall be credited with 8 hours of sick time if hired b/t the 1st and 8th day of the month and 4 hours if hired between the 9th to 23rd day. Full time employees shall be credited with 120 hours.

Par. B, C – delete reference to 15 sick days and replace with “120 hours.”

Par. C – revise to explain that sick time is credited at the rate of 10 hours per month.

Par. D, E, K – replace “days” with “time.”

Par. F, sub. 1, 2 – change 10 days and 5 days to 80 hours and 40 hours, respectively.

Par. G add “legally recognized domestic partner or member of civil union.”

Par. H – change five (5) consecutive working days to “more than 34.5 hours.”

Art. IX Personal Leave – Revise Par. A: All personal time shall be credited in hours. Each employee shall be entitled to 24 hours of personal time per year.

Par. E – revise to reflect new employees shall receive eight (8) hours for each four (4) months of service.

Art. X Holidays

The union agrees to be bound by the outcome of the pending litigation between the County and PBA Local #249 (Correction Officers unit) regarding conversion of holiday time so long as the outcome is at least the same as the proposal below:

Par. A – Add the following language: For the purposes of this article, a holiday shall constitute eight (8) hours; the County shall convert the fourteen (14) holidays listed above into 112 hours of eligible holiday pay or leave.

Par. E – change “buy” to “sell.”

Art. XI Vacation Leave – Revise to convert all time to hours consistent with the proposal for Sick Leave. By way of example, an employee entitled to 12 days would receive 96 hours.

Par. A, B, D and F, revise to reflect hours not days.

Par. F – Revise to indicate that the County shall permit one (1) Lieutenant per shift and one (1) sergeant per squad (platoon) shall be allotted a week’s slot for vacations.

Art. XII Overtime

Par. A. – Edit to read: “Overtime refers to any time worked beyond 34.5 hours (during the three day workweek) and after 46 hours (during the four day workweek) and is to be earned only during the necessity of work. Time worked over the normal 34.5 hours (during the three day workweek) and after 46 hours (during the four day workweek) will be paid at one and one half (1 ½) times his the normal salary and included in the next paycheck for the payroll period in which the overtime was worked, whenever possible.”

Par. B – Edit to read: “No overtime shall be authorized or approved for payment unless the individual making the application for overtime pay has, in fact, worked at his/her designated position for 34.5 hours (during the three day workweek) and after 46 hours (during the four day workweek). Sick leave shall not be considered as time worked for this purpose; however, holiday, personal and vacation time shall.

Par. C – Add new sub. 6: “No officer shall be assigned mandatory overtime who has worked in excess of eight (8) hours, or effective July 7, 2013, twelve (12) hours, prior to the oncoming shift

except in case of emergency as determined by the Jail Administrator or his designee. In no event shall an employee be required to work more than 16 hours within a 24-hour period.”

Par. F – Eliminate as of 7/7/2013.

Art. XIII Seniority

Par. D – Supervisors shall be provided the opportunity to select their shifts based solely on seniority. The two (2) Senior Lts. will meet with the Chief of Security with recommendations for staffing with the understanding that management retains all prerogatives.

XVII Work Schedule – Replace Par. C and Part of Par. D to reflect: All employees shall select by seniority or be assigned a work schedule based upon a twelve (12) hour shift which shall be structured to require two days off, followed by two days on duty, followed by three days off, then two days on duty, then two days off, followed by three days on duty. The twelve hour work schedule shall be designed to require employees to work three shifts in one week and four shifts the other week, and will enable employees to have off three consecutive days (Friday – Sunday), every other weekend.

Each work shift shall encompass eleven and one half hours of paid time (11.5 hours) consisting of a one-half (1/2) hour paid break as well as a 10 minute break, and a separate 30 minute unpaid break (propose retaining language regarding not being completely relieved during lunch period).

Work shifts shall be as follows:

BCDC:

6:00 AM to 6:00 PM

6:00 PM to 6:00 AM

CWRC:

6:00 AM to 6:00 PM

6:00 PM to 6:00 AM

(Management retains the right to determine the number of staff and staff by rank required for each work shift and facility.)

The County recognizes that Superior Officers are public safety employees under the Fair Labor Standards Act. The County will pay overtime at time and a half after 34.5 hours (during the three day workweek) and after 46 hours (during the four day workweek), and shall modify **Article XII (Overtime)**, Paragraphs A and B, accordingly.

As this work schedule will have the effect of causing employees to work a half hour more (80.5 hours) per pay period, the County will pay employees at the straight-time rate for the extra 30 minutes, for full pay periods worked, in the next regular pay check.

Art. XX Discipline – Par. H add: Suspensions will be issued in increments of eleven and one half (11.5), twenty-three (23), thirty-four and one half (34.5), and forty-six (46) hour increments. By way of example, a 23 hour suspension would be served over two, 11.5 hour days. Major discipline shall occur when management seeks to suspend an employee for more than 40 hours.

Art. XXXVI Equal Treatment

Add/Clarify to include: sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State law), national origin, color, handicap, union membership, union activities, or the exercise of any concerted rights or activities or any other legally protected class.

(New): The Association and the Employer 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. XXXVII Term of Agreement – January 1, 2012 through December 31, 2014.

ARTICLE XXXVIII RECIPROCAL SHIFTS (new)

A. Purpose: To provide a means by which employees who occupy 24 hour per day, 7 day per week positions can temporarily reorganize their work schedules to attend to personal business.

B. Procedure: When circumstances demand an employee's absence from his/her shift on a given day, the employee may submit a request for a Reciprocal Day. A Reciprocal Day is a temporary reassignment between two employees with the same job title who are employed within the same organizational unit. Such reassignments must be mutually agreed upon by both employees, and must take place during the same workweek.

To be eligible for a Reciprocal Day, the petitioner must identify another employee with the same job title within the organizational unit, who will formally agree to work the shift in question. In exchange, the employee requesting the Reciprocal Day must formally agree to work a shift during the same workweek for the employee who agreed to the temporary assignments. If one of the assignments requires a current weapons qualification, valid driver's license or commercial driver's license, for example, the employee accepting that assignment must possess that qualification.

Applications where employees are not properly qualified for the respective assignments shall be denied. Applications where employees are properly qualified will be approved. To apply for a Reciprocal Day the petitioner and the co-worker who is willing to be temporarily reassigned will complete their respective portions of an Application for Reciprocal Day form that will be mutually developed by the parties. The completed application, which has been signed by both parties, will be submitted to the employees' department head at least five (5) days before the first schedule change. Applications that are submitted less than five (5) days in advance may be denied. No request for a reciprocal day will be unreasonably denied.

The department head, or designee, shall render a determination on the application for a Reciprocal Day within two days of receipt.

The employees who cosigned the application are responsible for contacting the operations unit (for custody staff) or their department head (for non-custody personnel) to

determine the status of their application. When the department approves the request, he or she will forward it to the operations unit (for custody) or the unit's timekeeper (for non-custody). Operations unit staff or the timekeeper will note the necessary scheduling assignments for the days on which the temporary reassignments will occur. When an employee agrees to work, as the applicant or co-worker, he/she shall be subject to all Department of Corrections rules and regulations and shall be subject to appropriate disciplinary action for any violation of rules and regulations on a Reciprocal Day he/she agreed to work.

C. Limitations: In no event may an employee work more than 16 hours during any 24 hour period. Nor may an employee on a 12-hour schedule switch a day off with an employee on the 8.5 hour schedule. Further, the days being switched must be within the same week. Switches are limited to two days a month per employee, regardless of which officer initiates the switch.