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**AGREEMENT**  
**BETWEEN**  
**THE CITY OF BURLINGTON**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**Supervisory**

**January 1, 2004 to December 31, 2007**

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## PREAMBLE

This Agreement, **effective January 1, 2004 through December 31, 2007**, for a period of four (4) years, is entered into by and between the City of Burlington (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO, (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment. The Employer agrees to distribute this Agreement to all members of the Bargaining Unit.

## ARTICLE 1 RECOGNITION

- A. In accordance with certification by the State of New Jersey, Public Employment Relations Commission ("PERC"), Docket Number RO-2000-110, the Employer recognizes the Communications Workers of America, AFL-CIO as the exclusive collective negotiation agent for all regularly employed supervisory employees serving in the following titles on behalf of Local 1040:

- Assistant Director, Neighborhood Preservation Program
- Chief, Sewer Treatment Plant Operator
- Chief, Water Treatment Plant Operator
- Construction Official
- Municipal Court Administrator
- Director, Neighborhood Preservation Program
- Maintenance Supervisor
- Fire Official
- Chief, Code Enforcement Officer
- Superintendent of Recreation
- Public Works Superintendent
- Sewage Plant Superintendent
- Water Superintendent
- Road Superintendent
- Tax Collector
- Supervising Mechanic
- Building SubCode Official

Any of the bargaining unit titles that use bi-lingual and/or interpreter shall remain in the bargaining unit.

- B. All managerial executives, confidential employees, non-supervisory employees, police employees, casual employees, and all other employees of the Employer are excluded from this bargaining unit.
- C. In the event that the Employer decides to create and/or use a new title, that title shall be added to this bargaining unit unless it is clearly that of a non-supervisory, managerial, or confidential nature. If the Employer creates a new position, prior to filling it, the Employer shall notify the Union of the Employer's views concerning inclusion or exclusion in the negotiation unit and if included in the unit, the salary range that the Employer intends to assign to the position. If the Union disagrees, within two (2) weeks after the Union's receipt of the Employer's notification, the Union may advise of its intent to negotiate. Any dispute as to inclusion or exclusion (i.e., unit composition), if not resolved through face to face negotiations, may be submitted to PERC for disposition pursuant to clarification of unit proceedings. Any dispute as to the salary range to be assigned to the position, if not resolved through face to face negotiations, may be submitted to PERC for disposition pursuant to impasse procedures (i.e., mediation and fact-finding).
- D. If the Union, at any time, wishes to advise the Employer of its views regarding the creation or abolition of positions or the criteria governing the filling of positions or any other non-negotiable subjects pertaining to managerial prerogatives in the area of hiring, staffing, and the like, the Union may write to the Employer in care of the City Administrator. The Employer shall review the Union's written input, and, if the Employer deems it appropriate, shall invite Union representatives to discuss the matter at a Employer meeting it being understood that in all cases, the Employer shall provide written response to the Union.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

- A. The Employer reserves to itself sole jurisdiction and authority over matters of policy, and retains its management rights, which include, but are not limited to the following:
1. To direct employees of the Employer.
  2. To hire, promote, transfer, assign, and retain employees in positions of the Employer.
  3. To suspend, demote, discharge, or take other disciplinary action against employees for just cause as set forth in Article seven (7) of this Agreement.
  4. To relieve employees from duty because of lack of work or for other legitimate reasons in accordance with New Jersey Department of Personnel reduction in force regulations.
  5. To maintain efficiency of the Employer's operations.
  6. To determine the methods, means, and personnel by which such operations are to be conducted in accordance with New Jersey Department of Personnel regulations and subject to out of title procedures.
  7. To establish reasonable work rules.
  8. To take whatever reasonable actions that may be necessary to carry out the operations of the Employer in emergency situations.
- B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under Title 40A of New Jersey Statutes or other national, state, county, or local laws, ordinances, or policies.
- C. The Employer's exercise of its managerial rights, pursuant to this Article or otherwise, shall not be subject to submission to the Grievance Procedure (Article Six (6)) of this Agreement.

The Employer retains all rights not expressly granted to employees in this agreement.

**ARTICLE 3**  
**DUES AND REPRESENTATION FEE CHECK OFF**

- A. In accordance with N.J.S.A. 52:14-15.9e, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from each pay period, the established Union dues. It is further agreed that the Employer shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be remitted by the Employer to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, DC 20001-2797 together with a list of each employee, job title, social security number, gross salary and amount of dues deducted. A copy of the report listing shall also be sent to the Local President. Dues shall be two (2) hours pay each month based on forty (40) hour work week or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.
- B. The Employer further agrees to deduct, in accordance with P.L. 1979, c. 477, as it relates to the agency shop provisions, from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee in the amount as certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing as soon as possible after thirty (30) days from the beginning date of employment in a position or from date of rehire.
- C. Any public employee who pays a representation fee of eighty five percent (85%) in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with Section 3 of P .L. 1979, c. 477, a return of any part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused 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 pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public Employer. The Union shall indemnify, defend, and save the Employer harmless against any and all claims demands, suits, or other forms of liability that shall arise out of any of the above deductions.

- D. The Employer further agrees to deduct, upon receipt of a duly executed authorization, Communications Workers of America Committee on Political Education (COPE) contributions and remit to the Union.

**ARTICLE 4**  
**SENIORITY**

- A. Seniority, which is defined as length of continuous service in the employee's current department. Seniority is not established from the employee's date of hire with the City, unless the employee has remained in his/her current position from their date of hire.

**ARTICLE 5**  
**HOURS OF WORK**

- A. The normal work week shall consist of forty (40) hours per week. There shall be a listing of each title and its corresponding hours per week and shift schedule. The Employer represents that it has no present intention to implement any changes in work hours, and agrees that if at any future time it does intend to implement any such change it shall first notify the Union of its intentions reasonably in advance of intended implementation and shall negotiate upon written request by the Union, in response to such notification as long as the Union's input is provided in a timely manner. If negotiations reach impasse either party may request PERC's impasse procedures.

- B. Overtime Pay:

- 1. When, by reason of the pressure of official business, an employee is authorized and required to work overtime, which is defined as hours or any fraction thereof, accrued in excess of the normal work week, the employee is entitled to receive cash compensation, flex time or compensatory time, at the Employer's option, for work performed beyond the normal work week hours in any given work week at a rate of one and one-half (1 1/2) times the regular rate at which he/she is employed; provided that the employee is in a pay status for the entire normal work week.
- 2. For hours worked up to two (2) hours during a one-day period, or four (4) hours accumulated during a week shall flex those hours earned. The employee shall use all accumulated flex time within a thirty (30) calendar pay period.

3. For hours worked over two (2) hours during a one day period, or four (4) hours accumulated during a week, shall be compensated by receiving compensatory time at a rate of one and one-half (1½ ) times.
  4. Whenever an employee is required to work seven (7) consecutive days or twelve (12) hours in one (1) day, he/she shall receive compensatory time or pay for each hour worked at double time the regular rate at which he/she is employed.
- C. The normal work schedule shall provide for a ten (10) minute rest period during each one half (1/2) shift. Employees who are required to work beyond their regular quitting time, shall receive an additional ten (10) minute rest period when the period of scheduled work beyond their regular shift exceeds two hours.

## **ARTICLE 6** **GRIEVANCE PROCEDURE**

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with an appropriate member of the administration and have the grievance adjusted without the intervention of the Union.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement.

B. Definitions: The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the Grievance Procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the City Administrator, with both parties having the option of non-binding arbitration prior to the City Administrator, and shall hereinafter be referred to as a "non-contractual grievance".
3. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.
4. Nothing in this Agreement shall be construed as permitting negotiation of the standards or criteria for employees' performance.

C. Presentation of a Grievance:

1. The Employer agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder, both of whom shall be an employee of the Employer. The Employer and the Union shall be permitted at any grievance level to have an electronic device recording the proceedings. The Employer shall provide to the Union an unedited copy of the tape of the proceedings, at the Union's option and expense, within three (3) working days after the last date of the proceedings.
2. During Steps 2-4 of the grievance procedure, either party may make a verbatim record through a certified shorthand reporter. Such record is to be made at the expense of the party who makes it. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

D. Grievance Procedure:

1. STEP 1  
The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within ten (10) working days of its occurrence or within ten (10) working days after he/she would reasonably be expected to know of its occurrence, to the appropriate supervisor. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Steward shall provide four copies of the written grievance. The copies will be distributed to the Employee's supervisor,

department head, and the City Administrator. The Supervisor shall schedule a mutual hearing date within ten (10) working days of receipt of the grievance and shall render a decision in writing, including the reasons for the decision, to the grievant, local union, union steward, department head, and City Administrator. In disciplinary appeals copies will be sent to City Administrator, local union, union steward, and grievant.

Step 1 may be waived by mutual agreement between the parties.

2. STEP 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is a shop steward or local Union officer, to the Department Director within ten (10) working days of the written response from Step 1. The Department Director shall hold a mutual hearing date within ten (10) working days of the request for the hearing and render a decision within ten (10) working days of the hearing.

3. STEP 3

a. Should the grievant disagree with the decision of the Department Director, the grievant may, within ten (10) working days of receipt of the written decision, submit to the City Administrator, a statement, in writing, and signed as to the issues in dispute. The grievant may be represented by a local Union officer, the International Union representative, or both. The City Administrator shall schedule a mutual grievance proceeding within twenty (20) calendar days and shall render his/her decision within ten (10) working days after the date at which the matter has been reviewed. If the City Administrator's decision involves a non-contractual grievance, the decision shall be final. Before a grievance is taken to the City Administrator, either party may request arbitration as outlined in Step 4 of this Agreement, except that the arbitrator's decision shall be non-binding upon either party.

b. Any other organization shall not present or process a grievance.

4. STEP 4

a. If no settlement of the grievance has been reached between the parties, Arbitration may be brought only by the Union. The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.

- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the New Jersey Department of Personnel. The Union's decision to request a movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in New Jersey Department of Personnel law and/or regulations for which a specific appeal to the New Jersey Department of Personnel is available, the individual shall present his/her complaint to the New Jersey Department of Personnel directly. The Grievance Procedure may be pursued for those matters for which no specific appeal to the New Jersey Department of Personnel is available.
- d. Should the Union wish to move a grievance to arbitration, the parties may have the option of selecting an arbitrator as follows:
  - (1) By selection from the panel of arbitrators maintained by PERC, in accordance with the selection procedures of PERC;  
or
- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the New Jersey Department of Personnel.
- f. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He/She shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.
- g. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

- h. The cost of the transcript, if any, shall be borne by the party requesting it. If both parties request a transcript, the cost shall be shared equally.
- i. The arbitrator may prescribe an appropriate back-pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- j. The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.
- k. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey Statutes.
- l. There shall be no loss of pay for employees for time spent either as a grievant, witnesses (up to six employees), or Union representative or Union recorder, in any step of the Grievance Procedure.
- m. Employee grievances shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties in writing. It is understood that employees must sign their individual grievances.
- n. Grievance resolutions of decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

**ARTICLE 7**  
**DISCIPLINE FOR CAUSE**

- A. No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation or any professional advantage, or any adverse evaluation of his/her professional services without just cause. Discipline shall be progressive in nature, consistent, and corrective in intent. Any disciplinary action

asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance Procedure set forth in this Agreement. Time frame for major and minor discipline shall be submitted in accordance with the times frames set forth in Appendix B.

- B. The Employer under the direction of the City Administrator, employs a system of service to help employees return to expected standards of performance at work. The purpose is to identify problem areas, offer assistance and, if necessary, make referrals to appropriate treatment resources. All contracts under the Employee Assistance Program, whether initiated by the City through referrals or by the employee through direct contact, will be handled with the strictest confidentiality. The program includes, but is not limited to:

- Emotional difficulties
- Drug and alcohol abuse
- Compulsive gambling
- Financial concerns
- Legal concerns
- Family issues

## **ARTICLE 8** **HOLIDAYS**

- A. The following paid holidays shall be observed:

New Year's Day, January 1  
Floating Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
½ Day Christmas Eve  
Christmas Day  
½ Day before New Years Day

- B. Whenever any such holiday falls on a Sunday, the following day shall be the holiday and when any such holiday falls on a Saturday, the preceding day shall be the holiday.

- C. An employee shall be paid for their Birthday, if they opt to report and work on that day. The date of the employee's birthday must be on file with the Business Administrator.
- D. Additional holidays as established from time to time by Gubernatorial proclamation, and additional days which may be established by appropriate authority by rule, proclamation, or order in Burlington County as holidays for public employees.

**ARTICLE 9**  
**SICK LEAVE**

- A. Definition:

Sick Leave means the absence of an employee from duty because of illness, injury, pregnancy, disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household.

- B. Full-time employees shall be entitled to annual paid sick leave credited at the beginning of each calendar year in anticipation of continued employment based on years of full-time service in the career, senior executive or unclassified service.

Up to the end of the first calendar year, full-time employees earn one (1) working day for each month of service. At the beginning of each calendar year thereafter, full-time employees shall have fifteen (15) working days of sick leave credited in anticipation of continued employment.

Paid sick days shall not accrue during a leave of absence without pay or suspension. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

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

Unused sick leave shall accumulate from year to year without limit. The appropriate bargaining unit negotiates the cash-in value of accrued sick leave upon retirement.

If an employee terminates employment prior to the end of a calendar year, an adjustment will be made in the final paycheck for any sick time leave, which has been used but not yet earned. Failure to follow the procedure for notification of

absence in the Employer's Policy Manual for notification of absence due to sick leave could result in denial of sick leave for that absence and/or disciplinary action.

- C. All sick leaves are subject to Employer approval and, where appropriate, to approval by the New Jersey Department of Personnel. Each employee who retires from the City shall be entitled, upon retirement, to receive a lump sum payment for accumulated unused sick leave earned during continuous unbroken service since the most recent date of hire. This payment shall be computed at the rate of the 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, provided, however, that no lump sum supplemental compensation payment shall exceed one hundred (100) days pay. Retirees may change the amount of taxes withheld from the supplemental check if permitted by law. If this is done, the Employer shall be held harmless for any problems encountered by the employee.
- D. Employees may take sick leave in units of 1/2 days.

**ARTICLE 10**  
**CALL-IN PAY**

- A. If an employee is recalled to work duty, either before the beginning or after the completion of his normal work day within any twenty-four (24) hour period, he/she shall receive a minimum of two hours (2) hours compensation at the overtime rate.
- B. If an employee is called into work after completing their normal work week, they shall be guaranteed a minimum of two (2) hours compensation at the overtime rate.

**ARTICLE 11**  
**LEAVE OF ABSENCE WITHOUT PAY**

- A. Leaves of absence without pay may be granted, at the discretion of the Employer to permanent employees for any reason considered good by the Employer, for a period not to exceed six (6) months at any one (1) time at the discretion of the Employer, subject to approval by the New Jersey Department of Personnel. Such leaves of absence may be renewed by the Employer for an additional period not to exceed six (6) months. No further renewal may be granted except upon approval by the New Jersey Department of Personnel for reasons as established by New Jersey Department of Personnel regulations.

- B. In cases, a letter of request from the employee setting forth the reasons the leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval by the Employer, except in cases of emergency. In such case the employee shall be granted up to seventy- two (72) hours following request for leave to provide verification of the emergency.
- C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave reduced at the same rate earned for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.
- D. Employees shall not be granted leave of absence without pay to accept employment outside of the agency.
- E. Provisional or temporary employees may be granted up to sixty (60) days of leave without pay.
- F. The City's Health Benefits Program coverage of any eligible employee and his/her dependents, if any, during any period of leave of absence without pay shall terminate on the last day of the coverage period for which premiums have been paid. However, the coverage of the employee and the employee's dependents may be continued by such employee, if the employee shall pay to the Employer, in advance, the total premium required for the employee's coverage and the coverage of the employee's dependents during such period of authorized leave of absence without pay.
- G. The Employer agrees to prepare and distribute a handout for employees who request a leave of absence. This handout shall provide Employer policy relative to benefits and procedures to be followed when requesting leave and when returning from leave.
- H. The Employer agrees to be bound by all provisions of the New Jersey Family Leave Act, N.J.S.A. 34: IIB-I et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L 103-3, February 5, 1993) so long as both acts shall remain in effect.

**ARTICLE 12**  
**VACATION LEAVE WITH PAY**

- A. Full-time employees shall be granted vacation leave as follows:
  - 1. One ( 1) working day for each month of service or major fraction thereof during the first year;
  - 2. After one (1) year of service through five (5) years of service, twelve (12) working days per year;
  - 3. After five (5) years of service through ten (10) years of service, fifteen (15) working days per year;
  - 4. After ten (10) years of service through seventeen (17) years of service, twenty (20) working days per year;
  - 5. After seventeen (17)years of service through twenty-one (21) years of service, twenty-five (25) working days per year;
  - 6. After twenty-one (21) years of service, thirty (30) working days per year.
- B. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Employer or other County office provided there is no break in service of more than one (1) week.
- C. Vacation leave shall be credited at the beginning of the year in anticipation of continued employment for the full year.
- D. A maximum of one year's leave time may be carried over to the next year.
- E. When vacation requests conflict, the employee with the most seniority shall be given preference of vacation time.
- F. Employees may take vacation leave in units of 1/2 days.
- G. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his/her salary at the time of death shall be calculated and paid to his/her estate.

**ARTICLE 13**  
**PREGNANCY DISABILITY/CHILD CARE AND FAMILY LEAVE**

- A. Pregnancy disability leave and child care leave shall be granted in compliance with New Jersey Department of Personnel regulations.

- B. Leave without pay for permanent employees for this purpose may be granted for a maximum of one ( 1) year upon written request in accordance with the provisions of Article eleven (11) of this Agreement. Provisionals and temporary employees shall be granted up to sixty (60) days of leave without pay.
- C. The appointing authority may grant to permanent employee fathers of newborn children and newly adoptive parents a leave of absence without pay for a period not to exceed six (6) months at anyone (1) time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months only with the approval of the Board. No further renewal may be granted except upon the approval by the New Jersey Department of Personnel for reasons established by New Jersey Department of Personnel regulations.
- D. Requests for pregnancy disability leave and/or child care leave shall be made in writing to the City Administrator. Notification of pregnancy shall be given to the Employer not later than the end of the sixth month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.
- E. The Employer agrees to be bound by all provisions of the New Jersey Leave Act, N.J.S.A. 34: 11 B-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L. 103-3, February 5, 1993) so long as both acts shall remain in effect.

**ARTICLE 14**  
**EDUCATIONAL BENEFITS**

- A. Employees with one (1) year permanency with the Employer shall be entitled to reimbursement with prior approval of the Employer for not more than eighteen (18) credit hours per calendar year to the extent of one hundred percent ( 100%) of tuition in job related areas.
  - 1. Employees must show proof of enrollment and upon completion of course, must show proof of satisfactory completion of course (grade of “C” or better), to receive reimbursement. Rates are not to exceed those of Rutgers, The State University of New Jersey.

**ARTICLE 15**  
**HEALTH INSURANCE COVERAGE**

- A. The City of Burlington currently provides health and prescription insurance coverage from the State Health Benefits Plan. Enrollment in the Plan shall be in accordance with Plan guidelines, which provide that coverage begins after sixty (60) days. The parties recognize that the City and active employees are bound

by changes made by the Plan, including increases and decreases in co-pays.

- B. If an employee dies while employed by the City, his or her spouse and eligible dependents shall receive insurance coverage for thirty-six (36) months at the City's expense if the Employee is enrolled in the State Health Benefit Plan with the City.
- C. The City will make application for enrollment of the employees subject to this Agreement in the New Jersey State Disability Plan.
- D. The City reserves the right to change insurance carriers or institute a self-insurance plan so long as the benefits provided are substantially similar.
- E. The Employer agrees to pay the designated costs for eligible employees, their spouse and dependents as follows:
  - 1. Enrollment in the Plan shall be in accordance with Plan guidelines which coverage begins after sixty (60) days. The parties recognize that the City and active employees are bound by changes made by the Plan, including increases and decreases in co-pays.
  - 2. Dental plan coverage for full family to include orthodontist benefits as defined by the insurance carrier. Coverage shall be provided from the first day of the month following the completion of three (3) full months of continuous service to the Employer.
  - 3. Prescription Drug Benefit program for full-time eligible employees and dependents is through State Health Benefits Program. Payroll deduction shall be Ten Dollars (\$10.00) per week, effective upon the date of the signing of the contract. This will be for prescription coverage and will be for all employees except those who waive coverage.
  - 4. The Union and the Employer will establish a management/labor committee comprised of management and union representatives to explore, develop, and recommend cost saving proposals or other changes that will aid in reducing the City's health care premium costs.
- F. Any employee hired prior to January 1, 2002 who retires from the Employer on a permanent disability pension; or retires from the City with twenty (20) years of service with the City and 25 years in the Pension or with at least fifteen (15) years of service with the City and at a minimum age of sixty-two (62) years shall continue to receive medical benefits for retiree, spouse and eligible dependents until death of the retiree. Upon the death of the retired employee, coverage for the spouse and eligible dependent(s) will be determined by the rules of the medical provider and the cost of coverage shall be the sole responsibility of the spouse and eligible dependent(s).

- G. For any employee hired on or after January 1, 2002, who retires from the Employer on a permanent disability pension; or retires from the City with twenty (20) years of service with the City and 25 years in the Pension, the City shall pay upon retirement only the eligible retiree's medical, prescription and dental care benefits until death of the retiree. From retirement of the employee forward, the spouse and eligible dependent coverage is optional and at the sole cost of the retiree.
- H. If the City changes insurance carriers, the benefits provided must be substantially similar than the existing plan. The Union must be notified of the change prior to implementation to demonstrate equal coverage and company reliability.
- I. The Employer agrees to provide each employee with information describing the details of all benefits programs, enrollment information and the required forms.
- J. If the employee is eligible for medical health insurance coverage and elects in writing not to take coverage by December 1<sup>st</sup> for the upcoming year because the employee is covered under another insurance plan, then the eligible employee shall receive a payment in accordance with Council Resolution #01-324-R-256 which will pay an employee \$2,300.00 per year for opting out of coverage under the medical-prescription plan and \$200.00 per year for opting out of coverage in the dental plan.
- K. The City will constitute a Section 125 Plan.

**ARTICLE 16**  
**DEFERRED COMPENSATION PLAN**

- A. It is understood that the Employer shall implement (or continue) a Deferred Compensation Plan which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.
- B. It is understood that the Employer shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.
- C. The Employer shall provide literature describing the plan as well as a required enrollment or other forms to all employees when the plan has been established.

**ARTICLE 17**  
**HEALTH AND SAFETY**

- A. Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.
- B. The Employer agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with federal, state, and local health and safety laws and regulations.
- C. The Employer and the Union shall communicate and exchange information regarding health and safety hazards of all employees.
- D. The Employer shall make every reasonable effort not to use paints or pesticides during business hours.

**ARTICLE 18**  
**SAFETY EQUIPMENT AND CLOTHING**

The Employer shall provide any clothing and other safety gear, which is required by the employee to function at his job duties in a safe environment.

**ARTICLE 19**  
**PERSONAL LEAVE**

- A. Full-time employees shall be credited with three (3) days of personal leave.
- B. Personal leave days shall not be accumulated beyond the calendar year.
- C. Employees may take personal leave in units of ½ days.

**ARTICLE 20**  
**BEREAVEMENT LEAVE**

Employees shall be entitled to a maximum of four (4) days leave with pay for each occurrence of death in the immediate family. The immediate family shall be defined as: mother, father, sister, brother, spouse, child, stepparent, stepchild, and parent of spouse. In the event of the death of a grandmother, grandfather, or grandchild, the employee, upon request, shall be entitled to the day of the funeral only without the loss of pay.

If requested, an employee shall be required to present his/her immediate supervisor with proof of death (i.e., copy of death certificate, obituary notice, etc.).

**ARTICLE 21**  
**MILITARY LEAVE & JURY DUTY**

The Employer will grant military leave for eligible employees in accordance with provisions of the New Jersey Administrative Code.

Employees summoned to serve jury duty shall be granted time off without loss of pay by the Employer. An employee is required to return to work from jury duty if the employee is excused from serving on the jury for either the morning or afternoon session.

Employees subpoenaed as witnesses in civil or criminal cases involving them in their capacity as City of Burlington employees will be granted a paid leave of absence for the time in which they are officially involved with the court in that capacity.

Employees summoned as jurors or subpoenaed as a witness must submit a copy of the summons or subpoena with a written request for leave to their Department Director indicating the anticipated date of return.

The Department Director will forward the written request and the copy of the summons or subpoena to the Business Administrator by the end of the next working day. The Business Administrator and City Attorney shall review all subpoenas.

The Business Administrator will approve the leave in writing to the employee and the Department Director by the end of the next working day.

Employees must notify their immediate supervisor as soon as possible if the length of jury duty has been extended beyond the original return date.

On the first day of their return to work, employees must present a jury attendance slip, provided by the court, to their Department Director or supervisor to be attached to the weekly time sheet.

**ARTICLE 22**  
**EVALUATIONS**

There shall be a formal written evaluation system and rating of each employee completed annually.

Evaluations shall be made at least once each year for employees. An employee must have worked for their immediate supervisor/administrator for at least three (3) months before an evaluation can be performed.

Each employee shall be notified of his/her performance evaluation and shall have the opportunity to review such evaluation and the supervisor/administrator shall confer with the employee regarding the evaluation.

Any disciplinary actions taken as a result, either partially or fully, of performance evaluations, are appealable through either the Grievance Procedure, if minor discipline, or to the New Jersey Department of Personnel, if major discipline.

During the working test period of three (3) months, employees will be informed of the standards of performance to be achieved and will be advised of the specific deficiencies in his/her progress, immediately, in writing at the end of the second (2<sup>nd</sup>) month and at the end of the working test period.

**ARTICLE 23**  
**VOLUNTARY SAVINGS PLANS AND CREDIT UNION FUNDS**

Employees may enroll in a voluntary payroll deduction Federal Savings Bond Plan

Employees may enroll in a voluntary credit union fund.

Applications for enrollment in voluntary savings plans shall be made available through the payroll department.

The Employer shall make direct deposit available to employees.

**ARTICLE 24**  
**JOB POSTINGS AND PROMOTIONS**

Employer recognizes the extent to which operational efficiency is generally enhanced by promotions from within and therefore shall endeavor to continue promoting from within. Nothing stated above shall be deemed to alter the Employer's alternatives under New Jersey Department of Personnel law and regulations, nor shall it be deemed to alter the fact that this subject matter is a non-negotiable, non-grievable, and non-arbitrable discretionary management prerogative.

1. Individual notices of promotional examination and application form shall be distributed to eligibles when so provided by the New Jersey Department of Personnel. In all other cases, announcements of promotional examination shall be posted on a separate bulletin board and published in employee bulletin form. In all cases, announcements shall be furnished those employees on leave of absence and/or those employees visually impaired.
2. Notices of promotional examination shall comply with applicable New Jersey Department of Personnel regulations. Currently, N.J.A.C. 4A:4-2.1 requires that promotional examination announcements include at least the following:
  - a. Title of examination;
  - b. Salary information;
  - c. Minimum qualification for admission to the exam;
  - d. Department Location
  - e. Filing information; and
3. In open competitive examination, a reference to duties and responsibilities. The parties agree that if, during the term of this Agreement, the foregoing regulation is amended, the Employer shall contact the Union and arrange a meeting to review the amendment and attempt to agree upon any contractual changes that may be required to come into conformity with the amendment. In addition to the requirements of the regulation cited above,

the Employer agrees to continue its historical practice of placing a notice on promotional bulletin boards advising employees that duties and responsibilities as indicated in job description are available for review in the Employer's personnel department.

4. Promotional vacancies to be filled on a provisional basis pending examination or new permanent job openings shall be posted on a separate bulletin board for a period of five (5) working days before the position is filled. The Union shall be notified of the appointment. In emergency situations, the postings shall not be less than three (3) working days.
5. Provisional promotional appointments shall be made only in cases of emergency or when no complete employment list exists. Where such appointments are made, and there is no complete employment list, the Department of Personnel will take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible. If there isn't a complete employment list, the Employer will within thirty (30) days request that a promotional exam be administered as soon as possible by the Department of Personnel and upon completion of the test, the Department of Personnel take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible. If requested by the Union, the Employer agrees to provide a list of then current provisional appointments.
6. When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his or her permanency in his or her regular permanent job classification shall be continued during such trial or provisional period and he shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.
7. Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional or promotional examinations administered by the Department of Personnel of the State of New Jersey for positions of the Employer shall be granted time off with pay including necessary travel time to take such examinations if they are scheduled during the work shift of the employee.

**ARTICLE 25**  
**TEMPORARY/INTERIM JOB REPLACEMENT**

When the Employer decides that there is a need to fill a position which has become vacant on a temporary/interim basis, the procedure shall be in accordance with applicable New Jersey Department of Personnel regulations (currently N.J.A.C .4A: 4-1.6 regarding interim appointments, and currently N.J.A.C. 4A:4-1.7 regarding temporary appointments).

If the Employer fills a vacancy under this Article, based on program needs, the Employer shall make every reasonable effort to fill the vacancy from current employees who meet the qualifications of the vacancy and whose past work history is satisfactory, prior to filling the position from other sources in accordance with New Jersey Department of Personnel regulations, recognizing the Employer has other options under New Jersey Department of Personnel regulations.

When a vacancy is filled by a temporary/interim appointment, the employee shall be paid at the salary range and step which is closes to, but at least five percent (5%) higher than the employee's salary in their permanent title. An employee's salary cannot exceed the maximum salary for the established salary range for the job title.

Temporary/interim appointments shall have a maximum duration of six (6) months.

**ARTICLE 26**  
**OUT OF TITLE WORK**

An employee subject to this Agreement who performs work in a higher paid classification governed by this Agreement than their own for more than thirty (30) calendar days annually shall be paid the rate of the classification to which they have been temporarily assigned beginning with the 31<sup>st</sup> day, unless separate provisions have been made under the terms of this Agreement.

**ARTICLE 27**  
**TRAINING**

Employees shall be made aware through an orientation that services are available to them for alcohol, drug, gambling, and stress related problems.

Ongoing staff development and training activities shall be provided by the Employer as determined by a needs assessment conducted by the Business Administrator.

**ARTICLE 28**  
**RECAPITULATION OF LEAVE**

The Employer shall issue an annual recapitulation of accrued sick, vacation, and personal leave on an individual basis by March 31<sup>st</sup> of each year. All recapitulations are tentative subject to audit by the State of New Jersey.

Upon agency receipt of notification of audit discrepancy, recapitulation of leave shall be accomplished immediately as a debit or credit in accordance with official audit by the State of New Jersey.

**ARTICLE 29**  
**COMPENSATION**

Effective January 1, 2004 employees' salaries shall be adjusted to reflect a three point five percent (3.5%) salary increase on base salaries as of December 31, 2003. Effective January 1, 2005, employees' salaries shall be adjusted to reflect a four percent (4%) salary increase on base salaries as of December 31, 2004. Effective January 1, 2006, employees' salaries shall be adjusted to reflect a four percent (4%) salary increase on base salaries as of December 31, 2005. Effective January 1, 2007, employees' salaries shall be adjusted to reflect a four percent (4%) salary increase on base salaries as of December 31, 2006. The base salaries are annexed hereto as Appendix A.

The City reserves the option to shift to a bi-weekly payroll.

**ARTICLE 30**  
**LONGEVITY**

A longevity bonus equal to two and one-half percent (2.5%) of base salary shall be paid for every five years of consecutive service to each full-time employee.

**ARTICLE 31**  
**LEAVE FOR UNION ACTIVITIES**

Union delegates shall be afforded leave with pay to attend the conferences, meetings, conventions and training.

Written notice from the Union of the authorization of delegates to utilize such leave time shall be given to the Employer at least one (1) week in advance of the date(s) of such absence. Leave shall be granted to not more than one (1) delegates at a time who are authorized by the President or the Executive Board of the Union and shall be limited to an aggregate total of five (5) days of paid leave in a one (1) year period.

Absences due to Union leave approved under this Article shall not adversely affect employment, pay status or evaluations.

There shall be no loss of pay for employees for time spent either as a grievant, witness, or Union representative or Union recorder in any of the following proceedings:

1. All disciplinary meetings or hearings
2. The Grievance Procedure which includes arbitration
3. Departmental Hearings
4. NJ Office of Administrative Law Proceedings
5. Unfair Labor Practice matters
6. NJ Public Employment Relations Commission proceedings
7. National Labor Relations Board proceedings
8. Contract Negotiations (to include meetings with the Employer, mediation, and fact-finding)

**ARTICLE 32**  
**UNION ACTIVITIES ON THE WORK SITE**

The Union shall have the right to distribute information dealing with proper legitimate Union business to employee's desks during non-working hours (lunch, break time, and before/after work). In addition, the Union shall be provided with a bulletin board for the purpose of posting materials relating to Union matters. No posting shall be allowed in any other location.

The Union shall be allocated a reasonable space for the accumulation and use of literature and resources pertaining to Union business provided such space is available.

The local Union will be allowed by the Employer a period not to exceed forty-five (45) minutes to address all new employees and to provide them with membership packets which contain information about the Union.

The Local Shop Steward and/or Branch Officer will be allowed one hour to investigate a grievance and attempt to settle the issue.

**ARTICLE 33**  
**TERM OF AGREEMENT**

This Agreement shall be effective on January 1, 2004 through December 31, 2007 and from year to year. Negotiations for a successor Agreement shall begin not later than one hundred-twenty (120) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until this Agreement is replaced by a new Agreement.

**ARTICLE 34**  
**SEPARABILITY AND SAVINGS**

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 35**  
**FULLY BARGAINED CLAUSE**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by

the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

The parties agree that they have fully bargained and agree upon all terms and conditions of employment set forth in this Agreement. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained issues, which were or could have been subject to negotiations.

**ARTICLE 36**  
**NON-DISCRIMINATION**

The Employer and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, creed, religion, national origin, physical handicap, political affiliation, armed forces obligation, Union membership, or participation in Union activities.

**ARTICLE 37**  
**RETIREMENT**

Employees retiring from the Public Employees Retirement System shall be entitled, upon retirement, to receive a lump sum payment for accumulated unused vacation leave earned.

Any employee hired prior to January 1, 2002 who retires from the Employer on a permanent disability pension; or retires from the City with twenty (20) years of service with the City and 25 years in the Pension or with at least fifteen (15) years of service with the City and at a minimum age of sixty-two (62) years shall continue to receive medical benefits for retiree, spouse and eligible dependents until death of the retiree. Spouse and dependent coverage upon death of the retired employee will be determined by the rules of the medical provider at the sole cost of the spouse and eligible dependents.

For any employee hired on or after January 1, 2002, who retires from the Employer on a permanent disability pension; or retires from the City with twenty (20) years of service with the City and 25 years in the Pension, the City shall pay upon retirement only the eligible retiree's medical, prescription and dental care benefits until death

of the retiree. From retirement of the employee forward, the spouse and eligible dependent coverage is optional and at the sole cost of the retiree.

Each employee who retires from the shall be entitled, upon retirement, to receive a lump sum payment for accumulated unused sick leave earned during continuous unbroken service since the most recent date of hire. This payment shall be computed at the rate of the 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, provided, however, that no lump sum supplemental compensation payment shall exceed one hundred (100) days pay. Retirees may change the amount of taxes withheld from the supplemental check if permitted by law. If this is done, the Employer shall be held harmless for any problems encountered by the employee.

If the employee dies while employed by the Employer, their spouse and dependents shall receive insurance coverage for thirty-six (36) months at the Employer's expense. When a retiree becomes Medicare age, the retiree health insurance coverage will be transferred to the appropriate Medicare-primary insurance policy.

Consistent with law, medical benefits provided herein shall be in accordance with the same terms and conditions as provided to active employees.

**THIS AGREEMENT AND CAUSED SAME TO BE EXECUTED BY ITS RESPECTIVE OFFICERS OR AGENTS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.**

**CITY OF BURLINGTON**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

\_\_\_\_\_  
Darlene A. Scocca, Mayor  
City of Burlington

\_\_\_\_\_  
Carolyn C. Wade, President,  
CWA, Local 1040

\_\_\_\_\_  
Robin Snodgrass, City Administrator  
City of Burlington

\_\_\_\_\_  
Bruce Fralinger, Staff Representative  
CWA, Local 1040

\_\_\_\_\_  
Cindy A. Crivaro, Acting Municipal Clerk  
City of Burlington

\_\_\_\_\_  
Barg. Chairman

\_\_\_\_\_  
Victor S. Waller, CWA Representative