

**Memorandum of Agreement  
Between  
County of Burlington & Burlington County Prosecutor  
And  
Communications Workers of America Local 1036  
Prosecutor's Office Clerical Unit**

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1. The collective negotiations agreement ("the Agreement") shall be in effect from January 1, 2011 through December 31, 2013.
2. Unless modified by this Memorandum of Agreement ("MOA"), all language and provisions in the collective negotiations agreement with the term January 1, 2007 through December 31, 2010 shall remain unchanged and shall be included in the new 2011-2013 contract.
3. The parties shall commence negotiations for the successor collective negotiations agreement to take effect January 1, 2014 no later than May 15, 2013.
4. The parties agree to recommend approval of this MOA to their respective governing bodies.
5. This MOA may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatory hereto may indicate acceptance of this Agreement with a facsimile signature, provided that an original signature is provided to all other parties thereafter.

*The parties agree to modify the 2007-2010 collective negotiations agreement as follows:*

1. Negotiated Agreements during 2007-2011 contract to be added: (3/29/2012)
  - a. XVI Personal Leave (1/26/11)
  - b. XIII Family Medical Leave (1/26/11) – (as revised on 5/9/2012)
  - c. XVI Dental Benefits (1/26/11)
  - d. XVII Retirement regarding prgh B applying to employees hired prior to 2007 and part-time credit (1/26/11)

2. Article IX Salaries: parties agree as follows

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

A. 1. Effective and retroactive to January 1, 2011, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2010, shall receive an increase of 1.75% added to the employee's base pay from the prior year.

2. Effective and retroactive to January 1, 2012, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2011, shall receive an increase of 1.75% added to the employee's base pay from the prior year.

3. Effective and retroactive to January 1, 2013, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2012, shall receive an increase of 1.75% added to the employee's base pay from the prior year.

4. With respect to the title "Legal Secretary," the Employer shall petition the NJ Department of Personnel for permission to use the titles of Legal Secretary I and Legal Secretary II, titles that are currently used in State government. If the Department of Personnel declines the Employer's request, the Employer's obligation under this clause shall be fulfilled.

Limited reopener clause: However, in the event the Department of Personnel permits the Employer to use such titles, the parties shall meet to negotiate a new range for the Legal Secretary I title. The title Legal Secretary II shall be considered a lateral title change. The Prosecutor shall be under no compulsion to create a Legal Secretary I position, which if created, would be considered a promotional opportunity.

B. Adjustment of maximum salary ranges  
Effective January 1<sup>st</sup> of this Agreement, maximum salary ranges shall be increased by the amount of the across the board percentages above.

C. Adjustment of minimum salary ranges  
For the term of this Agreement from 2011-2013, the minimum salary ranges will

not be increased.

To be retroactively covered by this agreement, an employee shall have maintained continuous full time employment up to and including the date of full execution of this agreement by both parties with the exception of those employees who have retired.

Add: D. The County shall pay all employees' salaries by way of direct deposit each payday, and shall furnish employees with a pay stub for each pay period. All employees shall complete and periodically update, as necessary, direct deposit forms which shall be delivered to the Department of Human Resources/Payroll unit. (tok 3/29/2012)

Add: E. All retroactive compensation for 2011 and 2012 will be issued in a check or checks separate from the employee's regular pay.

3. **Article XV. Health Benefits:**

*Change Par. A.* to reflect ch.78, P.L. 2011 contributions.

*Change Par. A.* to rename Current Plan, recognize Plan 2 (PPO), Plan 3 (HDHP), and Plan 4 (Premier Choice).

*Change Par. A.* to reflect copayments below, effective January 1, 2013:

Doctor's Visits - \$20.00

Prescription Generic - \$0.00

Brand Preferred - \$30.00

Brand Non-Preferred - \$45.00

*Change Par. A.* to reflect agreement on adding dependent OB/GYN care.

4. **Article XVI Vacation**

Add: Vacation time can be used in one hour increments rather than only a half or full day.

5. **Article XVII Sick Leave**

Change A.7.c. as follows:

Credited sick leave, for up to three (3) working days may be requested for a death of an employee's aunt, uncle, niece, nephew, brother in law, or sister in law. If sick leave is

exhausted, Compensatory, Vacation, and Personal time may be used in this order for bereavement leave.

6. Article XX. Retirement:

*Change Par. B. "Consistent with ch.78, P.L. 2011 and effective January 1, 1993, all employees who have retired or who shall retire with twenty-five (25) years..."*  
(5/1/2012)

7. Article XVII. Sick Leave:

*Add: Employees shall notify the employer about scheduled doctors' appointments and shall be permitted to use sick time for such appoints (to include reasonable travel time to and from). (5/1/2012)*

Daniel Hornickel 2/28/13  
Daniel Hornickel                      Date  
Burlington County

Adam Liebtog  
Adam Liebtog                      Date  
CWA Local 1036