

2020-00656  
12/28/2020

**MEMORANDUM OF AGREEMENT BETWEEN  
COUNTY OF BURLINGTON  
AND THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 1036  
JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

**Nonsupervisory, Supervisory, Superintendent of Elections, and Prosecutor's Clerical Units**

WHEREAS, the County of Burlington ("Employer") and Communications Workers of America Local 1036 ("Union") are parties to a collective bargaining agreement covering a bargaining unit of nonsupervisory ("rank and file") employees; and

WHEREAS, the current collective bargaining agreement expired December 31, 2019 and the parties have engaged in negotiations for a successor agreement to take effect January 1, 2020 ("Agreement"); and

WHEREAS, the parties have reached a tentative agreement for terms for a successor Agreement, which are memorialized in this Memorandum of Agreement; and

WHEREAS, the parties' negotiating committees agree to recommend approval to their respective governing bodies and membership; and

NOW THEREFORE, the parties agree as follows, subject to ratification:

**A. Duration:**

1. The term of the Agreement shall commence January 1, 2020 and end December 31, 2022.
2. All provisions of the preceding contract expiring December 31, 2019 shall be carried forward to the new contract without change, except if modified by Addendum A or subsequent negotiations and reduced to written agreement.

**B. Salary:**

1. All employees employed as of ratification shall receive an increase to base salary and wages of 1.0%, retroactive to January 1, 2020. In addition, each employee employed as of ratification shall receive a lump sum off-base payment of \$500.00. Juvenile Detention Officers who were subject to layoff as of December 11, 2020 shall receive retroactive payments for the 1% increase (pro-rated) and the \$500.00 off-base payment.
2. Effective January 1, 2021, all employees who have maintained continuous employment since on or before September 30, 2020 shall receive an increase to base salary and wages of 1.95%.
3. Effective January 1, 2022, all employees who have maintained continuous employment since on or before September 30, 2021 shall receive an increase to base salary and wages of 1.95%.

4. Retroactive payments shall be pensionable and subject to taxes and other regular deductions. Health benefits contributions shall not be deducted from the retroactive payment. The lump sum off-base payment shall not be subject to pension or health benefits deductions.
5. It is anticipated that payments for 2020 base increases shall be issued on or before January 7, 2021.

**C. Health Benefits:**

1. 1. The existing language in the Collective Negotiations Agreement remains unchanged. .

**D. Departmental Issues**

1. The County and Union have identified certain issues in specified departments that are ongoing concerns. Nothing in this Memorandum of Agreement prevents the parties from negotiating over those issues and reaching written agreement during the life of this contract. Any agreements on Departmental issues will be subject to approval of the Union membership and County.

**E. Other Tentative Agreements**

See Addendum A.

## ADDENDUM A

### I. LIBRARY – Article 38

#### Section A. Work Schedules: Hours of Work

- All Library employees shall have a 35-hour (thirty five hour) or 37.5-hour (thirty-seven-and-a-half hour) workweek in accordance with Exhibit C of this Agreement.
- The parties mutually identified employees whose duties require title adjustment. The County is taking steps necessary to implement title changes where appropriate.

### II. Article 1 Recognition

- Add regular part-time employees who work at least five (5) hours per week to union recognition.

### III. Article 2 General Rules

- Copies of resolutions sent to the Local via email within 10 days of adoption.

### IV. Article 4. Additional Compensation, Section D. Tuition Reimbursement

- Correct paragraph to clarify eligibility for 18 credits for degree programs at Rowan at Burlington College, whether Associates or Bachelors.

### V. Article 16, Benefits

- Section A. Benefits will commence on the first of the month following 60 days instead of three months of employment
- Section A.1.g. Children of covered employees are covered until the age set by law,, delete reference to age 19 and age 23 from medical benefits.
- Section B.5. Dental – Covered dependents up to age 19 or, if in school as full-time student, up to age 23.
- Section A.4. Benefits will be extended to a max of 90-days within a rolling 12- month period.
- Section C. Delete reference to “EyeMed” and replace with “Vision Care Plan.”
- Donated Sick Leave Program will be re-submitted to the NJ Civil Service Commission to adopt its revisions.

### VI. Article 23 Union Rights

- The Union shall have the right to meet with newly hired employees for 30 minutes within the first 30 days of employment to conduct union orientation.
- County shall send updated membership reports to the Union.
- Union has the right to communicate with members via the County email system regarding grievances, negotiations, and internal union matters.

### VII. Article 26 Grievances

- County Dept Head or HR will send copies of all grievances to the Union if not filed by the Local rep.

### VIII. Article 36. Health Department.

- Change Sanitarian title to Registered Environmental Health Specialist
- Title Ranges – correct range of REHS to Range 24
- Section B. Animal Shelter – correct hours to be current schedule

IX. Article 41. Solid Waste

- Section A.(1). Add the title of Maintenance Repairer. Delete reference to 2011.
- Section B.(1).(b). Work hours should be modified to Monday through Friday 9 AM to 5:30 PM Saturdays 7 AM to 12:30 PM
- Section B.(3). Correct references.

For CWA:

Adam Liebtog 12/23/2020

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For Burlington County:

Eve A. Cullinan 12/28/2020  
 Eve A. CULLINAN  
 County Administrator

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