

2007 -- 2010

**AGREEMENT**

BETWEEN

Board of Chosen Freeholders of the  
County of Burlington,

and

Burlington County Highway Supervisors

and

Communications Workers of America, AFL-CIO

## TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE</u>
I	Recognition	3
II	General Rules of Compensation	3
III	Salaries	4
IV	Additional Compensation	5
V	Work Clothing	7
VI	Work Schedules	9
VII	Holidays	10
VIII	Overtime	11
IX	Seniority/ Job Posting	13
X	Benefits	13
XI	Annual Vacation	16
XII	Personal Leave	17
XIII	Sick Leave	18
XIV	Family & Medical Leave	20
XV	Special Leave of Absence	20
XVI	Military Leave	21
XVII	Jury Duty	21
XVIII	Retirement	21
XIX	Personnel File	22
XX	Workers Compensation, Safety & Health	22
XXI	Equal Treatment	23
XXII	Management Rights	24
XXIII	Rights & Privileges of the Union	24
XXIV	Union Dues	26
XXV	Agency Shop	27
XXVI	Grievance Procedure	29
XXVII	Discipline	31
XXVIII	No Strikes	32
XXIX	Savings Clause	33
XXX	Complete Agreement	33
XXXI	Effective Dates	33
	Side Letters:	35
	Exhibit A: Titles	36
	Exhibit B: Work Clothing	36
	Exhibit C: 2007-2010 Salary Ranges	37

**ARTICLE I RECOGNITION:**

The Employer recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent for all full-time employees of the County of Burlington for the purposes of negotiating the terms and conditions of their employment. Managerial Executives and Confidential Employees, within the meaning of N.J.S.A. 34:13A-3 et seq. are excluded from this Agreement.

Titles represented by the Union shall include those listed on Exhibit A.

**ARTICLE II GENERAL RULES OF COMPENSATION:**

A. There shall be established minimum and maximum salaries for each title which shall be set forth in this Agreement as an addendum. This Agreement shall apply to only full-time employees who are employed as of the signing of this Agreement, or thereafter.

B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses, and other financial benefits.

C. Copies of all resolutions creating and/or abolishing job positions or titles, which are covered under the terms of this Agreement, shall be sent to the Union following adoption by the Employer.

D. Promotion / Demotion

1. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her base salary shall be increased by \$2,000. However, no employee shall be placed on the higher range at a salary less than the minimum or greater than the maximum for that range.

2. Employees who are demoted to a prior title shall be paid what they would have earned had they continuously served in the lower title.

In limited circumstances, for employees promoted prior to the current contract who should be earning equal to or more (based upon similar length of service, time in title or other factors) than employees promoted under the current contract, the County Administrator or Director of Human Resources may make equity adjustments.

E. An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than five (5) consecutive days or after ten (10) days in a calendar year shall be entitled to the adjustment in pay provided for in paragraph D of this Article. In no event shall the procedure of upgrading an employee's classification be used in lieu of promoting a duly qualified employee when available. In the event an employee shall work more than five (5) consecutive days, payment shall be retroactive to the first day worked in the higher paid title. In the event of more than ten (10) non-consecutive days, higher title pay shall begin on the eleventh (11th) day.

### **ARTICLE III SALARIES:**

For employees who are hired prior to the signing of this Agreement 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, 2007, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2006, shall receive the following (based upon employees' base pay as of 12/31/06): Employees in assistant supervisor titles shall move up to the minimum of Range 21 (\$34,637) or receive a \$1,550 or 3.8% raise, whichever is greater; Employees in supervisor titles shall move up to Range 28 (\$39,953) or receive a \$1,550 or 3.8% raise, whichever is greater. (Effective 1/1/07, the ranges for all assistant supervisor and supervisor titles shall be 21 and 28 respectively.)

2. Effective and retroactive to January 1, 2008, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2007, shall receive an increase of \$1,750 added to the employee's base pay. In the event an employee's base salary exceeds the maximum after the salary increase is added to his/her base pay, the amount over the maximum shall be paid in a lump sum, half payable the second pay in January and the other half payable the second pay in June. However, if the lump sum amount is \$500 or less, it may all be paid on the second pay date in January.

3. Effective January 1, 2009, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2008, shall receive an increase of \$1,750 added to the employee's base pay. In the event an employee's base salary exceeds the maximum after the salary increase is added to his/her base pay, the amount over the maximum shall be paid in a lump sum, half payable the second pay in January and the other half payable the second pay in June. However, if the lump sum amount is \$500 or less, it may all be paid on the second pay date in January.

4. Effective January 1, 2010, employees who have been on the payroll and who have maintained continuous full time employment since on or before September 30, 2009, shall receive an increase of \$1,750 added to the employee's base pay. In the event an employee's base salary exceeds the maximum after the salary increase is added to his/her base pay, the amount over the maximum shall be paid in a lump sum, half payable the second pay in January and the other half payable the second pay in June. However, if the lump sum amount is \$500 or less, it may all be paid on the second pay date in January.

#### **B. Adjustment of salary ranges**

Effective January 1, 2007 and every year thereafter, maximum salary ranges shall be increased by \$1,600 and minimum salary ranges shall be increased by \$1,000 as set forth in the attached addendum entitled "2007-2010 Salary Range Addendum."

**ARTICLE IV ADDITIONAL COMPENSATION:**

A. Mileage: Employees shall be reimbursed the IRS rate for mileage during the course of this agreement.

B. Training: 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.

C. Certification: Any full-time employee who is required to be certified or licensed in their present position shall be granted time off in order to take the necessary test if such test is scheduled during the normal workday. In the event that an employee is required to take any training to maintain or acquire a license or certification, the County will reimburse the employee for the full cost. Additionally, any fee required to maintain the required license or certification will be reimbursed. In the event an employee has had a certification fee reimbursed by the County, the employee will be obligated to remain in County employment for one year thereafter or reimburse the County for the full amount.

The County shall additionally provide a physical biannually beginning 2004 to those employees who possess a commercial driver's license and who are required to be certified as physically fit for their present position.

D. Tuition Reimbursement:

1. General Policy: Permanent, full-time employees or full-time provisional employees with one year of service will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Department Head to the Director of Human Resources. An employee seeking to take classes for the following year must declare his or her intention to take classes by September 30<sup>th</sup> of the current year, to include an estimate number of credits to be pursued.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per semester, up to nine (9) credits per year.

The County shall reimburse employees within 60 days of receiving the completed submission of all necessary documentation. The County shall allocate up to \$2,500 per year for tuition reimbursement for employees covered by this labor agreement.

For permanent, full time employees, the Board will continue its policy of reimbursing employees for tuition up to the cost of three undergraduate credits at the standard, in-State undergraduate rate at Rutgers, the State University. The maximum annual reimbursement shall be limited to the tuition cost of nine undergraduate credits. The parameters outlined above shall apply to the programs explained below unless specifically modified.

2. Special Program for courses taken at Burlington County College (“BCC”):

Permanent full time employees or full time employees with one year of full-time service shall be eligible for tuition and standard fees reimbursement at BCC for courses taken in pursuit of a specific degree (such as an Associate’s degree). Standard fees shall include the General, Student Activity and Technology fees, but shall exclude all other fees or costs such as books, parking, etc. The total reimbursement for fees per course shall not, however, exceed 35% of the cost of course tuition. A laboratory fee for a science course may also be covered subject to approval by the Director of Human Resources.

For the first course taken at BCC, the employee shall remain in County service for a period of six (6) months after completion of the course. For all additional courses, the employee shall remain in County service for a period of three (3) months after completion of the course. The commitment required for each course taken shall be cumulative.

Employees shall be eligible for a maximum of eighteen (18) credits per year for courses taken at BCC in pursuit of a specific degree. The County will not, however, cover the cost of any non-credit, remedial courses.

For employees wishing to take courses at BCC other than in pursuit of a specific degree, the terms of the special program above shall continue to apply. However, employees shall be eligible for a maximum of nine credits per year.

For employees seeking to earn a Bachelor’s in Arts or Bachelor’s in Science degree through a cooperative undergraduate program between BCC and an accredited four year program, the County will permit tuition (only) reimbursement of up to six (6) credits per semester at the Rutgers University in-State undergraduate tuition rate up to a maximum of fifteen (15) credits per year. For employees seeking to earn a bachelor’s degree through a program other than a BCC cooperative agreement, the County will permit tuition (only) reimbursement up to a maximum of nine (9) credits per year at the Rutgers rate stated above. Employees shall continue to work in County service for a period of three months per three credit course after the initial six month commitment for the first course.

For employees seeking to earn a bachelor’s degree, the degree must be in a field of County government service in order to be approved for tuition reimbursement. All courses taken as electives to the bachelor’s degree must be job related. “Job related” for undergraduate elective courses shall be loosely construed.

For any and all courses taken above, should an employee fail to meet the required commitment to remain in County service, the employee shall reimburse the County for all tuition (and fee) reimbursements paid by the County on behalf of said employee.

3. Graduate School:

For employees seeking to earn a graduate degree or pursuing job-related graduate courses, permanent full time employees or full-time employees with one year of service will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Department Head to the Director of Human Resources. "Job related" for graduate school courses shall be strictly construed.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "B" or better. In addition, the employee must agree to remain in County service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of (tuition only) reimbursement shall be limited to the equivalent cost of nine (9) credits per year at the Rutgers University Graduate School in-State tuition rate.

4. Technical or Trade School programs:

For employees wishing to enroll in a program at a technical or trade school in pursuit of a certification or other approved course of study, the County shall cover the cost of tuition at the BCC rate per credit for courses successfully completed up to a maximum of 18 credits per year. For the purposes of determining the value of a credit, fifteen hours of class time shall be equal to one credit. General, required fees may be reimbursed subject to the approval of the Director of Human Resources, but may not exceed 25% of the cost of tuition per course. Employees shall continue to work in County service for a period of three months per three credit course after the initial six month commitment for the first course.

**ARTICLE V WORK CLOTHING:**

A. Uniform Allowance:

Effective upon the signing of this contract, in each year of this contract eligible employees covered by this Agreement who are required by the County to wear special clothing and/or uniforms shall receive an annual clothing maintenance allowance up to two hundred dollars (\$200). In 2008, said allowance shall increase to two hundred and fifty dollars (\$250). Eligible employees shall be defined as those titles presently listed in Appendix B. The method for providing this allowance shall be as outlined below.

B. General Principles:

This article on uniforms shall apply to all employees represented by CWA for whom the County supplies uniforms, garments or work clothing (hereafter collectively “clothing”). Subject to the areas that are negotiable between the County and the union, the County reserves its right to determine the quantities, qualities, styles, colors, uses, features, etc., of any and all clothing supplied by the County to the workforce. However, in the event the County decides to materially change the type of required clothing, the County shall meet with the union 30 days prior to the effective date of change to address the potential impact of such change.

For employees whose clothing is furnished by way of non-sustaining revenues (such as grant or trust fund programs), such clothing will only be provided to the extent such non-sustaining revenue funds are available or as permitted under the terms of the grant or trust. However, if such funds are unavailable, the County agrees to reopen negotiations with the union.

C. Work Attire and Returns:

For all employees required to wear clothing by the County, such employees must wear the clothing during all working hours unless excused by the department head or his/her designee, or on account of a valid medical excuse of limited duration. Aside from coming and going to work, clothing furnished by the County should not be worn other than during normal working hours (or approved overtime). [For a medical excuse to be valid, an employee must submit a signed report from a physician explaining the medical condition underlying the request and the anticipated duration of the medical condition. Requests may be granted if the essential functions of the employee’s position can be accomplished without the uniform and/or mandatory PPE/ safety equipment is not needed for the period of the request.]

Any garments that bear a County logo or that have a County emblem or other County identification affixed must be returned to the County at the time new clothing is furnished to the employee (or the current clothing is worn out). In the case of an employee whose employment is terminated for any reason, all such clothing must be returned to the County prior to receiving the last paycheck. The employee’s last paycheck shall be withheld for a period of up to 30 days until the clothing is returned. Thereafter, the matter will be referred to the Legal Department.

D. Provision of Clothing:

Each year, the County’s Purchasing Division shall make arrangements for the purchase of acceptable clothing for departments heads who, shall in turn, designate clothing articles for eligible employees to select by way of an Order Form. Employees eligible to receive a clothing allowance shall select articles of clothing up to the amount of their approved clothing allowance, subject to final approval by the department head. Employees may choose to set aside a portion of their approved clothing allowance for reimbursement of dry cleaning expenses. Receipts for such expenses shall be submitted to the department head or designee on May 15<sup>th</sup> and November 15<sup>th</sup> of each year of the agreement.

For employees eligible to receive a clothing maintenance allowance, said allowance shall be utilized to purchase articles of clothing on or around May 1<sup>st</sup> (for Fall/Winter clothing) and November 1<sup>st</sup> (for Spring/Summer clothing) of each year of this agreement and shall be pro-rated



based upon the amount of time the employee worked the preceding year. Paid sick, vacation and personal time shall be considered time worked as well as all unpaid time totaling 12 days or less in a calendar year. All periods of service interrupted for more than 12 total days due to W days, unpaid leaves of absence and suspensions, shall not be counted as time worked.

E. Categories of Clothing:

For the purposes of this Article, there shall be two categories of employees for whom clothing shall be furnished. The categories are Medium Blue Collar and Heavy Blue Collar. Heavy Blue Collar shall be limited to employees assigned to specific jobs whereby rental clothing is more feasible than take-home clothing. Employees holding supervisory titles may be required to wear, in management's discretion, clothing that identifies their status as supervisors.

For new titles created during the course of the contract for which the County desires to supply uniforms, the County and the union shall meet to discuss the appropriate category to which to assign the titles.

Personal Protective Equipment as required by OSHA or PEOSH shall continue to be supplied in accordance with County policy as recommended by County Risk Management and approved by the County Administrator or the Director of Human Resources.

F. Work Boots:

To those titled employees presently receiving work boots, the County shall provide a \$100 boot allowance for each year of this agreement. The type of boot shall be at the sole discretion of the County. If an individual presents a doctor's note indicating that he is not medically able to wear said boot, the County at its sole discretion may substitute footwear.

The County is willing to combine clothing (\$250 eff. 2008) and boot allowance (\$100) to give employees more flexibility and to give employees with documented medical condition an OSHA approved alternative (steel metatarsal guards).

**ARTICLE VI WORK SCHEDULE:**

"Working day" is defined as Monday through Friday, excluding holidays.

A. Notwithstanding the work schedules listed below, provisions may be made for flexible schedules for employees in various Departments of the County, subject to the approval of the Department Head and affected employees.

B. Offices and facilities shall be open to the public as determined by the County. Employees may be scheduled as follows:

1. Non-shift Forty (40) Hour Employees: 8:00 AM to 5:00 PM with one (1) hour lunch or 8:00 AM to 4:30 PM with a one half (½) hour lunch in accordance with Departmental policy.

2. Notwithstanding the schedules as listed above in this paragraph, nothing set forth herein is intended to alter or change departmental/agency schedules which exist at the execution of this agreement.

3. The Employer may approve "summer hours" between the months of May to September. Such change in schedule shall be effective when summer hours are approved for subordinates (to insure supervision).

C. Breaks: All employees shall receive two ten (10) minute breaks, one in the morning and one in the afternoon.

D. For the efficiency of service or the good of the public, the County may change the work schedules of employees. Prior to the changing of any work schedule the Department Head must first solicit volunteers. Should the needs of the County/Department not be met after the solicitation of volunteers, the County with notice of not less than (10) working days, shall assign such employees based on inverse seniority. The conditions as set forth above shall be subject to the grievance procedures. Weekly work hours shall not be increased or decreased without the prior consent of the employee representative, except in cases of emergency.

E. Where there is more than one (1) work shift per day, employees within a given classification will be given preference of shifts in accordance with their seniority, except in cases of emergency.

## **ARTICLE VII HOLIDAYS:**

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. Third Monday in January known as Martin Luther King's Birthday.
3. February 12, known as Lincoln's Birthday.
4. President's Day
5. Good Friday.
6. Last Monday in May, known as Memorial Day.
7. July 4, known as Independence Day.
8. First Monday in September, known as Labor Day.
9. Second Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. Fourth Thursday in November, known as Thanksgiving Day.
13. Friday after Thanksgiving Day.
14. December 25, known as Christmas Day.

A. Holidays which fall on Saturday shall be observed on the prior Friday, and those which fall on Sunday shall be observed on the following Monday. An employee must be in pay status the entire day before and the entire day after a holiday in order to be paid for the holiday.

B. During the calendar year, employees who have previously taken a sick day before or after a holiday or the day of the holiday shall be required to provide a doctor's note for any further such absences for the remainder of the calendar year. Should the employee fail to provide the required doctor's note he shall not receive holiday pay or earn said holiday.

## **ARTICLE VIII OVERTIME:**

### A. General Rules

1. Overtime refers to any time worked beyond the normal workweek and is to be earned only when an employee is ordered to work by the Department Head. Such orders shall be given only when unusual circumstances arise. If an employee works overtime, he or she shall be entitled to elect compensatory time off or pay equal to one and one half (1 ½) times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.

2. Supervisory personnel shall be eligible for overtime in emergency situations at the request of the Department Head, and for scheduled overtime at the request of the Department Head to include, routine or other administrative functions.

3. No overtime shall be authorized or approved unless the individual making the application has in fact worked his/her designated position beyond their normal workweek of forty (40) hours. Sick Leave shall not be considered "time worked" except in a time of emergency or snow removal. Personal leave, Holiday and Vacation time shall be considered "time worked" if properly scheduled and approved. Compensatory time shall be considered time worked for the purposes of calculating overtime unless said overtime was worked on a day in which compensatory time was used.

4. If Compensatory time cannot be scheduled by the Department Head by December 31 of the calendar year or thirty (30) days after the date on which the overtime was worked, whichever is later, the employee shall be compensated at the overtime rate for such time. Compensatory time shall not accumulate from year to year.

5. If an employee elects to be compensated with overtime pay in lieu of compensatory time off, he shall immediately notify the Department Head, following the period in which overtime hours are worked.

6. Where the nature of the work requires the availability of personnel at times other than standard working hours, a call roster shall be established by the Employer (Department Head). Such roster will be prepared based on seniority within the appropriate section of each Department. The roster shall be available at all times for review by the employee, Union or local representative. In the event that an employee shall decline to work overtime when afforded the opportunity, such employee's name shall be placed at the end of the seniority roster for purposes of future overtime. Said employee shall have only one right of refusal. When an employee is called for a job assignment only the time actually worked on the assignment need be counted as hours worked.

B. Call-In

Employees called in to a work location shall receive a minimum of three (3) hours of straight time or time and a half (1½) for time worked, whichever is greater.

C. Beeper/Phone

Employees required to carry a beeper/ phone for the purpose of being available to respond in off duty hours shall receive one (1) hour pay for every eight (8) hours on beeper/ phone call. All unit members shall be eligible for on call beeper/ phone pay.

D. Emergency/Snow Removal

1. Employees who are required to work by reason of an emergency as declared by the Director of the Board of Chosen Freeholders or designee or as required for snow removal shall be paid at the rate of one and one half (1 ½) times for all hours worked beyond forty (40) for the normal workweek. During such period no employee shall work more than sixteen (16) consecutive hours. When such employee has worked sixteen (16) consecutive hours, he shall be given eight (8) hours off. If any of those eight (8) hours fall within the employee's normal work schedule, he shall be paid for such time off up to a maximum of four (4) hours pay. The employee may use accumulated compensatory time to supplement time off with pay up to a total of eight (8) hours. During such emergencies no employee shall refuse to work overtime unless he has been granted a pre-approved vacation, sick or personal day. All employees failing to work during this emergency by reason of sickness shall be required to produce a doctor's certificate. Employee affidavits may be accepted at the supervisor's discretion.

2. Upon submission of a doctor's note stating working long periods of time would aggravate an existing condition, employees with ongoing physical limitations shall be exempted from emergency overtime requirements.

E. Meal Allowance

Employees who fulfill the requirements of paragraph D above and have worked two (2) hours beyond the normal work day shall receive the following cash allowance for meals provided the employee signs a form of receipt for such payment.

Breakfast	\$5.00	Dinner	\$10.00
Lunch	\$7.50	Midnight Snack	\$5.00

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 AM (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).

In the event that someone works a double shift for whatever reason, they will be entitled to the same amount of time for meal and coffee breaks as on their regularly scheduled shifts.

F. Failure to Respond

1. Any employee who refuses to work overtime (1) beyond the first right of refusal, (2) during a declared emergency or (3) during snow removal procedures shall be disciplined for Neglect of Duty with such refusal noted in the employee's personnel file.

**ARTICLE IX SENIORITY/JOB POSTING:**

A. Seniority is defined as an employee's total length of service with the Employer, commencing with his permanent date of appointment.

B. In the event of dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name. If permanent employee status is not affected, seniority shall be computed from the hiring date.

C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment, classification and pay rate. Such records shall be available to the Representative upon request.

D. Where openings in non-entry level positions occur, the openings will be posted on the bulletin boards, together with the basic job duties, shifts and wage rates of such jobs. Copies of all postings shall be forwarded to the Union.

Notices shall remain posted for six (6) working days before filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing. If, in management's sole discretion, a job needs to be filled and the six (6) day posting requirement inhibits timely filling of the position, the posting requirement shall be waived. The employee representative will be notified of this decision.

**ARTICLE X BENEFITS:**

A. Health Benefits: Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1. All employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

	<u>Doctor's</u> <u>visits</u>	<u>Prescription</u> <u>Generic</u>	<u>Brand</u> <u>Preferred</u>	<u>Brand</u> <u>Non-Pref.</u>
05/01/08:	\$20.00	\$0.00	\$25.00	\$40.00
01/01/09:	\$20.00	\$0.00	\$30.00	\$45.00

Additionally, visits to the emergency room will have the following co-pays:

05/01/08-12/31/10: \$50.00

Effective 5/1/08, the County shall furnish annual dependent gynecological exams.

The annual deductible for using out-of-network providers shall be \$400 for single coverage and \$600 for family coverage.

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.). Effective 5/1/08, 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.

A copy of this plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's Federal income tax), is in school as a full-time student, until the end of the month in which they reach the age 23. Employees must submit a copy of their Federal 1040 tax form and information from the school that demonstrates that the child is still a dependent and still in school.

2. During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A(1) paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein. However, whenever the Employer determines that it may be in its interest to change the health care provider or administrator, the County shall give the union at least 30 days advance notice, along with a copy of the proposed contract. In the event that a change in the health care provider or administrator results in a change in panel providers, all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new health care providers.

3. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return, provided completed enrollment forms are returned to the Benefits Office within the required timeframe.

4. Effective May 1, 2008, 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 event wherein other, available coverage is lost shall be automatically reenrolled in the County's plan.

5. 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).

B. Dental:

1. The Employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.

Effective May 1, 2008, 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)

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

2. The family program of dental care shall include orthodontics for children only and prosthodontics. Employee's eligibility shall be determined in accordance with Paragraph A. (Health Benefits)

a. Effective May 1, 2008, the maximum payable by the carrier for services other than orthodontic benefits shall be two thousand dollars (\$2,000) per eligible patient in any calendar year.

b. Effective May 1, 2008, Orthodontic benefits for new cases are subject to a two thousand dollar (\$2,000) maximum per lifetime, which is separate from the maximum mentioned above.

C. Eye Med Vision Care: Employees shall be offered participation in the Eye Med Vision Care plan.

D. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) coverage shall be paid by the employee through the payroll deduction plan.

E. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this Plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

F. IRS Plans

The County will continue to provide the opportunity for employees to set aside a portion of their pre-tax salary into an IRS Section 125 account to be utilized for unreimbursed medical and dependant care expenses.

G. Employee Assistance Program (EAP)

The County shall guarantee a traditional EAP (at no cost or co-pay) for employees 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.

## **ARTICLE XI ANNUAL VACATION:**

Full-time employees in the County service shall be entitled to the following annual vacation with pay subject to scheduling approval by the Department Head.

A. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (½) working



day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years	12 days
after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days

Years worked as a provisional full-time employee prior to January 1, 1989 shall not be included within the computation of years of service as set forth in this paragraph.

C. Additional days based upon years of service are credited on January 1 in the calendar year of the employee's anniversary.

D. When in any calendar year the vacation, or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

E. All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro-rated basis. The amount of time earned shall be pro-rated to calculate time owed to the County should an employee leave the County service for any reason. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more vacation has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

F. Any employee who is laid off, due to a reduction in force, discharge, retired or separated from the service of the Employer for any reason prior to taking his vacation, shall be compensated in money for any earned unused vacation time.

**ARTICLE XII PERSONAL LEAVE:**

A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

B. An employee shall give no less than twenty-four (24) hours advance notice of his intent to take a personal leave day. Such intent shall not be denied unless that leave would substantially interfere with the proper functioning of the Department.

C. Personal days may be used in cases of an emergency with less than 24 hours notification; however, such denial shall not be grievable. "Emergency" is defined as an event which could not be anticipated and over which an employee has no control.

D. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time.

E. Deductions for overdrawn personal leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

### **ARTICLE XIII SICK LEAVE:**

Full-time employees in the County service shall be entitled to sick leave with pay in accordance with the following schedule:

A. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (1/2) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

C. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at one and one-quarter (1-1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn sick leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

D. An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

E. Paid sick days shall not accrue during a leave of absence without pay.

F. Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:

1. Up to ten (10) working days of emergency attendance upon a member of his immediate family with a serious health condition and requiring the presence of such employee.

a. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household. For good cause the definition of immediate family may be expanded upon by the approval of the Department Head or designee.

b. Serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

i. Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility;

ii. Any period of incapacity requiring absence from work, school, or other regular daily activities, for more than three calendar days, that also involves continuing treatment by a health care provider; or

iii. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

iv. Employee must produce proof of illness upon first day of return to work.

c. Up to five (5) working days may be requested for a death in the immediate family. Upon request and approval of the Department Head, this definition may be expanded.

G. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed, 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).

H. If it is reasonably suspected that the employee is abusing the sick leave privilege, the Department Head may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.

I. An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave as set forth above shall notify his immediate supervisor, by telephone or personal message, prior to the normal starting time, or he shall suffer loss of pay.

J. Sick days may accumulate.

K. Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Department Head who may approve such request based upon merit.

L. An employee shall not be reimbursed for accumulated sick leave when leaving the County service except for retirement, as provided for in Article XVII.

#### **ARTICLE XIV FAMILY MEDICAL LEAVE:**

A. Family Leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. and N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

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.

B. An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Plan.

C. The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on an approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

#### **ARTICLE XV SPECIAL LEAVE OF ABSENCE:**

A permanent full-time employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study that will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority and the Board be granted special leave of absence without pay for a period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why in his opinion the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on an approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

Deductions for overdrawn personal, sick or vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

**ARTICLE XVI MILITARY LEAVE:**

The existing statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

**ARTICLE XVII JURY DUTY:**

If an employee is called to serve on a jury, the time will not be deducted from his vacation time if his jury check is turned over to the County Treasurer's Office for the number of days absent from his employ. This time must be reported on the daily report forms.

For employees who serve on jury duty on Lincoln's birthday, department heads shall schedule an alternative day off. The Department must schedule said day within 60 days and notify the employee with no less than 48 hours notice.

**ARTICLE XVIII RETIREMENT:**

A. Each employee who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

1. The amount of the supplemental compensation payment shall be computed at the rate of one half (1/2) of 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 employment prior to the effective date of his retirement. Lump sum supplemental compensation payment shall be made in compliance with N.J.S.A. 11A:6-19.

2. Payment shall be made in January next following the date of retirement provided the employee has given his Department Head written notice of retirement at least six (6) months prior to date thereof. Failure to give such notice shall result in a delay of payment to the second January next following the day of retirement. In emergent or unusual circumstances, such notice may be waived.

B. Effective January 1, 1993 all employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be covered by a comprehensive, County self-funded, medical plan subject to the provisions of Article IX, Benefits paragraph A (1). Prior to being eligible for the benefits as listed in paragraphs B and C, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B. Any leaves of absence without pay that, collectively, are in excess of twelve months shall not count toward the twenty-five years needed for health benefits to be paid for by the county in

retirement, provided, however, that any FMLA leave, any military leave and or any workers' compensation leave shall count toward the twenty-five years.

C. The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service. 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.

D. Should an employee retire with 25 years of service to Burlington County and receive health care benefits the County upon the death of the retiree shall continue to offer the surviving spouse the opportunity to remain in the County health care plan at the prevailing cost to the retiree.

#### **ARTICLE XIX PERSONNEL FILE:**

A. All employees shall have the right to see all documents in their personnel file.

B. An employee shall be permitted to have a copy of any documents in his/her file.

C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.

D. Employees shall have the right to respond in writing to anything placed in their file.

E. Employees may request of the Department Head that records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature. A Department Head's refusal to remove said documents shall not be subject to the formal grievance procedure.

#### **ARTICLE XX WORKERS' COMPENSATION, SAFETY & HEALTH:**

A. When an employee is injured on duty, he shall notify his Department Head immediately so that a Departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability. If it is determined by the Employer that the injury is work related, the employee shall then be entitled to Workers' Compensation.

If he is on leave of absence without pay, he shall be entitled to his Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary to reflect the employee's entitlement to Workers' Compensation benefits with the balance of his salary, if any, to be paid by County payroll check.

If accumulated time is completely used up before Workers' Compensation benefits terminate, the employee shall thereafter receive only his Workers' Compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workers' Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his return to work.

The County agrees to permit employees county time to attend doctor's appointments and physical therapy, however, such appointments shall have been approved by the department head and shall be at the beginning or end of a work day or whenever practicable. The failure to permit these employees time off shall not be subject to the grievance procedure.

B. The County shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two (2) years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

C. The County and the Union shall each designate a safety committee member from each complex to include: Westampton Complex, Hainesport Complex, Institutions at Pemberton, and Non-judicial employees in the main County Complex. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the County's facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions during working hours with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

#### **ARTICLE XXI EQUAL TREATMENT:**

The County agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

**ARTICLE XXII MANAGEMENT RIGHTS:**

A. The County retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated personnel:

1. To direct all operations of the County.
2. To direct all employees of the County.
3. To hire, promote, transfer, assign and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees.
4. To maintain the efficiency of the government operations entrusted to it.
5. To determine the methods, means, and personnel by which such operations are to be conducted.
6. To determine the number and kind of job classifications, titles and positions.
7. To contract work including but not limited to professional and other specialized services.
8. To take whatever action may be necessary to comply with State and Federal Law and Regulations.

B. It is the intention of the parties hereto that all matters affecting the wages, hours, and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this Agreement, remain within the discretion of the County until the expiration of this Agreement.

**ARTICLE XXIII RIGHTS AND PRIVILEGES OF THE UNION:**

A. Designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the County. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Union and the County.

B. The union shall be granted an aggregate of two (2) paid and two (2) unpaid days leave time during each calendar year of the agreement which may be delegated to any one or more union representatives for the specific purpose of conducting union business. Use of such days shall be at the sole discretion of the union provided the union gives two (2) weeks written



notice. If less than two (2) weeks written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously appealed.

C. The Union will continue to have the right to place items on existing employee bulletin boards. Materials found posted on areas other than bulletin boards shall be removed.

D. Union stewards shall be the last to be involuntarily transferred from one work location to another or from one shift to another so long as it does not conflict with any State or Federal Rules, Regulations, or Laws.

Work location shall be defined as one building, facility or complex.

E. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the County and its offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate County official of his/her presence.

F. Upon reasonable notice and approval of the appropriate County Official the Union may hold meetings on County premises during the lunch hour.

G. The Union may distribute literature to members of the Bargaining Unit on County premises, so long as it is not disruptive of County business.

H. The use of the County mail delivery service shall be limited to those offices, which currently occupy or which may occupy in the future a County owned or leased facility.

I. Credit Union.

1. Eligibility

Effective at the signing of this contract, all members of CWA Local 1034 shall be eligible to participate in a credit union sponsored and approved by CWA Local 1034 subject to all terms and conditions established by CWA Local 1034 for such participation. Nothing herein shall be deemed to require any employee to become a participant in said credit union.

2. Amount of Deduction:

CWA Local 1034 will notify the Employer in writing as to the authorized credit union and procedure for deduction. Such deduction shall be made after written approval has been received from the employee.

3. Deduction and Transmission of Fee:

Deductions shall be made by the County within a reasonable time and in accordance with the procedures as set forth and authorized by the Credit Union, CWA Local 1034 and the employee.

4. County Held Harmless:

CWA Local 1034 hereby agrees that it will indemnify and hold Burlington County, the Burlington Board of Chosen Freeholders and Library Commission harmless from any claims, actions or proceedings brought by an employee in the negotiating unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to CWA Local 1034 or any employee for any retroactive or past due credit union deduction for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from credit union deductions.

5. Legal Requirements:

Provisions in this clause are further conditioned upon all other requirements of federal and state laws and regulations.

J. Advance notice of any decision to contract out work that bargaining unit members perform when that contracting would result in the layoff of any bargaining unit member will be given as follows: At the same time that the County sends to the N. J. Department of Personnel (NJDP) the package that NJDP requires be sent to it prior to a layoff, a copy will be given to the Union. Upon request, the County will meet with the Union to discuss ways to avoid the layoff by maximizing current employees' productivity or work quality.

**ARTICLE XXIV UNION DUES:**

A. The County agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the County, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the County at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C., 20001-2797, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA 1034 Mount Holly office.

B. The CWA agrees to indemnify and hold the County harmless against any, and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.

1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The County will immediately supply the Union a copy of any request to halt dues.

3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice prior to the effective date of such change, and shall furnish the County a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

**ARTICLE XXV AGENCY SHOP:**

A. Purposes of Fee

Beginning thirty (30) days after Agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

B. Amount of Fees

Prior to the beginning of each contract year, the Union will notify the County in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

C. Deduction and Transmission of Fee

After verification by the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

D. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes 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 employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Burlington County Board of Chosen Freeholders. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

E. County Held Harmless

The Union hereby agrees that it will indemnify and hold Burlington County and the Burlington Board of Chosen Freeholders and the Library Commission harmless from any claims, actions or proceedings brought by an employee in the negotiations unit, which arises from deductions made by the County in accordance with this provision. The County shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the County as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

F. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

G. Enrollment

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than sixty percent (60%) of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through December 31, 2008 after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

### **ARTICLE XXVI GRIEVANCE PROCEDURE:**

#### A. Definition

"Grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or
2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Department, to include minor disciplinary actions. Counseling shall not be grievable.

"Working Day" is defined as: Monday through Friday, excluding Holidays.

B. Any grievance or dispute, which arises between an employee and Employer, shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

#### C. Procedures

Within ten (10) days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence an employee with a potential grievance must orally present and discuss his/her complaint with their immediate supervisor on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

#### **INFORMAL STEP:**

Whenever practical, an employee who believes that he or she might have a grievance, shall meet with his/her supervisor or other appropriate management representative in an attempt to informally resolve the grievance.

#### **STEP 1:**

A grievance must be filed initially within fifteen (15) working days from the date or any date on which the act, which is the subject of the grievance, occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. The decision of the Department Head shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Director of Human Resources or Clerk/Administrator of the Board of Freeholders within said ten (10) working day period.

### STEP 2

Upon receipt of an adverse determination by the Department Head, the grievant or Union representative shall have a period of days ten (10) days to appeal such determination to the Director of Human Resources, Clerk/Administrator of the Board or designee who shall schedule, hear and determine the grievance within fifteen (15) working after receiving it. The Director of Human Resources, Clerk/Administrator or designee shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant, the Union representative and the Director of Human Resources or Clerk/Administrator within said fifteen (15) working day period.

### STEP 3:

Upon receipt of an adverse determination of the Director of Human Resources, Clerk/Administrator or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission.

#### D. General Rules

1. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

2. Under no circumstances shall the County have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC or Department of Personnel.

3. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.

4. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union, however, any such grievance shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.

6. Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.

7. If a grievant accepts a resolution that is not in conflict with this Agreement it shall be final and binding upon the parties.

8. A grievance settlement at Steps 1-2 shall not be precedent setting, however, they may be introduced as evidence in arbitration.

9. Unjustifiable failure to appear at a Step I hearing constitutes a waiver of an employee's right to take the grievance to the next step of the grievance procedure.

10. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance.

11. The County agrees to provide employees with at least two (2) days notice of a hearing. Charges for a minor disciplinary hearing must be submitted within six months. Charges for a major disciplinary hearing must be submitted within one year. The one-year limitation shall commence when the department head either knew or reasonably should have known of the violation.

12. After a grievance has been filed, a Department Head or Designee may only contact the shop steward or staff representative for clarification of the grievance and not the grievant. A Designee shall not be a member of the bargaining unit.

## **ARTICLE XXVII DISCIPLINE:**

### **A. General Rules:**

1. Discipline and discharge shall only be for just cause.

2. Discipline shall be progressive in nature and corrective in intent.

3. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the County.

4. Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2.

5. No discipline, which results in loss of pay, shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.

6. Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday except where a suspension is for six (6) days or more.

7. Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action.

At the time the Department Head issues an approved notice of major disciplinary action including termination, to a provisional employee with more than four (4) months of service, the Department Head shall provide the employee a review of the action, if the employee desires such a review, and said review is requested by the Union, within five (5) days of issuance of the discipline.

Such review will be conducted by the Department Head within five (5) working days of the request. The employee may choose to be represented by the Union, present witnesses or other relevant evidence related to his or her discipline.

The Union shall retain the right to proceed directly to arbitration for any major discipline or termination of a provisional employee.

Unless there is an imminent threat to health or safety, such notice of all major discipline including termination shall become effective five (5) days from issuance to the provisional employee.

**B. Absence Without Leave:**

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

**ARTICLE XXVIII NO STRIKES:**

For the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work at any of the operations of the County. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement.



**ARTICLE XXIX SAVING CLAUSE:**

In the event any Article, Section or Portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, Section or Portion thereof.

**ARTICLE XXX COMPLETE AGREEMENT:**

The County and the Union acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

**ARTICLE XXXI EFFECTIVE DATES OF AGREEMENT:**

A. Duration and Effect

This Agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through December 31, 2010. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as being retroactive all terms and provisions of this Agreement are not retroactive to January 1, 2007, and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

B. Renewal

This Agreement shall automatically renew itself on January 1, 2011 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Local and Branch Presidents and other authorized representatives, respectively, attested by their Clerk and secretaries and their seals to be hereby affixed this \_\_\_\_ day of \_\_\_\_\_, 2008.

BOARD OF CHOSEN FREEHOLDERS  
THE COUNTY OF BURLINGTON

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO

\_\_\_\_\_  
Aubrey A. Fenton  
Freeholder Director

\_\_\_\_\_  
Carl A. Katz  
President, CWA Local 1034

\_\_\_\_\_  
Augustus M. Mosca  
Clerk/Administrator

\_\_\_\_\_  
James Mulholland  
Sr. Staff Representative

NEGOTIATING COMMITTEE

\_\_\_\_\_  
Paul Pley  
Supervisor Roads

\_\_\_\_\_  
Michael Rivera-Pena  
Assistant Supervising Bridge Rep.

\_\_\_\_\_  
Keith Clemons  
Assistant Supervisor Roads

## **Side Letters**

The County will draft policy enabling the transferring of certain after-hours call duties to Security Guards within established parameters and except during snow storms on a trial basis.

The County will establish voluntary three (3) month/ quarterly rotational lists for duty supervisors on a pilot program so long as the costs aren't greater than if all unit members were included.

**EXHIBIT A: TITLES**

<u>Title:</u>	<u>Range:</u>
Assistant Supervising Bridge Repairer	21
Assistant Supervising Mechanic	21
Assistant Supervisor Roads	21
Supervising Bridge Repairer	28
Supervising Mechanic	28
Supervisor Mosquito Extermination	28
Supervisor Roads	28
Supervisor Trees	28

**EXHIBIT B: WORK CLOTHING**

Medium Blue Collar:

Assistant Supervising Bridge Repairer, Assistant Supervisor Roads, Supervising Bridge Repairer, Supervisor Mosquito Extermination, Supervisor Roads, Supervisor Trees.

Heavy Blue Collar:

Assistant Supervising Mechanic, Supervising Mechanic.