



Date Adopted

Committee

October 7, 2020

Administrative

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SALEM AND THE COMMUNICATION WORKERS OF AMERICA LOCAL 1085

WHEREAS, the County of Salem and the Communications Workers of America Local 1085 (CWA) entered into a Collective Bargaining Agreement on January 1, 2017; and

WHEREAS, the agreement ended on December 31, 2019; and

WHEREAS, authorized representatives of C.W.A. Local 1085 and Salem County over many months have conducted negotiations for a successor collective bargaining agreement; and

WHEREAS, negotiations succeeded in producing a memorandum of agreement dated September 24, 2020, subject to ratification by their respective governing body(ies) or membership; and

WHEREAS, the Freeholder Board of Salem County is desirous of entering into a Memorandum of Agreement effective retroactive to January 1, 2020 through June 30, 2021, consistent with the prior agreement as to terms and conditions of employment except as modified by the MOA; and

WHEREAS, until the complete successor agreement has been negotiated and ratified.

NOW THEREFORE, BE IT RESOLVED the Board of Chosen Freeholders of the County of Salem agrees to the terms of the MOA and continuation of the terms of the prior CBA and authorizes the Freeholder Director to sign said document.

BENJAMIN H. LAURY, Freeholder Director
Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on October 7, 2020.

STACY L. PENNINGTON
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	RESOLUTION MOVED	RESOLUTION SECOND	AYE	NAY	ABSTAIN	ABSENT
G. Ostrum, Jr.		✓	✓			
C. Hassler			✓			
L. Ware			✓			
R.S. Griscom	✓		✓			
B. Laury			✓			

Combined CWA Local 1085 and Salem County Contracts

Memorandum of Agreement

The parties have entered into this Memorandum of Agreement setting terms and conditions of employment effective January 1, 2020 through June 30, 2021. All provisions of the parties July 1, 2016 – through December 31, 2019 agreement shall continue in effect except as modified by the provisions of this Memorandum of Agreement.

Article 2.1 Non-Discrimination: The parties agree that there will be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, national origin, physical or mental disability, union membership or activity, family relationship (in accordance with the definition of “immediate family” in Section 24.2), service in the uniformed services of the United States (including liability for military service or application for membership), civil union or domestic partner status, sexual orientation, gender identification,...

Article 4.1 Adoption of Work Rules: Except in the case of subjects that are mandatorily negotiable, set forth in Section 4.2, the Employer may, at its discretion, adopt reasonable work rules for the efficient and orderly operation of its departments. The Local President will be notified via email ~~and/or fax~~ a copy of...

Article 6.2 Representation Fees: Article to be deleted

Article 6.3 Hold Harmless: Change Article number to 6.2

Article 9.1 Definition: For purposes of this Agreement, seniority is defined as an employee’s total length of continuous unbroken service with the Employer, beginning with the date of last hire, even if such was for part-time employment. Seniority will cease to accrue upon termination of employment but will accrue during a leave of absence. The provisions of seniority contained herein do not apply to temporary or seasonal employees’ workers or to the time that such employees serve as temporary or seasonal employees. It is understood that seniority shall not accrue during a disciplinary suspension. Accordingly, when an employee is suspended, his or her date of hire will be moved forward by an equal number of days for purposes of calculating seniority. If more than one employee has the same seniority, preference

shall be based upon the alphabetical order of the employee's last name higher of the last four digits of the employee's social security number.

Article 15.1 Maintenance of Working Hours: The current hours of work will be maintained. All full-time workweeks shall consist of either 35 or 40 hours, except for positions in the Emergency Services Department Sheriff's Office, Communications Division and the Correctional Facility Medical Staff which utilize 12-hour shifts. These positions will be deemed to have a 40-hour full-time workweek for purposes of calculating leave entitlements and hourly compensation. Employees in the Mosquito Control Division will be permitted to work 6 AM to 2:30 PM from May 1st to September 30th. This schedule may begin before and/or end after the specified dates as public health operational needs require.

Article 15.7 Summer and Seasonal Hours: Between May 1st and September 30th, blue-collar employees in the Roads & Bridges Division will begin their regular workdays at 6 AM and end at 2:30 PM. Employees in the Mosquito Control Division will be permitted to work 6 AM to 2:30 PM from May 1st to September 30th. This schedule may begin before and/or end after the specified dates as public health operational needs require.

Article 16.2 Pay Increases: Pay increase shall be granted as follow:

- (a) Employees will receive across-the-board increases in their base pay equal to ~~2.0-5%~~ effective January 1, 2020; 2% effective January 1, 2021.~~1.7; 2% effective January 1, 2018, and 2% effective January 1, 2019.~~
- (b) ~~In addition to the raises specified in Subsection (a) above, every employee with at least one year of service as of July 1 whose base pay does not exceed the maximum of his or her range as set for in Appendix B will receive a progression raise added to his or her base pay. The amount of each progression raise shall be 1.25% of the employee's base pay effective July 1, 2018 and 1.5% effective July 1, 2019, except that the resulting pay shall not exceed the maximum of the employee's range as set forth in Appendix B.~~
In addition to the raises specified in Subsection (a) above, every employee with at least one year of service as of July 1 whose base pay does not exceed the maximum of his or her range as set forth in Appendix B will receive an automatic progression raise added to his or her base pay effective July 1, the resulting pay shall not exceed the maximum of the employee's range as set forth in Appendix B.

The amount of the progression raises due July 1, 2020 shall continue to be 1.5% of salary. Future progression raise amounts may be adjusted through

negotiations by and between the parties for every year following the expiration of this contract. The parties shall make a good faith effort to complete negotiations over any changes to progression raises prior to contract expiration.

(c) **Article 16.2 (c):** Retroactive salary payments will be made in accordance with this Section for all unit employees currently employed as of the date this Agreement was ratified, together with all former employees who have retired on pension between January 1, 2020 and the date of ratification. Employees who have left the County employment for reasons other than retirement are not entitled to retroactive payments. ~~The starting salaries for employees hired after ratification of this Agreement shall be 5% below the 2017 minimum salary rate.~~

Article 18.7 Distribution of Overtime: Overtime work shall be divided equitably among all full-time employees within the job title in which the overtime exists. The Employer agrees to keep a rotation list of overtime worked by full-time employees based on seniority. Part-time employees...

Article 20.2 Telephone Contact: In addition, if the Employer contacts an employee by phone, or text while the employee is off duty...

Article 20.3 (b) On-call Pay for Health Department and Public Works Employees (b): Employees who are subject to on-call duty shall be issued ~~paggers and/or~~ cell phones.

Article 22.1 Scheduled Holidays: Lincoln's birthday to be removed.

Article 22.1 * Scheduled Holidays: For employees assigned to the ~~Salem County Community Bus Service~~ Transit, these holidays are the only ones that are not worked.

Article 22.4 Christmas Eve: The parties agree that all non-essential employees as designated by the County Administrator will be permitted to terminate their work duties as of 1:00 PM on Christmas Eve provided that Christmas Eve day is a scheduled workday. Any employees who are deemed essential by the County Administrator or employees employed in 24-hour operations ~~on A, B, or C shifts,~~ including but not limited...

Article 22.5 Scheduling of Holidays Off: In the case of employees at the Emergency Services Department, Transit, or Correctional Facility who are ...

Article 23.1 Full-Time Entitlements: Full-time employees shall earn vacation leave with pay as follows, the scheduling of which shall be subject to approval by the employee's department head as may be reasonable. Vacation leave hours will be based on Article 15.1

Article 23.2 Part-Time Entitlements: Part-time employees shall be entitled to pro-rated vacation leave according to their paid hours, to be accrued ~~incrementally each pay period~~ monthly.

Article 24.3 Eligibility: Part-time employees shall be entitled to pro-rated sick leave according to their paid hours, to be accrued incrementally each ~~pay period~~ month, but at no less than the rate of at least one-hour of sick leave for every thirty (30) hours of paid time.

Article 24.4 (c) Verification Requirements: where it is known that sick leave will be required for more than ~~ten~~ five days, the employee shall notify the immediate supervisor in writing where practicable ~~such leave must be requested by the employee in writing where practicable to his immediate supervisor.~~ Unless waived by the Employer...

Article 24.5 Notice: Any employee who does not expect to report to work because of personal illness or for any of the reasons set forth above shall notify his or her immediate supervisor or other management designee via a personal telephone conversation to the extent possible within one hour ~~after~~ before the beginning of work for his position, except in the twenty four-hour shift and transit operations where notice must be given a minimum of two hours before the employee's starting time, unless extenuating circumstances prevent such notification.

Article 30 Medical Plans: The Employer shall continue to provide the same or substantially the same medical insurance for full-time employees as provided through the State Health Benefits Program upon the signing of this Agreement. Dependent coverage shall be included and shall remain available until the end of the year in which a child reaches the age of 26. Both married and unmarried children qualify for this coverage.

Article 31.2 Dental Plan: All full-time employees shall be eligible to enroll in the dental program through a carrier selected by the County. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will be a total of \$1,000 in any calendar year in accordance with the descriptive program booklet provided by the carrier. The County will pay the premium for this program, which shall include Single, Parent/Child, or family coverage. It is understood that child coverage will continue until the end of the calendar year in which the child turns 23.

Article 34.1 Working Conditions: The Employer shall at all times maintain safe and healthful working conditions and provide employees with Personal Protective Equipment as needed for their specific job functions and protective tools...

Article 34.2 Health and Safety Committee: The Health & Safety Committee will be comprised of up to three members appointed by the Union, as well as other personnel with expertise from various county departments. The Committee will meet ~~at the discretion of its members~~ quarterly and will forward any advisory...

Article 36.2 Payments: For purposes of this calculation, the number of full-time hours per year shall be either 1820, 2080, or 2184, depending on whether the applicable full-time workweek is 35, 40, or 42 hours. In no case shall the payment exceed the amount of the regular payment as specified herein.

Appendix E: To be deleted. The County will agree to adjust all new hire salaries effected by Appendix E during the life of the previous 2017-2019 contract. Salary adjustments will be effective 12/31/2019.

The County will adjust the salaries of all eligible titled nursing employees in Appendix C, in accordance with Article 16.3.

All terms of this Memorandum of Agreement are subject to ratification by Salem County and all CWA covered units.

For the Union

Michael Bluff

Dated: 9/24/20

For Salem County

Steve Leary

Dated: 10/7/2020