



Communications Workers of America Local 1036

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March 1, 2018

George Kotch, Superintendent of Elections
County of Burlington
755 Eayrestown Road
Lumberton, NJ 08058

Re: Break Times for the CWA Bargaining Unit

Dear Mr. Koch,

Thank you for your time and discussion with me the other day regarding break times for the employees in the SOE, represented under the CWA collective bargaining agreement. I appreciate cooperative conversation with you on this, or any other issue, affecting our members in your office. I committed to present you with the Union's interpretation and position on break times by way of this letter.

The bargaining unit of Superintendent of Elections employees is separate and distinct from other County – CWA bargaining units. It was organized and recognized through the history of our collective bargaining agreements as a separate unit. The County is certainly a party to the bargaining agreement as funding agent and to provide other support to effective operations and labor relations in the unit.

By practice, many County policies, practices or agreements in our "Main Unit" collective bargaining agreement are extended to apply to the SOE unit. However, where there has been an existing policy or practice in the SOE office that conflicts with the Main Unit contract, or where the Main Unit contract is silent, the Union and SOE management have recognized and allowed the SOE policy or practice to prevail. In other words, if SOE does something different than the Main Unit contract, and the Union and SOE management are aware of this practice, we can allow it to continue as a SOE practice.

Break times for the SOE office is one such past practice. Dating back to at least the mid-1970's, the SOE has established 20-minute break times for employees. This practice has been recognized and implemented for the past several decades without complaint or concern from either management or the Union. It has proven operationally effective for SOE and has not posed any disruption or problems. This practice has been known by the parties,

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consistently applied without disruption, and continued during multiple collective bargaining agreements as a past practice.

All legal and labor relations definitions of "past practice" apply to the issue of SOE break times. Past practices are a long-standing, frequent practices that are accepted and known by both union and management. Past practices are considered to be part of the contract. They must exist for a reasonably long time, occur repeatedly, be clear and consistent, and are known and accepted by the parties.

It is the Union's understanding that this past practice has been established and should continue without alteration. As an established past practice, it has the same effect as a negotiated contractual provision. The Union does not seek to change this provision and has no quarrel with the SOE or County should the provision continue.

I hope this position statement and explanation serve to resolve any questions. Please do not hesitate to contact me if needed.

Sincerely,

Adam Liebtog
President