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AGREEMENT

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Between

RUTGERS UNIVERSITY

THE CUMBERLAND COUNTY MOSQUITO COMMISSION

and

NEW JERSEY CIVIL SERVICE ASSOCIATION #18

X January 1, 1983 Through December 31, 1985

THIS DOES NOT
CIRCULATE

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EXHIBIT A -- TITLES COVERED BY CONTRACT

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ARTICLE I

PREAMBLE

This Agreement entered into by the Cumberland County Mosquito Commission, hereinafter referred to as the "Employer" and the Civil Service Association, Cumberland Council #18, hereinafter referred to as "Council", has as its purpose the harmonious relations between the Employer and the Council, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishments of rates of pay, hours of work and other conditions of employment. .

ARTICLE II

RECOGNITION

The Employer recognizes the Council as the designated representative for the purpose of collective negotiations according to law for all full-time & permanent part-time employees as per Schedule "A" attached. Also, all new titles which are appropriate to this designated representation, will be included under this contract as they are established by the Employer. Excluded are Confidential Employees, Managerial Executives, and Supervisors within the meaning of the Act.

ARTICLE III

MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the Employer are retained by it.

Subject to the terms of this Agreement, it is the right of the Employer to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be

...; determine the content of work assignments; schedule the work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV

MAINTENANCE OF STANDARDS

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without negotiations with the Council; provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer of Management rights Clause of this Agreement.

Employees shall retain all civil rights under the New Jersey State and Federal law.

ARTICLE V

EXISTING LAW

All rights, privileges, prerogatives, duties and obligations of the parties contained in the New Jersey State Constitution, Title II, Civil Service, of the Revised Statutes of New Jersey, in its present or amended form, shall be continued during the life of this Agreement.

In the event any portion of this Agreement shall be in conflict with or contravene said Constitution, the Revised Statutes of any other law of the State of New Jersey or United States, that portion shall be null and void, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE VI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE VII

DUES CHECK OFF

The Employer agrees to deduct the Council monthly membership dues from the pay of those employees who individually request in writing that such deductions be made by executing an authorization assignment form acceptable to the Employer. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Council and the aggregate deductions of all employees shall be remitted after each pay period in which deductions were made to the Treasurer of the Council together with a list of names of all employees for whom the deductions were made. It is understood that such authorizations shall remain in effect for the term of this Agreement providing it does not contravene any law.

Any written designation to terminate the deduction of Council dues by an employee of said unit must be received in writing by the Employer and filing of notices of withdrawal shall be effective to halt deductions as of January 1st, next succeeding the date on which the notice of withdrawal is filed. (See Exhibit "C")
Dues deductions for any Employee shall be limited to the Association members only.

ARTICLE VIII

BULLETIN BOARD

Bulletin Boards will be made available by the Employer at various locations in the Court House and other permanent work locations for the use of the Council for the purpose of posting Council announcements and other information of a non-controversial nature. The Department Head or his representative may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

ARTICLE IX

NON-DISCRIMINATION

The Employer and the Council agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Council membership or Council activities.

ARTICLE X

NO-STRIKE PLEDGE

A. The Council covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (e.g., the concerted failure to report for duty, or willfull absence of any employee from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The Council agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenant and agreed that participation in any such activity by any employee covered under the terms of such employee or employees, subject however, to the application of the

grievance procedure contained in Article XXVI.

C. The Council will actively discourage and will take whatever PTS affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the County.

ARTICLE XI

WAGES

A. Effective January 1, 1983, each employee will receive a wage increase of 5% to his base wages to all employees whose names still appear as being currently employed on the acceptance of this agreement.

B. Effective January 1, 1984, each employee will receive a wage increase of 5.5% to his base wages.

C. Effective January 1, 1985, each employee will receive a wage increase of \$750.00. Also effective July 1, 1985, each employee will receive a base wage increase of \$500.00.

D. During the term of this contract, the employer reserves the right to exceed stated maximums above where, in their opinion, pronounced disparity exists due to internal, external or statutory situations.

E. Permanent Part-time employees shall receive a pro-rata salary increase.

ARTICLE XII

OVERTIME

Employees may be required to work in excess of the hours designated as the normal work week for their class titles. Any employee who is authorized or required to work beyond the normal work week of forty (40) hours for his class title shall be compensated by cash or compensatory time at one and one half times regular pay which will be the employees choice. Holidays shall be treated as time worked for the purpose of calculating overtime

ARTICLE XIV

PAYROLL

The employer and Council agrees that the County Payroll Department has the responsibility of issuing all payroll checks for Commission employees.

ARTICLE XIV

HOLIDAYS

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day

Christmas

In addition to the aforementioned holidays, the employer will grant a holiday when the Governor, as Chief Executive of the State of New Jersey, declares a holiday for the State Employees, providing an adequate previous notice of such intent is received by the County as to allow an orderly arrangement of County affairs of business; and further that this holiday be recognized and observed by the Federal Reserve Banking System and Educational Institutions, or when the Board of Chosen Frecholders of the County of Cumberland declares a holiday for all County employees.

Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation. Holidays which fall on a Saturday shall be

on the following Monday.

ARTICLE XV

VACATIONS

A. Effective January 1, 1983 full time employees shall be entitled to vacation with pay as follows:

For employees with less than one year of service:
One (1) working day for each month of service.

- After completion of 1 year and up to 5 years 12 days
- After completion of 5 years and up to 12 years 15 days
- After completion of 12 years and up to 20 years 20 days
- After completion of 20 years 25 days

Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Unused vacation time in excess of four (4) days must be approved for carry over by the Department Head and the Personnel Department.

ARTICLE XVI

SICK LEAVE

Sick leave with pay may be utilized by all full-time or permanent part-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

1. During the remainder of the calendar year in which an employee is first appointed, he/she will accumulate sick leave privileges as earned on the basis of $1\frac{1}{8}$ day per month of service.

2. In each full calendar year thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in

anticipation of continued employment for the full year and may be used on the basis and in accordance with established County policy. Such leave earned but not utilized shall be accumulative.

Permanent part-time employees will receive credit in proportion to the amount of time worked. Part time employees or part time provisional employees shall not be entitled to sick leave.

3. In all cases of illness, whether a short leave or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual possible reporting time, or other time as required, or necessitated by the circumstances. Failure to so notify the Department Head may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

4. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness within five (5) days after he returns to work from such illness.

5. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

ARTICLE XVII

DISABILITY LEAVE: OCCUPATIONAL INJURY

When an employee is incapacitated and unable to work because of any occupational injury or disease, as evidenced by certificate of a County designated physician or other doctor acceptable to the County, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of thirty (30) days or so much thereof as may be required, as evidenced by certificate of the County designated or accepted physician, but not longer than a period of which workmen's compensation payments are allowed.

B. PERSONAL LEAVE

1. Effective January 1, 1981 all employees covered in the contract shall be granted an annual allowance of three (3) days personal leave with pay.

2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for the day already used in the calendar year of separation.

The employee must notify his supervisor at least twenty-four (24) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement.

3. Priority in granting such request for personal leave:

(a) Emergencies

(b) Observation of religious or other days of celebration

(c) Employee personal business

4. Personal leave may be taken in conjunction with other types of paid leave.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) days per annum because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, brother, sister, mother-in-law, father-in-law and members of the family living in the same household with the employee.

D. Leave for attendance at New Jersey Civil Service Association Convention

Council delegates will be afforded leave with pay to attend the Annual Convention specified herein, namely:

"New Jersey Civil Service Association Convention"

Leave will be granted to not more than one delegate at large at any one time

who are authorized by the New Jersey Civil Service Council #18.

Written notice, from the Council of the authorization of each such delegate to utilize such leave time shall be given to the Employer at least fourteen (14) days in advance of the date of dates of such Convention.

E. Military Service

1. An employee who is a member of the National Guard or Reserve of the Military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, providing the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of this State at the time of war or emergency pursuant to or in connection with the operation of any system of Selected Service. Employees having only temporary status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

3. Any employee shall be given time off without loss of pay when:

(a) Performing Jury duty

(b) Commanded to appear as a witness and in a party before a Court, Legislative Committee, or Judicial or Quasi Judicial Body, other than in connection with the performance of his duty as employee.

(c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President for a period not to exceed two (2) weeks.

4. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other rights, privileges or benefits of employees.

ARTICLE XIX
LIFE AND HEALTH INSURANCE

FULL-TIME
PTD
EAF

The employer will make available to all employees and their dependents the new and improved health benefits offered by the Cumberland County Board of Chosen Freeholders starting October 1, 1983. The employer will continue to provide Life Insurance (employee only) as before.

When an authorized leave of absence without pay due to illness or other emergency leave is granted, health and life insurance premiums will be paid by the County for the first thirty (30) days of said leave.

Where an employee is injured on the job, health and life insurance premiums will continue to be paid by the County at its discretion for a period not to exceed one year from the date of injury providing said injury is recognized as eligible for Workmen's Compensation.

As in the past, the Basic Blue Cross-Blue Shield Basic Dental Plan plus Schedule D, \$25.00 deductible shall be provided for all full time employees and their dependents. Also the employees shall be covered under the Disability Plan offered by New Jersey to public employees.

ARTICLE XX
PRESCRIPTION DRUGS

The employer shall provide a prescription drug benefit program for all employees covered in the unit and their eligible dependents. The employer agrees to pay 100% of the premiums for this program.

Each prescription required by competent medical authority for Federal legend drugs shall be subject to a deductible provision to be paid by the employee which shall not exceed \$1.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card.

Years of service shall mean the employee's total length of time worked beginning with his original day of hire. Longevity is to be paid on the employee's anniversary date.

ARTICLE XXIII

RETIREMENT

A permanent employee who enters retirement and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as severance pay, said payment not to exceed \$6,000.00/ This payment shall be paid in a lump sum after the effective date of retirement, or at a mutually agreed time with reason between the retired employee and employer.

ARTICLE XXIV

SENIORITY

A. Seniority is defined as an employee's total length of continuous service with the employer, beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence.

B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit from the time when not employed by the Employer.

C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

1. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name, first preference, etc.

2. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in accordance with Civil Service Rules and Regulations.

ARTICLE XXV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Council.

B. Definition

The term "Grievance" means a complaint by an employee that, as to him there has been a violation of the agreement or a misinterpretation or improper application of this Agreement. Only one subject matter can be conferred in any one grievance and the article number must be specified on the Grievance Form.

Where the grievance involves an alleged violation of rights and privileges specified in Civil Service law and rules for which there is specific appeal to Civil Service, the employee shall present his complaint to Civil Service directly.

C. The Council will notify the Employer in writing, of the names of its Council Representative and Officers who are designated by the Council to represent employees under the grievance procedure. The Council Representative will be permitted the necessary time during working hours to investigate a grievance which has been put forth in writing and further, permission for such time will not be unreasonably withheld

of, stated and providing that a limit of one hour will be observed unless specifically extended by the Department Head. The Council Representative shall not interfere with the normal conduct of the work of the particular Department.

Such Council Representative shall also have the opportunity to consult with employees before the start of the work shift during lunch or regularly scheduled breaks, or after completion of the work shift. The Employer's Personnel Committee will designate appropriate places for such consultations.

The Employer and the Council agree in conjunction with the Grievance Procedure that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

D. Any grievance, dispute or complaint that might arise between the parties shall be settled as set forth in the following:

STEP 1. The aggrieved employee or the Council Representative at the request of the employee shall take up the grievance or dispute with the employee's Administrative Supervisor, in writing within five (5) working days of the occurrence or within five (5) working days, after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Supervisor shall then attempt to adjust the matter and shall respond to the employee or Council Representative within five (5) working days.

STEP 2. If the grievance has not been settled, it shall be presented in writing, by the Council Representative or employee to the Department Head within five (5) working days following the determination of Step 1. The Department Head shall meet with the Council Representative or employee and respond in writing within five (5) working days, after the receipt of the grievance.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the Council Representative or employee to the Personnel Committee of the Commission,

writing within five (5) working days after the response from the Department Head is due. The aggrieved and/or the Council Representative may request a hearing before Employer's Personnel Committee.

The Employer's Personnel Committee will render its decision within ten (10) working days.

ARTICLE XXVI

TERMINATION

This agreement shall be effective as of January 1, 1983, and shall remain in full force and effect until the 31st day of December 1985. It is agreed that initial negotiation for the year 1986 shall begin not later than ninety (90) days prior to the termination date of this Contract. This Agreement shall remain in force and effective during this period of negotiations and until the new contract is formally agreed to.

ARTICLE XXVII

QUARTER SYSTEM

Effective January 1, 1983, all future salary raises will be awarded to employees covered by the contract by the following quarter system:

Employees employed January 1, to March 31, will receive
100% of the agreed raise.

Employees employed April 1, to June 30, will receive
75% of the agreed raise.

Employees employed July 1, to September 30, will receive
50% of the agreed raise.

Employees employed October 1, to December 31, will receive
25% of the agreed raise.

ARTICLE XXVIII

STEWARDS

It is agreed that there shall be one Steward representing the employees.

Stewards in administering the collective bargaining agreement shall conduct their business where ever possible on non-working time and when it is necessary to do it on working time, interference with work shall be kept to an absolute minimum.

Stewards shall notify and get approval from their supervisor prior to leaving their work and such approval shall not be inreasonably withheld.

ARTICLE XXIX

Attached hereto as Exhibit "B" and made part of this Contract as though it were included herein is the Grievance Procedure Forms to accomplish the objective outlined in Article XXVI.

IN WITNESS WHEREOF, The Mosquito Commission, by and through its Board of Commissioners and the New Jersey Civil Service Association, Cumberland Council #18 has caused this Agreement to be signed by their duly authorized representatives as of this _____ day of _____ 1983.

For the Cumberland County
Mosquito Commission

For the New Jersey
Civil Service Association
Cumberland Council #18

Frank Lo Biondo
Patrick T. [unclear]
Harry R. [unclear]
James J. [unclear]

Ernest D. [unclear] Council #18
George F. [unclear]
John H. [unclear]

SCHEDULE A

APPENDIX TO CONTRACT

Principal Clerk (typing)

Heavy Equipment Operator

~~Heavy Equipment Operator, Foreman~~ ^{PTS} *Edelma*

Inspector

Heavy Equipment Operator (Crane)

Assistant Foreman

Name (Last, First, Middle Initial) _____ Title _____
Division, Institution or Agency _____

Subject of Grievance: NON-CONTRACTUAL CONTRACTUAL
 If grievance is contractual, state article and paragraph of contract which you claim has been violated:

Statement of Grievance: (Attach additional sheets if necessary)

NAME OF EMPLOYEE
DATE OF GRIEVANCE
PLACE OF EMPLOYMENT

GRIEVANCE THE FOLLOWING SHOULD BE DONE:

Represent myself (or) my representative will be: _____
Employee Organization (If Any) _____

Name of Employee _____ Date _____

Immediate Supervisor: _____
(Immediate Supervisor) (Date of Hearing) (Date Decision Rendered)

Request settlement of my grievance. _____
Name of Employee _____ Date _____

Final Decision and Step 2 Hearing	Date of Appeal	Appeal Received By (For Supervision)	Date Received
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Request representation for step 2 hearing: _____
Employee Organization (If Any) _____

Intermediate Supervisor: _____
(Immediate Supervisor) (Date of Hearing) (Date Decision Rendered)

Request settlement of my grievance. _____

NEW JERSEY GRIEVANCE PROCEDURE FORM (Continued From Other Side)

APPEAL DECISION AND NEXT STEP 3 HEARING	DATE OF APPEAL	APPEAL RECEIVED BY (FOR MANAGEMENT)	DATE RECEIVED
--	----------------	-------------------------------------	---------------

EMPLOYEE'S REPRESENTATION FOR STEP 3 HEARING

_____ Title _____	Employee Organization (If Any) _____
_____ Title _____	Employee Organization (If Any) _____
_____ Title _____	Employee Organization (If Any) _____

MANAGEMENT DECISION:

_____ (Management Representative) _____ (Date of Hearing) _____ (Date Decision Rendered)

I acknowledge settlement of my grievance.

SIGNATURE OF EMPLOYEE _____ DATE _____

APPEAL DECISION AND NEXT STEP 4 HEARING	DATE OF APPEAL	APPEAL RECEIVED BY (FOR MANAGEMENT)	DATE RECEIVED
--	----------------	-------------------------------------	---------------

EMPLOYEE'S REPRESENTATION FOR STEP 4 HEARING

NAME	ADDRESS	TITLE	EMP. ORG. (IF ANY)

MANAGEMENT DECISION:

_____ (Management Representative) _____ (Date of Hearing) _____ (Date Decision Rendered)

- ONLY
OX
GN
- I acknowledge settlement of my grievance.
 - I request that my non-contractual grievance be reviewed by the Division of Personnel Management and Employee Development, Department of Civil Service. See Subpart 23-2.102d(1).
 - Employee Organization requests that contractual grievance pertaining to Article of the State Constitution be reviewed by the State Grievance Board. See Subpart 23-2.102d(2).

Under P.L. 1967, Chapter 310, I hereby

authorize.....
to make bi-weekly deductions from my salary in the amount of
\$. (or for such other amounts as may be authorized by
amendment to the dues schedule of the organization) for dues payable to
NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND
COUNCIL NO. 18, P.O. Box 384, Vineland, N. J. 08360. I understand
that this authorization shall remain in effect unless cancelled by me in
writing and that such cancellation shall become effective on the pay period
following the next January 1.

.....
Signature

.....
Date