

AGREEMENT
BETWEEN
PASSAIC COUNTY SUPERINTENDENT OF ELECTIONS,
A PUBLIC EMPLOYER

AND THE
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1032

2004 - 2008

PREAMBLE

THIS AGREEMENT, dated June 22, 2004 ^{THU} between the Passaic County Superintendent of Elections, hereinafter referred to as the "Employer", and the Communications Workers of America (AFL-CIO), hereinafter referred to as the "Union".

It is the intentions of this agreement to provide, ~~where not otherwise mandated by statute or ordinance~~, for alary structure, fringe benefits, and employment conditions of employees covered by this agreement, ~~to prevent interruptions of work and interference with the efficient operations of the Office of the Passaic County Superintendent of Elections, and to~~ provide an orderly and prompt method of handling and processing grievances.

The parties recognize that ~~this agreement is not intended to modify any part of the discretionary authority vested in the Passaic County Superintendent of Elections by the statutes of the State of New Jersey.~~

This agreement has for its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties, and to avoid interruption or interference with the efficient operation of the Employer, which operation is essential to the well being of the citizens of the County of Passaic.

1. RECOGNITION

1.1 The Employer hereby recognizes the Communications Workers of America as the exclusive and sole representative for the purpose of collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees of the Passaic County Superintendent of Elections listed below:

UNIT: Included: All regularly employed blue and white color employees employed by Passaic County Superintendent of Elections including the following : administrative clerk, assistant administrative clerk, administrative secretary, chief investigator, election clerk, investigator, principal clerk, senior principal clerk, senior clerk, senior investigator, part-time clerk, and voting machine technician.

Excluded: Managerial executives, and supervisors within the meaning of the Act; craft, professional, police, casual employees, and all other employees employed by the Passaic County Superintendent of Elections.

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2. MANAGEMENT RIGHTS

2.1 The Employer retains the rights, in accordance with applicable laws and procedures to: (a) direct employees, (b) hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take disciplinary action against employees with just cause, (c) relieve employees from duties because of lack of work or for other legitimate reasons, (d) maintain the efficiency of the government operations entrusted to them, (e) determine the methods, means and personnel by which such operations are to be conducted and (f) take whatever action as may be necessary to carry out the mission of the agency in situations of emergency, (g) take disciplinary action when an employee fails to comply with reasonable Management requests.

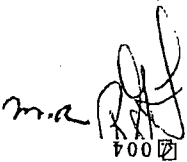
2.2 The Employer right to make reasonable rules and regulations governing the work of represented employees shall not be limited except that any such rules and regulations shall be deemed to be modified to the extent necessary, consistent with any applicable provision of this Agreement.

3. DUES CHECK OFF

3.1 The employer agrees to deduct Union monthly membership dues from the pay of those employees who have authorized such deductions in writing pursuant to N.J.S.A. 52:15-15.SE. The amounts so deducted shall be forwarded to the Union with a list of all names of the employees for whom the deductions are made, by the 10th day of the succeeding month after which such deductions are made, to the following address:

Treasurer
CWA Local 1032
67 Scotch Road
Ewing, New Jersey 08628

3.2 Dues deductions for any employee in the bargaining unit shall be limited to the Communications Workers of America, the majority representative, and the employee shall be eligible to withdraw such authorization only as of July 1st of each year, provided such notice has been timely filed. The Employer further agrees to institute an agency fee deduction from the pay of each represented employee who does not join the union within thirty (30) days of his/her initial employment within the unit. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees and assessments as certified by the Union to the Employer.


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4. WORKWEEK

4.1 The work week shall consist of five (5) consecutive days, Monday through Friday inclusive. Any exceptions to the work schedules as outlined above may be made by the Employer and the Union by mutual agreement.

4.2 The normal work shifts for all employees covered by this agreement shall be seven (7) hours per day with a one (1) hour lunch period.

4.3 Each employee shall receive two (2) fifteen (15) minute rest breaks.

4A. SUMMER HOURS OF WORK

A summer schedule shall be in effect during the first week after the primary and end on Labor Day. The summer hours in effect shall be from 8:00am – 3:30pm, with a half hour lunch period and two (2) fifteen (15) minute rest breaks.

5. COMPENSATION

5.1 The steps between the current salary schedule shall be increased by an additional 2%, as per the attached Appendix A, B, C, and D. In addition, all employees' base salaries shall be adjusted to the next higher step within the new guide.

5.2 Effective and retroactive January 1, 2004, all represented employees shall receive an annual increment in each of the contract years. The date of the increment shall be determined by his/her anniversary date. If an employee's date of hire falls between January 1 and June 30, then that employee shall receive the increment effective January 1. Those employees, whose date of hire falls between July 1 and December 31, shall receive their increment effective July 1.

5.3 Effective and retroactive January 1, 2004 all represented employees shall have his/her base salary increased by four (4%) as per Appendix A, B, C, and D.

5.4 Effective January 1, 2005 and 2006 all represented employees shall have their base salary increased by four (4%) percent as per Appendix A, B, C, and D.

5.5 Effective January 1, 2007 and 2008, all employees shall have their base salary increased by four and a half (4.5%) percent, as per Appendix A, B, C, and D.

5.6 Any employee who has reached the maximum increment in the salary guide within any of the contract years shall receive a bonus of \$1,200 effective the first January following his/her reaching the final step. This bonus shall be incorporated into the base salary.



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6. OVERTIME

6.1 Time and one-half the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed by full-time employees under any of the following conditions:

- a. All work performed in excess of 35 hours weekly.
- b. All work performed on Saturdays.

6.2 Double time the employee's regular hourly rate shall be paid for all authorized overtime work performed under the following conditions:

- a. All work performed on Sunday.
- b. All consecutive hours of work performed in excess of fourteen (14) hours on all full day elections.
- c. All work performed on a holiday, plus the regular day's pay.

6.3 Overtime opportunities shall be distributed as equally as possible according to seniority among employees within the office who regularly perform such work. It is understood that nothing in this clause shall require payment for overtime hours not worked.

7. CALL-IN TIME

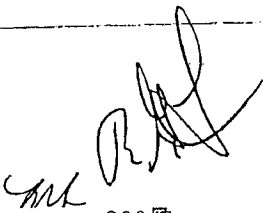
7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate.

7.2 Mandatory overtime being part of the departments operations, shall subject employees to work mandatory when called upon, except unless an emergency occurs.

8. MEDICAL AND RETIREMENT BENEFITS

8.1 The employer shall provide to all employees the County provided medical plan. The current plan is Horizon Blue Cross Blue Shield.

8.2 The employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of the eligible employee at the rate of fifty (50%) percent of his/her accumulated unused sick time to a maximum of twelve thousand (\$12,000) dollars. In the event of an employee's death prior to retirement, the employee's estate shall receive the entitled amount.



9. VACATION

9.1 Vacation with pay shall be granted to employees who have completed the probationary period as follows:

1 -5 years	12 working days per year
6 -10 years	15 working days per year
11 -15 years	18 working days per year
16 -20 years	20 working days per year
21 years and over	22 working days per year

9.2 Employee's with less than one (1) year of employment shall accrue vacation pay at the rate of one (1) day per month for each complete month of employment providing that the employee has completed the probationary period. Unused earned vacation time shall be carried over from year to year as per county policy.

10. LONGEVITY

Longevity pay shall be determined by length of employment as follows:

- 2% of base pay after 7 years of credited service
- 4% of base pay after 10 years of credited service
- 6% of base pay after 15 years of credited service
- 8% of base pay after 20 years of credited service
- 10% of base pay after 25 years of credited service

11. SICK LEAVE

11.1 Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month. The fifteen (15) sick days shall be credited on January of each year for those on the payroll for more than twelve (12) months. All those employed for less than twelve (12) months will accrue 1 ¼ days per month.

12. PERSONAL LEAVE

12.1 Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay provided that the Department is notified of such leave request three (3) days in advance thereof, except in emergency situations. Such personal leave shall not be cumulative from year to year. The Employer shall not unreasonably deny a request to take all three (3) personal days at the beginning of the year.



13. HOLIDAYS

13.1 The following 16 days are recognized paid holidays:

New Year's Eve (1/2 Day)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day and Day after
Good Friday	Christmas Eve 1/2 Day
Memorial Day	Christmas Day
Independence Day	

13.2 Holidays which fall during an employee's approved vacation or paid sick leave, that employee shall be granted the holiday with pay at a time mutually agreed to between the employee and employer.

14. LEAVES

14.1 Workers Compensation

An employee who suffers a work related illness or injury arising out of and in the course of his employment, and is unable to perform his/her duties shall be paid for the period of absence from work in accordance with Statutes of the State of New Jersey.

14.2 Maternity Leave

Maternity leave will be in accordance with the Family Leave Act.

14.3 Jury Leave

Employees required to serve on Jury Duty shall immediately present the employer the notice of service. The employee shall receive his/her regular salary during the period of excused absence.


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14.4 Death Leave

Every employee covered by this Agreement shall be allowed three (3) days per year death leave for use in the event of death in the immediate family of the employee.

The immediate family, for the purpose of this section, is defined as the employee's spouse, children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, or domestic partner.

Every employee shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

Death leave shall not be cumulative from year to year.

The death leave will be extended to cover more than one family member during a twelve month period as the need arises.

14.5 Leave Without Pay

Leave without pay may be granted employees, upon request, for personal reasons. No benefits will be afforded to employees during the no pay status period. Benefits days, insurance and seniority will be issued in accordance with established past practice. Approval shall not be unreasonably held. Seniority shall not continue to accrue while on such leave.



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15. GRIEVANCE PROCEDURE

15.1. DEFINITION - A grievance is defined as a complaint or dispute by an employee with the County or any agent of the County with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement.

15.2 STEP 1 - In the event that any grievance should arise between an employee and his superior or superiors, the individual involved and a steward shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

15.3 STEP 2 - If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days; the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Superintendent who shall forward copies of his response both to the Union and the Shop Steward.

15.4 STEP 3 - In the event a grievance shall not have been settled as a result of the above procedures, the Union may have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 3 decision has been given the grievant. A written request for arbitration shall be sent to the Public Employee Relations Commission and the Superintendent or his designee.

15.5 The arbitration award shall be final and all parties shall abide by the same and it shall be enforceable under the laws of New Jersey.

15.6 The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this Article. In the performance of his duties he shall be bound by and comply with the provisions of this Agreement. He shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The arbitrator's decision shall be final and binding and in writing and shall set forth its opinions and conclusions on the issues submitted. Cost of arbitration shall be borne equally by the parties.

15.7 Any and all provisions of this agreement pertaining to grievances and arbitration shall be subject to the grievance procedures established herein.



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16. MISCELLANEOUS PROVISIONS

16.1 Pursuant to N.J.S.A. neither the Union nor the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lockout or any other intentional interruption of work.

16.2 In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

16.3 Non-Discrimination

The parties shall not discriminate against any employee or applicant for employment or membership in the Union or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age, marital status or political affiliation. No employee shall be discriminated against or interfered with because of protected Union activities.

16.4 Bulletin Boards

Subject to prior approval of the Superintendent or his designee which approval shall not be unreasonably withheld, the Employer shall permit the Union's appropriate use of bulletin boards, customarily dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Union agrees that at no time will such space be used for posting any materials which are unethical, unprofessional or violative of law.

16.5 Union Business Leave

Employees of this unit who are members of the Negotiating Committee, not to exceed three (3) in number, shall be granted time off duty at full pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of an agreement when such meetings take place during the regular working hours of said employees.

If the Union duly authorizes a member to represent them during the formal hearing of grievances, and if such hearing of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

16.6 Uniforms

As of January 1, 2005 uniforms shall be provided to all warehouse employees. These uniforms shall be replaced on a wear and tear basis.



Handwritten signature and initials, possibly 'MAF' and 'RJA', with a small box containing the number '110' below them.

17. SUSPENSION AND DISCIPLINARY ACTION

17.1 Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance by the employee through regular procedures as established in this Agreement.

17.2 If the Employer has just cause or reason to reprimand an employee, it shall be done in a manner that will not demean the employee before other employees, or the public.

17.3 Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regards to the matter, he may be accompanied by a representative of the Union who shall be permitted to represent him at any such hearing.

17.4 If, during the course of a discussion between an employee and a representative of the Employer, a matter should arise which would lead to a question of discipline, suspension, or discharge, the employee may, at that time, request a Union representative be present.

17.5 No employee shall receive a "Final Disciplinary Notice" until the employee has been offered the opportunity for a departmental hearing.

18. PAST PRACTICE

18.1 If the employer makes a significant change in the operational methods which has an impact on the hours of work, work schedules, or compensation levels of employees, the employer shall negotiate the impact of those changes on the employees with the Union. If the Employer and the Union cannot mutually agree on a remedy to the impact, the Employer may implement the changes on thirty (30) days notice to the Union and the Union may seek its remedy through the grievance procedure of this agreement.

19. EDUCATIONAL BENEFITS

19.1 It is agreed that the granting of financial assistance to permanent employees at the Superintendent of Elections is desirable and a contributory factor to improve and increase services. Accordingly, any member of the Union will be entitled to financial assistance for job related and approved degree requirements, on special courses taken either at an under graduate level or taken at an accredited school which directly relate to the job function being performed. Requests must be submitted by the individual taking the course for permission prior to his/her registering for courses. The Superintendent will recommend to the Passaic County Administrator, or his designee, each individual request for financial assistance and such request will be approved or disapproved and the decision will be final. If the course is approved, it is with the understanding that the County will reimburse the individual for a maximum of three college credits taken in any one semester or up to but not exceeding \$50.00 per credit. Reimbursement will be made upon submission of transcript grades of the courses as follows:

Passing - full amount as agreed

Failing/Incomplete/other - no reimbursement



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20. PART TIME EMPLOYEES

20.1 Part Time employees who work a minimum of twenty (20) hours per week shall be eligible for single medical coverage. Regularly scheduled part-time employees, shall be credited with pro-rated sick leave, longevity, bereavement, personal leave, vacation time, holidays. These benefits for regularly scheduled part-time employees shall be computed by dividing the average number of hours worked per week by 40 and this fraction multiplied times the benefit amount or sum to obtain the employee's benefit entitlement.

20.2 If and when the work load increases to the degree which necessitates hiring temporary employees, the employer shall hire personnel at the rate of \$9.00 an hour. Any temporary employee hired will not work more than 120 consecutive days. If any temporary employee is allowed to exceed the 120 days, than that person shall become a full time employee with all the benefits allotted to full time personnel.

21. HEALTH & SAFETY

21.1 The Employer agrees to provide safe and adequate working areas and equipment. Employees shall not be required to work under conditions which are unsafe or unhealthful. Employee or Union complaints of unsafe or unhealthful conditions shall be reported to the Superintendent or designee and shall be promptly investigated.

22. SENIORITY

22.1 Seniority is defined as an employee's total continuous length of service with the employer beginning with his/her initial date of hire as a full time employee.

22.2 The employer shall maintain an accurate up to date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.

22.3 The employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

22.4 Employees who have held other positions throughout the County of Passaic who become part of the Superintendent of Elections shall have the accumulated county service bridged for the purposes of calculating overall seniority.

22.5 Nothing in this Article shall be construed to modify, limit or abridge any of the discretionary authority vested in the Superintendent of Elections by Title XIX.

23. MILITARY DUTY

23.1 All employees covered under this agreement that are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority.



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24. SEPARABILITY AND SAVINGS

24.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

24.2 Upon request of either party the parties agree to meet immediately and renegotiate any provision so affected.

25. JOB TITLES

25.1 The Employer shall provide the Union with a job description for all covered positions in the bargaining unit.



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**SUPERINTENDENT OF ELECTIONS
SALARY GUIDE
2004 - 2008
APPENDIX A**

LEVEL B

YEAR	2004	2005	2006	2007	2008
STEPS					
1	23493	24432	25410	26553	27748
2	24550	25532	26553	27748	28997
3	25655	26681	27748	28997	30301
4	26809	27881	28997	30301	31665
5	28016	29136	30302	31665	33090
6	29276	30447	31665	33090	34579
7	30594	31817	33090	34579	36135
8	31971	33249	34579	36136	37761
9	33409	34745	36135	37761	39460

**SUPERINTENDENT OF ELECTIONS
SALARY GUIDE
2004 - 2008
APPENDIX B**

LEVEL C

YEAR	2004	2005	2006	2007	2008
STEPS					
1	29482	30661	31888	33323	34822
2	30809	32041	33323	34823	36390
3	32195	33483	34822	36389	38027
4	33644	34990	36389	38027	39738
5	35158	36565	38027	39738	41527
6	36740	38210	39738	41526	43395
7	38393	39928	41525	43394	45347
8	40121	41726	43395	45348	47388
9	41927	43604	45348	47388	49521

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**SUPERINTENDENT OF ELECTIONS
SALARY GUIDE
2004 - 2008
APPENDIX C**

LEVEL D

YEAR	2004	2005	2006	2007	2008
STEPS					
1	36999	38479	40018	41819	43701
2	38664	40211	41819	43701	45667
3	40404	42020	43701	45668	47723
4	42222	43911	45667	47722	49870
5	44122	45887	47722	49870	52114
6	46107	47952	49870	52114	54459
7	48182	50109	52114	54459	56910
8	50351	52365	54459	56910	59471
9	52617	54721	56910	59471	62147



**SUPERINTENDENT OF ELECTIONS
SALARY GUIDE
2004 - 2008
APPENDIX D**

LEVEL E

YEAR	2004	2005	2006	2007	2008
STEPS					
1	46432	48289	50221	52481	54842
2	48521	50462	52480	54842	57310
3	50705	52733	54842	57310	59889
4	52987	55106	57310	59889	62584
5	55371	57585	59889	62584	65400
6	57862	60177	62584	65400	68343
7	60466	62885	65400	68343	71419
8	63187	65715	68343	71419	74633
9	66031	68672	71419	74633	77991

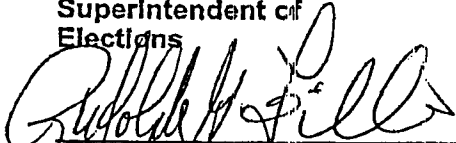
23. TERM OF AGREEMENT

This agreement shall be effective as of the first day of June 22, 2004 and shall remain in full force and effect until the December 31, 2005

It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify this agreement.

Such notice shall be given no later than ninety (90) days before the expiration date of this agreement.

For the Passaic County
Superintendent of
Elections



Rudolph Filko, Superintendent

For the Communications Workers of
America, AFL-CIO, Local 1032

