

# 1995 - 1998 AGREEMENT

Between

Burlington County  
SUPERINTENDENT OF ELECTIONS



and

Communication Workers of America



Local 1021



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Superintendent of Elections  
and  
CWA/AFL-CIO Local 1021

Agreement by and between The Superintendent of Elections (referred to as the "Employer") and the Communication Workers of America/AFL-CIO Local 1021 referred to as "Employee Representative" or "Employee Organization" or "The Union." The Union acknowledges the Board of Chosen Freeholders as the funding agent of this agreement.

**ARTICLE I PREAMBLE**

This agreement has as its purpose the promotion of harmonious relations between the Employer and the Employee Organization, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

**ARTICLE II RECOGNITION**

The Employer recognizes the CWA as the sole representative of all full-time employees in the following titles:

Deputy Registrar  
Senior Registrar  
Custodian, Voting Machine

**ARTICLE III PROBATIONARY PERIOD**

New employees shall serve a three (3) month probationary period. The Employer has the right to remove said employees during such probationary period, provided said period has not been satisfactory in accordance with the standards established by the Employer. Dismissal during this period shall not be subject to the grievance procedure.

It is understood that the three (3) month probationary period shall also apply to those employees who have been in the service but have been promoted to a higher title. It is understood that employees shall have the right to return to their

previous title should their probationary period in the higher title prove unsatisfactory to the Employer.

#### **ARTICLE IV PROMOTIONS**

A. Other than Deputy Registrar, all other position openings within the bargaining unit shall be posted with appropriate salary ranges for at least five (5) days before said positions are to be filled.

B. All employees shall be considered on the basis of merit. If two (2) employees are equally qualified, as determined by the Employer, the most senior shall be selected. The Employer will endeavor to promote from within. The determination of equally qualified shall not be grievable.

C. Any employee promoted from one (1) class or title to a class or title with a higher salary range, shall receive a seven hundred and fifty dollar (\$750) salary adjustment added to their base pay or to the minimum salary for said title, whichever is greater.

D. Any employee who performs work in a higher paid classification than his own for more than two (2) consecutive weeks shall be entitled to the adjustment in pay provided for in Paragraph C of this article.

#### **ARTICLE V SENIORITY**

Seniority is defined as net service with the Employer and will be the controlling factor with respect to vacation schedules.

An employee who is re-engaged after having previously completed five (5) or more years of continuous service to the Superintendent of Elections from August 8, 1984 shall have all prior service credited to them upon completion of two (2) years of newly credited service.

#### **ARTICLE VI NON-DISCRIMINATION**

The Employer and the Union agree 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, Association

membership, Association 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 VII PART-TIME EMPLOYEES**

Part-time employees shall work no more than forty-eight (48) hours in any given payroll period. These employees shall not be entitled to any benefits afforded to full-time employees.

**ARTICLE VIII JOB CLASSIFICATION**

Management reserves the right to create new job titles in this unit. However, before said job titles are created, notice will be given to the CWA and an opportunity to discuss said titles will be afforded to the CWA.

**ARTICLE IX SALARIES**

To be retroactively 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. Employees who have left the employ of the Superintendent of Elections shall not receive said increase.

**A. Salary Adjustments/1995**

1). Effective January 1, 1995 minimum and maximum salaries shall be as follows:

Deputy Registrar.....	\$15,250 - \$23,611
Senior Registrar.....	\$18,221 - \$27,459
Custodian.....	\$27,700 - \$37,904

2). Effective January 1, 1995 all employees who were hired on or before September 30, 1994 and have maintained continuous full time employment through January 1, 1995 shall receive a base pay salary increase as outlined in Attachment A.

Continuous full time employment shall be defined for this and all years of the agreement thereafter as eight (8) months of service in a calendar year.

B. Salary Adjustment/1996

1). Effective January 1, 1996 minimum and maximum salaries shall be as listed below:

Deputy Registrar.....	\$15,250 - \$24,555
Senior Registrar.....	\$18,950 - \$28,557
Custodian Voting Machine.....	\$28,808 - \$39,420

2). Effective January 1, 1996 all employees who were hired on or before September 30, 1995 and have maintained continuous full-time employment through January 1, 1996 shall receive a base pay salary increase of 4% or to the newly created minimum for their title, whichever is greater.

C. Salary Adjustment/1997

1). Effective January 1, 1997 the minimum and maximum salaries shall be as listed below:

Deputy Registrar.....	\$15,860 - \$25,537
Senior Registrar.....	\$19,708 - \$29,699
Custodian Voting Machine.....	\$29,960 - \$40,996

2). Effective January 1, 1997 all employees who were hired on or before September 30, 1996 and have maintained continuous full-time employment through January 1, 1997 shall receive a base pay salary increase of 4% or to the newly created minimum for their title, whichever is greater.

D. Salary Adjustment/1998

1). Effective January 1, 1998 the minimum and maximum salaries shall be as listed below:

Deputy Registrar.....	\$16,415 - \$26,431
Senior Registrar.....	\$20,398 - \$30,738
Custodian Voting Machine.....	\$31,018 - \$42,431

2). Effective January 1, 1998 all employees who were hired on or before September 30, 1997 and who have maintained continuous full-time employment through January 1, 1998 shall receive a base pay salary increase of 3.5% or to the newly created minimum for their title, whichever is greater.



## ARTICLE X AUTOMOBILE AND MEAL EXPENSES

Each employee who is authorized and required to use his personal automobile during the course of employment shall be paid the Internal Revenue Service mileage rate effective January 1, of the next calendar year. Such payment shall not be retroactive.

Employees who are required to work through the dinner hour due to evening registration and preparation for election shall be paid a supper allowance as listed below:

1995	\$9.50
1996	\$9.50
1997	\$9.75
1998	\$9.75

In order to be eligible for said meal allowance, an employee must work through the dinner hour beyond 7:00 PM.

It is understood and agreed that the payment of the meal allowance of \$9.50 for 1995 shall be effective at the signing and full execution of the agreement.

## ARTICLE XI 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. The third Monday in February, known as Washington's Birthday
5. Good Friday
6. The last Monday in May, know as Memorial Day
7. July 4, known as Independence Day
8. The first Monday in September, known as Labor Day
9. The second Monday in October, known as Columbus Day
10. November 11, known as Veterans Day
11. The fourth Thursday in November, known as Thanksgiving Day
12. The Friday after Thanksgiving Day
13. December 25, known as Christmas Day
14. One (1) additional day shall be granted to each employee of the unit in lieu of General Election Day. The employee shall request the date to be taken subject to the approval of the Employer. Any additional hours worked beyond seven (7) hours on General Election Day shall be compensated with pay at the rate of one and one half (1 1/2).

Holidays which fall on Saturday shall be observed on the previous Friday and those which fall on Sunday shall be observed on the following Monday.

In order for an employee to be eligible for holiday pay, such employee must be in a pay status the day before and after the holiday.

For the purpose of eligibility for holiday pay, vacation, personal leave and sick time as specified below shall be considered time worked:

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 XII HOURS OF WORK AND OVERTIME**

A. All employees shall work thirty-five (35) hours per week.

B. The Office of the Superintendent of Elections shall be open between the hours of 8:30 AM and 5:00 PM. Employees of the Superintendent of Elections may be scheduled to work in accordance with Department policy.

C. Overtime:

Any additional hours worked above thirty-five (35) hours in the work week shall be compensated in pay at the rate of one and one-half (1 1/2) however, sick leave, shall not be considered as time worked. Personal leave, Holiday and Vacation time shall be considered time worked if properly scheduled and approved.

An employee working on a holiday shall be compensated in pay at the rate of one and one-half (1 1/2) where it is consistent with the Fair Labor Standards Act.

The Superintendent of Elections shall prepare a seniority roster based upon date of hire for the job titles of Senior Deputy Registrar and Deputy Registrar. Such roster shall be available for review by the employees and union representatives. The Employer shall offer overtime to employees in the order they appear on the seniority roster.

In the event that an employee shall decline to work overtime when afforded the opportunity, such employee's name shall be placed at the bottom of the roster. In the event the Employer is unable to fulfill its overtime needs on a voluntary basis, it may require mandatory overtime based on inverse seniority according to the seniority roster. An employee's refusal to work mandatory overtime may result in disciplinary action. However, personal hardships will be taken into consideration. Management's judgement shall determine what constitutes a hardship. On General and Primary Election days a hardship excuse will not be accepted.

D. For employees in the classification of Custodian, Voting Machines, Deputy Registrar and Senior Registrar overtime shall be calculated in accordance with the Fair Labor Standards Act. Such employees may elect to receive compensatory time in lieu of overtime pay.

Employees in the classification of Custodian, Voting Machines electing to receive compensatory time shall be required to use any accumulated compensatory during the fifteen (15) day period immediately following a School, Primary, or General Election. Additional earned compensatory time may be carried forward and taken at the request of the employee and approval of the Superintendent of Elections in the year in which it was earned.

Employees in the classifications of Deputy Registrar and Senior Registrar may elect to receive up to fourteen (14) hours of compensatory time. Such employees must request to receive compensatory time for overtime in writing on the next day worked after working the overtime.

Request for use of accrued compensatory time shall be submitted in writing to the Superintendent of Elections no later than seventy-two (72) hours prior to the requested use of the compensatory time. Any request not submitted in accordance with the seventy-two (72) hour time frame will automatically be denied.

Any unused compensatory time remaining at the end of the calendar year shall be paid in cash no later than the second pay period in January of the succeeding calendar year.

E. Wages for overtime work will normally be included with the wages for the week in which the overtime occurred whenever practicable.

## ARTICLE XIII HEALTH 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). Employees hired on or after January 1, 1995, shall be eligible to select only one provider network.

2). All employees shall be covered by a comprehensive, self-funded, medical plan. In the case of a husband and wife working for the Superintendent of Elections or the County, only one shall be listed for coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately.

3). During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A (2) 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.

4). The Superintendent of Elections 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 Superintendent of Elections 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.

### B. Dental

1). The Superintendent of Elections shall provide an 80/20 family dental plan for preventive, diagnostic and basic benefits. All other dental services shall be 50/50.

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

a). The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.

b). Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per eligible patient per lifetime which is separate from the maximum mentioned above.

C. Life Insurance

At the beginning of each enrollment period, 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.

D. 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.

ARTICLE XIV VACATION

A. Full-time employees of the Superintendent of Elections hired after December 3, 1979, shall be entitled to the following annual vacations with pay subject to scheduling approval by the Superintendent of Elections:

<u>Time of Service</u>	<u>Amount of Vacation</u>
Up to 1 year.....	1 day for each month of service
After 1 year and up to 5 years....	12 days
After 5 years and up to 12 years..	15 days
After 12 years and up to 20 years.	20 days
After 20 years and over.....	25 days

All full-time employees hired prior to December 3, 1979 shall be granted vacation leave as follows:

Time of Service

Amount of Vacation

First year.....	5 days
2 to 5 years.....	10 days
6 to 10 years.....	15 days
11 to 15 years.....	20 days
16 to 20 years.....	25 days
over 20 years.....	30 days

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

New employees shall be credited with one (1) working day for the initial month of employment if they begin work on the first (1st) through the fifteenth (15th) day of the calendar month. Employees who begin work on or after the sixteenth (16th) day shall be credited with one-half (1/2) working day for that month, credited on the last day of the month.

All vacation leave is to be taken only as credited. Although each employee is credited with his vacation time at the beginning of the calendar year; vacation time is earned pro-rated to the amount of years of service. The amount of time earned shall be pro-rated to calculate time owed to the Superintendent of Elections should an employee leave the Superintendent of Elections for any reason. Deductions will be made from employee's final pay if more vacation has been taken than has been earned.

Any employees who are laid off, discharged, retired or separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in money for their accumulated unused earned vacation at the time of separation.

When, in any calendar year, the vacation, or any part thereof is not granted by reason of necessity to work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only. Employees electing not to use all or part of their vacation in the calendar year shall accumulate the remainder of time to the next succeeding year only.

Vacation time may be granted by the Superintendent of Elections with at least a twenty-four (24) hour notice, however, unforeseen emergencies will be given proper consideration as well. 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.

## ARTICLE XV SICK LEAVE

Full-time employees shall be entitled to the following sick leave of absence with pay.

One (1) working day's sick leave for each month of service from the date of hire up to and including December 31st following such date of hire, and fifteen (15) days sick leave with pay for each calendar year thereafter. Unused sick leave shall accumulate from year to year.

Sick leave for purposes herein 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, exposure to contagious disease, ten (10) working days of emergency attendance upon a member of his family seriously ill and requiring the presence of such employee; or five (5) days for a death in the immediate family. The Employer shall have the right to request a physician's certification in the event of a family illness claim.

If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the Superintendent of Elections shall require acceptable medical evidence on the form prescribed. The nature of illness shall be stated on the doctor's certificate under his original signature unless it is confidential between doctor and patient.

If it is reasonably suspected that the employee is abusing the sick leave privilege, the Superintendent of Elections may at that time require the employee seeking sick leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time. The Superintendent of Elections reserves the right to establish a sick leave verification policy should it be deemed necessary.

An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his immediate supervisor, or designee, by telephone, prior to the normal starting time, or follow policies determined by the Superintendent of Elections, as long as it is not contrary to this rule. If an employee does not report prior to starting time, he shall suffer loss of pay.

Sick leave claimed by reason of quarantine of exposure to a contagious disease may be approved on the basis of a certificate of a municipal Board of Health. Sick leave claimed by reason of death in the immediate family may be approved upon such

reasonable proof as the Employer shall require. 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.

#### **ARTICLE XVI FAMILY AND MEDICAL LEAVE**

Family Leave as set forth in 29 U.S.C. Section 2601 et seq., N.J.S.A. 34:11-B.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.

#### **ARTICLE XVII WORKERS' COMPENSATION**

When an employee is injured on duty, he shall notify the Superintendent of Elections immediately so that a report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. He 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, his 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 exhausted 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 employee's benefit during a leave of absence without pay for an injury for which the employee is entitled workmen's compensation benefits, however, credit for said leave shall be actually added to an employee's account only upon his return to work.



## ARTICLE XVIII SAFETY AND HEALTH

A. Upon ratification of the Agreement, the Superintendent of Elections and designee and two (2) members of the Employee Organization will be elected to serve on a Safety and Health Committee. This Committee shall be convened by mutual agreement of the parties. The purpose of this Committee will be to ensure safe and healthy working conditions. This will be accomplished by periodic reviews of the locations and by the Committee's investigation of any matters referred to it by the Employee Organization.

B. The Employer shall at all times maintain safe and healthful working conditions.

C. VDT Users. All persons engaged in continual VDT usage as determined by management to take five (5) hours or more shall be permitted a ten (10) minute rest period every hour. During this time other types of work may be performed.

Pregnant VDT operators shall be allowed the opportunity to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

## ARTICLE XIX 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.

B. New employees in the Superintendent of Elections shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment. Any new employee hired after January 1 and prior to May 1 shall have two (2) personal leave days. Each shall be credited on the first day of the month following four (4) months of service. A new employee hired on May 1, up to and including July 31 shall have one (1) personal leave day credited on the first day of the month following four (4) months service.

C. An employee shall give no less than twenty-four (24) hours advance notice of his request to take a personal leave day. Such request shall be made through the Superintendent of Elections or designee.

D. In the event of an emergent situation the Superintendent of Elections or designee may grant permission to an employee to take a personal leave day with less than the required notice.

E. 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.

F. Deductions for overdrawn personal leave shall occur upon an employee's return to work from a leave of absence.

## **ARTICLE XX SPECIAL LEAVE OF ABSENCE**

A full-time employee holding a position 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 Superintendent of Elections desires to secure leave from his regular duties may, with the approval of the Superintendent of Elections be granted special leave of absence without pay for a period not exceeding six (6) months. With the approval of the Superintendent of Elections such leave may be extended for an additional 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.

## **ARTICLE XXI 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, provided, however, that no lump sum supplemental compensation payment shall exceed fifteen thousand dollars (\$15,000) in 1995, fifteen thousand dollars (\$15,000) in 1996, fifteen thousand dollars (\$15,000) in 1997 and fifteen thousand dollars (\$15,000) in 1998.

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, self-funded, medical plan subject to the provisions of Article IX, Benefits paragraph A (3). 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.

C. The Superintendent of Elections 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.

D. The lump sum supplemental compensation provided herein for accumulated sick days shall, in no way, affect, increase, or decrease any pension or retirement benefits to such retiring employee under any other statute.

E. In the event of an employee's death within one (1) year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate.

## **ARTICLE XXII DISCIPLINARY ACTION**

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

B. No employee shall be disciplined or discharged without just cause.

C. This article shall not in any way be in conflict with N.J.S.A. 9:32-27. Any disciplinary action may only be appealed to advisory arbitration.

## **ARTICLE XXIII GRIEVANCE PROCEDURE**

Any grievance or dispute which arises between an employee and the 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.

STEP 1: Within fifteen (15) days from the date of the grieve event, or occurrence, the grievant shall prepare his grievance in writing, stating the remedy desired, on forms

approved by the parties to this Agreement, and submit the same to the Union representative who shall have three (3) days within which to approve the filing. Within five (5) days after such approval, the grievance shall be served upon the Office Supervisor who shall schedule, hear and determine the grievance within ten (10) days after receiving it. The decision shall be made in writing and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the employee, representatives and the Superintendent of Elections within said ten (10) day period.

STEP 2: Upon receipt of an adverse determination by the Office Supervisor, the grievant, representative or Union representative shall have a period of ten (10) days to appeal such determination to the Superintendent of Elections or designee who shall schedule, hear and determine the grievance within fifteen (15) days after receiving it. The Superintendent of Elections 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 employee representative within five (5) days after the hearing date.

STEP 3: Upon receipt of an adverse decision from the Superintendent of Elections, the grievant, representative or Union representative shall have thirty (30) days to appeal such determination to the Public Employment Relations Commission. Thereafter, all further proceedings shall be conducted in accordance with the rules and regulations of such agencies.

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 and it shall be deemed pending in the next step without the necessity of a formal written appeal.

Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except a determination by P.E.R.C.

At all steps in the grievance procedure, the grievant shall have the right to be represented by counsel or a representative.

If the grievance alleges acts against a 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.

A group or class grievance may be filed by a member of the affected group or class, Business Administrator of the Union or

by the Union representative; but 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.

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

If grievant accepts decision at any step, neither Business Administrator nor representative shall have the right to appeal.

#### **ARTICLE XXIV UNION DUES**

The Employer agrees to deduct monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer 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, 50 3rd Street, N.W., Washington, D.C., 2000-2797, by the tenth (10th) day of the month following the calendar month in which 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 President.

The CWA agrees to indemnify and hold the County and Employer 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.

#### **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 to 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 Fee

Prior to the beginning of each contract year, the Union will notify the Employer 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 (85%) of the regular membership dues, fees and assessments.

### C. Deduction and Transmission Fee

After verification by the Employer 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 reemployment 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.

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

### 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 Superintendent of Elections. 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 County Superintendent of Elections 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 or the Employer shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Employer 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.

### ARTICLE XXVI UNION ACTIVITIES

It is agreed that the CWA will be allowed up to five (5) days in the aggregate, with pay, per calendar year, which can be delegated to any one or more Union representatives for the specific purpose of conducting Union business upon at least three (3) business day's notice.

## ARTICLE XXVII MANAGEMENT RIGHTS

A. The Employer 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 Superintendent of Elections.
- 2). To direct all employees of the Superintendent of Elections.
- 3). To hire, promote, transfer, assign and retain employees in positions within the office, 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, title and positions.
- 7). To contract and/or sub-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 Superintendent of Elections until the expiration of this Agreement.

## ARTICLE XXVIII LAYOFFS

The Employer shall provide forty-five (45) calendar days notice of a layoff action to the effected employees and the Union. A notice shall also be conspicuously posted at the work site. Layoffs will be based on seniority in each job title. Seniority for this purpose shall be defined as the amount of continuous service in their current title.

In the event of a layoff by the Employer, effected employees shall be permitted to displace other employees with lesser seniority in their current positions. The rights of employees effected by a layoff shall be as follows:



a). An effected full-time employee shall displace any part-time employee.

b). An effected employee who is employed as a Senior Registrar may exercise their demotional right to displace an employee with lesser seniority in the position of Deputy Registrar.

c). Laid off employees based upon order of seniority shall have first right of recall to any position in their former title for up to two (2) years from the date of layoff. Recall notice shall be by certified mail return receipt requested to the employee's last known address. It shall be the employee's responsibility to notify management of a change of residence.

## **ARTICLE XXIX GENERAL PROVISIONS**

A. Bulletin boards will be provided by the Employer at permanent work locations for the use of the Union for the sole purpose of posting Union announcements and other information of a non-controversial or non-political nature.

B. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction or by any other means, such decision of the Court or such other determination shall apply only to the specific portion of the Agreement affected by such decisions, whereupon the parties agree to commence negotiations within ten (10) working days of such determination relative to the invalidated portion only.

C. It is agreed that representatives of the Employer and the Union will meet from time to time upon reasonable request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party and a precise agenda shall be established.

D. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined for their positions by the Employer. A copy of the employee's job specifications shall be provided to each employee.

## ARTICLE XXX 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 from January 1, 1995 through December 31, 1998. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as retroactive thereto, all terms and provisions of this Agreement are not retroactive to January 1, 1995, and shall assume full force and effect beginning only on the date of signing of this Agreement and continuing thereon to expiration of this Agreement.

### B. Renewal

This Agreement shall automatically renew itself on January 1, 1999, and continue from that point, on a year to year basis, unless one (1) 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.

## ARTICLE XXXI COMPLETE AGREEMENT

The Employer and the Representative 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.

SIGNATURE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal in Mount Holly, Burlington County, New Jersey on this 22<sup>nd</sup> day of April 1996.

BOARD OF CHOSEN FREEHOLDERS OF  
OF THE COUNTY OF BURLINGTON  
(Funding Agent)

COMMUNICATION WORKERS OF  
AMERICA, LOCAL 1021

Linda K. Coffey  
Linda K. Coffey  
Freeholder Director

Warren E. Pangburn  
Warren Pangburn  
President

Frederick F. Galdo  
Frederick F. Galdo  
County Administrator/Board Clerk

Carol E. Gay  
Carol E. Gay  
Staff Representative

BURLINGTON COUNTY SUPERINTENDENT  
OF ELECTIONS

BARGAINING COMMITTEE  
MEMBERS

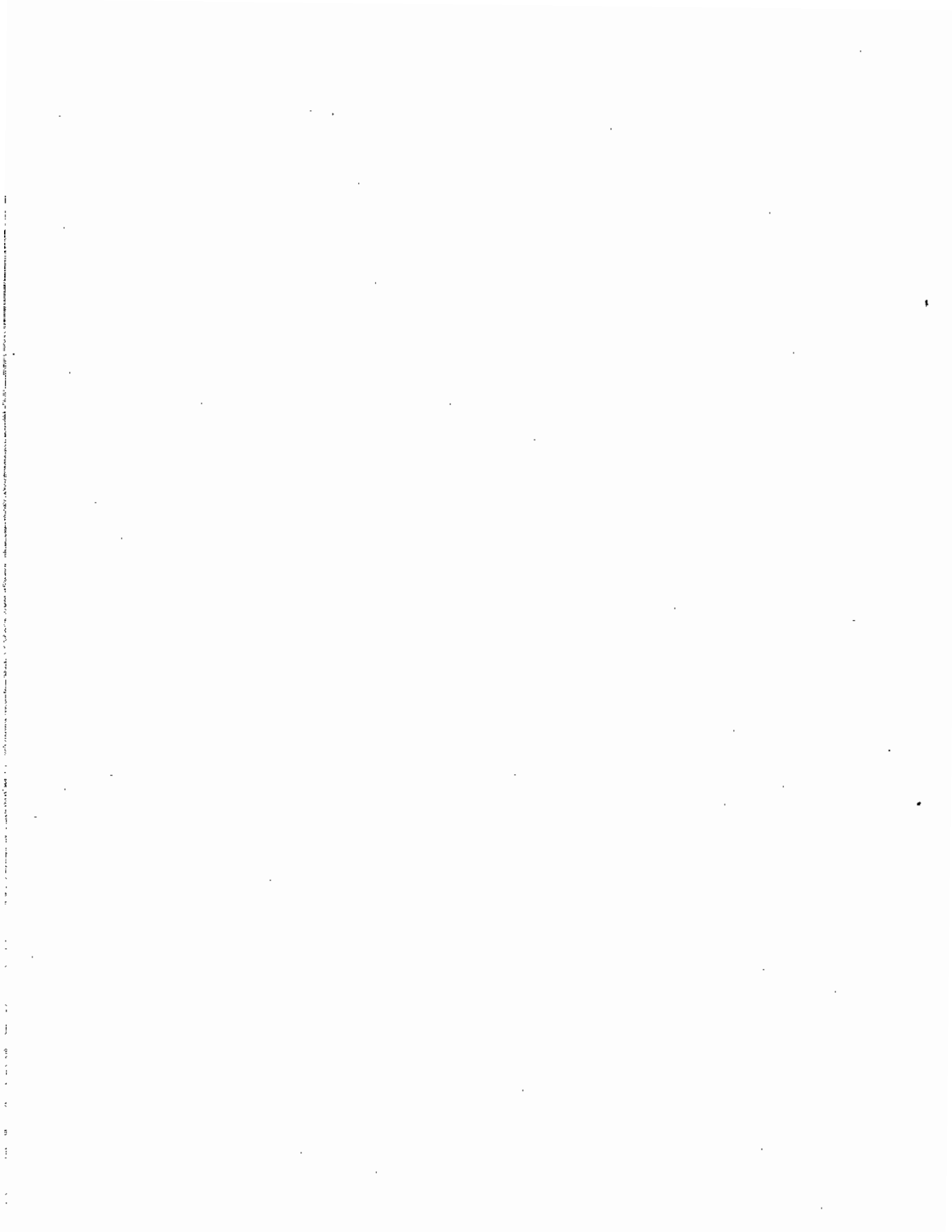
John W. Sacca, Jr.  
John W. Sacca, Jr.  
Superintendent

Else Barney  
Else Barney

Nancy Jeffers  
Nancy Jeffers  
Deputy Superintendent

John Boldizar  
John Boldizar

Cathie McMahon  
Cathie McMahon



**SUPERINTENDENT OF ELECTIONS  
1995 SALARIES**

<u>NAME</u>	<u>1995 SALARY</u>
BOLDIZAR	\$37,904
CONOVER	36,426
SHEA	27,459
CRAFT	25,682
FRAPPOLLI	23,611
BARNEY	20,855
O'CONNELL	19,475
GREEN	17,407
MCKENZIE	17,407
SLIMM	16,538
BROCK	16,717
MCMAHON	16,142
MARKEL	16,082
POOR	16,082
GUESS	15,250
PARKER	15,250
STELLWAG	15,250

**ATTACHMENT A**

