

# 1986 - 1988 AGREEMENT

Between

Board of Chosen Freeholders of the  
County of Burlington,

and

Burlington County  
SUPERINTENDENT OF ELECTIONS



and

Communication Workers of America



LOCAL

1021

SUPERINTENDENT OF ELECTIONS

ARTICLE		PAGE
I	Preamble.....	1
II	Recognition.....	1
III	Union Dues.....	1
IV	Agency Shop.....	2
V	Vacation.....	3
VI	Holidays.....	4
VII	Salaries.....	5
VIII	Sick Leave.....	6
IX	Sick Leave/Pregnancy Disability.....	7
X	Personal Leave.....	7
XI	Special Leave of Absence.....	7
XII	Disciplinary Action.....	8
XIII	Retirement.....	8
XIV	Automobile and Meals Expenses.....	8
XV	Benefits.....	9
XVI	Promotions.....	10
XVII	Probationary Period.....	10
XVIII	Non-Discrimination.....	10
XIX	Seniority.....	10
XX	Union Activities.....	11
XXI	Workers' Compensation, Safety and Health.....	11
XXII	Job Classification.....	11
XXIII	Complete Agreement.....	12
XXIV	Hours of Work and Overtime.....	12
XXV	Management Rights.....	12
XXVI	General Provisions.....	13
XXVII	Grievance Procedure.....	14
XXVIII	Safety and Health.....	15
XXVIX	Part-Time Employees.....	15
XXX	Effective Dates of Agreement.....	16

Superintendent of Elections/Burlington County Board  
of Chosen Freeholders  
and  
CWA/A.F.L.-C.I.O. Local #1021

Agreement by and between The Superintendent of Elections/Burlington County Board of Chosen Freeholders (referred to as the "Employer") and the Communication Workers of America/A.F.L.-C.I.O. Local #1021 (referred to as "Employee Representative" or "Employee Organization").

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 the 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  
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, 1925 K Street, N.W., Washington, DC., 20006, by the 10th (tenth) 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 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 IV  
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 85% of the regular membership dues, fees and assessments.

C. Deduction and Transmission of 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 day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed 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 nonmember 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 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 V  
VACATION

A. Full-time employees of the Office of Superintendent of Elections, hired after December 31, 1979, shall be entitled to the following annual vacations with pay subject to scheduling approval by the department head:

<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

2. All full-time employees hired prior to Dec. 31, 1979 shall be granted vacation leave as follows:

<u>Time of Service</u>	<u>Amount Of Vacation</u>
First year	5 days
2 to 5 years	10 days
6 to 10 years	15 days
11 to 15 years	20 days
15 to 20 years	25 days
over 20 years	30 days

Additional days based upon years of permanent 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 1st through the 15th day of the calendar month. Employees who begin work on or after the 16th day shall be credited with 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/her 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 County should an employee leave the County 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.

B. Temporary, full-time employees shall be entitled to one working day's vacation for each month served during such temporary, full-time employment.

Vacation time may be granted by the Department Head with at least a 24 hour notice.

#### Article VI 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, known 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. December 26, 1986
15. One additional day shall be granted to each employee of the unit as computed in Holiday Treatment in Article XXIII. Same shall be in lieu of General Election Day. The employee shall request the date to be taken subject to the approval of the Employer. Any other holidays or emergency days granted by the Burlington County Board of Chosen Freeholders shall apply to employees of this unit.

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 on the days before and after the holiday.

Article VII  
SALARIES

A. Salary Adjustments/1986

1. Employees who are on the payroll effective September 30, 1985 and who have maintained continuous full-time employment through January 1, 1986 shall receive a salary increase effective January 1, 1986 of 6%.

2. Upon the signing of the agreement, all full-time employees covered under this agreement and referred to in the above paragraph shall have added to their base salary \$300.

3. Upon signing of agreement, minimum salaries shall be as follows:

Deputy Registrar	( 9,000)
Senior Registrar	(11,000)
Custodian Voting Machine	(15,000)

B. Salary Adjustment/1987

1. Effective January 1, 1987 all full-time employees who shall have been on the payroll on September 30, 1986 and shall have maintained continuous full-time employment through January 1, 1987 shall be eligible for a 5% salary increase.

C. Salary Adjustments/1988

1. Effective January 1, 1988 all full-time employees who shall have been on the payroll on September 30, 1987 and shall have maintained continuous full-time employment through January 1, 1988 shall be eligible for 5% salary increase.

D. It is agreed to be 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.



Article VIII  
SICK LEAVE

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

One 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 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, 10 working days of emergency attendance upon a member of his family critically ill and requiring the presence of such employee; or five 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 consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed. The nature of illness shall be stated on the doctor's certificate under his/her 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 department head 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. A copy of the department head's request with a copy of the medical evidence shall be sent to the Freeholder's Office. The Board of Freeholders reserves the right to establish a sick leave verification policy should it be deemed necessary by the Board and the Superintendent of Elections Office.

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 his designee, by telephone, prior to the normal starting time, or follow policies determined by the department head, 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 or 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.

Article IX  
SICK LEAVE/PREGNANCY DISABILITY

An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Department Head may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

Article X  
PERSONAL LEAVE

A. Each employee shall be eligible for three personal leave days with pay for business with no accumulation of such leave from year to year. New employees in the County service shall be accorded one personal day for each four months of service in the first calendar year of employment.

B. An employee shall give no less than twenty-four hours advance notice of his request to take a personal leave day.

C. No personal leave shall be taken except with the prior permission of the employee's department head or designee

D. 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.

Article XI  
SPECIAL LEAVE OF ABSENCE

A permanent 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 appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority and the Board be granted special leave of absence without pay for a period not exceeding six (6) months. With the approval of the appointing authority and the Board 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 XII  
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. 19:32-27. Any disciplinary action may only be appealed to advisory arbitration.

Article XIII  
RETIREMENT

A. Any employee who has been granted sick leave under terms and conditions similar to classified employees, shall be entitled upon retirement from a recognized public employee's retirement system 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/her on the employment records and certified by the employer on the effective day of his/her retirement.

B. The supplemental compensation payment to be paid pursuant hereto shall be computed at the rate of one-half (1/2) of the 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/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental payment shall exceed \$12,000.00.

C. 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.

D. 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 XIV  
AUTOMOBILE AND MEALS EXPENSES

Each employee who is authorized and required to use his/her personal automobile during the course of employment shall be paid \$.18 per mile.

Employees who are required to work through the dinner hour due to evening registration and preparation for election shall be paid a supper allowance of \$7.00.



Article XV  
BENEFITS

A. Family Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) Benefits shall be available for full-time employees after the first of the month following 90 days of service. The employer shall pay the same amount toward HMO coverage that it contributes toward alternative coverage. Any additional cost for HMO coverage shall be the sole responsibility of the employee.

B. At the beginning of each enrollment period, full-time employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a \$5,000.00 life policy, premiums for the first \$1,000.00 of which shall be paid by the Employer. Premiums for the remaining \$4,000.00 coverage shall be paid by the employee through the payroll deduction plan.

C. During the term of this agreement, there shall be no change in the Group Hospital Medical Plan or any type of insurance presently maintained and 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 now in effect.

D. The Employer shall pay the full premium cost of a family program of dental care.

E. Prescription/Vision Care

1. Effective January 1, 1988 full-time employees who are on the payroll effective September 30, 1987 shall be eligible for prescription/vision care reimbursement not to exceed \$100.00.

2. The County shall reimburse each eligible employee up to \$100.00 for prescription/vision care for him/herself and/or family members. Such payment for expenses incurred in the year 1988 shall be for items or services not covered by any other employee benefit program and shall not be duplicative.

3. Reimbursement shall be made to the employee once documentation has been verified by receipt on approved forms. Such documentation shall be submitted no later than November 15, 1988 to the Burlington County Treasurer's Office.

4. Payment shall be made to the employee within a reasonable period prior to December 31, 1988.

F. Disability Plan

Effective 1/1/86 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 50% of the cost.

Article XVI  
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. Whenever an employee is promoted from one class or title, to a class or title with a higher salary range, his/her salary shall be adjusted to either the minimum rate for the new class or title or \$300.00, whichever is greater.

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

Article XVII  
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) months 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 XVIII  
NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any Employee because of race, sex, age, nationality, religion, political affiliation, marital status, handicap, or union affiliation. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of the Agreement.

Article XIX  
SENIORITY

Seniority is defined as continuous service with the Employer and will be the controlling factor with respect to vacation schedules. Overtime shall be likewise scheduled on a rotating basis on the basis of seniority where operationally feasible.



Article XX  
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 XXI  
WORKERS' COMPENSATION, SAFETY AND HEALTH

A. When an employee is injured on duty, he shall notify his department head immediately so that a departmental 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 used up 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 an 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 XXII  
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 XXIII  
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.

Article XXIV  
HOURS OF WORK AND OVERTIME

A. All employees shall work 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 time and one-half or compensatory time at the employer's discretion, 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, other than General Election Day shall be compensated in pay at the rate of time and one-half or compensatory time at the employer's discretion where it is consistent with the Fair Labor Standards Act.

Any additional hours worked above seven (7) hours on General Election Day shall be compensated on pay at the rate of time plus one-half or compensatory time at the employer's discretion where it is consistent with the Fair Labor Standards Act.

D. Employees will be allowed to accumulate a maximum of seventy (70) hours of compensatory time where it is consistent with the Fair Labor Standards Act. When such maximum accumulation has been reached, all employees will be paid at the proper overtime rate in accordance with this Article.

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

Article XXV  
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 County.
  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 Employer until the expiration of this Agreement.

Article XXVI  
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 reasonably 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.



Article XXVII  
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 (5) days from the date of the grievable 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 attorney who shall have three days within which to approve the filing. Within (5) days after such approval, the grievance shall be served upon the department head who shall schedule, hear and determine the grievance within (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 Clerk/Administrator of the Board of Chosen Freeholders within said (10) days period.

Step 2.

Upon receipt of an adverse determination by the department head, the grievant, Representative or union attorney shall have a period of (10) days to appeal such determination to the Clerk/Administrator of the Board or designee who shall schedule, hear and determine the grievance within (15) days after receiving it. The Clerk/Administrator 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 and the Board of Chosen Freeholders within (5) days after the hearing date.

Step 3.

Upon receipt of an adverse determination by the Clerk/Administrator or designee, the grievant, Representative or union attorney shall have (20) days to appeal such determination to the full Board of Freeholders. The board shall schedule, hear and determine the grievance within (35) days after receiving it. The Board shall hear the matter de novo and issue a decision in writing and in triplicate, and copies thereof shall be served upon the employee and Representative within (5) days after the hearing date. A tie vote of the Board of Freeholders shall be sufficient to sustain the grievance and the employee shall prevail.

Step 4.

Upon receipt of an adverse decision from the full Board, the grievant, Representative or union attorney shall have (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 attorney; 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 attorney shall have the right to appeal.

#### Article XXVIII SAFETY AND HEALTH

Upon ratification of the Agreement, the Superintendent of Elections or his/her designee and two (2) members of the Bargaining unit 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 Bargaining Unit.

#### Article XXIX PART TIME EMPLOYEES

A part time-employee shall work no more than 48 hours in any given payroll period. These employees shall not be entitled to any benefits afforded to full-time employees.

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 through December 31, 1988. 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, 1986, 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, 1989, and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least 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 60 days prior to the scheduled expiration date of this Agreement.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seal in Mount Holly, Burlington County, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_ 198-.

Attest:

Board of Chosen Freeholders  
County of Burlington

[Signature]  
CLERK/ADMINISTRATOR

[Signature]  
DIRECTOR

[Signature]  
WITNESS

[Signature]  
SUPERINTENDENT OF ELECTIONS

[Signature]  
WITNESS

[Signature]  
CWA REPRESENTATIVE

[Signature]  
WITNESS

[Signature]  
CWA REPRESENTATIVE