

SIGNED ORIGINAL

2003 - 2006 AGREEMENT

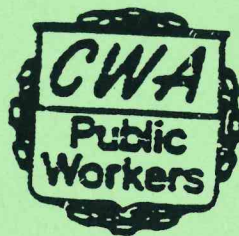
Between

Burlington County
SUPERINTENDENT OF ELECTIONS



and

Communication Workers of America



Local 1034

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Preamble	1
II	Recognition	1
III	Probationary Period	1
IV	Promotions	1
V	Seniority	2
VI	Non-Discrimination	2
VII	Part-time Employees	2
VIII	Job Classification	2
IX	Salaries	3
X	Automobile, Meal, & Educational Expenses	4
XI	Holidays	4
XII	Hours of Work and Overtime	5
XIII	Health Benefits	6
XIV	Vacation	9
XV	Sick Leave	10
XVI	Family and Medical Leave	11
XVII	Workers' Compensation	11
XVIII	Safety and Health	11
XIX	Personal Leave	12
XX	Special Leave of Absence	12
XXI	Retirement	13
XXII	Disciplinary Action	13
XXIII	Grievance Procedure	14
XXIV	Union Dues	15
XXV	Agency Shop	15
XXVI	Union Activities	17
XXVII	Management Rights	17
XXVIII	Layoffs	17
XXIX	General Provisions	18
XXX	Effective Dates of Agreement	18
XXXI	Complete Agreement	19
	Signature	20

Superintendent of Elections
and
CWA, AFL-CIO, Local 1034

Agreement by and between The Superintendent of Elections (referred to as the "Employer") and the Communications Workers of America, AFL-CIO, Local 1034 (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

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 twelve hundred dollar (\$1,200) salary adjustment added to their base pay or shall go to the new 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 of this agreement by both parties with the exception of those employees who have retired.

A. Salary Adjustments/2003-2006

1. Effective and retroactive to January 1, 2003, employees who have been on the payroll and have maintained continuous full time employment since on or before September 30, 2002, and have a base salary less than \$34,000, shall receive a salary adjustment of \$1,250 added to their base pay. Employees whose base salary is equal to or greater than \$34,000 shall receive a \$1,560 salary increase added to their base pay.

Listed below are the minimum/maximum salaries for 2003:

Deputy Registrar	\$19,540 - \$31,000
Senior Registrar	\$22,925 - \$36,300

2. Effective January 1, 2004, employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 2003, and have a base salary of less than \$34,000, shall receive a salary adjustment of \$1,300 added to their base pay. Employees whose base pay is equal to or greater than \$34,000 shall receive a \$1,630 salary increase to their base pay.

Listed below are the minimum/maximum salaries for 2004:

Deputy Registrar	\$20,785 - \$32,000
Senior Registrar	\$23,540 - \$37,950

3. Effective January 1, 2005, employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 2004, and have a base salary of less than \$34,000, shall receive a salary of \$1,400 added to their base pay. Employees whose base salary is equal to or greater than \$34,000 shall receive a \$1,700 salary increase to their pay.

Listed below are the minimum/maximum salaries for 2005:

Deputy Registrar	\$22,125 - \$33,000
Senior Registrar	\$24,245 - \$39,650

4. Effective January 1, 2006, employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 2005, and have a base salary less than \$34,000, shall receive a salary adjustment of \$1,400 added to their base pay. Employees whose base salary is equal to or greater than \$34,000 shall receive a \$1,780 increase added to their pay.

Listed below are the minimum/maximum salaries for 2006:

Deputy Registrar	\$23,416 - \$34,000
Senior Registrar	\$24,865 - \$41,450

B. Any employee designated by the Superintendent of Elections to supervise the integration of computer programs and technology into the office, who trains employees in the use of such programs which are specific to the Office of the Superintendent of Elections shall receive an adjustment of \$1,200 added to his or her base pay for the period of service under such designation. The designation of the employee or employees to fulfill these duties by the Superintendent shall not be grievable.

ARTICLE X AUTOMOBILE, MEAL AND EDUCATIONAL EXPENSES

A. Automobile Allowance

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 calendar year. Such payment shall not be retroactive.

B. Meal Expense

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 \$12.50 for the length of this agreement.

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

→ Next contract expand to 8:00 pm

C. Educational Expense

Full time employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Superintendent of Elections or designee.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of service is to be cumulative. If such employee does not remain in service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per semester.

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 entire day before and the entire day 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. However, it is mutually agreed and understood that should an employee work overtime on a Saturday or a holiday, with the approval of the Supt. of Elections, the employee shall receive payment at the

double time rate.

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 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 classifications of Deputy Registrar and Senior Registrar may elect to receive up to twenty-one (21) 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.

F. Notwithstanding the requirements for overtime payment as is outlined in Paragraph C of this Article, employees who are required to work for the preparation of "Provisional Ballots" shall be compensated at the rate of one and one-half time (1 ½) for all hours worked.

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:

1a. Effective 1/1/03 all employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

<u>Doctor's Visits</u>	<u>Prescription Generic</u>	<u>Prescription Brand</u>
\$10.00	\$7.00	\$20.00*

*These rates will be the employee's co-pay, provided there is a generic equivalent available. In the event a generic equivalent is not available, the employee's co-pay will be \$7.00.

Additionally visits to the emergency room shall have a \$25.00 co-pay.

A copy of this plan shall be provided to each employee. In the case of a husband and wife working for the Superintendent of Elections or the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until they reach the age of 21, or if the dependent is in school or, still a dependent (as evidenced by being claimed on the employee's Federal Income Tax), until age 23. Employees must submit a copy of their Federal 1040 tax form or information from the school that demonstrates that the child is still a dependent or still in school.

1b. Effective 7/1/03 all employees shall be covered by a non-contributory comprehensive County self-funded medical, optical and prescription plan to include co-pays as follows:

	<u>Doctor's Visits</u>	<u>Prescription Generic</u>	<u>Prescription No-Generic Available</u>	<u>Prescription Brand</u>
7/1/03	\$10.00	\$7.00	\$12.00	\$20.00*
1/1/04	\$15.00	\$7.00	\$12.00	\$20.00*
1/1/05	\$15.00	\$8.00	\$12.00	\$25.00*
1/1/06	\$20.00	\$10.00	\$15.00	\$30.00*

*If generic is available and employee elects brand, employee shall pay applicable co-pay and the difference between generic and brand. If doctor prescribes brand name drug the employee shall only pay co-pay.

Additionally, visits to the emergency room will have the following co-pays:

7/1/03 – 12/31/06: \$25.00

A copy of this plan shall be provided to each employee. In the case of a husband and wife working for the Superintendent of Elections or the County, the employee with the earliest hire date shall be listed for coverage and the other spouse will not have separate coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately. The children dependents of the employee shall be covered until the end of the month in which they reach the age of 19, or if the dependent (as evidenced by being claimed on the employee's federal income tax) is in school as a full-time student, until the end of the month in which they turn age 23. Employees must submit a copy of their Federal 1040 tax form and

information from the school that demonstrates the child is a dependent and still in school full-time.

2. During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A (1) (a) and A (1) (b) 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. However, whenever the Employer determines that it may be in its interest to change the health care provider or administrator, advance notice will be given to the Union, along with a copy of the proposed contract. In the event that a change in the health care provider or administrator results in a change in panel providers, all employees will be notified of where they can obtain a copy of the list of new health care providers.

3. 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 Employer shall pay for and provide an 80/20 family dental plan for preventive, diagnostic and basic benefits.

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 lifetime which is separate from the maximum mentioned above.

C. Eye Care Plan of America

Employees shall be offered participation in the Eye Care Plan of America.

D. Life Insurance

At the beginning of each enrollment period, permanent 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.

E. 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

follows: All full-time employees hired prior to December 3, 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
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 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. 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 each year of the contract.

B. 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. Discipline shall be progressive in nature and corrective in intent.

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 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 grievance 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 the union and only the union.

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 CWA Local 1034 Mount Holly Office.

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, 2003 through December 31, 2006. 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, 2003, 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, 2007, 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

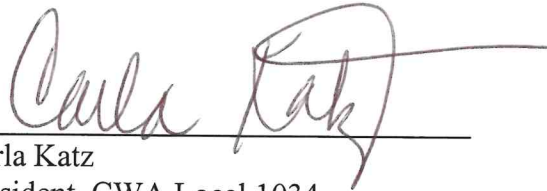
The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

SIGNATURE

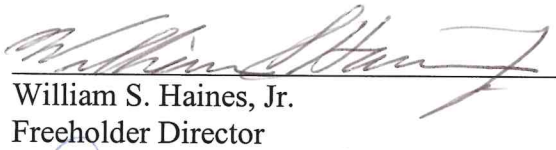
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal in Mount Holly, Burlington County, New Jersey on this 20th day of March 2003.

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

**COMMUNICATION WORKERS OF
AMERICA, LOCAL 1034**



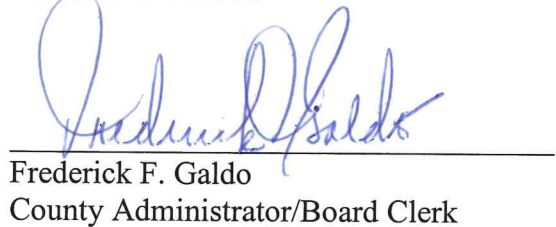
Carla Katz
President, CWA Local 1034



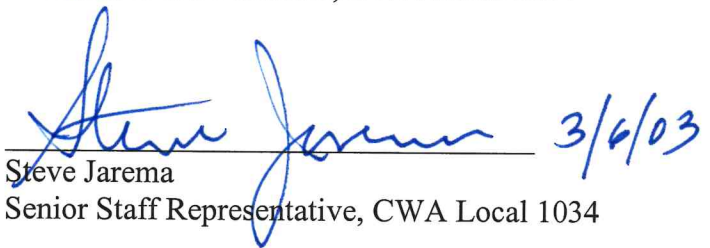
William S. Haines, Jr.
Freeholder Director

 3/6/03

John Lazzarotti
Assistant to the President, CWA Local 1034



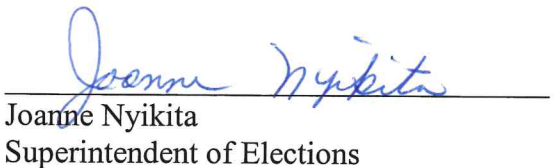
Frederick F. Galdo
County Administrator/Board Clerk

 3/6/03

Steve Jarema
Senior Staff Representative, CWA Local 1034

**BURLINGTON COUNTY
SUPERINTENDENT OF ELECTIONS**

**BARGAINING COMMITTEE
MEMBERS**



Joanne Nyikita
Superintendent of Elections



Else Barney, Negotiation Representative



Cathie McMahon, Negotiation Representative



Silvia Pagan, Negotiation Representative