

CAMDEN COUNTY SUPERINTENDENT OF ELECTIONS

AND

COUNCIL #71, AFSCME

JANUARY 1, 2006 - DECEMBER 31, 2009

TABLE OF CONTENTS

	PREAMBLE	3
I	RECOGNITION	4
II	POST OF VACANCIES	5
III	CHECKOFF	6
IIIA	AGENCY SHOP	7
IV	BILL OF RIGHTS	8
V	WORK SCHEDULE	9
VI	OVERTIME	10
VII	TRANSFERS	12
VIII	CALL IN TIME	13
IX	RATES OF PAY	14
X	EMPLOYEE EXPENSES	16
XI	INSURANCE	17
XII	SICK LEAVE	26
XIII	UNUSED SICK TIME PAYMENT UPON RETIREMENT	27
XIV	JURY DUTY	28
XV	BEREAVEMENT LEAVE	29
XVI	MILITARY LEAVE	30
XVII	LEAVE OF ABSENCE	31
XVIII	WORKER'S COMPENSATION	33
XIX	SENIORITY	34
XX	PROBATIONARY PERIOD	36
XXI	HOLIDAYS	37
XXII	STRIKES & LOCKOUTS	38
XXIII	LONGEVITY	39
XXIV	EQUAL TREATMENT	40
XXV	VACATIONS	41
XXVI	WORK RULES	42
XXVII	CONTRACTING & SUB-CONTRACTING PUBLIC WORK	43
XXVIII	DISCIPLINE	44
XXIX	REST PERIODS	46
XXX	SAFETY & HEALTH	47
XXXI	GRIEVANCE PROCEDURE	48
XXXII	GENERAL PROVISIONS	50
XXXIII	SEPARABILITY & SAVINGS	51
XXXIV	MANAGEMENT RIGHTS	52
XXXV	FULLY BARGAINED AGREEMENT	53
XXXVI	TERMINATION	54
	APPENDIX A	55
	PAY SCALE	59

PREAMBLE

This agreement entered into by the Superintendent of Elections, of the County of Camden, herein referred to as the "Employer", and Local 1911 which is affiliated with Council 71, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union: 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 conditions of employment.

27

**ARTICLE I
RECOGNITION**

- A. The employer recognizes the Union as the bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this agreement. This recognition shall not be interpreted as having the effect of, or in any way abrogates, the rights of the Employer or Employees as established by the Laws of 1968, Chapter 303.
- B. It is agreed that in the event the Employer creates new job titles conforming to the terms of the Certification of Recognition, such titles shall be covered by this agreement subject to the provision of N.J.S.A. 34:13A-5.3, so that the elected officials, superintendent, deputy superintendent, superintendent assistants, managerial executives, or confidential employees shall not be covered by this agreement. Nor shall any Supervisor having the power to hire, discharge, discipline or to effectively recommend the same, have the right to be represented in these negotiations by an employee organization that admits non-supervisory personnel to membership.

**ARTICLE II
POSTING OF VACANCIES**

- A. At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Employer agrees to post said vacancies on the Bulletin Board.

**ARTICLE III
CHECK OFF**

- A. The Employer agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the tenth day of the succeeding month except in case of emergency.
- B. The Union will provide the necessary "check off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Employer.
- C. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union or by the Employer in reliance upon the official notification on the letterhead of the Local Union advising of such changed deduction.

ARTICLE III A
AGENCY SHOP

- A. The employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment of that employee.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and the assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.
- E. The Union shall establish and maintain for affected employees a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the county or require the county to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Union shall indemnify, defend, and save the employer harmless against any and all claims, demands, or by reason of action taken by the employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union, or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union, advising of such changed deduction.

ARTICLE IV
BILL OF RIGHTS

A. To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the employee's Bill of Rights:

1. An employee shall be entitled to a Union representative at each and every step of the grievance procedure set forth in this agreement.
2. An employee shall be entitled to a Union representative at each stage of a disciplinary hearing.
3. No employee shall be required by the employer and/or its agents to submit to an investigation unless the employee is afforded the opportunity of having a Union representative present. This shall not preclude the employer from immediately suspending an employee and shall not be construed to prevent the employer from suspending an employee at any time immediately pending a hearing if said action is deemed by the employer to be necessary.
4. No recording devices or stenographer of any kind shall be used during such investigation unless both the union and employer agree in their use prior to such investigation, in writing.
5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the employer.
6. When an employee takes any action through the grievance procedure he shall have the right, at each level of the procedure, to be represented by the Union and be present throughout the hearing process. Both parties will attempt to keep the first step of the grievance procedures at an informal level. Beyond the first step both parties shall have the right to present evidence and testimony and to cross-examine witnesses, if any, which are presented by the opposite party.

**ARTICLE V
WORK SCHEDULE**

- A. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

- B. Neither the regular starting time of work shifts, nor the work shift, will be changed without reasonable notice to the affected employees without first having discussed such changes and the needs for same with the representatives of the Union. However, in cases of emergency, this paragraph shall not be construed to prevent the employer from calling in any or all employees at any time subject to all other provisions of this contract.

- C. The employer agrees to post Election Day schedule two weeks prior to the general and primary election days.

ARTICLE VI
OVERTIME

- A. Overtime refers to any time worked beyond the regular thirty (30) hour work week.
1. Employees shall receive compensation at the rate of one (1) and one half (½) his normal rate of pay for each hour of overtime worked.
 2. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime.
 3. Compensatory time may be scheduled in a minimum of one hour and multiple increments thereof, which shall be scheduled with the immediate supervisor in keeping with the needs of the work place.
 4. Employees who must report to work late, due to an emergency, may request the use of earned compensatory time on an hourly basis in lieu of a pay reduction.
 5. Such requests, as in Article A-3 and A-4 shall not be requested or denied in an arbitrary fashion, nor shall employee abuse this practice.
- B. In the event an employee is required to work on a Sunday or a holiday other than General Election day, he shall be paid double his regular hourly rate of pay.
- C. With the exception of General Election Day and Primary Election Day, no employee shall have his work shift or regular scheduled day off changed for the purpose of avoiding overtime.
- D. Any employee required to work on General Election Day shall be paid his holiday pay, plus he shall also be paid for hours actually worked. In addition, any person who completes his scheduled shift on General Election Day shall receive a compensatory day off, which shall be scheduled subject to the needs of the superintendent. It is expressly agreed and understood that General Election Day and Primary Election Day are special days, insofar as the Camden County Superintendent of Elections is concerned, and as a result the employer reserves the right to change work shifts or have employees work on hours other than the regularly scheduled hours of employment. However, subject to the call in provisions of this contract, the employer agrees that an employee shall work only one shift during the day.
- E. A request to refuse overtime shall not be arbitrarily denied. An employee may be required to work a reasonable amount of overtime.
- F. At least two hours notice will be given an employee expected to work overtime except in emergency situations.

- G. All scheduled overtime shall be distributed using the seniority list, which shall continue from year to year. The Primary and General overtime shall be distributed in such a way so that when overtime from both elections are assigned, the contractual employee with the least amount of time between the two elections combined shall not be less than 65% of the contractual employee with the highest amount of assigned hours for both elections. This will only apply to the General and Primary Elections within each particular calendar year and is not applicable to any other overtime assignments. Unscheduled, so called emergency overtime, which may just effect a particular department, will be assigned as it always has been in keeping with Article VI, Line H of the Collective Bargaining Agreement.
- H. Overtime work shall be distributed as equally as possible among all employees within the particular department in which the overtime is to be performed by the persons who normally perform such jobs within the bargaining unit. The union shall compile a list of the amount of overtime accumulated by the members. Supervisors shall not perform work of the bargaining unit for the purpose of avoiding overtime.
- I. Overtime work shall be paid currently, or at least no later than the second pay period after overtime was performed when ever possible and except for a bonafide employer emergency.
- J. Overtime shall not be pyramided. All paid time shall count as hours worked for the purpose of computing overtime.
- K. All contractual Comp time must be used within six(6) months of its accrual, or the employee will be paid for such time at the appropriate rate when the time is paid out. It is understood that this will only apply to contractual time and no such limits will be placed on Federal Comp time. Any Comp time, whether contractual or Federal on the books as of the signing date of the contract may be retained at the employee's discretion.

**ARTICLE VII
TRANSFERS**

- A. Employees desiring transfer to other jobs and/or positions shall submit an application request to their immediate supervisor and union representative. The applicant shall state the reason for the requested transfer.
- B. All requests for transfers to newly created or vacant positions shall be made by the employee in writing.
- C. The employer shall notify the employee and the Union within 5 working days of the original request for a transfer to a vacant position, as to the reason for a denial of the aforementioned request.
- D. Provided the qualifications are equal, all transfers and/or requests for transfers shall be made on the basis of an employee's seniority as set forth in this agreement. It is understood that this shall not be grieved beyond the second step.

ARTICLE VIII
CALL IN TIME

- A. An employee who is requested and returns to work during periods other than his regularly scheduled shift, shall be guaranteed not less than (3) hours pay, and shall for purposes of computing overtime be deemed to have worked (3) hours, regardless of the number of hours actually worked. However, subject to the guaranteed three (3) hours work, such employee shall only be paid for the hours actually in the premises after he has punched in his time card. He shall not be paid for travel time. This paragraph shall not apply to other regularly advanced scheduled hours, including but not limited to instructions or voter registration.

ARTICLE IX
RATES OF PAY

- A. Starting on the date of the signing of this agreement, any employee who does not receive a promotion or salary parity adjustment for a period of three (3) years from his or her date of hire, last promotion date, or salary parity adjustment date will move up to the next level on his or her respective pay scale. For example: A Job 2, step 2 employee who reaches the 3 year anniversary date of his or her promotion to Job 2 employee without a promotion would receive an adjustment to their pay so that they would be receiving the Job 2, step 3 pay. A new employee hired after the signing date of this agreement, who reaches his or her third year anniversary from the date of hire who has not been promoted to the Job 2 classification would advance on the pay scale to the next step on that scale (Job1, step1 to Job1, step2). Such parity increases will continue until the employee's separation from the employer. There shall be no automatic annual movement on the scale.
- B. It is also agreed and understood that in the event any newly created titles, not enumerated in the Collective Bargaining Unit, are added to the present list of job description, the Superintendent of Elections and the union shall meet within ten days to negotiate the compensation for these titles.
- C. When an employee is assigned to work in a higher rated classification, the employee shall receive the higher rate of pay, after the five consecutive working days or an aggregate of 20 separate full days in any calendar year. Employees will be assigned on a rotational basis. The employees shall be paid at the rate of their own classification when performing work in a lower paid classification.
- D. Employees under on-the-job training will not exceed two (2) consecutive weeks. The employer cannot use on-the-job training to avoid using employees in a higher classification, once training period is completed. Any employee undergoing on-the-job training shall be paid at the rate of his own classification.
- E. Employees who are re-assigned for a week day under another classification and/or job description and due to such re-assignment cannot complete their regular assignment, shall not be subject to discipline under work performance.
- F. An employee who is requested to make a lateral move in the same classification but a different job description and is to be permanent shall have the right to discuss the issue with the employer and the Union.
- G. All employees covered by this Agreement shall receive the following increases as detailed in the attached salary guide:

1. Effective pay period one of 2006 4%
2. Effective pay period one of 2007 4%
3. Effective pay period one of 2008 4%

4. Effective pay period one of 2009 4%

Starting salary will be the Job 1, step 1 salary for the year that the employee is hired

I When assigned to initial Job Title, IE Job 1,2,3 or 4 employee will remain at same step

**ARTICLE X
EMPLOYEE EXPENSES**

- A. Employee required to travel on authorized necessary Superintendent of Elections business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate per mile upon the submission of a proper certification.
- B. The employer agrees to provide job related uniforms to those employees when required by the employer to wear a job related uniform in the functions of the job.
- C. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two payments of an employee each month.

**ARTICLE XI
INSURANCE**

A. The employer may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits are provided as in the 1980 contract.

1. Effective the signing of this Agreement, the prescription co-pays shall be as follows:

Base Salary	Co-Pay
Under \$30,000	\$11 Brand Name \$6 Generic \$16 Mail-in
\$30,001 to \$50,000	\$13 Brand Name \$6 Generic \$18 Mail-in
\$50,001 to \$70,000	\$15 Brand Name \$6 Generic \$20 Mail-in

After the purchase of three (3) consecutive months of maintenance prescription drugs, the employee shall have to pay an additional surcharge of 25% of the prescription cost if not enrolled in the Mail-in program unless the prescription drug cannot be prescribed for ninety (90) days or cannot be mailed. The decision of the County to require maintenance prescription drug surcharge as set forth above shall be appealable through the grievance procedure.

2. For any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 co-pay in addition to the relevant co-pay. The TPA will publish a list of such medications once a year.
3. Effective the signing of this Agreement, all employees will have the choice of enrolling in the Preferred Providers Program (PPO) pursuant to the plan description in effect January 1, 1999, or any of the HMOs. The traditional, self-insured indemnity plan will not be an option. The County agrees that in the event that a dependent or a retiree resides for at least more than one month of the year in a location that is not covered by the network, the County will enroll that dependent or retiree in the traditional, self-insured indemnity plan. A location that is not covered by the network is defined for purposes of this clause as one

that is 20 or more miles away from a network physician and/or hospital.

- a. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.
 - b. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
 - c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.
4. a. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. You MUST CALL Patient Care Management (800-952-3404) for confirmation that a Second Surgical Opinion must be obtained for certain surgical procedures. If no second opinion is submitted or the requirement for a Second Surgical Opinion has not been waived by Patient Care Management the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's Self-Insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
 2. Cataract Removal
 3. D & C (Dilation and Curettage)
 4. Hemorrhoidectomy
 5. Herniorrhaphy
 6. Hysterectomy
 7. Knee Surgery
 8. Spinal and Vertebral Surgery
 9. Ligation and Stripping of Varicose Veins
 10. Mastectomy or other Breast Surgery
 11. Prostatectomy
 12. Submucous Resection
 13. Tonsillectomy and/or Adenoidectomy
- b. All hospitalizations of a non-emergency nature must be pre-certified to

D

verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-certification Administrator to arrange for this pre-certification. Denial decisions by the Certification Administrator may be appealed to the County Director of Insurance who shall be bound by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedure. If any employee does not follow this procedure, the County's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

1. Tonsillectomy and/or Adenoidectomy
2. Simple hernia repair
3. Excision of skin lesions and cysts
4. Minor gynecological procedures
5. Cataract Removal
6. Dilation and Curettage
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection
11. Biopsies
12. Correction of Hammer Toe
13. Removal of Foreign Body
14. Vasectomies
15. Bronchoscopy
16. Laryngoscopy
17. Minor Fractures

6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.

7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
8. Participants in the County's self-insured health benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.
9. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
10. The County shall provide through their self-insured plans as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a Physician so prescribes; and (2) PAP smears of the type prescribed by the employee's or dependents Physician at least once annually.
11. Effective August 13, 1996, benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
12. Effective August 13, 1996, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retirees claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover - as if it were the primary plan.
13. All new employees hired after August 13, 1996 but prior to August 26, 2004 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
----------------------------	-----------------------------

1

20%

20

2	18%
3	16%
4	14%
5	12%
6	10%
7	8%
8	4%

Current Employees covered under this agreement not already contributing will pay a portion of their health benefits and prescription coverage through payroll deduction according to the following schedule;

Under \$30,000	2.5%
\$30,001 to \$70,000	5%
\$70,001 and up	7.5%

All new employees hired after August 26, 2004 but prior to the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

Years of Service	Percentage
1	20%
2	20%
3	20%
4	17%
5	17%
6	13%
7	13%
8	10%
9	10%
10	10%

All new employees hired after the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

1 to 3 years	25%
4 to 5 years	22%
6 to 7 years	18%
8 to 12 Years	15%
12 years and up	10%

14. All employees who retire from the County on or after July 1, 2003, and who, at the

AD

time of retirement: (a) have retired on an ordinary disability pension, or (b) have at least 25 years of service credit in a State or locally administered retirement system, or (c) are age 62 or older with at least 15 years of County service, shall be entitled to receive all health and prescription benefits as set forth in Section A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on an annual basis: Co-pays if any after retirement are to be based on Pension salary.

<u>Years of County Service</u>	<u>Participant Co-pay</u>
Under 15	COBRA Only
15 to under 20 years	25%
20 to under 25 years	15%
25 years and over	0%

Any employee hired after the signing date of this of this contract shall be eligible For full benefits with relevant premium payment at 55 years of age and 25 years of service or 62 years of age and 15 years of service. Retirement at an earlier length of service eliminates eligibility for the health care benefits package. Co-pays after retirement to be based on pension salary

The County will pay one hundred percent (100%) of the health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired on an accidental disability pension.

Any participant who is ineligible for retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed 120 days at a cost of fifty (50%) percent of the County's actual cost.

April 1st of each year is the County uniform "anniversary date" for all employees regardless of the month of hire during the year, and will be used as the annual date when health benefit co-payments are adjusted based upon date of eligibility

15. Effective the signing of this agreement, all participants in an HMO or the PPO shall be subject to a twenty dollar (\$20.00) co-pay for all visits to a primary physician and a twenty-five dollar (\$25.00) co-pay for all visits to specialists. Hospital and miscellaneous Co-pays as per the attached available health care plan summaries.
16. The County agrees to implement a Section 125 Premium Conversion Plan (pre-tax new employee contributions).

BA

17. The County will standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if in school. Employees who are enrolled in an HMO may voluntarily opt to cover a dependent until the age of 30 for an additional premium charge. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.

B. Eligible employees covered by this Agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program" ("opt out"). Participation in this program is totally voluntary and is intended for those eligible employees who are covered by health insurance through a working spouse not receiving coverage as the result of employment by Camden County, a Camden County Row Office, the Camden County Mosquito Commission, the Camden County Superintendent of Schools, the Camden County Prosecutor's Office, the Camden County Health Services Center, the Camden County Library System, the Camden County Municipal Utilities Authority, the Camden County Improvement Authority, the Camden County Pollution Control Authority, the Camden County Superintendent of Elections, or the Camden County Board of Elections or who choose not to maintain the County's health coverage. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement from another public entity in New Jersey are not eligible for opt out. Employees on non-paid leave of absence shall not receive Opt-out payments

If two employees are married or qualify as domestic partners, and both are receiving health insurance coverage from a County Agency, neither employee may participate in the Opt-out program.

If two employees are married or qualify as domestic partners, they may be covered Individually as an employee, or as a dependent under his or her spouses county plan, but not both

1. If an eligible employee chooses to participate in this program and drops employee and/or spouse and/or dependent coverage, the eligible employee shall receive a monetary incentive.
2. Eligible employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an eligible employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will restore the employee, his or her spouse and/or dependents to coverage under the County's Self-Insured Plan for the remainder of that year, effective the first day of the following month. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. The employee can opt out any time during the year but must remain in the program for one full year.

3. All employees who are entitled to receive opt out and are not subject to the phase out set forth above and who elect to participate shall be paid the following amounts on a monthly basis:



Health Insurance

Change in Coverage

Opt Out Amount Paid

From Family to No Coverage	\$415.83
From Parent/Child to No Coverage	242.13
From Husband/Wife to No Coverage	307.94
From Single to No Coverage	143.16
From Family to Parent/Child Coverage	173.70
From Family to Husband/Wife Coverage	107.89
From Family to Single Coverage	272.68
From Parent/Child to Single Coverage	98.98
From Husband/Wife to Single Coverage	164.79

Prescription Benefits

From Family to No Coverage	174.33
From Husband/Wife to No Coverage	174.33
From Parent/Child to No Coverage	102.63
From Single to No Coverage	60.29
From Family to Parent/Child Coverage	71.71
From Family to Single Coverage	114.04
From Parent/Child to Single Coverage	42.34

4. The incentive payments provided shall be paid monthly and appropriate deductions shall be made from the gross incentive amount.
5. The optional health benefits program shall be available to all new eligible employees on their hire date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees at the time of their retirement.
6. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

C. It is further agreed between the employer and the union that the employer shall pay or cause to be paid to the South Jersey Public Employees health and welfare fund the sum of \$225 per year for 1999 and \$316 per year effective 2000 for each full time employee provided however, that benefits are available to all employees represented by the bargaining unit. It is understood and agreed that the sole and exclusive obligation of the employer regarding the fund is to pay the premium in accordance with the above language. There shall be no liability on the part of the employer arising in any way out of the administration of the fund. In this regard, the union shall indemnify and hold harmless the Employer for any liability incurred by the employer arising out of non-payment of claims by the fund. The union shall intervene in and defend any administration of the

fund. In any such litigation the Employer shall have no obligation to defend the fund but shall cooperate with the union in such defense. The union further agrees to make available to the employer annual audits or reports dealing with said funds as same shall become available.

D. The employer will provide each employee with disability insurance coverage provided by the state of New Jersey for non-job related disabilities if and when the employee should become eligible, as the employees were not eligible at the time of contract execution to receive these benefits

E. Employees will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 90 days of the event. The employee's liability is capped at \$3,000.

**ARTICLE XII
SICK LEAVE**

- A. Employees in the service of the employer shall be entitled to the following sick leave of absence with pay. One (1) sick leave day for each month of service from the date of appointment up to the employee's first anniversary of employment; sixteen (16) days sick leave with pay for each calendar year thereafter. Unused sick leave shall accumulate to the employee's credit from year to year, and an employee shall be entitled to use such accumulated sick leave if and when needed. Sick leave for purposes herein shall be defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of employee's position, exposure to contagious disease, and a short period of emergency attendance upon a member of the employee's immediate family critically ill and requiring the presence of such employee.
- B. If an employee is absent five (5) consecutive working days for any of the reasons set forth in the above rule the employer shall require acceptable evidence of the illness from a licensed physician. The length of time the employee was absent shall be stated on the doctors certificate.
- C. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition (F) of sick leave herein above set forth shall notify his immediate supervisor by telephone or personal message within one half hour after beginning time of the employees shift.
- D. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local department of health.
- E. An employee who leaves on account of illness after reporting to work shall be paid for the hours he actually worked and the balance of his time off shall be charged against sick time.
- F. Abuse of sick leave shall be cause for disciplinary action. The employer may require adequate proof of illness. Abuse of sick leave shall exist where an employee shall have eight (8) or more instances of illness in three pay periods or sixteen (16) or more instances of illness in nine (9) pay periods or three instances prior to or following weekends in three (3) pay periods. An instance of illness shall be defined to be in the amount of consecutive time taken off for a single, separate illness.
- G. When employee sick leave balances are exhausted they may request the use of earned vacation and/or compensatory time for sickness. Such requests and usage will be subject to all conditions as set forth in paragraphs (A) Through (F) above.

ARTICLE XIII
UNUSED SICK TIME PAYMENT UPON RETIREMENT

- A. A permanent employee who enters retirement pursuant to the provisions of an approved retirement system and has to his credit any earned and unused and accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave at the 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 such supplemental compensation payment shall exceed \$15,000. Only sick leave accumulated from January 1, 1976 until the signing date of this contract will be used to compute the cash payment. This supplemental cash payment shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for 1 year.
- B. Any employee hired after the signing date of this contract will no longer be eligible for the sick time sell back program.

ARTICLE XIV
JURY DUTY

- A. Any employee called for jury duty shall not suffer a loss of pay. The employee shall be given his regular pay as if he had worked during the days he performs his jury service. In the event the employee is paid for his jury service he shall, forthwith, turn over his check for jury service to the office of the Treasurer of Camden County who shall supply the employee with a receipt for said check.

JP

**ARTICLE XV
BEREAVEMENT LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of regular pay which in no event shall exceed five (5) working days all of which shall be taken between the day of death and five (5) working days after the funeral.
- B. The term 'Immediate family' shall include mother, father, mother-in-law, father-in-law, parental guardian, brother, sister, step-sibling, spouse, children, grandchildren or resident foster children of employees, step children, stepparents, and significant member of the household.
- C. In the event of the employee's grandparents, brother-in-law or sister-in-law's death, the employee will be granted two (2) days off without loss of regular pay all of which shall be taken between the day of death and three days after the funeral.

**ARTICLE XVI
MILITARY LEAVE**

- A. An employee who is a member of the national guard or reserves of the military or naval forces of the United States and is required to undergo annual field training will be granted a leave of absence in accordance with the provision N.J.S.A. 38:23-1.

AD

ARTICLE XVII
LEAVE OF ABSENCE

- A. Up to two members of the Union who are elected or designated to attend a function of the unions international or other subordinate body, shall be permitted to attend such functions up to three (3) days per year and shall be granted the necessary time off, with pay with one week's notice to the employer. In addition, said delegate shall be permitted up to five (5) days off, every two (2) years, with pay, to attend the Union's international convention, subject to the above notice requirement. This right of attendance shall be governed by any conditions, restrictions or limitations contained in the international constitution of the union, provided said conditions do not conflict with this paragraph. This leave shall only be granted to an employee if it can be taken without disrupting the normal day to day operations of the employer and shall not be unreasonably denied.
- B. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the armed forces of the United States, or with any organization authorized to serve therein, or with the armed forces of this State in time of war or emergency, or pursuant to or in connection with the operation of any system of selected service. Employees having only temporary status who enter upon such active duty will be regarded as having resigned.
- C. A permanent employee who is temporarily incapacitated to perform his duties due to either physical or mental reasons, or one who wishes to engage in an appropriate course job related study, or for any reason considered valid by the employer may be granted a special leave of absence without pay by the employer not to exceed six (6) months. Said special leave may be extended for another period not to exceed six (6) months with the approval of the employer. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.
- D. An employee who is a member of the Union and who was lawfully elevated to an official full time position in the parent Union may be granted a leave of absence without pay to attend to his official duties not to exceed one year. Said unpaid leave may be renewed by the employer for one additional year upon request.
- E. Employees returning from authorized leave of absence as defined above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits. However, during the period of such leave of absence seniority rights shall not accrue.
- F. Maternity leaves without pay shall be granted in an amount not to exceed six (6) consecutive months in total either prior to the date of birth of the child or after the date of birth of the child.

- G. The Union shall be provided with a maximum of seven (7) days off with pay for Union business for each contract year, noncumulative. These days are to be used by the local president and/or his/her designee. This leave must be approved in advance by the appropriate supervisor and is subject to the limitations that it shall not interfere with the orderly requirements of the Superintendent of Elections operations.
- H. All leaves shall conform to the Federal Family Medical Leave Act and the New Jersey Family Leave Act.

**ARTICLE XVIII
WORKERS' COMPENSATION**

- A. When an employee is injured on duty, the employee is to receive Worker's Compensation due the employee plus the difference between the amounts received as Worker's Compensation and his net salary during the period of temporary disability, to a maximum of forty five working days. In the event of continued temporary disability beyond the forty five day period aforementioned, the eligible employee will continue to receive the workers' compensation. If employee is entitled to use and authorizes the employer to charge time to accumulated sick leave, the employee may receive the difference between the amount received as workers' compensation and his salary.
- B. An employee who is injured on the job and is sent home or to the hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

**ARTICLE XIX
SENIORITY**

- A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire, and other provisions of this contract.
- B. An employee having broken service with employer shall not accrue seniority credits for the time he was not employed by the employer.
- C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply; if hired prior to the effective date of this agreement seniority preference among such employees is already shown on the employer's payroll records, first name, first preference etc. For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order of the employee's name.
- D. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to the union upon reasonable request.
- E. In cases of demotions, layoffs, recall, and vacation schedules, an employee with the greatest amount of seniority within the job titles shall be given preference, provided he has the ability to do the work. Employees shall retain seniority in his or her prior position and in the event an employee is laid off he or she shall have the right to revert to his or her prior position provided he or she has seniority in the prior position. All persons to be laid off shall receive minimum of forty-five (45) days notice. Such notice shall simultaneously be served on the local union president.
- F. Whenever possible, the employer will promote from within the bargaining unit, rather than hire from the outside; however, it is expressly understood that this subsection may not be grieved beyond the second step, specifically the Superintendent of Elections and/or the Deputy Superintendent. In cases involving promotion, seniority and qualifications shall be considered in determining entitlement to promotion.
- G. Upon notification of promotion, the following procedure shall be used to determine the new salary:

1. Locate your current salary using promotional scale
 2. Move down one step and over one column to your new salary
- example;
- | | | | |
|-------|------------|-------------|---|
| | 1 | 2 | 3 |
| Job 1 | ▼28,048.48 | | |
| Job 2 | ▼30,688.26 | ▼ 32,342.36 | |

If an employee is at the maximum on any step and receives a promotion, that employee will move to maximum if the promotion is to the next consecutive numerical step; Level 9 if the promotion is two consecutive numerical steps; Level 8 if the promotion is three consecutive numerical steps; Level 7 if the promotion is four consecutive numerical steps, etc.

ARTICLE XX
PROBATIONARY PERIOD

- A. Employees who work thirty hours or more per week shall receive the same benefits as other employees after ninety days continuous employment. The intent of this provision is to allow employees to become permanent after ninety days continuous employment.

AP

ARTICLE XXI
HOLIDAYS

- A. The following days are recognized as paid holidays: New Year's Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, General Election Day, Martin Luther King Day and three (3) days of administrative leave. An employee shall request his day of administrative leave at least one week in advance from the employer whose approval shall not be unreasonably withheld.
- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated the following Monday at the employees option, either immediately before or after his vacation period. There shall be one day of celebration in the event the holidays are celebrated on a day other than the actual date of said holiday, no additional pay shall be received because of the adjustment on the day of celebration.
- C. When County offices are closed for business, the Superintendent of Elections shall also be closed for business, unless the orderly requirements of the business of Superintendent of Elections require the office be open. In that event, the employee shall be given a compensatory day at a later date.
- D. An employee shall request the use of Administrative Leave at least one (1) week in advance of which approval shall not be unreasonably denied.
1. Administrative Days may be taken in hours.
 2. Administrative Days may be utilized for emergencies for unforeseen occurrences which necessitates the presence of the employee of which the individual had no prior knowledge.
 3. The call to request the use of such time must be made one (1) hour prior to the start of the working day and no later than one (1) hour after the start of that employee's shift.

**ARTICLE XXII
STRIKES & LOCKOUTS**

- A. In addition to any other restriction under the law, the union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, and the employer shall not cause a lockout.
- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the employer and that the union shall take such other steps as may be necessary under the circumstances to have the employee return to work or discontinue the job action.

ARTICLE XXIII
LONGEVITY

A. Longevity payments will be made to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made on or about December 1, of each year, in a separate check issued to eligible employees. In order to be eligible for longevity payments employees must have permanent status. Employees must also have a minimum of five years of continuous full time service in the year longevity is to be paid. Regardless of when the employees actual anniversary date falls, making him eligible for longevity pay, the check will be issued in December for the full amount due.

5 year service 2% of annual pay
7 year service 3% of annual pay
10 year service 4% of annual pay
15 year service 5% of annual pay
20 year service 6% of annual pay

B. Any employee retiring during the course of the year shall be entitled to longevity to be paid on a prorated bases.

ARTICLE XXIV
EQUAL TREATMENT

- A. The employer agrees that there shall be no discrimination shown for reasons of sex, age, nationality, race, religion, marital status, outside political activity, union membership, or union activities.



ARTICLE XXV
VACATIONS

A. Permanent full time employees in the County Service shall be entitled to the following annual vacation with pay:

0 to 1 year---12 days
1 to 5 years--13 days
5 to 10 years-14 days
10 to 15 years-18 days
15 to 20 years 20 days
20 to 25 years- 25 days
25 years and up- 28 days

B. Said employee shall have the right to take all vacation days that they would be entitled to for the year at any time during the year provided it can be done without disrupting the normal work schedules. All vacations must be applied for in writing to the employer by April 30th. The Employer shall post vacation scheduled by May 15th of each year.

C. Where in any calendar year the vacation leave or any part thereof is not used such vacation period shall accumulate and shall be granted during the next succeeding calendar year only, or it shall be lost.

D. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

E. In the event of a conflict in requested vacations, seniority shall prevail.

F. In the case of a deceased employee with vacation credits, the employee's estate is paid equal to the compensation figure on his salary rate.

ARTICLE XXVI
WORK RULES

- A. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established, unless said new rules or modifications are deemed to be a management prerogative necessary for the efficient day to day operation of the Superintendent of Elections. Such rules should be equitably applied and enforced. The employer agrees to post such new rules ten (10) days prior to their becoming effective.
- B. All employees shall clock in by 9:00 a.m., and each employee is responsible for his own time. No employee shall clock in or clock out for any other employee and shall only be permitted to clock in or clock out for himself.

ARTICLE XXVII
CONTRACTING AND SUBCONTRACTING PUBLIC WORK

- A. During the term of this agreement, the employer may, for the purposes of economy or efficiency contract out or subcontract, or consolidate with other governmental units, any work performed by the employees covered by this agreement provided at least thirty days advance notice is given. This thirty day notice requirement shall not preclude the Superintendent from bringing in an outside contractor if the work cannot be performed by the employees.

**ARTICLE XXVIII
DISCIPLINE**

- A. Discipline shall include the following disciplinary actions which shall be progressively imposed unless the nature of the offense justifies bypassing a step.
1. Oral Warning
 2. Oral reprimand
 3. Written reprimand
 4. Suspension of 5 days or less
 5. Suspension of 6 days or more
 6. Discharge.
- B. No employee shall be disciplined without just cause.
- C. When discipline is imposed which involves those penalties cited in Paragraph A.1-6 above, written notice of such discipline shall be given to the employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts or conducts upon which the charge is based and the nature of the discipline. The employee may appeal the matter to the Superintendent within twenty (20) days of the notice of discipline. The Superintendent or his deputy will convene a hearing within twenty (20) working days after receipt of such an appeal. The Superintendent or his deputy shall render a written decision within twenty (20) working days from the date of such hearing. The employee may be represented at such hearing by a Union representative. The decision of the Superintendent or his deputy may be appealed only by the union to arbitration. Such appeal must be made within thirty (30) working days of the date of the Superintendents decision. Appeals to arbitration shall be made by seeking the appointment of an arbitrator by the Public Employment Relations Commission. The decision of the arbitrator in these cases shall be advisory only. In the event that any hearing is postponed, the employer or the union as the case may be, shall, within twenty (20) working days request a new hearing in writing. The new hearing date will be scheduled within forty-five (45) working days of said request, unless mutually agreed to by both parties.
- D. Discipline may be given for failure to perform duties satisfactorily after two prior warnings regarding alleged unsatisfactory performance.
- E. An employee shall not be reprimanded publicly in a manner that would cause undue embarrassment.
- F. Employees shall receive copies of oral warnings. Such oral warnings for the purpose of progressive discipline shall be valid for 1 year after which the oral warning shall be removed from the employee's file.
- G. If an employee who has had an abuse of sick time disciplinary action goes for a period of

two years without another write up for that same offense, he or she will not be brought up to the next level of progressive discipline on the next offense but shall be disciplined at the same level as the last disciplinary action

**ARTICLE XXIX
REST PERIODS**

- A. All employee work schedules shall provide for a fifteen minute rest period during each half day. The rest period shall be scheduled at the middle of each half shift whenever feasible.



**ARTICLE XXX
SAFETY & HEALTH**

- A. The employer shall at all times maintain safe and healthful working conditions. However, it is expressly agreed and understood that unless the alleged unsafe and unhealthful working conditions are deemed to be extreme in nature they shall not be subject matter of a grievance.
- B. Upon request of the employer or the union the County Safety Director shall be permitted reasonable opportunity to visit work locations throughout the Employer facilities where employees covered by this agreement perform their duties for purpose of investigating safety and health conditions.
- C. Employees required to leave work by the employer or the County Safety Director because of unhealthy or unsafe working conditions shall be paid their regular rate of pay to the end of their respective shifts.
- D. In the event the County Safety Director determines at his discretion that employees shall be dismissed due to unhealthy or unsafe working conditions said recommendations shall not be unreasonably denied or ignored by the Superintendent
- E. Employees who regularly work four or more hours per day operating a video display terminal shall be eligible for reimbursement for the cost of eyeglasses on a once a year basis provided that:
1. An ophthalmologist verifies, in writing, that the glasses are needed specifically to work on video display terminals.
 2. The reimbursement shall be the lessor of the actual verifiable cost or \$100.00.
- F. The Superintendent shall appoint two members and the Union shall appoint two members to a Safety Committee which will meet twice a year to investigate and recommend action on issues brought to it by employees or management.

ARTICLE XXXI
GRIEVANCE PROCEDURES

- A. A grievance is defined as a claimed breach, misinterpretation or improper application of the terms of this contract.
- B. The purpose of this procedure is to assure at the lowest possible level, prompt and equitable solutions of problems arising from the administration of this contract by providing an exclusive vehicle for the settlement of employee grievances.
- C. No grievance settlement reached under the terms of this contract shall add to, subtract from, or modify or vary any term of this contract.
- D. After step one, hereinafter set forth, all grievances shall be presented in writing. The following constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by mutual consent.
1. Within (10) ten days after the occurrence which forms the subject matter of the grievance, the affected employee and/or his union representative shall meet with the administrator in the Superintendent's office after giving notice of intention to do so in an effort to amicably adjust the grievance. The decision by the administrator must be made within five (5) days after said meeting.
 2. Within ten (10) days after the decision of the administrator is made or is due the affected employee has the right to further process his grievance with the Superintendent of Elections or his deputy who must decide on the grievance within ten (10) days after the date of the grievance meeting.
 3. Within ten (10) days after response from the Superintendent or his deputy or within ten (10) days after it is due, the Union may appeal said determination within thirty (30) days, to arbitration by seeking the appointment by the PERC of an arbitrator who shall make a binding determination.
- E. The arbitrator shall be bound by the provisions of this agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement therefore. The decision of the arbitrator shall be final and binding upon the parties and shall be in writing with reason therefore.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision at

any step in the grievance is not rendered within the time limits prescribed for decision, it shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at a step in the grievance procedure.



**ARTICLE XXXII
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 non controversial, non-political nature.
- B. It is agreed that representatives of the Employer and the Union will meet once a month at the request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party and precise agenda shall be established.
- C. Employees who are covered by this agreement shall perform the duties and responsibilities outlined for their positions by the Employer.
- D. Personnel files shall be kept strictly confidential and, other than management only the individual employee shall be allowed to view his or her own file.
- E. Employees are responsible for notifying management as soon as possible of any changes in address and/or telephone numbers. Telephone numbers shall be kept confidential and shall not be circulated in the office.
- F. The Shop Steward shall be allowed a reasonable amount of time during the work day (up to one hour per day) too attend to informal problem solving efforts and discussions with management and investigate possible grievances with the permission of management
- G. The Union shall have the right to use the employee lunchroom during breaks and lunch's to conduct meetings about its administration. Contract negotiations and ratification meetings shall take place during the workday and not be subject to any scheduling requirements of management other than a 48-hour notification of the need for such a meeting. Those meetings will be kept to as short a duration as necessary and no other Union business will be conducted at that time.

**ARTICLE XXXIII
SEPARABILITY & SAVINGS**

A. Each and every clause of the agreement shall be deemed separable from each and every other clause of this agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation will be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

12

**ARTICLE XXXIV
MANAGEMENT RIGHTS**

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and the United States.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the employer, the adoption of policies, rules and regulation and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof and in conformance with the Constitution and laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the employer of its rights, responsibilities and authority under R.S 40A or any other National, State, County or local laws or regulations.

ARTICLE XXXV
FULLY BARGAINED AGREEMENT

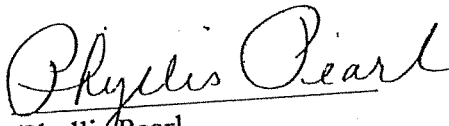
A. This Agreement represents and incorporates the complete and final understanding and settlements by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such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

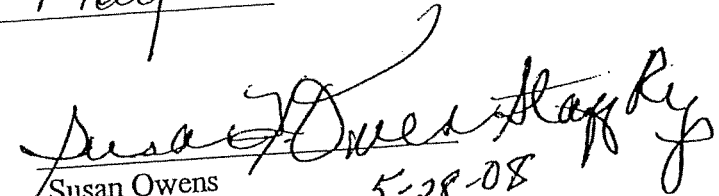
7

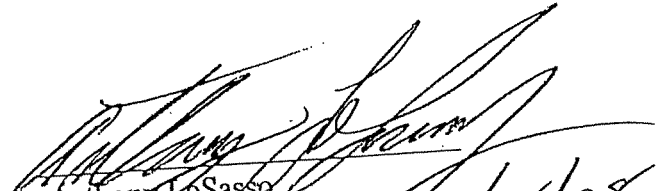
ARTICLE XXXVI
TERMINATION

- A. This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect up to and including December 31, 2009, without any reopening date. To commence negotiations for a successor agreement, either party shall notify the other in writing, no sooner than one hundred eighty (180) nor later than one hundred and twenty (120) days prior to the expiration date of this Agreement.
- B. Within forty-five (45) days after receipt of the aforementioned notification, if any, a meeting shall be held between parties for the sole purpose of establishing ground rules regarding the commencement of negotiations.

Agreed on this 24th day of May 2008


Phyllis Pearl
Superintendent of Election


Susan Owens
AFSCME Council # 71 5-28-08


Anthony LoSasso
AFSCME Local 1911 5/28/08

22

APPENDIX A

DEFINITION: CLERK, (JOB1)

Under the direction of managerial personnel in the Superintendent of Elections office, a "Job 1" employee performs repetitive clerical work of a routine nature; the employee will also be able to perform inquiries and basic inputting of marked up new Voter registration forms on a Window's based operating system

EXAMPLES OF WORK

- Maintains archived records and files. Sort, file and pull various types of material utilizing established systems
- Basic typing and computer skills, and a working knowledge of windows based operating systems.
- Input only, of new Voter registration forms that have already been "marked up" by the appropriate level employees. Scans necessary documents into computer system.
- Assists in the correlation of the Poll books and assists in the binding and printing process.
- Unpacks Election supply bags upon their return, and may assist in the delivery and packing of the bags as required.
- Assists in the provisional ballot counting process working as runners
- Specific Election situations may require additional duties subject to all provisions of the Collective Bargaining Agreement.
- Open, date and time stamp incoming mail and send to the appropriate employee for dissemination through the office.
- Updates Poll books after Elections

REQUIREMENTS:

High school diploma or equivalent. Ability to operate a Window's based computer operating system and follow established procedures. Potential new employees who may be hired after the signing date of the contract must pass a typing (20 words per min. 95% accuracy) and computer skills test

DEFINITION: SENIOR CLERK, DATA, RECEPTIONIST, AND INVESTIGATOR, (JOB2)

- Under the immediate supervision of managerial personnel in the office of the Superintendent of Elections, the Job 2- Data and Receptionist employee does predominately computer related work requiring a thorough knowledge of Election laws and procedures. Job 2 - Investigators assist in the prevention of voter fraud by creating and processing accurate detailed investigative reports, as well as phoning voters and Governmental agencies to ascertain correct voter registration information and performing data related work as required.

EXAMPLES OF WORK

- Process any voter name changes, address changes.
- Inactivates or reactivates voter status as required.
- Inputs new voter registrations.
- Does corrections to basic information in Voter files (Spelling errors, DOB information, etc.) (Data)
- Sort and distribute returned sample ballots and confirmation and verification cards.
- Tracks down inaccuracies in voter information (Investigators)
- Investigates returned ballots as required and does canvassing if necessary. (Investigators)
- Process any DMV voter registrations as required
- Change or add voters party affiliation requests.
- Process Provisional ballots after elections
- Check and void faulty ID cards, review returned verification, acknowledgement, and confirmation cards and modifies voter data accordingly
- Specific Election situations may require addition duties subject to all provisions of the Collective bargaining Agreement
- Process all transfers, which have been "marked up".

REQUIREMENTS:

Valid New Jersey drivers license (Investigators only) -5 Years experience at the Superintendent of Elections Office -Ability to operate windows based operating system and follow established procedures. Ability to perform all Job 1 duties as listed.

DEFINITION: PRINCIPAL CLERK INSPECTOR (JOB3)

Under the direction of managerial personnel from the Office of the Superintendent of Elections; a Principal Clerk Inspector shall perform all the varied tasks involved in reviewing all Election forms. Has a thorough knowledge of Election law and exercises frequent independent judgment in reference to the analysis of complex Voter registration situations.

EXAMPLES OF WORK:

- "Marks up" incoming voter registration forms and correspondence and disseminates throughout the office.
- Performs all the duties and work required of the Senior Clerk and Clerk when necessary.
- Makes any necessary street changes in the computer operating system
- Process any necessary removals of registered voters from the computer system. IE; Deceased, Disenfranchised, Duplicates and various other types of removals.
- Process any Permanently Disabled and military voter requests.
- Works with the Board of Elections on redistricting
- Transfers voters from returned sample ballots(old NVRA code 4).
- Reactivates Voters who are in an inactive status.
- Phones Municipal offices about Street changes, Number ranges on streets and District information.
- Works with Management personnel to develop and implement new procedures as necessary

REQUIREMENTS: 7 Years as a Clerk in the Superintendent of Elections office relative to all departments, operations and procedures. Ability to perform all Job 1 and Job 2 duties as listed.

DEFINITION: ELECTION DEPUTY/VOTING MACHINE TECHNICIAN (JOB 4)

Under the immediate supervision of management personnel in the Office of the Superintendent of Elections, the Job 4 employee is responsible for maintaining and organizing all aspects of the electronic voting machines.

EXAMPLES OF WORK

- Assists the Superintendent of Elections with special projects related to Elections.
- Assists the Superintendent of Elections by performing investigations of a sensitive nature.
- Assists with special voter projects and outreach.
- Facilitates special projects deemed necessary for Election Day.
- Assist the Superintendent of Elections in developing Election Day strategies with regard to voting machines.
- Organizes the delivery of voting machines, which includes communication with various polling places and municipalities. Also includes the supervision of personnel from other County agencies as well as outside contractors hired to deliver machines.
- Responsible for ensuring that all machines are kept in maximum operational order, including but not limited to: performing set-up diagnostics, systems test, charging machine batteries on a scheduled basis, and performing corrections for error codes on the machine as well as other non-mechanical malfunctions.
- Facilitate the preparation of machines for elections. Including but not limited to: resetting machines from previous elections, conducting set-up diagnostics, placement of ballot faces, installation of emergency ballots, checking and replacing printer paper rolls, ensuring machines are in election mode prior to shipping, closing and locking machines.
- Attends and completes all machine training classes and seminars.
- Organizes and accounts for all voting machine keys kept at the warehouse.
- Organizes the machine cartridges in numeric order.
- Organize and file testing printouts from machines for each election.
- Assists outside agencies with machine certification.
- Prepares machines for certification.
- When necessary prepares machines for recounts.
- Serve as on-call machine technicians on Election Day for the deployment of spare voting machines and/or parts.

REQUIREMENTS- Valid New Jersey driver license, 7 Years experience in the Superintendent of Elections office, Thorough knowledge of Election law under Title 19. Must have proven mechanical / electronic aptitude and an ability to work by themselves and be organized and efficient.

2

Pay Scales

2005 Salary Scale	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	Max
A-10	\$23,848.89	\$25,082.80	\$26,316.74	\$27,550.65	\$28,784.59	\$30,018.50	\$31,252.42	\$32,486.31	\$33,720.27	\$34,953.82
A-11	\$24,935.00	\$26,241.45	\$27,547.90	\$28,854.35	\$30,160.80	\$31,466.47	\$32,773.69	\$34,080.15	\$35,383.03	\$36,693.04
A-12	\$26,081.98	\$27,461.73	\$28,841.45	\$30,221.19	\$31,600.93	\$32,980.67	\$34,360.39	\$35,740.14	\$37,118.35	\$38,499.60
A-13	\$27,281.75	\$28,752.24	\$30,222.71	\$31,693.20	\$33,163.68	\$34,634.18	\$36,104.65	\$37,575.14	\$39,045.61	\$40,516.10
A-15	\$29,849.10	\$31,487.98	\$33,126.87	\$34,765.76	\$36,404.67	\$38,043.55	\$39,682.44	\$41,321.33	\$42,960.23	\$44,599.12
A-16	\$31,234.89	\$32,969.17	\$34,703.48	\$36,437.76	\$38,172.06	\$39,906.35	\$41,640.63	\$43,374.93	\$45,109.21	\$46,844.39
A-17/Warehouse		46,137.62	46,504.69	51,817.43						
		Murray	Traynor	O'Leary						
2006 Salary Scale										
A-10	\$24,802.85	\$26,086.11	\$27,369.41	\$28,652.68	\$29,935.97	\$31,219.24	\$32,502.52	\$33,785.76	\$35,069.08	\$36,351.97
A-11	\$25,932.40	\$27,291.11	\$28,649.82	\$30,008.52	\$31,367.23	\$32,725.13	\$34,084.64	\$35,443.36	\$36,798.35	\$38,160.76
A-12	\$27,125.26	\$28,560.20	\$29,995.11	\$31,430.04	\$32,864.97	\$34,299.90	\$35,734.81	\$37,169.75	\$38,603.08	\$40,039.58
A-13	\$28,373.02	\$29,902.33	\$31,431.62	\$32,960.93	\$34,490.23	\$36,019.55	\$37,548.84	\$39,078.15	\$40,607.43	\$42,136.74
A-15	\$31,043.06	\$32,747.50	\$34,451.94	\$36,156.40	\$37,860.86	\$39,565.29	\$41,269.74	\$42,974.18	\$44,678.64	\$46,383.08
A-16	\$32,484.29	\$34,287.94	\$36,091.62	\$37,895.27	\$39,698.94	\$41,502.60	\$43,306.26	\$45,109.93	\$46,913.58	\$48,718.17
A-17/Warehouse		47,983.12	48,364.88	53,990.13						
		Murray	Traynor	O'Leary						
2007 Salary Scale										
A-10	\$25,794.96	\$27,129.56	\$28,464.19	\$29,798.78	\$31,133.41	\$32,468.01	\$33,802.62	\$35,137.19	\$36,471.84	\$37,806.05
A-11	\$26,969.70	\$28,382.75	\$29,795.81	\$31,208.86	\$32,621.92	\$34,034.13	\$35,448.02	\$36,861.09	\$38,270.29	\$39,687.19
A-12	\$28,210.27	\$29,702.61	\$31,194.91	\$32,687.24	\$34,179.57	\$35,671.89	\$37,154.20	\$38,636.54	\$40,117.21	\$41,601.17
A-13	\$29,507.94	\$31,098.42	\$32,688.88	\$34,279.37	\$35,869.84	\$37,460.33	\$39,050.79	\$40,641.27	\$42,231.73	\$43,822.21
A-15	\$32,284.79	\$34,057.40	\$35,830.02	\$37,602.65	\$39,375.29	\$41,147.90	\$42,920.53	\$44,693.15	\$46,465.78	\$48,238.41
A-16	\$33,783.66	\$35,659.45	\$37,535.28	\$39,411.08	\$41,286.90	\$43,162.71	\$45,038.51	\$46,914.32	\$48,790.12	\$50,666.89
A-17/Warehouse		49,902.45	50,299.47	56,045.73						
		Murray	Traynor	O'Leary						
2008 Salary Scale up to CBA Signing Date										
A-10	\$26,826.76	\$28,214.74	\$29,602.75	\$30,990.73	\$32,378.75	\$33,766.73	\$35,154.72	\$36,542.68	\$37,930.72	\$39,318.29
A-11	\$28,048.48	\$29,518.06	\$30,987.64	\$32,457.22	\$33,926.80	\$35,395.50	\$36,865.94	\$38,335.53	\$39,801.10	\$41,274.68
A-12	\$29,338.68	\$30,890.71	\$32,442.71	\$33,994.73	\$35,546.75	\$37,098.77	\$38,650.77	\$40,202.80	\$41,753.10	\$43,306.81
A-13	\$30,688.26	\$32,342.36	\$33,996.44	\$35,650.54	\$37,304.63	\$38,958.74	\$40,612.82	\$42,266.92	\$43,921.00	\$45,575.10
A-15	\$33,576.18	\$35,419.70	\$37,263.22	\$39,106.65	\$40,950.30	\$42,793.82	\$44,683.35	\$46,480.88	\$48,274.42	\$50,069.94
A-16	\$35,135.00	\$37,085.83	\$39,036.70	\$40,987.52	\$42,938.38	\$44,889.22	\$46,840.05	\$48,790.90	\$50,741.73	\$52,693.57
A-17/Warehouse		51,898.55	52,311.45	58,287.56						
		Murray	Traynor	O'Leary						

PA

Pay Scales

2005 Salary Scale	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	Max
A-10	\$23,848.89	\$25,082.80	\$26,316.74	\$27,550.65	\$28,784.59	\$30,018.50	\$31,252.42	\$32,486.31	\$33,720.27	\$34,953.82
A-11	\$24,935.00	\$26,241.45	\$27,547.90	\$28,854.35	\$30,160.80	\$31,466.47	\$32,773.69	\$34,080.15	\$35,383.03	\$36,693.04
A-12	\$26,081.98	\$27,461.73	\$28,841.45	\$30,221.19	\$31,600.93	\$32,980.67	\$34,360.39	\$35,740.14	\$37,118.35	\$38,499.60
A-13	\$27,281.75	\$28,752.24	\$30,222.71	\$31,693.20	\$33,163.68	\$34,634.18	\$36,104.65	\$37,575.14	\$39,045.61	\$40,516.10
A-15	\$29,849.10	\$31,487.98	\$33,126.87	\$34,765.76	\$36,404.67	\$38,043.55	\$39,682.44	\$41,321.33	\$42,960.23	\$44,599.12
A-16	\$31,234.89	\$32,969.17	\$34,703.48	\$36,437.76	\$38,172.06	\$39,906.35	\$41,640.63	\$43,374.93	\$45,109.21	\$46,844.39
A-17/Warehouse		46,137.62	46,504.69	51,817.43						
		Murray	Traynor	O'Leary						
2006 Salary Scale										
A-10	\$24,802.85	\$26,086.11	\$27,369.41	\$28,652.68	\$29,935.97	\$31,219.24	\$32,502.52	\$33,785.76	\$35,069.08	\$36,351.97
A-11	\$25,932.40	\$27,291.11	\$28,649.82	\$30,008.52	\$31,367.23	\$32,725.13	\$34,084.64	\$35,443.36	\$36,798.35	\$38,160.76
A-12	\$27,125.26	\$28,560.20	\$29,995.11	\$31,430.04	\$32,864.97	\$34,299.90	\$35,734.81	\$37,169.75	\$38,603.08	\$40,039.58
A-13	\$28,373.02	\$29,902.33	\$31,431.62	\$32,960.93	\$34,490.23	\$36,019.55	\$37,548.84	\$39,078.15	\$40,607.43	\$42,136.74
A-15	\$31,043.06	\$32,747.50	\$34,451.94	\$36,156.40	\$37,860.86	\$39,565.29	\$41,269.74	\$42,974.18	\$44,678.64	\$46,383.08
A-16	\$32,484.29	\$34,287.94	\$36,091.62	\$37,895.27	\$39,698.94	\$41,502.60	\$43,306.26	\$45,109.93	\$46,913.58	\$48,718.17
A-17/Warehouse		47,983.12	48,364.88	53,890.13						
		Murray	Traynor	O'Leary						
2007 Salary Scale										
A-10	\$25,794.96	\$27,129.56	\$28,464.19	\$29,798.78	\$31,133.41	\$32,468.01	\$33,802.62	\$35,137.19	\$36,471.84	\$37,806.05
A-11	\$26,969.70	\$28,382.75	\$29,796.81	\$31,208.86	\$32,621.92	\$34,034.13	\$35,448.02	\$36,861.09	\$38,270.29	\$39,687.19
A-12	\$28,210.27	\$29,702.61	\$31,194.91	\$32,687.24	\$34,179.57	\$35,671.89	\$37,164.20	\$38,656.54	\$40,147.21	\$41,641.17
A-13	\$29,507.94	\$31,098.42	\$32,688.88	\$34,279.37	\$35,869.84	\$37,460.33	\$39,050.79	\$40,641.27	\$42,231.73	\$43,822.21
A-15	\$32,284.79	\$34,057.40	\$35,830.02	\$37,602.65	\$39,375.29	\$41,147.90	\$42,920.53	\$44,693.15	\$46,465.78	\$48,238.41
A-16	\$33,783.66	\$35,659.45	\$37,535.28	\$39,411.08	\$41,286.90	\$43,162.71	\$45,038.51	\$46,914.32	\$48,790.12	\$50,666.89
A-17/Warehouse		49,902.45	50,299.47	56,045.73						
		Murray	Traynor	O'Leary						
2008 Salary Scale up to CBA Signing Date										
A-10	\$26,826.76	\$28,214.74	\$29,602.75	\$30,990.73	\$32,378.75	\$33,766.73	\$35,154.72	\$36,542.68	\$37,930.72	\$39,318.29
A-11	\$28,048.48	\$29,518.06	\$30,987.64	\$32,457.22	\$33,926.80	\$35,395.50	\$36,865.94	\$38,335.53	\$39,801.10	\$41,274.68
A-12	\$29,338.68	\$30,890.71	\$32,442.71	\$33,994.73	\$35,546.75	\$37,098.77	\$38,650.77	\$40,202.80	\$41,753.10	\$43,306.81
A-13	\$30,688.26	\$32,342.36	\$33,996.44	\$35,650.54	\$37,304.63	\$38,958.74	\$40,612.82	\$42,266.92	\$43,921.00	\$45,575.10
A-15	\$33,576.18	\$35,419.70	\$37,263.22	\$39,106.65	\$40,950.30	\$42,793.82	\$44,637.35	\$46,480.88	\$48,324.42	\$50,167.94
A-16	\$35,135.00	\$37,085.83	\$39,036.70	\$40,987.52	\$42,938.38	\$44,889.22	\$46,840.05	\$48,790.90	\$50,741.73	\$52,693.57
A-17/Warehouse		51,898.55	52,311.45	58,287.56						
		Murray	Traynor	O'Leary						

Hourly Rates	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	Max
Job-1	17.98	18.92	19.86	20.81	21.75	22.69	23.63	24.57	25.51	26.46
Job-2	19.67	20.73	21.79	22.85	23.91	24.97	26.03	27.09	28.15	29.21
Job-3	22.52	23.77	25.02	26.27	27.52	28.78	30.03	31.28	32.53	33.78
Job-4	31.03	32.28	33.53	34.78	36.03	37.36	38.61	39.87	41.12	42.37
2009 Hourly Rates										
Hourly Rates	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	Max
Job 1	18.70	19.68	20.66	21.64	22.62	23.60	24.58	25.56	26.53	27.52
Job 2	20.46	21.56	22.66	23.77	24.87	25.97	27.08	28.18	29.28	30.38
Job 3	23.42	24.72	26.02	27.33	28.63	29.93	31.23	32.53	33.83	35.13
Job 4	32.27	33.57	34.87	36.17	37.48	38.86	40.16	41.46	42.76	44.06

Camden County Medical Plan Options
\$20 Copay PCP

Benefits	AmeriHealth Administrators		Aetna		AmeriHealth		Horizon	
	PPO Plan 4		POS 20		POS 20		POS 20	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Home Care	100%	70% of UCR after deductible	100%	70% after deductible; 30 day limited to 60 visits per calendar year	100%	50% after deductible	100%	70% after deductible; up to 100 visits
I/P Mental Health	60 Visit Calendar Year Max 100%	50% of UCR after deductible	\$200 per admission copay; 35 day max	70% after deductible; 30 day max	\$200 per admission copay; 35 day max	50% after deductible; 35 day max	\$200 per admission copay, 45 day max; 90 days lifetime max	70% after deductible; 30 day max; 90 day lifetime max
O/P Mental Health	40 Day Lifetime Max	50 Day Lifetime Max	\$25; 20 visit max	70% after deductible; 30 visits	\$25; 20 visit max	50% after deductible; 20 visits	\$25; 50 visits/year; 150 visits/lifetime	70% after deductible; 20 visits/year; 60 visits/lifetime
I/P Substance Abuse	\$200 deductible per admission applies then 100% for first 25 days; then 90%	50% of UCR after \$200 admission deductible up to 50 days	\$200 per admission copay; 30 day max	70% after deductible; 30 day max, per calendar year, 90 day lifetime max	\$200 per admission copay; 30 day max	50% after deductible; 30 visits	\$200 per admission copay, 45 day max; 90 days lifetime max	70% after deductible; 30 day max; 90 day lifetime max
O/P Substance Abuse	90%	70% of UCR after deductible	\$15; 20 visit max	70% after deductible; 30 visit max, per calendar year, 120 visit lifetime max	\$25	50% after deductible	\$25; 50 visits/year; 150 visits/lifetime	70% after deductible; 20 visits/year; 60 visits/lifetime
	Combined I/P & O/P Substance Abuse Calendar Max- \$15,000; Lifetime Max- \$50,000				Combined 60 visits per calendar year, 120 visits per lifetime			

Note: Summary is intended to provide cursory comparison of plans. Please refer to specific plan books for greater detail.

22

Benefits	AmeriHealth Administrators		Aetna		AmeriHealth		Horizon	
	PPO Plan 4		POS 20		POS 20		POS 20	
	In-Network \$25	Out-of-Network 70% after deductible	In-Network \$25	Out-of-Network 70% after deduct	In-Network \$25	Out-of-Network 50% after deductible	In-Network \$25	Out-of-Network 70% after deduct
Specialist Office Visits	100%	100% of UCR for facility; 70% of UCR after deductible for physician's charge	\$100 copay per visit	70% after deduct	\$25 copay	50% after deductible	\$20, PCP or \$25 Specialist	70% after deductible
Surgery (O/P)	100%	Physician's charge- 70% of UCR after deductible; Facility charge- same as Hospitalization	\$200 per admission copay	70% after deduct	\$200 per admission copay	50% after deductible	\$200 per admission copay	70% after deductible
Surgery (I/P)	100%	Physician's charge- 100%; Facility charge- same as Hospitalization	\$200 per admission copay	70% after deduct	\$200 per admission copay	50% after deductible	\$200 per admission copay	70% after deductible
Lab & X-Ray	100%	70% of UCR after deductible	100%	70% after deduct	100%	50% after deductible	100%	70% after deductible
Emergency Room (life threatening)	100%	100% of UCR	\$50	\$50	\$75	\$75	\$35	\$35
Skilled Nursing	100%, 30 day max per confinement	100% of UCR; 30 day max per confinement	\$200 per admission copay, limited to 100 days per calendar year	70% after deduct, limited to 100 days per calendar year	\$200 per admission copay, limited to 120 days per calendar year	70% after deduct, limited to 120 days per calendar year	100% up to 100 days	70% after deductible; up to 60 days
Rehabilitation Therapy (Speech, Physical & Occupational)	90%	70% of UCR after deductible	\$25; 60-day consecutive benefit period	70% after deduct	100%, day limit varies depending on type of therapy	50% after deductible	\$20, PCP or \$25 Specialist	70% after deductible
Durable Medical Equipment	90%	70% of UCR after deductible; 80% of UCR for diabetic supplies	Not covered	70% after ded., must pre-certify if over \$1,500	100%	50% after ded., \$2500 benefit maximum per calendar year	100%	70% after deductible

Note: Summary is intended to provide cursory comparison of plans. Please refer to specific plan books for greater detail.