

AGREEMENT

Between

Mercer County Board of Election Trustees

MERCER COUNTY

SUPERINTENDENT OF ELECTIONS

And

COMMUNICATIONS WORKERS OF AMERICA

(AFL-CIO)

X Effective: January 1, 1988
Expiration: December 31, 1990

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PREAMBLE

This Agreement, dated Jan. 18, 1989 between the Mercer County Superintendent of Elections, hereinafter referred to as the "Employer", and Communications Workers of America (AFL-CIO), hereinafter referred to as the "Union".

WHEREAS, the Mercer County Superintendent of Elections has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the Mercer County Superintendent of Elections to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the State of New Jersey, the County of Mercer and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Mercer County Superintendent of Elections by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this agreement, to prevent interruptions of work and interference with the efficient operations of the Office of the Mercer County Superintendent of Elections and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the Employer and the Union entered into an Agreement on Jan. 18, 1989 which Agreement was approved by the Mercer County Superintendent of Elections.

NOW, THEREFORE, the parties agree with each other as follows:

1. **RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

2.

MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by Title XIX, the laws and Constitution of the State of New Jersey and of the United States of America. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3.

UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 52 of the Revised Statutes" as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Communications Workers of America (AFL-CIO).

- 3.3 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join at the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees and assessments as certified by the Union to the Employer.
- 3.4 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 Mercer 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.

- 3.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A5.4, et.al.

4. WORK SCHEDULES/WORK SHIFTS

- 4.1 The work week shall consist of five (5) consecutive days, Monday through Friday inclusive. Any exceptions to the work schedules as outlined above may be made by the Employer and the Union by mutual agreement.
- 4.2 The normal work shifts for all employees covered by this Agreement shall be seven (7) hours per day with a one (1) hour unpaid lunch period.
- 4.3 The starting times of work shifts shall be determined by the Employer on January 1 of each year. Changes in work shifts may be made by the Employer after consultation with the Union and upon giving reasonable notice.

5.

OVERTIME

5.1 Time and one-half the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed by full time employees under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. All work performed in excess of 35 hours weekly as provided in Paragraph 5.2 below.
- b. All work performed on a Saturday.
- c. All work performed on a holiday, plus the regular day's pay.

5.2 Double time the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under the following conditions.

- a. All work performed on a Sunday.
- b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

5.3 Authorized overtime work performed beyond the normal work schedule shall be calculated and paid in the following manner:

- a. From the termination of the normal work schedule through the first fifteen (15) minutes of authorized overtime, no compensation.
- b. From the sixteenth minute through the thirtieth minute of authorized overtime, a one-half hour overtime payment.
- c. From the thirty-first minute and thereafter of all authorized overtime, payment for all overtime worked, commencing with the termination of the normal work schedule through the termination of authorized overtime assignment.

5.4 Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered work days for the computation of overtime payments in Paragraphs 5.1 and 5.2 above.

5.5 Part-time employees are exempted from the overtime provisions of 5.1 and 5.2 above. They shall be compensated for all hours worked in accordance with the following schedule:

Compensation shall be paid at the employee's straight time hourly rate of pay for the first 35 hours worked weekly, excluding meal periods. Overtime compensation at the rate of time and one-half an employee's straight time hourly rate of pay shall be paid for work performed in excess of 35 hours weekly, excluding meal periods.

5.6 The Employer agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours or is called in on an emergency basis before his normal starting time and works through his regular meal period. Employees so entitled, based on the above criteria, will be paid a meal allowance at the rate of \$4.50, \$6.50 and \$12.50 for breakfast, lunch, and dinner, respectively.

Employees working authorized, regularly scheduled overtime on Saturday, Sunday, or holidays will not be entitled to a meal allowance.

5.7 All employees covered by the provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked in accordance with Paragraphs 5.1, 5.2, and 5.3 above or to be given compensatory time off on an hour-for-hour basis between thirty-five (35) and forty (40) hours. For work performed in excess of forty (40) hours compensatory time shall be earned at the rate of one-and-one-half (1 1/2) hours for every hour worked. Should the situation arise where an employee is required to take compensatory time off in lieu of payment for overtime hours worked, said employee shall be granted compensatory time off at the rate of one-and-one-half hours for each overtime hour worked.

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

6. PAY SCALES OR RATES OF PAY

6.1 During the term of this Agreement, the salary ranges established in Appendices A-C will not be changed unless by mutual consent of the Employer and the Union.

6.2 Effective January 1, 1988 all employees covered by the terms of this Agreement shall have their annual base salary increased as follows:

a. All employees hired prior to January 1, 1988 shall have their annual base salary increased by one thousand (\$1,000) dollars.

b. All employees hired after January 1, 1988 shall receive no salary increase in 1988.

6.3 Effective January 1, 1989, all employees covered by the terms of this Agreement shall be placed on step guide within the salary range for their respective title as set forth in the Compensation schedule attached as Appendix C.

6.4 Effective January 1 and July 1, 1990, all employees in the unit shall receive an incremental salary increase equal to the movement of one step on the compensation schedule for their respective title; said movement not to exceed the maximum of the salary range for their respective title in 1990. It is understood that all employees remain on the July 1, 1990 salary step until the 1991 collective bargaining agreement is negotiated and settled.

6.5 An employee who performs work in a higher pay classification other than his own shall receive the minimum of the higher classification or an amount equal to five (5) percent above his present salary, whichever is higher, provided however, such assignment is authorized by the Superintendent of Elections and County Administrator and submission of CS-6 forms is made to Civil Service effecting said temporary

appointment.

- 6.6 Those employees in this unit who receive a promotion to a higher classification shall go to the minimum of the new range or receive a salary increase of five (5) percent, whichever is higher. The anniversary date for such employees shall not change.
- 6.7 Each employee in the titles Voting Machine Technician and Supervising Voting Machine Technician shall receive one smock and one pair of safety shoes from the County, and paid for by the County, for use on the job.

7. CALL-IN TIME

- 7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

- 7.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner:
- a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of this normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

- b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at the normal straight time rate of pay.

8. **INSURANCE AND RETIREMENT BENEFITS**

- 8.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of any Health Maintenance Organization Programs, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between traditional Hospital/Medical coverage and HMO coverage.
- 8.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.
- 8.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System.
- 8.4 The County agrees to provide Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment and co-payment generic will be as follows:

Calendar year 1988	\$3.00 co-payment and \$1.00 co-payment generic
Calendar year 1989	\$3.50 co-payment and \$1.00 co-payment generic
Calendar year 1990	\$4.00 co-payment and \$1.00 co-payment generic

- 8.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions by Resolution Number 86-580 adopted December 9, 1986.
- 8.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. (Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time unclassified employees only.)
- 8.7 The County agrees to establish a disability plan if legislation is adopted mandating coverage for County employees.

9. PAID LEAVES OF ABSENCE

- 9.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days for bereavement purposes beginning with the day of death or the day after the date of death. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for a period not to exceed one (1) day to attend the burial. The employee will be paid his regular hourly rate of pay for any such day(s) of excused absence which occur during his normal work week, but in no event more than seven (7) hours pay for any one (1) day.

9.2 UNION BUSINESS DAYS - An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct business. The Union shall be authorized an aggregate of no more than ten (10) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Superintendent of Elections. Any leave not used in any calendar year shall not be accumulated and it is exclusive of that leave provided and granted under N.J.S.A. 38:23-2.

9.3 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria established by the New Jersey Workers' Compensation Law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

Employees returning from authorized leave of absence as set forth above shall be restored to their original job classification and shift, at the then appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

9.4 SICK LEAVE - All full-time unclassified employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to

contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day increments.

- b. The minimum sick leave with pay shall accrue to any full-time unclassified employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.
- c. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- d. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits".
- e. If an employee is absent for reasons that entitle him to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time.
 - (1) Failure to so notify his supervisor shall be cause for denial of the use of sick leave for that absence.
 - (2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.
- f. (1) The Employer may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

- (2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
 - (3) The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.
- g. Part-time temporary, full-time temporary, seasonal, or hourly paid employees shall not be entitled to sick leave.
 - h. Sick leave credits shall continue to accrue while an employee is on leave with pay and authorized leave of absence due to a work related injury or illness. Credits shall not accrue while an employee is on any leave without pay except active military leave.

9.5 PERSONAL LEAVE - All full-time unclassified employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless 48 hours notice thereof has been given to the Superintendent. In the event that 48 hours notice cannot be given, said leave may be taken only upon the authorization of Superintendent. The Superintendent reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave and shall not accrue during the period of time that an employee is on an authorized leave of absence for a work related injury or illness.

- 9.6 JURY DUTY - All Employees covered by the terms of this agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the County for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee serving on jury duty is given advance notice that he is not to report for jury duty on any specific day, said employee shall report for work at his normal starting time. Should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, he shall be required to report to work for the remainder of his shift if released from jury duty prior to 12:00 noon.

In the event that an employee serving on jury duty is released after 12:00 noon, said employee shall not be required to report to work for the remainder of his shift.

For the purposes of this Article, any employee who is called upon to serve jury duty shall have his work schedule adjusted, if necessary, to place him on the normal daytime shift for the period of time he is required to serve jury duty.

- 9.7 WITNESS DUTY - When a full-time employee is summoned to appear as a witness before a court legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee of the employer, he/she shall be granted time off without loss of pay, if the appearance is during the scheduled work shift. Where the appearance is during a period immediately contiguous to the scheduled work shift, the employee shall be granted compensatory time off equal to the hours required for such duty. This special leave shall be granted or credited for seven (7) hours in any day or thirty-five (35) hours in any week. The employee shall notify the employer immediately of the requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was required.

10. ABSENCE WITHOUT LEAVE

- 10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and may be cause for disciplinary action.
- 10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

11. MILITARY DUTY

- 11.1 All employees covered by the terms of this Agreement who are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority. This statutory authority shall be dispositive as to whether or not said time off on leave of absence shall be paid or unpaid.

12. SENIORITY

- 12.1 Seniority is defined as an employee's total continuous length of service with the employer beginning with his initial date of hire as a full-time employee.
- 12.2 The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.
- 12.3 The employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.
- 12.4 Nothing in this Article shall be construed to modify, limit or abridge any of the discretionary authority vested in the Superintendent of Elections by Title XIX.

13.

HOLIDAYS

13.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

13.2 Holidays enumerated in the paragraph 13.1 above which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

13.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

13.4 Part-time temporary, full-time temporary, seasonal or hourly paid employees shall not be entitled to holiday pay.

14.

GRIEVANCE PROCEDURE

14.1 A grievance is defined as:

- a. A claimed breach, misinterpretation, or improper application of the terms of this Contract expressed herein (hereafter referred to as contractual); or
- b. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, administrative orders, or laws applicable to the employer which employs the grievant affecting the terms and conditions of employment which are not included in A.1. above (hereafter referred to as non-contractual).

14.2 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, or other conditions of employment, by providing the exclusive vehicle for the settlement of employee grievances.

14.3 Employees are entitled to use this grievance procedure and to be represented by the Union upon request in accordance with the provisions hereof. They shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

The Union's decision to request the movement of any grievance at any step or to settle the grievance at any step shall be final as to the interests of the grievant and the Union. The decision to submit a grievance to arbitration shall be made exclusively by the Union and nothing herein shall be construed as compelling the Union to submit a grievance to arbitration.

14.4 No grievance settlement reached under the terms of this contract shall add to, subtract from, or modify any terms of this contract.

It is understood by the parties that this grievance procedure represents the exclusive process for the resolution of disputed matters as defined in 14.1 (a) and 14.1 (b) above.

14.5 Any member of the collective bargaining unit may orally present and discuss his grievance with his immediate supervisor on an informal and an individual basis. In the event that the grievance has not been satisfactorily resolved on an informal basis, then it shall be resolved in the following manner:

Step One: The grievant may submit his grievance in writing to the employer who shall hear the grievance. The grievant may be represented by the Union Steward or his designee, who is an employee. Should a grievance not be satisfactorily resolved, or should the employer not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within five (5) working days to the next step.

Step Two: In the event that the grievance has not been satisfactorily resolved at Step One and the grievance involves an alleged violation of the contract as described in the definition of a grievance in 14.1 (a) above, then a request for arbitration may be brought by the Union or the employer within fifteen (15) calendar days from the day the Union received the Step One decision, by mailing a written request for arbitration by certified or registered mail to the employer, the Governor's Office on Employee Relations and the Public Employment Relations Commission. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this step shall be made in writing. A request for arbitration shall contain the name(s) of the employee(s) involved and copies of the original grievance.

The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission.

- 14.6 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this contract or laws of the State or any written policy of employer consistent with this contract or to determine any dispute involving the exercise of a management function which is within the authority of the employer, as set forth in Article II, Management Rights, and shall confine his decision solely to the interpretation and application of this contract. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not relevant in reaching the determinations. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this contract. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this contract provided such remedy is permitted by law and is consistent with the terms of this contract.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this contract. Rules, regulations, formal policies or orders of the employer shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of this proceeding including the recording of this procedure shall be borne by the party incurring this cost.

- 14.7 A grievance must be filed initially within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this process are working days of the party to which they apply.

Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

- 14.8 When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward or other Representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Steward or Officer and of any involved employee are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if the circumstances warrant an exception to this limit.

Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing.

- 14.9 An employee and his designated employee representative shall be allowed time off without loss of pay;
- a. as may be required for appearance at a hearing of the employee's grievance scheduled during working hours;
 - b. for necessary travel time during working hours.

Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal working hours.

15. DISCIPLINE/DISCHARGE

- 15.1 Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official written reprimand, fine, suspension without pay reduction in grade or dismissal from service based upon the personal conduct or performance of the involved employee. Dismissal from service, or reduction in grade, based upon a layoff or other operational judgment of the employer shall not be construed to be discipline.
- 15.2 Where the employer imposes or intends to impose discipline, 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 and/or conduct upon which the charge is based and the nature of the discipline.

16. SAFETY AND HEALTH

- 16.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, they shall be used. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

16.2 The Employer and the Union shall each designate a safety committee member and one alternate. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or his alternate, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

17. EQUAL TREATMENT

17.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership, or Union activities.

17.2 The Employer and the Union agree not to interfere with the right of employees to become or not become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

17.3 It is agreed that harassment of an employee is inappropriate.

18. WORK RULES

18.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

19. ANNUAL VACATION LEAVE

19.1 All full-time unclassified employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

- 19.2 Annual vacation leave with pay for all full-time unclassified employees shall be earned as follows:
- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
 - b. After one (1) year and to completion of five (5) years, twelve (12) working days.
 - c. From beginning of sixth year to completion of tenth year, fifteen (15) working days.
 - d. From beginning of eleventh year to completion of fifteenth year, twenty (20) working days.
 - e. After completion of fifteenth year, twenty-five (25) working days.
- 19.3 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his vacation period.
- 19.4 An employee who is called back to work while on authorized vacation shall be paid one day's pay in addition to regular day's pay and shall not lose vacation day or days.
- 19.5 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) calendar days, at the option of the employee, may be carried over from one calendar year into the succeeding year.
- 19.6 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

- 19.7 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

- 19.8 Part-time temporary, full-time temporary, seasonal, or hourly paid employees shall not be entitled to vacation leave.
- 19.9 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

20. LONGEVITY

- 20.1 Every full-time unclassified employee shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$400.

Any interruption of service due to a cause beyond the control of the employee, i.e. for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said

cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

21. CLASSIFICATIONS AND JOB DESCRIPTIONS

21.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

21.2 If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view toward arriving at a mutually acceptable determination, including the rate of pay and other terms and conditions of employment thereof, prior to such changes being made effective. If the parties are unable to come to an agreement, the Union will pursue statutory procedures under the New Jersey Public Employee Relations Act (PERA).

22. STRIKES AND LOCKOUTS

22.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

22.2 The Employer shall follow the grievance procedure for which provision is made herein, and the Employer shall not cause any lockout.

23. ACCESS TO PREMISES

23.1 The Local and International representatives designated by the Union and acknowledged by the employer shall be admitted to the premises of the employer on Union business.

23.2 Requests for such visitation rights shall be directed to the employer and shall include the purpose of the visit, proposed time and date and the specific work area involved. Permission for such visits shall not be unreasonably withheld.

23.3 Such union officials shall also have the opportunity to consult with employees before the start of the work shift, during lunch or breaks or after completion of the work shift. The employer will designate appropriate places for such consultation.

24. GENERAL PROVISIONS

24.1 BULLETIN BOARDS AND DISTRIBUTION OF LITERATURE:

a. The employer agrees to furnish a suitable share of existing bulletin boards in a convenient place in the general working areas to be used exclusively by the Union. The space provided shall be approximately 30 x 30 inches.

b. The Union may post any appropriate material pertaining to Union matters such as appointments, meeting announcements, social and recreational events, achievements, Union election results and information, but excluding election campaign material, as long as none of these contain anything profane, obscene or defamatory of any individual or the County. Postings shall be signed by an authorized representative of the Union or the organizational origin shall be set forth.

24.2 The County agrees to provide a mileage reimbursement allowance of 19 cents per mile to all white collar employees covered by this Agreement who are required to use their own private vehicles in connection with the performance of their duties as employees of the County Superintendent of Elections.

- 24.3 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of the execution of this Agreement.
- 24.4 The general personnel policies, practices and procedures applicable to all other Mercer County employees shall be applicable to employees in the Superintendent of Elections office except as specifically abridged, limited or modified by the terms of this negotiated agreement.
- 24.5 The Superintendent will continue the practice of posting all job vacancies within the office for consideration by unit personnel.

25. SEPARABILITY AND SAVINGS

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

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

26. TERMINATION

- 26.1 Subject to the terms of this Agreement and the grievance procedure, the Employer has the right and responsibility to direct the affairs of the Superintendent of Elections' Office including the right to plan, control, and direct the operation of the equipment and work forces, to relieve employees due to lack of work, and to contract for and subcontract out services except that the employer agrees there will be no subcontracting of work which can be done by the regular work forces.

26.2 This Agreement shall be effective as of the first day of January 1988, and shall remain in full force and effect until the 31st day of December 1990. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be by certified mail by October 1 of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

27. PROMOTIONS

27.1 Promotion shall mean the advancement of an employee from a job classification within the unit that required a lesser degree of skill and/or responsibility to a job classification requiring a higher degree of skill and/or responsibility.

27.2 Salary increases resulting from promotions shall be governed under the provision of Article 6.6 (Pay Scales or Rates of Pay).

27.3 Any employee who, during the course of a suitable probationary period established by the Superintendent of Elections, is displaced from a promotional position due to their inability to satisfactorily perform this job shall revert back to their former job classification and rate of pay.

27.4 The probationary period shall commence with the date of beginning work in title and extend over a period of three (3) months which may be extended at the discretion of the Superintendent of Elections.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on Jan. 18, 1989.

ATTEST:

MERCER COUNTY SUPERINTENDENT OF ELECTIONS

August M. Bruschini
August M. Bruschini
Deputy Superintendent

Dulcy Ricciani
Dulcy Ricciani,
Superintendent of Elections

ATTEST:

COMMUNICATIONS WORKERS OF AMERICA (AFL/CIO)

Peggy Ayres
Peggy Ayres,
Negotiating Committee

John Loos
John Loos
CWA National Representative

Robert J. Lester
Robert Lester,
Negotiating Committee

Peter L. Cerenzo
Peter Cerenzo
President
CWA Local 1032

APPENDIX A
1988 SALARY RANGES

<u>TITLE</u>	<u>1988 MINIMUM</u>	<u>1/1/88 MAXIMUM</u>
Registration Clerk	\$11,329	\$17,525
Senior Registration Clerk	\$11,771	\$18,303
Voting Machine Technician	\$12,354	\$20,432
Senior Investigator	\$13,390	\$22,737
Secretarial Assistant	\$14,124	\$23,761
Assistant Supervising Registration Clerk	\$13,243	\$20,840
Supervising Registration Clerk	\$14,124	\$23,761
Supervising Voting Machine Technician	\$14,124	\$23,761
Supervising Investigator	\$14,124	\$23,761
Investigator	\$12,354	\$20,432

APPENDIX B
1989-1990 JOB TITLES

<u>TITLE</u>	<u>SALARY RANGE CODE</u>
Registration Clerk	001
Senior Registration Clerk	002
Investigator	003
Voting Machine Technician	003
Assistant Supervising Registration Clerk	004
Senior Investigator	005
Senior Voting Machine Technician	005
Secretarial Assistant	006
Supervising Investigator	006
Supervising Voting Machine Technician	006
Supervising Registration Clerk	006