

Camden

Cont # 1810

T

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CAMDEN COUNTY SUPERINTENDENT OF ELECTIONS

AND

COUNCIL 71, AMERICAN FEDERATION

OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

AND

LOCAL 1911

July 1, 1991

to

June 30, 1994

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
Preamble	1	Worker's Compensation.....	22-23
Recognition.....	1-2	Seniority.....	23-24
Posting of Vacancies.....	2	Probationary Period.....	25
Checkoff.....	2-3	Holidays.....	25-26
Agency Shop.....	3-5	Strikes and Lockouts.....	26-27
Bill of Rights.....	5-6	Longevity.....	27-28
Work Schedule.....	6-7	Equal Treatment.....	28
Overtime.....	7-9	Vacations.....	28-29
Transfers.....	9-10	Work Rules.....	29-30
Call in Time.....	10-11	Contracting and Subcontracting Public Work.....	30
Rates of Pay.....	11-13	Discipline.....	30-32
Employee Expenses.....	13-14	Rest Periods.....	32
Insurance.....	14-15	Safety and Health.....	32-33
Sick Leave.....	15-17	Grievance Procedures.....	34-36
Unused Sick Time Payment Upon Retirement....	17-18	General Provisions.....	36-37
Jury Duty.....	18	Separability and Savings.....	37
Bereavement Leave.....	18-19	Managements Rights.....	38
Military Leave.....	19	Fully Bargained Agreement.....	39
Leave of Absence.....	20-22	Termination.....	39-40

P R E A M B L E

This agreement entered into by the Superintendent of Elections, of the County of Camden, hereinafter 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 "Union", has as its purpose the promotion of harmonious relations between the Employer and 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.

A R T I C L E 1

R E C O G N I T I O N

The employer recognizes the Union as the bargaining agent for the purpose 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 abrogating, 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.

A R T I C L E 2
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.

A R T I C L E 3
CHECK OFF

A. The employer agrees to deduct monthly union membership dues from the pay to 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 (10th) day of the succeeding month except in the 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.

A R T I C L E 3 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 for that employee.

C. The fair share fee for services rendered by the Union shall be in 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 eight-five (85%) 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 the effected 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.

A R T I C L E 4

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 a 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 5

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 schedules two (2) weeks prior to the General and Primary Election days.

ARTICLE 6

OVERTIME

A. Overtime refers to any time worked beyond the regular thirty (30) hours of duty and the employee shall either receive compensation at the rate of one and one-half times his normal rate of pay or shall be allowed one and one half hours of compensatory time off for each overtime hour worked, which compensatory time will be mutually scheduled to be taken. "Employee who must report late to work due to emergency situations may request the use of earned compensatory time on an hourly basis in lieu of pay reduction. Such requests shall not be unreasonably denied nor shall employees 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 the provisions of this contract, the employer agrees that an employee shall work only one (1) 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 (2) hours notice will be given an employee expected to work overtime except in emergency situations.

G. Overtime shall be distributed using two (2) lists.

Overtime shall be computed in this manner.

1. List 1 will run for Special Elections and Night Registrations. List 1 will run continuously and not annually or semi-annually. Special Elections is herein defined as any Election excluding Primary and General Elections.

2. List 2 herein refers to Primary and General Elections exclusively.

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 for the purpose of equal distribution among employees. Supervisors shall not perform work of the bargaining Unit for the purpose of avoiding overtime except during the normal working hours.

I. Overtime work shall be paid currently, or at least no later than the second pay period after overtime was performed whenever possible and subject to a bonafide emergency.

J. Overtime shall not be pyramided. All paid time shall count as hours worked for the purpose of computing overtime.

ARTICLE 7

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 (2) step.

A R T I C L E 8

CALL IN TIME

A. An employee who is requested and returns to work during periods other than their regularly scheduled shift, shall be guaranteed not less than three (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.

A R T I C L E 9

RATES OF PAY

A. Effective July 1, 1991, the Rate of Pay Schedules shown below shall serve as the new salary structure for the dates indicated. Every July 1, thereafter, the employees shall move to the next step.

B. Effective July 1, 1991, there shall be a 5% increase on all steps in the salary schedule in effect on June 30, 1991.

C. Effective July 1, 1992, there shall be a 5.5% increase on all steps in the salary schedule in effect on June 30, 1992.

D. Effective July 1, 1993, there shall be a 6.0% increase on all steps in the salary schedule in effect on June 30, 1993.

RATES OF PAY SCHEDULES

Camden County - Superintendent of Elections

P R E S E N T

	1	2	3	4	5	6	7	8	9	MAXIMUM
<u>10</u>	13,437.28	14,132.51	14,827.75	15,522.98	16,218.22	16,913.45	17,608.69	18,303.92	18,999.16	19,694.19
<u>11</u>	14,049.23	14,785.33	15,521.43	16,257.53	16,993.63	17,729.29	18,465.83	19,201.93	19,936.02	20,674.12
<u>12</u>	14,695.49	15,472.88	16,250.27	17,027.66	17,805.05	18,582.44	19,359.83	20,137.22	20,914.61	21,692.00
<u>13</u>	15,371.48	16,200.00	17,028.52	17,857.04	18,685.56	19,514.08	20,342.60	21,171.12	21,999.64	22,828.16
<u>14</u>	16,078.56	16,948.41	17,818.26	18,688.11	19,557.96	20,427.81	21,297.66	22,167.51	23,037.36	23,907.21
<u>15</u>	16,818.01	17,741.41	18,664.82	19,588.23	20,511.64	21,435.04	22,358.45	23,281.86	24,205.27	25,128.68
<u>16</u>	17,598.81	18,575.97	19,553.13	20,530.29	21,507.45	22,484.61	23,461.77	24,438.92	25,416.08	26,393.24
<u>17</u>	18,408.35	19,420.79	20,433.23	21,445.67	22,458.11	23,470.55	24,482.99	25,495.43	26,507.87	27,520.31

Camden County - Superintendent of Elections

5.0%

I N C R E A S E

	1	2	3	4	5	6	7	8	9	MAXIMUM
<u>10</u>	14,109.14	14,839.14	15,569.14	16,299.13	17,029.13	17,759.12	18,489.12	19,219.12	19,949.12	20,678.90
<u>11</u>	14,751.69	15,524.60	16,297.50	17,070.41	17,843.31	18,615.75	19,389.12	20,162.03	20,932.82	21,707.83
<u>12</u>	15,430.26	16,246.52	17,062.78	17,879.04	18,695.30	19,511.56	20,327.82	21,144.08	21,960.34	22,776.60
<u>13</u>	16,140.05	17,010.00	17,879.95	18,749.89	19,619.84	20,489.78	21,359.73	22,229.68	23,099.62	23,969.57
<u>14</u>	16,882.49	17,795.83	18,709.17	19,622.52	20,535.86	21,449.20	22,362.54	23,275.89	24,189.23	25,102.57
<u>15</u>	17,658.91	18,628.48	19,598.06	20,567.64	21,537.22	22,506.79	23,476.37	24,445.95	25,415.53	26,385.11
<u>16</u>	18,478.75	19,504.77	20,530.79	21,556.80	22,582.82	23,608.84	24,634.86	25,660.87	26,686.88	27,712.90
<u>17</u>	19,328.77	20,391.83	21,454.89	22,517.95	23,581.02	24,644.08	25,707.14	26,770.20	27,833.26	28,896.33

Camden County - Superintendent of Elections

5.5 %

I N C R E A S E

	1	2	3	4	5	6	7	8	9	MAXIMUM
<u>10</u>	14,885.15	15,655.29	16,425.44	17,195.58	17,965.73	18,735.87	19,506.03	20,276.17	21,046.32	21,816.24
<u>11</u>	15,563.03	16,378.45	17,193.86	18,009.28	18,824.69	19,639.62	20,455.52	21,270.94	22,084.13	22,901.76
<u>12</u>	16,278.93	17,140.08	18,001.24	18,862.39	19,723.54	20,584.70	21,445.85	22,307.01	23,168.16	24,029.31
<u>13</u>	17,027.76	17,945.55	18,863.34	19,781.14	20,698.93	21,616.72	22,534.52	23,452.31	24,370.10	25,287.89
<u>14</u>	17,811.02	18,774.60	19,738.18	20,701.75	21,665.33	22,628.91	23,592.48	24,556.06	25,519.64	26,483.21
<u>15</u>	18,630.15	19,653.05	20,675.95	21,698.86	22,721.77	23,744.67	24,767.57	25,790.48	26,813.39	27,836.30
<u>16</u>	19,495.08	20,577.53	21,659.98	22,742.43	23,824.88	24,907.33	25,989.78	27,072.21	28,154.66	29,237.11
<u>17</u>	20,391.85	21,513.38	22,634.91	23,756.44	24,877.97	25,999.50	27,121.03	28,242.56	29,364.09	30,485.62

Camden County - Superintendent of Elections

6.0 %

I N C R E A S E

	1	2	3	4	5	6	7	8	9	MAXIMUM
<u>10</u>	15,778.26	16,594.61	17,410.97	18,227.32	19,043.68	19,860.03	20,676.39	21,492.74	22,309.10	23,125.21
<u>11</u>	16,496.82	17,361.16	18,225.50	19,089.84	19,954.18	20,818.00	21,682.85	22,547.19	23,409.17	24,275.86
<u>12</u>	17,255.66	18,168.49	19,081.31	19,994.13	20,906.96	21,819.78	22,732.60	23,645.43	24,558.25	25,471.07
<u>13</u>	18,049.42	19,022.28	19,995.14	20,968.00	21,940.86	22,913.73	23,886.59	24,859.45	25,832.31	26,805.17
<u>14</u>	18,879.69	19,901.08	20,922.47	21,943.86	22,965.25	23,986.64	25,008.03	26,029.42	27,050.81	28,072.20
<u>15</u>	19,747.96	20,832.23	21,916.51	23,000.79	24,085.08	25,169.35	26,253.63	27,337.91	28,422.19	29,506.47
<u>16</u>	20,664.79	21,812.18	22,959.58	24,106.97	25,254.37	26,401.77	27,549.16	28,696.55	29,843.94	30,991.34
<u>17</u>	21,615.36	22,804.18	23,993.01	25,181.83	26,370.65	27,559.47	28,748.29	29,937.12	31,125.94	32,314.76

Effective July 1, 1991, employees shall be entitled to move to the appropriate next step on the salary schedule within grade. Employees at the maximum step within grade shall remain at the maximum step.

Effective July 1, 1992, employees shall be entitled to move to the appropriate next step on the salary schedule within grade. Employees at the maximum step within grade shall remain at the maximum step.

Effective July 1, 1993, employees shall be entitled to move to the appropriate next step on the salary schedule with grade. Employees at the maximum step within grade shall remain at the maximum step.

A R T I C L E 9-A

RATES OF PAY

A. It is expressly agreed and understood that any new employee shall be hired at step one (1) for the respective year in which he or she is hired.

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 (10) days to negotiate the grade for these titles.

C. The Union agrees to the principals of the State Compensation Plan as set forth herein with the salary

schedule which is attached and which is based on the State Compensation Plan. The Union further agrees to accept the job descriptions which are attached hereto as Appendix A.

D. An employee who performs work in a higher pay classification than his own shall be temporarily assigned and paid for such work after for two (2) weeks, spending at least fifty (50%) percent of his time on the higher paid job. The right to be paid for such work shall not accrue until after the expiration of said two (two) weeks and he shall not be entitled to payment at the higher rate for the initial two(2) week period. An employee shall be paid at the rate of his own classification when performing work in a lower paid classification.

A R T I C L E 10

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 rate of twenty (.25) cents 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 (2) payments to an employee

each month.

ARTICLE 11

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.

B. 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 the One Hundred and Seventy Five Dollars (\$175.00) per year 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 and 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 shall become available.

C. 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.

A R T I C L E 12

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 pay for each month of service from the date of appointment up to the employee first anniversary of employment and 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 for 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 doctor's 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 employee's 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 (3) pay periods or sixteen (16) or more instances of illness in nine (9) pay periods or three(3) instances

prior to or following weekends in three (3) pay periods. An instance of illness shall be defined to be 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.

A R T I C L E 13

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 Twelve Thousand (12,000,00) Dollars. Only sick leave accumulated from January 1, 1976 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 one (1) year.

A R T I C L E 14

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 thereafter forthwith supply the employee with a receipt for said check.

A R T I C L E 15

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 three (3) working days all of which shall be taken between the day of death or three (3) working days after the funeral.

B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, parental guardian, brother, sister, spouse, children, grandchildren or resident foster children of employees, grandmother or

grandfather, stepchildren, and stepparents.

A R T I C L E 16

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 of N.J.S.A. 38:23-1.

ARTICLE 17

LEAVE OF ABSENCE

A. Up to two (2) members of the Union who are elected or designated to attend a function of the Union's 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 (1) 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 (1) year. Said unpaid leave may be renewed by the Employer for one (1) 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.

A R T I C L E 18

WORKER'S 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 amount received as worker's compensation and his salary during the period of temporary disability, to a maximum of forty five (45) working days. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive the worker's

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 worker's compensation and his salary.

B. An employee who is injured on the job and is sent home or to a 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.

A R T I C L E 19

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 scheduled, 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 a minimum of 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.

A R T I C L E 20

PROBATIONARY PERIOD

A. Employees who work thirty (30) hours or more per week shall receive the same benefits as other employees after ninety (90) days continuous employment. The intent of this provision is to allow employees to become permanent after ninety (90) days continuous employment.

A R T I C L E 21

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 two (2) days of administrative leave. An employee shall request his day of administrative leave at least one (1) 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 (1) 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.

A R T I C L E 22

STRIKES AND 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.

A R T I C L E 23

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 (5) 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 basis.

A R T I C L E 24

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 25

VACATIONS

A. Permanent full time employees in the County Service shall be entitled to the following annual vacation with pay: Up to one (1) year service, one (1) working day vacation for each month of service; after one (1) year and up to ten (10) years of service, thirteen (13) working days vacation; after ten (10) years and up to twenty (20) years of service, sixteen (16) working days vacation, after twenty (20) years of service, twenty one (21) working days vacation.

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 30. The Employer shall post vacation scheduled by May 15 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 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.

ARTICLE 26

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 10 days prior to

their becoming effective.

B. All employees shall clock in by 9:00 o'clock 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 27

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 (30) days advance notice is given. This thirty (30) day notice requirement shall not preclude the Superintendent from bringing in an outside contractor if the work cannot be performed by the employees.

ARTICLE 28

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 through 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 conduct upon which the charge is based and the nature of the discipline. The employee may appeal the matter to the Superintendent within 20 days of the notice of discipline. The Superintendent or his deputy will convene a hearing within 20 days after receipt of such an appeal. The Superintendent or his deputy shall render a written decision within twenty (20) 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 30 days of the date of the Superintendent's 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.

D. Discipline may be given for failure to perform duties satisfactory after two (2) 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 Warning for the purpose of progressive discipline shall only be valid for one year.

ARTICLE 29

REST PERIODS

A. All employee work schedules shall provide for a fifteen (15) minute rest period during each half day. The rest period shall be scheduled at the middle of each half shift whenever feasible.

ARTICLE 30

SAFETY AND 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's 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 in 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 Supt.

E. Employees who regularly work four (4) 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 optomologist 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.

ARTICLE 31

GRIEVANCE PROCEDURES

A. A grievance is defined as acclaimed 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 or 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 (1) 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 ten (10) 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 the 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 (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 affected employee or his representative may appeal said determination within thirty 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 is not rendered within the time limits prescribed for decision at any step in the grievance 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 any step in the grievance procedure.

ARTICLE 32

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, on a need to know basis.

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.

ARTICLE 33

SEPARABILITY AND 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 shall 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.

ARTICLE 34
MANAGEMENTS RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon the 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 regulations 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 35

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining 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.

ARTICLE 36

TERMINATION

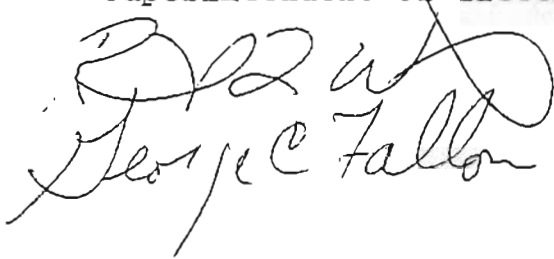
A. This Agreement shall be in full force and effect as of

July 1, 1991, and shall remain in effect to and including June 30, 1994, 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 the Agreement.

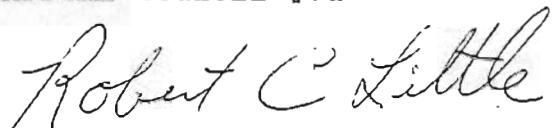
B. Within forty-five (45) days after receipt of the aforementioned notification, if any, meeting shall be held between parties for the purpose of establishing ground rules regarding the commencement of negotiations.

Agreed on this 17th day of December 1991

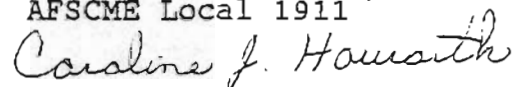
Superintendent of Elections


George C. Fallon

AFSCME Council #71


Robert C. Little

AFSCME Local 1911


Caroline J. Hausuth