

COLLECTIVE BARGAINING AGREEMENT

THE COUNTY OF BERGEN

**SUPERINTENDENT OF ELECTIONS/
COMMISSIONER OF REGISTRATIONS**

AND

**UNITED SERVICE WORKERS' UNION/
IUJAT LOCAL 1N**

JANUARY 1, 2008 - DECEMBER 31, 2011

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THIS AGREEMENT entered into as of the ratification date of both parties (January 16, 2009), by and between the BERGEN COUNTY SUPERINTENDENT OF ELECTIONS / COMMISSIONER OF REGISTRATIONS OF THE COUNTY OF BERGEN (STATE OF NEW JERSEY)), hereinafter referred to as the "EMPLOYER" and the UNITED SERVICE WORKER'S UNION; IUJAT LOCAL 1N, hereinafter referred to as the "UNION".

WITNESSETH

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by the Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I

RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Employer hereby recognizes the United Service Workers' Union/IUJAT Local 1N as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for that Bargaining Unit defined hereinabove. Such Unit had been previously certified by the New Jersey Public Employment Relations Commission as STATE OF NEW JERSEY; PUBLIC EMPLOYMENT RELATIONS COMMISSION DOCKET #RO-83-168 (NOVEMBER 4, 1983)

UNIT: All secretarial, clerical, investigative and records room personnel employed by the Bergen County Superintendent of Elections/Commissioner of Registrations excluding managerial executives, professional and craft employees, confidential employees, police and supervisors within the meaning of the Act.

It is agreed that the following classifications are excluded from the bargaining unit: Chief Investigator, Chief Custodian, Chief Clerk; Private Clerk

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be in force commencing January 1, 2008 through December 31, 2011.

ARTICLE III

NEGOTIATIONS PROCEDURE

- A) Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than five (5) representatives of each party shall participate in collective negotiating meetings, except by consent of both parties.
- B) Collective negotiations for the contract period January 1, 2012 shall commence in accordance with the Rules and Regulations of the Public Employment Relations Commission.
- C) Negotiating sessions shall begin at times which will permit at least three (3) consecutive hours of negotiating and shall continue for at least such period, and the Union representatives (not exceeding the number shown above) on duty during the periods agreed upon for negotiations, shall be permitted to attend that negotiating session or a regularly scheduled negotiating session without loss of pay. No other payment will be made to Union representatives for the negotiating sessions.

ARTICLE IV

GRIEVANCE PROCEDURE

- A) A grievance shall mean a complaint by a member of the bargaining unit that there has been to him or her a misinterpretation or misapplication of the terms of the Agreement.

Level One: Within ten (10) working days after the grievant knew, or should have known of the events or conditions on which the grievance is based, a grievance may be submitted (in writing) to the Employer by the Union for review. The Employer, or a Committee thereof, shall hold a hearing within seven (7) working days from the time of submission of the grievance. The Employer, at this level will discuss the grievance with a Union Committee composed of one or more of the Local's Officers, the Section Representative and the Recording Secretary. The Employer shall give a reply within five (5) working days after the hearing.

Level Two: Within twenty (20) working days after receipt of the Employer's reply, any grievance processed under this Article through the afore-mentioned level, that which cannot be resolved satisfactorily after going through the foregoing procedures, may be submitted by either the Union or the Employer in writing to an Arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey.

1. The Arbitrator so selected shall confer with the representatives of the Employer and the Union and hold hearings promptly and shall issue his/her decision by no later than thirty (30) days from that date of the submission of briefs, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Employer and the Union and shall be final and binding on the parties.
2. The cost for the services of the Arbitrator, including the per diem expenses (if any) and actual necessary and other expenses, shall be borne equally by the Union and the Employer. Any other expenses incurred shall be borne equally by the party or parties incurring same.
3. If during any step of the Grievance Procedure, it is agreed that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits. He/she shall then be compensated for his/her wage losses resulting from such suspension or discharge unless the parties agree otherwise.
4. If an employee is brought up on charges, no suspension or discharge will be put into effect without a formal hearing by the Superintendent or designee and/or his/her representatives meeting with the Section Representative and the Recording Secretary. This provision does not apply to situations requiring immediate action because of the nature of the offense. It is understood that the Union shall have the right to appeal the Superintendent or designee's decision to the Employer in any case of suspension or discharge.
5. Employees elected to positions on the Union Grievance Committee shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

ARTICLE V

MANAGEMENT RIGHTS

Nothing in this contract shall abrogate the management rights of the Employer. Except as otherwise provided herein, the Employer retains the exclusive right to hire, direct and schedule the working force, to plan, direct and control operations, to discontinue, reorganize, or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by the New Jersey Department of Personnel, to hire and layoff employees in accordance with the New Jersey Department of Personnel procedures, to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as the Employer shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Employer by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE VI

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, religion, sex or national origin.

ARTICLE VII

SALARIES AND WAGES

- A.** Retroactive to January 1, 2008, there shall be a three point eight seven five (3.875%) percent across-the board base salary increase applied to all employees' base wages for those on the active payroll as of August 15, 2008, except as noted below.
- B.** On January 1, 2009, there shall be a two point eighty five (2.85%) percent across-the-board salary increase applied to the base wages, except as noted below.
- C.** On July 1, 2009, there shall be a one point thirty (1.30%) percent across-the board- increase applied to the base wages, except as noted below.
- D.** On January 1, 2010, there shall be a three point fifty (3.50%) percent across-the base salary increase applied to all employees' base wages, plus a Three Hundred (\$ 300.00) Dollars one (1) time base pay equity adjustment (which shall be applied before the insurance stipends, if applicable), except as noted below.
- E.** On January 1, 2011, there shall be a three point eighty (3.80%) percent across-the-board base salary increase applied to all employees' base wages, except as noted below.
- F.** If there is an increase in the minimum salary of the employee, then the employee(s) shall either receive the minimum increase (where applicable) or the raise(s) listed above, whichever is greater.
- G.** All salary increases to base wages in the sections above (Article VII A-E) are exclusive of longevity payments.
- H.** For full-time employees of the bargaining unit who make \$ 31,500 or less per year (which shall have already included the general increase), they shall receive the following pay adjustments, as stated below, effective January 1, 2009 and each year thereafter until his/her total compensation reaches \$ 31,500 per annum. Post ratification, new hires shall receive said wage adjustment, if eligible, only after they have worked twelve (12) consecutive months with the County. An employee shall only receive this adjustment, including the adjustment and the percentage (%) raises set forth above and all other applicable stipends combined with the adjustment raises below, until the employee's total compensation reaches \$ 31,500 per annum, even if the employee is required to receive less than the adjustments below.

Once the total compensation meets or exceeds \$ 31,500 per annum, the pay adjustments shall immediately cease. The hours listed below reflect the actual hours worked by the employees and the employees must actually work said hours to be eligible for the particular adjustment:

January 1, 2009
32.5 hours/week= \$ 210.00

January 1, 2010
32.5 hours/week= \$ 210.00

January 1, 2011
32.5 hours/week= \$ 210.00

New employees will receive said adjustments on the first anniversary of their date of hire.

I. Anything to the contrary above, notwithstanding, no employee shall receive a salary increase before the first anniversary of his/her date of hire. On the first anniversary of his/her date of hire/he/she shall receive a salary increase of the same amount or percentage (as the case may be) as received by the Unit at large the preceding January 1st. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive an increase in accordance with Paragraph A.

J. Promotional appointments and salary adjustments shall be effective on the date of promotion.

K. Any employee hired after the signing of this Contract shall be paid at an hourly rate not to exceed the lowest paid to an existing incumbent in the same classification...and within the same Department....with like working experience in that discipline. If a new employee is brought in at a higher rate than that of an existent incumbent in the same classification then those at a lower rate, than the new hire shall be made whole.

L. The annual minimum starting salary paid to any full-time employee covered by this Agreement shall be: \$ 16,000 per annum as of January 1, 2008; \$ 17,500 per annum as of July 2, 2009; \$ 18,648 per annum as of January 2, 2010 and \$ 20,000 per annum as of December 31, 2011.

ARTICLE VIII

LONGEVITY

A. Payments shall be made to employee with unbroken, continuous long-term service to the Employer.

B. Longevity payments shall be included as part of the base salary.

C. Part-time employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.

D. Seasonal and per diem employees shall not be entitled to longevity.

Longevity Rates

Effective January 1, 2008

6 years of continuous service = \$ 300

9 years of continuous service = \$ 600

14 years of continuous service = \$ 1,000

17 years of continuous service = \$ 1,250

23 years of continuous service = \$ 1,500

Effective January 1, 2009

6 years of continuous service = \$ 350

9 years of continuous service = \$ 650

14 years of continuous service = \$ 1,050

17 years of continuous service = \$ 1,325

23 years of continuous service = \$ 1,600

Effective January 1, 2010

6 years of continuous service = \$ 400

9 years of continuous service = \$ 700

14 years of continuous service = \$ 1,100

17 years of continuous service = \$ 1,425

23 years of continuous service = \$ 1,700

Effective January 1, 2011

6 years of continuous service = \$ 450

9 years of continuous service = \$ 750

14 years of continuous service = \$ 1,150

17 years of continuous service = \$ 1,525

23 years of continuous service = \$ 1,800

No new employees, hired on or after the ratification of the Memorandum of Agreement (January 16, 2009), shall receive longevity until after they have served nine (9) years with the County of Bergen.

ARTICLE IX - HEALTH BENEFITS

A. Basic Medical Hospital

1. Premiums for the new Bergen County Direct Access Plan or the County's Traditional Plan (as amended) or the County's HMO Plan provided to County employees and their eligible dependents shall continue to be paid by the Employer. Employees must work at least twenty (20) hours per week to be eligible for such coverage. The Employer reserves the right in its sole discretion to change insurance carriers or plans at any time provided the coverage is substantially equivalent to that which is presently in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

2. Employees who complete twenty five (25) years of service in the New Jersey Public Employees Retirement System shall, at the time of their retirement from the County of Bergen, continue to receive health benefits under the same terms as County employees.

3. Employees will be required to obtain pre-certification on hospital admissions, chiropractic, physical therapy and all mental health counseling. Second opinions will be required on surgery. The County will pay all costs in securing second opinions. Failure to obtain pre-certification or second opinions will result in a penalty of doubling the annual deductible. Such penalty can be imposed only once a year. All employees will receive training and a booklet explaining the new program prior to the effective date of these changes.

The employer shall establish a Preferred Provider Network for Physical Therapy, Chiropractic Care and Mental Health Services (Out-Patient).

4. All employees in the Traditional Plan shall be responsible for the following deductibles (\$400.00-individual; \$800.00-others) as of January 1, 2009.

5. Effective January 1, 2010, all employees in the Traditional Plan shall be responsible for the following deductibles (\$500.00-individual; \$1,000.00-others).

6. All employees in the Traditional Plan, which has an 80/20 deductible, shall pay a maximum out of pocket of \$1,000.00 for individuals and \$2,500.00 for all others annually, effective January 1, 2009.

7. Effective January 1, 2009, the Bergen County Direct Access Plan (see Appendix) shall be offered as an option to existing employees. Employees hired on or after January 1, 2009 shall only be offered the Direct Access or HMO Plan(s). The existing Traditional (as amended) and HMO Plans shall continue to be provided to those hired before January 1, 2009, with the Traditional Plan as modified in this Article and per the Appendix.

8. Employees hired before January 1, 2009 who were in the Traditional Plan may select admission to the Direct Access Plan and receive the following wage adjustments to base pay, after the application of the across-the-board wage increase (Article 6) and all other adjustments that may be added to the employee's base salary provided the employee chooses to move to the Direct Access Plan effective January 1, 2009 as follows:

January 1, 2009 - \$425.00 annually
January 1, 2010 - additional \$425.00 annually
January 1, 2011 - additional \$425.00 annually

9. Those employees remaining in the Traditional Plan subsequent to January 1, 2009, but who move to the Direct Access Plan on or before January 1, 2010 shall receive the following base pay wage adjustments after the application of the across-the-board wage increase (Article 6) and all other adjustments that may be added to the employee's base salary as follows:

January 1, 2010 - \$300.00 annually
January 1, 2011 - additional \$ 300.00 annually

10. In regard to the above paragraphs, the following further conditions apply:

a) The adjustments cited above will not apply to any employee who goes from Traditional to Direct Access after January 1, 2010.

b) If any employee opts into the Direct Access Plan, they may not opt back into the Traditional Plan, but may opt into the HMO Plan. Opting into the HMO Plan will end the payment of the stipend established in paragraphs A(8) or A(9) above.

c) If an employee only works a partial year and is eligible to receive either of the adjustments above, he/she shall only receive a pro-rata share of the adjustment based on number of months worked.

d) No additional adjustments shall be made on or after December 31, 2011.

B. DENTAL

The Employer shall maintain the currently effective dental benefits insurance program during the term of this Agreement sponsored by the New Jersey Dental Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program IIB, which plan shall provide for a maximum annual benefit in the amounts set forth below for dental services and a maximum annual as set forth below for orthodontic services with a Twenty-Five (\$25.00) Dollar deductible, per patient, per calendar year with a co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan shall be paid by the Employer. The Employer reserves the right in its sole discretion to change insurance carriers or the plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change. Effective January 1, 2009, the maximum annual benefits for above shall be \$1,400.00; effective January 1, 2010, the maximum annual benefits for above shall be \$1,500.00; and, effective January 1, 2011, the maximum benefits for above shall be \$1,600.00.

C. DISABILITY

1) The Employer shall maintain the disability benefits insurance program during the term of the Agreement subject to the following conditions:

a) The premium shall be paid by the Employer - in full as of January 1, 2004. Employees who join the plan shall receive benefits of seventy (70.0%) percent of the employee's weekly wage to a maximum of \$150.00 per week with a maximum of fifty-two (52) weeks of payments. The Plan shall cover disability due to pregnancy;

b) The waiting period prior to the benefit entitlement shall be thirty (30) days;

c) An employee who becomes eligible for disability payment and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time which would give him/her his/her normal bi-weekly base salary.

2) The Employer reserves the right at its sole discretion to change insurance carriers or plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

3) An employee who is disabled within the meaning of the Disability Benefits Insurance Program and who has exhausted all paid leave due him/her may appeal to the County Executive or his designee for the continuation of coverage under the State Plan, the Dental Program, the Disability Program, the Prescription Program and the Eye Care Plan at the expense of the Employer until either the employee is no longer disabled or a period of fifty-two (52) weeks has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The County Executive or his designee shall have the authority in his sole discretion either to provide for a continuation of health coverage or to allow the coverage to lapse as may otherwise be required under law.

4) The County will offer the employees the right to purchase up to the State Disability minimums through payroll deduction.

D. PRESCRIPTION

The Employer shall provide a prescription payment insurance plan to all employees covered by this Agreement and with coverage for dependents, under the terms of which Plan:

1) For calendar year 2008, all eligible employees shall be covered by the following prescription co-pays:

\$5.00 (generic) (30 day supply)

\$ 15.00 (brand name) (30 day supply)

\$ 7.50 (generic and brand name) (90 day supply)

Above the line is retail purchase; below the line is mail order/home delivery purchase.

2) As of January 1, 2009, all eligible employees hired on or before December 31, 2008 shall pay the following co-pays:

\$5.00 (generic) (30 day supply)
\$15.00 (brand name) (30 day supply)
\$ 5.00 (generic) (90 day supply)
\$15.00 (brand name) (90 day supply)

Above the line is retail purchase; below the line is mail order/home delivery purchase.

3) All employees hired on or after January 1, 2009 shall be covered by the following prescription co-pays:

\$5.00 (generic) (30 day supply)
\$15.00 (preferred brand name) (30 day supply)
\$30.00 (non-preferred brand name) (30 day supply)
\$5.00 (generic) (90 day supply)
\$30.00 (preferred brand name) (90 day supply)
\$60.00 (non-preferred brand name) (90 day supply)

Above the line is retail purchase; below the line is mail order/home delivery purchase.

4) The insurance company shall pay any all charges above the deductible payment made by the employee.

5) The Employer shall pay the full premium.

6) This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective three (3) months after an employee's hire date.

7) Each prescription shall be for a supply of medication not to exceed thirty (30) calendar days, except for mail order prescriptions which shall not exceed a ninety (90) day supply.

8) The Employer reserves the right in its sole discretion to change insurance carriers of plan at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

9) Effective January 1, 2009, no employee shall seek reimbursement, through any of the County's insurance programs or any other County entity, of the prescription co-pays paid by the employee.

E. EYE CARE

The Employer shall reimburse employees for expenses incurred by them and their dependants for eye care, subject to the following:

- 1) The expense shall have been incurred to a recognized supplier of eye care (e.g., physician, optometrist, laboratory, supplier of eye glasses or contact lenses, etc.); and,
- 2) A bill for the expense or proof of the expenditure together with a voucher signed by the employee, shall have been submitted to the Employer; and,
- 3) The expense is not one covered by any other insurance program supplied by the Employer under this Agreement; and,
- 4) There shall be a Two Hundred Twenty-Five (\$225.00) Dollar benefit per year for the employee and dependants, but Four Hundred Fifty (\$450.00) Dollars may be used collectively in years in 2008 and 2009.
- 5) There shall be a Two Hundred Fifty (\$250.00) Dollar benefit per year for the employee and dependants, but Five Hundred (\$500.00) Dollars may be used collectively in years 2010 and 2011.
- 6) In either paragraphs 4 and 5, this shall be no combining of amounts.
- 7) Dependants will be defined pursuant to the County's medical insurance plan.

ARTICLE X

PERSONAL LEAVE

1. Each employee shall be entitled to three (3) personal days in each year of this Agreement. The Personal Leave Days may not be accrued. The Employer must be notified at least twenty-four (24) hours in advance and, except in case of emergency, prior approval of the Employer must be obtained.
2. Each employee shall receive a one-half (½) day commencing at the noon hour on the last working day before Christmas Day or New Year's Day. In addition, each employee has the option commencing at the noon hour to take a one-half (½) day within the two (2) days following the Primary, General Election Day and Annual School Election. These may not be accrued and are earned providing the employee actually works on Primary, General Election Day and Annual School Election.
3. Seasonal and per diem employees shall not be entitled to personal leave.
4. Employees must be employed for three (3) months before becoming eligible for personal leave. An employee employed on or after January 1, 2004 must be in the employ of the County at least six (6) months before becoming eligible for and use personal leave.

ARTICLE XI

WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

1. The standard work week shall consist of five (5) days, Monday thru Friday, from 9:00 a.m. to 4:30 p.m., with one (1) hour off for lunch. The total work week is 32 ½ hours or 65 hours each two-week period.

2. a. During the term of this Agreement, the existing work schedule and hours of work will remain intact.

b. During the calendar months of the first (1st) following the Primary to the Monday following Labor Day, each employee shall have the option of working either of the two (2) following work schedules. The lunch hour schedule will be the same as it is for the rest of the year.

For all other employees the schedule shall be from 8:30 a.m. to 4:00 p.m. with a one (1) hour lunch or 9:00 a.m. to 4:30 p.m. with a one (1) hour lunch. The lunch hour schedule will be the same as it is for the rest of the year.

During the calendar months of the first Monday following the Primary to the Monday following Labor Day, each employee shall have the option of working either of three (3) following daily work schedules.

Warehouse	8:00 am - 3:30 pm	one (1) hour for lunch
Superintendent Office	8:30 am - 4:00 pm	one (1) hour for lunch
	9:00 am - 4:30 pm	one (1) hour for lunch

The lunch hour schedule will be the same as it is for the rest of the year.

c. Each employee must indicate in writing to the Superintendent which schedule he/she desires prior to June 1. Whichever schedule is chosen must be adhered to for the full duration of the summer hour program.

3. During the period before and after Primary and General Election Day, the Employer shall have the right, without prior negotiation with the Union, to assign overtime work to the employees, in order to fulfill the Employer's statutory obligations.

4. All employees who are eligible to be in the bargaining unit are eligible for overtime. For hours worked in excess of forty (40) hours in one week, payment shall be at time and one half (1 ½) the applicable rate of pay.

5. The Employee's standard hourly rate (annual salary divided by 1,690 annual hours of work) shall be used in the computation of overtime pay.

6. Part time workers shall not be entitled to time and one half (1 ½) pay unless they work more than forty (40) hours in a week.

7. When a snow emergency is declared by the EMPLOYER, time worked by employees other than the normal working hours shall be paid at time and one half (1 ½).
8. When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.
9. When an employee receives paid leave during the regular bi-weekly pay period and the employee receives pay for that day, those hours shall be included in the computation of overtime for that period.
10. Effective January 1, 2004, employees that are regularly assigned to the Voting Machine Warehouse Operations and that may be required to work Special Election assignments, i.e. special school referendums, shall be entitled to a meal reimbursement. That reimbursement shall not exceed Ten (\$10.00) dollars per day and is payable upon the presentation of a paid receipt submitted to the Employer or his/her designee.
11. When an employee is called back to duty at the end of a regular tour, the employees shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater. The Employer may require the four (4) hours to be actually worked. This shall not apply in the case of employees required to work overtime immediately after a regular tour.
12. When an employee is required to work on a holiday, the employee shall receive standard time plus time and one-half for the hours worked.
13. Overtime must be authorized by the Employer or its designated deputy and entered on the weekly time sheets.
14. Overtime earned may be credited to the employee's Compensatory Time Off account to the extent permitted in the Section covering Compensatory Time Off and as limited by applicable Federal and State regulations. The taking of such Compensatory Time Off may be arranged only at the discretion of the Employer.
15. Overtime List: Overtime shall be assigned by the Employer on a rotating basis according to the employee's seniority based on the hiring date. An initial list shall be posted by the Employer with employee's names arranged according to seniority. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list and the rotation shall continue in seniority for each successive overtime opportunity.
16. In case of an emergency, the Employer shall have the right to call in any employee to work overtime. A second overtime list, maintained in the same manner as the regular overtime list, shall be utilized for special functions (i.e., school elections).

17. **Compensatory Time Off:** Employees who work in excess of regular hours may elect to take CTO by the end of the pay period within the extra hours are worked. If the extra hours are worked at straight time, CTO shall be taken in straight time with the approval of the Employer and subject to the needs of the Employer. If the extra time is in excess of forty (40) hours, the employee may elect to take off one and one half (1 ½) times the hours worked prior to the end of the pay period within which the said extra hours were worked, subject to the approval of the Employer and the needs of the Employer.

Unit members are entitled to use accumulated compensatory time through February of the following year in which it was earned.

ARTICLE XII

PAY DURING ABSENCE

1. **Unscheduled Absences:** If, for any reason, an employee is unable to report for duty, h/she must notify the Employer as soon as possible, and before the scheduling starting time. Irregular or poor attendance may be cause for disciplinary action. An employee from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

2. **Scheduled Absences:** When an employee is on a leave of absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

3. **Jury Duty:** A leave of absence shall be granted to an employee called for Jury Duty. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

4. **Sick Leave:** a. If an employee is unable to report to work due to illness or for any other reason, it is essential that the Employer be notified according to the Employer's procedure.

Failure to give proper notification could result in disapproval of the request for sick leave or be considered as an unscheduled absence.

b. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Employer. The Employer retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a County physician if the Employer has any questions as to the employee's condition.

c. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

d. Sick leave is earned and accumulated in the following manner. One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 1/4 per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month, sick leave is not earned for that month.

e. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.

f. Seasonal or per diem employees are not eligible for sick leave.

Sick leave may be granted for:

1. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
2. Serious illness of a member of the employee's immediate family or household (as defined in Bereavement Leave), requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.
3. In case of extended illness, the employee may use accrued Compensatory Time off or Vacation Leave.
4. One-half (½) day segments of sick leave may be utilized for health care appointments (e.g., physician, dentist, etc.). Forty-eight (48) hours notice shall be provided by the employee.

Accumulated sick leave is forfeited upon separation from the Employer's service, except as provided for under "Terminal Leave" hereinafter.

5. Effective 2004, the County will have a sick leave buy back program as follows:

To be eligible, the employee must have at least thirty (30) sick leave days on the books as of October 31st of each year.

The employee may sell back up to five (5) days per year.

The employee must notify the County of his/her willingness to sell back days and the amount of sell back as of November 15th of each year

The rate at which the days will be paid is the yearly rate in the year in which the sell back notification occurs

The County will pay the sick leave buy back amount by the first pay period in February of the next year.

6. Injury Leave: Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Workers' Compensation statutes or any policy of Workers' Compensation insurance applicable to the said employee.

a. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers' Compensation insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury which is covered by Workers' Compensation insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

b. After injury leave is used, the employee may be granted additional injury leave only upon approval of the Employer. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

c. Use of Injury Leave - Employees absent from duty due to an accident, illness or injury which is compensable under the Workers' Compensation statutes or any policy of Workers' Compensation insurance applicable to the said employees and who have completed three (3) months of service with the Employer will be compensated by the Employer on a bi-weekly basis at the regular base rate of pay for a period not in excess of thirty (30) working days for each new and separate injury. Payments shall be made in either of the following ways:

1) A check issued by the Employer in the full sum of the employee's base salary. Upon receipt of compensation checks for temporary disability during the said thirty (30) day period, the employee shall endorse those checks over to the Employer. Subject to it being permitted to do so by applicable Federal and State law or regulation, the Employer shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employee for income tax purposes, and the W-2 or similar forms sent to the employee at the conclusion of each year shall not show such payments as income.

2) A check issued by the Employer in an amount equal to the difference between the employee's base salary and the amount of partial disability Workers' Compensation insurance payments received during the said thirty (30) day period.

3) If eligibility for payments is contested by the Employer, eligibility will be based on the determination of the New Jersey Division of Workers' Compensation under the terms of the New Jersey Workers' Compensation Act.

d. Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the Employer is contesting the employee's eligibility for injury leave. In the event that the Workers' Compensation Division determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance. In the event that eligibility for payment is denied by the Workers' Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of the injury and to use vacation leave.

e. Medical Proofs: In order to limit the obligation of the Employer for each new separate injury, the Employer may require the employee to furnish medical proof or submit to medical examination by the Employer at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the services of the Employer.

f. When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to work.

1) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.

2) In the absence of such certification, the employee shall be removed from the injury leave.

7. Bereavement Leave: Employees shall be entitled to four consecutive (4) working days leave with pay, one day of such leave must be the date of the burial, for members of their immediate family. Immediate is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grand-children or any other relative residing in the employee's household. Effective January 1, 2005, aunt, uncle and domiciled partner shall be added to the list of bereavement eligible individuals for one (1) day, the day of the funeral only. Domiciled partner is defined as the designated beneficiary on the employee's insurance plan under PERS.

8. Terminal Leave: Employees, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement), or employees who terminate their service after reaching age sixty (60), who are not covered by the Public Employment Retirement System, shall be granted a terminal leave lump sum payment as follows:

a) Each employee shall receive one-half (½) of his or her earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve (12) month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed twenty-thousand (\$20,000.00) dollars. (All employees hired on/or after January 1, 2009 shall be capped as to terminal leave at 50% of accumulated sick leave not to exceed \$15,000.00).

Under retirement or termination, the Employee may select:

“Option 2” in lieu of the terminal benefit provided under Subparagraph A above, and receive a terminal benefit which is equal to one (1) day of pay, computed as in Subparagraph A above, for each full year of service.

In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the employee has been employed by the Employer for seven (7) consecutive years.

b. Part-time employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

9. Leave of Absence: Leave Without Pay: A permanent employee, for reasons satisfactory to the Employer, may be granted a personal leave of absence without pay or service credit for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Employer.

1) Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

2) Personal leaves of absence are granted with the understanding that the employee intends to return to the Employer’s service. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.

3) Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time, except the Employer may extend paid health benefits coverage as provided under Article IX (2) herein.

10. Maternity Leave: A female employee, upon her request, may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee’s sick leave is limited and when requested by the employee, the Employer may approve a leave of absence without pay not to exceed six (6) months. Upon the employee’s request, the Employer shall schedule an appointment with the registered nurse in the Medical Clinic of the County.

11. Military Duty Leave: If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may attend to three (3) months after the employee’s release from required military service. Sufficient proof of active military duty must be presented to the Employer prior to requesting such leave.



12. Military Training Leave:

1. A full-time probationary or permanent employee, who is a member of any component of the Armed Forces of the United States or New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted a leave of absence with pay to take part in such training. The Employee must provide a certified copy of orders for military training to the Employer prior to requesting leave for such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Employer had such training not been ordered. Except for employees in Section Three (3) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

2. A full-time or part-time provisional or unclassified employee who has been continuously employed by the Employer for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section One (1) above.

3. A full-time or part-time temporary, provisional or unclassified employee who has not been continuously employed by the Employer for at least one (1) full year at the time military training is to commence, may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

ARTICLE XIII

VACATION

1. Vacation Leave is earned and accumulated in the following manner

a. One day per month in the first calendar year for the first eleven (11) months and four (4) days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month.

b. From the beginning of the second calendar year to and including the fifth year, employees earn vacation at the rate of 1 and 1/4 days per month (15 days per year).

c. From the beginning of the sixth year and thereafter, employees earn vacation at the rate of 1 and 2/3 days per month (20 days per year).

2. Part-time employees are eligible for vacation leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service.

3. Seasonal or per diem employees are not eligible for vacation leave.

4. General:

a. When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off or deducted from the employee's pay.

b. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the employee's final paycheck.

c. Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his/her vacation leave.

d. If an employee resigned with proper notice, or plans to retire, the employee may be paid for earned and unused vacation leave as of the effective date of termination. In no case may an employee be paid for more than two (2) years of unused vacation leave.

e. If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his / her estate.

f. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during the vacation period.

g. Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.

h. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.

i. Seasonal and per diem employees are not eligible for vacation leave.

j. If a holiday, observed by the Employer, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and the employee shall be entitled to an equivalent day off.

k. Every effort is made to arrange vacation schedules to meet the individual desire of all employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation leave must be approved by the Employer, at least two (2) weeks prior to commencement of vacations of one (1) week or more.

The Employer may require that vacations be scheduled in other than the summer months when the needs of the Employer require it.

1. Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that the employee has notified the Employer at least thirty (30) days prior to the commencement of the vacation.

ARTICLE XIV

HOLIDAYS

1. The Employer agrees to furnish the following holidays with pay to all employees covered by this Agreement.

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

2. General: a. If a holiday falls during an employee's vacation, an additional day of vacation shall be granted. If a holiday falls on a Sunday, it will be observed on the following Monday, if a holiday falls on a Saturday, it will be observed on the preceding Friday.

b. Holidays falling within a period of paid absence will entitle the employee to be paid for such holidays. Periods of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off, Vacation Leave, Funeral Leave.

c. Holidays falling during an unpaid leave of absence will not be credited.

d. The Employer, for good cause, may disallow holiday pay for any employee who does not work the day before or the day following a holiday.

e. Those full-time employees not expressly exempted from overtime who work on a holiday shall receive, at the option of the employee, either: 1) payment at a rate of time and one and one-half (1 ½) for all hours worked plus an additional day off for the day worked, or 2) standard time plus time and one-half (1 ½) for the hours worked. Employees may request equivalent compensatory time off in lieu of pay for all hours worked on the holiday.

f. Part-time employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.

g. Seasonal and per diem employees are not entitled to holidays.

h. 1) Effective 2004, the employee's birthday shall also be a day off. However, if the employee works any part of that day, he/she shall not be eligible for or receive holiday pay.

2) If an employee's birthday falls on a Saturday or Sunday, the Saturday birthday will be celebrated on Friday and the Sunday birthday will be celebrated on a Monday.

3) If a holiday falls on the employee's birthday, the birthday will be celebrated on the day before the holiday. An employee whose birthday falls during their vacation shall receive the day off following the vacation period.

4) Otherwise, the employee's birthday will be celebrated on the actual day in question, unless more than five (5%) percent of the employee's division have the same birthday, then the employee(s) will take the birthday during the week the birthday occurs.

ARTICLE XV

PENSION

The Employer shall continue in effect the pension plan which is described, in part, as follows:

1. Membership in the contributory pension plan is compulsory for and only offered to all provisional employees who have served one (1) year, all permanent employees and all unclassified employees. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement for which the retiring member or beneficiary may qualify. Pension planning and advisory service are available in the Personnel Department. Employees are encouraged to make use of this service early in their careers.

2. Employees who are required to join the Retirement System receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement System, must also subscribe to the Contributory Life Insurance Plan of the Retirement System, during the first year of pension membership. After one year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional Life Insurance is 3/4 of 1% of the base salary.

3. The total amount of life insurance payable to the employee's estate depends upon three (3) things: annual salary, age and pension membership status at the time of death. If actively employed at the time of death, insurance coverage is one and one-half (1 ½) times the employee's annual salary or three (3) times if the employee has Contributory Life Insurance coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retiree without cost to him, but the total amount of coverage is reduced.

ARTICLE XVI

RELEASED TIME

In order to provide the orderly handling of grievance matters, the Shop Steward or the Shop Steward's designee, shall be released from their duties for reasonable periods of time for the purpose of handling such grievance matters.

The Employer will authorize one (1) individual, elected or designated by the Union, to attend its annual steward training day.

ARTICLE XVII

SENIORITY RIGHTS

1. Permanent employees shall be entitled to recognition for seniority with respect to changes in job assignment, hours or working conditions within that title only.
2. Seniority shall be based on New Jersey Department of Personnel title seniority which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the New Jersey Department of Personnel, seniority shall be based upon length of service with the Employer.

ARTICLE XVIII

DUES DEDUCTION AND FAIR REPRESENTATION FEE

Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Employer shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes.

The Employer shall deduct from the pay of all employees covered by this Agreement, who are non-members of the Union or who have not submitted to the Employer written notices authorizing the deduction of dues from the employee's pay, the maximum amount permitted by law in lieu of dues to the Union and shall forward that amount to the Union at regular intervals.

ARTICLE XIX

SENIORITY & LAYOFF/NEW OR VACATED POSITIONS

- A. Seniority shall be defined as length of continuous service with the Bergen County Superintendent of Elections/Commissioner of Registrations, commencing only after passing the New Jersey Department of Personnel test for the classification involved.

It is agreed between the Employer and the Union that if there is reduction in force within a classification, an employee shall be entitled to exercise his/her seniority right to assume, by bumping, a position within his or her category of employment, or in a category in which the reduction-in-force employee has prior certification. This clause shall be consistent with New Jersey Department of Personnel Rules and Regulations.

B. Permanent full-time vacancies and permanent new positions will be posted as they arise, and will be filled by transfers from within the bargaining unit provided there are qualified employees who have applied for such openings. Where qualifications are equal, seniority shall prevail. After permanent employees, qualified substitute employees in order of seniority shall be given first opportunity to fill openings in their classification. The Employer reserves the right to determine the qualifications. New Jersey Department of Personnel Regulations prevail.

An employee filling an opening under this Section B within his/her department retains seniority in the department and the right to go back to his/her former position, in case the new position is eliminated, and further providing that such right is subject to the other provisions of this Agreement. New Jersey Department of Personnel Regulations prevail.

In case of layoffs, the least senior employees in the classification affected will be laid off first provided those retained are qualified.

1. Any vacancy created by a transfer will be filled by recall of the most senior qualified laid-off employee in the event there is no employee in this category, then the vacancy may be filled at the discretion of the Employer.
2. Where employees are laid off and an opening occurs for reemployment, they shall be called back within that classification in the order of seniority.
3. In the event layoffs become necessary, the provisions of the New Jersey Department of Personnel Administration Rules 4:1-16 to 4:1-16.6 shall be followed.
4. Notice shall be forwarded to the Union by the Employer of any general layoffs or of any layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

C. A complete list of job classifications and duties will be posted, setting forth the criteria for the position as well as the commensurate wages and benefits. Such posting shall be in a central location at least one (1) month prior to the closing of applications for said positions. One (1) copy of all job descriptions currently in force shall be given to the Union.

ARTICLE XX

PAYMENT ON PROMOTIONS

If an employee is promoted or transferred to a title in a grade higher than the grade at which the employee's former title was located, the employee shall receive a salary increase in an amount equal to seven (7%) percent of the employee's salary before the promotion or transfer occurred. Any employee demoted from a promotional opportunity obtained on or after January 1, 2009 shall receive a seven percent (7%) percent decrease in their base salary.

ARTICLE XXI

PERSONNEL FILE

All entries in an employee's personnel file shall be contained in the Employer's Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc., shall be placed in a department file which are not also placed in the Employer's Personnel Department File. No entries, documents, etc., which reflect on the employee's ability, performance, or character shall be placed in a department file or in the Employer's Personnel File without first having been shown to the employee and the employee having been given the opportunity to place his or her initials thereon.

ARTICLE XXII

USE OF PERSONAL VEHICLE

Whenever an employee is required to use his or her own vehicle on the Employer's business, he or she shall be compensated for such usage at the rate of fifty-five (\$.55) cents per mile effective January 1, 2009.

ARTICLE XXIII

TUITION REIMBURSEMENT

The Employer shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

- a. The course is directly job-related and has received the prior approval of the Employer, which approval shall not be unreasonably withheld.
- b. The course or its equivalent is not offered by the Employer at no cost to the Employer.
- c. The employee has successfully completed the course and proof thereof has been furnished to the Employer.

- d. January 1, 2009: The Per Credit Maximum shall be \$ 250.00. The Annual Maximum shall be \$ 2,250
- January 1, 2010: The Per Credit Maximum shall be \$ 275.00: The Annual Maximum shall be \$ 2,475
- January 1, 2011: The Per Credit Maximum shall be \$ 300.00. The Annual Maximum shall be \$ 2,700

Per Credit Maximum shall be the credit course of the school up to the maximum.
Annual Maximum shall be the actual cost based on the school's per credit cost and the # of credits taken (up to 9).

The Parties agree that should the cost of the tuition paid by the County of Bergen exceed the annual average amount paid out over the period from January 1, 2009 through December 31, 2011, and by greater than fifty percent (50%), in any year, then the tuition reimbursement of the agreement shall revert back to the amount in effect January 1, 2009 (\$ 250/credit/\$ 2,250 annual) in the following year.

ARTICLE XXIV

PHYSICAL EXAMINATIONS

- A. Each employee shall be entitled to receive a physical examination to be conducted at the Center for Occupational Medicine or at another site mutually agreed upon by the Employer and the Union, consisting of the following: Chest x-ray, SMA series of Blood tests (23 in number), urine analysis, EKG, blood pressure test. In addition, female employees may have a breast examination and PAP smear test. All or any portion of the testing may be voluntary on the part of the employee.
- B. Each employee desiring a physical examination shall so indicate, in writing, to the Employer on or before May 1 of each year. The physical examination shall be scheduled by the Employer on or before September 1 of each year.
- C. Each employee shall cooperate with the Employer as to any possible reimbursement which the Employer may be able to secure from any insurance company affording coverage to the employee, the premiums for which insurance coverage are paid by the Employer.
- D. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties.
- E. The employee shall not be entitled to any salary or other payment if the examination is required to be scheduled outside of the employee's normal working hours.

ARTICLE XXV

CONTINUATION OF CONTRACT PROVISIONS

If expiration occurs during the course of negotiations, all of the provisions of the Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective including: In the event that the County becomes eligible to join the New Jersey Manufacturers Association, the County will do so at the earliest practical time subsequent to eligibility.

ARTICLE XXVI DURATION OF AGREEMENT

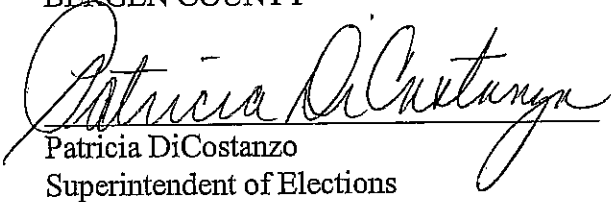
This Agreement shall be binding and effective as of January 1, 2008, and continue in full force and effect until midnight, December 31, 2011.

UNION TITLES


Administrative Clerk
Registrations/Elections
Assistant Chief Mechanic /
Voting Machines
Assistant Custodian and Chief Mechanic /
Voting Machines
Assistant Custodian /
Voting Machines
Clerk
Clerk-Typing
Computer Operator
Elections Clerk
Elections Clerk Typing
Investigator Registrations & Elections
Mechanic Voting Machines
Microfilm Operator
Microfilm Systems Supervisor
Principal Clerk Typist
Principal Elections Clerk Typing
Secretary Registration & Elections
Senior Elections Clerk Typing
Senior Investigator Registration & Elections
Senior Microfilm Operator
Supervising Computer Operator
Supervising Elections Clerk

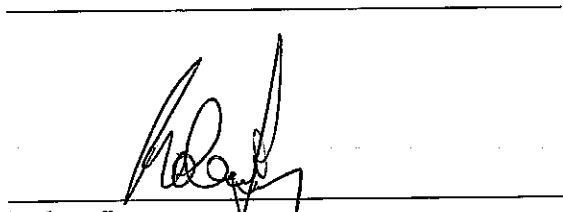
IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be signed by their respective officers, attested by their respective secretaries, and their corporate seal to be placed hereon, on this _____ day of January, 2009

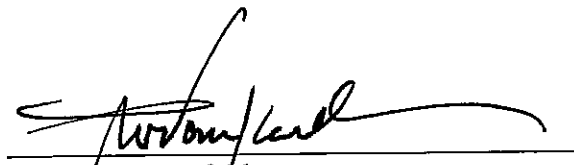
SUPERINTENDENT OF ELECTIONS
COMMISSIONER OF REGISTRATIONS
BERGEN COUNTY


Patricia DiCostanzo
Superintendent of Elections

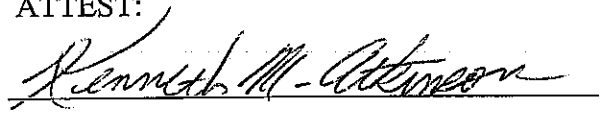

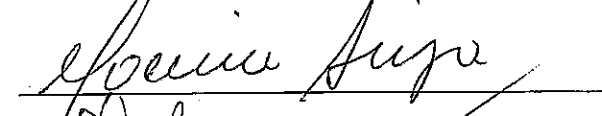
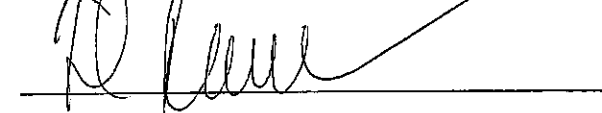
UNITED SERVICE WORKERS' UNION/
IUJAT LOCAL 1 N


Edward Kahn
Union President


Robert Laux
County Administrator


Ralph W. Kornfeld
Director of Personnel

ATTEST:

Negotiating Team (USW; IUJAT LOCAL 1N)

