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THIS AGREEMENT entered into as of the 1st day of January, 1992, by and between the SUPERINTENDENT OF ELECTIONS/COMMISSIONER OF REGISTRATION OF THE COUNTY OF BERGEN, STATE OF NEW JERSEY, hereinafter referred to as the "EMPLOYER", and New Jersey Employees Labor Union #1/SEIU LOCAL 1988, hereinafter referred to as the "UNION".

W I T N E S S E T H

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 premises 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 New Jersey Employees Labor Union #1/SEIU Local 1988, as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission.

STATE OF NEW JERSEY

PUBLIC EMPLOYMENT RELATIONS COMMISSION DOCKET NO. RO-83-168

November 4, 1983

UNIT: All secretarial, clerical, investigative and records room personnel employed by Bergen County Superintendent of Elections/Commissioner of Registration 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 Clerk

Chief Custodian

Private Clerk

ARTICLE II - Term of Agreement

This Agreement shall be in force commencing January 1, 1991 through December 31, 1992.

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 beginning January 1, 1993 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 negotiation 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 and subsequent regularly scheduled negotiating sessions 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.

B) 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 immediate supervisor/office manager/chief custodian by the grievant with or without a Union committee representative. Within ten (10) working days thereafter, a written reply shall be given by the supervisor/officer manager/chief custodian to the grievant and Union committee representative.

Level Two: Within ten (10) working days from the receipt of the supervisor's reply, the Union may submit the grievance in writing to the Chief Clerk. He and/or his representative shall meet with the Union Section Representative and the Union Recording Secretary within ten (10) working days after receipt of the grievance to discuss the matter. The Chief Clerk shall send his/her decision in writing to the Union within ten (10) working days after the grievance meeting.

Level Three: Within ten (10) working days after receipt of the decision if the grievance is still unresolved, the matter may then be submitted 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 to discuss the grievance with a Union committee composed of one or more Local officers of the Union, the

Section Representative and the Recording Secretary. The Employer shall give its reply within five (5) working days after the hearing.

C) 1. Within twenty (20) working days after receipt of the Employer reply, any grievance processed under this article through the above levels, 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.

2. The arbitrator so selected shall confer with the representatives of the Employer and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the 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. The Arbitrator's decision shall be in writing and shall set forth his 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.

3. The cost for the services of the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence 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.

D) 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, and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.

E) 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.

F) 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 Civil Service, to hire and lay off employees in accordance with Civil Service 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 respect 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 to a grievance.

ARTICLE VI - Discrimination and Coercion

There shall be no discrimination, interference or coercion by 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, sex or national origin.

ARTICLE VII - Salaries and Wages

A) 1. Effective January 1, 1991, employees covered herein shall receive a salary increase of four (4%) percent over his/her 1990 wage rate as of December 31, 1990.

2. Effective Jan. 1, 1992, employees covered herein shall receive an additional five (5%) percent over his/her 1991 wage rate as of December 31, 1991.

ARTICLE VIII - Longevity

A) Payments shall be made to employees with unbroken, continuous long-term service to the Employer as follows:

1. Employees completing 72 months (6 years) of service shall receive \$200.00.

2. Employees completing 108 months (9 years) of service shall receive \$400.00

3. Employees completing 168 months (14 years) of service shall receive \$800.00.

4. Employees completing 228 months (19 years) of service shall receive \$1,000.00.

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.

ARTICLE IX - Health Benefits

1) Seasonal and per diem employees shall not be entitled to these benefits. Though the Benefits stated herein are provided pursuant to plans endorsed by the County of Bergen the Employer herein is responsible for administration of this Agreement.

2) Basic Medical/Hospital: Premiums for the current State

Health Benefits Plan provided during the year 1986 for employees of the Employer 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.

3) Dental: The Employer shall provide a Dental Benefits Insurance Program during the term of the Agreement sponsored by the New Jersey Dental Service Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program II-B, which plan provides for maximum annual benefits in the amount of One Thousand ((\$1,000.00) Dollars for dental services and maximum annual benefits of One Thousand (\$1,000.00) Dollars 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.

4) Disability: The Employer shall provide a disability benefits insurance program during the term of the Agreement sponsored by John Hancock Mutual Life Insurance Company or a company agreeable to both parties, subject to the following conditions.

a. The premium shall be paid in the following proportion. Employer \$6.20; employee \$3.40. Any increase in the premium over the premium paid in 1989 shall be paid fifty (50%) percent by the Employer and fifty (50%) percent by the employee. Employees who choose to join the Program shall make payment through payroll

deductions; it is understood and agreed that no employee shall be obliged to participate in the said Program.

b. The benefits to be provided shall be those as provided during the year 1988, except the waiting period shall be reduced to thirty (30) days. This plan shall include benefits of seventy (70%) percent of the employee's weekly wage to a maximum of One Hundred Fifty (\$150.00) Dollars per week with a maximum of fifty-two (52) weeks of payments. The Plan shall cover disability due to pregnancy.

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 required to give him/her normal bi-weekly pay.

d. 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 Employer for the continuation of coverage under the State Health Benefits 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 Employer shall have the authority in his sole discretion either to provide for a continuation of health benefits coverage or to allow the coverage to lapse as may otherwise be required under Article 13(8) (a) (3) of this Agreement.

5) Prescription: The Employer shall provide a prescription plan through Paid Prescriptions of Paramus of the Medco Group or through an insurance company acceptable to both the Employer and the Union or through an insurance company acceptable to both the Employer and the Union or through a program of self insurance which program shall be acceptable to both the Employer and the Union, which plan shall provide the same or equal coverage as that provided to the employees of the Bergen Pines County Hospital and shall be subject to the following:

a. The first Two (\$2.00) Dollar cost of the prescription shall be paid by the employee and the remainder of the cost shall be paid by the insurance company of the Employer.

b. Each prescription shall be for a supply of medication not to exceed thirty (30) days.

c. Full premium to be paid by the Employer.

6. Eye Care:

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

(a) the expense shall have been incurred to a recognized supplier of eye care (e.g., physician, optometrist, laboratory, supplier and eye glasses or contact lenses, etc.); and

(b) a bill for the expense or proof of the expenditure together with a voucher signed by the employee, shall be submitted to the Employer; and

(c) the expense is not one covered by any other insurance program supplied by the Employer under this Agreement; and

(d) the total reimbursement by the Employer does not exceed One Hundred Twenty-Five (\$125.00) Dollars each year.

6. In the event the Employer desires to enter into a program of self-insurance regarding coverage for the items set forth above, the parties agree to reopen negotiations solely as to this issue, provided, however, that no change in the Agreement shall be effective without the consent of both parties.

ARTICLE X - Personal Leave

1) Each employee shall be entitled to take one (1) personal day 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 one-half ($\frac{1}{2}$) day commencing at noon hour on the last working day before Christmas or New Year's Day. In addition, each employee has the option commencing at noon hour to take one-half ($\frac{1}{2}$) day within the two (2) days following the Primary. In addition, each employee has the option commencing at noon hour to take one-half ($\frac{1}{2}$) day within the two (2) days following the General. These may not be accrued and are earned provided the employee actually works on Primary and/or General Election Day.

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.

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 $32\frac{1}{2}$ hours or 65 hours each two-week period.

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

3) Schedule of hours for warehouse employees, 8:30 a.m. to 4:00 p.m. to be included in this Agreement.

4) 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.

5) 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 ($1\frac{1}{2}$) the applicable rate of pay.

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

7) Part time workers shall not be entitled to time and one half ($1\frac{1}{2}$) pay unless they work more than forty (40) hours in a week.

8) 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 ($1\frac{1}{2}$).

9) 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.

10) 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.

11) When an employee is called back to duty at the end of a regular tour, the employee shall be entitled to a minimum payment of our (4) hours of 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 regulation. 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 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 which 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 (1½) 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.

ARTICLE XII - Pay During Absence

1) *Unscheduled Absences:* If, for any reason, an employee is unable to report for duty, he/she must notify the Employer as soon as possible, and before scheduling starting time. Irregular or poor attendance may be cause for disciplinary action. An employee

absent 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 ($1\frac{1}{4}$ 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 day period.

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

g. 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 day segments of sick leave may be utilized for health care appointments (eg., physician, dentist, etc.) Forty-eight (48) hours notice shall be provided by the employee.

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

5) 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.

b. 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.

c. 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.

d. 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' 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.

e) *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 recredited to the employee sick leave accrual balance. In the event 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.

f) *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.

g) 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.

6) 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 family 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.

7) 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 Employee's Retirement System, shall be granted a terminal leave lump sum payment in accordance as follows:

(a) For retirements or terminations which occur after January 1, 1989, each employee shall receive one-half ($\frac{1}{2}$) 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 Sixteen Thousand (\$16,000.00) Dollars.

(b) Upon retirement or termination the employee may select "Option 2" in lieu of the terminal benefit provided under subparagraph 1 above, and receive a terminal benefit which is equal to one (1) day of pay, computed as in subparagraph 1 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.

8. Leave of Absence: a) Leave Without Pay: A permanent employee, for reasons satisfactory to the Employer, may be granted a personal leave of absence without pay or services 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 leave 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.

B. 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.

c) 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 extend 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.

D) *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 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 (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 full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in section (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 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 $1\frac{1}{4}$ days per month (15 days per year).

c. From the beginning of the sixth year and thereafter, employees earn vacation at the rate of $1\frac{1}{2}$ 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 time 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 earned 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 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 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 and received at least 2 weeks prior to the commencement of vacations of 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.

l. Employees may receive their salary covering the period of vacation prior to commencing vacation time and provided that the employee has notified the Employer at least 30 days in advance.

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
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independent Day

Labor Day
Columbus Day
Election Day
Armistice/Veteran's Day
Thanksgiving Day
Fri. after Thanksgiving Day
Christmas

2) **Holiday Schedule:**

<u>Holiday</u>	<u>Will be observed on</u>
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Columbus Day	Second Monday in Oct.

3) **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. Period of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off, Vacation Leave, Funeral Leave.

c. Holidays falling during the 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 of 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-half for all hours worked plus an additional day off for the day worked, or

2) standard time plus time and one-half 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.

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 $\frac{1}{4}$ of 1% of 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 time of death. If actively employed at the time of death, insurance coverage is $1\frac{1}{2}$ 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.

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 Civil Service 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 Civil Service Commission, 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 employees' 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 & Layoffs/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 Civil Service test for the classification involved.

1. It is agreed between the Employer and the Union that if there is a 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 Civil Service 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. Civil Service 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. Civil Service Regulations prevail.

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

3. Any vacancy created by a transfer will be filled by recall of the 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.

4. Where employees are laid off and an opening occurs for

reemployment, they shall be called back within classification in the order of seniority.

5. In the event layoffs become necessary, the provisions of the New Jersey Department of Civil Service Administration Rules 4:1-16 to 4:1-16.6 shall be followed.

6. 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 five (5%) percent of the employee's salary before the promotion or transfer occurred.

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 twenty-five (25¢) cents per mile. In addition, employees shall be paid an additional one (1¢) cent per mile for each fifteen (15¢) cent increase in the retail price of a gallon of gasoline over and above such price as of 1/1/84. The computation of such increase shall be based upon the average price of a gallon of gasoline sold at three (3) retail gasoline stations in Bergen County to be agreed upon by the parties.

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 cost to the Employer shall not exceed Fifty (\$50.00) Dollars per credit.

d) no employee shall be entitled to reimbursement for more than six (6) credits per year.

e) the employee has successfully completed the course and proof thereof has been furnished to the Employer.

ARTICLE XXIV - Physical Examinations

A) Each employee shall be entitled to receive a physical examination to be conducted at Bergen Pines County Hospital or 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 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.

ARTICLE XXVI - Duration of Agreement

This Agreement shall be binding and effective as of January 1, 1991 and continue in full force and effect until midnight, December 31, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers, attested by their respective secretaries, and their corporate seals to be placed hereon, on this | day of July, 1992.

SUPERINTENDENT OF ELECTIONS/
COMMISSIONER OF REGISTRATIONS,
BERGEN COUNTY

BY: Eileen Gull Feldner

ATTEST:

BY: Erin K. McBurn

NEW JERSEY EMPLOYEES LABOR UNION
#1/SEIU LOCAL 1988

BY: Shirley Scumble

ATTEST:

BY: Joan L. Ann Bleyben
Mr. Jay Pizzullo

CODE	TITLE	GRADE
	Administrative Secretary	
	Registrations of Elections	19*
00397	Assistant Chief Mechanic	
	Voting Machines	19*
	Assistant Custodian and Chief Mechanic	
	Voting Machines	20*
00451	Assistant Custodian	
	Voting Machines	19*
	Clerk	5
	Clerk-Typing	6
	Chief Clerk	*
	Chief Custodian	*
01693	Elections Clerk	9
01695	Elections Clerk Typing	9
02202	Investigator Registration & Elections	9
02446	Mechanic Voting Machines	12
02504	Microfilm Operator	7
02505	Microfilm Systems Supervisor	16
02781	Principal Clerk Typist	13
	Principal Elections Clerk Typing	14
	Private Clerk	
03146	Secretary Registration &	14
	Elections	14
03305	Senior Elections Clerk Typing	10
	(Senior Investigator Registration & Elections)	
	(Not Civil Service)	16
03477	Senior Microfilm Operator	11
03876	Supervising Elections Clerk	16
	Chief Investigator Registration & Election	